

Trust Deed for Vision Motueka

THIS DEED is made the 6th day of December 2012, and amended the 18th day of April 2013 and the 2nd day of August 2013.

BETWEEN

<i>Name</i>		<i>Address</i>	<i>Occupation</i>
David Armstrong	of	Motueka	Retired
Linda Woodgate	of	Motueka	Health practitioner
Liz Salt	of	Riwaka	Business owner
Linda Glew	of	Motueka	Community worker

WHEREAS:

- A. The parties to this Deed wish to establish a charitable Trust (in this Deed referred to as "the Trust") for the purposes described in Clause 3 of this Deed; and
- B. The parties to this deed have agreed to contribute the sum of one dollar each to establish the Trust; and
- C. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

1. Name of the Trust:

The name of the Trust is Vision Motueka Development Trust.

2. Principles:

2.1. The mission of the Trust is to:

2.1.1. Develop a practical, cohesive vision of Motueka as a vibrant, progressive, healthy, sustainable and resilient town for all members of the community and particularly for our children and future generations.

2.1.2. Develop strategies, projects and activities that will help this vision to be realised, by the Trust in partnership with the local community, community groups and sectors and local government bodies, over the next 5 to 20 years.

2.2. The Trust operates under the following guidelines:

2.2.1. All decisions and activities of the Trust aim to entail community engagement, inclusivity and positivity.

2.2.2. In community building, the Trust aims to provide leadership as well as collaborative partnerships with the local community, community groups and sectors and local government.

2.2.3. The Trust will not be used to advance the causes or agendas of any political groups, special interest groups, or particular businesses.

2.2.4. All solutions should be mindful of the needs of visitors and residents, and urban and rural residents alike. And consideration is given to residents of nearby rural communities which use Motueka as their service hub.

2.2.5. Participation and involvement is especially sought from local iwi and key Maori organisations, as well as youth groups.

3. Charitable Purposes:

3.1. The Trustees hold the Trust Fund on trust to pay or apply so much of the capital and income of the Trust Fund as the Trustees think fit exclusively for or towards any one or more of the Trust's exclusively charitable projects, programmes or initiatives.

3.2. Until such time as the Trust is listed as a recipient of charitable or other public benefit gifts in Schedule 32 of the Income Tax Act 2007, any monetary donation made to the Trustees for the purposes of the Trust must, subject to the terms of the donation, be placed by the Trustees in a fund established and maintained by the Trustees wholly or mainly for those purposes of the Trust carried out within New Zealand so that the donation qualifies as a charitable or other public benefit gift for the purposes of sections DB 41 and DV 12 and subpart LD of the Income Tax Act 2007.

4. Specific Purposes:

The Trust operates specifically for the following charitable purposes:

4.1. Support and work with volunteers and community groups which are working on activities and projects that the Trust believes will help achieve its mission.

4.2. Identify, initiate, provide leadership for and promote projects which will progress the goals of the Trust but which no other volunteers and charitable community groups are working on.

4.3. Explore and develop ways to share and celebrate the stories of the town, its culture, art and heritage.

4.4. Make funding applications and handle funds raised for the purpose of mounting voluntary and charitable community projects which require finance to implement.

4.5. Perform other activities which advance the mission and satisfy the purposes of the Trust.

5. Area of Operation:

All activities will be limited to New Zealand, and most will take place within the Motueka town and immediate surrounding areas serviced by the town's infrastructure.

6. Office:

The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine. Initially its address will be:

c/- The Chairman,
3 Avalon Court,
Motueka 7120

7. Makeup of the Board:

7.1. The signatories to this Deed will be the first Board. The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer will also be appointed from among themselves or from non-Trust members. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The positions of Secretary and Treasurer may be combined.

7.2. The Board shall comprise up to seven (7) people who shall be Trustees. The Board shall also include six people who will not be Trustees: one (1) shall be a Tasman District Councillor for the Motueka ward, one (1) shall be a Motueka Community Board member, one (1) shall be a representative of Our Town Motueka or a similar business group, one (1) shall be a representative of Keep Motueka Beautiful or similar environmental project group, one (1) shall be a representative of the Te Ātiawa o Te Waka-a-Māui Trust, and one (1) shall be a representative of Te Runanga o Ngāti Rārua.

7.3. The seven Trustees shall be elected at an Annual General Meeting for a term of two (2) years, but shall thereafter be eligible for re-election for a further term by vote at an Annual General Meeting.

7.4. Only registered members of Vision Motueka shall be eligible to vote at the Annual General Meeting. The list of registered members or supporters shall be maintained by the Secretary or Chairperson.

7.5. Nominations for the positions of Trustees must be received in writing or by email no later than 72 hours prior to the start of the Annual General Meeting.

7.6. If fewer than seven people are elected as Trustees at an Annual General Meeting, those Trustees elected may during that year appoint one or more Trustees to make up the full number of seven. Those appointed Trustees will serve until the next Annual General Meeting.

7.7. An existing Board may appoint further Board members during the year by agreement among Board members. Any such extra Board members shall serve until the next Annual General Meeting. The six Board members who are representatives of other organisations shall be chosen by those organisations when and as they see fit.

7.8. If at the Annual General Meeting more than seven people are nominated for the seven positions of Trustees, a vote shall be held and the top-voted seven nominees shall become Trustees. People eligible to vote shall be those attending the Annual General Meeting plus proxy votes from people absent who have tendered their apology and their voting preference in writing.

7.9. Office holders shall be a Chairperson, Secretary and Treasurer. They shall be appointed by the Trustees from within their number, at the first Board meeting after the Annual General Meeting. If an office holder resigns during the year, the Trustees shall appoint a replacement from within their number to serve until the next Annual General Meeting.

7.10. A Trustee shall hold office until he or she resigns, is unsuccessful in a vote for Trustees at an Annual General Meeting, is unable to perform his or her duties, dies, is declared bankrupt, is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment, or is removed from the Trust according to Clause 7.11.

7.11. A Trustee may be removed from office by the Trustees upon a vote of not less than two thirds of the Trustees at a General Meeting of the Board. At least two (2) weeks prior to the convening of such meeting the chairperson of the Board shall give notice of the proposed removal to the Trustee concerned together with a summary of the reasons or allegations for the proposed removal and shall invite the Trustee concerned to make his or her reply thereto at the General Meeting so convened.

7.12. Any Trustee may resign from membership of the Board by giving notice in writing to that effect and such resignation shall take effect as from the date of the receipt by the Board of the said notice.

7.13. In the event of any of the Trustees dying or giving notice in writing, resigning from office or being removed from office or becoming permanently incapacitated from acting, the remaining Trustees may appoint another person to be a Trustee to fill the vacancy. The new Trustee appointment will serve until the next Annual General Meeting, and may then be eligible for a further standard term by vote at that Annual General Meeting.

7.14. The Trustees shall be bound by the rules as set forth in this Clause 7 and also by such rules as are made and are accepted from time to time by the Board.

7.15. In the event that a Board member believed to not be acting in the best interests of the Trust (Clause 7.11) is a representative of another organisation, that organisation shall first be consulted and if agreement is reached, that organisation shall be asked to appoint a replacement representative Board member.

7.16. The name of the Board will be Vision Motueka Development Trust.

8. Trustees' Powers:

The Trustees will have the following powers:

- 8.1. To borrow, raise, invest or lend money in any manner and on any terms suitable to the Trust.
- 8.2. To enter into any arrangement or contract with any individual, government department or corporate body.
- 8.3. To pay all or any of the expenses incurred in establishing and running the Trust.
- 8.4. To employ or engage staff, advisors, contractors, professionals, or other people, whether or not they are Trustees, and to pay their wages, salaries, fees, consultancy fees, rewards, and/or their expenses on terms suitable to the Trust.
- 8.5. To alter the powers and rules of the Trust provided that no alteration or addition endangers the charitable aims and status of the Trust.
- 8.6. To do anything else that in the opinion of the Trust will further the charitable objects of the Trust.

9. How the Board will Operate:

- 9.1. The Board will hold at least six meetings every year, one of which will be the Annual General Meeting (AGM), which is to be held not more than 15 months following the previous AGM.
- 9.2. The quorum for a meeting of the Board will be five.
- 9.3. The Board will generally use consensus decision-making, where an issue is talked through until an agreement on how to proceed has been reached by all Board members. If consensus cannot be reached, a decision will be formed by a simple vote, with the Chairperson having the casting vote if necessary.
- 9.4. The Secretary will keep minutes for each Board meeting and the AGM. These will be available for viewing by any external government or funding agency.
- 9.5. The Trust, through its Treasurer, will keep proper books of accounts of a standard which will be suitable and available for auditing by any external government or funding agency.
- 9.6. All funds received by the Trust will be paid into the Trust's bank account.
- 9.7. All cheques and withdrawal slips drawn on the Trust's account will be signed by any two of three people including the Chairperson, the Treasurer and one other Trustee. All electronic bank payments and transfers will be authorised by any two of three people including the Chairperson, the Treasurer and one other Trustee.

10. Pecuniary Benefit:

10.1. The income and property of the Trust is to be applied solely to further the aims of the Trust. No income or property is to be paid or transferred directly or indirectly to any members of the Trust. This will not prevent payment of reasonable wages or expenses to any officer or employee of the Trust or to any Trustees for any services performed by them for the Trust.

10.2. A Trustee shall be entitled to be indemnified against, and reimbursed for, any reasonable expenses incurred by them in the exercise of their powers and duties under this Trust Deed.

10.3. Payment of all reasonable remuneration and expenses to Trustees shall be paid out of the Trust Fund or any other fund available for that purpose.

10.4. A Trustee may charge for any services carried out by him or her where the Trust would have had to pay for that service if it was carried out by somebody who was not a Trustee.

10.5. If a Trustee member or their family members (including some members of extended family) may benefit financially from a decision of the Trust, they must not participate in or influence any such decisions.

10.6. Any payments to members or their families must be made at no more than market rates but may be at less than market rates.

11. Financial Arrangements:

11.1. The financial year of the Trust will be from 1 January to 31 December.

11.2. At the first meeting of the Board in each financial year, the Board will decide by resolution the following:

11.2.1. how money will be received by the Trust;

11.2.2. who will be entitled to produce receipts;

11.2.3. what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

11.2.4. who will be allowed to authorise the production of cheques and the names of cheque signatories; and

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

11.3. The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.

11.4. The Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

12. Common Seal:

12.1. The Common Seal of the Board will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.

12.2 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson (or a trustee acting as the Chair) and one other trustee appointed by the Board.

13. Amendments to the Deed:

13.1. Subject to clauses 13.2 and 13.3, the Trustees may alter, add or cancel any rules at a Trustee meeting provided that:

13.1.1. written notice of the proposed change is included in the notice calling the meeting;

13.1.2. the Trustees may amend the proposed change at the meeting; and

13.1.3. a two-thirds majority of the Trustees present at the meeting agree to the change.

13.2. No alterations, additions or cancellation will be made to these rules that are in conflict with:

13.2.1. the Aims of the Trust, except to the extent necessary to ensure that the Trust is eligible for concessionary tax treatment;

13.2.2. the charitable nature of the Trust;

13.2.3. the Charities Act 2005; or

13.2.4. the provisions of the Income Tax Act 2007, that allow for concessionary tax treatment for the Trust.

13.3. No alterations, additions or cancellation will be made to these rules that pertain to pecuniary profits (Section 10), winding up rules (Section 14) or the rules for altering the deed (Section 13).

14. Winding Up:

14.1. The Trust may be wound up if:

14.1.1. a majority of the Trustees at a general meeting pass a resolution to wind up the Trust;

14.1.2. a second meeting is held, not earlier than 30 days since the first meeting to confirm or reject the resolution; and

14.1.3. at the second meeting a two-thirds majority of the Trustees present at the meeting confirm the resolution.

14.2. On winding up, any surplus assets of the Trust (after all debts have been paid) will be distributed to other charitable organisations in New Zealand.

15. Trustee liability:

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

15.2 They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come.

15.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property.

15.4 No Trustees shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C Trustees Act 1956 (as enacted by the Trustee Amendment Act 1988) or any statutory replacement or equivalent, unless such loss is attributable:

15.4.1. To his or her own dishonesty; or

15.4.2. To the wilful commission by him or her of an act known by him/her to be a breach of Trust.

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

15.5 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee.

15.6 Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund, no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.

15.7 The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

