WELLBEING WAIKATO CHARITABLE TRUST

TRUST DEED

Note: *This is an Unsigned Version of the Deed to protect private information. The signed Deed can be viewed on request.*

DEED dated 2026

PARTIES

(1) **DONALD WILLIAM SCARLET**

(2) **MICHAEL SHANE ROLTON**

(3) **DELWYN TE KURU ABRAHAM**

("**Trustees**")

BACKGROUND

A. The Trustees wish to establish a charitable trust known as the **WELLBEING WAIKATO CHARITABLE TRUST** which will have as its objectives the purposes described in clause 4.1 of this deed.

B. On the date of execution of this deed, the Trustees have received a donation of NZ$100.00 to be held by the Trustees on trust for exclusively Charitable Purposes on the terms set out in this deed.

C. It is anticipated that the Trustees will receive and acquire from time to time further funds to be added to the Trust Fund and held and applied for exclusively Charitable Purposes on the terms set out in this deed.

D. The persons executing this deed as trustees have consented to act as the first Trustees of the Trust Fund.

E. The Trustees wish to set out and define the Trust and the conditions upon which the Trustees hold the Trust Fund and assets vested in them in their capacity as Trustees.

OPERATIVE PART:

1. **DEFINITIONS AND CONSTRUCTION**

1.1 **Defined terms**
In this deed, unless the context requires otherwise:

(a) "**Appointments Panel**" means the panel constituted in accordance with and subject to clause 18.

(b) **Balance Date** means 31 March or any other date which the Trustees adopt by resolution as the date up to which accounts are to be made in each year;

(c) **Charitable Purposes** means the charitable purposes of the Trust set out in clauses 4.1 and Charitable Purpose means any of them;

(d) **Designated Gift** means a gift which is subject to a trust for a specific purpose that comes within the Charitable Purposes;

(e) **Income Year** means any year or other accounting period ending on a Balance Date;

(f) **Qualified Auditor** has the same meaning as that term is defined in sections 35 and 36 of the Financial Reporting Act 2013;

(g) **Related Person** for the purposes of clause 9.2 and in relation to any business to which section CW 42 of the Income Tax Act 2007 applies, means a person specified in paragraphs (i) to (iv) of subsection (5)(b) of that section, the persons currently specified being:

(i) a settlor or trustee of the trust by which the business is carried on; or

(ii) a shareholder or director of the company by which the business is carried on; or

(iii) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or

(iv) a person associated with a settlor, trustee, shareholder or director already mentioned in this definition;

(h) **Teleconference Meeting** for the purposes of rule 19 in the First Schedule means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication;

(i) **Trust** means the trust constituted by this deed;

(j) **Trust Deed** when appearing in the rules set out in the First Schedule, means this deed;

(k) **Trust Fund** means the assets and other property held by the Trustees on the date of this deed and includes any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees after this deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this deed;

(l) **Trustees** means:

(i) **Trustees Prior to Incorporation**: the trustee or trustees for the time being of the Trust, whether original, additional or replacement trustees; and

(ii) **Trustees Incorporated as a Board**: if the Trustees have incorporated as a board under the Charitable Trusts Act 1957, either the Trustees acting as a board or the Trustees for the time being constituting the board, as the context requires.

1.2 **Construction**

In the construction of this deed, unless the context requires otherwise:

(a) a reference to "Trustees" is a reference to the trustees for *the* time being of the Trust, whether original, additional or substituted;

(b) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

(c) the First Schedule forms part of this deed;

(d) headings appear as a matter of convenience and shall not affect the construction of this deed;

(e) if there is a conflict between the rules and the other provisions of this deed the other provisions of this deed shall prevail.

1.3 **Statutes and Regulations**
References to any statutory provision include any statutory provision which amends or replaces it, and any subordinate legislation made under it or under any such amendment or replacement provision.

2. **ACKNOWLEDGEMENT OF THE TRUST**

2.1 **Acknowledgement of trust**
The Trustees acknowledge that the Trustees hold the Trust Fund upon the trusts and with the powers set out in this deed.

2.2 **Name of trusts**
The trusts governed by this deed shall continue to be known as the **WELLBEING WAIKATO CHARITABLE TRUST** unless and until the Trustees determine by resolution from time to time some other appropriate name reflecting the Charitable Purposes.

3. **REGISTRATION**

3.1 **Incorporation under the Charitable Trusts Act 1957**
The Trustees may, following a resolution of the Trustees to that effect, apply to become incorporated under the Charitable Trusts Act 1957.

3.2 **Registration under the Charities Act 2005**
The Trustees may apply to be registered as a charitable entity under the Charities Act 2005. If and while so registered, the Trustees will comply with the requirements of that Act.

4. **PURPOSES**

4.1 **Purposes**
The Trust is established for the following charitable purposes:

(a) to promote and benefit the general health and wellbeing of the Waikato community, through research, knowledge sharing, storytelling and advocacy which aims to uncover the root causes of Waikato region’s wellbeing challenges;

(b) the relief of poverty and its causes, through the undertaking and publishing of research and reports on wellbeing, including but not limited to youth wellbeing, health, housing, access to food, energy security and social equity;

(c) the advancement of social and community welfare;

(d) the advancement of education and learning;

(e) to provide and facilitate community workshops, events, resources and forums for public dialogue in relation to wellbeing, for the benefit of the Waikato community, and to enhance social cohesion;

(f) the support of other charitable organisations which further the above purposes;

(g) any other purposes within New Zealand which are charitable according to the law of New Zealand.

4.2 **Implementation**
The Trustees in addition to, and in order to achieve, the purposes set out in clause 4.1 may (without limiting clause 11):

(a) consult with and build relationships with local leaders, community organisations, Waikato Māori and government agencies to ensure that the Trustees' strategic focus and decision-making align with or support social wellbeing in the Waikato region;

(b) borrow any money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit;

(c) enter into any type of contract, commitment, arrangement or understanding to assume or reallocate risk, rewards, rights or obligations on such terms as the Trustees think fit;

(d) vary, assign, novate, waive, terminate or otherwise deal with on such terms as the Trustees think fit any contract, commitment, arrangement or understanding to which the Trustees are party; and

(e) undertake a range of initiatives to obtain funding so assistance can be provided; and

(f) support and promote initiatives and programmes to meet the Purposes.

5. **INCOME TRUSTS**

5.1 **Power to pay, apply or appropriate Income**
The Trustees may pay, apply or appropriate, or decide to pay, apply or appropriate as much of the income arising from the Trust Fund in an Income Year as they think fit for or towards one or more of the Charitable Purposes. If the Trustees provide for more than one Charitable Purpose, they need not treat each purpose equally.

5.2 **Provisions relating to payments, applications and appropriations of income**

(a) The Trustees, by written resolution, may appropriate any investments for one or more of the Charitable Purposes in anticipation of a payment or application under clause 5.1.

(b) In any Income Year, the Trustees may appropriate all or part of the income derived or to be derived from the Trust Fund during that Income Year even though, at the time of appropriation, they have not received the income being appropriated.

(c) If the Trustees appropriate any income for any Charitable Purpose, the recipient of that income shall take an absolute and indefeasible interest in that income as from the date on which it is appropriated.

5.3 **Power to retain income**
The Trustees need not distribute all of the income arising from the Trust Fund in an Income Year, but may retain or decide to retain all or part of that income to establish or augment any reserve fund, which may be used at any later time for any purpose for which income arising from the Trust Fund may be used.

6. CAPITAL TRUSTS

At any time, the Trustees may, or may decide to, pay, apply or appropriate as much of the capital of the Trust Fund as they think fit for or towards one or more of the Charitable Purposes. If the Trustees provide for more than one Charitable Purpose, they need not treat each Charitable Purpose equally. Any payment, application or appropriation of capital may be made either in addition to or in place of any payment, application or appropriation of income.

7. RECEIPTS

7.1 Receipt of gifts

The Trustees may receive solicited and unsolicited gifts of any property for the Charitable Purposes or for any specific purpose that comes within the Charitable Purposes.

7.2 Separate specific trusts

(a) If the Trustees accept a Designated Gift, they must keep that Designated Gift and any income derived from it separate from the general assets of the Trust Fund and administer it as a separate specific trust in terms of the trust under which it was given.

(b) The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other separate specific trust. Similarly, the Trustees shall not use the general assets of the Trust Fund for such purposes.

(c) Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the general Charitable Purposes.

7.3 Receipts for payments

The receipt of the secretary or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this deed, shall be a complete discharge to the Trustees for that payment.

8. INTERESTED TRUSTEES

8.1 Disclosure of interests

(a) A Trustee will be interested in a transaction to which the Trust is a party if the Trustee:

(i) is a party to, or will derive a material financial benefit from that transaction;

(ii) has a material financial interest in another party to the transaction;

(iii) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;

(iv) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the transaction; or

(v) is otherwise materially directly or indirectly interested in the transaction, but a Trustee will not be interested in a transaction under this clause 8 if the Trustee is acting in the capacity as a director, officer or trustee of another party to the transaction for the purposes of representing the Trust.

(b) As soon as a Trustee becomes aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, he or she must disclose to his or her co-trustees at a meeting of the Trustees:

(i) the nature and monetary value of that interest (if the monetary value of the Trustee’s interest is able to be quantified); or

(ii) if the monetary value of the Trustee's interest cannot be quantified, the nature and extent of that interest.

(c) A disclosure or interest by a Trustee must be recorded in the minute book of the Trust.

8.2 **Dealing with interested Trustees**
Subject to clause 8.1 and to rule 14 in the First Schedule, each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in any other capacity as if he or she had not been appointed as a Trustee. This right to continue to act as a Trustee shall apply even though a Trustee's interest or duty in a particular matter may conflict with his or her duty to the beneficiaries of the Trust Fund.

9. **RESTRICTIONS ON PRIVATE PECUNIARY PROFIT AND ON BENEFITS IN BUSINESS ACTIVITY**

9.1 **No private pecuniary profit of any individual and exceptions**
(a) No private pecuniary profit shall be made by any person involved in the Trust, except that:

(i) any Trustee shall be entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;

(ii) the Trustees may employ and pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;

(iii) any Trustee shall be entitled to such remuneration for his or her services as a Trustee as may be fair and reasonable having regard to his or her duties, in an amount approved by the Trustees;

(iv) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended, and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;

(v) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.

(vi) the Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clause 9.2 of this deed are strictly observed.

9.2 **Prohibition of benefit or advantage in business activity**

(a) In the carrying on of any business under this deed no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:

(i) the nature or amount of that benefit, advantage or income; or

(ii) the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

(b) A person who, in the course of, and as part of the carrying on of his or her business of a professional public practice, shall not, by reason only of him or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause 9.2.

10. **MAINTAINING ELIGIBILITY FOR TAX CONCESSIONS**

10.1 **General Requirement**

The Trustees must do all things practicable and expedient to ensure that the Trust remains eligible for the benefit of tax concessions directly or indirectly benefiting charitable entities (including exemption of the Trust's income from income tax and tax concessions in respect of contributions to the Trust), unless in relation to any such concession the Trustees determine that eligibility for the benefit of the concession is not required in the best interests of the Trust.

10.2 **Specific Requirements**

Without limiting the generality of clause 10.1, the things to be done under that clause may include:

(a) **Registration under the Charities Act:** If so registered, maintaining the Trust's registration under the Charities Act 2005;

(b) **Compliance under the Charities Act and Revenue Acts:** complying with all relevant obligations under:

(i) **Charities Act**: the Charities Act 2005; and

(ii) **Revenue Acts:** the Income Tax Act 2007, the Goods and Services Tax Act 1985, the Tax Administration Act 1994 or any other revenue Act.

11. **TRUSTEES' POWERS**

It is intended that in the exercise of their discretion the Trustees shall have the fullest possible powers in relation to the Trust Fund, and that they may do anything they think necessary, expedient or desirable even though it is something which they would not normally have power to do in the absence of an express power or an order of the Court. However:

(a) this general power does not authorise the Trustees to do anything which may prejudice the charitable nature of the Charitable Purposes; and

(b) all the Trustees’ powers, authorities and discretions shall be subject to any direction to the contrary in any instrument evidencing or conferring a gift accepted by the Trustees, whether the gift is a Designated Gift or is generally for the Charitable Purposes of the Trust Fund.

12. **ADVICE OF COUNSEL**

If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, the Trustees may obtain and act upon the opinion of a barrister of the High Court of New Zealand of at least 7 years' standing. The Trustees may act upon the barrister's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister's opinion, however, will not restrict the Trustees’ right to apply to the High Court of New Zealand for directions.

13. **LIABILITY AND INDEMNITY OF TRUSTEES**

13.1 **No Liability of Trustees with Exceptions:** No Trustee or former Trustee or any officer of any Trustee or former Trustee shall be liable for any loss incurred by the Trust Fund or by any Beneficiary not attributable to that Trustee’s or officer’s dishonesty, wilful misconduct or gross negligence, and no Trustee shall be bound to take any proceedings against a co-Trustee or former Trustee for any breach or alleged breach of trust committed by a co-Trustee or former Trustee or any officer of any co-Trustee or former Trustee.

13.2 **Indemnity of Trustees:** Each Trustee or former Trustee or officer of any Trustee or former Trustee shall be fully and completely indemnified and held harmless from the Trust Fund for any liability (including, without limitation, losses, costs (including legal costs on a solicitor-client basis), claims, expenses and damages) which that Trustee, former trustee or officer may suffer or incur in any way arising out of or in connection with that Trustee or officer acting or purporting to act as or on behalf of a Trustee of the Trust, provided such liability is not attributable to that Trustee’s or officer’s dishonesty, wilful misconduct or gross negligence.

14. **DUTIES OF THE TRUSTEES**

14.1 **Trustees' Standard of Care:** In exercising any power or discretion (including powers of investment), no Trustee shall be required to exercise any degree of care, diligence and skill that exceeds what is reasonable in the circumstances for a prudent person of business to exercise in managing the affairs of others notwithstanding any special knowledge or experience that the Trustee has or that the Trustee holds out as having, or any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business, employment or profession.

14.2 **Investment discretion:** In exercising their powers of investment the Trustees may acquire any property, or retain or deal with any property which from time to time comprises the whole or part of the Trust Fund, notwithstanding that any act or omission by the Trustees in the exercise of those powers and discretions would be, or could be, contrary to the principles governing the investment of trust funds set out in applicable legislation or otherwise at law. In addition, the Trustees may have regard in formulating investment policy and making investment decisions from time to time to such matters as the Trustees consider in their absolute discretion appropriate having regard to the Purposes of the Trust.

(a) invest the Trust Fund, and the income from it, in any form of investment, and to vary any such investment from time to time;

(b) retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper, even if they are not investments which could be properly made by a trustee;

(c) hold investments from time to time without any obligation to diversify between the types and nature of investments without being liable for any resultant loss to the Trust Fund;

(d) appoint any person as an investment manager to invest and manage all or any investments forming part of the Trust Fund in accordance with the investment policies determined by the Trustees from time to time, on such terms as the Trustees think fit, including regular review of the investment manager's performance; and

(e) hold or deposit all or part of the Trust Fund in any currency in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in any jurisdiction in the world. In making any deposit the Trustees shall not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

15. **WINDING UP**

(a) Subject to clause 15(b), the Trustees may by resolution wind up the Trust if in their opinion it becomes impossible, impracticable or inexpedient to carry out the Charitable Purposes or the Trustees consider, in their absolute discretion, that the Charitable Purposes are or may be better served by doing so.

(b) On the winding up or dissolution of the Trust, the Trustees must give or transfer all surplus assets after the payment of costs, debts and liabilities:

(i) to some other charitable organisation or body within New Zealand having similar purposes to the Trust; or

(ii) for some other charitable purpose or purposes within New Zealand,

in accordance with the resolution of Trustees under clause 15(a), or otherwise at the direction of the High Court of New Zealand.

16. **RULES AND APPOINTMENT OF TRUSTEES**

The rules (with any valid alterations, which must be made in accordance with clause 17 below) set out in the First Schedule which govern the appointment, removal, retirement and proceedings of the Trustees subject to the provisions of this deed, will bind the Trustees.

17. **ALTERATIONS TO DEED**

(a) Subject to clauses 17(b) and 17(c), the Trustees may from time to time by resolution modify or amend any term of this deed (including the First Schedule), provided that any such resolution must be passed by a majority of Trustees for the time being.

(b) Before resolving to make any alteration to this deed, the Trustees must be satisfied that the proposed alteration does not prejudice the charitable nature of the Trust, and in particular the efficacy of clauses 4, 9 and 10 in meeting the requirements for any exemption available to charities under the New Zealand revenue laws.

(c) The Trustees' power in clause 17(a) above may only be exercised with the consent of the person or persons for the time being holding the power of appointment and removal of Trustees (pursuant to clause 3 of the First Schedule to this deed).

18. **APPOINTMENTS PANEL**

The Appointments Panel may be constituted, and have the composition, objectives, and responsibilities as set out in the First and Second Schedules. If there is no Appointments Panel constituted, then its powers, duties and functions will vest in the Trustees, operating by majority.

19. **GOVERNING LAW**

This deed shall be governed by and construed in accordance with New Zealand law.

20. **ACKNOWLEDGEMENT**

20.1 **By signing this deed, the first Trustees acknowledge that the Trustees have been advised:**

(a) of the meaning and effect of clauses 13.1 and 13.2 of this deed which limit or exclude a Trustees' liability for breach of trust, and grant an indemnity against the Trust Fund to Trustees for breach of trust;

(b) that the terms of this deed are intended to modify or exclude certain default duties of trustees in sections 29 to 38 of the Trusts Act 2019 ("**Default Duties**"), including (without limitation) the following:

(i) clause 17(a) and clauses 4 and 7(f) and 17.1 of the First Schedule which modify the duty to act unanimously in section 38;

(ii) clause 14.1 which modifies or excludes the general duty of care in section 29;

(iii) clauses 14.2 which modifies or excludes the duty to invest prudently in section 30;

(iv) clauses 8 and 9 which modify or exclude the duty not to exercise power for a trustee's own benefit in section 31 and the duty to avoid a conflict of interest in section 34;

(v) clauses 4, 5, 6, and 7 which modify or exclude the duty of impartiality in section 35;

(vi) clauses 8 and 9 which modify or exclude the duty not to profit in section 36 and the duty to act for no reward in section 37; and

(c) of the meaning and effect of the modifications and exclusions of the Default Duties set out above and otherwise set out or implied in this deed.

EXECUTED as a Deed

SIGNED by **DONALD WILLIAM SCARLET**) ………………………………………………………
as Trustee in the presence of:)

Witness signature: …………………………………….

Witness name: …………………………………………

Occupation: ……………………………………………..

Address: ………………………………….................

SIGNED by **MICHAEL SHANE ROLTON**) ……………………………………………………..
as Trustee in the presence of:)

Witness signature: …………………………………….

Witness name: …………………………………………

Occupation: ……………………………………………..

Address: ………………………………….................

SIGNED by **DELWYN TE KURU ABRAHAM** as Trustee) ……………………………………………………..
in the presence of:)

Witness signature: …………………………………….

Witness name: …………………………………………

Occupation: ……………………………………………..

Address: …………………………………..................

FIRST SCHEDULE

RULES GOVERNING THE APPOINTMENT, REMOVAL, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES

1. **The Trustees**
The Trustees at the time of adoption of this deed are:

Donald William Scarlet, Michael Shane Rolton and Delwyn Te Kuru Abraham.

2. **Number of Trustees**

The total number of Trustees must be not less than three (3) and not more than seven (7) or otherwise determined from time to time by the Appointments Panel.

3. **Term of Appointment for Subsequent Trustees:** The term of appointment for Trustees will be three (3) years with a maximum term of six (6) years. The maximum term may be extended by a further three (3) years by resolution passed by the Appointments Panel, or where there is no Appointments Panel constituted, by way of resolution passed by a majority of the Trustees.

4. **Appointment and Removal of Trustees**
All Trustees, other than the initial Trustees of the Trust, shall be appointed by the Appointments Panel, or where there is no Appointments Panel constituted, by way of resolution passed by a majority of the Trustees. The Appointments Panel (or the persons holding the power of appointment and removal of trustees from time to time) shall have the power of appointment and removal of Trustees, including the power to reappoint any person as a Trustee and to, at any time, remove any person from office as a Trustee, and impose any terms and conditions of the appointment, including any term. Such power must be exercised in writing. In assessing the references of any potential trustees and in making any new trustee appointments, the Appointments Panel (or the persons holding the power of appointment and removal of trustees from time to time) may have regard to the following criteria:

(a) That the candidate be suitably qualified for the role;

(b) That the candidate have a particular skill set or sets that the person or persons holding the power of appointment from time to time and/or the Trustees consider to be helpful or necessary to the administration of the Trust;

(c) The desirability of having a Waikato Māori representative to act as Trustee; and

(d) Any other criteria adopted by the Appointments Panel (or the persons holding the power of appointment and removal of trustees from time to time) from time to time.

5. **Eligibility to be a Trustee**
The following persons shall not be eligible for appointment, or to remain in office, as a trustee:

(a) a person who has been adjudicated bankrupt.

(b) a person who has been convicted of any criminal offence.

(c) a person who lacks capacity.

(d) a person who is prohibited from being a director of a company.

(e) an individual who is under 16 years of age.

(f) a person who is disqualified pursuant to the Charities Act 2005 from being an officer of a charitable entity.

6. **Quorum**
The majority of the Trustees in number for the time being shall constitute a quorum at meetings of the Trustees. For example, if there are 5 Trustees, 3 would constitute a quorum.

7. **Termination of office**
A Trustee shall cease to hold office if he or she:

(a) retires from office by giving written notice to the other Trustees;

(b) completes his or her term of office (if any) and is not re-appointed;

(c) refuses to act;

(d) becomes physically or mentally incapacitated to the extent that in the reasonable opinion of all of the other Trustees expressed in a resolution, he or she is unable to perform the duties of a Trustee properly;

(e) ceases to be a person who would be eligible to be a Trustee pursuant to clause 5 above; or

(f) is removed at the discretion of the Appointments Panel, or where there is no Appointments Panel constituted, by way of resolution passed by a majority of the Trustees.

8. **Record of changes of Trustees**
Upon every appointment, removal, retirement, re-appointment or termination of office of any Trustee, the Trustees will ensure that an entry is made in the minute book of the Trust to that effect and that any statutory requirements as to the vesting of the Trust Fund in the Trustees or updating of records are satisfied.

9. **Validity of Proceedings**

9.1 Where, for any reason, a Trustee is not properly appointed, re-appointed or is disqualified from holding office, anything done by that Trustee (or by a meeting at which that Trustee was present as a Trustee or committee member) before discovery of the irregularity, shall be as valid as if that Trustee had been duly appointed, re-appointed or had not been disqualified (as the case may be).

9.2 If at any time the Trustees number less than three (3), anything done by the Trustees in accordance with the provisions of the Trust Deed pending the appointment of a new Trustee or Trustees shall be as valid as if the requirement for a minimum number of Trustees had been met during that period.

10. **Appointment of secretary and others**

10.1 The Trustees may appoint a secretary (who is not a current Trustee or staff member) and any other officers or employees that the affairs of the Trust may require on such terms and conditions as they think fit. The Trustees may also remove and replace any persons so appointed.

11. **Meetings**

11.1 The Trustees shall meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust, but in any event at least four times in each Income Year. If a Trustee is unable to attend a meeting in person, that Trustee may elect to attend the meeting by telephone, and the relevant parts of clause 19 of the First Schedule shall apply, mutatis mutandis.

11.2 A meeting may be called at any time by 50% or more of the Trustees.

12. **Notice of meetings**

12.1 Written notice of every meeting, shall be either hand delivered, posted or sent by email to each Trustee at least seven (7) days before the date of the meeting. The secretary or some other person acting under the direction of the Trustees shall give the notice of the meeting. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

12.2 Every notice of a meeting shall state the place, day and time of the meeting and may also state the subject matter of the meeting.

12.3 The requirement for notice of a meeting may be waived if all the Trustees give their written consent to such a waiver.

13. **Interested Trustee may not vote**

A Trustee who is interested (as defined in clause 8 of the Trust Deed) in a transaction entered into, or to be entered into, by the Trust may not vote on a matter relating to the transaction and may not be present while a matter relating to the transaction is discussed, but may:

(a) attend a meeting of the Trustees at which a matter relating to the transaction arises provided that the Trustee is not present while the relevant matter is discussed, and be included among the Trustees present at the meeting for the purpose of a quorum;

(b) sign a document relating to the transaction on behalf of the Trust;

(c) do anything else as a Trustee in relation to the transaction, as if he or she were not interested in the transaction.

14. **Chairperson**

The Trustees shall by resolution select one of their number to be the chairperson of the Trust from time to time.

15. **Adjournment**

If a quorum is not present within 30 minutes after the time appointed for any meeting, the Trustee or Trustees present may adjourn the meeting. The chairperson may adjourn any meeting on the adoption of a resolution for its adjournment.

16. **Committees**

The Trustees may appoint sub-committees, ad hoc committees or executive committees as they may from time to time think expedient for carrying out the Charitable Purposes. Any such committee may co-opt any other person, whether a Trustee or not, to be a member of that committee. Subject to these rules and to any directions that the Trustees might give, each committee may regulate its own procedure. The Trustees may delegate any of the powers, authorities and discretions conferred upon them to any such committee whether or not any such person or member of a committee is a Trustee. Delegation may be with such functions and authority and subject to such restrictions as the Trustees may think fit and from time to time direct or redirect.

17. **Resolutions**

17.1 Except where these rules or the Trust Deed provide otherwise, a resolution is validly made when it is passed by a majority of all Trustees present and voting. The chairperson shall have a casting vote in the event of the voting being declared even.

17.2 The Trustees may vary or cancel any resolution at a meeting by the same majority by which that resolution was passed.

17.3 A written resolution signed by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several counterparts or duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be).

18. **Minutes**

18.1 The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.

18.2 Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting or by the chairperson of the next succeeding meeting shall be evidence of those proceedings.

18.3 Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

19. **Teleconference Meetings**

For the purposes of these rules a Teleconference Meeting between a number of Trustees or committee members who constitute a quorum, together with the secretary or another person acting as a secretary, shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:

(a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;

(b) throughout the Teleconference Meeting each participant and the secretary or person acting as a secretary must be able to hear each of the other participants taking part;

(c) at the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;

(d) a participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the chairperson's express consent;

(e) a minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting and by the secretary or person acting as a secretary.

20. **Annual report and financial statements**

20.1 **Financial Information:** The Trustees must ensure that:

(a) **Records and Accounts:** Full and correct records and accounts are kept of all their receipts, credits, payments, assets, liabilities, transactions and all other matters necessary for showing the true state and condition of the Trust Fund;

(b) **Financial Statements:** Financial statements are prepared as soon as practicable after the end of each Income Year for approval by the Trustees, which comply with the requirements of the Charities Act 2005 and applicable financial reporting standards;

(c) **Auditing of Accounts:** If required by the Charities Act 2005 or the Trustees so resolve, the financial statements of the Trust referred to in clause 20.1(b) will be audited or where permissible, reviewed, by a Qualified Auditor appointed for that purpose by the Trustees;

(d) **Annual Return:** An annual return attaching the financial statements is completed and filed in accordance with the Trust's obligations under the Charities Act 2005;

(e) **Change of Balance Date:** The Trustees may amend the Balance Date for the Trust from time to time, provided that approval of any such change has been obtained, if required, from any relevant body.

20.2 **Annual Report:** As soon as practicable after the end of each Income Year, the Trustees will produce a report regarding the activities of the Trust for the year, to which the financial statements of the Trust for the year (audited or reviewed as applicable) will be attached.

21. **Control of funds**

All money received by or on behalf of the Trust shall be paid immediately to the credit of the Trust in an account or accounts with a Bank or Banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

22. **Custody and use of common seal**

If incorporated as a board under the Charitable Trusts Act 1957, the Trustees shall have custody of the common seal, and from time to time by resolution, they may adopt any seal they think fit. The common seal must not be affixed to any document unless the Trustees have already authorised its use on that document. When a document is to be sealed on the prior authority of the Trustees the seal must be affixed to the document in the presence of two Trustees who must sign the document.

SECOND SCHEDULE

APPOINTMENTS PANEL – TERMS OF REFERENCE

1. **Constitution**

The Appointments Panel shall be convened from time to time as determined by ordinary resolution of the Trustees.

(a) The Appointments Panel shall not be a standing panel and there are no members of the Appointments Panel, nor any duties upon the Appointments Panel, unless and until it is convened.
(b) The scope of tasks of an Appointments Panel will be confirmed by ordinary resolution of the Trust, in the light of the objectives in clause 2 below.
(c) Where no Appointments Panel has been convened, the duties and powers of the Appointments Panel are vested in the trustees.

2. **Objectives**

The objectives of the Appointments Panel (when convened) are to assist the Trust, especially in respect of:
(a) The appointment of trustees;
(b) The removal of trustees, where necessary;
(c) Review of trustee performance, where appropriate; and
(d) Succession planning for trustees, where appropriate.

3. Each Appointments Panel shall consist of:
(a) Not less than three (3) persons; and
(b) Not more than nine (9) persons,

Provided that at all times an Appointments Panel must include at least one (1) trustee, and may include one (1) or more independent persons who are not trustees.

4. A person must consent to appointment before being appointed to an Appointments Panel.

5. It is intended that any independent person(s) appointed to the Appointments Panel be representatives of other community groups and organisations, such as:

(a) Waikato Māori, in particular mandated mana whenua organisations
(b) Waikato philanthropic and community funding organisations
(c) Waikato local government
(d) Organisations who are engaged in and/or support community wellbeing

6. The Appointments Panel may request such information from the Trust as the Appointments Panel deems necessary or appropriate to carry out its powers and duties.