

**Amendments to Trust Deed
Agreed at Annual General Meeting, 28 October 2011**

Amendments are underlined and highlighted

**DEED OF
TE OHAAKII A HINE – NATIONAL NETWORK
ENDING SEXUAL VIOLENCE TOGETHER
CHARITABLE TRUST**

1.1 INGOA - NAME

The name of the Charitable Trust will be Te Ohaakii a Hine-National Network Ending Sexual Violence Together Trust; in this constitution called 'the Trust'.

1.2 WAAHI MAHI – OFFICES

The offices of the Trust shall be Te Ohaakii a Hine – National Network Ending Sexual Violence Together Trust, Floor 6, Education House, 178-182 Willis Street, Wellington.

2. NGĀ MĀTĀPONO - PRINCIPLES OF THE TRUST

2.1 The Treaty Relationship

(a) The Trust recognises Māori as Tangata Whenua o Aotearoa and further recognises Te Tiriti o Waitangi as the foundational agreement establishing an equitable and equal relationship between Māori and Tauīwi

(b) The members of the Trust commit to work together within an equitable and equal Treaty relationship to uphold the Principles of the Trust and to advance its objects.

2.2 Commitment To Create And Maintain A Community Free Of Sexual Violence.

The Trust is committed to creating and maintaining a community in which sexual violence does not happen.

3. NGĀ WHĀINGA - OBJECTS OF THE TRUST

The objects of the Trust will be to assist, facilitate, and promote the work of appropriate agencies, organisations, and individuals working for, and committed to creating and maintaining a community in which sexual violence does not happen.

In particular the objects of the Trust will be to assist, facilitate, and promote the work of Te Ohaaki a Hine-National Network Ending Sexual Violence Together in order that it might properly pursue its declared commitment to creating and maintaining a community in which sexual violence does not happen.

The Trust therefore will

3.1 Advocate on behalf of agencies, organisations, and individuals working for, and committed to creating and maintaining, a community in which sexual violence does not happen.

3.2 Seek support, financial or otherwise, to uphold the Principles of the Trust and to carry out other activities that are consistent with them.

4. NGĀ TAKETAKE - POWERS OF THE TRUST

The Trust will have the following powers:

4.1 To apply for, acquire, and seek such funds, disbursements, grants, and contractual arrangements which will enable it to uphold the Principles of the Trust and to advance its objects.

4.2 To disburse and use its funds as the Trustees think necessary and proper to uphold the Principles of the Trust and advance its objects.

4.3 To purchase, take on, lease or in exchange or hire or otherwise, any real or personal property which the Trustees think necessary to uphold the Principles of the Trust and advance its objects.

4.4 To do all things as may from time to time be necessary or desirable to give effect to and attain the objects of the Trust.

5. HUANGA - BENEFICIARIES OF THE TRUST

5.1 Beneficiaries of the Trust shall be Nga Kaitiaki Mauri o Te Ohaakii a Hine – National Network Ending Sexual Violence Together and Te Ohaakii a Hine – National Network Ending Sexual Violence Together – Taiwi Caucus Incorporated which together constitute Te Ohaaki a Hine-National Network Ending Sexual Violence Together (TOAH-NNEST).

5.2 Beneficiaries of the Trust may also include at the discretion of the Trustees such other agencies, organisations, and individuals that work for, and are committed to, creating and maintaining community in which sexual violence does not happen.

5.3 A register of beneficiaries will be maintained by the Secretary in accordance with the provisions of the Charities Act.

5.4 Any beneficiary may cease participation by giving oral or written notice to the Secretary. The Secretary will maintain a record of any such cessation.

5.5 The Trustees can decline benefit if any beneficiary acts in ways that are contrary to the Principles of the Trust and the values inherent in a commitment to creating and maintaining a community in which sexual violence does not happen.

5.6 If the Trustees consider that there are sufficient grounds for a cancellation of benefit the beneficiary shall be informed in writing and invited to attend such mediation or restorative procedures as are outlined in Article 16 of this Deed.

6. HUI WHĀNUI - GENERAL MEETINGS

“General Meeting” refers to both the Annual General Meeting and a Special General Meeting, unless otherwise specified.

6.1 The quorum for a General Meeting will be ten (10) members present in person. This will be made up of a minimum of 5 representatives from Pae Takawaenga and 5 from the Executive Committee.

6.2 **General meetings may be held face to face or by teleconference.**

6.3 At least fourteen (14) days written notification of each General Meeting will be given to beneficiaries at the current address for such members.

6.4 Notification of a General Meeting will specify the time, date and place of the meeting. Notification will also include an agenda for the meeting.

6.5 The General Meeting will be chaired by the current chairpersons of the Trustees. In the absence of both or one of the Chairpersons the meeting will elect a person or persons to chair the meeting from among the members present.

6.6 All questions will if possible be decided by consensus.

6.7 The Secretary will keep fair and accurate minutes of the meeting.

7. NGĀ HUI Ā TAU - ANNUAL GENERAL MEETING

7.1 The Annual General Meeting will be held annually between 1 August and 30th October.

7.2 The Annual General Meeting will carry out the following business:

- (a) Receive the minutes of the previous annual general Meeting and of any other general Meeting held since the last Annual General Meeting.
- (b) Receive the Trustees' report on the activities of the Trust over the last year and any proposed priorities for the upcoming year.
- (c) Receive the balance sheet and audited accounts.
- (d) Elect the officers as required under Section 9.1 of this Trust Deed.
- (e) Appoint an auditor of the Trust's accounts.
- (f) Conduct any other business which may properly be brought before the meeting.

8. NGĀ HUI OHORERE - SPECIAL GENERAL MEETINGS

8.1 Special General Meetings may be called by the Trustees or by constituent beneficiaries through a written request delivered to the Secretary.

8.2 Special General Meetings must be held within thirty days of the Trustees' decision or beneficiaries' request.

8.3 A Special Committee meeting will only consider business related to the issues outlined in the Trustees' decision or beneficiaries' request.

9. ROOPU WHAKAHAERE - THE TRUSTEES

9.1 The Roopu Whakahaere will be composed of 2 (two) chairpersons, 2 (two) treasurers, 2 (two) secretaries to give effect to the Deed Principle honouring the Treaty relationship.

9.2 The Chairpersons of the Roopu Whakahaere shall each be appointed by constituent beneficiaries to give effect to the Deed Principle honouring the Treaty relationship.

9.3 The Trustees of the Roopu Whakahaere shall each be appointed by constituent beneficiaries to give effect to the Deed Principle honouring the Treaty relationship.

9.4 The Roopu Whakahaere will have the power to fill any vacancy that may arise, provided that such appointments give effect to the Deed Principle honouring the Treaty relationship.

9.5 All officers and members of the Roopu Whakahaere shall serve a term of as determined by either Pae Takawaenga and Executive Committee whom they represent and may be re-appointed by their constituent beneficiaries to give ongoing effect to the Deed Principle honouring the Treaty relationship.

9.6 The Roopu Whakahaere may meet at such times and for such reasons as it thinks necessary to further the objects of the Trust, and shall meet no less than four times per year.

9.7 The quorum for a meeting of the Roopu Whakahaere will be 4 members, 2 (two) Trustees from each of Pae Takawaenga and Executive Committee.

9.8 Meetings may be held face to face or by teleconference.

9.9 Meetings of the Roopu Whakahaere will follow the meeting procedures outlined in Clause 6.4, 6.5, 6.6 and 6.7 of this Deed.

9.10 The Roopu Whakahaere will at all times be bound by the decisions of the members at General Meetings.

10. KO NGĀ RAWA HEI PAINGA MŌ TE IWI - ACHIEVING TRUST OBJECTIVES

10.1 Any income, advantage or benefit will only be applied to the Objects of the Trust.

10.2 No Trustee shall participate in any decision made by the Trust which may result in pecuniary gain or personal advantage to that Trustee or the organisation which they belong to. A Trustee shall declare the pecuniary interest or personal advantage when the matter is first raised before the Trust or Te Roopu Whakahaere, and such disclosure shall be recorded in the minutes. The Trustee may be present at the meeting or take part in the discussion of a such a matter to the extent (if any) permitted by Te Roopu Whakahaere.

11. TE TURU TAKETAKE - POWER TO DELEGATE

11.1 The Roopu Whakahaere may from time to time appoint any committee and delegate any of its powers and duties to such committee, provided that the delegated committee continues to give structural effect to the Deed Principle honouring the Treaty relationship.

11.2 Any delegated committee will at all times act consistently with the Principles and Objects of the Trust.

11.3. The Roopu Whakahaere may revoke any delegation at such time as it thinks fit.

12. WHAKARITE PŪTEA - TRUST FINANCES

12.1 The financial year for the Trust will be 1 July to 30 June.

12.2 The Treasurer will ensure that fair and true accounts are kept of all money received and expended by the Trust.

12.3 The Roopu Whakahaere will arrange for the accounts of the Trust to be annually audited.

13. TE TOHE TAKETAKE - COMMON SEAL

13.1 The Common Seal of the Trust will be kept in the custody and control of the Secretary.

13.2 When required, the Common Seal will be affixed to any document following a resolution at any meeting, and each document will be signed by the Treasurer and one other person appointed by the Roopu Whakahaere.

14. INIHUATIA - INDEMNITY

14.1 No officer or member of the Roopu Whakahaere shall be liable for the acts or defaults of any other officer or member of the Roopu Whakahaere, or any loss occasioned thereby, unless occasioned by their wilful default or acquiescence.

15. TE WHAKAREREKĒTANGA TURE - ALTERATION OF RULES

The rules of the Trust may be amended at a General Meeting provided that one month's written notice of the intention to change the rules has been sent to all beneficiaries.

16. NGĀ TAKAWAENGA – MEDIATION AND RESTORATIVE PROCEDURES

16.1 Any dispute arising out of or relating to this Deed may be referred to a process of takawaenga for mediation and/or restoration.

16.2 The process shall be administered by a panel consisting of an independent Chairperson acceptable to the parties involved assisted by a representative from each of the parties.

16.3 The parties may submit such material as they think relevant to the panel, in writing or otherwise prior to the agreed date for the first meeting of the parties with the panel.

16.4 The panel may make such decisions or resolution as it thinks appropriate, provided that any findings are consistent with the Principles and Objects of the Trust.

17. TE TUKU TOENGA RAWA - DISPOSITION OF SURPLUS ASSETS

17.1 The Trust may be wound up if it passes a resolution to that effect at a General Meeting.

17.2 Any surplus assets after the payment of all outstanding liabilities will be distributed among any agencies, groups or organisations working for, and committed to creating and maintaining a community in which sexual violence does not happen and this would be done in such a way as to give effect to the Deed Principle honouring the Treaty Relationship.