

CONSTITUTION OF THE PAKĀKĀRIKI HOUSING TRUST

Deed made this 30th day of November 2017

PARTIES

1. Tina Pope ("settlor").
2. Tina Louise Liley Pope, Keith Norman Johnston, Levi Jean Waitarere Farrell, Halen Te Rauorewa Ngateneti Farrell, Mark Jonathan Galbraith, Holly Jane Ewens, Sophie Brianna Handford and Murray George Julian, all of Paekākāriki ("trustees").

BACKGROUND

- A. By this deed the settlor wishes to settle the trust to be known as The Paekākāriki Housing Trust ("the Trust").
- B. The Trust is to be incorporated as a Board under the Charitable Trusts Act 1957 and registered under the Charities Act 2005.
- C. By way of initial settlement to establish the Trust, the settlor has provided to the original trustees \$10.00 on the date of this deed, to be held on the terms set out in this deed.
- D. The trustees wish to set out the constitution of the Trust under this deed.

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this deed, unless the context otherwise requires:

Board means the Board of trustees of the Trust incorporated under the Charitable Trusts Act 1957.

Objectives, charitable objectives, Trust objectives means the Trust objectives set out in clause 2.1, of this deed.

Chairperson means the trustee elected as chairperson under clause 3.6.

Hui means a public meeting notified to the Paekākāriki community through the community noticeboard and at least one community social media page, including the date, time, place and purposes for which the meeting is being held.

Notice in writing means any handwritten or typewritten letter or email and is deemed to have been given where:

- (a) in the case of a letter it is posted or delivered to the last known residential or mailing address of the recipient
- (b) in the case of an email it is transmitted electronically to the last known email address of the recipient.

Paekākāriki, the Paekākāriki community and members of the Paekākāriki community means the village of Paekākāriki (the boundaries of which are as defined by the Paekākāriki Community Board from time to time or, in its absence, the Board) and those who live in or own property in Paekākāriki.

Trustee or trustees means the trustees of the Trust from time to time comprising the Board incorporated under the Charitable Trusts Act 1957.

Trust property means all real and personal property of every kind, including money, from time to time representing the assets of the Trust.

- 1.2 If there is any ambiguity in interpretation, each clause in this constitution must be construed in such a way as to widen and not restrict the powers of the trustees.

2.0 OBJECTIVES OF THE TRUST

2.1 The objectives of the Trust are:

- (a) to help ensure a strong, diverse and connected community and reduce financial hardship by assisting those people in need to access affordable and appropriate housing in Paekākāriki; and
- (c) to recognise mana whenua Ngāti Haumia's special connection to this land.

2.2 Any assistance or support provided by the Trust may take any form and be given to any person or organisation that the trustees at their sole discretion decide to be appropriate in the circumstances in order to achieve the objectives of the Trust.

2.3 The objectives of the Trust are, unless otherwise expressed, independent of each other and not limited or restricted by the terms of any other clause of this constitution.

3.0 APPOINTMENT, RETIREMENT AND REMOVAL OF TRUSTEES

3.1 Number of trustees

The number of trustees shall not be less than five and not more than nine.

3.2 Appointment of trustees

- (a) Trustees are appointed by vote at a hui open to all members of the Paekākāriki community.
- (b) Any member of the Paekākāriki community may nominate a person as a trustee.
- (c) Any person nominated as a trustee will be appointed if approved by a majority of the votes of members of the Paekākāriki community at a hui.
- (d) Before making any appointment the hui must consider the representation among the trustees and nominees of people with knowledge of the objectives of the Trust, people who bring particular skills and experience that will assist the Trust in pursuing its objectives, and representation of Ngāti Haumia.

3.3 Term of office

All trustees will hold office as a trustee for two years from the date of appointment or such shorter time as their terms of appointment may specify.

3.4 Any trustee may from time to time be reappointed by the process outlined in clause 3.2 for a further term or terms.

3.5 Every person who is appointed or reappointed as a trustee will receive notice in writing of their appointment or reappointment.

3.6 Chairperson

From time to time the trustees will appoint a chairperson by a majority vote.

- or joint chairpersons -

3.7 The chairperson will hold the appointment for one year and may be reappointed for a further term or terms.

3.8 If the chairperson is absent from any meeting then the trustees who are present will appoint one of themselves to be chairperson for the meeting.

3.9 Treasurer

From time to time the trustees will appoint a treasurer, by a majority vote.

3.10 The treasurer will hold the appointment for one year and may be reappointed for a further term or terms.

3.11 Resignation of trustees

Any trustee may resign from the Board by giving notice in writing to the Board. The resignation will take effect from the date the notice is received by the Board.

3.12 A trustee is deemed to have resigned if they:

- (a) die
- (b) are unable to perform the duties of a trustee
- (c) do not attend three consecutive Board meetings without adequate explanation
- (d) are removed from the Board in accordance with clause 3.13
- (e) become of unsound mind
- (f) are convicted of an offence punishable by imprisonment, or
- (g) are adjudicated bankrupt.

3.13 Removal of trustees

A trustee may be removed from the Board by a vote at a Board meeting. The vote must be passed by at least three quarters of the trustees.

3.14 Before a vote to remove a trustee is taken, the trustee concerned must be given:

- (a) at least 14 days' notice in writing of the proposed removal
- (b) the reasons for the proposed removal

(c) an opportunity to reply to those reasons at the meeting considering the removal.

3.15 Advisory trustees

The Board may appoint, in addition to the number of trustees set out in clause 3.1, any person who has specialised knowledge or skills to be an advisory trustee for any specified term.

3.16 Any advisory trustee will not be entitled to vote.

3.17 Any advisory trustee will not form part of a quorum.

4.0 MEETINGS OF TRUSTEES

4.1 The Board will meet at least four times a year, in person or by conference call or any other electronic media.

4.2 Any trustee may attend a Board meeting by conference call or any other electronic media.

4.3 Quorum

A majority of the trustees are required to form a quorum and no business may be transacted at a meeting of the Board if a quorum is not present.

4.4 Trustees voting on a matter by email in accordance with clause 4.7 do not count when calculating the numbers of trustees present to reach a quorum.

4.5 Trustees attending a meeting by conference call or other electronic means count when calculating the numbers of trustees present to reach a quorum.

4.6 Majority decisions

All matters before the trustees will be decided by a majority of votes unless otherwise stated in this constitution.

4.7 Email voting

Where the trustees have received a notice in writing of an issue to be voted on at an upcoming meeting and they are unable to attend that meeting, then they may vote by email sent to any trustee.

4.8 Unanimous resolution in writing

A resolution in writing signed by all trustees or all members of any committee of the Board will be valid and effectual as if it had been passed at a meeting of the Board or committee.

4.9 Wherever this constitution requires notice in writing before a vote can be made, that notice in writing is not required if a resolution is passed in accordance with clause 4.8.

4.10 Written minutes of any meetings of the Board and any committees created by the Board will be kept and, except for minutes of public excluded business, be available to any member of the Paekākāriki community on request.

4.11 Board meetings are public

Any member of the public may attend any Board meeting.

4.12 People wishing to speak at a Board meeting must apply to the chairperson for permission to speak. The chairperson may set a time limit on speakers.

4.13 Public excluded business

The Board may exclude the public for items during a meeting where there is a need to protect the personal privacy of a person or discuss sensitive issues, such as tender documents.

4.14 Conflicts of interest

Trustees must declare to any meeting of the Board or committee if they have a direct or indirect beneficial interest in any matter before that matter is discussed.

4.15 Any interest disclosed by a trustee will be recorded in the minutes.

4.16 A trustee who has declared an interest will not participate in any discussion of the matter in which they have an interest.

4.17 Trustees may not vote on any matter in which they have declared an interest.

5.0 POWERS OF TRUSTEES

5.1 In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the Board may exercise those powers needed to carry out its charitable objectives, in its absolute discretion, including but not limited to:

- (a) opening, operating and closing any bank account or trust account and empowering any people (one of whom must be a trustee) to operate and/or have signing authority for such accounts
- (b) raising money, obtaining property and grants for the Trust, including by way of trading for profit for the purposes of funding activities that further the trusts objectives
- (c) receiving any assets (monetary or otherwise), bonds, grants, personal or real property, contributions, donations, legacies, rent, subscriptions and sponsorship from any source
- (d) borrowing money and securing such borrowings, and giving and executing as necessary mortgages or other instruments of security for repayment
- (e) investing the Trust's funds
- (f) using the Trust's property in payment of the costs and expenses of the Trust, including for the employment of staff
- (g) purchasing, erecting, building, leasing or obtaining the use of any real or personal property
- (h) Leasing or selling any real or personal property
- (i) making grants for projects or activities that the Board deems to be consistent with the objectives of the Trust
- (j) giving guarantees or becoming security for the payment of money or performance of any contract or obligations for the benefit either directly or indirectly of any trust or

other organisation having objectives which in the opinion of the Board are similar to or compatible with the objectives of the Trust

- (k) doing all other acts as are incidental to or will further promote the attainment of the objectives of the Trust provided that such acts do not derogate from the charitable objectives of the Trust.

6.0 RESPONSIBILITY OF TRUSTEES TO THE PAKĀKĀRIKI COMMUNITY

6.1 The trustees must hold two hui each year, in order to:

- (a) report to the Paekākāriki community on activities, priorities, strategies, financial accounts, and any other matters the Board considers it needs to report to the community
- (b) ask the Paekākāriki community for their input and opinions on the work of the Trust, on the appointment of trustees and on any other matter to do with the Trust, and
- (c) listen to members of the Paekākāriki community opinions on work of the Trust, on the appointment of trustees and on any other matter to do with the Trust.

6.2 Although the Board has an obligation to consider the wishes of the Paekākāriki community, it has an absolute discretion to exercise all powers under this constitution as it sees fit.

7.0 ACCOUNTS

7.1 The Board will ensure that true and proper accounts are kept of all money received and spent by the Trust.

7.2 The Board will present the annual accounts to an Annual General Meeting of the Trust each year or, if that is not practicable, to hui as soon as practicable after the end of each financial year, together with an estimate of income and expenditure for the current year.

7.3 The Board may arrange for the accounts of the Trust for any financial year to be audited by a suitably qualified accountant appointed by the Board for that purpose and, in that case, will present the audited accounts to a hui as soon as practicable after the end of the financial year.

7.4 No income or property of the Trust is to be paid or transferred directly or indirectly to any trustee except by way of reimbursement of reasonable expenses incurred in performing their duties and functions, as approved by the Board.

8.0 COMMON SEAL

8.1 The Board will have a common seal and will keep it safe.

8.2 The common seal will only be used with the authority of the Board and every instrument to which the common seal is affixed must be signed by two trustees.

9.0 INDEMNITY

- 9.1 No trustee will be liable for any loss other than loss attributed to personal dishonesty or to the wilful commission of any act known to be a breach of trust.
- 9.2 No trustee will be bound to take any proceedings against any other trustee for any breach of trust committed or alleged to have been committed by another trustee.
- 9.3 The trustees will from time to time be indemnified out of Trust property from and against all reasonable costs, charges, losses, damages and expenses sustained or incurred by them in the execution and discharge of their duties.

10.0 COMMITTEES

- 10.1 The Board may establish any committee to undertake specific work for the Trust, clearly setting out its responsibilities, members and powers.
- 10.2 The Board may vary a committees' responsibilities, members and powers, or disestablish any committee, at any time.
- 10.3 The chairperson will be an ex officio member of any committee set up by the Board.
- 10.6 No committee will meet or continue their deliberations unless a trustee is present, unless they have been established in accordance with clause 10.1.

11.0 DELEGATION OF POWERS

- 11.1 The Board may delegate any of its powers, authorities and discretion to any person or committee for such purpose and for such period as the Board determines.
- 11.2 All delegations will be in writing, clearly setting out the delegated powers.
- 11.3 The Board may make any rules governing any delegation and may rescind, extend or vary any delegation in writing.

12.0 ALTERATION OF CONSTITUTION

- 12.1 This constitution may be altered, added to, rescinded or otherwise varied by a resolution passed by not less than three quarters of the trustees.
- 12.2 All trustees must be given at least 14 days' notice in writing of the meeting to pass the resolution, and the notice must specify the proposed alteration to the constitution.
- 12.3 No alteration will be valid that has the effect of altering the general charitable objectives of the Trust or derogates from or is inconsistent with the objectives of the Trust.

13.0 WINDING UP

- 13.1 In the event of the winding up of the Trust, all surplus assets after the payment of costs, debts and liabilities will be given to a charitable organisation or organisations within New Zealand as

the Board decides, to be used exclusively for charitable purposes or, if the Board is unable to make such decision, then in accordance with the provisions of the Charitable Trusts Act 1957 or any future Act regulating the creation and conduct of charitable trusts.

This deed is executed in front of the following witnesses and on the date stated above.


Signed by Tina Louise Liley Pope



as settler and trustee

In the presence of

Witness signature



Full name

Linda Janet Keown McLaughlan

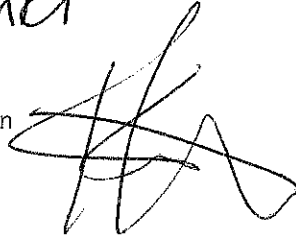
Occupation

Writer

Address

Paekakariki

Signed by Keith Norman Johnston



as trustee

In the presence of

Witness signature



Full name

Linda Janet Keown McLaughlan

Occupation

Writer

Address

Paekakariki

Signed by Helen Te Rauorewa Ngateneti Farrell



as trustee

In the presence of

Witness signature



Full name

Linda Janet Keown McLaughlan

Occupation

Writer

Address

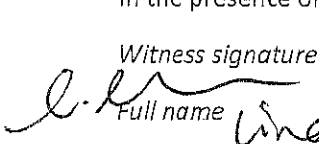
Paekakariki

Signed by Levi Jean Waitarere Farrell

as trustee

In the presence of

Witness signature

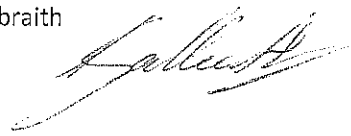

Full name Linda Janet Keown McLaughlan
Occupation Writer
Address Paekākāiki

Signed by Mark Jonathan Galbraith

as trustee

In the presence of

Witness signature



Full name Linda Janet Keown McLaughlan
Occupation Writer
Address Paekākāiki

Signed by Holly Jane Ewens

as trustee

In the presence of

Witness signature

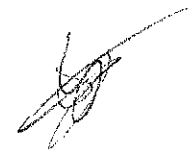

Full name Linda Janet Keown McLaughlan
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Signed by Sophie Brianna Handford

as trustee

In the presence of

Witness signature


Full name Linda Janet Keown McLaughlan
Occupation Writer
Address Paekākāiki

Signed by Murray George Julian

M G Jul

as trustee

In the presence of

Witness signature

L. J. Keown

Full name

Linda Janet Keown McLaughlan

Occupation

Writer

Address

Paekākāriki