

Enable people to enjoy recreational activities and to undertake economic activities without compromising the reasonably foreseeable needs of present and future generations.

This can only be achieved by management agencies and the community working together”

- E. To promote and facilitate the implementation of the “Pauatahanui Inlet Action Plan” the parties hereto have agreed to form a Charitable Trust to be called the “Pauatahanui Inlet Community Trust”.

THIS DEED RECORDS:

1.0 DEFINITIONS

- 1.1 In this Trust Deed the following terms shall mean where the context so requires or admits:

“Appointed Trustees” means those persons who are appointed as members of the Trust Board under clauses 7.10 –7.12.

“Founding Trustees” means the persons named as parties to the Trust Deed.

“Nominated Trustees” means those members of the Trust Board who are appointed under clause 7.2.

“Pauatahanui Inlet Action Plan” means the plan dated August 2000.

“Public notification” means notification once in two successive weeks in the “Public Notices” column of a newspaper or newspapers circulating in the Wellington Region.

“Special Resolution” means a resolution passed at a meeting of the Trust Board at which seventy five percent (75%) of the Trustees present and voting, vote in favour of the resolution.

“Trust” means the Trust established by this Trust Deed known as the Pauatahanui Inlet Community Trust.

“Trust Board” means the Founding Trustees, Appointed Trustees and Nominated Trustees during their term of office and such other persons as shall be appointed from time to time in substitution therefor or in addition thereto.

“Trust Deed” means the body of this Deed and any amendments to it.

“Trustees” means the individual members of the Trust Board.

“Trust Fund” means all investments, property or cash hereinafter transferred and vested in the Trust Board to be held in accordance with the terms of the Trust Deed.

“Wellington Region” means the geographic region constituted by Porirua City, Wellington City, Kapiti Coast District, Hutt City and Upper Hutt City.

2.0 GOVERNING LAW

2.1 This Trust Deed and the trusts hereof shall be governed by and construed in accordance with the law for the time being in force in New Zealand.

3.0 ESTABLISHMENT OF THE TRUST

3.1 The Founding Trustees with a general intention of charity desire to create the Trust.

3.2 The Trust shall comprise the Trust Fund from time to time held by or within the control of the Trust Board under the Trust Deed including the income arising from the Trust Fund and any accumulation of such income.

3.3 The Trust Fund shall be held on trust by the Trust Board and shall be managed and administered on the terms contained in this Trust Deed.

3.4 The Trust shall commence upon execution of the Trust Deed and shall continue until termination under clause 18.0.

4.0 INCORPORATION

4.1 The Trust shall be incorporated in accordance with the provisions of the Charitable Trusts Act 1957 under the name of PAUATAHANUI INLET COMMUNITY TRUST.

4.2 The Registered Office of the Trust shall be c/- Wellington Regional Council, 142-146 Wakefield Street, Wellington unless the Trustees decide otherwise.

5.0 OBJECTS

5.1 The objects of the Trust are:

- (a) To promote and facilitate the implementation of the Pauatahanui Inlet Action Plan (including any amendments made to that plan or any plan adopted in substitution for it) by:
 - (i) fostering community awareness and support for the action plan;
 - (ii) fostering community awareness and understanding of the management responsibilities that various management agencies and other bodies have within the inlet and its catchment;
 - (iii) liaising with various management agencies and other bodies to assist with and facilitate the implementation of the plan;
 - (iv) supporting, promoting and contributing toward programmes and projects aimed at implementing or supporting the action plan and its vision;
 - (v) monitoring and reviewing the implementation and effectiveness of the action plan; and
 - (vi) assisting with any review of the action plan.
- (b) To promote and support the development and implementation of an action plan for the Porirua Harbour arm.
- (c) To engage in any other activities and processes that are complementary to any of the foregoing purpose in adjacent areas as may be deemed appropriate to the circumstances.

6.0 DECLARATION OF TRUST

- 6.1 In furtherance of the objects of the Trust the Trust Board will stand possessed of the Trust Fund in perpetuity and shall hold the Trust Fund and the income therefrom upon the trusts herein set forth including the powers and provisions expressed concerning the same.
- 6.2 The Trust Board is authorised to accept as part of the Trust Fund any gifts, donations, bequests, devises, settlements or other disposition in money or money's worth to or in favour of the Trust Board and may, if appropriate, retain them in their original form without selling or converting the same into money and shall hold all upon trust for the general purposes of the Trust.

7.0 THE TRUST BOARD

- 7.1 The Trust Board shall consist of not less than six (6) persons and not more than fourteen (14) persons of whom three (3) shall be Nominated Trustees and the remainder Appointed Trustees.
- 7.2 The Nominated Trustees shall comprise:
- (a) One (1) Trustee appointed by the Wellington Regional Council (or its successor) from its elected members;
 - (b) One (1) Trustee appointed by the Porirua City Council (or its successor) from its elected members;
 - (c) One (1) Trustee appointed by Te Runanga o Toa Rangatira Incorporated (or its successor).
- 7.3 The Nominated Trustees may be removed at any time by the respective persons entitled to appoint them.
- 7.4 The Founding Trustees are the Trustees listed at the front of the Trust Deed.
- 7.5 Notwithstanding clause 7.3, the term of appointment of the Founding Trustees shall be for two (2) years. The Founding Trustees shall be eligible for reappointment in accordance with clause 7.2 or 7.10.
- 7.6 The Appointed Trustees shall comprise those persons who are appointed to the Trust Board by the Appointments Committee pursuant to clauses 7.9-7.12.
- 7.7 The term of appointment of each Appointed Trustee shall expire at the end of three (3) years from the date of his or her appointment provided always that he or she shall be eligible for re-appointment from time to time.
- 7.8 No Appointed Trustee shall hold office continuously for any period exceeding nine (9) years.
- 7.9 The Appointments Committee shall for the first year of the Trust initially comprise the Founding Trustees. Thereafter any Appointments Committee shall consist of the three (3) Nominated Trustees, the Chair of the Trust and two (2) Appointed Trustees selected by the Trust Board, as is necessary from time to time.
- 7.10 The Trust Board may from time to time resolve that the Appointments Committee appoint Additional and/or Replacement Trustees. Replacement Trustees shall be appointed following:

- (a) the resignation of a trustee; and/or
- (b) the disqualification of a Trustee

(unless such resignation or disqualification occurs within six (6) months of the date when such Trustee's appointment would have expired).

- 7.11 Additional and Replacement Trustees will be appointed from applications received following public notification, in the manner set out in clause 1.1, within such time as stipulated by the Trust Board.
- 7.12 In considering the appointment of additional or replacement Appointed Trustees, the Appointments Committee shall ensure a balance of interests are represented on the Trust Board at all times, including the interests of community, environmental and recreational groups and private landowners.
- 7.13 Following registration and incorporation under the Charitable Trusts Act 1957 the Founding Trustees shall meet within two (2) months to appoint up to eight (8) further Trustees. Before appointing further Trustees the Trust Board shall call for applications in the manner set out in clauses 7.10 and 7.11.
- 7.14 The Trust Board may also appoint as advisors to the Trust Board from time to time Advisory Trustees, being persons with specialised knowledge and interests in relation to the objects of the Trust.
- 7.15 Advisory Trustees shall not be members of the Trust Board by virtue of their appointment as Advisory Trustees.
- 7.16 Every Trustee or Advisory Trustee shall be entitled to seek reimbursement out of the Trust Fund for all reasonable travelling, accommodation and other expenses properly incurred in attending meetings of the Trust Board or while engaged on the activities of the Trust Board. [Such reimbursement shall be approved by Special Resolution at a duly convened meeting of the Trust Board.]

8.0 DISQUALIFICATION OF MEMBERS OF THE TRUST BOARD OR ADVISORY TRUSTEES

- 8.1 The appointment of any Trustee or Advisory Trustee shall immediately cease if he or she:
 - (a) Becomes bankrupt or suspends payment or compounds with his or her creditors generally;

- (b) Is declared or found to be mentally disordered or is confined as a mentally disordered person or becomes of unsound mind or incapable of performing his or her duties;
- (c) By giving three (3) months notice in writing to the Trust Board resigns office;
- (d) Dies;
- (e) Without leave of the Trust Board is absent more than fifty per cent (50%) of meetings of the Trust over a twelve (12) month period; or
- (f) It is resolved by Special Resolution that membership to the Trust Board be ceased as a result of any grave misconduct likely to reflect unfavourably upon or damage the reputation of the Trust Board.

9.0 PROCEEDINGS OF THE TRUST BOARD

- 9.1 To the extent not otherwise provided for in the Trust Deed the Trust Board may from time to time make such regulations as to its meetings and as to its proceedings (including the appointment of subcommittees and delegations of its powers) as it shall think fit.
- 9.2 The Trust Board shall hold its first meeting within two (2) months from the date of execution of the Trust Deed and shall meet a least every two (2) months thereafter.
- 9.3 Subsequent meetings of the Trust Board shall be held at such times and places as are appointed:
 - (a) By the Chairperson; or
 - (b) By a majority of the Trustees.

And shall be preceded (unless such requirement be waived) by fourteen (14) days notice in writing to the Trustees entitled to attend any such meeting.

- 9.4 The quorum for passing a special resolution shall be three quarters (3/4) of the number of Trustees.
- 9.5 The quorum necessary for the transaction of business at meetings of the Trust Board shall be the majority of Trustees or four (4) Trustees, whichever is greater.

- 9.6 Questions arising at any meeting of the Trust Board shall be decided by a majority of votes. Each Trustee shall have one vote and a determination by a majority of Trustees present shall for all purposes be deemed a determination of the Trust Board. In case of an equality of votes the Chairperson shall have a second or casting vote.
- 9.7 Any business which may be done by the Trust Board at a meeting may be done by a Special Resolution passed, without a meeting or any previous notice being required, by means of an entry in the Trust Board's minute book signed by at least seventy five percent (75%) of the Trustees of the Trust Board. A copy of a Special Resolution signed by a Trustee and transmitted by facsimile shall be accepted as due compliance with the provision of this clause for the purposes of entry of a resolution in the Trust Board's minute book. If such a procedure is adopted the Secretary of the Trust Board shall within fourteen (14) days after any resolution is passed in this manner send to every Trustee by or on behalf of whom the entry has not been signed a copy thereof, including the signatures.
- 9.8 Advisory Trustees shall be entitled to be present (other than when the Trust Board is in committee) and speak at meetings of the Trust Board but shall not be entitled to vote.
- 9.9 The Trust Board may act for all purposes notwithstanding any vacancy in their number and all proceedings at any meeting of the Trust Board shall be valid and effectual notwithstanding that it may afterwards be discovered that any Trustee is not properly qualified.
- 9.10 The Founding Chairperson shall be elected by the Founding Trustees and shall hold office until the first Annual General Meeting of the Trust Board at which he or she shall be eligible for re-election to that office. At each subsequent Annual General Meeting of the Trust Board the Trust Board shall elect a Chairperson who shall hold office for that year. If at any meeting the Chairperson is not present within fifteen (15) minutes after the time appointed for holding the meeting the Trustees present may choose one of their number to be Chairperson of the meeting.
- 9.11 The Trust Board shall appoint a Secretary and shall cause minute books to be kept of the proceedings at meetings of the Trust Board and shall cause entries to be made therein of all resolutions put to the vote and of the result of the voting and any such minutes signed by the Chairperson or by a Trustee appointed by the Trust Board for that purpose and who was present at the meeting shall be conclusive evidence of the due passing of any resolution and the amount of the majority voting in favour thereof.

9.12 The Trust Board shall hold an Annual General Meeting in every year within three (3) months of the end of the financial year for the purposes of electing a Chairperson, receiving and approving the annual report and financial statements of the Trust, and, to appoint an auditor and for such other general business as the Trust Board shall think fit. The Trust Board shall give not less than three (3) weeks prior notice of such meeting by public notification.

10.0 TRUST BOARD POWERS

10.1 The Trust Board shall have the following powers.

- (a) To employ such staff including Trustees and Advisory Trustees, as may be necessary to administer the affairs of the Trust Board.
- (b) To do all such acts or things as shall be necessary to enable the Trust Board to carry out the objects of the Trust.
- (c) To expend money from the income and the capital of the Trust Fund to achieve the objects of the Trust
- (d) To promote or undertake research and any and all such other powers as considered are necessary, desirable or likely to facilitate the attainment of the objects of the Trust.

10.2 In the exercise of any power authorising remuneration of Trustees and Advisory Trustees for expenses properly incurred pursuant to clause 7.16 or for employment pursuant to sub clause 10.1(a), any income, benefit or advantage shall be applied to the objectives of the Trust. No member of the Trust or any person associated with a Trustee or an Advisory Trustee shall participate in or materially influence any decision made by the Trust in respect of the payment to or on behalf of that member or associate person of any income, benefit, of advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).

10.3 It shall be the duty of a Trustee or Advisory Trustee who is in any way directly or indirectly interested in any contract or arrangement or proposed contract with the Trust Board to declare the nature of his or her interest at a meeting of the Trust Board, but failure to do so will not disqualify the Trustee or invalidate the contract or any other matter in which the interest lies.

10.4 A Trustee who is interested shall not be entitled to vote on any issue related to the contract, proposed contract or other matter in which the interest lies.

10.5 If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee voluntarily agreeing to abstain from voting, such question shall be referred to the Chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive. A Trustee shall be deemed to have an interest in any matter in which he or she would be reasonably be regarded as likely to be influenced materially to prefer interests other than those of the Trust, or any other affected party, for reasons of personal advantage or the advantage of business or family associates.

11.0 LIABILITY FOR BREACHES OF TRUST

11.1 No Trustee or subcommittee purporting to exercise its powers hereunder shall be liable for any loss unless attributable either to the dishonesty of that person or to the wilful commission or omission of any act known by that person to be a breach of trust.

12.0 LIMITATION OF LIABILITY OF THE TRUST BOARD

12.1 The liability of the Trust Board, or any Trustee shall at all times be limited to the assets of the Trust.

13.0 BANK ACCOUNT

13.1 The Trust Board shall maintain a bank account for the Trust at such bank as shall from time to time be nominated by the Trust Board. All moneys belonging to the Trust Board shall as and when received be paid into or deposited with such bank to the credit of such account. All cheques and other negotiable instruments shall be drawn in the name of the Trust Board and shall be signed, countersigned or endorsed in such manner as the Trust Board shall determine from time to time and at no stage shall it be less than two (2) Trustees.

14.0 BOOKS OF ACCOUNT

14.1 The Trust Board shall keep or cause to be kept proper accounts in respect of all receipts and payments on account of the Trust Board and of all dealings connected therewith. As soon as practicable after the end of each year the Trust Board shall prepare or cause to be prepared a statement showing the financial position of the Trust Board at the conclusion of that year including a Statement of the Financial Position and a Statement of Financial Performance for that year and shall publish such statements as part of an annual report to the Trust Board.

14.2 The financial year shall commence on the 1st day of July in each and every year and conclude on the 30th day of June in the following year.

15.0 AUDIT

15.1 A person appointed by the Trust Board shall audit the books of account as soon as convenient after the conclusion of each financial year.

16.0 AMENDMENTS TO TRUST DEED

16.1 The Trust Board may by deed at any time or times, at a properly convened meeting of the Trust Board for which public notification has been given by Special Resolution of the Trustees, revoke add to or vary all or any of the Trust's beneficial interests powers and discretions set out or contained in the Trust Deed as varied from time to time provided that no part of the Trust Fund or the income therefrom shall become subject to any trusts other than trusts for charitable purposes and provided further that no additions to or alteration of the objects, personal benefit clause or the winding up clause shall be approved without the approval of the Inland Revenue Department. The provisions and effects of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

16.2 When considering any proposed variation to the Trust Deed the Trust Board shall as far as practicable preserve the integrity of the Trust's original purpose and intent by departing therefrom only to such extent as may be considered necessary or desirable given changed circumstances in order to fulfil objectives as nearly and closely aligned as possible with the Trust's original purpose and intent.

17.0 COMMON SEAL

17.1 Upon incorporation of the Trust in accordance with clause 4.0 the Trust Board shall procure a common seal for the Trust and shall provide for its custody. Any document required to be signed under the common seal shall be attested to by any two (2) Trustees.

18.0 TERMINATION

18.1 The Trust shall terminate and be liquidated and dissolved if:

- (a) the Trust Board resolves by Special Resolution that the Trust shall be liquidated, or
- (b) the Trust is liquidated by law.

- 18.2 Following a Special Resolution to liquidate the Trust the Trust Board shall realise or dispose of the Trust Fund as soon as reasonably practicable in accordance with clause 18.3.
- 18.3 The Trust Fund or the proceeds resulting from the trust fund shall be applied by the Trust Board upon the liquidation in the following order:
- (a) first in meeting all costs, expenses and liabilities of the Trust, including the costs and expenses of liquidating the Trust, and setting aside any amount that the Trust Board considers necessary or desirable (having regard to generally accepted accounting practices) in respect of any contingent liability of the Trust, and
 - (b) secondly in the payment or distribution (by instalments if the Trust Board considers it appropriate) of the remaining Trust Fund to another charitable organisation in the Porirua City Region approved by the Trust Board as being as similar as is practicable to those for which the Trust was established.
- 18.4 If pursuant to sub clause 18.3(b) the Trust Board is unable to decide on the recipient or recipients of the remaining trust fund then the remaining trust fund shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.
- 18.5 Subject to the provisions of clause 18.1(a), on liquidation no part of the Trust Fund shall be paid, applied or transferred except in accordance with the objects of the Trust, and no private pecuniary profit, benefit or advantage shall be made by any Trustee from the Trust, except in accordance with clauses 7.16 and 10.1(a).

THIS DEED WITNESS

Signed by)
WIREMU SELWYN)
KATENE)
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address:

Signed by)
MARGARET KERSLAKE)
SHIELDS)
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address:

Signed by)
JENNY SYLVIA BRASH)
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address:

Signed by)
CHRISTINE JENNIFER)
JACOBSON)
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address:

Signed by)
LYNETTE PEARL)
WHARFE)
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address:

Signed by)
CHRISTINE MARJORIE)
STANLEY)
as Trustee)
in the presence of:)

Witness signature:

Witness name:

Occupation:

Address: