

**Deed of Charitable Trust - Katikati
Community Centre Charitable
Trust**

between

Katikati Community Resource Centre Incorporated

and

Zinta Selga Krumins, Nicola Anne Austin, Lucia
Ann Vallely and Elizabeth Anne Plant

Deed of Charitable Trust - Katikati Community Centre Charitable Trust

Date: **16. NOVEMBER** 2021

Parties

Katikati Community Resource Centre Incorporated (Settlor)

Zinta Selga Krumins, Nicola Anne Austin, Lucia Ann Vailley and Elizabeth Anne Plant (Original Trustees)

Background

- A. The Settlor wishes to establish a charitable trust to be known as Katikati Community Centre Charitable Trust.
- B. The Original Trustees have agreed to act as the first Trustees of that Trust.
- C. This Deed specifies the purposes of the Trust and provides for its control and governance.

This deed records

1. Interpretation

1.1 In this Deed unless the context otherwise requires:

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| Annual Meeting | has the meaning given to it in clause 15.1. |
| Appointer | has the meaning set out in clause 9.1. |
| Balance Date | means 31 st December, or any other date adopted from time to time by the Trustees as the end of the Trust's Financial Year. |
| Board | means the Trustees of the Katikati Community Centre Charitable Trust established by this Deed and incorporated as a Board pursuant to the Charitable Trust Act 1957 (or, prior to incorporation of the Board pursuant to clause 20, the Board collectively) |
| Centre Manager | means the manager of the Katikati Community Centre from time to time. |
| Chairperson | means the Chairperson who is the Trustee appointed in accordance with clause 10.1. |
| Charities Act | means the Charities Act 2005. |
| Deed | means this deed and including any amendments to it from time to time. |

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| Default Duties | means the duties that must be performed by the Trustees as set out in sections 29 to 38 of the Trusts Act 2019 except to the extent those duties have been modified by this Deed. |
| Financial Year | means any year or other accounting period ending on the Balance Date. |
| Mandatory Duties | means the duties that must be performed by the Trustees as set out in sections 23 to 27 of the Trusts Act 2019. These duties are set out in clause 12 of this Deed. |
| month | means calendar month. |
| officer | means a Chairperson, Secretary or Treasurer holding office pursuant to clause 10. |
| Purposes | means the charitable purposes of the Trust as set out in clause 5.1 of this Deed. |
| Tax Act | means the Income Tax Act 2007. |
| Trust Assets | means any real and personal property owned or held by the Board on the trusts of this Deed from time to time including such further money or property as may from time to time be added by way of capital or income to be held by the Board upon the Trusts, for the charitable purposes and with the powers as set out in this Deed. |
| Trust | means the charitable trust established by this Deed and known as the Katikati Community Centre Charitable Trust. |
| Trustees | means the trustee or trustees of the Trust for the time being (including all or any of the Original Trustees who remain as trustees and any additional or substituted trustees). |
- 1.2 Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Deed.
- 1.3 References to parties are references to parties to this Deed.
- 1.4 References to persons include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, estates, agencies of state, government departments, state-owned enterprises and municipal authorities in each case whether or not having separate legal personality.
- 1.5 Expressions defined in the main body of this Deed bear the defined meaning in the whole of this Deed including the recitals.
- 1.6 References to clauses and recitals are references to clauses and recitals of this Deed.
- 1.7 References to the singular include the plural and vice versa.

- 1.8 Any obligations not to do anything shall be deemed to include any obligation not to suffer, permit or cause that thing to be done.
- 1.9 References to statute include references to any regulations, orders or notices for the time being in force made under or pursuant to such statute, and references to a statute include references to all amendments to that statute or otherwise, and references to a statute or provision thereof include references to any statute or provision for the time being in force passed in substitution for that statute or provision thereof.

2. **Establishment**

- 2.1 The Settlor settles the sum of \$100.00 on the Board as an initial settlement on the Trust.
- 2.2 The Trustees agree to act as trustees of the Trust on the terms set out in this Deed.
- 2.3 The Trust shall comprise all Trust Assets which shall be held on trust by the Board and shall be managed and administered on the terms set out in this Deed.
- 2.4 The Trust shall commence on the date of this Deed and shall continue until terminated under clause 29.

3. **Name of Trust**

- 3.1 The Trust shall be known as the "Katikati Community Centre Charitable Trust".

4. **Office**

- 4.1 The office of the Trust and the Board shall be at 45 Beach Road, Katikati or such other place as the Board from time to time decides.

5. **Charitable Purposes**

- 5.1 The charitable purposes of the Trust shall be:

To be beneficial to the community of the Katikati/ Waihi Beach ward by:

Delivering valued services and activities to provide additional support to, and development of, youth in the local area.

Providing a neutral trustworthy place where individuals and other groups can find activities and space to develop for the good of the community.

Delivering activities, information and support for individual development and wellbeing.

Promoting cultural inclusion and participation through our activities and services.

Developing effective partnerships with other stakeholders to weave a resilient and socially connected community.

Delivering services, in line with other stakeholders, which achieve planned outcomes.

- 5.2 In interpreting the terms of this Deed:

- (a) the Purposes in clause 5.1 shall take precedence.
- (b) all other purposes shall be pursued to further the Purposes.

6. Limitation on Purposes

- 6.1 The Purposes of this Trust may not extend to any matter or thing which is not charitable within the meaning of the Tax Act or the Charities Act or not carried out within New Zealand.

7. Powers

- 7.1 The Board shall in addition to all other powers conferred by law have the widest possible powers and discretions to achieve the Purposes of the Trust and shall be empowered to exercise all the rights, powers and privileges and may incur all the liabilities and obligations of a natural person of full age and capacity.

- 7.2 Subject to the provisions of this Deed, the Board shall have all powers over and in respect of the Trust and the Trust Assets which it could exercise if it was the absolute and beneficial owner of the Trust Assets. In particular, without derogating from the foregoing and subject to the provisions of this Deed, the Board shall have full and absolute power to do the following:

- (a) to raise money by all means and in particular to solicit, receive and enlist financial or other aid from individuals and organisations, including gifts and bequests from individuals and organisations, and to conduct fundraising activities;
- (b) to promote and further the Purposes by the publication and distribution of papers, journals and other publications and by advertising in any medium or by any other means;
- (c) to make such payments, grants, loans or provide such other financial assistance to any person on such terms and conditions as the Board thinks proper;
- (d) to enter into any arrangements with any government, public or local authority that may seem conducive to the Purposes and to obtain from any such government or authority any rights, privileges or concessions which the Board may think is desirable to obtain, and to carry out and to comply with any such arrangements, privileges, rights and concessions;
- (e) to purchase, sell, lease, or otherwise deal with the Trust Assets on such terms and conditions as the Board thinks fit;
- (f) to maintain the Trust Assets;
- (g) to provide such amenities as considered necessary;
- (h) to operate any lawful trading activity;
- (i) to borrow money or provide guarantees on such terms, conditions or security (including mortgages) as the Board considers appropriate;
- (j) to invest or lend money on such terms as the Board decides and to vary such loans or investments from time to time;

- (k) to subscribe for, pay up and accept shares in any limited liability company and to purchase or otherwise acquire and hold shares in such companies and to join in and become a member of any partnership, joint venture or other business enterprise of which the Board approves. This includes the power to act as a shareholder and exercise all powers of a shareholder;
- (l) to employ and act as a good employer towards any person engaged to carry out the services of the Trust with power to dismiss such person as necessary;
- (m) to contribute to any tax charity (as defined in the Tax Act) having substantially similar purposes as the Purposes;
- (n) to receive from the New Zealand Government or any council, board or body under the jurisdiction thereof or any other government, state or national body or any international organisation, any grant, subsidy or payment whatsoever in order to further the Purposes;
- (o) to charge any person for use of the Trust Assets such charges as may be fixed by the Board;
- (p) to join with any other person, group, body or organisation under such arrangement as the Board thinks fit to provide for the Purposes;
- (q) to pay all or any of the reasonable expenses incurred in and in connection with the establishment, incorporation and running of the Trust, provided such expenses are no greater than market rates;
- (r) to insure against loss or damage by any cause whatsoever any insurable property forming part of the Trust Assets, and to insure against any risk or liability against which it would be prudent for a person to insure if he were acting for himself, for such amounts and on such terms as the Board may from time to time think fit;
- (s) to enter into contracts with any other person for the purposes of managing and operating the Trust;
- (t) to instruct agents and consultants to act in relation to the Trust Assets or assets intended to be acquired by the Trust;
- (u) to do the above things as principal, agent, contractor, trustee or otherwise and by or through agents, trustees or otherwise and either alone or in association with others;
- (v) to bank all monies received into the Trust's accounts on behalf of the Trust;
- (w) to apply for and acquire any licences or permits required for the continued operation of the Trust;
- (x) to engage in prosecution, defend and otherwise take any legal proceedings on behalf of the Trust or any affiliated bodies, and for that purpose to extend such monies and employ such solicitors, counsel, and other advisers as the Trust may deem necessary, subject to the approval of the Board;
- (y) to do anything in line with the Trust objectives that is permitted or required to be done by these rules, or by any statute, regulation, or rule of law of Aotearoa/New Zealand.

- 7.3 None of the powers conferred on the Board by this clause shall otherwise be deemed subsidiary or ancillary to any other power or authority and the Board shall be entitled to exercise all or any of the said powers and authorities independently of any other or others of them. In the event of any ambiguity this provision shall be construed so as to widen and not restrict the powers of the Board provided however that at no time shall any provision be construed so as to detract from the charitable purposes of the Trust.

Special Trusts

- 7.4 When property is accepted by the Board upon special trusts to be declared by the donor all the powers and provisions of these presents shall be deemed to be incorporated in the deed declaring such special trusts except insofar as the same shall be expressly excluded or modified or be inconsistent with such special trusts.

8. Number of Trustees

- 8.1 The number of Trustees shall be not less than 4 nor more than 7. If at any time there are less than 4 Trustees, the Appointer shall increase the number of such Trustees to 4 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 Board shall be called into question on such account provided that such actions are limited to essential administrative matters only.

9. Appointment and Removal of Trustees

- 9.1 The power of appointment and removal of Trustees shall be vested initially in Robyn Gwendalyne Paterson (**Appointer**).
- 9.2 Each person who holds the role of Appointer may appoint by deed another person to replace them as Appointer.
- 9.3 Every person appointed pursuant to clause 9.2 must be approved by the Trustees prior to the deed being signed by the Appointer.
- 9.4 If an appointment pursuant to clause 9.2 is made, the appointment will come into effect on the date or future event specified in the deed.
- 9.5 Any appointment pursuant to clause 9.2 may be revoked in writing at any time before it takes effect.
- 9.6 If the Appointer ceases to be the Appointer and has not appointed a replacement Appointer under clause 9.2, the Trustees will discuss possible candidates for the Appointer role and will unanimously decide on one or more candidates who will be approached to discuss the position.
- 9.7 If the Trustees determine that the Appointer has failed to fulfil their duties as Appointer, the Trustees can ask the Appointer to attend dispute resolution with them, as outlined in clause 30, to try to resolve the issue between the parties. If after a dispute resolution session, the Appointer still fails to fulfil their duties as Appointer (in the sole discretion of the Trustees) the Trustees may by unanimous decision give the Appointer notice that they have been removed from the role of Appointer.
- 9.8 An Appointer shall cease to be the Appointer, if the Appointer:
- (a) is removed by the Trustees pursuant to clause 9.7;
 - (b) resigns as Appointer by giving written notice to the Chairperson;
 - (c) dies while holding office as a Appointer;

- (d) becomes bankrupt;
- (e) is convicted of an indictable offence without right of further appeal;
- (f) becomes of unsound mind or becomes subject to a personal order or a property order under the Protection of Personal and Property Rights Act 1988.

9.9 The Appointer shall have the power to appoint and remove Trustees, provided that:

- (a) any Trustee appointed must be (in the sole discretion of the Appointer) suitably qualified, educated or interested in order to advance the Purposes set out in this Deed; and
- (b) the Appointer shall appoint and remove Trustees in accordance with the procedure outlined by the Board.

9.10 Term of Trustee

- (a) after the completion of an initial 3-year term, a Trustee may apply to be re-elected for a further 2 year term.
- (b) in exceptional circumstances, the Appointer may extend that 2-year period to 4 years.
- (c) a retired Trustee may be eligible for re-election after a minimum of 2 years since they have last been a Trustee.

9.11 A Trustee shall cease to hold office if the Trustee:

- (a) comes to the end of their term as Trustee under clause 9.10;
- (b) resigns as Trustee by giving written notice to the Chairperson;
- (c) dies while holding office as a Trustee;
- (d) becomes bankrupt;
- (e) is convicted of an indictable offence without right of further appeal;
- (f) becomes of unsound mind or becomes subject to a personal order or a property order under the Protection of Personal and Property Rights Act 1988;
- (g) is removed by the Appointer;
- (h) becomes disqualified to be an officer of a charity in accordance with the Charities Act;
- (i) Is absent from New Zealand for 4 months or more (consecutively) and has not been able to participate in meetings via telephone or web conferencing;
- (j) fails to attend 3 consecutive Board meetings without being granted written leave of absence by the Board.

9.12 The Appointer shall also have the power to appoint any person at any time or times as an advisory Trustee provided that any such advisory Trustee shall not vote on any resolution of the Trustees or participate in the management or administration of the Trust Assets.

9.13 The Trustees shall record in the Minute Book of the Trust every appointment, reappointment, removal or cessation of office of any Trustee and shall notify Charities Services of all changes of Trustees in accordance with the Charities Act.

10. **Appointment and Election of Officers**

10.1 The Trustees shall appoint one of their number to be Chairperson of the Board to hold office for a period not exceeding 2 years from the annual meeting.

10.2 The Trustees shall appoint one of their number to be Secretary to hold office for a period not exceeding 2 years from the annual meeting.

10.3 The Trustees shall appoint one of their number to be Treasurer to hold office for a period not exceeding 2 years from the annual meeting.

10.4 The Secretary and Treasurer may be the same person.

10.5 Only the Trustees are eligible to be officers of the Board. Any officer of the Board shall automatically cease to hold office upon ceasing to be a Trustee.

10.6 A Trustee may resign from an office to which that Trustee has been appointed, without resigning as a Trustee.

11. **Duties and Functions of the Board**

11.1 The Board shall conduct the business and activities of the Trust in an open and transparent manner.

11.2 The Board will set policies and resolve on courses of action and means of implementing the same so as to achieve the Purposes.

11.3 The Board will monitor the activities of the Trust to ensure its assets are used as effectively as possible to achieve the Purposes and to demonstrate to those bodies and agencies which fund and support the Trust's activities that the funding and support provided is being effectively applied and utilised.

11.4 The Settlor expressly declares that it is its intention that the Trust shall be a perpetual trust but that the Board shall have power to:

(a) deal with the income derived from the Trust Assets in accordance with clause 11.5; and

(b) pay, appropriate or contribute such portion of the capital of the Trust Assets towards the attainment of the Purposes as the Board considers prudent taking into account the above intention;

provided that nothing in this clause shall restrict the powers of the Board pursuant to clause 29 of this deed.

11.5 The Board shall stand possessed of the income derived from the Trust Assets upon the following trusts to:

(a) pay or apply the same or any part of the current net annual income for or towards the Purposes;

- (b) appropriate for any of the Purposes the whole or any part of the net annual income arising from the Trust whether or not the same shall have been received by the Board;
 - (c) make or retain out of or charge against income in any income year any payments, reserves or any provision of a capital nature for any of the Purposes or incidental to the exercise of any of the powers, authorities or discretions conferred on the Board by this Deed in respect of the Trust Assets;
 - (d) accumulate the whole or any part of current net annual income derived by the Trust by investing the same in the resulting income therefore to the intent that the Board may elect either to:
 - (i) resort to any accumulated surplus for the same purposes and subject to the same trusts and powers as set out in this Deed as for income; or
 - (ii) add any accumulated surplus as an accretion to the Trust Assets to be held by the Board upon the same trusts and with the powers declared in this Deed in respect of the capital of the Trust Assets.
- 11.6 In the first year of the Trust, the Board shall complete a draft statement of corporate intent as soon as practicable. Thereafter, the Board shall complete a draft statement of corporate intent at least 4 months before the Balance Date in each year.
- 11.7 Each statement of corporate intent shall be for the immediately following Financial Year and shall specify the following information:
- (a) the Purposes;
 - (b) the nature and scope of the activities to be undertaken;
 - (c) the accounting policies;
 - (d) the performance targets and other measures by which the performance of the Board may be judged in relation to the Purposes;
 - (e) such other matters as decided by the Board.
- 11.8 The Board shall inform the regional trusts or organisations (if any), members (if any), sponsors and contractual parties of the Trust's draft statement of corporate intent not later than 3 months before the commencement of the Financial Year to which it relates. However, in the first year of the Trust such notice shall be given as soon as practicable.
- 11.9 Any comments on the draft statement of corporate intent by the regional trusts or organisations (if any), members (if any), sponsors and contractual parties must be made in writing and must be received by the Board not later than 6 weeks before the commencement of the Financial Year to which it relates. However, in the first year of the Trust such comments on the draft statement of corporate intent must be made in writing and must be received by the Board not later than 6 weeks after receipt of such notice.
- 11.10 The Board shall:
- (a) consider any comments on the draft statement of corporate intent that are made to it; and

- (b) report on the completed statement of corporate intent (including response and reasons for the response to comments on the draft) at the Annual Meeting.

12. **Mandatory Trustee Duties**

- 12.1 The Trustees acknowledge that they are subject to, and must perform, the Mandatory Duties under the Trusts Act 2019. The Mandatory Duties are set out in this clause 12.

Duty to know the terms of trust

- 12.2 Each Trustee must know the Terms of the Trust.

Duty to act in accordance with terms of trust

- 12.3 The Trustees must act in accordance with the Terms of the Trust.

Duty to act honestly and in good faith

- 12.4 The Trustees must act honestly and in good faith.

Duty to act to further permitted purpose of trust

- 12.5 The Trustees must hold or deal with the Trust Property, and otherwise act, to further the Purposes in accordance with the Terms of the Trust.

Duty to exercise powers for proper purpose

- 12.6 The Trustees must exercise their powers for a proper purpose.

13. **Default Duties**

- 13.1 The Trustees acknowledge that they are subject to, and must perform, the Default Duties under the Trusts Act 2019 as excluded or modified in this clause 13.

- 13.2 If the Trusts Act 2019 is amended, repealed or replaced, the modifications to, or exclusions of, the Trustee's duties set out in this clause 13 will continue to apply to the fullest extent permitted by the law, with all necessary modifications.

General duty of care

- 13.3 The Trustees have a general duty of care as set out in section 29 of the Trusts Act 2019 to exercise the care and skill that is reasonable in the circumstances when administering the Trust.

- 13.4 This duty will be subject to the provisions of this Deed.

Duty to invest prudently

- 13.5 The duty to invest prudently under the section 30 of the Trusts Act 2019 is specifically excluded. The Trustees may invest the Trust Property in any manner that they determine to be a responsible investment to maintain the purposes of the Trust.

- 13.6 The Trustees may enter into a transaction which advances the Purposes, either directly or indirectly.

- 13.7 If the Trust Property includes any shareholding in any company or interest in any business:

- (a) The Trustees will not be under any duty to interfere with the company or business.

- (b) The Trustees may leave the administration, management and conduct of the company or business to the directors, or other authorised persons, for the company or business.
- (c) The Trustees may assume that the conduct of the company or business is being competently managed, and the Trustees are under no duty to take steps to enquire whether those assumptions are correct.
- (d) The Trustees will not be liable for any act or omission of the directors or other authorised persons associated with the company or business.

Duty not to exercise power for own benefit

- 13.8 Despite section 31 of the Trusts Act 2019, the Trustees may exercise any powers or discretions in favour of one or more of the Trustees, if that exercise is in accordance with this Deed. This is a modification of section 31 of the Trusts Act 2019.

Duty to consider exercise of power

- 13.9 The duty to actively and regularly consider the exercise of the Trustee's powers under section 32 of the Trusts Act 2019 is specifically excluded.

Duty not to bind or commit Trustees to future exercise of discretions

- 13.10 A Trustee must not bind or commit Trustees to a future exercise or non-exercise of a discretion. This mirrors the duty set out in section 33 of the Act.

Duty to avoid conflict of interest

- 13.11 The Trustees may enter into any transaction, exercise any power conferred on them or otherwise act, even though the Trustees, or any of them, may have an interest directly or indirectly in the transaction, exercise of power or act, provided that:
- (a) the interest is declared prior to the decision of the Trustees to enter into the transaction, exercise the power or otherwise act; and
 - (b) recorded in the written resolution of the Trustees.

This is a modification of the duty under section 34 of the Trusts Act 2019.

Duty not to profit

- 13.12 The duty that a Trustee not profit from their trusteeship of the Trust under section 36 of the Trusts Act 2019 is specifically excluded.

Duty to act for no reward

- 13.13 Despite section 37 of the Trusts Act 2019, the Trustees are entitled to receive honorarium payments and to be reimbursed for their services to the extent set out in clause 25. This is an exclusion of the duty under section 37 of the Trusts Act 2019.

Duty to act unanimously

- 13.14 The Trustees must act unanimously. This mirrors the duty set out in section 38 of the Trusts Act 2019.

14. Proceedings of the Board

- 14.1 Meetings of the Board shall be held at such times as may be determined from time to time by the Board but must be not less than 1 meeting every 3 months
- 14.2 All meetings of the Board shall be chaired by the Chairperson. Should the Chairperson not be present, those of the Trustees present shall elect an acting chairperson from their number to chair that meeting
- 14.3 The Board will, on a regular basis, but not less than once per year, hold a public meeting to present the Trust's financial statements and review Trust operations in the previous year and communicate plans for the following year.
- 14.4 All motions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by a show of hands or oral indication unless a ballot is directed by the Chairperson or required by any 2 of the Trustees present at the meeting.
- 14.5 Voting at meetings of the Board shall be by simple majority, except for meetings held pursuant to clause 29.1.
- 14.6 The Chairperson is not entitled to a second or casting vote.
- 14.7 If the voting is tied on a motion the motion will be lost.
- 14.8 The Secretary shall post by ordinary mail, or send by email or fax, written notice of the date, time and place of each meeting of the Board to all of the Trustees so that it is received in the ordinary course of the post or email or fax transmission not less than 7 clear days prior to the meeting. This procedure will not apply to meetings called by the Chairperson pursuant to clause 14.14.
- 14.9 A meeting of the Board may be impeached or called into question solely on the ground that the requisite notice has not been given, but only by a Trustee.
- 14.10 A proper written record of all decisions and business transacted at every meeting of the Board shall be kept by the Secretary. The minutes may include notice of the next meeting if fixed at the meeting.
- 14.11 A resolution in writing approved by the Board shall be valid as if it had been passed at a meeting of the Board duly called and held. Any such resolution may consist of several documents in like form each signed by the majority of the Board.
- 14.12 The Trustees shall otherwise meet together for the conduct of the affairs of the Trust from time to time and shall regulate and conduct their meetings as they think fit and for such purpose as they may make, such rules and regulations as they consider desirable, including, without limitation, rules and regulations relating to the conduct of telephone meetings.
- 14.13 A quorum for meetings of the Trustees (including Annual Meetings) shall be 3 (excluding advisory Trustees).
- 14.14 The Chairperson may call a special meeting of the Board (other than one at which it is proposed to move a resolution under clause 27.1) by any means (including by telephone) at any time provided that the Chairperson in so doing gives at least 7 clear days' notice which must include advice of the matters to be considered at the special meeting to each of the Trustees then within New Zealand.

14.15 The Board will operate according to the defined code of conduct and governance rules.

15. Annual Meetings

15.1 Within 6 months of the end of each Financial Year a meeting (**Annual Meeting**) shall be called to:

- (a) receive and consider the annual report and review the Board's activities during the preceding year;
- (b) receive, consider and adopt the audited income and expenditure account and balance sheet;
- (c) consider any resolution notice of which shall have been given in writing to the Secretary of the Board at least 14 days before the meeting;
- (d) consider any general business;
- (e) report on the statement of corporate intent for the following year;
- (f) appoint an Auditor who shall not be a Trustee.

16. Delegation by the Board

16.1 The Board shall have, to the extent permitted by law, full power to delegate to:

- (a) any Trustee;
- (b) any officers or employees of the Board; or
- (c) any attorney, agent or other person nominated or appointed by the Board,

all or any of the powers, authorities and discretions exercisable by the Board under this Deed, but without in any way releasing the Board from its obligations under this Deed.

16.2 Centre Manager shall:

- (a) be an ex-officio non-voting Board member. Their presence does not count towards meeting quorum requirements;
- (b) regularly report to the Board on strategy, planning, outcomes achieved, issues, financial outcomes, project recommendations, and community needs analyses;
- (c) shall be responsible for acting on and implementing the decisions of the Board.

16.3 Board Subcommittees

- (a) the Board may appoint 1 or more of its members to be a subcommittee for making any enquiry, or for superintending, or for transacting any business on behalf of the Trust
- (b) a subcommittee must have a Board member as lead of that committee
- (c) each subcommittee established is to have a purpose, objectives, and timelines for deliverables agreed with the Board, along with any delegations and commitments that may be entered into by the subcommittee on behalf of the Trust

- (d) volunteers, residents, and co-opted parties may also be appointed to a subcommittee in addition to a Board member(s) to conduct the business of the subcommittee. Such appointments are to be based on the skills and the needs of the subcommittee to achieve its objectives
- (e) recommendations from subcommittees are to be submitted to the Board to be received and actions agreed and subsequently incorporated into the appropriate Board minutes.

17. **Bank Accounts and Property**

- 17.1 The Trust Assets will be held by and in the joint names of the Trustees until the Board is incorporated as a Board under the provisions of the Charitable Trusts Act 1957, in which case it will be held by and in the name of the Board.
- 17.2 Bank accounts shall be operated on the signatures of a minimum of any two persons, but one of the signatories must be a Trustee.
- 17.3 The Treasurer or other officer of the Board shall have the power to receive and give receipts for all legacies, donations, subscriptions or other moneys bequeathed, made or given to the Trust and every such receipt shall be an effective discharge for the money or other money stated to have been received.

18. **Execution of Documents**

- 18.1 When the Board is incorporated under the Charitable Trusts Act 1957, documents to be executed by the Board shall be executed under its common seal and attested by any 2 of the Trustees, one of whom shall be the Chairperson.

19. **The Common Seal**

- 19.1 The Secretary shall keep the Common Seal at the registered office of the Trust.
- 19.2 The Seal shall not be affixed to any instrument except in pursuance of a resolution of the Board and in the presence of two members of the Board.

20. **Incorporation**

- 20.1 The Trustees shall immediately apply for incorporation under Part 2 of the Charitable Trusts Act 1957 as a Board under the name "Katikati Community Centre Trust Board".

21. **Membership**

- 21.1 The Board may establish a membership. The Trustees may:
 - (a) invite persons, firms and corporations who wish to support or take an interest in the Purposes to become members of the Trust;
 - (b) establish different classes of membership;
 - (c) fix and charge membership fees (including joining fees and subscriptions) for members or each class of members, as the case may be;

- (d) call members' meetings;
- (e) subject to clause 21.2 determine the rules relating to membership and confer membership rights on members; and
- (f) issue membership certificates or other evidence of membership.

21.2 Limitations on personal benefit arising from membership rights:

- (a) all income, benefit or advantage shall be applied to the Purposes of the Trust.
- (b) no member of the Trust or any person associated with a member shall participate in or materially influence any decision made by the Board in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever.
- (c) any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- (d) the provision and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.
- (e) membership shall not confer on any member the right to vote at any meeting of the Trust or the Board or to control the Trustees or the Board in the exercise of their powers.

22. **Accounts**

- 22.1 The Board will cause complete and accurate records to be kept in such manner as it thinks fit of all its receipts, credits, payments, liabilities and other matters necessary for showing the true state and condition of the Trust.
- 22.2 The annual accounts of the Trust shall be prepared by an independent accountant appointed for that purpose by the Board. To avoid any doubt the independent accountant may be an accountant employed by the Settlor.
- 22.3 The books of account shall be kept at the office of the Trust and shall be open at all reasonable times to inspection and copy by any of the Trustees.
- 22.4 The Board will have the Trust's accounts audited each year by an independent auditor appointed by the Board.
- 22.5 The Board will properly receive all payments and property paid or transferred to the Trust, will properly meet all liabilities and responsibilities incurred or undertaken by it, and will properly administer the Trust Assets.

23. **Tax Returns and Annual Returns**

- 23.1 The Board shall cause to be prepared or filed with the Inland Revenue Department and Charities Services all necessary tax accounts, annual returns, reports, declarations, notices, certificates, reconciliations and other information required to be prepared or filed so as to allow the Trust to retain its charitable status for taxation purposes and to meet all of its obligations under the Trusts Act 2019 administered by the Inland Revenue Department and Charities Services.

24. Declarations of Interest

- 24.1 No Trustee shall vote on any matter in which he or she has any personal or pecuniary interest or in which any company or other body in which a Trustee has a personal or financial interest itself has any pecuniary interest.
- 24.2 Any Trustee shall declare any such interest in writing as soon as the Trustee concerned becomes aware of the existence of the interest, the declaration to include all relevant detail needed to result in a full and fair disclosure. All Trustees shall act in good faith in all such matters.

25. Honorarium and Payments of Expenses

- 25.1 Subject to clause 25.3, any Trustee may be entitled to be paid an honorarium payment while acting as a Trustee of the Trust. Any honorarium payment made under this clause to a Trustee shall be equal to honorarium payments paid to school trustees attending board meetings in New Zealand, as set by the Government of New Zealand from time to time. The Chairperson of the Board shall be entitled to the same honorarium payment per meeting as a chairperson of a school board. The other Trustees of the Trust shall be entitled to the same honorarium payment per meeting as a board member of a school board. The payment of any honorarium under this clause shall be subject to any relevant taxation rules in New Zealand at the time the payment is made.
- 25.2 Subject to clause 25.3, Trustees and the Appointer shall be entitled to be paid all usual professional, business and trade charges for business transacted, time expended, and all acts done by him or her or any employee or partner of his or hers in connection with the trusts of this Deed, and to such expenses incurred in that capacity as the Board may from time to time authorise or ratify by resolution.
- 25.3 With the exception of any changes to the Government framework as outlined at clause 25.1, no Trustee receiving an honorarium or any Trustee or Appointer receiving any reimbursement as referred to in clauses 25.1 or 25.2 shall take part in any deliberations or proceedings relating to the payment or otherwise of that honorarium or reimbursement nor shall that Trustee or Appointer in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid. Any such honorarium or reimbursement must be approved in writing by the Board and shall be in accordance with the policies and procedures of the Katikati Community Centre, from time to time.
- 25.4 The Settlor acknowledges that this clause modifies the Default Duties set out in sections 31, 36 and 37 of the Trusts Act 2019.

26. No Private Pecuniary Profit

- 26.1 Nothing expressed or implied in this Deed shall permit the activities of the Trust or any business carried on by or on behalf of or for the benefit of the Trust to be carried on for the private pecuniary profit of any individual.

27. Alterations and Additions

- 27.1 Subject to clauses 21.2(d) and 27.2, the Trustees may resolve to amend any provisions of this Deed. Any resolution to effect an alteration or addition must be passed unanimously by the Trustees at a meeting of the Board where not less than 21 clear days' prior written notice of intention to move the amendment is given to all the Trustees.

- 27.2 No amendment may be made to the Trust Deed in any respect which would have the effect of causing the Trust to cease to be a charitable trust or to amend the Purposes to include any objective which is not a charitable objective or one to be achieved outside New Zealand or to amend clauses 5, 21.2, 24, 26, 27 and 29.
- 27.3 Notwithstanding anything set out in clauses 27.1 or 27.2 the Trustees shall amend this Deed to comply with the Tax Act or the Charities Act.

28. Exemption of Trustees' liability and indemnity

28.1 In this clause 28, the term Trustee includes:

- (a) any current or former Trustee;
- (b) any person appointed by a Trustee to exercise specified powers or functions of the Trustee pursuant to section 67 of the Trusts Act 2019; and
- (c) any Special Trust Adviser.

28.2 The provisions of this clause 28 will extend to the directors, shareholders and employees of any body corporate which is a Trustee, as if those directors, shareholders and employees were Trustees.

Exemption of liability

28.3 The Board is expressly authorised to exercise the powers of investment expenditure and acquisition conferred upon it notwithstanding that the Trust Assets may be subject to any liability or liabilities and the Trustees shall not be liable for any loss occurring on the realisation of any asset which pursuant to the exercise of those powers comprises part of the Trust Assets.

28.4 No Trustee will be liable for any loss to the Trust. This clause will not apply if the loss is due to:

- (a) any breach of trust arising from that Trustee's dishonesty, wilful misconduct or gross negligence; or
- (b) any breach of the Trustee's obligations under sections 69 or 72 of the Trusts Act 2019 in relation to the appointment of others to act on their behalf.

Indemnity from Trust Property

28.5 A Trustee is personally liable for an expense or a liability incurred by the Trustee when acting as a Trustee.

28.6 A Trustee who incurs an expense or liability when acting reasonably on behalf of the Trust, is entitled:

- (a) if the Trustee has paid the expense or discharged the liability out of the Trustee's own funds, to reimbursement from the Trust Property; or
- (b) in any other case, to pay the expense or discharge the liability directly from the Trust Property (or to have it paid or discharged by a remaining Trustee).

28.7 Clause 28.6 will not apply if the Trustee's expense or liability is due to any breach of trust arising from the Trustee's dishonesty, wilful misconduct or gross negligence.

28.8 The Board may affect insurance for the Trustees and will meet all costs associated with such insurance.

29. Winding Up

29.1 The Trust may be wound up on a unanimous resolution of all the Trustees at a meeting of the Board called for that purpose.

29.2 In the event of the Trust being wound up and after all liabilities of the Trust have been discharged the Board shall transfer all remaining funds and assets comprising the Trust Assets to another organisation in New Zealand which is exclusively charitable and which has purposes similar to those of the Trust. The receipt of the treasurer or secretary or other proper officer of such trusts or organisations shall be a sufficient discharge to the Board and the Board will not be bound to further see to the application of those funds and assets.

29.3 If the Board is unable to make such decisions the Trust Assets shall be disposed of in accordance with the directions of the High Court under section 27 of the Charitable Trusts Act 1957.

30. Mediation and Arbitration

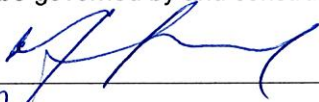
30.1 Any dispute arising out of or relating to this Deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with the mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances.

31. Matters not provided for

31.1 If any matter is not provided for in this Deed, the Trustees shall decide the matter as they see fit

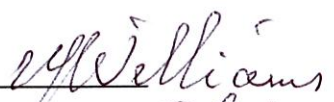
32. Governing Law


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

Signed by 

ZINTA KRUMINIS

Signed by **Katikati Community Resource Centre**
Incorporated by affixing its common seal in the presence of:

M. J. WILLIAMS 
Authorised Witness

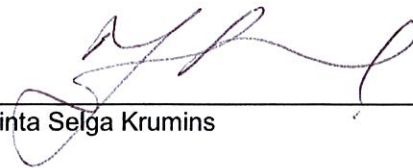
Nicola A Austin 
Authorised Witness

KATIKATI COMMUNITY
RESOURCE CENTRE
Beach Road, Katikati
Ph: (07) 549-0399 Fax: (07) 549-0397

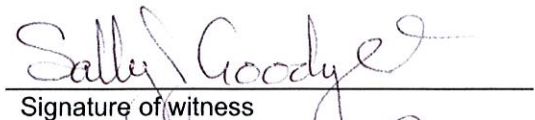


Common Seal

Signed by **Zinta Selga Krumins** as Original Trustees in the presence of:



Zinta Selga Krumins



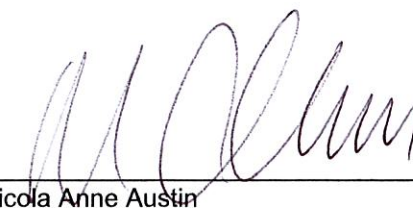
Signature of witness

SALLY JANE GOODYEAR
Name of witness

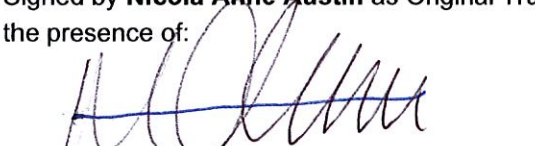
ADMIN ASSISTANT
Occupation

440 WOODLAND RD KATIKATI
Address

Signed by **Nicola Anne Austin** as Original Trustees in the presence of:



Nicola Anne Austin



Signature of witness

SALLY J GOODYEAR
Name of witness

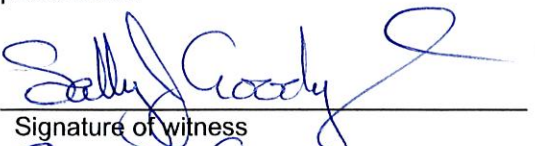
ADMIN ASSISTANT
Occupation

440 WOODLAND RD KATIKATI
Address

Signed by **Lucia Ann Vallely** as Original Trustees in the presence of:



Lucia Ann Vallely



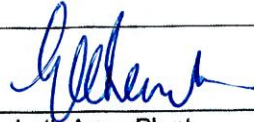
Signature of witness

SALLY GOODYEAR
Name of witness

ADMIN ASSISTANT
Occupation

440 WOODLAND ROAD, KATIKATI
Address

Signed by **Elizabeth Anne Plant** as Original Trustees in the presence of:



Elizabeth Anne Plant



Signature of witness

CERRIE FRICHER

Name of witness

SHARON MANNING

Occupation

191 WITTEAWHARA RD, KATIKATI

Address