



# **PRIDE TARANAKI CHARITABLE TRUST DEED**

Dated: 10 August 2023

## 1. NAME

- 1.1 The name of the Trust is **Pride Taranaki Charitable Trust** (hereafter called 'The Trust').
- 1.2 On 28 August 2019, the initial Trustees of The Trust (being the people listed at 9.1) approved the initial Deed and resolved to incorporate Pride Taranaki as a Trust under the Charitable Trusts Act 1957.
- 1.3 The founding Trustees have agreed to contribute the sum of five dollars each to establish the Trust; and have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and governance.
- 1.4 On 10 August 2023 an amended Trust Deed (This Deed) was approved by the Trustees.
- 1.5 The initial Trustees agreed to contribute the sum of five dollars each to establish the Trust; and agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and governance.

## 2. REGISTERED OFFICE

- 2.1 The Trust's registered office is 5 Wickstead Street, Vogeltown, New Plymouth 4310.

## 3. DEFINED TERMS

- 3.1 In this Deed:
  - 3.1.1 **Annual General Meeting** means The Trust's annual general meeting, which shall be held before 31 July in each calendar year on a date decided by the Trustees;
  - 3.1.2 **Board Meeting** means a meeting of the trustees in accordance with Clause 9.4.
  - 3.1.3 **Financial Statement** is defined in Clause 11.4;
  - 3.1.4 **Rainbow Communities** includes people identifying as gay, lesbian, bisexual, transgender, takataapui, whakawahine, intersex, fa'afafine, mahu, vakaselewalewa, fa'afafine, akava'ine, fakaleiti, palopa, kathoey, hijra, baklâ, queer and questioning; and their whanau, family, and friends;
  - 3.1.5 **Trustees** means a Trustee appointed in accordance with Clause 8.
- 3.2 Where the singular is used, plural forms of the noun are also inferred; and



- 3.3 The Trustees shall decide all other rules and other governance matters not expressly covered by this Deed.

#### 4. TREATY OF WAITANGI

- 4.1 The Trust is committed to honouring Te Tiriti o Waitangi by collaboration and strengthening partnerships with whānau, hapū, rūnanga and iwi, as well as Māori exercising those rights and responsibilities in areas where The Trust is active.
- 4.2 The Trust is committed to full engagement with and participation of Tangata whenua and tauwi (non- Māori).

#### 5. CHARITABLE PURPOSES OF THE ORGANISATION

- 5.1 The Trust has been established and is to be maintained for the following charitable purposes:
- 5.1.1 **Support Rainbow Communities:** provide members of the Rainbow Communities with the opportunity to participate in events and activities in an environment which recognises their particular needs including mental health and youth specifics, in particular by providing the opportunity for members of the Rainbow Communities to celebrate and be proud of who they are in an open and inclusive environment;
  - 5.1.2 **Support Wider Communities:** foster wider community recognition and respect for the Rainbow Communities and promote social inclusion by developing the mana and standing of the Rainbow Communities within the wider community, giving a voice to members of the Rainbow Communities that are fighting for respect and equality and championing the elimination of discrimination of the Rainbow Communities;
  - 5.1.3 **Showcase Diversity:** provide a platform to showcase and promote the creativity, storytelling and talent of the Rainbow Communities with a view to sharing their struggles and challenges and bringing the Rainbow communities and wider communities together in a positive environment to foster growth, diversity and inclusion;
  - 5.1.4 **Capability and Capacity Building:** fostering excellence, building capability and encouraging understanding within and between the Rainbow Communities to build strong communities that recognise and support intersectional identities; and
  - 5.1.5 **Promoting Equality:** where any sector or group of the Rainbow Communities is considered by the Trustees to be unequal or discriminated against, actively advocate for and support, such a

group or individuals in ways that will facilitate positive change.

5.2 Without derogating from the charitable purposes set out in clause 5.1 above, in pursuing The Trust's purpose, the Trustees shall at all times endeavour to uphold the following principles:

5.2.1 **Rainbow Diversity:** recognise and respect the diversity of the Rainbow Communities;

5.2.2 **Cultural Diversity:** recognise and respect the bicultural heritage of Aotearoa/New Zealand and its current cultural diversity;

5.2.3 **Equality:** promote and act in accordance with individual's rights not to be discriminated against, in particular based on their sexual orientation or gender identity; and

5.2.4 **Professionalism:** act with professionalism and integrity and in a manner that maintains and enhances the mana and standing of the Rainbow communities and The Trust.

5.3 The Trust is fully committed to engaging and supporting all culturally diverse communities in all aspects governed by the Trust.

## 6. OBJECTIVES

6.1 The Trust's objectives as a non-profit organisation are to:

6.1.1 Form partnerships with other organisations that share similar values, aims and objectives to the Trust;

6.1.2 Further the prospects of the Rainbow Communities by advocating for their equality; and

6.1.3 Do anything necessary or helpful to further the above objectives.

## 7. POWERS

7.1 The Trust has the powers of an individual and acts accordingly through its Trustees. The Trust may act or refrain from acting, or exercise any rights or powers to achieve its objectives, including the following:

7.1.1 Enter into contracts or other partnerships that are beneficial to The Trust's purpose, aims or objectives, including for paid services or employment (provided the amount paid is reasonable and proportionate to the work done, and advances the Trust's charitable purposes);

7.1.2 Acquire, hold, deal with and dispose of property;



- 7.1.3 Charge for services and facilities;
  - 7.1.4 Generate a profit and retain that money to further The Trust's objectives;
  - 7.1.5 Employ or contract people to assist The Trust to achieve its objectives;
  - 7.1.6 Issue or defend any legal proceeding;
  - 7.1.7 Invest money;
  - 7.1.8 Borrow money and provide security for that money; and
  - 7.1.9 Any other act or omission considered necessary or incidental by The Trustees to enable The Trust to achieve its objectives.
- 7.2 The Trust may spend or invest money or dispose of property if:
- 7.2.1 It accords with the Trust's objectives; and
  - 7.2.2 The expenditure, investment or disposal has been approved by the Trustees.

## **8. TRUSTEES**

- 8.1 The Trustees of the Trust are:
- 8.1.1 A Trustee appointed or elected in accordance with this Deed. The number of Trustees is limited to no fewer than three and not more than seven at any one time.
  - 8.1.2 A person must be 16 years of age or older to become a Trustee.
  - 8.1.3 The Trustees who establish this Trust shall be the first Trustees of the Pride Taranaki Board.
  - 8.1.4 Any potential Trustee shall complete an application form, in a form prescribed by the Trustees, and shall be subject to any checks determined by the Trustees, including a reference check, credit check and police check, prior to acceptance as a Trustee.
  - 8.1.5 When a conflict of interest exists for a Trustee, that Trustee must declare the nature of the conflict or the potential conflict. The Trustee must not take part in deliberations or proceedings including decision-making in relation to the conflict of interest. The Trustee must not be counted in the quorum required for decision-making on

the matter for which they have the conflict of interest.

- 8.1.6 All current Trustees shall vote to appoint new Trustees. A person is appointed as a Trustee if 75% or more of all current Trustees vote in support of that person's appointment.

8.2 A person will cease to be a Trustee if:

- 8.2.1 They retire as a Trustee by giving two months' prior written notice to the Trustees. That person's Trusteeship ceases two months after they give written notice of retirement to the Trustees; or
- 8.2.2 They do not attend three consecutive Board Meetings without prior approval of the Trustees. That person's Trusteeship ceases when the Trustees provide them with written notice that their Trusteeship has ceased; or
- 8.2.3 They act in a way that is objectionable to the Trust in its sole opinion, and all other Trustees unanimously resolve to revoke that person's appointment as Trustee. That person's Trusteeship ceases when the other Trustees make a unanimous resolution to revoke that person's Trusteeship. The Trustees' decision is a final decision.

8.3 An outgoing Trustee will deliver all Trust property and documents within their possession to the Trustees within two weeks of the cessation of their Trusteeship.

8.4 All changes in Trustees will be recorded by Deed.

## **9. TRUSTEE GOVERNANCE**

9.1 The Trustees act unanimously and:

- 9.1.1 Governs The Trust and acts on its behalf to achieve The Trust's objectives;
- 9.1.2 Exercises all powers and rights of The Trust;
- 9.1.3 Controls and manages The Trust's administration of its affairs, its property, and funds;
- 9.1.4 Governs all matters relating to The Trust which are not expressly covered by this Deed; and
- 9.1.5 May make decisions by a bare majority, subject to this Deed.

9.2 The Trustees shall appoint certain Trustees to be:



- 9.2.1 Chair, or Co-Chairs in the case of a joint role;
  - 9.2.2 Secretary; and
  - 9.2.3 Treasurer.
- 9.3 As at the date of registration, the office holders are the Trustees identified in existing Deeds until removed or replaced in accordance with this Deed.
- 9.4 Board Meetings:
  - 9.4.1 The Trustees will meet at least six times each calendar year.
  - 9.4.2 The quorum for a Board Meeting is more than 50% of all current Trustees.
  - 9.4.3 Trustees present at a Board Meeting may vote at that Board Meeting unless the Trustees permit votes by proxy.
- 9.5 Minutes:
  - 9.5.1 The Secretary shall record Board Meeting minutes in writing.
  - 9.5.2 The Chair or Co-Chairs (jointly or severally) shall sign the Board Meeting minutes once they are read and confirmed.
  - 9.5.3 Every set of signed Board Meeting minutes shall be prima facie evidence of the facts contained within.

## **10. INDEMNITY**

- 10.1 The Trustees are indemnified against all costs, liabilities, claims, demands, damages, penalties and expenses whatsoever incurred by the Trustee in the exercise or attempted exercise of the Trust's powers and discretions vested in the Trustee by law and in respect of any matter or thing done or omitted to be done in any way relating to the Trust and its eventual retirement as Trustee, unless those costs, liabilities, claims, demands, damages, penalties or expenses are due to a breach of trust arising from the Trustee's own dishonesty, willful misconduct or gross negligence.
- 10.2 This indemnity shall bind the current Trustees and their respective successors.

## **11. ANNUAL GENERAL MEETING**

- 11.1 Date of Annual General Meeting:



- 11.1.1 The Trust's Annual General Meeting shall be held before 31 July in each calendar year on a date decided by the Trustees.
- 11.1.2 The Secretary shall inform all Trustees by email of the Annual General Meeting date, place and time at least 14 days before the Annual General Meeting. If a Trustee does not have access to email, the Secretary must inform that Trustee by any other method of express communication.
- 11.1.3 Members of the public may be invited to attend the Annual General Meeting should the Trustees feel the public's input is required and appropriate.
- 11.2 The business at an Annual General Meeting shall be:
  - 11.2.1 Receiving the minutes of the previous year's Annual General Meeting.
  - 11.2.2 The Chair/Co-Chairs' report on Pride Taranaki's business;
  - 11.2.3 The Treasurer's report on Pride Taranaki's finances and its Financial Statement for that year; and
  - 11.2.4 General business.

## **12. BANK ACCOUNTS AND FINANCIAL RECORDS**

- 12.1 The Trust's funds must be kept in a bank account or bank accounts in the name of the Trust.
- 12.2 All amounts must be deposited into The Trust's bank account as soon as practicable after receipt.
- 12.3 The Trustees must keep accurate written records and accounts, showing full and accurate particulars of The Trust's financial affairs.
- 12.4 The Treasurer must, as soon as practicable after the end of each financial year, ensure a written statement is prepared (Financial Statement) containing the following particulars:
  - 12.4.1 The Trust's income and expenditure during the last financial year;
  - 12.4.2 The Trust's assets and liabilities at the end of that financial year; and
  - 12.4.3 All mortgages, charges and securities over any property held by The Trust at the end of that financial year.





- 12.5 The financial year end for the purposes of the Financial Statement is 30 June of each calendar year.
- 12.6 The Financial Statement must be approved by the Trustees.
- 12.7 The Treasurer must submit the Financial Statement to the Registrar of Incorporated Societies by the Registrar's deadline date if required to by law (i.e. if above the annual gross income is over \$10,000).
- 12.8 The Financial Statement must be accompanied by a certificate signed by the Treasurer confirming that the Financial Statement has been approved by the Trustees.
- 12.9 The Trustees may arrange for the accounts of the Trust for the financial year to be audited by an approved accountant appointed for that purpose.

### **13. COMMON SEAL & EXECUTING CONTRACTS**

- 13.1 The Trustees shall obtain a common seal for The Trust. The common seal may be replaced from time to time.
- 13.2 The Chair (or one of the Co-Chairs) or Secretary shall hold the common seal.
- 13.3 The common seal shall only be used by the authority of the Trustees.
- 13.4 Every document to which the common seal is affixed shall be signed by the Chair/ Co-Chairs (one person only) and countersigned by another Trustee.
- 13.5 Every binding contract or deed entered into by The Trust must be signed by the Chair/Co Chairs (one person only), countersigned by another Trustee and affixed with the common seal.

### **14. ALTERING THE RULES**

- 14.1 The Trustees may alter this Deed by a 75% majority vote at a Board Meeting.
- 14.2 Any alteration of this Deed must be:
- 14.2.1 Submitted by the Secretary to the Registrar of Incorporated Societies in writing;
  - 14.2.2 Signed by 75% of the Trustees; and
  - 14.2.3 Accompanied by a certificate of the Secretary certifying that the alteration of this Deed has been made in accordance with the Deed.



- 14.3 Any alteration takes effect upon registration of the alteration by the Registrar of Incorporated Societies.
- 14.4 Any alteration or amendment must also be in compliance with the provisions of The Charitable Trusts Act 1957.

## **15. WINDING UP**

- 15.1 If The Trust is wound up or liquidated:
- 15.1.1 Pride Taranaki's debts, costs and liabilities shall be paid in accordance with Schedule 7 of the Companies Act 1993; and
  - 15.1.2 Any surplus money or property shall be disbursed to another entity or entities in the Taranaki region, that serve the Rainbow Community at the Trustees' sole discretion. No distribution may be made to any Trustee in their personal capacity.