

TRUST DEED

CAMBRIDGE COMMUNITY AGENCIES NETWORK TRUST

CAMBRIDGE COMMUNITY AGENCIES NETWORK TRUST

DEED OF TRUST

1.0 DATE OF DEED

This deed is made on the *29th* day of *October* 2014

2.0 PRESENT TRUSTEES

CLAUDE ALBERT HONNIBAL ("Paddy"), Painter;
ALISON MARGARET PARLE, (Caregiver)
JENNIFER FRANCES BEVERIDGE, (Retired NZRN)
ANN MACLURE, (Retired)
JOHN JOSEPH PETERSON, (Retired School Principal)
GORDON GRANTHAM, (Police Officer)
DAVID DAY, (Retired School Principal)

3.0 NAME

The name of the Trust is Cambridge Community Agencies Network Trust, hereafter called "the Trust".

4.0 INTERPRETATION

4.1 In this deed:

- (a) Trust Board means the above named present trustees who constitute the Board incorporated under the Charitable Trusts Act 1957.
- (b) Trust Property means all, or any part of, the real and personal property acquired by the Trust Board for the purposes of the Trust.

5.0 PRINCIPLES

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

- 5.1 Respecting and implementing the dual heritage of the partners of Te Tiriti o Waitangi (the Treaty of Waitangi)
- 5.2 Respecting the cultural diversity of people and encouraging people from all nationalities to utilise the Trust's facilities and services
- 5.3 Inspiring people to reach their full potential
- 5.4 Working cooperatively with others in the community and

5.5 Maintaining the highest standards of professionalism and integrity.

6.0 OBJECTS

6.1 To provide a variety of health, educational, community and social services, as appropriate, to respond to identified needs of the people of Cambridge and the surrounding district.

In particular the Trust will:

6.1.1 Provide a safe environment where people can be supported to make positive changes in their own lives

6.1.2 Promote awareness of issues in the community

6.1.3 Support and advocate for disadvantaged people

6.1.4 Identify new needs in the community and respond accordingly to advance the objects of the Trust.

7.0 ACTIVITIES LIMITED TO NEW ZEALAND

The activities of the Trust will be limited to Cambridge and the surrounding district of Aotearoa New Zealand however where funding designated for a particular purpose or objective is obtained the services of the Trust may be extended outside of Cambridge and the surrounding district.

8.0 MEMBERSHIP OF THE BOARD

The Board

8.1 Number of Board

The Board shall consist of not less than six and nor more than nine trustees. If the number of trustees is reduced below the minimum number as stated in this deed, the remaining trustees may act for the purposes of increasing the number of trustees to that minimum and maintaining essential activities for continuation of the organisation.

8.2 Initial Membership of Board

The signatories to this Deed shall be the trustees of the Board.

8.3 Term of Office

Subject to clauses 8.8 and 8.5 the term of office of a trustee shall be four years.

8.4 Appointments of Trustees

Other Trustees shall be appointed by the Board as required. Appointments of Trustees shall be made with a view to advancing the principles and activities of the Trust.

Subject to Clause 8.1 the Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees.

8.5 Reappointment

Any trustee whose term of appointment has expired shall be eligible for re-appointment for a further term of three years, at the expiry of which a further term of two years may be served on a motion decided by a three fourths majority of the remaining trustees. However no person shall be eligible to be a trustee for more than nine years consecutively

8.6 Cessation of Trustee Office

The office of a trustee shall become vacant if he or she -

- i) dies; or
- ii) resigns; or
- iii) is absent from New Zealand for a period of six months without obtaining leave of absence from the Board; or
- iv) fails without prior leave of absence from the Board to attend three consecutive Board meetings; or
- v) is found to be a mentally disordered person within the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment; or
- vi) is convicted of a serious criminal offence; or
- vii) is declared bankrupt; or
- viii) is deemed by a majority vote of the Board to have failed to have fulfilled the duties of trusteeship.
- (ix) if the Board by a motion decided by a three fourths (3/4) majority vote to terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interests of the Trust.

8.7 Opportunity to be Heard: Before any decision is made under Rule 8.6 the Board shall:

- (a) Give the trustee seven (7) days written notice of the Board's proposal to suspend or terminate the trustee's position, and the reasons for such proposal; and
- (b) Inform the trustee that he/she has the right to be present, make submissions and be heard at the meeting in which the proposal to suspend or terminate is to be considered.

8.8 **Notification of Decision:** Upon the decision by the Board to suspend, expel or terminate a trustee under Rule 8.8, the Secretary shall immediately inform the trustee concerned.

9.0 **MEETINGS OF THE BOARD**

9.1 The Trust Board shall meet at regular intervals not less than six times in each year. In addition to one of these meetings will be the Annual General Meeting which is to be held not more than 15 months following the previous Annual General Meeting.

9.2 At every Annual General Meeting the Board will appoint the following officers:

- (i) a Chairperson who will be responsible for convening and chairing Board meetings
- (ii) a Secretary who will carry out the functions allocated to the Secretary in these rules. The Secretary may be a non trust member.
- (iii) a Treasurer who will control the funds of the Board.

9.2.1 If at any time an office holder resigns from their office the Board may appoint another member to that office prior to the next Annual General Meeting.

9.2.2 In addition to the appointment of office holders the Annual General Meeting will carry out the following tasks:

- (i) consider and adopt the Annual report
- (ii) consider and adopt the Financial Accounts
- (iii) appoint an accountant who may or may not be a Board Member
- (iv) consider any other general business
- (v) notify the appointment of any trustees made during the year

9.3 The procedure for Board meetings will be as follows:

9.3.1 A quorum for all board meetings will be at least half of its members.

9.3.2 Decision making at any meeting will be by consensus, but failing consensus decisions will be made by a simple majority of the Board members present at the meeting except as provided elsewhere in this Deed.

9.3.3 If the voting is tied the motion will be lost.

9.4 The secretary will ensure that a minute book is maintained which is available to any member of the Trust and which, for each meeting of the Board, records

- (i) the names of those present

- (ii) all decisions made by the Board; and
- (iii) any other matters discussed at the meeting

9.5 Notice of all Board meetings, will be given in writing to each Board member at least 14 days prior to the meeting. However, if the majority of Board members agree, a Board meeting may be called at any time.

10.0 POWERS OF THE BOARD

10.1 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 in order to carry out the charitable objects of this Deed as follows:

- a) 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 advisers, agents, officers and staff as appears necessary or expedient; and
- b) to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights 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
- (c) to invest the Trust Fund in any way permitted by law for the investment of trust funds and upon such terms as the Board thinks fit; and
- d) 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
- e) 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; and
- f) to receive grants of money or other resources and to make grants of money or otherwise provided such grants are to charitable organizations or for educational or community purposes as the trustees deem reasonable and proper in achieving the objects of the Trust; and
- g) to make known and further the objects of the Trust by the publication and distribution of papers or other publications, and by advertising in any media or by any means; and
- h) to hold meetings to which the public are invited to hear speakers and be involved in discussion relevant to the objects of the Trust; and

- i) for all the purposes above to raise money and to solicit, receive and enlist financial or other aid from Government, local authorities, individuals and organisations of any kind and to conduct fund raising.

PROVIDED HOWEVER that all moneys, benefits or advantages received by the Trust shall at all times be applied to the charitable purposes of the Trust.

11. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 11.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.
- 11.2 No trustee or members of the Trust or any person associated with a trustee shall participate in or materially influence any decision made by the trustees in respect of any payment to or on behalf of that trustee or associated person of any income, benefit or advantage whatsoever.

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

- 11.3 The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

12. POWER TO DELEGATE

- 12.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done.
- 12.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Board.
- 12.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.
- 12.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

13. FINANCIAL ARRANGEMENTS

- 13.1 The financial year of the Trust will be from 1 July to 30 June.
- 13.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:

- 13.2.1 how money will be received by the Trust; and
 - 13.2.2 who will be entitled to produce receipts; and
 - 13.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts; and
 - 13.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories and who will be allowed to conduct and authorise electronic transactions; and
 - 13.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted; and
 - 13.2.6 who will be the Trustees nominated for the positions of staff liaison and for the position of Health & Safety officer.
- 13.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.
- 13.4 The Board will ensure a financial budget is prepared for each new financial year.
- 13.5 The Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

14. COMMON SEAL

- 14.1 The Common Seal of the Board, following its incorporation, will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.
- 14.2 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson (or a trustee acting as the Chair) and one other trustee appointed by the Board.

15. ALTERATION OF THIS DEED

- 15.1 The Trustees may, by consensus or pursuant to a motion decided by a two-thirds majority of votes, by supplemental Deed make alterations or additions to the terms and provisions of this Deed provided that no such alteration or addition will:
- 15.1.1 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
 - 15.1.2 be made to the Purpose Clause (6), the Activities Limited to New Zealand Clause (7), the Pecuniary Interests Clause (11) or the Disposition of Surplus Assets Clause (18) unless it is first approved in writing by the Department of Inland Revenue.

16. MEDIATION & ARBITRATION

16.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party, and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances.

The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' institute of New Zealand Inc.

16.2 The mediation shall be terminated by-

16.2.1 The signing of a settlement agreement by the parties; or

16.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or

16.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or

16.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

16.3 If the mediation should be terminated as provided in 16.2.2, 16.2.3 or 16.2.4 any dispute or difference arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

17. TRUSTEE LIABILITY

A trustee will not be liable for any loss which is not attributable to dishonesty or to the wilful commission by that trustee of an act known to him or her to be a breach of trust.

18. DISPOSITION OF SURPLUS ASSETS

On the winding up of the Trust, or on its dissolution by the Registrar, all surplus assets, after the payment of costs, debts and liabilities will be given to other charitable organisation/s within Cambridge New Zealand as the Board will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance

with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.

IN WITNESS this Deed is duly executed:

SIGNED by
CLAUDE ALBERT HONNIBAL
in the presence of:



Witness Signature



Witness Name:

Nicola de Reus

Address:

33 Goldsmith St Cambridge

Occupation:

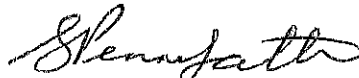
Manager

IN WITNESS this Deed is duly executed:

SIGNED by
ALISON MARGARET PARLE
in the presence of:



Witness Signature



Witness Name:

S Pennefather

Address:

262 Shakespeare St
Cambridge

Occupation:

Rural Post.

IN WITNESS this Deed is duly executed:

SIGNED by
JENNIFER FRANCES BEVERIDGE
in the presence of:



Witness Signature



Witness Name:

ROXANNE LEACH

Address:

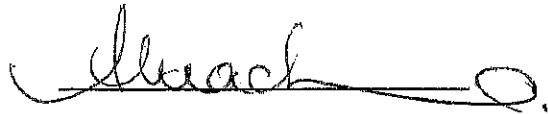
50A NOEL STREET
LEAMINGTON.

Occupation:

OFFICE MANAGER.

IN WITNESS this Deed is duly executed:

SIGNED by
ANN MACLURE
in the presence of:



Witness Signature



Witness Name:

ROXANNE LEACH

Address:

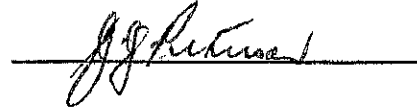
56A NOEL STREET, LEAMINGTON.

Occupation:

OFFICE MANAGER.

IN WITNESS this Deed is duly executed:

SIGNED by
JOHN JOSEPH PETERSON
in the presence of:



Witness Signature



Witness Name:

ROXANNE LEACH

Address:

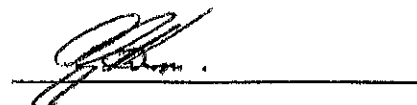
56A NOEL STREET, LEAMINGTON.

Occupation:

OFFICE MANAGER

IN WITNESS this Deed is duly executed:

SIGNED by
GORDON GRANTHAM
in the presence of:



Witness Signature



Witness Name:

Nicola de Reus

Address:

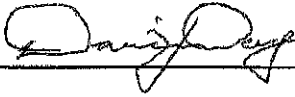
33 Goldsmiths St Cambridge

Occupation:

Manager.

IN WITNESS this Deed is duly executed:

SIGNED by
DAVID DAY
in the presence of:



Witness Signature



Witness Name:

ROXANNE LEACH

Address:

56 A NOEL STREET, LEXINGTON

Occupation:

OFFICE MANAGER

Resolution of the Trustees


of


Cambridge Community Agencies Network Trust


Dated this 29th day of October 2014.


Resolved


1. That in accordance with the provisions of clause 16.1 of the Trust Deed of the Cambridge Community Agencies Network Trust dated 1st March 2010 the existing Deed of Trust be modified by –
 - (a) rescinding all the provisions of the existing Deed of Trust dated 1st March 2010 and
 - (b) replacing the Deed of Trust dated 1st March 2010 by a Trust Deed dated 29th day of October 2014 which deed is deemed to be a Deed of Modification for the purposes of clause 16.1 of the said Deed of Trust dated 1st March 2010
2. That this resolution is signed by all trustees currently holding position of trustees in the Cambridge Community Agencies Network Trust.


C A Honnibal

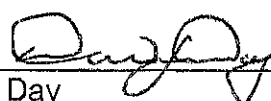

A M Parle


J F Beveridge


A Maclure


J Peterson


G Grantham


D Day

DEED OF VARIATION OF TRUST

CAMBRIDGE COMMUNITY AGENCIES NETWORK TRUST

**DAVID DAY
ANN MACLURE
JOHN JOSEPH PETERSON
CLAUDE ALBERT HONNIBAL
ROBYN PARKER
GORDON GRANTHAM
ALISON MARGARET PARLE**

THIS DEED dated the day of

201

BY DAVID DAY
 ANN MACLURE
 JOHN JOSEPH PETERSON
 CLAUDE ALBERT HONNIBAL
 ROBYN PARKER
 GORDON GRANTHAM
 ALISON MARGARET PARLE

("Trustees")

BACKGROUND

1. The Cambridge Community Agencies Network Trust Board was registered as a Charitable Trust on 9 September 1987.
2. Clause 15 of the Trust Deed provides that the Trust Deed may be altered by a 2/3rds majority of votes.
3. At a meeting of the Trustees on the 10th day of November 2015 the Trustees resolved to vary the Trust Deed by changing the name of the Trust from Cambridge Community Agencies Network Trust to Cambridge Community House Trust.

Executed as a deed.

SIGNED by DAVID DAY as one of the Trustees in the presence of:



DAVID DAY

Witness:



Signature of witness

ROXANNE LEACH

Full name of witness


OFFICE MANAGER

Occupation of witness


5 DANIEL ST, LEAMINGTON

Address of witness

SIGNED by ANN MACLURE as one of the Trustees in the presence of:


ANN MACLURE


Witness:


Signature of witness
ROXANNE LEACH
Full name of witness
OFFICE MANAGER
Occupation of witness
56 A NOEL ST, LEAMINGTON
Address of witness

SIGNED by JOHN JOSEPH PETERSON as one of the Trustees in the presence of:


JOHN JOSEPH PETERSON


Witness:


Signature of witness
ROXANNE LEACH
Full name of witness
OFFICE MANAGER
Occupation of witness
56 A NOEL STREET, LEAMINGTON
Address of witness

SIGNED by CLAUDE ALBERT HONNIBAL as one of the Trustees in the presence of:


CLAUDE ALBERT HONNIBAL

Witness:

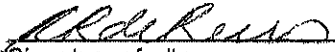

Signature of witness
Nicola Ruth de Rous
Full name of witness
Manager
Occupation of witness
33 Goldsmith St
Address of witness
Cambridge

SIGNED by **ROBYN PARKER** as one of the Trustees in the presence of:




ROBYN PARKER


Witness:



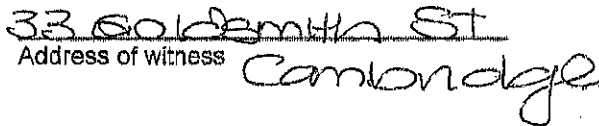
Signature of witness



Full name of witness



Occupation of witness



Address of witness

SIGNED by **GORDON GRANTHAM** as one of the Trustees in the presence of:




GORDON GRANTHAM


Witness:



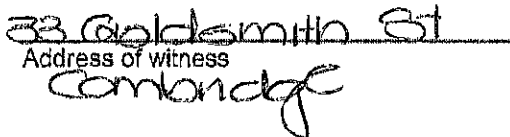
Signature of witness



Full name of witness



Occupation of witness



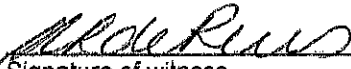
Address of witness

SIGNED by **ALISON MARGARET PARLE** as one of the Trustees in the presence of:




ALISON MARGARET PARLE


Witness:



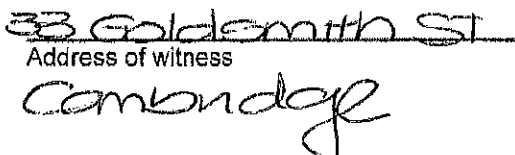
Signature of witness



Full name of witness



Occupation of witness



Address of witness