

CONSTITUTION OF
KA PAI KAITI CHARITABLE TRUST

1 NAME

The name of the Trust shall be **KA PAI KAITI TRUST** (Hereinafter referred to as the Trust)

2 PURPOSES

The purposes for which the Trust is established are

- (a) To work towards the relief of poverty in the Kaiti Gisborne community,
- (b) To develop and implement projects which will improve the social wellbeing of the Kaiti community, and
- (c) To promote any other purposes of benefit to the Kaiti Gisborne community at all times

3 REGISTERED OFFICE

- (a) The Registered Office of the Trust shall be at

1 Montrose St,
Kaiti,
Gisborne

- (b) Or any such place as shall be from time to time determined

4 INDEMNITIES

- (a) The Trustees and other officers if any shall be indemnified by the Trust from and against all losses and expenses properly incurred by them as a Trustee in or about the discharge of their respective duties

5 PECUNIARY GAIN CLAUSES

- (a) No Trustee shall receive or obtain any pecuniary gain, except Trustees remuneration, which shall be limited to reasonable rates only in all cases where expenses are incurred on and behalf of the Trust
- (b) Funds, income, benefit or advantage of the Trust from whatever source derived shall be applied to advance the charitable objects of the Trust
- (c) The provision and effect of pecuniary gain clauses in this constitution shall not be removed and must be included in any replacement constitution
- (d) Trustees of the organisation or any person associated with the Trust shall not participate in or materially influence any decision made by the organisation in respect of payments to or on behalf of that Trustee or associated person of any income, advantage, benefit whatsoever

6 EDUCATION, EMPLOYMENT AND TRAINING

- (a) The Trust shall engage, as appropriate, in the responsibilities of employing and cessation of employment of employees, consultants and volunteers as required, to carry out the objectives of the Trust,
- (b) The Trust shall abide by protocols of tikanga and kawa (customs & practices), and by the Employment Relations Act 2000 for the safety and protection of both employer (Trust) and employee,
- (c) The Trust undertakes to act as good employers in respect of the employee, providing fair and proper treatment in all aspects of the employment,

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- (d) The Trust will provide employment contracts for all employees and such like binding documents for volunteers, who are actively involved with the functions and objectives of the Trust, and
- (e) The Trust shall provide appropriate education and training for all Trustees and employees and volunteers to ensure the functions and objectives of the Trust are effectively carried out

7 RIGHTS & OBLIGATIONS OF TRUSTEES

- (a) Every Trustee has the right
 - I To use and enjoy the facilities of the Trust,
 - II To attend (and receive notice of) meetings of the Trust,
 - III To participate in all activities of the Trust,
 - IV To seek nomination for and be re-elected,
 - V To vote at meetings of the Trust
- (b) Trustees are obliged
 - I To observe the constitution of the Trust,
 - II To keep and maintain accurate and proper books of account, with regards to all trust dealings and/or transactions
 - III To protect and look after the Trust's assets, and
 - IV To respect the rights of the Kaiti Gisborne community
- (c) Trustees will number at least (6) persons but no more than (8)
- (d) Subject to clause 7(c) and in the event of cessation of trusteeship noted in 9 (a) of this constitution, Trustees shall have the power to appoint additional Trustees at any meeting of the Trust
- (e) Trustees shall elect by ballot a Chairperson at their annual general meeting S/he shall hold office up to the next annual general meeting of the Trust S/he may make himself available for re-election if they so wish

8 PROCEEDINGS OF TRUST

- (a) The Trust may meet together for the transaction of business, adjourn and otherwise regulate their meetings, as they think fit
- (b) The Chairperson or any two trustees may summon an extraordinary meeting of the Trust
- (c) The quorum for Trust meetings shall be four (4) Trustees personally present
- (d) The quorum shall be present throughout the meeting in order to constitute a properly attended meeting
- (e) A disinterested quorum shall be acceptable in order to constitute a properly attended meeting
- (f) Trustees shall each have one vote except that in the event of there being an equality of votes at any meeting, the Chairperson shall carry the casting vote
- (g) A simple majority shall carry a motion
- (h) Voting shall be by show of hands, voice or ballot or however the Executive may deem fit
- (i) Only a Trustee personally present may exercise their right to vote

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- (j) A Trustee shall not vote in respect of any contract, dealing or initiatives, be it speculative or proposed, in which that Trustee holds an active interest in, whether that interest is financial, representational or supportive in nature
- (k) No Trustee or any officer or auditor of the Trust shall be liable for the acts or defaults of any other Trustee, or any other officer or for any loss or expense incurred by the Trust, unless the same occurred from his or her own willful fault

9 CESSATION OF TRUSTEESHIP

- (a) Cessation of Trusteeship occurs when
 - I A Trustee resigns by giving written notice to the Chairperson,
 - II A Trustee dies, or,
 - III Any Trustee, has been guilty of conduct that makes it desirable that the Trustee(s) concerned have their trusteeship revoked The Trust may resolve at a general meeting to revoke that trusteeship providing that the individual concerned receives at least twenty-eight (28) days' notice of the proposed expulsion and is given the opportunity to be heard on the proposed expulsion
- (b) In the event that cessation of trusteeship occurs pursuant to clause 9 (a) the remaining trustees will appoint a new trustee(s)

10 GENERAL MEETINGS

- (a) The first general meeting shall be held at such time being not less than one (1) month or more than three (3) months after the adoption of this constitution and at such time and place as the Trust may determine
- (b) An Annual General Meeting shall be held not earlier than the first (1st) day of January in each year and no later than the 31st day of March in each year The business of the meeting shall be to submit and receive reports of the last years affairs of the Trust or any associated groups together with the past years transactions and accounts of the Trust made up to the 31st day of March, with the Auditors Report thereon, to collect and receive all nominations to the Trust, elect a Chairperson, appoint an Auditor and transact any other necessary business
- (c) An Auditor who is a member of the New Zealand Society of Accountants (not being a Trustee) shall be reviewed and appointed annually by the Annual General Meeting and shall be paid such remuneration as may be determined by the Trust
- (d) All meetings other than general or the annual general meeting shall be called extraordinary meetings Extraordinary general meetings of the Trust may be called at any time by either the Chairperson or at the request of two (2) current Trustees of the Trust
- (e) Notice of all meetings whether general, annual or extraordinary, specifying the object or objects of such meetings shall be posted or delivered to all registered Trustees at least fourteen (14) days prior to the date fixed for the holding thereof
- (f) No business shall be transacted at an extraordinary general meeting except that, which shall be specified in the notice calling the meeting
- (g) At every meeting the Chair shall be taken by the Chairperson if present, or in his/her absence by a Chairperson nominated by those Trustees present at such meetings
- (h) If within thirty (30) minutes from the time appointed for the meeting a quorum of Trustees is not present, the meeting shall be adjourned and a new meeting shall be held within twenty-eight (28) days If at such new meeting a quorum of members is not present

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within thirty (30) minutes from the time appointed for the meeting to begin, those members (not being less than four (4) members), shall constitute a quorum

11 FUNDS & PROPERTY OF THE TRUST

- (a) The Trust shall hold in trust a minimum of \$10 00 as property of Ka Pai Kaiti Charitable Trust
- (b) The Trust shall cause proper accounts to be kept with respect to
 - (i) All sums of money received and expended by the Trust and the manner and respect of which the receipt and expenditure takes place, and
 - (ii) All sales and purchases of real and personal property by the Trust, and
 - (iii) The assets and liabilities of the Trust
- (c) Funds may be derived from donations, koha, gifts, grants, legacies, endowments, insurance, and investments, of any description including share holdings in any other lawful means
- (d) The assets of the Trust shall be vested in the Trust and all funds and property received shall be the property of the Trust
- (e) The surplus funds of the Trust may be invested from time to time in any manner authorised by the Trust and as long as such investment or securities are for the time being authorised by New Zealand law for the investment of Trust funds and the Trust may at any time and from time to time transpose investments
- (f) All proper records of accounts shall be kept at the registered office of the Trust and shall always be open to inspection by any Trustee
- (g) The Trust may open and operate trading and savings accounts with such bank or financial institution as the Trust shall from time to time decide would be in the greater interest of the Trust. Signatures of Trustees shall be required to operate any such account. There must be two Trustee signatories to any Trust account, savings or trading

12 THE COMMON SEAL

- (a) The common seal of the Trust shall be kept in the custody and control of the Trust and shall not be affixed to any document except by order or confirmation of the Trust and in the presence of the Chairperson or any one (1) other trustee who shall affix their signatures to every document sealed and approved

13 ALTERATION OF RULES

- (a) With the exclusion of clause 5(c), this constitution may only be altered
 - (i) If a motion of the proposed alteration has been sent in writing to the Annual General Meeting with 14 days notice to the Chairperson at the registered office of the Trust,
 - (ii) At the Annual General Meeting for this purpose and agreed to by Trustees personally present,
 - (iii) The Registrar of Incorporated Societies must register any alterations to the constitution. Alterations must be in writing, signed or sealed in duplicate by at least three Trustees and delivered to the Registrar, accompanied by a statutory declaration made by a solicitor or at least one Trustee to the effect that the said alteration has been made in accordance with the constitution of the Trust

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 4 Feb 1986
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14 **WINDING UP**

- (a) In the event of the Trust being wound up, the property belonging to the Trust, will be disposed of in accordance with any obligations of the Trust
 - (b) Once debts and liabilities have been discharged any excess funds will go to an organisation with similar charitable objectives
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