

DEED OF TRUST

THE GRIBBLEHIRST COMMUNITY HUB TRUST

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THIS DEED is made on the 28th day of May 2018

PARTIES

Name	Address	Occupation
1. XING XING	12 PASTEUR PLACE AK 0600	SOFTWARE ENGINEER
2. ANDREW DIXON	37 ROSSWAY TCE AK 1024	" 
3. HELGA ARLINGTON	24 CALGARY ST AK 1041	RETIRED
4. JULIE CROCKER	16 MILMS ST AK 1010	ENGLISH LANGUAGE TEACHER
5. DENISE BITOUX	17 REIMERS AVE AK 1024	COMMUNITY ORGANISER
6. JASON DODUNSKI	36 SECOND AVE AK 1021	CHEF
7.		
8.		

BACKGROUND

- A. The parties to this deed wish to establish a charitable trust in New Zealand ("the trust") for the objects described in clause 3 of this deed and to give effect to such desire are at the same time giving to the Board the sum of TEN dollars (\$10)
- B. The parties have agreed to enter into this deed specifying the purposes of the trust and providing for its control and governance.

THIS DEED WITNESSES

1. Name

The name of the trust shall be the **Gribblehirst Community Hub Trust**

2. Office

The office of the trust shall be such place within the city of Auckland as the Board of Trustees, as defined in clause 5, may determine.

3. Purposes

The purposes of the trust will include (but are not limited to):

- 3.1. Providing a workspace for members of all ages to undertake projects that can benefit both community and members
- 3.2. Linking members to community services and support structures to enhance their health and wellbeing
- 3.3. Expanding the social and educational networks of the members and community.

4. Structure of the trust

The trust shall be administered by a Board of Trustees ("the Board") who shall be accountable to, and elected by, members of the trust.



5. Members of the Board

5.1. Numbers

The Board shall consist of not fewer than four (4) and not more than eight (8) members.

5.2. Membership of the Board

5.2.1. The signatories to this deed shall be the first Board and subsequently the Board shall be elected at each annual general meeting of the trust

5.2.2. A person will immediately cease to be a trustee when she or he resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.

5.2.3. The Board may continue to act notwithstanding any vacancy, but if their number is reduced below the minimum number of Trustees stated in clause 5.1, the continuing Trustee/s may act for the purpose of increasing the number of Trustees to that minimum but for no other purpose.

5.3. Retirement of Board

The Board shall retire at each annual general meeting but shall be eligible for re-election at the same and subsequent annual general meetings,

5.3.1. Members of the Board may serve for a maximum of three (3) years after which they will not be eligible at the following annual general meeting

5.3.2. At least one (1) member of the Board must retire either at each AGM or within the year prior to that AGM.

5.3.3. For the purposes of 5.3.2. **retire** means that the person retiring is not eligible to be nominated to the Board again until the following annual general meeting.

5.4. Nomination to the Board

5.4.1. To become a member of the Board, a member must have been a financial member of the trust (not including trial membership) for at least six (6) months.

5.4.2. Nominations to the Board will be made at the annual general meeting, subject to the agreement of the member.

5.4.3. Nominations of members who are not present at the annual general meeting shall be by way of notice of nomination in writing endorsed with the consent of the nominee and given to the Secretary not less than twenty-four hours before the time announced for the annual general meeting.

5.5. Vacancies

Subject to clause 5.1, The Board shall have the power to co-opt further members of the Board and to fill any casual vacancy on the Board until the next annual general meeting.

5.6. Name of Board

The name of the Board shall be the Gribblehirst Community Hub Trust

Board

6. **Proceedings of the Board**

6.1. Meetings

6.2. Officers

The Board may appoint the officers of secretary and treasurer. These offices may be combined. The secretary and treasurer need not be members of the Board.

6.3. Chair

The chair shall preside at all meetings of the Board at which she or he is present. In the absence of the chair from any meeting, the members present shall appoint one of their number to preside at that meeting

6.4. Quorum

At any meeting of the Board a majority of Board members shall form a quorum, and no business shall be transacted unless a quorum is present.

6.5. Voting.

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the Chair may make a casting vote.

6.6. Minutes.

The secretary shall keep minutes of all Board meetings which shall be available to be viewed by trust members within a reasonable time of the meeting.

7. **Powers**

7.1. General and specific powers

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise to carry out its charitable objects are as follows:

- 7.1.1. to use the funds of the trust as the Board thinks necessary or proper in payment of the costs and expenses of the trust, including the employment of professional advisors, agents, officers and staff as appears necessary or expedient; and
- 7.1.2. to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any right or privileges which the Board thinks necessary or expedient for the purpose of attaining the objects of the trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- 7.1.3. to carry on any business; and
- 7.1.4. to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board sees fit; and
- 7.1.5. to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Board thinks fit; and

7.1.6. to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and to attain the charitable purposes of the trust.

7.2. Incorporation

The Board is empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957.

7.3. Employment

Under clause 8.1 the Board may employ as agents, officers and staff, persons who are members of the Board.

8. Income, benefit or advantage to be applied to charitable purposes

8.1. Application

Any income, benefit or advantage to be applied to the charitable purposes of the trust.

8.2. Influence

No member of the trust or person associated with a member of the trust shall participate in, or materially influence, any decision made by the trust in respect of any payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever; except where that income, benefit or advantage is derived from:

8.2.1. Professional services to the trust rendered in the course of business charged at no greater rate than current market rates; or

8.2.2. interest on money lent at no greater rate than current market rates

8.3. Reasonableness required

Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value)

8.4. Entrenchment

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

9. Accounts

9.1. True and fair accounts

The Board shall keep true and fair accounts of all money received and expended.

9.2. Audit.

The Board shall, as soon as practicable after the end of every financial year of the Board, submit the accounts of the Board for that financial year to be audited by an accountant appointed by the Board for that purpose and the Board shall present the audited accounts to the annual general meeting of the trust together with an estimate of income and expenditure for the current year.

10. Power to delegate

The Board may from time to time, appoint any committee and may delegate, in writing, any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation of the Board exercise or perform the delegated powers or duties

in like manner and with the same effect as the Board itself could have exercised or performed them.

10.1. Delegate bound

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the trust

10.2. Delegation revocable

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board

10.3. Delegate need not be Board member

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board

11. Common seal

The Board shall have a common seal which shall be kept in the custody of the secretary, or other such officer as shall be appointed by the Board, and shall be used only by authority of the Board previously given at a meeting of the Board to any document requiring execution by the trustees. Each such use of the seal shall be performed in the presence of, and accompanied by the signatures of, at least two trustees and shall be sufficient evidence of the authority to use such seal. No person dealing with the trustees shall be interested or concerned to see or enquire as to the authority under which any document is sealed or in whose presence it was sealed.

12. Membership of the trust

Any person who has completed the membership agreement and who agrees to the code of conduct then current; or any group or organisation including any family group whose agreed representative has completed the membership agreement and who agrees to the code of conduct then current; may, subject to the Board's approval, become a member of the trust upon payment of the appropriate membership fee current at the time of joining.

13. Membership fees

The Board may require members of the trust to pay membership fees of such amount or amounts as may from time to time be fixed by resolution in general meeting.

14. Resignation of members of the trust

14.1. Resignation by notice

Any member of the trust may resign membership at any time by giving to the secretary notice in writing to that effect and such notice, unless otherwise expressed, shall take effect immediately.

14.2. Resignation deemed

Any person who fails to pay the membership fee on or before the expiration of three months after it has become due shall be deemed to have resigned membership.

15. Expulsion of members of the trust

15.1. Notice of complaint

Any person may make a complaint to the Board that the conduct of a member of the trust is not in accordance with the Code of Conduct then current. Every such complaint shall be in writing and addressed to the secretary.

15.2. Meeting

If the Board considers that there is sufficient substance in the complaint, it may invite the member to attend a meeting of the Board and to offer a written or oral explanation of the member's conduct.

15.3. Notice of meeting

The Board shall give the member at least 14 days written notice of the meeting. The notice shall:

15.3.1. Sufficiently inform the member of the complaint so that the member can offer an explanation of their conduct; and

15.3.2. Inform the member that; if the Board is not satisfied with the member's explanation, the Board may expel the member from the trust.

15.4. Board may expel

If, in the meeting, the Board decides to expel the member from the trust, the member shall cease to be a member of the trust.

15.5. Appeal

A member expelled by the Board may, within 14 days, give written notice of appeal to the secretary. The secretary shall then call a special general meeting to take place within 21 days of receipt of the notice of appeal. If that meeting passes a resolution rescinding the expulsion, the member shall be reinstated immediately.

16. Annual general meeting

16.1. Time and place of meeting

The annual general meeting of the trust shall be held each year in one of the months of February, March, April or May at such place, date and time as the Board shall determine.

16.2. Business of meeting

The annual general meeting shall carry out the following business:

16.2.1. receive the minutes of the previous annual general meeting and of any special general meeting held since the last annual general meeting; and

16.2.2. Receive the trust's statement of accounts for the preceding year and an estimate of the income and expenditure for the current year, and;

16.2.3. Receive reports from the Board and its committees; and

16.2.4. Subject to clause 5 elect members of the Board; and

16.2.5. Fix the annual membership fee (if any); and

16.2.6. Consider and decide any other matter which may properly be brought before the meeting.

17. Special general meeting

- 17.1. Secretary may call meeting
A special general meeting of the trust shall be called by the secretary on receipt of a request in writing for such a meeting stating the reason for having a meeting and signed by not fewer than five (5) members of the trust.
- 17.2. Meeting for appeal against expulsion
Subject to the provisions of clause 15, a special general meeting of the Board shall be called by the secretary for the purpose of hearing an appeal from an expelled member.
- 17.3. Notice of meeting
The prescribed notice calling a special general meeting shall state, in general terms, the business for which the meeting is called and at that meeting, only the business for which the meeting is called and at that meeting, only the business so stated shall be discussed.

18. Procedure for general meeting

- 18.1. Definition
In these rules the term "general meeting" refers to both an annual general meeting and a special general meeting.
- 18.2. Notice of meeting
Fourteen days written notice of each general meeting shall be given to all members of the trust. This notice shall state that the meeting is the annual general meeting or a special general meeting as the case may be and shall specify the place, date and time at which the meeting is to be held.
- 18.3. Quorum
Twelve (12) members of the trust personally present or fifty percent of the members, whichever is the fewer, shall constitute a quorum for a general meeting.
- 18.4.
- 18.5. Voting
All questions at a general meeting shall be decided by consensus. However, if a consensus decision cannot be reached on any question, it shall, subject to clause 19, be put as a motion to be decided by a majority of votes.
- 18.5.1. Each member, including Trustees, shall have only one vote.
- 18.5.2. Voting shall be by show of hands
- 18.5.3. If the voting is tied, the Chair may make a casting vote.

19. Alteration of deed

This deed may be altered, added to, rescinded or otherwise amended by a resolution passed by two-thirds majority at a general meeting, provided that no such amendment shall:

- 19.1. detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable, or

19.2. be made to clauses 8 or 21 unless it is first approved by in writing by the Inland Revenue Department.

20. Trust contracts

Contracts on behalf of the trust may be made as follows:

20.1. a contract which if made by private persons would by law be required to be by deed may be made on behalf of the trust in writing under the common seal of the trust attested as referred to in clause 11 of this deed

20.2. a contract which if made by private persons would be by law required to be in writing, signed by the parties to be charged, may be made on behalf of the Board in writing, signed by any person acting under its authority, express or implied.

20.3. a contract which if made between private persons would by law be valid although made verbally only, and not reduced into writing, may be made verbally on behalf of the Board by any person acting under its authority, express or implied.

PROVIDED, HOWEVER, that no such contract shall be entered into by any person on behalf of the trust except with the authority of a resolution passed by the trust at a properly constituted meeting.

21. Trustee liability

It is declared that:

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

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

21.3. No trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;

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

21.4.1. To his or her own dishonesty; or

21.4.2. To the wilful commission by him or her of an act known by him or her

21.4.3. to be a breach of Trust.

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

21.5. No trustees shall be bound to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by that co-

trustee.

22. Disposition of surplus assets

If, either in the winding up, failure or dissolution of the trust, or in the case of a Board having incorporated in accordance with the provisions of the Charitable Trusts Act 1957 (or other Act passed in substitution for the same) on the liquidation of the Board or on its dissolution by the Registrar, there remains after payment of all of the trust debts and liabilities any property or assets whatsoever, they shall be given or transferred to trustees for carrying out charitable purposes within New Zealand similar to those set out in this deed or be applied for such charitable purposes within New Zealand as the Board may, by resolution, determine at, before, or during the winding-up, failure, dissolution or liquidation. If the Board is unable to make such decision, such property shall be disposed of in accordance with the directions of a Judge of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 on the application of any member of the Board.

IN WITNESS this deed is duly executed.

SIGNED by the said



ANDREW DIXON

As Trustee in the presence of

Witness signature:

Name:

Iupid Diaz B.

Address:

24 Curlyway Street,
Sondringham

Occupation:

Student

IN WITNESS this deed is duly executed.

SIGNED by the said



~~ANDREW~~ XING XING

XING XING

As Trustee in the presence of

Witness signature:

Iupid Diaz B.

Name:

Address:

Occupation:

IN WITNESS this deed is duly executed.

HELGA ARLINGTON

SIGNED by the said

Helga Arlington

As Trustee in the presence of

Witness signature: *Ingrid [Signature]*

Name:

Address:

Occupation:

IN WITNESS this deed is duly executed.

JULIE CROCKER

SIGNED by the said

J. Crocker

As Trustee in the presence of

Witness signature: *Ingrid [Signature]*

Name:

Address:

Occupation:

IN WITNESS this deed is duly executed.

JASON DODUNSKI

SIGNED by the said

J. Dodunski

As Trustee in the presence of

Witness signature: *Ingrid [Signature]*

Name:

Address:

Occupation:

IN WITNESS this deed is duly executed.

SIGNED by the said

As Trustee in the presence of

Witness signature: *[Signature]*

Name:

Address:

Occupation:

IN WITNESS this deed is duly executed.

SIGNED by the said

As Trustee in the presence of

Witness signature: *[Signature]*

Name:

Address:

Occupation:

IN WITNESS this deed is duly executed.

SIGNED by the said

DENISE BISOUX

As Trustee in the presence of

Witness signature: *Ingrid [Signature]*

Name:

Address:

Occupation: