

DEED OF TRUST

TŪTAKI YOUTH INCORPORATED TRUST

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THIS DEED is made the _____ day of _____ 2013.

- 1. David John Dent
- 2. PETER NUVILLE WRIGHT
- 3. Jacqueline Joan Ann Berry
- 4. Graeme Garfield Hight
- 5. Kate Whareaitu
- 6.
- 7.
- 8.
- 9.
- 10.

BACKGROUND:

- A. The Trustees wish to establish a Charitable Trust (“the Trust”) in Stratford, Taranaki, New Zealand, for the purposes described in clause 4 of this Deed.
- B. The Trustees have agreed to act as Trustees of the Trust fund.

THIS DEED WITNESSES:

1. DEFINITIONS AND PRELIMINARY MATTERS

- 1.1. “The Trust Fund” means any land and building, investments, money, personal property, or other assets held by the Trust.
- 1.2. “The Trustees” means the Trustees constituted by this Deed.
- 1.3. “The Board” means the Trustees of the Trust for the time being TŪTAKI YOUTH INCORPORATED TRUST.
- 1.4. “The Trust” means TŪTAKI YOUTH INCORPORATED TRUST.
- 1.5. Clauses: References to clauses are references to this Deed’s clauses.
- 1.6. Headings: Headings have been inserted for the sake of convenience only, and shall not be taken to form any part of the content, or assist in the interpretation of this Deed.

2. NAME

The name of the Trust shall be TŪTAKI YOUTH INCORPORATED TRUST.

3. REGISTERED OFFICE

The registered office of the Trust shall be 88 Juliet Street, Stratford, or at such other place as the Board may determine from time to time.

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4. PURPOSES AND OBJECTS

The charitable purposes and objects of the Trust are as follows:

- i. To provide young people and their families living in Stratford and surrounding districts with educational opportunities that assist them to fulfil their potential.
- ii. To provide and manage a facility which offers appropriate space and flexibility for youth services and activities.
- iii. To maintain flexibility in order to cater for the changing charitable needs of youth, their families, and the Central Taranaki communities.
- iv. To initiate preventive youth programmes that support a reduction in youth offending, in accordance with local needs and priorities.
- v. To hold the Trust for the benefit of the charitable purposes and objects of the Trust, or any successor thereof.

5. TE TIRITI O WAITANGI

The Trust is committed to the principles of Te Tiriti o Waitangi in all objectives and areas of service delivery.

6. PATRON

The Board may, at its option from time to time, appoint a person/persons of significant community standing, to be the Patrons of the Trust. The appointment will be for a term of three years, with the ability to reappoint.

7. MEMBERS OF THE BOARD

7.1. Numbers

- (a) The Trustees that establish this Trust shall be the first Trustees of the Board.
- (b) The Board shall consist of not less than five (5), nor more than seven (7), Trustees. If at any time there are less than five (5) Trustees, the Board shall increase the number of Trustees as soon as is reasonably practicable. The remaining Trustees shall be entitled to act until the number of Trustees appointed is so increased, and no act or decision of the Trustees shall be called into question on such account.
- (c) The membership of the Trust shall be determined having due regard for the need to provide the balance of skills necessary to give effect to the purpose and objects of the Deed of Trust adopted by the Trust from time to time.
- (d) The New Zealand Police shall be entitled to have a nominated appointee on the Board, as one of the Trustees, at all times.

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7.2. Termination of Membership of the Board

A Trustee shall cease to hold office if the Trustee:

- (a) Resigns as Trustee
- (b) Dies while holding office as a Trustee
- (c) Retires in accordance with clause 7.3
- (d) Is made or becomes bankrupt
- (e) Is convicted of an indictable offence without right of further appeal
- (f) Becomes of unsound mind
- (g) Is removed by unanimous resolution of all other Trustees and after reasonable notice and the right to a hearing

7.3. Trustees shall retire in rotation as follows:

- (a) At every annual meeting two (2) Trustees shall retire. The two (2) Trustees to retire at the expiration of each such period shall be those Trustees who have been longest in office, but if they number more than two (2), the Trustees who retire shall be determined by lot. The two Trustees to retire at the expiration of the first 12 months shall be determined by lot.
- (b) A retiring Trustee shall be eligible for re-appointment.
- (c) A retiring Trustee shall act as a Trustee throughout the meeting at which such Trustee retires.

7.4. Every resolution of Trustees accepting the resignation of a Trustee, or for the purpose of removal of a Trustee, and duly entered into the minutes of the Trust, shall take effect immediately according to the tenor of such resolution, and without the need of further formality or documentation.

8. PROCEEDINGS OF THE BOARD**8.1. Authority**

The governance and control of the Trust shall be vested in the Board.

8.2. Meetings

The Board shall meet at such times and places as it determines. A meeting of the Trustees can be held either by assembling together at the place, date and time appointed for the meeting, or by means of audio, or audio and visual, communication by all Trustees, participating and constituting a quorum, can simultaneous hear each other at the meeting.

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8.3. Annual General Meeting

The Annual General Meeting shall be held within four months of the end of the financial year. The Annual General Meeting business will include the Chairs report, financial report, retirements and appointments.

8.4. Notices

Reasonable notice of any Board meeting shall be given to each Board member who is at the time in New Zealand. A meeting of the Board can be called by any two Trustees, or the chairperson.

8.5. Officers

At its first meeting, and at every subsequent Annual General Meeting, the Board shall appoint a chairperson. The Board shall also appoint the officers of Secretary and Treasurer. These officers may be combined. The Secretary and Treasurer need not be members of the Board.

8.6. Chairperson

The Chairperson shall preside at all meetings of the Board at which he or she is present. In the absence of the chairperson, from any meeting, the members present shall appoint one of their number to preside at that meeting.

8.7. Quorum

At any meeting of the Board, one-half of the then current Board members shall form a quorum and no business shall be transacted unless a quorum is present.

8.8. Voting

Subject to Rule 15, all questions before the Board shall be decided by a majority of votes. If the voting is tied, the matter will not be passed.

8.9. Minutes

The Secretary shall keep minutes of all Board meetings. A copy of such minutes shall be circulated to each Board member.

8.10. Resolution Without Meeting

A resolution in writing, signed by all Board members, for the time being entitled to receive a notice of meeting, 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 Board members.

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9. POWERS

9.1. General and Specific Powers

In addition to the powers implied by the general law of New Zealand, or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable objects are as follows:

- (a) To use the funds of the Trust as the Board thinks necessary, or proper, in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, officers, and staff as appears necessary or expedient;
- (b) To purchase, take on lease, or in exchange, or hire, or otherwise acquire any land, or personal property, and any rights or privileges which the Board thinks necessary or expedient, for the purpose of attaining the purposes and objects of the Trust, and to mortgage, sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid;
- (c) To enter into any agreement with any central government, or local authority, or other body, including the NZ Police, and Child Youth Family, which may seem conducive to the objects of the Trust;
- (d) To establish prudent financial procedures/management to provide ongoing financial sustainability based on business best practice.
- (e) To operate in a youth friendly, safe and responsive manner, providing an environment that is culturally appropriate for Maori and other cultures.
- (f) To work within the principles of the Children and Young Persons and their Families Act 1989.
- (g) In the event of the Trust ceasing to exist, then to hold the Trust Fund for the same (or as near as practicable) charitable purposes and objects as the purposes and objects of the Trust;
- (h) At the discretion of the Board, to advance funds to the Trust whether income or capital;
- (i) At the discretion of the Board, to purchase or lease land and buildings, or other assets, to the Trust at nominal cost, rental, or at such rental and upon such terms as the Board thinks fit;
- (j) To raise money for the purposes and objects of the Trust;
- (k) To receive donations, gifts, legacies, or bequests;
- (l) To co-operate with other bodies, trusts, societies, or other organisations engaged in work in whole or in part similar to the purposes and objects of the Trust;



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- (m) To carry on any business;
- (n) To invest funds in any way permitted by law for the investment of trust funds, and upon such terms as the Board thinks fit;
- (o) To accept by transfer, conveyance, gift, bequest, sponsorship, or otherwise, from any person or persons, Trustee or Trustees, board, company, or other corporation, any real or personal property whether or not subject to any existing trusts or encumbrances; (subject to the restriction in clause 15.2);
- (p) To compromise, compound, relinquish, abandon, or settle any claim, demand, action, suit, proceeding or defence relating to the trust property, or any gift, bequest or otherwise, to the trust property;
- (q) To borrow or raise money, from time to time, with or without security, and upon such terms as to priority and otherwise as the Board thinks fit; (subject to the restriction in clause 15.2);
- (r) To do all things as may from time to time be necessary, or desirable, to enable the Board to give effect to, and attain, the charitable purposes and objects of the Trust;
- (s) The Board has the authority to incorporate the Trust under the Charitable Trusts Act 1957.

9.2. **Employment**

Under Rule 7.1(a) the Board may employ as agents, officers and staff, persons who are members of the Board but subject always to Rule 12.2.

10. **ACCOUNTS**

10.1. **True and Fair Accounts**

The Board shall keep true and fair accounts of all money received and expended.

10.2. **Audit**

- vi. The Board shall, as soon as practicable after the end of every financial year, cause the accounts for that year to be audited or reviewed by an accountant, and the Board will decide if the accounts will be audited or reviewed. The Board shall present the reviewed or audited accounts to the annual meeting of the Trust.

10.3. **Financial Year**

The financial year of the Trust shall be from the 1st day of July in each year to the 30th day of June in the next year, or such other period as determined from time to time by the Board.

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11. RELATIONSHIP/REPORTING

11.1. Reports

The Board shall present annual reports at the Annual General Meeting. The annual report will include Chairs report, financial report, retirements and appointments.

12. DELEGATION

12.1. Power to delegate

The Board may, from time to time, appoint any committee, and may delegate in writing, any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may, without confirmation by the Board, exercise or perform the delegated powers or duties in like manner, and with the same effect, as the Board could itself have exercised or performed them.

12.2. Delegate Bound

Any committee or person, to whom the Board has delegated powers or duties, shall be bound by the charitable terms of the Trust.

12.3. Delegation Revocable

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

12.4. Delegate need not be Board Member

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

13. COMMON SEAL

The Board shall have a Common Seal which shall be kept in the custody of the Secretary, or such other office as shall be appointed by the Board, and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of, and accompanied, by the signature of two (2) members of the Board.

14. LIABILITY AND INDEMNITY OF TRUSTEES

14.1. No Trustee shall be personally liable for any loss to the Trust fund not attributable to his or her own dishonesty, or the wilful commission, or omission of an act known to be a breach of trust.

14.2. Each Trustee shall be entitled to full and complete indemnity from the Trust fund for any personal liability he or she may incur in any way arising from, or in connection with, him or her acting as a Trustee of the Trust, providing such

liability is not attributable to his or her own dishonesty, or to the wilful, commission, or omission, by him or her, of an act known to him or her to be a breach of trust.

15. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

15.1. Application

Any income, benefit or advantage, shall be applied to the charitable purposes and objects of the Trust.

15.2. Influence

No person associated with the Trust, shall derive any income, benefit or advantage from the Trust where they can influence the payment of such income, benefit or advantage.

16. ALTERATIONS OR RESCISSION OF DEED

These Rules may be altered, added to, rescinded or otherwise amended by a resolution passed by a two-thirds majority at a Board meeting, provided that no such amendment shall:


- (a) Take effect unless it is confirmed by a two-thirds majority resolution of the Board;
- (b) 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.

17. DISPOSITION OF ASSETS

- 17.1. If on the winding up, the liquidation of the Board, or on its dissolution by the Registrar, there remains, after payment of all the Trust debts and liabilities, any property or assets whatsoever, they shall be given or transferred to the Trustees of another charitable trust within Central Taranaki for the carrying out of charitable purposes and objects similar to the purposes and objects of the Trust, or the purposes and objects referred to in clause 4 hereof.
- 17.2. If the Board is unable to make such decision, such property shall be disposed of in accordance with the directions of a Judge of the High Court pursuant to Section 27 of the Charitable Trusts Act 1957.

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TŪTAKI YOUTH INCORPORATED TRUST

SIGNED by) 
as Trustee in the presence of)

Witness Signature: *E.E. Hall*
Witness Name: *Ellen Hall*
Occupation: *Manager*
Address: *97 Regan Street, Stratford*

SIGNED by) *R Whareaitu*
as Trustee in the presence of)

Witness Signature: *E.E. Hall*
Witness Name: *Ellen Hall*
Occupation: *Manager*
Address: *97 Regan Street, Stratford*

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as Trustee in the presence of)

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SIGNED by)
as Trustee in the presence of) *99 Night*

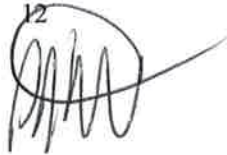
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TŪTAKI YOUTH INCORPORATED TRUST

SIGNED by)

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as Trustee in the presence of:

Witness Signature: *E E Hall*

Witness Name: *Ellen Hall*

Occupation: *Manager*

Address: *97 Regan Street, Stratford*

SIGNED by)

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Witness Name:

Occupation:

Address:

SIGNED by)

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Witness Signature:

Witness Name:

Occupation:

Address:

