

**MINUTE EXTRACT FROM THE NON-PUBLIC MINUTES OF THE COUNCIL MEETING HELD ON TUESDAY,  
30 AUGUST 2022**

**C7 NEW ZEALAND MASTERS GAMES - MANA WHENUA REPRESENTATION**

A report from Community and Planning Dunedin sought Council approval of Ms Katrina Bryant as the mana whenua appointment to the Trust Board.

The Chief Executive Officer (Sandy Graham) spoke to the report and responded to questions.

Moved (Cr Mike Lord/Cr Doug Hall):

That the Council:

**Approves** the appointment of Ms Katrina Bryant as Trustee on the Dunedin (New Zealand) Masters Games Trust.

**Motion carried (CNL/2022/058)**

## **NEW ZEALAND MASTERS GAMES - MANA WHENUA REPRESENTATION**

Department: Community and Planning

### **REASONS FOR CONFIDENTIALITY**

|          |                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grounds: | S48(1)(a) - The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7. |
| Reason:  | S7(2)(a) - The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.                                         |

### **EXECUTIVE SUMMARY**

- 1 The Dunedin (New Zealand) Masters Games wishes to gain approval from Council of a mana whenua appointment to the Trust Board
- 2 Ms Katrina Bryant will represent both Kāti Huirapa Runaka ki Puketeraki and Te Rūnanga o Ōtākou on the Dunedin (New Zealand) Masters Games Trust.

### **RECOMMENDATIONS**

That the Council:

- a) **Approves** the appointment of Ms Katrina Bryant as Trustee on the Dunedin (New Zealand) Masters Games Trust.

### **BACKGROUND**

- 3 The New Zealand Masters Games is owned by New Zealand Masters Games Limited, and the Dunedin City Council is one of two franchisees.
- 4 The Dunedin City Council has delegated the management and co-ordination of the biennial Dunedin Masters Games to the Dunedin (New Zealand) Masters Games Trust (the Trust).
- 5 The Trust is committed to developing a relationship with mana whenua and meeting any obligations under the Treaty of Waitangi.
- 6 Under clause 6.3 of the Trust Deed the appointment (or removal) of Trustees requires a formal resolution of Council, or by Deed of Appointment. The Trust Deed is attached as Attachment A for Council's information.

## DISCUSSION

- 7 The Trust sent letters to both Kāti Huirapa Runaka ki Puketeraki and Te Rūnanga o Ōtākou asking for representation on the Trust board.
- 8 Kāti Huirapa responded and advised after discussion with Te Rūnanga o Ōtākou, Ms Bryant has agreed to represent both Rūnaka.

## OPTIONS

### Option One – Recommended Option

- 9 The Council approves the appointment of Ms Bryant as Trustee on the Dunedin (New Zealand) Masters Games Board.

#### *Advantages*

- The Trust (and Masters Games) will benefit from Ms Bryant's skills and expertise.

#### *Disadvantages*

- There are no known disadvantages.

### Option Two – Status Quo

- 10 The Council does not approve the appointment of Ms Bryant as Trustee on the Dunedin (New Zealand) Masters Games Board.

#### *Advantages*

- There are no known advantages

#### *Disadvantages*

- The Trust (and Masters Games) will not benefit from Ms Bryant's skills and expertise.

## NEXT STEPS

- 11 If approved, the proposed Trustee will be appointed and take up their role at the next Masters Games trust meeting.

## Signatories

|             |                                                                                                              |
|-------------|--------------------------------------------------------------------------------------------------------------|
| Author:     | Vicki Kestila - Master Games Manager                                                                         |
| Authoriser: | Joy Lanini - Manager Community Development and Events<br>Simon Pickford - General Manager Community Services |

## Attachments

|   | Title                                                                | Page |
|---|----------------------------------------------------------------------|------|
| A | Deed of Charitable Trust - Dunedin (New Zealand) Masters Games Trust |      |



## SUMMARY OF CONSIDERATIONS

### ***Fit with purpose of Local Government***

This decision enables democratic local decision making and action by, and on behalf of communities, and this decision promotes the social well-being of communities in the present and for the future.

### ***Fit with strategic framework***

|                                         | Contributes                         | Detracts                 | Not applicable                      |
|-----------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| Social Wellbeing Strategy               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Economic Development Strategy           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Environment Strategy                    | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Arts and Culture Strategy               | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 Waters Strategy                       | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Spatial Plan                            | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Integrated Transport Strategy           | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Parks and Recreation Strategy           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Other strategic projects/policies/plans | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

The New Zealand Masters Games contributes to three of the Council's defined strategies and the vision Dunedin is one of the world's great small cities. It also fits within the outcomes of the Festivals and Events Plan 2018 – 2023.

### ***Māori Impact Statement***

The appointment of a mana whenua representative will keep the Trust connected with local iwi and provide a path for wider mana whenua input. The Trust are committed to this relationship.

### ***Sustainability***

There are no known implications.

### ***LTP/Annual Plan / Financial Strategy /Infrastructure Strategy***

There are no known implications.

### ***Financial considerations***

There are no known implications.

### ***Significance***

This decision is considered as low in terms of the Council's Significance and Engagement Policy.

### ***Engagement – external***

There was engagement with both Otago Rūnaka; Kāti Huirapa Runaka ki Puketeraki and Te Rūnanga o Ōtākou.

### ***Engagement - internal***

There has been no internal engagement on the decisions set out in this report as the Trust engaged with mana whenua in its own right.

### ***Risks: Legal / Health and Safety etc.***

There are no known risks.

|                                                                                   |
|-----------------------------------------------------------------------------------|
| <b>SUMMARY OF CONSIDERATIONS</b>                                                  |
| <b><i>Conflict of Interest</i></b><br>There are no known conflicts of interest.   |
| <b><i>Community Boards</i></b><br>There are no implications for Community Boards. |

## DEED OF VARIATION OF TRUST DEED

between

Dunedin City Council

and

John Tyson Bezett, Ronald McMillan  
Esplin, Ronald Allan Palenski, Geoffrey  
Philip Plunket, Allan Ronald Mackersy,  
Hamish Lennox Charles Saxton, Sue  
Bidrose and John Peter Brimble

**ANDERSON LLOYD**  
LAWYERS

## **Deed of Variation of Trust Deed**

Date: 2011

### **Parties**

1. **Dunedin City Council ("DCC")**
2. **John Tyson Bezett, Ronald McMillan Esplin, Ronald Allan Palenski, Geoffrey Philip Plunket, Allan Ronald Mackersy, Hamish Lennox Charles Saxton, Sue Bidrose and John Peter Brimble ("Trustees")**

### **Background**

- A. The Dunedin (NZ) Masters Games Trust ("the Trust") was established by a Deed of Trust dated 23 April 2007 and amended by Deed dated July 2007 ("the Trust Deed").
- B. The Trustees are the current Trustees of the Trust, pursuant to a Deed of Appointment and Retirement of Trustees dated September 2011.
- C. Clause 16 of the Trust Deed provides:  

"These rules may be altered, added to, rescinded or otherwise amended by a Resolution passed by a two thirds majority of the Trustees at a general meeting, provided that no such amendment shall:

  - a. Alter or detract from the purposes set out in clause 4 of this Deed; or
  - b. Detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
  - c. Be made to this rule, or to rules 9, 17 or 18, or the proviso to rule 8.1(b), unless it is first approved in writing by the Department of Inland Revenue or such other body within New Zealand having jurisdiction to determine matters of charity.
- D. The Trustees with to amend the Trust Deed, with the consent of the Dunedin City Council, as per the provisions set out in this Deed of Variation on the basis that the amendment complies with clause 16 of the Trust Deed.

### **This Deed Records**

1. That the Trustees confirm the background recitals listed above. The Trustees note that the alterations proposed to clauses 9, 17 and 18 and consequent amendments to clause 16 relate only to the numbering of the Trust Deed, not to the substance of the relevant clauses, so on that basis the Trustees have not sought the prior approval to the amendments as required under clause 16(c).
2. That clauses 6.3 and 6.4 of the Trust Deed be amended and replaced with the following:

#### ***Appointment and Removal of Trustees***

- 6.3 *The power of appointment and removal of new Trustees shall be vested in the Dunedin City Council. The Dunedin City Council shall appoint and remove Trustees in accordance with Council's statutory obligations under Section 57 of the Local Government Act 2002 or any variation of the replacement legislation. The appointment of new Trustees shall be by resolution of the Dunedin City Council or*

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Deed of Variation of Trust Deed

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*by Deed of Appointment and be for such term as the Dunedin City Council may decide.*

3. That the numbering of the Trust Deed be amended as follows:

*Clause 6.5 becomes 6.4, 6.6 becomes 6.5, 6.7 becomes 6.6 and 6.8 becomes 6.7.*

4. That new clauses 6.8, 6.9, 6.10 and 6.11 be added to the Trust Deed as follows:

**6.8** *A Trustee shall cease to hold office if the Trustee:*

- a. Resigns as a Trustee by giving written notice to the Chairperson.*
- b. Dies while holding office as a Trustee.*
- c. Becomes bankrupt or enters into any composition or scheme or arrangement with his or her creditors.*
- d. Is convicted of an indictable offence without right of further appeal.*
- e. Becomes of unsound mind or becomes subject to a personal order or property order under the protection of Personal and Property Rights Act 1988.*
- f. Is removed by the Dunedin City Council.*
- g. Becomes disqualified to be an officer of a charity in accordance with the Charities Act 2005 or any variation or replacement legislation.*
- h. Has been deemed by unanimous vote of the other Trustees that he or she has failed to fulfil his or her duties as a Trustee.*

**6.9** *The Trustees may appoint a Patron or Patrons who may be consulted on Trust matters.*

**6.10** *The Trustees shall record in the Minute Book of the Trust every appointment, reappointment, removal or cessation of office of any Trustee and shall notify the Charities Commission of all changes of Trustees in accordance with the Charities Act 2005.*

**6.11** *In the event that the Trust has a right of appointment of membership on the New Zealand Masters Games Trust Board, the Chairperson of the Trust shall be a member, and one other person being either a Trustee or other person determined by resolution of the Trustees.*

5. That a new clause 9 be added to the Trust Deed as follows:

*Statement of Intent*

**9.1** *The Trust shall complete a draft Statement of Intent at least four months before the balance date in each year (the balance date meaning 30 June or any other date adopted from time to time by the Trustees as the end of the Trust's finance year).*

**9.2** *Each Statement of Intent shall be for the immediately following financial year and shall specify the following information.*

- a. The Purposes.*

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- b. *The nature and scope of the activities to be undertaken.*
  - c. *The accounting policies.*
  - d. *The performance targets and other measures by which the performance of the Trust may be judged in relation to the Purposes.*
  - e. *Such other matters as are agreed by the Trustees.*
  - f. *Such other matters as directed in writing by Dunedin City Council.*
- 9.3 *The Trust shall inform the Dunedin City Council of the Trust's draft Statement of Intent not later than three months before the commencement of the financial year to which it relates.*
- 9.4 *Any comments on the draft Statement of Intent by the Dunedin City Council must be made in writing and must be received by the Trust not later than six weeks before commencement of the financial year to which it relates.*
- 9.5 *The Trust shall:*
  - a. *Consider any comments on the Statement of Intent that are made in light of the charitable Purposes of the Trust; and*
  - b. *Report on the completed Statement of Intent (including response and reasons for the response to comments on the draft) at the Annual General Meeting; and*
  - c. *If directed by Dunedin City Council, modify the Statement of Intent by including or omitting any provision of the kind specified in Schedule 8, clause 9 of the Local Government Act 2002.*
- 9.6 *In the event Dunedin City Council provides funds to the Trust, the Board shall enter into a Service Level Agreement with Dunedin City Council.*
- 6. That clause 13 (now clause 14.1) of the Trust Deed be amended as follows:
  - 14.1 *Time and Place of Meeting*  
*The Annual General Meeting of the Board shall be held not less than fifteen months after the date of its incorporation and thereafter shall be held before the end of October in each year.*
- 7. That the numbering of the Trust Deed be amended as follows:  
  
*Clause 9 in the Trust Deed becomes clause 10, clause 10 becomes clause 11, clause 11 becomes clause 12, clause 12 becomes clause 13, clause 13 becomes clause 14, clause 14 becomes clause 15, clause 15 becomes clause 16, clause 16 becomes clause 17, clause 17 becomes clause 18, clause 18 becomes clause 19.*
- 8. That clause 16(b) (now 17(c)) of the Trust Deed be amended as follows:  
  
*Alteration of Rules*  
  
*17(c) be made to this rule, or to rules 10, 18 or 19 or the proviso to rule 8.1(b), unless it is first approved in writing by the Department of Inland Revenue or such other body within New Zealand having jurisdiction to determine matters of Charity.*

Deed of Variation of Trust Deed

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9. That clause 18 (now 19) of the Trust Deed be amended as follows:

*Resettlement*

*The Trustees may in their absolute and uncontrolled discretion at any time whilst the Trust remains in force settle, by deed, the whole or any portion of the funds of the Trust, upon Trust, provided that such resettlement shall be in favour of only those Trusts whose purposes are entirely charitable, and which contain rules 10, 18 or 19 hereof, or rules of similar effect. Any Trust upon which this Trust is resettled which contains a rule similar in effect to clause 8.1(b) shall also contain the proviso to rule 8.1(b).*

10. A marked up copy of the Trust Deed incorporating the amendments in this Deed of Variation and the Deed of Variation dated July 2007 is attached to this Deed.

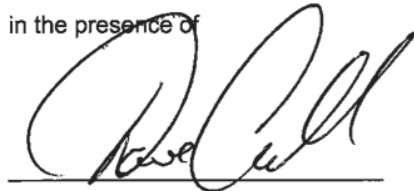
11. Counterparts

This deed may be executed in any number of counterparts (including e-mail and facsimile copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Deed by executing any counterpart.

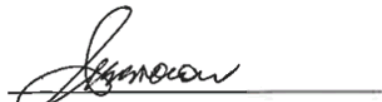
**Executed By**

**THE COMMON SEAL of THE DUNEDIN**  
**CITY COUNCIL** was hereto affixed

in the presence of



Mayor



Councillor

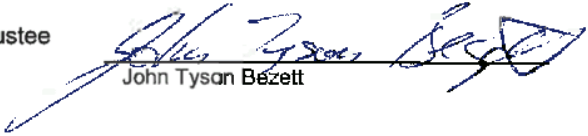


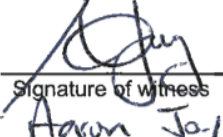


Deed of Variation of Trust Deed

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Signed by **John Tyson Bezett** as Trustee  
in the presence of:

  
John Tyson Bezett

  
Signature of witness

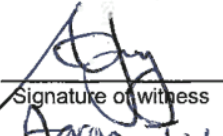
Aaron Joy  
Name of witness

Games Manager  
Occupation

65 Murano Street, Dunedin  
Address

Signed by **Ronald McMillan Esplin** as  
Trustee in the presence of:

  
Ronald McMillan Esplin

  
Signature of witness

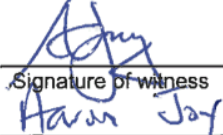
Aaron Joy  
Name of witness

Games Manager  
Occupation

65 Murano Street, Dunedin  
Address

Signed by **Ronald Allan Palenski** as  
Trustee in the presence of:

  
Ronald Allan Palenski

  
Signature of witness

Aaron Joy  
Name of witness

Games Manager  
Occupation

65 Murano St, Dunedin  
Address

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Deed of Variation of Trust Deed

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Signed by **Geoffrey Philip Plunket** as  
Trustee in the presence of:

Geoffrey Philip Plunket

Signature of witness

*Aaron Jay*

Name of witness

*Games Manager*

Occupation

*65 Muraro St, Dunedin*

Address

Signed by **Allan Ronald Mackersy** as  
Trustee in the presence of:

Allan Ronald Mackersy

Signature of witness

*Hamish Selwyn Wilton*

Name of witness

*Solicitor*

Occupation

*Queenstown*

Address

Signed by **Hamish Lennox Charles  
Saxton** as Trustee in the presence of:

Hamish Lennox Charles Saxton

Signature of witness

*Aaron Jay*

Name of witness

*Games Manager*

Occupation:

*65 Muraro Street, Dunedin*

Address

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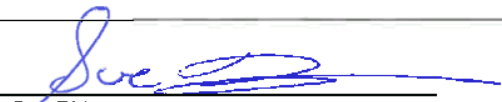




Deed of Variation of Trust Deed

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Signed by **Sue Bidrose** as Trustee in the  
presence of:

  
Sue Bidrose

  
Signature of witness

Aaron Jay  
Name of witness

Games Manager  
Occupation

65 Murano Street, Dunedin  
Address

Signed by **John Peter Brimble** as  
Trustee in the presence of:

  
John Peter Brimble

  
Signature of witness

Aaron Jay  
Name of witness

Games Manager  
Occupation

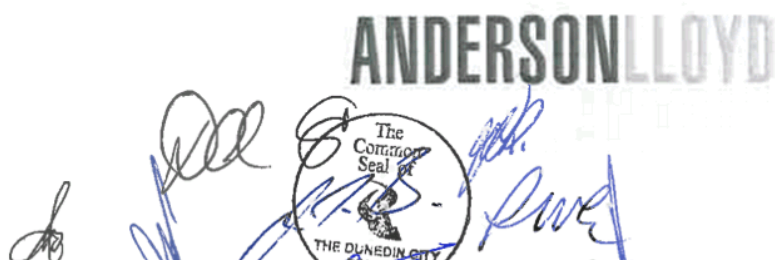
65 Murano Street, Dunedin  
Address

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**Deed of Charitable Trust**  
**- Dunedin (New Zealand) Masters Games Trust**

between  
Dunedin City Council  
and  
John Tyson Bezett  
and  
Ronald McMillan Esplin  
and  
William Robert Acklin  
and  
Ron Allan Palenski  
and  
Geoffrey Phillip Plunket  
and  
Philip James Harland



Date: 2007

## Parties

1. **Dunedin City Council** ("Settlor")
2. **John Tyson Bezett** Jeweller & Watchmaker of Dunedin, **Ronald McMillan Esplin** Vocational Trainer of Dunedin, **Bill Robert Acklin** Entertainer of Dunedin, **Ron Allan Palenski** Chief Executive of Dunedin, **Geoffrey Phillip Plunket** Chief Executive of Dunedin, **Philip James Harland** Chief Executive of Dunedin ("Trustees")

## Background

- A** The parties to this deed wish to establish a Charitable Trust ("The Trust") for the purposes described in clause 4 of this deed.
- B** The parties have agreed to enter into this deed specifying the purposes of the Trust and providing for its control and government.

## Now by this Deed

### 1. Name

The name of the Trust shall be the "Dunedin (New Zealand) Masters Games Trust".

### 2. Acknowledgement of Trust

The parties hereto acknowledge that they stand possessed of the assets of the Trust upon Trust for the purposes described in clause 4 hereof and with the powers contained in this Deed and implied by common law.

### 3. Office

The office of the Trust shall be at The Civic Centre, 50 The Octagon, Dunedin, or such office as the Board of Trustees may determine.

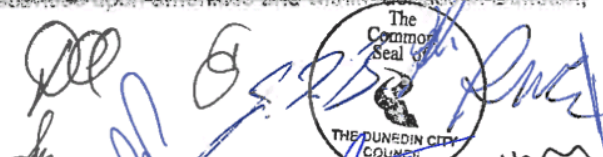
### 4. Purposes

The purposes of the Trust are:

- a. to educate the wider community in the benefit of participating in recreational activities and the health benefits that arise from them;
- b. to promote the awareness of and the opportunity in particular for older members of the community to adopt healthy and active lifestyles by participating in Masters Games events and recreational activities in Dunedin;
- c. to assist with the establishment and conduct of and participation (in particular for older members of the community) in Masters Games events and recreational activities in Dunedin, for the benefit and welfare of the citizens of, and visitors to Dunedin;

~~d. to encourage and assist the hosting and conduct of Masters Games events and recreational activities upon amenities and within facilities in Dunedin;~~

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The image shows several handwritten signatures in blue ink. To the right of the signatures is the official seal of the Dunedin City Council, which is circular and contains the text 'The Common Seal of THE DUNEDIN CITY COUNCIL' around a central emblem.

s.d. to do all such things which are incidental and conducive to the attainment of the charitable objects referred to in this clause.

## 5. Structure of the Trust

- 5.1 The Trust shall be administered by a Board of Trustees ("the Board"), to be known as the Dunedin (New Zealand) Masters Games Trust Board.
- 5.2 The Trustees shall after the execution of the Deed file an Application for Incorporation as a Board under the provisions of the Charitable Trusts Act 1957.

## 6. Trustees of the Board

### 6.1 Number of Board

The Board shall consist of not less than three (3) Trustees nor more than ten (10) Trustees.

### 6.2 First Trusteeship of Board

The signatories to this deed shall be the first Board.

### 6.3 ~~Vacancies~~ Appointment and Removal of Trustees

The power of appointment and removal of new Trustees shall be vested in the Dunedin City Council. The Dunedin City Council shall appoint and remove Trustees in accordance with Council's statutory obligations under Section 57 of the Local Government Act 2002 or any variation or replacement legislation. The appointment of new Trustees shall be by resolution of the Dunedin City Council or by Deed of Appointment and be for such terms as the Dunedin City Council may decide.

~~Subject to Rule 6.1, the Dunedin City Council shall have the power to co-opt further Trustees onto the Board and to replace any Trustee who for any reason is unable to continue as a Trustee. The appointment of new Trustees shall be by memorandum under the hand of the Dunedin City Council or by deed of appointment and be for such term as the Dunedin City Council may decide.~~

### ~~6.4 Termination of Membership of the Board~~

~~The Dunedin City Council by a motion decided by a majority of votes may terminate a Trustee's membership of the Board if it believes that such action is in the best interest of the Trust.~~

### ~~6.5~~ 6.4 Retirement of Board

Any Trustee of the Board may retire from the Board by giving one months notice and sending same to the office of the Trust.

### ~~6.6~~ 6.5 Rotation of Trustees

On each second anniversary of the execution of this Deed, at least one third of the Trustees (or such proportion of trustees as is as close to one third as the number of Trustees allow – eg. one quarter if four trustees, one fifth if five trustees and so on) shall retire by rotation but shall remain eligible for re-appointment.

### ~~6.7~~ 6.6 Advisory Trustees

The Dunedin City Council shall have the power to appoint and remove advisory trustees at any time pursuant to section 49 of the Trustees Act 1956. Subject to anything to the contrary contained within section 49 of the Trustees Act 1956, any appointment of an advisory trustee shall be on such terms and conditions as the Dunedin City Council in consultation with the Board sees fit.

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#### 6.8.7 Custodian Trustees

The Dunedin City Council shall have the power to appoint and remove a custodian trustee at any time pursuant to **section 50** of the Trustees Act 1956. Subject to anything to the contrary contained within section 50 of the Trustees Act 1956, any appointment of a custodian trustee shall be on such terms and conditions as the Dunedin City Council in consultation with the Board sees fit.

#### 6.8 A Trustee shall cease to hold office if the Trustee:

- a. Resigns as a Trustee by giving written notice to the Chairperson.
- b. Dies while holding office as a Trustee.
- c. Becomes bankrupt or enters into any composition or scheme or arrangement with his or her creditors
- d. Is convicted of an indictable offence without right of further appeal.
- e. Becomes of unsound mind or becomes subject to a personal order or property order under the protection of Personal and Property Rights Act 1988.
- f. Is removed by the Dunedin City Council.
- g. Becomes disqualified to be an officer of a charity in accordance with the Charities Act 2005 or any variation or replacement legislation.
- h. Has been deemed by unanimous vote of the other Trustees that he or she has failed to fulfil his or her duties as a Trustee.

6.9 The Trustees may appoint a Patron or Patrons who may be consulted on Trust matters, and by this Deed acknowledge the appointment of Ron Palenski as a Patron.

6.10 The Trustees shall record in the Minute Book of the Trust every appointment, reappointment, removal or cessation of office of any Trustee and shall notify the Charities Commission of all changes of Trustees in accordance with the Charities Act 2005.

6.11 In the event that the Trust has a right of appointment of membership on the New Zealand Masters Games Trust Board, the Chairperson of the Trust shall be a member, and one other person being either a Trustee or other person determined by resolution of the Trustees.

## **7. Proceedings of the Board**

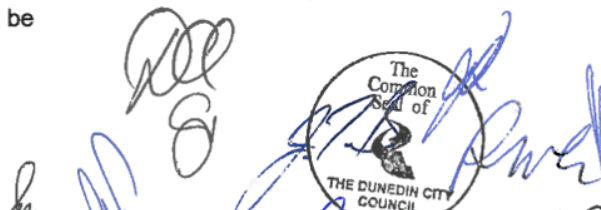
### **7.1 Meetings**

The Board shall meet at such times and places as it determines.

### **7.2 Chairperson**

The Board shall, at its annual meeting, appoint a Chairperson who shall preside at all meetings of the Board at which she or he is present. In the absence of the Chairperson from any meeting the Trustees present shall appoint one of their number to preside at that meeting. The first Chairperson of the Board shall be

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### 7.3 Quorum

At any meeting of the Board at least half of the Trustees shall form a quorum if the number of Trustees is even and a majority of Trustees if the number of Trustees is uneven and no business shall be transacted unless a quorum is present, provided however that if there are no more than three Trustees appointed to the Board at any time, than all three Trustees shall be present in order for there to be a forum.

### 7.4 Voting

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. Each Trustee of the Board present shall be entitled to exercise one vote. The Chairperson of the meeting shall have a deliberative vote and, in the event of an equality of votes, a casting vote also.

### 7.5 Minutes

The Board shall appoint a Secretary (who may or may not be a Trustee), who shall keep minutes of all Board meetings which shall be available for inspection by any of the Trustees at all reasonable times.

## 8. Powers

### 8.1 General and Specific Powers

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

- a. to use the funds of the Trust as the Board thinks necessary or proper in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient; and
- b. to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Board thinks necessary or expedient for the purpose of attaining the objects of the Trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- c. to carry on any business; and
- d. to invest surplus funds in any way permitted by law for the investment of Trust funds and upon such terms as the Board thinks fit; and
- e. to borrow or raise money from time to time with or without security and upon such terms as to priority and otherwise as the Board thinks fit; and
- f. to do all things as may from time to time appear expedient or desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust including, but without limitation, receiving, considering and deciding upon applications for funding of activities which promote the purposes of the Trust, in accordance with the criteria adopted by the Board for that purpose.

Provided however that the Trustees shall ensure that in exercising the powers granted pursuant to clause 8.1(b), the Trustees comply with the provisions of section 61A of the Charitable Trusts Act 1957.

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## 8.2 Employment

Under rule 8.1(a) the Board may employ as agents, officers and staff persons who are members of the Board.

## 8.3 Trustees Indemnity Except for Fraud

No Trustee shall be liable for:

- a. any loss not attributable to dishonesty of the Trustee or to the wilful commission by the Trustee of an act known to the Trustee to be a breach of Trust; or
- b. the neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment adviser or other agent employed in good faith by the Trustee; or
- c. any claim made against the Trustee by any beneficiary or any creditor or any other person having any claim against the Trust Fund which cannot be satisfied because of any resettlement or other distribution of any or all of the Trust Fund; or
- d. any loss resulting from any investment made by the Trustees at arms length and in good faith.

## 8.4 Insurance

The Board may effect insurance for the Trustees and will meet all costs associated with such insurance.

## 9. Statement of Intent

9.1 The Trust shall complete a draft Statement of Intent at least four months before the balance date in each year (the balance date meaning 30 June or any other date adopted from time to time by the Trustees as the end of the Trust's finance year).

9.2 Each Statement of Intent shall be for the immediately following financial year and shall specify the following information:

- a. The Purposes.
- b. The nature and scope of the activities to be undertaken.
- c. The accounting policies.
- d. The performance targets and other measures by which the performance of the Trust may be judged in relation to the Purposes.
- e. Such other matters as are agreed by the Trustees.
- f. Such other matters as directed in writing by Dunedin City Council.

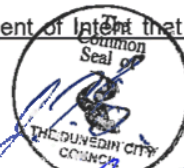
9.3 The Trust shall inform the Dunedin City Council of the Trust's draft Statement of Intent not later than three months before the commencement of the financial year to which it relates.

9.4 Any comments on the draft Statement of Intent by the Dunedin City Council must be made in writing and must be received by the Trust not later than six weeks before commencement of the financial year to which it relates.

9.5 The Trust shall:

- a. Consider any comments on the Statement of Intent that are made in light of the charitable Purposes of the Trust; and

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b. Report on the completed Statement of Intent (including response and reasons for the response to comments on the draft) at the Annual General Meeting; and

c. If directed by Dunedin City Council, modify the Statement of Intent by including or omitting any provision of the kind specified in Schedule 8, clause 9 of the Local Government Act 2002.

9.6 In the event Dunedin City Council provides funds to the Trust, the Board shall enter into a Service Level Agreement with Dunedin City Council.

#### **9.10. Income, Benefit or Advantage to be applied to Charitable Purposes**

##### **9.10.1 Application**

Any income, capital, benefit or advantage shall be applied to the charitable purposes of the Trust.

##### **9.10.2 Influence**

No Trustee or person associated with a Trustee of the Trust shall derive any income, benefit or advantage from the Trust where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from:

- a. services to the Trust rendered in the course of business charged at no greater rate than current market rates; or
- b. interest on money lent at no greater rate than current market rates.

#### **9.11. Accounts**

##### **9.11.1 True and Fair Accounts**

The Board shall keep true and fair accounts of all money received and expended.

##### **9.11.2 Audit**

The Board shall as soon as practicable after the end of every financial year of the Board, and if determined by a majority of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed by the Board for that purpose and the Board shall present the audited accounts to the annual general meeting of the Trust together with an estimate of income and expenditure for the current year.

#### **9.12. Power to Delegate**

##### **9.12.1 Power to Delegate**

The Board may from time to time appoint any committee and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

##### **9.12.2 Delegate Bound**

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the Trust.

##### **9.12.3 Delegation Revocable**

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Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

**14.12.4 Delegate need not be Trustee**

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

**14.13. Common seal**

The Board shall have a Common Seal which shall be kept in the custody of the Chairperson, or such other person as shall be appointed by the Board and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of and accompanied by the signature of two trustees of the Board.

**14.14. Annual General Meeting**

**14.14.1 Time and Place of Meeting**

The annual general meeting of the Board shall be held not less than fifteen months after the date of its incorporation and thereafter shall be held before the end of ~~June~~ October in each year.

**14.14.2 Business of Meeting**

The annual general meeting shall carry out the following business:

- a. Receive the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting; and
- b. Receive the Trust's statement of accounts for the preceding year and an estimate of income and expenditure for the current year; and
- c. ~~Receive~~ reports from the Board and its committees; and
- d. Adopt a draft Statement of Intent for submission to the Dunedin City Council by 1 February each year.
- e. Consider and decide any other matter which may properly be brought before the meeting.

**14.15. Special General Meeting**

**14.15.1 Chairperson may call Meeting**

A special general meeting of the board shall be called by the Chairperson on receipt of a request in writing for such a meeting stating the reason for having the meeting and signed by not less than 2 Trustees of the Board.

**14.15.2 Notice of Meeting**

The prescribed notice calling a special general meeting shall state in general terms the business for which the meeting is called and at that meeting only the business so stated shall be discussed.

**14.16. Procedure for General Meeting**

**14.16.1 Definition**

In these rules the term "general meeting" includes both an annual general meeting and a special general meeting.

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The image shows several handwritten signatures in blue ink. To the right is a circular official stamp of 'THE DUNEDIN CITY COUNCIL'. The stamp contains the text 'The Common Seal' at the top and 'THE DUNEDIN CITY COUNCIL' around the bottom edge. There is a signature across the stamp.

**15.216.2 Notice of Meeting**

Fourteen days written notice of each general meeting shall be given to all Trustees of the Board and to such other persons as the Board in consultation with the Dunedin city Council see fit. This notice shall state that the meeting is the annual general meeting or a special general meeting as the case may be and shall specify the place, date and time at which the meeting is to be held.

**15.316.3 Quorum**

At any general meeting, at least half of the Trustees shall form a quorum if the number of Trustees is even and a majority of Trustees if the number of Trustees is uneven and no business shall be transacted unless a quorum is present.

**15.416.4 Chairperson**

The Chairperson of the Board or the Chairperson's nominee shall chair each general meeting.

**15.516.5 Voting**

All questions at a general meeting shall be decided by consensus. However, if a consensus decision cannot be reached on any question, it shall be put as a motion to be decided by a majority of votes. Each Trustee shall be entitled to one vote. The Chairperson shall be entitled to a deliberative vote and, in the event of an equality of votes, a casting vote also.

**16.17. Alteration of Rules**

These rules may be altered, added to, rescinded or otherwise amended by a resolution passed by a two thirds majority of the Trustees at a general meeting, provided that no such amendment shall:

- a. alter or detract from the purposes set out in clause 4 of this Deed; or
- b. detract from the exclusively charitable nature of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
- c. be made to this rule, or to rules 10, 18 or 19, or the proviso to rule 8.1(b), unless it is first approved in writing by the Department of Inland Revenue or such other body within New Zealand having jurisdiction to determine matters of charity.

**17.18. Disposition of Surplus Assets**

On the winding up of the Trust or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation with similar purposes as the Board decides or, if the Board is unable to make such decision, shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

**18.19. Resettlement**

The Trustees may in their absolute and uncontrolled discretion at any time whilst the Trust remains in force settle, by deed, the whole or any portion of the funds of the Trust, upon Trust, provided that such resettlement shall be in favour of only those Trusts whose purposes are entirely charitable, and which contain rules 10, 17, 18, and 19 hereof, or rules of similar effect. Any Trust upon which this Trust is resettled which contains a rule similar in effect to clause 8.1(b) shall also contain the proviso to rule 8.1(b).

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**IN WITNESS** of this deed it is executed:

**THE COMMON SEAL of THE DUNEDIN**  
**CITY COUNCIL** was hereto affixed }

in the presence of

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councillor

Signed by **John Tyson Bezett** in the  
presence of:

\_\_\_\_\_  
John Tyson Bezett

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed by **Ronald McMillan Esplin** in the  
presence of:

\_\_\_\_\_  
Ronald McMillan Esplin

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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10

Signed by **William Robert Acklin** in the  
presence of:

\_\_\_\_\_  
William Robert Acklin

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed by **Ron Allan Palenski** in the  
presence of:

\_\_\_\_\_  
Ron Allan Palenski

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed by **Geoffrey Phillip Plunket** in  
the presence of:

\_\_\_\_\_  
Geoffrey Phillip Plunket

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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11

Signed by **Philip James Harland** in the  
presence of:

\_\_\_\_\_  
Philip James Harland

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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