

TRUST DEED

FOR

PAEKĀKĀRIKI COMMUNITY TRUST

Amended August 2023

INDEX

- 1.0 Parties
- 2.0 Background
- 3.0 Name
- 4.0 Objective
- 5.0 Members of the Board
- 6.0 Powers
- 7.0 Proceedings of the Board
- 8.0 Accounts
- 9.0 Power to delegate
- 10.0 Employment
- 11.0 Common Seal
- 12.0 Indemnity
- 13.0 Payment of Board Members
- 14.0 Variations to the Trust
- 15.0 Winding up or Dissolution
- 16.0 Activities of the Trust

DEED dated the day of 2023

PARTIES:

1. IAN CLARK, 6 The Parade, Paekākāriki, Retired
2. RONDA THOMPSON of 1 Sand Track, Paekākāriki, Artist
3. FRANCIS MILLS, 48 Wellington Road, Paekākāriki, Retired
4. JANET BORLAND, 25B Beach Road, Paekākāriki, Retired
5. ROBYN MILLS, 3/27 Beach Road, Paekākāriki, Chartered Accountant
6. PAUL RILEY, 5 The Parade, Paekākāriki, Retired
7. JULIE WARREN, 22 The Parade, Paekākāriki, Retired
8. SEAN TREACY, Highway 59, Paekākāriki, Painter

2.0 BACKGROUND

- 2.1 The Trustees have previously created a Trust known as The Paekākāriki Community Trust pursuant to a Deed of Trust dated 27 September 2007. Those Trustees were the holders of the sum of \$10.00 together with such other sums.
- 2.2 In 2011 the Trustees adopted a replacement Trust Deed, pursuant to the power of variation contained in clause 4.10 of the Deed of Trust dated 27 September 2007.
- 2.3 The Trustees have now resolved to adopt a replacement Trust Deed pursuant to the power of variation contained in clause 14.0 of the 2011 Deed of Trust.
- 2.4 The Trustees intend to continue the operation of Paekākāriki Community Trust according to the intent and vision of the replaced Trust Deed but wish to more accurately reflect the charitable objectives under which the Trust operates.

- 2.5 The parties to this deed have agreed to register this deed as an amended deed with the Inland Revenue Department and Charities Commission pursuant to the provisions set out in the Charities Act 2005.

3.0 NAME

- 3.1 The name of the Trust is the **Paekākāriki Community Trust** (“the Trust”).

4.0 OBJECTIVE

- 4.1 The principal objective of the Trust is to refurbish and maintain St Peter’s Hall, managing it as a community centre and resource for the whole community. The presence of this community centre and resource enables and supports the following activities:
- (i) the establishment and facilitation of activities involving education, personal development, Not for Profit ventures, and other services beneficial to members of the Paekākāriki community; and
 - (ii) the provision in Paekākāriki of cultural and heritage experiences, performance opportunities, audience experiences, and other community services; and
 - (iii) the development and maintenance of relationships with other organisations and people in the community to help the Trust achieve its objective.

5.0 MEMBERS OF THE BOARD

- 5.1 The Board of Trustees ("the Board") shall consist of not fewer than three (3) members and no more than nine (9) members.
- 5.2 Only electors registered in the Paekākāriki ward of the Kapiti Coast District Council may become candidates for election as members.
- 5.3 Unless otherwise specified in this a Trustee shall cease to hold office if:
 - (i) the Trustee resigns office; or
 - (ii) the Trustee is declared bankrupt or insolvent; or
 - (iii) the Trustee is convicted of an indictable offence; or
 - (iv) the Trustee is found to be mentally disordered within the meaning of the Mental Health Act 1969; or
 - (v) the Trustee dies; or
 - (vi) in the opinion of a majority of the Trustees expressed by formal resolution, a Trustee is for any reason unable to carry out their duties as a member of the Board.
- 5.4 A Trustee may resign from the Trust at any time by giving two (2) months' written notice to the Board.
- 5.5 The appointment of Trustees shall be by majority vote at the AGM on a show of hands by all those attending the meeting who are resident in the Paekākāriki Ward and entitled to vote in the Local Authority elections.
- 5.6 In the event that the number of members of the Board is reduced below three (3) then, subject to the provisions of Clause 5.2 of this deed, the Board shall coopt a suitable person or persons to make the number up to three (3) or more members.

6.0 POWERS

6.1 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 purposes 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; and
- (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 think necessary or expedient for the purpose of attaining the objective of the trust and to 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; and
- (c) to carry on any business; and
- (d) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit; and
- (e) 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; and
- (f) to do all things as may be necessary or desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust.

7.0 PROCEEDINGS OF THE BOARD

7.1 Subject to any express provision in this deed to the contrary, the Board shall meet together for the dispatch of business, adjourn, or otherwise regulate their meetings as they think fit. Meetings may be held by way of teleconference, email, instant messaging, Skype, or any other suitable electronic means whereby the quorum of the meeting may be able to be in contact with each other.

- 7.2 The Board shall hold a meeting once every calendar year as its annual meeting and at the meeting shall elect a Chairman ("Chair") from its members for the ensuing year. The meeting will be chaired by the current chair.
- 7.3 Questions arising at any meeting of the Board shall be decided by a majority of votes.
- 7.4 The quorum necessary for the transaction of the business of the Trust shall be three (3).
- 7.5 The Chair of the Trust elected in accordance with this deed shall preside over meetings of the Trust but if no such Chair is elected or if at any meeting the Chair is unable to attend the meeting the members of the Board present may choose one of their number to be Chair of the meeting
- 7.6 A resolution in writing signed by all the members of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Board.
- 7.7 A meeting of the Board may be called at any time by the discretion of the Chair or of any two (2) members of the Board and shall be called within twenty-one (21) days after receipt by the Secretary of a requisition signed on their behalf.
- 7.8 Notice of all meetings of members of the Board specifying the object or objects of such meeting shall be posted by the Secretary to the members of the Board at least fourteen (14) days prior to the date fixed for the holding of the meeting. Notice of any meeting may be waived by all Board members signing a waiver of notice and such waiver of notice being placed in the minutes.
- 7.9 The accidental omission to give notice of a meeting to or the non-receipt of notice by any member of the Board shall not invalidate the proceedings of any meeting.
- 7.10 The Board shall produce full and proper minutes of its meetings and proceedings.

8.0 ACCOUNTS

- 8.1 The Board shall keep true and fair accounts of all money received and expended.
- 8.2 The Board shall as soon as practicable after the end of every financial year of the Board, prepare a set of financial accounts for the financial year to be prepared by a suitably qualified accountant appointed for that purpose and the accounts shall be made available to the public. There is no requirement for the accounts to be audited.
- 8.3 A statement of accounts covering the financial affairs of the Trust for the preceeding financial year shall be presented at the annual general meeting.

9.0 POWER TO DELEGATE

- 9.1 The Board 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, and the committee or person, as the case may be, may with confirmation of 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.
- 9.2 Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the Trust.
- 9.3 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.
- 9.4 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. However at least one member of the Board is to be on each subcommittee to provide effective communication back to the Board.

10.0 EMPLOYMENT

- 10.1 The Board may from time to time appoint such staff or contractors as considered necessary for the exercise and performance of the objectives and powers of the Trust and pay such salaries and allowances (if any) to such persons as it thinks fit. Such persons may be, but need not be, members of the Board.
- 10.2 Any member who is appointed to any employment under the Trust who it is proposed shall receive any remuneration, allowance, benefit or advantage of any kind whatsoever from the Trust shall not be entitled to attend or vote or take part in any way in any determination by the Board in relation to such appointment or proposal.
- 10.3 Any member of the Board or associated person who, renders professional services to the Trust shall be entitled to charge or be paid out of the trust fund for all services rendered by him or her as if he or she would have been entitled to charge the Trust if he or she was not a member of the Board or associated person.

11.0 COMMON SEAL

- 11.1 The Trust shall have a common seal, which shall be affixed to documents in the presence of any two (2) members of the Trust for the time being.

12.0 INDEMNITY

- 12.1 The members of the Board, and all officers, contractees, or staff of the Trust shall be indemnified out of the trust fund against any liability incurred by them in defending any proceedings whether civil or criminal taken against them by reason of their actions in relation to or connected with the Trust in which judgement is given in their favor or in which they are acquitted or in which relief is granted to them by the Court in respect of any negligence, default, breach of duty or breach of Trust.

- 12.2 No member of the Board shall be responsible or liable for any loss arising out of the investment of moneys of the trust fund provided that prior approval of the Board has been obtained in respect of such investment and provided further that such loss has not arisen from his or her own dishonesty or willful default or neglect.
- 12.3 No member of the Board shall be bound to take any proceedings against a co-member of the Board or former member of the Board for any breach or alleged breach of trust committed by such a co-member or former member of the Board.

13.0 PAYMENT OF BOARD MEMBERS

- 13.1 Subject to the provisions of this deed none of the Trust Fund shall at any time go to or be distributed to the members of the Board or associated persons within the meaning of the Income Tax Act 1976 or any of them PROVIDED HOWEVER:
- (i) That the members of the Board or any associated person may be paid out-of-pocket expenses incurred by them in connection with their carrying out of the duties of the members of the Board.
 - (ii) The Trust may pay to any person lending money to the Trust interest at a reasonable rate on money so lent.

14.0 VARIATIONS TO THE TRUST DEED

- 14.1 The Board may alter these rules by resolution passed by a two-thirds majority of members present at a Board meeting of which not less than 28 days' notice has been given to all members specifying the alteration which is proposed PROVIDED HOWEVER that no alteration may be made to:
- (a) Clauses 13 or 16 of this deed; or
 - (b) Permit any part of the Trust property to be applied for purposes which are not charitable purposes within New Zealand.
- 14.2 The quorum for any such meeting shall be two-thirds of the Board members.

15.0 WINDING UP OR DISSOLUTION

- 15.1 It shall be lawful for, but not obligatory upon, the Board to realise the trust fund if and when the trust fund shall no longer be used or be required for the objectives declared in Clause 4 of this deed.
- 15.2 The net proceeds arising from such sale, after payment of all costs, debts and liabilities, shall be applied to such charitable purposes for the benefit of the Paekākāriki or Paekākāriki Community in New Zealand as the Board may determine, or in default of such determination as may be determined by a Judge of the High Court of New Zealand, on application by the Trust, or any member of the board.

16.0 ACTIVITIES OF THE TRUST

- 16.1 The activities of the Trust shall be limited to New Zealand.

SIGNED by the said **IAN CLARK**

in the presence of:

Witness name:

Occupation:

Address:

G. LEES GRANT LEES
SOFTWARE ENGINEER
60 TILLEY RD
PAEKAKARIKI

) H. Clark
) G. Lees

SIGNED by the said **RONDA THOMPSON**

in the presence of:

Witness name:

Occupation:

Address:

G. LEES GRANT LEES
SOFTWARE ENGINEER
60 TILLEY RD
PAEKAKARIKI

) Ronda Thompson
) G. Lees

SIGNED by the said **FRANCIS MILLS**

in the presence of:

Witness name: *CHRISTIE*
 Occupation: *SOFTWARE ENGINEER*
 Address: *60 TILLY, RD*
PAEKAKARU.

) *F.C. Mills*
) *A. (Cousin)*

SIGNED by the said **JANET BORLAND**

in the presence of:

Witness name: *Helen Gardiner*
 Occupation: *Retired*
 Address: *65 Wellington Road*
Paekakarū

) *J. Borland*
)

H. Gardiner

SIGNED by the said **ROBYN MILLS**

in the presence of:

Witness name: *Helen Gardiner*
 Occupation: *Retired*
 Address: *65 Wellington Rd*
Paekakarū

) *R. Mills*
)

H. Gardiner

SIGNED by the said **PAUL RILEY**

in the presence of:

Witness name: *Helen Gardiner*
 Occupation: *Retired*
 Address: *65 Wellington Road*
Paekakarū

) *P. Riley*
)

H. Gardiner

SIGNED by the said **JULIE WARREN**

in the presence of:

Witness name: *Helen Gardiner*
 Occupation: *Retired*
 Address: *65 Wellington Road*
Paekakarū

PP) *J. Clark*
)

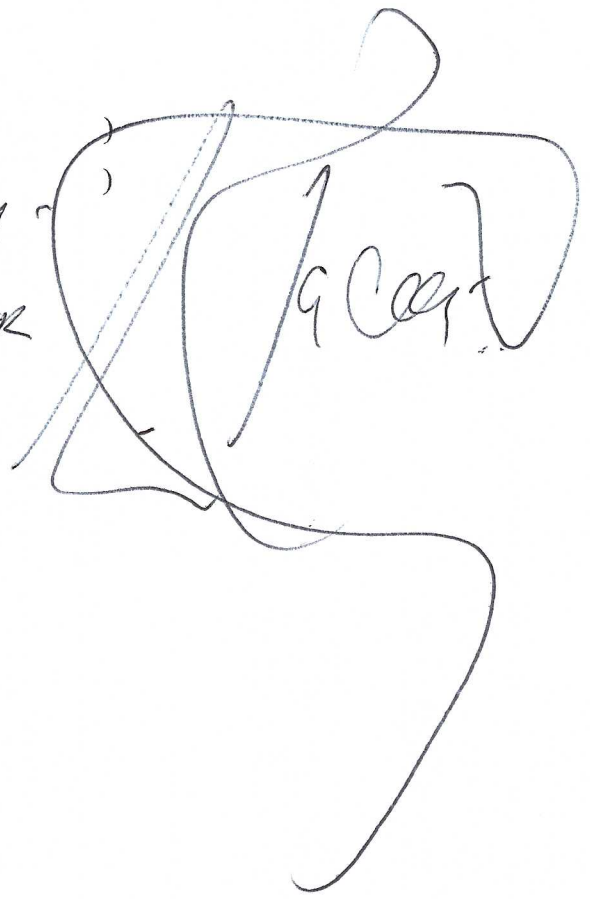
H. Gardiner

SIGNED by the said **SEAN TREACY**

in the presence of:

Witness name: GRANT LEES
Occupation: SOFTWARE ENGINEER
Address: 60 TILLEY RD
PAREKAKARIKI

Grant Lees

A large, stylized handwritten signature in blue ink, appearing to read 'Grant Lees', is written over the witness information. The signature is composed of several loops and a long trailing stroke.