

CHARITABLE TRUST DEED

Relating to

THE STRATHMORE PARK COMMUNITY
CENTRE TRUST

Terry Rakuraku

The Settlor

And

Anita Kanara

Richard Aindow

Maurice Roberts

Terry Rakuraku

The Trustees

Date 5 October 2016

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TRUST DEED is made on 5 October 2016

Between (1) Terry Rakuraku (the Settlor)

And (2) Anita Kanara, Richard Aindow, Maurice Roberts, Terry Rakuraku (the Trustees)

BACKGROUND

- A. This deed is between the Settlor and the Trustees.
- B. The Settlor wishes to establish a Trust for Charitable Purposes set out in this deed.
- B. The Settlor to this deed has agreed to contribute the sum of \$10.00 to establish the Trust. It is anticipated that further property may from time to time be acquired by the Trustees for the purposes of the Trust.
- C. The Trustees wish to apply for registration under the Charities Act 2005 and to incorporate the Trust as a trust board in accordance with Part 2 of the Charitable Trusts Act 1957.

1. NAME OF TRUST

- 1.1 The Trust created by this deed shall be known as the Strathmore Park Community Centre Trust.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Definitions:

In this deed, unless the context otherwise requires:

"Board" means the Trustees incorporated as a board in accordance with Part 2 of the Charitable Trusts Act 1957.

"Charitable Purposes" means every purpose within New Zealand which in accordance with the law of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose beneficial to the community, and shall include any trust established solely and exclusively for charitable purposes.

"Clause" is a reference to a clause of this deed.

"Community Centre" is the physical building of the Strathmore Park Community Centre, situated at 108 Strathmore Avenue, Strathmore Park, or such place as determined by the Trustees from time to time.

"Person" and words importing a person or persons include a company, firm, organisation or trust and any state, government or governmental agency.

"Property" means any real or personal property of any kind or nature and includes any right or interest therein.

"Strathmore Park" means the geographical area defined by the boundaries of the Wellington City Council, or such other geographical area as determined by the Trustees.

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"Trust" means the trust established by this deed.

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

"Trust Fund" means any property which may be acquired by the Trustees from any source whatever for the purposes of the Trust, the moneys and investments from time to time representing such property, and, unless inconsistent with the context, the income received from such property.

3. **TE TIRITI O WAITANGI/THE TREATY OF WAITANGI**

3.1 The values that underpin the Strathmore Park Community Centre Trust are respect for all people, respect for Te Tiriti O Waitangi/the Treaty of Waitangi, and respect for our local community.

4. **TRUST VISION AND VALUES**

4.1 The Trust's values are:

- (a) Operating sustainably.
- (b) Respecting diversity.
- (c) Being responsive to community needs.
- (d) Providing a safe and nurturing environment.
- (e) Being open, transparent and accountable to the community.
- (f) Being passionate about the Strathmore Park community.

5. **TRUST FUND**

5.1 The Trustees declare that they hold the Trust Fund upon trust and are subject to the powers and discretions contained or implied in this deed.

6. **PURPOSES**

6.1 The Trustees shall hold the Trust Fund upon trust to pay or apply the income and capital of the Trust Fund in such amounts, at such time, and subject to such terms and conditions, as the Trustees may decide for charitable purposes, including all or any of the following purposes:

- (a) To encourage and facilitate connections and collaborations between individuals and organisations to support the delivery of positive outcomes for the Strathmore Park community;
- (b) To provide and facilitate activities that promote social, economic, cultural, health and wellbeing outcomes for the Strathmore Park community;
- (c) To operate facilities that provide accessible services and activities for the Strathmore Park community; and;



- (d) To promote the collection and distribution of information locally and throughout the wider Wellington community to support and promote the Strathmore Park community.

6.2 **Promotion of purposes:** The Trustees shall promote the purposes of the Trust described in clause 6.1 of this deed. The Trustees shall act on behalf of and in the interests of the Trust.

6.3 **Purposes to be charitable:** The purposes of the Trust may not extend to any matter or thing which is not charitable within the meaning of the Income Tax Act 2007.

6.4 **Objects Independent:** The Trustees shall be empowered to carry out any one or more of the objects of the Trust independently of any other object of the Trust.

6.5 **Carried out within New Zealand:** The activities of the Trust are limited to New Zealand.

7. POWERS OF TRUSTEES

7.1 In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Trustees may exercise in order to carry out the Trust's charitable purposes are as follows:

- (a) to use the Trust Fund as the Trustees deem necessary or expedient in payment of the costs and expenses of the Trust, including the employment, remuneration and dismissal of professional advisors, agents, officers, and staff;
- (b) to purchase, take on, lease, exchange, hire or otherwise acquire, any real or personal property and any rights or privileges that the Trustees determine are necessary or expedient in order to attain the purposes of the Trust and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;
- (c) to invest surplus funds in any way permitted by law and upon such terms as the Trustees think fit;
- (d) to borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Trustees think fit;
- (e) to maintain, manage, repair, improve or develop any real or personal property, or any interest, which forms part of the Trust Fund in such manner as the Trustees think fit;
- (f) to receive from the New Zealand Government or any council, board, territorial authority, or body under the jurisdiction of such governmental authority or from any national or international organisation, any grant, subsidy or payment in kind in order to further the objects of the Trust;
- (g) to make policies, rules, guidelines and other determinations in governing the Trust;
- (h) to incorporate the trust as a Board in accordance with Part 2 of the Charitable Trusts Act 1957; and
- (i) to do all things as may from time to time be necessary or desirable to enable the Trustees to give effect to and attain the charitable purposes of the Trust.

7.2 **Discretions:** Except as otherwise expressly provided by this deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide.

7.3 **Contributions:** The Trustees shall have the power to make payment and contribute to any charitable or other trust if that payment and/or contribution is for any or all of the charitable purposes set out in clause 6.1 of this deed.

8. APPLICATION OF TRUST FUND

8.1 **Application of Trust Fund:** The Trustees may:

- (a) use or apply, or decide not to use or apply, all or any of the income of the Trust Fund for all or any of the purposes;
- (b) use or apply any capital of the Trust Fund for all or any of the purposes of the Trust without first using or applying the whole or any portion of the income of the Trust Fund for that year; or
- (c) set aside reserves or accumulations for future use of application.

9. TRUSTEES

9.1 **Signatories to be first Trustees:** The signatories to this deed will be the first Trustees.

9.2 **Number of Trustees:** There will be no fewer than four Trustees and no more than eight Trustees. Should a vacancy reduce the number of Trustees below four, the vacancy shall be filled as soon as is practicable in accordance with the terms of this deed.

9.3 **Appointment of Trustee:** The power of appointment of a new or additional Trustee shall be vested in the Trustees and may only be exercised if a two-thirds majority of the Trustees vote in favour of the appointment.

9.4 **Period of office of Trustees:** Trustees shall hold office for a period not exceeding three years from the respective dates of their appointment. On expiration of that period, the Trustees shall be eligible for reappointment to the maximum of three consecutive terms.

9.5 **Cessation of office of Trustee:** Any person will immediately cease to be a Trustee if he or she:

- a) resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.
- b) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless the other Trustees at their first meeting after the last of such absences excuse that non-attendance; or
- c) is convicted of a criminal offence which in the opinion of a majority of the other Trustees makes his or her position as a trustee undesirable;

The Trustee concerned shall cease to hold office in a case where and in cases where sub-paragraphs (a) to (c) apply from the date of the event mentioned. Sub-paragraph (b) applies from the date of the first meeting of the Trustees after that Trustee's third consecutive absence without leave.

9.6 **Removal of Trustee:** Notwithstanding anything contained or implied in this deed, the Trustees may, by two-thirds vote, excluding the Trustee who is the subject of the vote, remove that person as a Trustee.

10. ADMINISTRATION OF THE TRUST

10.1 The Trustees may from time to time appoint, remunerate and dismiss officers, employees and volunteers of the Trust. Any individual, whether or not a Trustee, may be appointed as an officer, employee or volunteer of the Trust. The Chairperson of the Trust must be a Trustee.

10.2 **Office bearers:** The Trustees will elect:

- (a) a Chairperson from among themselves;
- (b) a Secretary from among themselves or otherwise; and
- (c) a Treasurer from among themselves or otherwise.

10.3 **Chairperson:** The Chairperson shall hold office for a period of one year from their appointment, or such other period as determined by the Trustees, and is eligible for re-election.

10.4 **Delegation of powers:**

- (a) The Trustees may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. That delegation is to be recorded in writing. The committee or person may exercise or perform the delegated powers or duties in the same way and with the same effect as the Trustees themselves could have done.
- (b) Any committee or person to whom the Trustees have delegated powers or duties will be bound by the terms of the deed and any terms or conditions of the delegation set by the Trustees.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time, and no such delegation will prevent the exercise of any power or the performance of any duty by the Trustees.
- (d) 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.

10.5 **Meetings:** The procedure for Trustee meetings will be as follows:

- (a) The Trustees shall meet no less than five times a year at such places and times as they determine.
- (b) The Chairperson shall chair Trustee meetings, or in his/her absence any other Trustee as determined by the Board.
- (c) A quorum for a meeting of the Trustees will be at least three of the Trustees.
- (d) Each Trustee shall have one vote, subject to clause 10.5(f).
- (e) All questions will, where possible, be decided by consensus. In the event that a consensus cannot be reached immediately, then a decision will be made by a majority vote.

- (f) If the vote results in a tie, the Chairperson will have the ability to cast a second vote to act as a tie-breaker.
- (g) Meetings may be held in person or by any other means of communicating as decided on by the Trustees from time to time. The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of Trustees provided that:
 - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously.
 - (ii) Notice of the meeting is given to all the Trustees in accordance with the procedures agreed from time to time by the Trustees and such notice specifies that Trustees are not required to be present in person at the meeting.
 - (iii) If a failure in communications prevents clause 10.5(g)(i) from being satisfied the meeting shall be deemed to have terminated or adjourned if 10.5(g)(i) is not satisfied within 15 minutes from interruption.
- (h) Any Trustee may at any time give notice convening a meeting of the Trustees. The Secretary will ensure that all Trustees are notified of the meeting at least seven days before the date of the proposed meeting, either verbally or in writing.

10.6 **Email resolutions:** A resolution in writing, signed or other form of visible or other electronic communication by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Board. Any such resolution may consist of several documents in like form each signed by one or more Trustees.

10.7 **Minutes:** The Secretary will ensure that accurate minutes are produced and made available in a timely manner to all members of the Trust and which, for each meeting of the Board:

- (a) records the names of those present;
- (b) records all decisions made by the Board;
- (c) records any other matters discussed at the meeting,

if confirmed at a subsequent meeting of the Trustees, and shall be signed by the Chairperson (or a trustee acting as the Chair) as a true and correct record.

11. CONFLICTS OF INTEREST

11.1 A conflict of interest exists for a Trustee if the Trustee's interests or duty in a particular matter conflicts, or might conflict, with his or her duty to the Trust.

11.2 When a conflict of interest exists for a Trustee, they must declare the nature of the conflict or the potential conflict. The Trustee must not take part in deliberations or proceedings including decision-making in relation to the conflict of interest. The officer must not be counted in the quorum required for decision-making on the matter for which he or she has the conflict of interest.

11.3 NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL, AND EXCEPTIONS

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11.4 **No private pecuniary profit:** No private pecuniary profit may be made by any person from the Trust, except that:

(a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;

(b) the Trust may pay reasonable remuneration to any Trustee or employee of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust; and

any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, staff member or associate in connection with the affairs of the Trust. Provided always that any such payment shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value).

12. RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS

12.1 **Recipient not to influence benefits:** No Trustee, employee, officer or volunteer shall participate in, or materially influence, any decision made by the Trust in respect of the payment to, on behalf of, or for the benefit of, that person of any income, benefit or advantage whatsoever, except where that income, benefit or advantage is derived from:

(a) services rendered in accordance with clause 11.411.4(b) above; or

(b) interest on money lent at no greater rate than market rates.

13. INTELLECTUAL PROPERTY:

13.1 Any intellectual property created by the Trustees, staff or volunteers, in the course of the Trust's work will be the property of the Trust. The Trustees will be entitled, in their absolute discretion and by a majority of greater than 50%, to release such intellectual property, where appropriate and of benefit to others, into the public domain.

14. FINANCIAL ARRANGEMENTS

14.1 The financial year of the Trust will be from 1 April in any given year to 31 March the following year.

14.2 At the first meeting of the Trust in each financial year, the Trust will decide by resolution:

(a) what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

(b) who will be allowed to authorise, sign or endorse payments, withdrawals and authorities from the Trust's bank accounts and how such payments will be made; and

(c) the policy concerning the investment of money by the Trust, including what type of investment will be permitted.

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- 14.3 The Trustees shall cause true accounts for each year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust.
- 14.4 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.
- 14.5 The Board may arrange for the accounts of the Trust for that financial year to be audited or reviewed by an accountant appointed for that purpose.

15. TRUSTEE LIABILITY AND INDEMNITY

- 15.1 No Trustee shall be liable in respect of an act or omission of the Trust that he or she voted against on a resolution put to and voted on by the Trustees.
- 15.2 No Trustee shall be liable for any loss arising from any cause whatsoever to the Trust Fund unless such loss is attributable:
- (a) to that Trustee's own dishonesty; or
 - (b) to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.
- 15.3 The duties imposed by sections 13B and 13C of the Trustee Act 1956 shall not apply to any Trustee. For the avoidance of doubt, this clause constitutes a "contrary intention" for the purposes of section 13D of that Act.
- 15.4 No Trustee shall be bound to take, or be liable for their failure to take, any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by such co-Trustee.
- 15.5 Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's own dishonesty, or to the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

16. COMMON SEAL

- 16.1 Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed to any document which if made by private persons would be by law required to be by deed and will be signed by the Chairperson (or a trustee acting as the Chair) and one other trustee appointed by the Board.
- 16.2 If the common seal is unable to be found or is unavailable for whatever reason, the Trust may execute any document which if made by private persons would be by required to be by deed by the Chairperson (or a trustee acting as the Chair) and two other trustees appointed by the Board signing such document.

17. OFFICE OF THE TRUST

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- 17.1 The registered office of the Trust shall be situated at Strathmore Park Community Centre, 108 Strathmore Avenue, Strathmore Park, or such place as determined by the Trustees from time to time.

18. WINDING UP OF TRUST AND DISPOSITION OF SURPLUS ASSETS

- 18.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust then the Trustees may by a 75% majority of all Trustees decide to wind up the Trust.
- 18.2 On the winding up of the Trust, or on its dissolution by the Registrar, all surplus assets, after the payment of costs, debts and liabilities will be given to other charitable organisation/s within New Zealand as the Trustees will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or any subsequent enactment.

19. ALTERATION OF THIS DEED

- 19.1 The Trustees may, by consensus or pursuant to a motion decided by a 75% majority of all Trustees, by deed make alterations or additions to the terms and provisions of this deed provided that such revocation, variation, or addition:
- (a) is consistent with the Charitable Purposes of the Trust; and
 - (b) does not 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.

20. GOVERNING LAW

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

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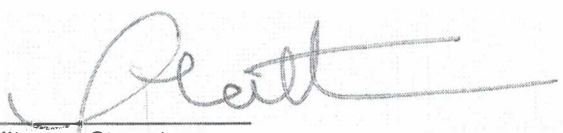
Execution

Executed and delivered as a deed.

SIGNED by Terry Rakuraku, Director,

As SETTLOR in the presence of:

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Witness Signature

Lisa Matthews

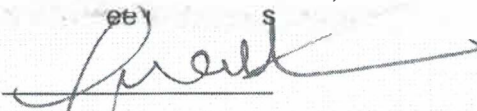
Print Name

Manager


Witness Occupation

SIGNED by Anita Kanara, community worker,

As Trustee in the presence of:



Witness Signature



Lisa Matthews

Print Name

Manager

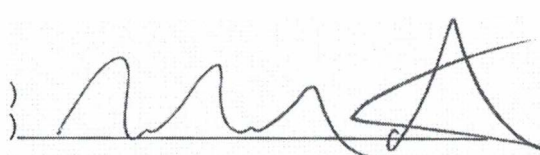
Witness Occupation

SIGNED by Richard Aindow, General Manager,

As Trustee in the presence of:



Witness Signature



Lisa Matthews

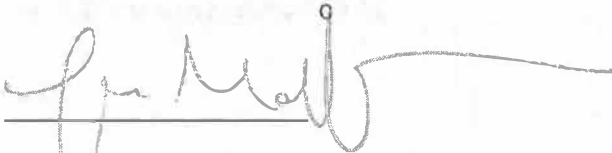
Print Name

Manager


Witness Occupation

SIGNED by Maurice Roberts, Manager,

As Trustee in the presence of:



Witness Signature

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Lisa Matthews

Print Name

Manager

Witness Occupation

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SIGNED by Terry Rakuraku, Director,

As Trustee in the presence of:



Witness Signature

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Lisa Matthews

Print Name

Manager

Witness Occupation

