

# DEED OF CHARITABLE TRUST

between

**Platform Incorporated**  
("Settlor")

and

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_  
("Trustees")

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## Deed Of Charitable Trust

Date: 2007

### Parties

1. \_\_\_\_\_ ("Settlor")
2. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Trustees")

### This deed records

#### 1. Interpretation

- 1.1 In this Deed unless the context otherwise requires:

<b>"Balance Date"</b>	means 30 June or any other date adopted from time to time by the Trustees as the end of the Trust's Financial Year.
<b>"the Board"</b>	means the Board of Trustees of the Platform Charitable Trust established by this Deed.
<b>"Chairperson"</b>	means the Chairperson who is the Trustee appointed in accordance with clause 9.1.
<b>"Financial Year"</b>	means any year or other accounting period ending on the Balance Date.
<b>"month"</b>	means calendar month.
<b>"Purposes"</b>	means the charitable purposes of the Trust as set out in clause 5 of this Deed.
<b>"property"</b>	means any real and personal property of the Trust.
<b>"the Trust"</b>	means the charitable trust established by this Deed and known as the Platform Charitable Trust.
<b>"the Trustees"</b>	means the trustee or trustees of the Trust for the time being whether original, additional or substituted.
<b>"the Trust Fund"</b>	means the sum of \$10.00 held by the Board at the date of this Deed and such further money or property as may from time to time be added to it by way of capital or income to be held by the Board upon the trusts, for the charitable purpose and with the powers as set out in this Deed.

- 1.2 Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Deed;
- 1.3 References to parties are references to parties to this Deed;
- 1.4 References to persons include references to individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, estates,

agencies of state, government departments, state-owned enterprises and municipal authorities in each case whether or not having separate legal personality;

- 1.5 Expressions defined in the main body of this Deed bear the defined meaning in the whole of this Deed including the recitals;
- 1.6 References to clauses and recitals are references to clauses and recitals of this Deed;
- 1.7 References to the singular include the plural and vice versa;
- 1.8 Any obligations not to do anything shall be deemed to include any obligation not to suffer, permit or cause that thing to be done;
- 1.9 References to statute include references to any regulations, orders or notices for the time being in force made under or pursuant to such statute, and references to a statute include references to all amendments to that statute or otherwise, and references to a statute or provision thereof include references to any statute or provision for the time being in force passed in substitution for that statute or provision thereof.

## 2. **Establishment**

- 2.1 The Settlor directs and the Trustees acknowledge and agree that the Trustees stand possessed of the Trust Fund upon the trusts to achieve the charitable purpose set out in this Deed.

## 3. **Name of Trust**

- 3.1 The Trust and the Trust Fund shall be known as the "Platform Charitable Trust".

## 4. **Office**

- 4.1 The office of the Trust and the Board shall be at Wellington or such other place as the Board from time to time decides.

## 5. **Charitable Purposes**

- 5.1 The charitable purpose of the Trust is to improve the care and support provided to people living with or in the absence of mental illness or addiction within New Zealand by:
  - a. Educating and supporting service providers throughout New Zealand that provide services to people living with or in the absence of mental illness or addictions ("community mental health and addiction services");
  - b. Advocating for greater resources, funding and improved delivery mechanisms for community mental health and addiction services;
  - c. Developing appropriate industry standards for community mental health and addiction services;
  - d. Encouraging collaborative, supportive and cooperative intersectoral relationships between community mental health and addiction services;

- e. Representing community mental health and addiction services in relation to any proposed or amended legislative changes that may affect people living with or in the absence of mental illness or addictions;
- f. Acting as a clearing house for information and providing a national network between community mental health and addiction services;
- g. Assisting and cooperating with any organisations (whether incorporated or not) with purposes similar to those of the Trust;
- h. Being a contact point for government agencies and others who are seeking nationwide feedback on issues relating to community mental health and addiction services; and
- i. Promoting the interests and welfare of community mental health and addiction services at a regional and national level.

5.2 In carrying out its activities, the Trust shall:

- a. Where appropriate, consult widely with individuals who use, or support others who use, mental health and/or addiction services within New Zealand;
- b. Acknowledge and respect the principles of Te Tiriti O Waitangi;
- c. Maintain cultural sensitivity and respect for the rights and freedoms of individuals within a culturally appropriate context; and
- d. Support and advocate a recovery model for mental health and addiction services.

5.3 In interpreting the terms of this trust deed and undertaking the rights, powers and duties:

- a. The Purposes in clause 5.1 shall take precedence; and
- b. All activities shall be pursued to further the Purposes.

## 6. **Limitation on Purposes**

6.1 The Purposes of this Trust may not extend to any matter or thing which is not charitable within the meaning of the Income Tax Act 2004 or not carried out within New Zealand.

## 7. **Powers**

7.1 The Trustees shall in addition to all other powers conferred by law have the following powers, which shall be exercised prudently to promote the Purposes:

- a. To raise money by all means and in particular to solicit, receive and enlist financial or other aid from individuals and organisations, including gifts and bequests from individuals and organisations, and to conduct fundraising activities;
- b. To promote and further the Purposes by the publication and distribution of papers, journals and other publications and by advertising in any medium or by any other means;

- c. To create or approve such regional trusts or organisations on such terms and conditions as the Trustees think fit, provided the purposes of such regional trusts or organisations are charitable and are the same as or substantially similar to the Purposes, and provided the powers include the power to appoint or remove one or more Trustees to or from the Trust in accordance with clauses 8.4 (a) and 8.6 (h);
- d. To appoint to each regional trust or organisation created or approved in e. above, one regional trustee or equivalent regional organisation executive committee member;
- e. To provide out of the Trust Fund financial assistance for any trust or organisation as above that the Trust is instrumental in establishing for furtherance of the Purposes and to do so by way of advances, loans, guarantees, grants or in such other manner and on such terms and conditions as the Trustees may think proper;
- f. To make such payments, grants, loans or provide such other financial assistance to any person on such terms and conditions as the Trustees think proper;
- g. To enter into any arrangements with any government or municipal or local authority that may seem conducive to the Purposes and to obtain from any such government or authority any rights, privileges or concessions which the Trustees may think is desirable to obtain, and to carry out and to comply with any such arrangements, privileges, rights and concessions;
- h. To acquire, dispose of, lease, or otherwise deal with the property on such terms and conditions as the Trustees think fit;
- i. To maintain the property;
- j. To provide such amenities as considered necessary;
- k. To operate any lawful trading activity;
- l. To borrow money or provide guarantees on such terms, conditions or security (including mortgages) as the Trustees consider appropriate;
- m. To invest or lend money on such terms as the Trustees decide and to vary such loans or investments from time to time;
- n. To subscribe for, pay up and accept shares in any limited liability company and to purchase or otherwise acquire and hold shares in such companies and to join in and become a member of any partnership, joint venture or other business enterprise of which the Trustees approve. This includes the power to act as a shareholder and exercise all powers of a shareholder;
- o. To employ and act as a good employer towards any person engaged to carry out the services of the Trust with power to dismiss such person as necessary;
- p. To contribute to any IRD approved charitable trust having substantially similar purposes as the Purposes;
- q. To collect funds and raise money by all lawful means and to receive, accept and encourage financial and other contributions, subscriptions, donations,

- legacies, endowments or bequests from any source and to conduct fundraising campaigns in order to further the charitable purposes of the Trust;
- r. To receive from the New Zealand Government or any council, board or body under the jurisdiction thereof or any other government, state or national body or any international organisation, any grant, subsidy or payment whatsoever in order to further the charitable purposes of the Trust;
  - s. To charge any person for use of the property such charges as may be fixed by the Trust;
  - t. To join with any other person, group, body or organisation under such arrangement as the Trustees think fit to provide for the charitable purpose;
  - u. To pay all or any of the reasonable expenses incurred in and in connection with the establishment, incorporation and running of the Trust;
  - v. To insure against loss or damage by any cause whatsoever 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 he were acting for himself, for such amounts and on such terms as the Trustees may from time to time think fit;
  - w. To appoint committees as expedient to carry out the Purposes. Members of any committee need not be Trustees;
  - x. To do the above things as principal, agent, contractor, trustee or otherwise and by or through agents, trustees or otherwise and either alone or in association with others;
  - y. To do such other lawful acts and things as in the opinion of the Trustees are incidental or conducive to the attainment of the charitable purpose of the Trust.
- 7.2 None of the powers conferred on the Trustees by this clause or otherwise shall be deemed subsidiary or ancillary to any other power or authority and the Trustees shall be entitled to exercise all or any of the said powers and authorities independently of any other or others of them. In the event of any ambiguity this provision shall be construed so as to widen and not restrict the powers of the Trustees provided however that at no time shall any provision be construed so as to detract from the charitable purpose of the Trust.
- 7.3 Special Trusts: When property is accepted by the Trustees upon special trusts to be declared by the donor all the powers and provisions of these presents shall be deemed to be incorporated in the deed declaring such special trusts except insofar as the same shall be expressly excluded or modified or be inconsistent with such special trusts.
- 7.4 Bare or Passive Trusts: Where property is accepted by the Trustees on bare or passive trusts they shall from time to time apply such property according to the lawful directions of the Trustees or managers to whom the management and administration thereof may have been confided.

## 8. Appointment and Removal of Trustees

- 8.1 The original Trustees are the Trustees named in this Deed who are signatories to this Deed. Thereafter, the power of appointment of Trustees shall be vested according to clause 8.4.
- 8.2 The number of Trustees shall be not less than five nor more than ten. If at any time there are less than five Trustees the person or persons having the power of appointment of such Trustees under clause 8.4 shall increase the number of such Trustees to five as soon as is reasonably practicable. The remaining Trustees shall be entitled to act until the number of Trustees appointed is so increased and no act or decision of the Trustees shall be called into question on such account provided that such actions are limited to essential administrative matters only.
- 8.3 The persons having the power to appoint Trustees in accordance with clause 8.4 shall also have the power to appoint any person at any time or times as an advisory Trustee provided that any such advisory Trustee shall not vote on any resolution of the Trustees or participate in the management or administration of the Trust Fund.
- 8.4 The Trustees, other than the original Trustees, shall be appointed on the basis of their skill, understanding of good governance, and experience necessary to enable the Trust to achieve its Purposes, in the following manner:
- a. The trustees must include:
    - i. At least one trustee who is employed full time in the mental health and/or addiction sector in the midland region;
    - ii. At least one trustee who is employed full time in the mental health and/or addiction sector in the northern region;
    - iii. At least one trustee who is employed full time in the mental health and/or addiction sector in the southern region; and
    - iv. At least one trustee who is employed full time in the mental health and/or addiction sector in the central region,so as to fairly, effectively and democratically represent all regions of New Zealand.
  - b. Without limiting clauses 8.5 and 8.6, the power of appointment of new trustees is vested in the trustees from time to time.
  - c. In considering the appointment of any trustee ("the proposed trustee"), the existing trustees must take into consideration the proposed trustee's:
    - i. Ability to think independently and strategically;
    - ii. Understanding of business in general and the activities of the Trust in particular;
    - iii. Commitment to the Purposes of the Trust;
    - iv. Intellectual abilities; and
    - v. Ability to work as a team player with the existing trustees.

- d. A trustee may retire at any time by giving one month's written notice to the remaining trustees.
  - e. At the end of every third annual meeting the trustees shall retire. The final act of the trustees before retiring shall be to appoint replacement trustees.
  - f. A retiring trustee shall be eligible for reappointment, but no trustee may serve longer than \_\_\_\_\_ years in total
  - g. A retiring trustee shall act as a trustee throughout the meeting at which such person retires.
  - h. If the trustees fail to appoint replacement trustees, the trustees shall be deemed to be automatically reappointed for a further term of three years.
  - i. Trustees, other than the original Trustees, shall be appointed as from the date of receipt by the Trust of the relevant notice of appointment or from the close of the annual meeting at which the Trustee is appointed, whichever is appropriate.
- 8.5 In the event that there are no remaining Trustees under clause 8.4 who can exercise the power of appointment of Trustees then that power may be exercised by \_\_\_\_\_, at its discretion, to appoint such number of Trustees as are necessary to bring the numbers back to the minimum number necessary as required by clause 8.2.
- 8.6 A Trustee shall cease to hold office if the Trustee:
- a. retires in accordance with rule 8.4 (d);
  - b. resigns as Trustee;
  - c. dies while holding office as a Trustee;
  - d. fails to attend three consecutive Board meetings without being granted written leave of absence by the Board;
  - e. is adjudicated bankrupt;
  - f. is convicted of an indictable offence without right of further appeal;
  - g. is removed by the person or persons who have the power to remove that Trustee;
  - h. has been deemed by unanimous vote of the other Trustees that he or she has failed to fulfil his or her duties as Trustees.
- 8.7 Upon every appointment, reappointment, removal or cessation of office of any Trustee the Trustees shall cause an entry thereof to be recorded in the minute book of the Trust.
- 9. Appointment and Election of Officers**
- 9.1 The Trustees shall annually appoint one of their number to be Chairperson of Trustees to hold office for a period of \_\_\_\_\_ months from the annual meeting.

9.2 Only a Trustee may be Chairperson of the Board. Any Chairperson shall automatically cease to hold office upon ceasing to be a Trustee.

9.3 A Trustee may resign as Chairperson without resigning as a Trustee.

## 10. Duties and Functions of the Board

10.1 The Board shall conduct the business and activities of the Trust in an open and transparent manner.

10.2 The Board will set policies and resolve on courses of action and means of implementing the same so as to achieve the Purposes.

10.3 In the first year of the Trust, the Trust shall complete a draft statement of corporate intent as soon as practicable. Thereafter, the Trust shall complete a draft statement of corporate intent at least four months before the Balance Date in each year.

10.4 The Board will monitor the activities of the Trust to ensure its funds are used as effectively as possible to achieve the Purposes and to demonstrate to those bodies and agencies which fund and support the Trust's activities that the funding and support provided is being effectively applied and utilised.

10.5 The Settlor expressly declares that it is its intention that the Trust shall be a perpetual trust but that the Trustees shall have power to:

- a. deal with the income derived from the Trust Fund in accordance with clause 10.6; and
- b. pay, appropriate or contribute such portion of the capital of the Trust Fund towards the attainment of the Purposes as the Trustees consider prudent taking into account the above intention;

provided that nothing in this clause shall restrict the powers of the Trustees pursuant to clause 24 of this deed.

10.6 The Trustees shall stand possessed of the income derived from the Trust Fund upon the following trusts:

- a. To pay or apply the same or any part of the current net annual income for or towards the Purposes;
- b. To appropriate for any of the Purposes the whole or any part of the net annual income arising from the Trust whether or not the same shall have been received by the Trustees;
- c. To make or retain out of or charge against income in any income year any payments, reserves or any provision of a capital nature for any of the Purposes or incidental to the exercise of any of the powers, authorities or discretions conferred on the Trustees by this deed in respect of the Trust Fund;
- d. To accumulate the whole or any part of current net annual income derived by the Trust by investing the same in the resulting income therefore to the intent that the Trustees may elect either:

- i. To resort to any accumulated surplus for the same purposes and subject to the same trusts and powers as set out in this deed as for income; or
- ii. To add any accumulated surplus as an accretion to the Trust Fund to be held by the Trustees upon the same trusts and with the powers declared in this deed in respect of the capital of the Trust Fund.

## 11. Proceedings of the Board

- 11.1 All meetings of the Board shall be chaired by the Chairperson. Should the Chairperson not be present, those of the Trustees present shall elect an acting chairperson from their number to chair that meeting.
- 11.2 Voting at meetings of the Board shall be by simple majority, except for meetings held pursuant to clause 24.1. The Chairperson is not entitled to a second or casting vote.
- 11.3 Voting shall be by show of hands or oral indication unless a ballot is directed by the Chairperson or required by any two of the Trustees present at the meeting.
- 11.4 The Board shall ensure that written notice of the date time and place of each meeting of the Board is given by post by ordinary mail or sent by email or fax to all of the Trustees so that it is received in the ordinary course of the post or email or fax transmission not less than 7 clear days prior to the meeting. This procedure will not apply to meetings called by the Chairperson pursuant to clause 12.4.
- 11.5 A meeting of the Trustees may be impeached or called into question in any way solely on the ground that the requisite notice has not been given, but only by a Trustee.
- 11.6 The Board shall ensure that a proper written record is kept of all decisions and business transacted at every Board meeting. The minutes may include notice of the next meeting if fixed at the meeting.
- 11.7 A resolution in writing approved by the Board shall be valid as if it had been passed at a meeting of the Board duly called and held. Any such resolution may consist of several documents in like form each signed by one or more members.

## 12. Meetings

- 12.1 Within two months of incorporation as a Board and thereafter within two months of the end of each Financial Year a meeting ("the annual meeting") shall be called to:
- a. receive and consider the annual report and review the Board's activities during the preceding year;
  - b. receive, consider and adopt the audited income and expenditure account and balance sheet;
  - c. report on the statement of corporate intent for the following year;
  - d. appoint an Auditor who shall not be a Trustee;
  - e. consider any resolution notice of which shall have been given in writing to the Board at least 14 days before the meeting;
  - f. general business.

- 12.2 The Trustees shall otherwise meet together for the conduct of the affairs of the Trust from time to time and shall regulate and conduct their meetings as they think fit and for such purpose they may make such rules and regulations as they consider desirable, including, without limitation, rules and regulations relating to the conduct of telephone meetings.
- 12.3 A quorum for meetings of the Trustees shall be Five Trustees (excluding advisory Trustees).
- 12.4 The Chairperson may call a special meeting of the Board (other than one at which it is proposed to move a resolution under clause 24.1) by any means (including by telephone) at any time provided that the Chairperson in so doing does in fact give at least 7 clear days notice which must include advice of the matters to be considered at the special meeting to each of the Trustees then within New Zealand.

### 13. **Bank Accounts and Property**

- 13.1 The Trust Fund will be held by and in the joint names of the Trustees until the Board is incorporated as a Board under the provisions of the Charitable Trusts Act 1957, in which case it will be held by and in the name of the Board.
- 13.2 Bank accounts shall be operated on the signatures of a minimum of any \_\_\_\_\_ of the Trustees, but one of the signatories must be the Chairperson.
- 13.3 The Board shall have the power to receive and give receipts for all legacies, donations, subscriptions or other moneys bequeathed, made or given to the Trust and every such receipt shall be an effective discharge for the money or other money stated to have been received.

### 14. **Execution of Documents**

- 14.1 If the Trustees are not incorporated as a Board under the Charitable Trusts Act 1957, documents to be executed by or for the Trust shall be signed by any two of the Trustees, one signatory to be the Chairperson.
- 14.2 When the Board is incorporated under the Charitable Trusts Act 1957, documents to be executed by the Board shall be executed under its common seal and attested by any two of the Trustees, one of whom shall be the Chairperson.

### 15. **Incorporation**

- 15.1 The Trustees shall immediately apply for incorporation under Part II of the Charitable Trusts Act 1957 as a Board under the name "Platform Charitable Trust Board".

### 16. **Membership**

- 16.1 Trustees may establish a membership. The Trustees may:
- a. invite persons, firms and corporations who wish to support or take an interest in the purposes of the Trust to become members of the Trust;
  - b. establish different classes of membership;
  - c. fix and charge membership fees (including joining fees and subscriptions) for members or each class of members, as the case may be;

- d. call members' meetings;
- e. subject to clause 16.2 determine the rules relating to membership and confer membership rights on members; and
- f. issue membership certificates or other evidence of membership.

16.2 Limitations on personal benefit arising from membership rights:

- a. All income, benefit or advantage shall be applied to the charitable purposes of the Trust.
- b. No member of the Trust or any person associated with a member shall participate in or materially influence any decision made by the Trustees in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever.
- c. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- d. The provision and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.
- e. Membership shall not confer on any member the right to vote at any meeting of the Trust or the Board or to control the Trustees in the exercise of their powers.

**17. Accounts**

- a. The Board will cause complete and accurate records to be kept in such manner as it thinks fit of all its receipts credits payments liabilities and other matters necessary for showing the true state and condition of the Trust Fund.
- b. The annual accounts of the Trust Fund shall be prepared by an independent accountant appointed for that purpose by the Trustees. To avoid any doubt the independent accountant may be an accountant employed by the Settlor.
- c. The books of account shall be kept at the office of the Trust and shall be open at all reasonable times to inspection and copy by any of the Trustees.
- d. The Board will have the Trust's accounts audited each year by an independent auditor appointed by the Trustees.

17.2 The Board will properly receive all payments and property paid or transferred to the Trust, will properly meet all liabilities and responsibilities incurred or undertaken by it, and will properly administer the Trust Fund.

## 18. Tax Returns

- 18.1 The Trustees shall cause to be prepared or filed with the Inland Revenue Department all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information required to be prepared or filed so as to allow the Trust to retain its charitable status for taxation purposes and to meet all of its obligations under the Acts administered by the Inland Revenue Department.

## 19. Declarations of Interest

- 19.1 No Trustee shall vote on any matter in which he or she has any personal or pecuniary interest or in which any company or other body in which the Trustee has a personal or financial interest itself has any pecuniary interest.
- 19.2 Any Trustee shall declare any such interest in writing as soon as the Trustee concerned becomes aware of the existence of the interest, the declaration to include all relevant detail needed to result in a full and fair disclosure. All Trustees shall act in good faith in all such matters.

## 20. Remuneration of Trustees and Payments of Expenses

- 20.1 None of the Trustees shall be paid any remuneration for time spent as a Trustee, but shall be entitled to such expenses incurred in that capacity as the Trust Board may from time to time authorise or ratify by resolution. The intent is that no Trustee shall derive pecuniary gain from his or her office as a Trustee, or from any act done in the capacity of a Trustee, but may be paid expenses if the Trust Board so resolves.
- 20.2 Subject to clause 20.3, any Trustee shall be entitled to be paid all usual professional, business and trade charges for business transacted, time expended and all acts done by him or her or any employee or partner of his or hers in connection with the trusts of this Deed, other than acting as a Trustee.
- 20.3 No Trustee receiving any remuneration referred to in subclause 20.2 shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall that Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid. Any such remuneration must be approved in writing by the Trust Board.

## 21. **No Private Pecuniary Profit**

21.1 Nothing expressed or implied in this Deed shall permit the activities of the Trust or any business carried on by or on behalf of or for the benefit of the Trust to be carried on for the private pecuniary profit of any individual.

## 22. **Alterations and Additions**

22.1 Subject to clauses 16.2 (d) and 22.2, the Board may resolve to amend any provisions of this Deed. Any resolution to effect an alteration or addition must be passed by a majority of not less than two-thirds of the Trustees at a meeting of the Board where not less than twenty-one clear days prior written notice of intention to move the amendment is given to all the Trustees.

22.2 No amendment may be made to the Trust Deed in any respect which would have the effect of causing the Trust to cease to be a charitable trust or to amend the Purposes to include any purpose which is not charitable or one to be achieved outside New Zealand or to amend clauses 5, 16.2, 19, 21, 22 and 24, and no alteration to this Deed shall be made without prior confirmation from the Charities Commission or other appropriate authority that the alteration does not prejudice the charitable nature of the Trust.

22.3 Notwithstanding anything set out in clauses 22.1 or 22.2 the Board shall amend this Deed to comply with any requirement of the Charities Commission or other appropriate authority or to comply with the Income Tax Act 2004 or the Charities Act 2005.

## 23. **Liability of Trustees**

23.1 The Trustees are expressly authorised to exercise the powers of investment expenditure and acquisition conferred upon them notwithstanding that the Trust Fund may be subject to any liability or liabilities and the Trustees shall not be liable for any loss occurring on the realisation of any asset which pursuant to the exercise of those powers comprises part of the Trust Fund.

23.2 To the extent permitted by law no Trustee of the trusts of this Deed shall be subject to any duties except:

- a. The duty to act honestly and the duty not to commit wilfully any act known to be a breach;
- b. The duty not to omit wilfully any act when the omission is known by the Trustee to be a breach of trust;
- c. For the consequences of any act or omission or for any loss attributable to the Trustee's own dishonesty, or for the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust.

23.3 No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust by that co-Trustee.

- a. A Trustee shall be indemnified by and out of the Trust Fund (whether as to the capital or the income thereof) for and in respect of any loss or liability incurred by the carrying out or omission of any function duty or power of the Trustees under this Deed unless such loss or liability is attributable to such Trustees

dishonesty or to the wilful commission by such Trustee of an act known by such Trustee to be a breach of trust or to the wilful omission by such Trustee of any act when that omission is known by the Trustee to be a breach of trust.

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

## 24. Winding Up

- 24.1 The Trust may be wound up on a unanimous resolution of all the Trustees at a meeting of the Trustees called for that purpose.
- 24.2 In the event of the Trust being wound up and after all liabilities of the Trust have been discharged the Board shall vest in trust for the same general purposes as the Trust, all remaining funds and assets comprising the Trust Fund equally in the regional trusts or organisations created or approved by the Trust in accordance with clause 7.1 (d) or, in the absence of any of those trusts or organisations, some other organisation within New Zealand having purposes which are exclusively charitable and include purposes which the Trustees consider are compatible with and substantially similar to the Purposes, and shall transfer the said funds and assets to such trusts or organisations or organisation for their or its general purposes and the receipt of a proper officer of such trusts or organisations or organisation shall be a sufficient discharge to the Board and the Board will not be bound to further see to the application of those funds and assets.
- 24.3 If the Board is unable to make such decisions the Trust Fund shall be disposed of in accordance with the directions of the High Court under section 27 of the Charitable Trusts Act 1957.

## 25. Governing Law

- 25.1 The Trust shall be governed by and construed in accordance with the laws of New Zealand.

## Signed by

---

Signed by Platform Incorporated by affixing its common seal in the presence of:

---

Authorised Officer

---

Authorised Officer

Signed by \_\_\_\_\_ as Trustee in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed by \_\_\_\_\_ as Trustee in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed by \_\_\_\_\_ as Trustee in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed by \_\_\_\_\_ as Trustee in  
the presence of: \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address