



Trust Deed for:

Community Waitakere Charitable Trust

Dated this 26th day of October 2017

1 The Organisation

1.1 Name

The name of the organisation is the **Community Waitakere Charitable Trust**.

1.2 Registered Office

The office for service is 7 Trading Place, Henderson, Auckland 0612 or at such place in Waitakere as the Board may from time to time determine.

1.3 Interpretation

The following interpretation shall apply unless the context otherwise requires:

1.3.1 "Annual Meetings"

This refers to the annual meeting of the Organisation called in accordance with rule 12 for the purposes of annual accountability.

1.3.2 "The Board"

This refers to the body, incorporated under the Charitable Trusts Act 1957, appointed to govern the management and affairs of the Organisation under rule 2.2.

1.3.3 "The Chairperson"

The Chairperson is appointed from the Board members to be Chairperson of the Board meetings and the Annual Meeting of the Organisation.

1.3.4 "Executive Officer"

This refers to an officer of the Organisation reporting to the Board with the responsibility of both implementing Board decisions and advising the Board regarding the management of the Organisation's resources and the day to day administration of the Organisation and its funding.

1.3.5 "Patron"

This means the person appointed as a representative to promote and support the Organisation.

1.4 Objects

The objects of the Organisation are to carry out the following charitable purposes within New Zealand:

- Practice and support sustainable community development
- Advocate for the community and voluntary sector at local, regional and national levels
- Work collaboratively with other organisations, local government and central government to improve the wellbeing of people primarily, but not exclusively, in West Auckland
- Create, educate and advocate for health environments
- Foster local leadership so that neighbourhoods and community organisations are resilient and sustainable and play a lead role in conservation
- Provide training, resources and information for the sector
- Practice and promote commitment to Te Tiriti o Waitangi.
- The objects of the Organisation are intended to be charitable in accordance with New Zealand law and are deemed not to include or extend to any matter or thing which is not charitable and the powers of the Board are restricted accordingly.
- To do anything to achieve any other purpose within New Zealand which is charitable according to New Zealand law.

2 The Board Of Trustees

2.1 Administration

The affairs and business of the Organisation shall be administered by a Board of Trustees of no less than six and no more than nine members.

2.2 Appointment

Appointment of a Board member must be by unanimous agreement of existing members. It is recorded that the principles of appointment of members are to ensure that collectively the Board can provide skills and other resources to the Organisation in the following areas:

- Legal,
- Financial,
- Governance
- Community Development
- Marketing,
- Information Technology
- Business Best Practice
- Communications,
- Property Development/Management
- Social Policy
- Research
- Understanding and commitment to Te Tiriti o Waitangi

and such other areas as the Board may deem appropriate from time to time.

3 Duration and Termination of Board Membership

3.1 Board Members

3.1.1 Term

Each Board member is appointed for a term of three years.

3.1.2 Reappointment

A Board member can be appointed for a second term of three years. At the end of a second, or subsequent, term the Board may appoint a member for a further term, if:

- a) the Board determines that the member has expertise it wishes to retain to ensure it maintains the relevant skills set out in rule 2.2; and
- b) no more than half of the Board members have been on the Board for more than two terms.

Otherwise, a Board member must retire at the end of the second term.

Every retiring member of the Board is eligible for reappointment after an absence of one year.

3.1.3 Termination

If any member of the Board shall die, resign, become bankrupt, insolvent, insane, or incapable or shall refuse to act or shall be absent from three consecutive meetings of the Board without reasonable cause or without leave of absence granted by the Board, their office shall become vacant and shall be filled by someone appointed in the manner provided by rule 2.2.

3.1.4 Resignation

Any member may tender his or her resignation from the Board in writing. This resignation is effective from the date of the next meeting of the Board.

3.2 Chairperson

The Chairperson will be appointed from among the Board members by a majority vote of the Board for a period of one year. The Chairperson holds their position until expiration of the appointment, removal by notice in writing by a majority of the Board or their resignation.

3.3 Executive Officer (EO)

3.3.1 Appointment

The Executive Officer's position will be filled by a person who is recommended by a sub-committee of the Board, convened for the purpose of recruiting for this role.

3.3.2 No Conflict of Interest

The EO cannot be a member of the Board and is not entitled to vote. Should a member of the Board wish to hold the EO's position, they must resign their position before appointment to the role.

3.3.3 Term

The EO holds their position until either, the expiration of the appointment; removed by notice in writing by the Board as a result of misconduct (as defined by the organisations policy documents), or on receipt of their resignation, subject to the terms outlined in the EO's letter of appointment.

4 Powers, Duties and Responsibilities of the Board

The Board has the following powers:

- a. To make all policy decisions and through the EO effect all actions necessary to achieve the objects of the Organisation (1.4)
- b. To appoint a panel or panels of advisers in any field to assist the EO in the operations of the Organisation.
- c. To control and, through the EO, administer and manage the property, funds and affairs of the Organisation.
- d. To ensure that the vision and mission are affected according to the law and as provided in and by the Charitable Trusts Act 1957 and in accordance with this Trust Deed.
- e. To appoint sub-committees as the Board may from time to time deem expedient for the carrying out of the objects. Members of any subcommittee need not necessarily be members of the Board.
- f. To delegate Board responsibilities to any person or committee upon such terms and conditions and at such remuneration as the Board shall think fit, and from time to time to remove any such delegated authority.
- g. To maintain communication and co-operation with persons or corporate bodies in New Zealand or elsewhere (including membership of other bodies corporate) for the purposes of promoting directly or indirectly the charitable objects of the Organisation.
- h. To purchase, erect, take or lease or otherwise obtain the use or occupation of, and to manage, extend, improve, develop, alter, maintain and repair, and to sell, let, lease, donate or otherwise dispose of real and personal property of every description.
- i. To accept the custody, control and management of any real or personal property which may be bequeathed or donated to the Organisation or to the Board for the benefit of the Organisation.
- j. To accept and carry out any trusts attached to gifts or bequests to or for the benefit of the Organisation, provided that such trust relates to charitable purposes in New Zealand and adheres to the rules of the Organisation.
- k. To invest all or any money held by the Board on trust authorised by law for the time being in force in New Zealand for the investment by trustees of trust funds for the benefit of these charitable objects.
- l. To adopt such means as the Board may from time to time determine for the purpose of raising money and for obtaining property to further the objects of the Organisation and to accept contributions, collections, donations, legacies, devices, gifts, grants and subsidies.
- m. To borrow or raise money to achieve and promote the rules of the Organisation.

- n. To secure in such manner as the Board thinks fit the repayment of any money borrowed or raised by the Board and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the property of the Organisation, both present and future and to give and execute in the prescribed manner mortgages, debentures, and other instruments as security for such repayments, and to pay off, redeem or purchase any such securities.
- o. To draw, make, accept, endorse, discount, execute and issue promissory notes, cheques, bills of exchange, warrants and other negotiable securities or transferable instruments.
- p. Subject to the provisions of the Charitable Trusts Act 1957 to enter into, seal, execute and perform all deeds, documents, instruments, agreements, papers and writings and to do all such other things, acts, deeds, and matters as are necessary, incidental or conducive to the attainment of these objects.
- q. To institute, initiate or take and to defend, compromise or abandon legal proceedings involving the property or affairs of the Organisation.
- r. To employ persons to assist in the work of the Organisation at such wages and on such terms as may be deemed expedient and to obtain and pay for professional and other advice and services.
- s. Subject to rules **8-10** thereof, to fully reimburse any Board member, upon request or arrangement, for all expenses properly incurred by that member in connection with the affairs of the Organisation.
- t. To do all such other things as, not being contrary to law and not prohibited by these rules shall or may be necessary or desirable in the opinion of the Board for the carrying out and performance of the objects.
- u. To ensure that no member of the Board or any committee of the Board shall be answerable or liable for any loss or damage occasioned by any action or omission of the Board or of that member so long as such member acts honestly in good faith without wilful neglect or default and in accordance with this Trust Deed. The Organisation may, with the prior approval of the Board, effect insurance for a Board member in respect of such liabilities.
- v. To ensure that in the event a claim is brought against a member of the Board for actions taken on behalf of the Board or relating to Board affairs or business then provided the member has acted honestly in good faith without wilful neglect or default and in accordance with this Trust Deed, the Organisation shall indemnify the member in respect of such claim and any reasonable costs or disbursements arising there from.
- w. To do all such other things as shall be necessary or desirable in order to comply with the provisions of the Charitable Trusts Act 1957.

5 Meetings of the Board

5.1 Number of Meetings

The Board will shall meet not less than six times a year. The Chairperson may from time to time convene a meeting of the Board in addition to the six meetings required to be held at such convenient time and place as the Chairperson shall determine, or the EO shall convene such a meeting at the request of three members of the Board, stating the purpose for which such a meeting is required.

5.2 Notice for Meetings

Notice of a meeting of the Board, stating the business of the meeting, shall be given to all Board members by the EO, or delegated staff, by appropriate means at least seven days prior to the date appointed for such meeting. However, the requirement of the aforesaid notice may be waived with the approval of a majority of the Board, (to be recorded in the minutes of such meeting).

5.3 Urgent Matters

Any matter which is deemed by a majority of the Board to be so urgent that it cannot wait until the next meeting, may be raised by way of email sent to all Board members. Any such urgent matter may be approved by a majority of Board members by email response to the Chairperson, but must be ratified at the next Board meeting and recorded in the minutes accordingly.

5.4 Procedure at Meetings

In all other respects the meeting shall be conducted according to the procedure as approved by the Board and decisions minuted. Once decisions are made, all Board members should support board policy and actions, regardless of individual positions on particular matters.

6 Quorum

- No business shall be transacted at any meeting of the Board unless more than half of the Board members are present at the time when the meeting proceeds to business.
- Meetings which do not have a quorum may make decisions which must be endorsed by a proper quorum before implementation.
- In the event of a quorum not being present the decisions of the meeting will be ratified at the following Board meeting.

7 Voting

- Each member of the Board will have one vote.
- The EO is entitled to attend and speak at all Board meetings but will not have the right to vote.

- All issues coming before the Board for decision shall be decided by consensus, but if consensus cannot be obtained, and there is no other voting percentage required by these rules then the matter is to be decided by a majority vote.
- In the case of an equality of votes whether on a show of hands, or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in favour of the current position.

8 Interested Board Members

8.1 Conflict of Interest

Any Board member who is or may be in any other capacity, interested or concerned directly or indirectly in any property or undertaking in which the Organisation is or may be in any way concerned or involved shall disclose the nature and extent of that member's interest to the other members shall not take any part in any vote of the Board. Such abstention will be recorded.

8.2 Interests Register

Any conflict of interest, perceived or actual, must be declared by each Board member and recorded in a register. A review of declared interests will be a standing agenda item at each Board meeting.

9 No Private Pecuniary Profit for any Individual and Exceptions

9.1 No Private Pecuniary Profit

Subject to rule **10** (below), no private pecuniary profit shall be made by any person from the Organisation, except that:

- i. the Organisation may pay reasonable and proper remuneration to any Board member or servant of the Organisation in return for services actually rendered to the Organisation.
- ii. any Board member may, upon request or agreement, be paid all usual professional business or trade charges for services rendered, time expended and all acts done by that member or by any firm or entity of which that member is a member, employee or associate in connection with the affairs of the Organisation, provided that all such accounts are fair and reasonable and charges are no more than market rates for the service provided, and further provided, that the Board member's interest has been disclosed in accordance with rule 11.
- iii. any Board member may retain any remuneration properly payable to that member by any company or undertaking with which the Organisation may be in any way concerned or involved for which that member has acted in any capacity whatever, notwithstanding that the member's connection with that company or undertaking is in any way attributable to that member's connection with the Organisation.

- iv. The provisions and effect of this rule shall not be removed from this document and shall be included and implied in any document replacing this document.

9.2 Board Member to Comply with Restrictions

The Board members, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following rule are strictly observed.

10 Restriction of Benefits to, and Influence by, Interested Persons

10.1 Recipient not to Influence Benefits

Notwithstanding anything contained or implied in these rules, any person who is:

- i. a member of an affiliated organisation, or
- ii. a shareholder or director of any company carrying on any business of the Organisation, or
- iii. a trustee of any trust which is a shareholder of any company carrying on any business of the Organisation, or
- iv. an associated person (as defined by the Income Tax Act 1994) of any settlor trustee, shareholder or director,

shall not by virtue of that capacity in any way (whether materially or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

10.2 Professional Account and Influence

A person who in the course of and as part of the carrying on of his or her professional public business shall not, by reason only of his or her rendering professional service to the Organisation or to any company by which any business of the Organisation is carried on, be in breach of the terms of rule 10.1(i).

11 Trustee Liability

It is declared that:

- the Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and
- they are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects 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;

- no Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;
- No Trustees hereof 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 Trustees Act 1956 (as enacted by the Trustee Amendment Act 1988) (or any statutory replacement or equivalent) unless such loss is attributable to:
 - a. his or her own dishonesty; or
 - b. the wilful commission by him or her of an act known by him/her to be a breach of Trust.

and pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.

- 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.
- Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.
- The Trustees shall from time to time and at all times 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.

12 Annual General Meeting

12.1 Timing

An Annual General Meeting (AGM) of the Organisation shall be held no later than six months after the annual balance date or more than fifteen months after the previous AGM and on such date as the Board determines.

12.2 Business

The business to be transacted at the AGM is:

- a. the presentation of the Chairperson's report, the Statements of Financial Performance and Position, the EO's report and any other relevant reports; and
- b. any other business which the Board may determine.

12.3 Attendance Entitlement

All persons who are entitled to attend meetings of the Board shall be entitled to attend the AGM. In addition, the AGM will be open to Patrons and any other interested parties.

12.4 Notice of Meetings

Notices of the time and place of the AGM will be given to all Board members, Patrons and all other interested parties by notice in writing at least two weeks prior to the holding of such meetings.

13 Procedure at Annual General Meeting

At every AGM the Chairperson of the Board shall preside as Chairperson of such meeting. If at any such meeting the Chairperson shall not be present within ten minutes after the time appointed for the meeting, the Board members shall appoint one of their number to act as Chairperson of that meeting.

14 Patrons

- The Board of Trustees may from time to time appoint Patrons by a majority of those entitled to vote.
- Any new Patrons will be advised in the Chairperson's report at the next AGM.
- A Patron may be removed by a majority vote of the Board of Trustees.
- Any Patron can resign from their position by giving notice in writing to the Chair of the Board.

15 Administration

15.1 Accounts

15.1.1 Books

The Board shall cause proper books of account to be provided and true and accurate entries to be made of the assets and liabilities of the Organisation and of all the sums of money received and paid by the Organisation under the authority of this Trust Deed and in pursuance of the charitable objects of the Organisation.

15.1.2 Inspection

Such books shall at times be authorised by the Board to be open to the inspection of every member of the Board or any person appointed by the Board who may take extracts from the same.

15.1.3 Annual Statement

Immediately after the end of each financial year the EO and/or their appointed representative, shall prepare the annual Statement of Financial Position of the Organisation as at the end of each financial year together with a Statement of Financial Performance of the Organisation during that financial year and such statements when duly audited shall be submitted to and approved by the Board and thereafter presented to the AGM.

15.2 Common Seal

The Common seal of the Organisation shall be kept by the EO and shall be affixed to any document only after a resolution has been duly passed by the Board.

15.3 Application of Funds and Property

Unless otherwise provided by these rules only the net income arising from the investment of the funds and property of the Organisation and the Member organisation contributions shall be expended or applied in or towards the carrying out and performances of the objects, provided that:

- i. the expenses of and incidental to the establishment of the Organisation may be met and paid from the capital of the said funds and property of the Organisation,
- ii. all or any money or property given, donated, devised or bequeathed to the Organisation for any specific purpose within the scope of the objects shall be expended for or applied towards that purpose,
- iii. if at the end of any financial year there is unexpended income, this may be accumulated to capital or accrued to the accumulated income account.

16 Alteration to Trust Deed

16.1 Procedure

The procedure for altering the Deed by addition or amendment is as follows:

- i. The alteration(s) will be sent to all Board members together with notice of the Board Meeting to consider the change(s), one month before the meeting
- ii. The alteration(s) will be discussed and if necessary further recommendations made at the Meeting. Any changes will be made provided that 75% of the Board members present and entitled to vote agree to the further change(s) to be made to the alteration(s). The alteration(s) will then be sent to all Board members after the Meeting (including any changes made at that Meeting). A second Board Meeting is required to approve the alteration to the Deed. The Second Board Meeting will be held at least one month after the date of the notice.
- iii. The alteration(s) will be approved at the Second Board Meeting if a majority of 75% of the Board members present and entitled to vote, vote in favour of the alteration(s).
- iv. Duplicate original copies of every such alteration, addition or amendments shall forthwith be delivered to the Charities Commission.

No alteration, addition or amendment shall detract from the exclusive charitable nature of the Organisation, provide a personal benefit to any Board Member or Member Organisation or alter rules 9.1 and 17 (below) relating to the Organisation's dissolution.

17 Dissolution

17.1 Board Resolution

The Organisation may be wound up voluntarily if such a resolution is passed by a 75% majority of the Board. The resolution is then subject to current regulation and conditions of the registrar of such organisations in New Zealand. A second Board Meeting is required to confirm the winding up of the Organisation.

17.2 Assets

Upon the winding up of the Organisation all surplus assets after the payment of all costs, debts, and liabilities shall be disposed of for charitable purposes to another charity with similar or the same objects within New Zealand in accordance with the directions of the High Court of New Zealand.

IN WITNESS this Deed is duly executed.

SIGNED by the Trustee
in the presence of:



Penny Hulse

..... Witness Signature

CHARLES W. MOORE..... Witness Name

Executive officer..... Witness Occupation

199 Woodlands
Park Rd.
Auck. 0609..... Witness Address

SIGNED by the Trustee
in the presence of:



Ronald Peter Young

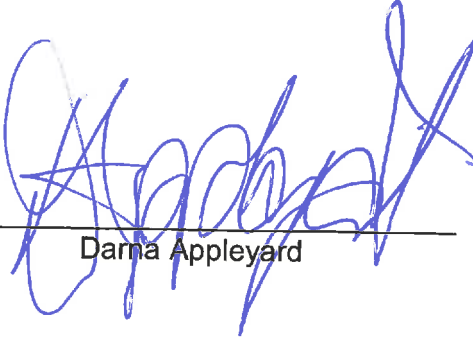
..... Witness Signature

Charles W. Moore..... Witness Name

Executive Officer..... Witness Occupation

199 Woodlands Rk
Rd.
Auck 0609..... Witness Address

SIGNED by the Trustee
in the presence of:



Darna Appleyard

Cutburo..... Witness Signature

Charles W Moore..... Witness Name

Executive Office..... Witness Occupation

199 Woodlands Pl..... Witness Address
Rd
Auck 0609

SIGNED by the Trustee
in the presence of:



Paula Bold-Wilson

Cutburo..... Witness Signature

CHARLES W MOORE..... Witness Name

Executive Office..... Witness Occupation

199 Woodlands..... Witness Address
Park Rd.
Auck 0609

SIGNED by the Trustee
in the presence of:



Stephen John Parker


Cutburo..... Witness Signature

Charles W Moore..... Witness Name

Executive Office..... Witness Occupation

199 Woodlands..... Witness Address
Park Rd.
Auckland 0609.

SIGNED by the **Trustee**
in the presence of:



David Kenkel

Charles W Moore Witness Signature

CHARLES W MOORE Witness Name

Executive Office Witness Occupation

199 Woodlands Witness Address

*Park Rd.
Auckland 0609*