Climate Change Taitokerau Northland Trust

THIS DEED MADE BY THE FOLLOWING PERSONS  (“The Trustees”)  
Peter Bruce-Iri  
Carol Peters  
Warren Metalaru  
Catherine Murupaenga-Ikenn  
Anna Murphy  
Bev Trowbridge  
Joe Camuso

WHEREAS  
At a Taitokerau Climate Change Northland Conference in June 2018 the group agreed that they:
a. Believed wholeheartedly that climate crisis is the most serious, potentially existential, threat of our time for Taitokerau and all of humanity;
b. Deeply appreciating the compelling science demonstrating that climate crisis is man-made, and therefore that we bear the responsibility to mitigate its worst effects; and  
c. Were greatly inspired by the “Drawdown” project - “the most comprehensive plan ever proposed to reverse global warming”-.

AND WHEREAS  
The Trustees have given the sum of $10 to the “Trustees” for such purposes.

NOW THEREFORE

The Trustees wish to create a Charitable Trust to carry out the aims set out in this Trust Deed and

a)  “The Trustees” declare that they hold the sum of $10 as the initial Trust fund, on trust along with any other money or property received by the Trust to carry out the aims of this Trust Deed, and  
b)  “The Trustees” are entitled to apply to be incorporated as a Board under the Charitable Trust Act 1957 to carry out the aims, powers and rules set out in this Trust.

NAME  
1. The name of the Trust is the Climate Change Taitokerau Northland Trust.

AIMS  
2.  The purpose of the Trust will be to:

2.1  Encourage all people in Taitokerau to help reduce emissions that cause global warming (“Greenhouse gases” or “GHGs”).

2.2  Teach people how to reduce GHGs.

2.3  Support projects that reduce GHGs.

2.4  Measure, track and record drawdown of GHGs in Taitokerau.

2.5  Apply the assets and income of the Trust, however derived, in Aotearoa towards all or any of the aforesaid objects and purposes or other charitable purposes in such a manner as the Trust in its absolute discretion shall decide.

POWERS  
3.  The Board of Trustees will have the following powers:

3.1  To purchase, lease, hire or otherwise acquire any property.

3.2  To sell, mortgage or otherwise dispose of or deal with any of the property of The Trust.

3.3  To construct, maintain or alter any buildings or property.

3.4  To borrow, raise or invest money in any manner and on any terms suitable to the trust.

3.5  To enter into any arrangement or contract with any individual, Government Department or corporate body.

3.6  To pay all or any of the expenses incurred in establishing and running the Trust.

3.7  To employ or engage staff, advisors or other persons, whether or not they are Trustees, and to pay their wages, salaries and/or their expenses on terms that are reasonable and appropriate.

3.8  To do anything else which will further the charitable objects of the Trust.
3.9 The Board of Trustees may alter, add or cancel any rules at a General Meeting provided that:
   a) Written notice of the proposed change is included in the notice calling the meeting.
   b) A two third majority of the trustees present at the meeting agree to the change.
   c) No alterations, additions or cancellation will be made to these rules that are in conflict with:
      i. The aims of the Trust,
      ii. The charitable nature of the Trust,
      iii. The conditions of any exemptions granted by the Department of Inland Revenue.

RULES

4. The rules of the Board of Trustees will be as follows:

4.1 Trustees shall always follow the guidelines set down in the constitution of the Board.

4.2 The board will have between 3 and 9 trustees.

4.3 The Board will appoint new Trustees to the Board according to these rules and on their appointment those new trustees will become Trustees.

4.4 The Board Trustee will hold office for three years, then be available for reappointment to the Board unless prior to this date he or she:
   a) Resign;
   b) Is unable to perform his or her duties,
   c) Does not attend three consecutive Board meetings without adequate explanation,
   d) Dies, or
   e) Is removed from the Board according to clauses 4.5 or 4.6.

4.5 A Board Trustee may be removed from the Board by a vote of at least two thirds of the Board Trustees at a Special General Meeting. The Board Trustee concerned must be given:
   a) at least 14 days notice of the proposed removal,
   b) the reasons for the proposed removal, and
   c) an opportunity to reply at the meeting considering his or her removal.

4.6 Any Board Trustee may resign from the Board by giving notice in writing to the Secretary of the Board and the resignation will take effect from the date notice is given by the Secretary.

DUTIES OF THE BOARD OF TRUSTEES

5. The Board Trustees will be responsible for the management of all the activities of the Trust and may exercise all the powers given to it by Deed.

5.1 Trustees must act gratuitously and without reward. This basic rule can be modified by:
   a) An express provision in the Trust Deed or agreement
   b) Agreement between the Trustee and the Beneficiaries: or
   c) With the permission of the court.

Meetings

BOARD MEETINGS

6. The Board will hold at least three meetings every calendar year and one of these Meetings will be the Annual Meeting, which is to be held not more than three months following the end of the financial year 30 June.

6.1 At the first meeting of the Board and at every Annual Meeting the Board will include the following business.
   a) The financial Accounts
   b) The Annual Report
c) The election of the following office holders
   i. Chair person
   ii. Secretary
   iii. Treasurer

d) The appointment of an auditor or accountant, who may or may not be a Board Trustee.

e) The consideration of other business.

6.2

If at any time an office holder ceases to be a Board Trustee the Board may appoint another Trustee to that office prior to the next Annual Meeting.

NOTICE OF BOARD MEETINGS

7. Notice of all Board Meetings including the Annual Meeting will be given by text to each Board Trustee at least 7 days prior to the meeting. However, if all Board Trustees agree a Board Meeting may be called at any time.

THE RUNNING OF BOARD MEETINGS

8.1

8. Following are the rules of running board meetings:

   The quorum of all Board Meetings will be two thirds of Trustees present.

8.2

Decision making at any meeting will generally be by consensus of the Board Trustees present at the meeting. Where consensus cannot be obtained the matter will be decided by majority vote by a show of hands. In the case of an equality of votes the Chairperson shall be entitled to a casting vote in favor of the current position.

8.3

The board may from time to time caucus for decision making.

8.4

The Board may from time to time appoint two or more of its Trustees to form a Sub-committee may co-opt other people who are not board Trustees.

MINUTES BOOK

9. All proceedings of Board Meetings will be recorded in a Minute Book which will be held by the Secretary of the Board.

BUSINESS CONCERNS

CONTROL OF FUNDS

10. The Board through its Treasurer will keep proper books of account and will prepare annual accounts. Accounts will be reviewed by an approved accountant. The most recent annual accounts can be seen by anybody on request.

10.1

10.2

All funds received by the Trust will be paid into the Trust's bank account.

All cheques and withdrawal slips drawn on the Trust's account will be signed by the two people appointed by resolution of the Board. These signatories can both be trustees or one can be an employee.

10.3

The income and property of the Trust is to be applied solely to further the aims of the Trust. No income or property is to be paid of transferred directly or indirectly to any Trustees. This will not prevent payment of reasonable remuneration or expenses to any officer or employee of the Trust or to any Trustee for any services performed by them to the Trust.

10.4

A Trustee may charge for any services carried out by him or her where the Trust would have had to pay for that service if it was carried out by somebody who was not a Trustee.

10.5

No private pecuniary profit: No private pecuniary profit shall be made by any person from the Trust, except that:

   a) Any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
   b) The Trust may 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;
c) 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 Trustee, employee or associate in connection with the affairs of the Trust;

d) Any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may 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 attributed to that Trustee's connection with the Trust.

e) Trustees to comply with restrictions: The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

10.6 Restrictions on benefits to any influence by interested persons.

Recipient not to influence benefits: Notwithstanding anything contained in or implied in the deed, any person who is:

a) A settlor or trustee of the Trust; or

b) A shareholder or director of any company carrying on any business of the Trust; or

c) A settlor or trustee of any trust which is a shareholder of any company carrying on the business of the Trust; or

d) An associated person (as defined by the Income Tax Act 1994) of any such settlor, trustee, shareholder or director shall not by virtue of the capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

10.7 Professional account and influence: 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 his 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;

BUSINESS ACTIVITY

11 The Board may carry out any business, whether or not carried on at commencement of this Constitution, in such a manner as the Trustee's deem appropriate, including power to use and apply any part of the Trust's fund and/or income thereof as capital in any such business.

CONFLICT OF INTEREST

12. Any Board Trustee who is, or may be in any other capacity whatever, interested or concerned, directly or indirectly, in any property or undertaking of the Trust or may be in any way concerned or involved, shall disclose the nature and extend of that Trustee's interest to the Board or Trust. That Trustee shall then not take part in any deliberation of the Board meeting concerning any matter in which that person is or may be interested.

COMMERCIAL RATES TRUSTEE TRANSACTION

13. The Board shall not lend money nor lease property or assets at less than the current commercial rates, having regard always to the nature and terms of the loan or lease, to any person (as defined in the Income Tax Act 1994).

a) who is a Trustee or a Trustee of any of the Trust's sub-committee

b) who is a shareholder director of any Company by which any business

of the Trust is carried on, or

d) who is a settlor or Trustee of a Society or Trust, that is a shareholder of

e) any company by which any business of this Trust is carried out on or
14. No Trustee shall be liable for any loss not attributed to dishonesty or the willful Commission by the Trustees of an act known to the Trustees to be a breach of Trust and in particular no Trustee shall be bound to take any proceedings against a trustee or former trustee for any breach or alleged breach of trust committed by such trustee or former trustee.

14.1 Without limiting the generality of the preceding clause 15 it is declared that:
   a) The Trustee 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
   b) They are each answerable for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any Banker, Broker, Auctioneer, or other person with whom, or into whose hands any trust money or security is properly deposited or has come.
   c) No Trustee shall be liable personally for the maintenance, repair or insurance of any property included in the trust fund, or for the payment of any charges on such property.

14.2 The Board is empowered to effect insurance for a Board Trustee or employee of the Trust in respect of
   a) Liability, not being criminally liable for any act or omission in his or her capacity as a Board Trustee or employee;
   b) Costs incurred by the Board Trustee or employee in defending, or settling any claim or proceeding relating to any such liability;
   c) Cost incurred by the Board Trustee or employee in defending any criminal proceedings in which he or she is acquitted.

15. The Charitable Trust may be wound up if;
   a) A consensus of the Board Trustees at a General Meeting pass a resolution to wind up the Trust, and
   b) A second meeting is held not earlier than 30 days or later than 42 days since the first meeting is held, to confirm or reject the winding up resolution, and at that second meeting a two thirds majority of the Board Trustees must confirm the resolution.

15.1 On winding up, any surplus assets of the Trust will be distributed to other charitable organizations in Aotearoa with similar aims and functions as to those of this trust. In the event of default (Trust Board being unable to decide) the remaining assets are to be distributed as a Judge of the High Court directs.

Name: Catherine Munpaenga-Ikeni
Address: 251 Old Kaiatea Road
Position: Trustee
Signature: CATHERINE IKENI
Date: 27/06/18

Witness: Jone Dasoni
Address: 155 Kamo Rd, Kensington
Occupation: Whangarei Support Worker
Signature: Jone Dasoni
Date: 27/06/18

Name: Janeen Orchard
Address: 40 A Puriri Park Rd, Manyuna
Occupation: Physio Assistant
Signature: JANEEN ORCHARD
Date: 28-6-18
Name: Anna Murphy
Address: 1807a Ngunguru Rd
Position: Trustee
Signature: Anna Murphy
Date: 27/6/18

Witness: Jane Dasend
Address: 155 Kamo Rd, Kensington, Whangarei
Occupation: Whanau Support Worker
Signature: Jane Dasend
Date: 27/6/18

Name: Beverley Trowbridge
Address: 332 Kawokarihi Hill Rd
Position: Trustee
Signature: Beverley Trowbridge
Date: 27/6/18

Address: Peter Bruce
Position: Trustee
Signature: Peter Bruce
Date: 27/6/18

Name: Joseph Camus
Address: 17 Hingimata St, Onekohi Whangarei
Position: Trustee
Signature: Joseph Camus
Date: 27/06/18

Name: Carolyn Rae Peter
Address: 853 SH 14 RD 9
Whangarei
Position: Trustee
Signature: Carolyn Rae Peter
Date: 27/06/18

I hereby certify that this is a correct copy of the Trust deed or rules of "Climate Change Taiko Tia".

Witnessed by Sally Louise Woods 28/6/18

Sally Louise Woods
Solicitor
WHANGAREI