

Deed of the West Coast ~~Blue~~ Penguin Trust

Amended at the AGM of the Trust on 9 May 2014 so that the word 'Blue' is dropped from the Trust's name, a note explaining blue penguins is dropped, reference to 'Westland Blue Penguin' or 'Blue Penguin' is replaced with 'penguins and other seabirds', and a clause added such that deeds may be executed on behalf of the Trust when signed by two Board members (Trustees).

Dated: This Day of 20

The Trustees:

The original trustees are:

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The Trustees wish to create a Charitable Trust to carry out the aims set out in this Trust Deed.
The Trustees hold the sum of \$10 as the initial Trust Fund, on trust along with any other money or property received by the Trust to carry out the aims set out in this Trust deed.

The Trustees are entitled to apply to be incorporated as a Board under the Charitable Trust Act 1957 to carry out the aims, powers and rules set out in this Trust Deed.

1. Name

The name of the Trust is the **West Coast ~~Blue~~ Penguin Trust**.

This deed records:

Interpretation

In this document the following terms have the following meanings (unless the context requires otherwise)

- a "Act" means the Charitable Trusts Act 1957
- b "AGM" means annual general meeting
- c "~~Blue Penguin~~" means the penguin otherwise known as ~~Eudyptula minor~~ or ~~Korora~~.
- d "Charitable Objects" means the **Aims** 2.1 to 2.11 to the extent that they are charitable and benefit the public of New Zealand.
- e "West Coast" means West Coast of the South Island of New Zealand
- f "the Trust" means the West Coast ~~Blue~~ Penguin Trust

2. Aims

The Trust is established to carry out the following aims:

2.1 To work with the people of the West Coast to encourage and promote the conservation and sustainable management of the Westland ~~Blue Penguin~~ **penguins and other seabirds** and ~~its~~ **their** existing and potentially viable habitat and environment and recognise and value ~~its~~ **their** unique characteristics.

2.2 To undertake and facilitate projects and scientific enquiries such as determining and alleviating threats to ~~Blue Penguins~~ **penguins and other seabirds** and or the provision of educational opportunities which have the potential to enhance the protection, conservation and sustainable management of the ~~Blue Penguin~~ **penguin and other seabird** population and ~~its~~ **their** existing and potential viable habitat and environment.

Amendments approved: Kerry-Jayne Wilson, Trust Chair Signed

Dated

- 2.3 To share information and raise awareness within the community on matters of the enhancement and sustainable management of the ~~Blue Penguin~~ penguin and other seabird population and ~~its~~ their existing and potentially viable habitat and environment.
- 2.4 To develop and maintain an inventory of the ~~Blue Penguin~~ penguin and other seabird population and ~~its~~ their existing and potentially viable habitat.
- 2.5 To commission research to monitor the status and quality of the ~~Blue Penguin~~ West Coast penguin and other seabird population and ~~its~~ their existing habitat and environment and to identify new viable locations where ~~Blue Penguins~~ penguins and other seabirds could be established and how these could be maintained and enhanced.
- 2.6 To recommend to central and local government that they work with developers and landowners to put in place plans to protect and enhance the habitats of the ~~Blue Penguin~~ penguins and other seabirds.
- 2.7 To promote and assist ~~Blue Penguin~~ penguin and other seabird management and liaison groups to co-ordinate and focus regional management activities and research and to promote and assist the implementation of strategies to conserve the ~~Blue Penguin~~ penguin and other seabird populations and their existing and potentially viable environment.
- 2.8 To recommend examples of sustainable management and conservation practice in relation to the ~~Blue Penguin~~ penguins and other seabirds.
- 2.9 To recommend new policy initiatives in relation to the ~~Blue Penguin~~ penguins and other seabirds and to assist in their development, appraisal and implementation
- 2.10 To source and allocate funds for projects which support our Charitable Objects including receiving gifts, donations and bequests and investing and administering such funds so as to enable the Trust to provide financial assistance for projects and activities oriented towards these Charitable Objects.
- 2.11 To seek support and involvement of appropriate organisations and agencies in allowing these Charitable Objects.

3. Powers

The Trustees will have the following powers:

- 3.1 To purchase, lease, hire or otherwise acquire any real or personal property.
- 3.2 To sell, let, mortgage or otherwise dispose of or deal with any of the property of the Trust.
- 3.3 To construct, maintain or alter any buildings or property
- 3.4 To borrow, raise, invest or loan money in any manner and on any terms suitable to the Trust.
- 3.5 To enter into any arrangement or contract with any individual, Government Department or corporate body.
- 3.6 To pay all or any of the expenses incurred in establishing and running the Trust.
- 3.7 To employ or engage staff, advisors or other people whether or not they are Trustees, and to pay their wages, salaries and/or their expenses on terms suitable to the Trust.
- 3.8 To alter the powers and rules of the Trust provided that no alteration or addition endangers the charitable aims and status of the Trust.
- 3.9 To do anything else that in the opinion of the Trust will further the charitable objects of the Trust.

4. Rules

The Rules of the Board of Trustees will be as follows:

4.1 Constitution of the Board

- 4.1.1 The Board will have between 5 and 10 members.
- 4.1.2. The Trustees named in the Deed will be the original Board members and their appointment will commence from the date of this Deed.
- 4.1.3. The Board will appoint new members to the Board according to these rules and on their appointment those new members will become Trustees.
- 4.1.4. A Board member will hold office until the next Annual General Meeting of the Board unless prior to this date he or she
- (i) resigns
 - (ii) is unable to perform his or her duties.
 - (iii) does not attend three consecutive Board meetings without adequate explanation.
 - (iv) dies
 - (v) is removed from the Board according to clause 4.1.5.

Amendments approved: Kerry-Jayne Wilson, Trust Chair Signed

Dated

- 4.1.5. A Board member may be removed from the Board by a vote of at least two thirds of the Board members at a General Meeting. The Board member concerned must be given:
- (i) at least 14 days notice of the proposed removal
 - (ii) the reasons for the proposed removal
 - (iii) an opportunity to reply at the meeting considering his or her removal
- 4.1.6. Any Board member may resign from the Board by giving notice in writing to the Secretary of the Board and the resignation will take effect from the date the notice is received by the Secretary.

4.2 Powers of the Board

- 4.2.1. The Board members will be responsible for the management of all the Trust and may exercise all the powers given to it by this Deed.
- 4.2.2. Deeds executed on behalf of the Trust will be signed by two Board members.

4.3 Board Meetings

- 4.3.1. The Board will hold at least four meetings in every year and one of these meetings will be the Annual General Meeting, which is to be held not more than 15 months following the previous Annual General Meeting.
- 4.3.2. At the first meeting of the Board and at every Annual General Meeting the Board will appoint the following officers:
- (i) a Chairperson who will be responsible for convening and chairing Board meetings.
 - (ii) a Secretary who will carry out the functions allocated to the Secretary in these Rules
 - (iii) a Treasurer who will control the funds of the Board.
- 4.3.3. If at any time an office holder ceases to be a Board member the Board may appoint another member to that office prior to the next Annual General Meeting
- 4.3.4. In addition to the appointment of office holders the Annual General Meeting will carry out the following tasks:
- (i) consider and adopt the Annual Report
 - (ii) consider and adopt the Financial Accounts
 - (iii) appoint an Auditor or Accountant who may or may not be a Board Member
 - (iv) consider any other general business

4.4 Notice of Board meetings

Notice of all Board meetings including the Annual General Meeting will be given in writing to each Board member at least 14 days prior to the meeting. However, if all Board members agree, a Board meeting may be called at any time.

4.5 The Running of Board meetings

- 4.5.1 The Quorum for all Board meetings will be half of the Board members.
- 4.5.2 Decision-making at any meeting will be by consensus, but failing a consensus, decisions will be made by a simple majority of the Board members present at the meeting.
- 4.5.3 Every Board member present at a Board meeting will be entitled to one vote.
- 4.5.4 The Board may from time to time appoint two or more of its members to form a sub-committee. The sub-committee may co-opt other people who are not Board members.

4.6 Minute Book

- 4.6.1 All proceedings of Board meetings will be recorded in a minute book which will be held by the Secretary of the Board.

4.7 The Common Seal

- 4.7.1 The Common Seal of the Board will be held by the Secretary and will be used only when authorised by a resolution of the Board.

Amendments approved: Kerry-Jayne Wilson, Trust Chair Signed

Dated

When the seal is used, it will be signed by the Secretary and one other Board member appointed to sign that document by the Board.

4.8 Control of Funds and Property

- 4.8.1. The Board, through its Treasurer, will keep proper books of accounts and will prepare annual accounts, which are to be audited.
- 4.8.2. All funds received by the Board will be paid into the Board's bank account
- 4.8.3. All cheques and withdrawal slips drawn on the Board's account will be signed by the Treasurer and one of two other Board members appointed by resolution of the Board.
- 4.8.4. The income and property of the Trust is to be applied solely to further the aims of the Trust. No income or property is to be paid or transferred directly or indirectly to any members of the Board.
This will not prevent payment of reasonable wages or expenses to any officer or employee of the Board or to any Board members for any services performed by them for the Trust.
- 4.8.5. A Board member may charge for any services carried out by him or her where the Board would have had to pay for that service if it was carried out by somebody who was not a Board member.

4.9 Indemnity of Trustees and other officers

The Trustees in their capacity as Trustees acting pursuant to this deed shall not nor shall any of them be under personal liability in connection with the affairs of the Trust or in connection with any Trust premises or in any way howsoever under these presents nor shall they become personally liable for or in connection with the affairs of the Trust

4.10 Alterations and Additions to the Rules

- 4.10.1 The Board may alter, add or cancel any rules at a Board meeting provided that:
 - (i) written notice of the proposed change is included in the notice calling the meeting
 - (ii) the meeting may amend the proposed change
 - (iii) a two thirds majority of the Board members present at the meeting agree to the change
 - (iv) no alterations, additions or cancellation will be made to these rules that are in conflict with:
 - (a) the aims of the Trust
 - (b) the charitable nature of the Trust
 - (c) the Charitable Trust Act 1957
 - (d) the conditions of any exemption granted by the Inland Revenue Department

4.11 Winding up

- 4.11.1 The Trust may be wound up if
 - (i) a majority of the members of Board of Trustees, at a General Meeting pass a resolution to wind up the Trust.
 - (ii) a second meeting is held, not earlier than 30 days since the first meeting to confirm or reject the resolution
 - (iii) at the second meeting a two thirds majority of the members confirm the resolution
- 4.11.2 On winding up, any surplus assets of the Charitable Trust will be distributed to other charitable environmental organisations on the West Coast of the South Island of New Zealand.

SIGNED by _____(Full Name)

_____(Signature)

as Trustee in the presence of:

Amendments approved: Kerry-Jayne Wilson, Trust Chair Signed

Dated

Witness_____ (Full Name)
_____ (Signature)

Occupation_____

Address_____

Date _____

Amendments approved: Kerry-Jayne Wilson, Trust Chair Signed

Dated

SIGNED by _____ (Full Name)
_____ (signature)

.asTrustee in the presence of:

Witness _____ (Full Name)
_____ (Signature)

Occupation _____ Address _____

Date _____

SIGNED by _____ (Full Name)
_____ (signature)

.asTrustee in the presence of:

Witness _____ (Full Name)
_____ (Signature)

Occupation _____ Address _____

Date _____

SIGNED by _____ (Full Name)
_____ (signature)

.asTrustee in the presence of:

Witness _____ (Full Name)
_____ (Signature)

Occupation _____ Address _____

Date _____

~~Amendments approved: Kerry-Jayne Wilson, Trust Chair Signed~~

Dated

SIGNED by _____ (Full Name)

_____ (signature)

.asTrustee in the presence of:

Witness _____ (Full Name)

_____ (Signature)

Occupation _____

Address _____

Date _____

SIGNED by _____ (Full Name)

_____ (signature)

.asTrustee in the presence of:

Witness _____ (Full Name)

_____ (Signature)

Occupation _____

Address _____

Date _____

Amendments approved: Kerry-Jayne Wilson, Trust Chair Signed

Dated