

## DEMENTIA CANTERBURY CHARITABLE TRUST

Deed dated this ... day of ..... 2019

### Parties

[FULL NAME], [OCCUPATION] of [LOCATION]  
("the Settlor")

Name	Address	Occupation
Jane Ross Parfitt	38 Stratford Street, Christchurch, 8014	Consultant
Katrina McGarr	10 Fernbrook Place, Christchurch, 8013	Clinical Educator, Speech-language Therapist
Michael Brian Aitken	131 Blighs Road, Christchurch, 8052	Manager
Carolyn Mary Gallagher	10b Parr Place, Christchurch, 8041	Manager
Darryl Clifford Griffin	518 Halkett Road, RD1, Christchurch, 7671	Retired
Diane Keenan	7 Elmwood Road, Christchurch, 8052	Manager
Terry Charles Reid	4 Gillett Gardens, Christchurch, 8025	Retired
Lindsey Jeannette Rhodes	22 Te Haunui Lane, Christchurch, 7612	Quantity Surveyor
Ingrid Norma Thomas	107 Fifield Terrace, Christchurch, 8023	Retired

("the Trustees").

### This deed records

#### 1. Interpretation/Whakamāramatanga

1.1. In this Deed unless the context otherwise requires:

**"Balance Date"** means 31 March or any other date adopted from time to time by the Trustees as the end of the Trust's Financial Year.

**"the Board"** means the Board of Trustees of the Dementia Canterbury Charitable Trust established by this Deed.

**"Chairperson"** means the Chairperson who is the Trustee appointed in accordance with clause 10.1.

**"Financial Year"** means any year or other accounting period ending on the Balance Date.

**"meeting"** means the assembly of the Trustees whether (i) at the same place, or (ii) at different places by way of telephone, electronic or other direct form of communication so

that a Trustee can participate and such participation is understood by all other Trustees at the assembly.

- “month”** means calendar month.
- “Purposes”** means the charitable purposes of the Trust as set out in clause 7 of this Deed.
- “property”** means any real and personal property.
- “the Settlor”** means the settlor of the Trust, as recorded in the parties to this Deed.
- “the Trust”** means the charitable trust established by this Deed and known as the Dementia Canterbury Charitable Trust.
- “the Trustees”** means the trustee or trustees of the Trust for the time being whether original, additional or substituted.
- “the Trust Fund”** means the sum of \$10.00 paid by the Settlor to the Trustees to be held by the Trustees on trust and includes such further money or property as may from time to time be added to it by way of capital or income to be held by the Trustees on trust for the charitable purposes and with the powers as set out in this Deed.

- 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/ Te Whakatūnga**

- 2.1. The Trustees acknowledge that they hold the Trust Fund on trust for the charitable purposes and with the powers as set out in this Deed.

### 3. Name/Te Ingoa

3.1. The Trust shall be known as the “Dementia Canterbury Charitable Trust”.

### 4. Principles/ Ngā Mātāpono

The Trust is committed, in attaining its Purposes, to its:

#### 4.1 Vision/ Pae Tawhiti:

To recognise, value and support people living with dementia;  
To be a world class provider of core services to make life better for all people affected by dementia;

#### 4.2 Mission/ Whāinga:

Living well with dementia  
Noho ora pai ana I te korokeke  
Making life better for all people affected by dementia  
*Kia piki te ora mo ngā tāngata mate pōrewarewa.*

#### 4.3 Values/ Ngā Uara:

##### **Integrity**

##### **Inclusiveness**

Culturally competent, person centred, empathic, open, partnering, collaborative

##### **Innovation**

Excellence, creative, flexible, adds value

Honest, trustworthy, ethical, respectful, accountable

##### **Leadership**

Professional, inspiring, enabling, facilitating, expert

### 5. Purposes Limited to New Zealand/ Ngā Herenga ki Aotearoa Anake

5.1. The Purposes of this Trust may not extend to any matter or thing which is not recognised as charitable under New Zealand law, or not carried out within New Zealand.

### 6. Office/Tari

6.1. The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine. At the present time the office of the Trust is situated at 3/49 Sir William Pickering Drive, Burnside (off Roydvale Avenue), Christchurch; PO Box number 20567, Bishopdale, Christchurch 8543.

## **7. Charitable Purposes/ Ngā Kaupapa Atawhai**

7.1. The Purposes of the Trust shall be:

- 7.1.1. To provide support, advice and education for people with Dementia in New Zealand, their families/whanau, friends and caregivers;
- 7.1.2. To educate and inform the public, and the medical and helping professions, of the problems associated with Dementia in New Zealand;
- 7.1.3. To stimulate social research and improve the management of Dementia Disease and related disorders in New Zealand;
- 7.1.4. To raise government and community awareness and encourage action by highlighting the needs of people living with Dementia and their relatives in New Zealand.

7.2. In carrying out its Purposes, the Trust shall:

- 7.2.1. accept and honour the Treaty of Waitangi as the basis of the relationship between Maori and non-Maori and to recognise the differing needs of all cultures;
- 7.2.2. do all such things as may seem to the Trust to be incidental or conducive to the achievement of the Purposes, including the raising and application of funds for the Purposes.

7.3. In interpreting the terms of this Deed and exercising the rights, powers and duties:

- 7.3.1. the Purposes in clause 7.1 shall take precedence; and
- 7.3.2. all activities shall be pursued to further the Purposes.

## **8. Powers/Mana**

8.1. The Trustees shall, in addition to all other powers conferred by law, have the following powers, which shall be exercised prudently to promote the Purposes:

- 8.1.1. 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;
- 8.1.2. To provide out of the Trust Fund financial assistance for any trust or organisation as above that the Trust is instrumental in establishing for furtherance of the Purposes and to do so by way of advances, loans, guarantees, grants or in such other manner and on such terms and conditions as the Trustees may think proper;
- 8.1.3. To make such payments, grants, loans or provide such other financial assistance to any person on such terms and conditions as the Trustees think proper;
- 8.1.4. To enter into any arrangements with any person or organisation including any government or municipal or local authority that may seem conducive to the Purposes and to obtain from any such person or organisation any rights, privileges or concessions which the Trustees may think is desirable to obtain, and to carry out and to comply with any such arrangements, privileges, rights and concessions;
- 8.1.5. To maintain property;
- 8.1.6. To provide such amenities as considered necessary;
- 8.1.7. To operate any lawful trading activity;

- 8.1.8. To borrow money or provide guarantees on such terms, conditions or security (including mortgages) as the Trustees consider appropriate;
  - 8.1.9. To invest or lend money on such terms as the Trustees decide and to vary such loans or investments from time to time;
  - 8.1.10. 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 Trustees approve. This includes the power to act as a shareholder and exercise all powers of a shareholder;
  - 8.1.11. 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;
  - 8.1.12. To contribute to any registered charitable trust having substantially similar purposes as the Purposes;
  - 8.1.13. To collect funds and raise money by all lawful means and to receive, accept and encourage financial and other contributions, subscriptions, donations, legacies, endowments or bequests from any source and to conduct fundraising campaigns in order to further the Purposes of the Trust;
  - 8.1.14. 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 of the Trust;
  - 8.1.15. To charge any person for use of the property such charges as may be fixed by the Trust;
  - 8.1.16. To join with any other person, group, body or organisation under such arrangement as the Trustees think fit to provide for the Purposes;
  - 8.1.17. To pay all or any of the reasonable expenses incurred in and in connection with the establishment, incorporation and running of the Trust;
  - 8.1.18. To insure against loss or damage by any cause whatsoever any insurable property forming part of the Trust Fund, 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 Trustees may from time to time think fit;
  - 8.1.19. To appoint committees as expedient to carry out the Purposes. Members of any committee need not be Trustees;
  - 8.1.20. 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;
  - 8.1.21. To do such other lawful acts and things as in the opinion of the Trustees are incidental or conducive to the attainment of the Purposes.
- 8.2. None of the powers conferred on the Trustees by this clause or otherwise shall be deemed subsidiary or ancillary to any other power or authority and the Trustees 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 Trustees provided however that at no time shall any provision be construed so as to detract from the Purposes.

## **9. The Board of Trustees/ Te Poari Kaitiaki**

- 9.1. The original Trustees are the Trustees named in this Deed and who are signatories to this Deed. Thereafter, the power of appointment of Trustees shall be vested according to clause 9.4.
- 9.2. The number of Trustees shall be not less than four or more than ten. If at any time there are less than five Trustees the person or persons having the power of appointment of such Trustees under clause 9.4 shall increase the number of such Trustees to five 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 provided that such actions are limited to essential administrative matters only.
- 9.3. The persons having the power to appoint Trustees in accordance with clause 9.4 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 Fund.
- 9.4. The Trustees, other than the original Trustees, shall be appointed on the basis of their skill, understanding of good governance, and experience necessary to enable the Trust to achieve its Purposes.
  - 9.4.1. Without limiting clauses 9.5 and 9.6, the power of appointment of new Trustees is vested in the Trustees from time to time.
  - 9.4.2. In considering the appointment of any Trustee (the proposed Trustee), the existing Trustees must take into consideration the proposed Trustee's:
    - i. Understanding of governance in general and the activities of the Trust in particular;
    - ii. Commitment to the Purposes of the Trust;
    - iii. Ability to contribute to the governance of the Trust;
    - iv. Fit with the skills required of Trustees.
  - 9.4.3. A Trustee may retire at any time by giving one month's written notice to the remaining Trustees.
  - 9.4.4. At the end of every annual meeting the two most long-standing Trustees shall retire.
  - 9.4.5. The original Trustees shall retire in the order determined by the Trustees at their first meeting.
  - 9.4.6. A retiring Trustee shall act as a Trustee throughout the meeting at which such person retires.
  - 9.4.7. A retiring Trustee shall be eligible for reappointment except that the maximum number of years a Trustee may serve is nine (9), unless the Board unanimously determines, in extraordinary circumstances, that a Trustee may serve one additional period as may be agreed up to three (3) years.
- 9.5. An employee of the Board (whether part-time or full-time) shall be ineligible to be a Trustee and if a Trustee is so employed then that Trustee shall forthwith resign as a Trustee.
- 9.6. In the event that there are no remaining Trustees under clause 9.4 who can exercise the power of appointment of Trustees then that power may be exercised by the current chairperson of Dementia New Zealand, at his or her sole discretion, to appoint such number of Trustees as are

necessary to bring the numbers back to the minimum number necessary as required by clause 9.2.

9.7. A Trustee shall cease to hold office if the Trustee:

- 9.7.1. retires in accordance with clause 9.4.4;
- 9.7.2. resigns as Trustee;
- 9.7.3. dies while holding office as a Trustee;
- 9.7.4. fails to attend three consecutive Board meetings without being granted written leave of absence by the Board;
- 9.7.5. is adjudicated bankrupt;
- 9.7.6. is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment;
- 9.7.7. is convicted of an offence punishable by a term of imprisonment of 2 years or more;
- 9.7.8. is removed by the person or persons who have the power to remove that Trustee;
- 9.7.9. has been deemed by unanimous vote of the other Trustees that he or she has failed to fulfill his or her duties as Trustees.

9.8. If clause 9.7.7 applies:

- 9.8.1. the disqualification does not take effect –
  - (i) until the expiration of the time for appealing against the conviction or decision; or
  - (ii) if there is an appeal against the conviction or decision, until the appeal is determined; and
- 9.8.2. A person may not do an act as a Trustee while on leave of absence under clause 9.7.7.

9.9. Upon every appointment, reappointment, removal or cessation of office of any Trustee the Trustees shall cause an entry thereof to be recorded in the minutes.

## **10. Appointment and Election of Officers/ Tuhinga me te Pöti o ngā Kaihautū**

10.1. The Trustees shall annually appoint one of their number to be Chairperson of Trustees to hold office from the first meeting after formation of the Trust until the next annual meeting and thereafter annually.

10.2. Only a Trustee may be Chairperson of the Board. Any Chairperson shall automatically cease to hold office upon ceasing to be a Trustee.

10.3. A Trustee may resign as Chairperson without resigning as a Trustee.

## **11. Duties and Functions of the Board/ Ngā Mahi me ngā Kawenga a te Poari**

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

11.2. The Board shall set governance policies, resolve on future strategies and their intended ends, and manage the performance of the General Manager, so as to achieve the Purposes.

- 11.3. The Board shall monitor the activities of the Trust to ensure its funds 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 Trust must appoint a General Manager who shall be responsible to the Trust for –
- (a) ensuring that all responsibilities, duties and powers delegated to him or her or to any person employed by the Trust are properly performed or exercised; and
  - (b) employing, on behalf of the Trust, the staff of the Trust (in accordance with any remuneration and employment policy); and
  - (c) negotiating the terms of employment of the staff of the Trust (in accordance with any remuneration and employment policy).
- 11.5. The Settlor expressly declares that it is its intention that the Trust shall be a perpetual trust but that the Trustees shall have power to:
- 11.5.1. pay, appropriate or contribute such portion of the capital of the Trust Fund towards the attainment of the Purposes as the Trustees consider prudent taking into account the above intention; provided that nothing in this clause shall restrict the powers of the Trustees pursuant to clause 24 of this deed.
- 11.6. The Trustees shall stand possessed of the income derived from the Trust Fund upon the following trusts:
- 11.6.1. To pay or apply the same or any part of the current net annual income for or towards the Purposes;
- 11.6.2. To 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 Trustees;
- 11.6.3. To 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 Trustees by this deed in respect of the Trust Fund;
- 11.6.4. To 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 Trustees may elect either:
- i. To 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. To add any accumulated surplus as an accretion to the Trust Fund to be held by the Trustees upon the same trusts and with the powers declared in this Deed in respect of the capital of the Trust Fund.

## **12. Proceedings of the Board/ Ngā Mahi Whakahaere o te Poari**

- 12.1. 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.



- 12.2. All questions 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.
- 12.3. Voting at meetings of the Board shall be, subject to there being a quorum, by majority of those attending the meeting. The Chairperson is not entitled to a second or casting vote. If the voting is equal then the motion is lost. This provision shall not apply in respect of meetings held pursuant to clause 24.1.
- 12.4. Voting shall be by show of hands or oral indication unless a ballot is directed by the Chairperson or required by any two of the Trustees present at the meeting.
- 12.5. The Board shall ensure that written notice of the date, time and place of each meeting of the Board is given by post by ordinary mail or sent by email or fax 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 3 clear days prior to the meeting. This procedure shall not apply to meetings called by the Chairperson pursuant to clause 13.4.
- 12.6. The Board shall ensure that a proper written record is kept of all decisions and business transacted at every Board meeting. The minutes may include notice of the next meeting if fixed at the meeting.
- 12.7. 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.

### **13. Meetings/Hui**

- 13.1. Within two months of incorporation as a Board and thereafter within three months of the end of each Financial Year a meeting ("the annual meeting") shall be called to:
- 13.1.1. receive and consider the annual report and review the Board's activities during the preceding year;
  - 13.1.2. receive, consider and adopt the financial report;
  - 13.1.3. elect a Chairperson for the ensuing year;
  - 13.1.4. appoint an Auditor (if required) who shall not be a Trustee ;
  - 13.1.5. consider any resolution notice given in writing to the Board at least 14 days before the meeting;
  - 13.1.6. general business.
- 13.2. The Trustees shall otherwise meet together for the conduct of the affairs of the Trust from time to time but at least three (3) times every year and for such purpose they may make such rules and regulations as they consider desirable, including, without limitation, rules and regulations relating to the conduct of telephone meetings.
- 13.3. A quorum for meetings of the Trustees shall be four Trustees (excluding advisory Trustees).
- 13.4. The Chairperson may call a special meeting of the Board (other than one at which it is proposed to move a resolution under clause 24.1) by any means (including by telephone) at any time provided that the Chairperson in so doing does in fact give 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. Bank Accounts and Property/ Ngā Moni Kaute me nga Taonga**

- 14.1. The Trust Fund shall 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 shall be held by and in the name of the Board.
- 14.2. Bank accounts shall be operated on the signatures of a minimum of any two persons. For the purposes of this clause, signatures include electronic signatures by way of pin numbers or other forms of secured identification.
- 14.3. 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.

#### **15. Execution of Documents/ Te Tuku tuhinga**

- 15.1. Documents to be executed by or for the Trust shall be signed by:
  - 15.1.1. any two of the Trustees; or
  - 15.1.2. such person or persons authorised by a policy or a resolution of the Board.

#### **16. Incorporation/ Manatōpū**

- 16.1. The Trustees shall immediately apply for incorporation under Part II of the Charitable Trusts Act 1957 as a Board under the name “Dementia Canterbury Charitable Trust Board”.

#### **17. Accounts/ Pūkete Pūtea**

- 17.1. The Board shall 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 Fund.
- 17.2. The Trust Fund shall prepare Annual Accounts.
- 17.3. The books of account shall be open at all reasonable times to inspection and copy by any of the Trustees.
- 17.4. The Trust’s accounts shall be audited by an independent auditor appointed by the Trustees.
- 17.5. Trustees may decide to seek a limited review instead of an audit. In this case the review of accounts shall be carried out by an independent assurance practitioner appointed by the Trustees.
- 17.6. The Board shall properly receive all payments and property paid or transferred to the Trust, shall properly meet all liabilities and responsibilities incurred or undertaken by it, and shall properly administer the Trust Fund.

## **18. Tax Returns/ Te Whakahoki Putea**

18.1. The Trustees shall prepare and file with the Inland Revenue Department all necessary tax accounts, 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 Acts administered by the Inland Revenue Department.

## **19. Declarations of Interest/ Ngā Whakapuakanga**

19.1. 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 the Trustee has a personal or financial interest itself has any pecuniary interest.

19.2. 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.

## **20. Remuneration of Trustees and Payments of Expenses/ Ngā utu me ngā utu o ngā moni**

20.1. None of the Trustees shall be paid any remuneration for time spent as a Trustee, but shall be entitled to such expenses incurred in that capacity as the Trust Board may from time to time authorise or ratify by resolution. The intent is that no Trustee shall derive pecuniary gain from his or her office as a Trustee, or from any act done in the capacity of a Trustee, but may be paid expenses if the Trust Board so resolves.

20.2. Subject to clause 20.3, any Trustee 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, other than acting as a Trustee.

20.3. No Trustee receiving any remuneration referred to in subclause 20.2 shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall that Trustee 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 remuneration must be approved in writing by the Trust Board.

## **21. No Private Pecuniary Profit/ Kāore He Putea Tuku Whaiaro**

21.1. 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.

## **22. Alterations and Additions/ Ngā Whakarereke me ngā Whakawhitinga**

22.1. Subject to clause 22.2, the Board may resolve to amend any provisions of this Deed. Any resolution to effect an alteration or addition must be passed by a majority of not less than two-

thirds of the Trustees at a meeting of the Board where not less than twenty-one clear days prior written notice of intention to move the amendment is given to all the Trustees.

- 22.2. 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 purpose which is not charitable or one to be achieved outside New Zealand or to amend clauses 7, 19, 21, 22 and 24.
- 22.3. Notwithstanding anything set out in clauses 22.1 or 22.2 the Board shall amend this Deed to comply with any requirement of Charities Services or other appropriate authority or to comply with the Income Tax Act 2007 or the Charities Act 2005.

## **23. Liability of Trustees/ Tāpaetanga**

- 23.1. The Trustees are expressly authorised to exercise the powers of investment, expenditure and acquisition conferred upon them notwithstanding that the Trust Fund 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 Fund.
- 23.2. To the extent permitted by law no Trustee of the trusts of this Deed shall be subject to any duties except:
- 23.2.1. The duty to act honestly and the duty not to commit wilfully any act known to be a breach of trust;
  - 23.2.2. The duty not to omit wilfully any act when the omission is known by the Trustee to be a breach of trust;
  - 23.2.3. For the consequences of any act or omission or for any loss attributable to the Trustee's own dishonesty, or for the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust.
- 23.3. No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust by that co-Trustee.
- 23.3.1. A Trustee shall be indemnified by and out of the Trust Fund (whether as to the capital or the income thereof) for and in respect of any loss or liability incurred by the carrying out or omission of any function duty or power of the Trustees under this Deed unless such loss or liability is attributable to such Trustees dishonesty or to the wilful commission by such Trustee of an act known by such Trustee to be a breach of trust or to the wilful omission by such Trustee of any act when that omission is known by the Trustee to be a breach of trust.
  - 23.3.2. The Board may effect insurance for the Trustees and shall meet all costs associated with such insurance.

## **24. Winding Up/ Te Whakaotinga**

- 24.1. The Trust may be wound up on a unanimous resolution of all the Trustees at a meeting of the Trustees called for that purpose.
- 24.2. In the event of the Trust being wound up and after all liabilities of the Trust have been discharged the Board shall vest in trust for the same general purposes as the Trust, all remaining funds and assets in any other organisation within New Zealand having purposes which are exclusively

charitable and include purposes which the Trustees consider are compatible with and substantially similar to the Purposes, and shall transfer the said funds and assets to such trusts or organisations or organisation for their or its general purposes and the receipt of a proper officer of such trusts or organisations or organisation shall be a sufficient discharge to the Board and the Board shall not be bound to further see to the application of those funds and assets.

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

## 25. Governing Law/ Te Ture Whakahaere

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

### EXECUTED AS A DEED BY:

**Jane Ross Parfitt as Trustee**

In the presence of:

) .....

) Signature: Jane Ross Parfitt

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Katrina McGarr as Trustee**

In the presence of:

) .....

) Signature: Katrina McGarr

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Michael Brian Aitken as Trustee**

In the presence of:

) .....

) Signature: Michael Brian Aitken

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Carolyn Mary Gallagher as Trustee**

In the presence of:

) .....

) Signature: Carolyn Mary Gallagher

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Darryl Clifford Griffin as Trustee**

In the presence of:

) .....

) Signature: Darryl Clifford Griffin

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Diane Keenan as Trustee**

In the presence of:

) .....

) Signature: Diane Keenan

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Terry Charles Reid as Trustee**

In the presence of:

) .....

) Signature: Terry Charles Reid

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Lindsey Jeannette Rhodes as Trustee**

In the presence of:

) .....

) Signature: Lindsey Jeannette Rhodes

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

**Ingrid Norma Thomas as Trustee**

In the presence of:

) .....

) Signature: Ingrid Norma Thomas

Witness' Signature: .....

Witness' Name: .....

Witness' Occupation: .....

Witness' Address: .....

“A”

This is the document marked “A” referred to in the annexed declaration of ..... made at Christchurch this ..... day of ....., 2019 before me .....