



Deed of Trust

Table of contents

1. Trust Fund
2. Name of the Trust
3. Office of the Trust
4. Charitable Objects of the Trust
5. Powers of Trustees
6. Delegations
7. Administration of the Trust
8. Board of Trustees
9. Meetings of the Trustees
10. Meeting Administration
11. Staff & Contractors
12. Trustees' Liability
13. Dealing with Interests
14. Dispute Resolution
15. Financial Arrangements
16. Income, Benefit Or Advantage To Be Applied To Charitable Purposes
17. Alterations to this Deed
18. Liquidation/Dissolution
19. Definitions

PARTIES

The Trustees are:

David Mitchell (Chair)
Graeme Smith (Secretary)
Marty Heslop
Chris Franklyn
Michael Vesty

BACKGROUND

A. Male Room (2021) Inc. has established a trust for charitable purposes. The Trust is to be known as Male Room (2021) Incorporated (Previously Nelson Neighbourhood Centre) for the purpose of pursuing the objects listed in this Trust Deed.

B. The Trustees named above have agreed to act as the Trustees of Male Room (2021) Inc.

THIS DEED RECORDS

1. NAME OF THE TRUST

1.1 The Trust shall be known as Male Room (2021) Incorporated.

2. OFFICE OF THE TRUST

2.1 The registered office of the Trust shall be situated at such place as determined by the Trustees.

3. CHARITABLE OBJECTS OF THE TRUST

The charitable objects of the Trust are:

3.1 To promote services for males and their families/whanau, with the support of professionals and others if and when required

3.2 To act as a voice on all issues relating to males and their families/whanau

3.3 To aid and assist the development of new Male Room branches in line with authorities granted by the Board of Trustees and in accordance with available resources

3.4 To aid and assist existing and future Male Room branches, providing support with funding, training, resource development, information and networking, in line with authorities granted by the Board of Trustees and in accordance with available resources

3.4.1 To act as a representative, applicant and funding recipient for national funding for Male Room (2021) Inc. with funders approved by the Board of Trustees

3.4.2 To coordinate the sharing of skills, knowledge, resources and training between Male Room groups

3.4.3 To engage in any other charitable activities which the Trustees consider necessary or desirable to support males

3.5 No personal gain: Personal gain is not an object of the Trust and all funds shall be used to further the Trust's charitable purposes.

3.6 Objects Independent: The Trustees shall be empowered to carry out any one or more of the objects of the Trust independently of any other object of the Trust. The Trustees shall not be required to give effect to all objects in any given year.

4. POWERS OF TRUSTEES

4.1 General: The Trustees shall act on the Trust's behalf. In addition to all other powers conferred by law, the Trustees shall have the same powers as a natural person acting as a beneficial owner of the Trust Fund.

4.2 Apply Funds: The Trustees shall have the power to apply any money forming part of the Trust Fund towards the charitable objects of the Trust.

4.3 Collect Funds: The Trustees shall have the power to collect funds and raise money by all lawful means (including accepting money raised from gaming machines) and receive, accept, encourage and enlist financial and other contributions, grants, subscriptions, sponsorships, donations, legacies, endowments or bequests from any source. The Trustees may also conduct fund raising campaigns in order to further the exclusively charitable objects of the Trust.

4.4 Apply for and Receive Grants and Subsidies: The Trustees shall have the power to apply for and receive from the New Zealand Government or from any exclusively national funder, any grant, donation or payment of any kind in order to further the objects of the Trust.

4.5 Resolve Disputes: In accordance with the Complaints Procedure and other relevant policies, the Trustees shall have the power to intervene in and/or offer to help resolve any dispute which may have arisen.

4.6 Contributions and Distributions: The Trustees shall have the power to make payments and contribute to any charitable or other trust having substantially similar charitable objects as the objects of this Trust or who are otherwise providing services to males

4.7 Invest Funds: The Trustees shall have the power to invest any money forming part of the Trust Fund in any of the ways authorised by law for the investment of trust funds.

4.8 Payment of Trustees' Costs and Expenses: to pay or reimburse from the Trust's funds any agreed costs or expenses incurred in the course of the Trustees discharging or exercising any of their powers and duties.

4.9 Affiliate or Contract: The Trustees shall have the power to affiliate, liaise, negotiate, work with, enter into and be party to contracts and agreements with any government department, community organisation, individual, business or other organisation on any terms as the Board thinks fit and to enter into deeds, memorandum, agreements or contracts accordingly.

- 4.10 Legal Action: The Trustees shall have the power to engage in prosecuting, defending or otherwise taking any legal action or legal proceedings on behalf of the Trust and for that purpose, to spend such money and employ solicitors, counsel and other advisers as the Board thinks fit.
- 4.11 Promote: The Trustees shall have the power to promote and further the objects of the Trust through media, written publications or otherwise.
- 4.12 Make Policies and Rules: The Trustees shall have the power to make policies, rules, guidelines and other determinations in governing the Trust and/or its relationships with other organisations or individuals.
- 4.13 Give Security: The Trustees shall have the power to give security, whether alone or together with any other person or persons, the giving of which the Trustees shall consider to be in the direct interests of the Trust Fund or of the promotion of the objects or the exclusively charitable objects of the Trust.
- 4.14 Settle Accounts: The Trustees shall have the power to agree and settle accounts with all persons liable to account to the Trustees and to compromise questions relating to the Trust Fund and to grant receipts, discharges and releases from such accounts provided all discharges and releases are in accordance with the Objects of the Trust.
- 4.15 Intellectual Property: The Trustees shall have the power to license or otherwise exercise control over the use of the name Male Room (2021) Inc. by any organisation established after the date this Trust is incorporated.
- 4.16 Bank Accounts: The Trustees shall have the power to open or maintain such current or other accounts at such banks or other institutions and in such manner as the Trustees from time to time determine.
- 4.17 Insure: The Trustees shall have the power to insure against loss or damage by any cause of any insurable property forming part of the Trust Fund, and to insure against any risk or liability against which it would be prudent for a person to insure if they were acting for themselves, for such amounts and on such terms as the Trustees may from time to time think fit.
- 4.18 Specified Trust: The Trustees shall have the power to carry out any specified trust attaching or relating to any grant, contribution, subscription, sponsorship, donation, legacy, endowment, bequest, grant, subsidy or payment received, to the extent such specified trust conforms with the objects of the Trust.
- 4.19 Statutory Authorisation: The Trustees shall have the power to do all or any of the things which they are authorised to by the Trustees Act 1956 or its successor.
- 4.20 General: The Trustees shall have the power to do all such other things as in the opinion of the Trustees are incidental or conducive to the attainment of the objects of the Trust.
- 4.21 Exercise Powers Independently: None of the powers conferred on the Trustees shall be deemed subsidiary or ancillary to any other power and the Trustees shall be entitled to exercise all or any of them independently of each other.
- 4.22 Charitable purpose: the powers conferred on the Trustees by clause 4 must only be used to further the charitable purpose of the Trust.

5. DELEGATION

Power to Delegate: The Board may from time to time delegate any of its powers and duties to any such committee or individual or organisation other than those powers and duties that relate to matters which go to the heart of the Trust itself such as: the makeup of the Board, the calling of Board meetings, and the purposes for which the trust has been established.

Exercise of delegated powers: Any committee or person to whom the Board has delegated powers or duties will be bound by the charitable terms of the Trust and any terms or conditions of the delegation set by the Board.

Terms of delegation: Subject to the rules and directions of the Board, each special committee may regulate its own proceedings in such manner as it thinks fit.

Delegation revocable: The Board will be able to revoke such delegation at will, and any member of a special committee may have his or her appointment revoked at any time. No such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

Status of Delegate: Any person who is appointed to be a member of any such committee, or to whom such delegation is made, need not be a Trustee.

7. ADMINISTRATION OF THE TRUST

The Trust shall be governed by a Board of Trustees.

Except as otherwise provided for in this Deed or in law, all matters of Trust administration shall be decided by the Board. The Board may adopt policies, guidelines or other resources to assist in the administration of the Trust.

The Board may employ and/or contract staff and/or volunteers to assist in the administration of the Trust.

8. BOARD OF TRUSTEES

Composition: The Board will be comprised of no fewer than eight (8) Trustees and no more than twelve (12) Trustees. The Board shall be selected in accordance with Schedule A of this deed.

Term of Office:

8.2.1. Subject to clause 8.5 and 8.7, the term of office of every Trustee shall be two years unless they resign or are removed in accordance with this Deed. Trustees may be reappointed for subsequent terms of office;

8.2.2. The terms of office of the Trustees shall be rotated so that at least two Trustees' term of office expires each year; **Eligibility:** Unless otherwise formally resolved by the Board, an individual will be ineligible to serve as a Trustee of MSSAT ANZ if he or she:

8.3.1. has a conviction for a sexual offence;

8.3.2. has a conviction for dishonesty offence within the previous 7 years;

8.3.3. has a criminal conviction which the Board considers may have an impact on the reputation of MSSAT|ANZ;

8.3.4. has been barred from being a Trustee by either the Department of Internal Affairs or by the Board of MSSAT|ANZ;

8.3.5. is subject to a property order under the Protection of Personal and Property Rights Act or subsequent enactment; or

8.3.6. is subject to a disqualification under the Charities Act which has not been the subject of an exemption by the Department of Internal Affairs.

Office Holders: The signatories to this Deed will be the first Board. Once appointed, the Trustees will choose a Chairman, Secretary and Treasurer from among themselves or from non-trust

members. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs. The Board may change or re-appoint office holders as it sees fit.

Cessation of Trustee Service: A person will immediately cease to be Trustee when he or she:

- 8.5.1. resigns in writing
- 8.5.2. dies
- 8.5.3. is declared bankrupt
- 8.5.4. is convicted of a sexual or dishonest offence
- 8.5.5. is found to be a mentally disordered person within the meaning of the Mental Health Act 1969 or subsequent enactment
- 8.5.6. is disqualified from acting pursuant to the Charities Act 2005 or subsequent enactment, or
- 8.5.7. is removed from office in accordance with rule 8.7.

At the Board's discretion, a Trustee may be removed from office for failing to attend three consecutive Board meetings without prior notice or explanation.

Vacancies: In accordance with rule 16 in Schedule A, the Board will have the power to appoint any additional trustees to fill any vacancy that arises in the Board between Annual Meetings. The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number of trustees as stated in this deed, the continuing trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.

Removal from Office: The Board may, by a motion decided by a 80% majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interests of the Trust. A replacement Trustee may be appointed in accordance with rule 16 in Schedule A.

9. MEETINGS OF THE TRUSTEES

Time and Place for Meetings: The Trustees shall meet at least three times per year, at such places and times, and in such manner, as they decided. The Chairperson shall chair Trustee meetings, or in his/her absence or inability to act, the meeting will be chaired any other Trustee chosen from among the Trustees. A schedule of meetings may be agreed in advance or notices of meetings will be sent as agreed.

Facsimile/Email Resolutions: A resolution in writing, signed or assented to by fax or email, or other form of visible or other electronic communication agreed to by the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several documents in like form each signed by one or more Trustees.

Forum: A meeting of the Trustees may be held where one or more of the Trustees is not physically present at the meeting, provided that:

9.3.1. All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

9.3.2. Notice of the meeting is given to all the Trustees;

9.3.3. If a failure in communications prevents clause 9.3 from being satisfied and such failure results in the quorum not being met, the meeting shall be suspended until condition 9.3 is again met. If such condition cannot be met within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned.

Any meeting held where one or more of the Trustees is not physically present shall be deemed to be held at the place where the Chairperson of the meeting is located.

10. MEETING ADMINISTRATION

Quorum: A quorum of at least one half of the Trustees is required for all meetings of the Trustees.

Voting: Each Trustee present at a meeting shall be entitled to one (1) vote. Except as provided in Appendix 1, neither proxy nor postal voting shall be permitted.

Decision Making: All questions will, wherever possible, be decided by consensus.

Conflicts of Interest: Trustees must declare any interests they have in accordance with rule 13 of this Deed.

Minutes: Minutes shall be kept of all Board meetings and shall be available to all Trustees. Other than in-committee minutes,

Execution of Documents:

10.6.1. The Board shall agree which Trustees shall be entitled to sign on behalf of the Trust. The Board may authorise some documents or agreements being signed by a staff member alone or together with an agreed Trustee.

10.6.2. The Board shall provide a common seal for the Trust. The common seal shall be attached to all documents, which must be made by deed or as is otherwise required by law. The Secretary shall have custody of the common seal, which shall only be used by the authority of the Board. Two members of the Board shall sign every document to which the common seal is attached.

11. STAFF AND CONTRACTORS

Appointment: The Board may employ or contract such staff as they consider appropriate to work for the Trust on such terms as they consider appropriate.

Attendance at Board Meetings: Staff or contractors engaged under clause 11.1 may be invited to attend some or all meetings of the Board but shall not be entitled to vote.

12. TRUSTEES' LIABILITY

Liability: No Trustee shall be liable for any loss to the Trust Fund not attributable to his or her own dishonesty, or to the wilful commission or omission by him or her of an act known by him or her to be a breach of trust.

Contract liability: It is deemed to be a term of every contract entered into by or on behalf of the Trust that the Trust alone is liable to any debts and obligations under the contract, and that no Trustee, employee or volunteer of the Trust is under any personal liability.

Indemnity: The Trustees, employees and volunteers of the Trust shall be indemnified by the Trust against all losses and liabilities incurred by them in the proper performance of their functions and duties, other than as a result of their wilful or criminal act or default.

Insurance: The Trust may effect insurance for any Trustee, employee or volunteer in respect of any matter for which such person is entitled to indemnification pursuant to 12.3.

Proceedings: No Trustee shall be bound to take, or be liable for their failure to take, any proceedings against another Trustee or Trustees for any breach or alleged breach of trust committed by such other Trustee or Trustees.

13. DEALING WITH INTERESTS

Interests: A Board Member will have an interest in any matter if s/he:

- 13.1.1. may obtain a personal financial benefit from the matter
- 13.1.2. is the spouse, partner, child, caregiver, guardian or parent of a person who may derive a financial benefit from the matter,
- 13.1.3. may have a financial interest in another organisation or business to which the matter relates; or
- 13.1.4. excepting rule 13.2, is a partner, director, officer, board member or trustee of a business, organisation or trust who may have a financial interest to which the matter relates.

Disclosure obligation: Where a Board Member has an interest in any decision on any matter being considered by or affecting the Trust, s/he must, as soon as s/he becomes aware of his or her interest in the matter, disclose the nature and extent of that interest to the Board.

Voting: A Board Member may not vote on any decision relating to any matter s/he has an interest in. S/he may be counted toward the quorum for the meeting.

Exclusion of interested trustee: The Board may, where it considers appropriate, exclude a Board Member from any discussion or involvement with any matter it considers the Trustee to have an interest in.

Record: The Board shall maintain a record of all Trustee interests that are disclosed.

14. DISPUTE RESOLUTION

Process: Dispute resolution will be conducted in accordance with the procedures set down in the Dispute Resolution policy.

15. FINANCIAL ARRANGEMENTS

Financial year: The financial year of the Trust will be from 1 July to 30 June in the following year.

Financial policies: The finances of the Trust shall be managed in accordance with the financial policies of the Trust.

Accounts and Audit: The Trustees shall keep full and correct records necessary for showing the true financial state and condition of the Trust. As soon as practicable after the end of each financial year, the Trustees shall ensure that financial statements are prepared.

The Board shall appoint an auditor or an accountant to review the annual financial statements of the Trust. The Auditor or Reviewer must have accounting qualifications and must not be a member of the Board, or an employee or paid contractor of Male Room

16. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

Advance charitable purpose: Any income, benefit or advantage will be used to advance the charitable purpose of the Trust. Nothing expressed or implied in this Deed shall permit the activities of the Trustees, or any business carried on by or on behalf of or for the benefit of the Trustees upon the trusts of this Deed, to be carried on for the private pecuniary profit of any individual.

No material influence: No trustee or any person associated with a trustee shall participate in or

materially influence any decision made by the trustees in respect of any payment to, or on behalf of, that trustee or associated person of any income, benefit or advantage.

Any payments made to a trustee, or person associated with a trustee, must be for goods or services that advance the charitable purposes and that payment must be reasonable and relative to payments that would be made between unrelated parties.

Entrenchment: The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

17. ALTERATIONS TO THIS DEED

Alterations: The Trustees may, by consensus or, in the extraordinary circumstance where consensus cannot be reached, pursuant to a motion decided by a 80% majority of votes, by amendment or supplemental Deed make alterations or additions to the terms and provisions of this document provided that no such alteration or addition will:

17.1.1. detract from the exclusively charitable nature of the Trust or

17.1.2. result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

Incorporated status: If the Trust is an incorporated entity, alterations shall be registered with the Registrar of Charitable Trusts at the Companies Office within one month of the date of alteration.

Charitable status: If the Trust is a registered charitable entity, alterations shall be registered with the Charities Registration Board at the Department of Internal Affairs within three months of the date of alteration.

18. LIQUIDATION/ DISSOLUTION

Resolution: The Trust may be wound up if:

18.1.1. a resolution is passed by a two-thirds majority at a meeting of Board members that the Trust be wound up, or

18.1.2. the objects of the Trust shall fail or be frustrated.

On the winding up of the Trust all surplus assets after the payment of costs, debts and liabilities will be:

18.2.1. given or transferred to an organisation or organisations working with Male Room clients and which is/are registered with the Charities Registration Board established by s.8 of the Charities Act 2005, or its successor, or

18.2.2. Given to further any other charitable purpose or purposes recognised under New Zealand law and chosen by the Trustees.

18.2.3. If the Trustees are unable to make a decision about distribution, the remaining assets will be disposed of in accordance with the Charitable Trusts Act 1957 or subsequent enactment.

19. DEFINITIONS

MSSAT groups: any incorporated charity or not-for-profit group who has been recognised by the Board of MSSAT NZA as providing MSSAT services to male survivors of sexual abuse.

20. Schedule A: Appointments to the Board

☐ Te Tokorau

☐ Northern

☐ Midlands

☐ Central

☐ Southern

3.1 has not been barred from being a Trustee by either the Department of Internal Affairs or by the Board of MSSAT ANZ

3.2 is not subject to a property order under the Protection of Personal and Property Rights Act or subsequent enactment

3.3 is not currently a bankrupt

3.4 is not currently barred from being the director or promoter of a company

3.5 has appropriate governance experience and/or appropriate experience

Note: Amendments to this Schedule may be made in accordance with the decision making processes of the Board. Changes to this Schedule do not need to be sent to the Registrar of Charitable Trusts or to the Charities Registration Board at DIA-Charities Services.

21. Procedure

Call for Nominations: The Electoral Officer (who shall be any person chosen by the Board and who may be a Board member) shall, no fewer than 3 months before the end of the financial year, identify the Trustees whose Board term of office is due to expire. The Electoral Officer will then contact all MSSAT groups and:

21.1 notify them of the Trustees whose term of office on the MSSAT ANZ Board are due to expire

21.2 invite them to provide the name of nominees who have appropriate expertise to participate in the governance of Male Room and/or have appropriate expertise in matters relating to the delivery of services

21.3.1. is willing and able to serve a two year term on the Board

21.3.2. does not have a conviction for any sexual offence

21.3.3. does not have a criminal conviction for a dishonesty offence within the previous 7 years