

Application for Incorporation as a Charitable Trust Board -



10054214109

1. We being all the trustees for

North Wellington Resilience Trust

hereby apply to be incorporated as a Board under the provisions of the Charitable Trust Act 1957.

2. We desire the name of the Board to be

North Wellington Resilience Trust

Note: Have you checked that the charitable trust's name is available by conducting a Register Search at www.societies.govt.nz?

3. The Registered Office of the board is to be

This address must be a physical address e.g. 6 Anywhere Street, Somewhereville.

Address:

23 Bachelor Street, Newlands, Wellington

4. The Address for

Communications will be Postal Address (e.g. P O Box) to which Communications from the Registrar may be sent. The email address will not be publicly available.

Address:

23 Bachelor Street, Newlands, Wellington

Email: nwrt@nzrt.org.nz

5. This application is made with the authority of the trustees of the said trust. (Note: this trust is not a society)

6. The said trust is not at present incorporated.

7. The following documents are attached to the application:

- Certified copy of Deed of Trust, and
- Statutory Declaration as per section 10(2)(b) of the Charitable Trusts Act 1957.

Dated this Seventh (day) August (month) 2007 (year)

Your Contact Details

Name and Postal Address:

Jarrod Ceburn
8 Glanmire Road
Newlands
Wellington 6037

Other Details

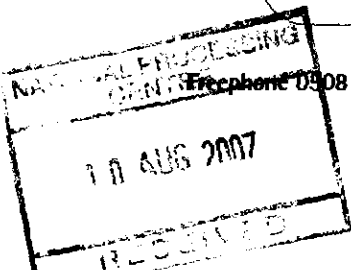
Telephone: 04 4770994

Email: ~~nz~~ @nwrt@nzrt.org.nz

Post To


Charitable Trusts Register
Companies Office
Private Bag 92061
Auckland Mail Centre 1020

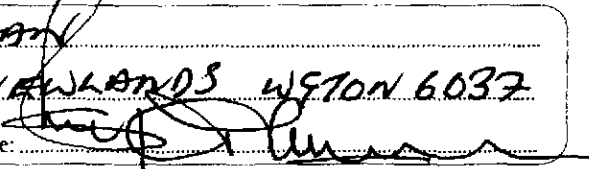
NPC# 1





Signatures of the Trustees who are making application to be Incorporated as a Board

Name of Trust: North Wellington Resilience Trust

Full Name: VRYN SHAW EVANS
Residential Address: 19 BANCROFT TERRACE NEWLANDS, WELLINGTON 6037
Occupation: COMPANY DIRECTOR
Signature: 

Full Name: REGINALD ANDREW McHEAN
Residential Address: 25 PINKERTON GROVE, NEWLANDS, WELLINGTON 6037
Occupation: RESEARCH ANALYST
Signature: 

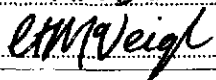
Full Name: JARROD GORDON COLEMAN
Residential Address: 8 Glangire Road, Newlands, Wgtn 6037
Occupation: Senior Advisor
Signature: 

Full Name: James Candillotis
Residential Address: 6 Bancroft Tce Newlands Wellington
Occupation: Driver
Signature: 

Full Name:
Residential Address:
Occupation:
Signature:

Full Name:
Residential Address:
Occupation:
Signature:

Full Name:
Residential Address:
Occupation:
Signature:

Witness to Signatures:
Full Name: Carol McVeigh
Residential Address: 9 KINABOI TCE, NEWLANDS.
Occupation: Accounts Officer.
Signature: 

Statutory Declaration

Supporting the application for Incorporation as a Charitable Trust - Board -

Charitable Trust Name:

North Wellington Resilience Trust

1.

Jarrod Gordon Coburn

of 8 Glamire Road, Newlands, Wellington.

do solemnly and sincerely declare that:

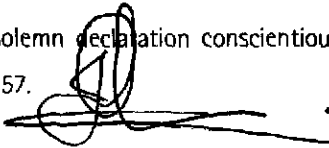
1. I am one of the trustees of

North Wellington Resilience Trust

under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith. (see attached document "A")

2. There are no trusts (other than those) set out in the Deed of Trust under which the said Applicants for Incorporation hold any property.

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act 1957.

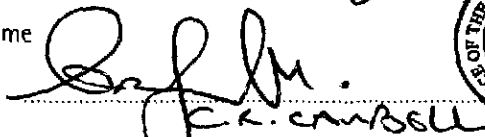


Declared at

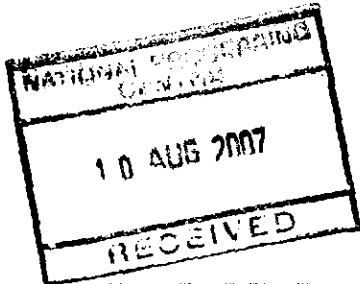
Wellington

this 8th day of August 2007

before me



Justice of the Peace, Solicitor or Notary Public



Charitable Trust Deed for North Wellington Resilience Trust

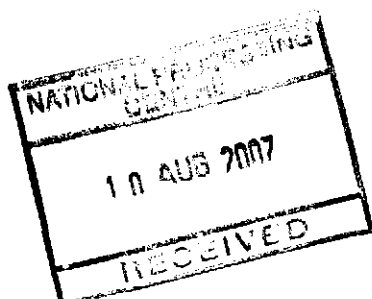
THIS DEED is made the SEVENTH day of AUGUST 2007

BETWEEN

Name	Address	Occupation
Vryn Shaw EVANS	19 Bancroft Terrace, Newlands, Wellington	Company Director
James CANDILIOTIS	6 Bancroft Terrace, Newlands, Wellington	Driver
Reginald Andrew MCLEAN	25 Pinkerton Grove, Newlands, Wellington	Research Analyst
Jarrold Gordon COBURN	8 Glanmire Road, Newlands, Wellington	Senior Advisor

WHEREAS:

- A. The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust") for the purposes described in Clause 3 of this Deed, and
- B. The parties to this deed have agreed to contribute the sum of one dollar each to establish the Trust; and
- C. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.



J.

1. NAME

TE INGOA

1.1 The name of the Trust is NORTH WELLINGTON RESILIENCE TRUST, hereafter called 'the Trust'.

2. PRINCIPLES

MAATAAPONO

2.1 The Trust is committed, in attaining its purposes, to:

- 2.1.1 promoting the concept of resilience within communities;
- 2.1.2 developing and improving the social fabric, disaster preparedness, and resilience of Newlands, Paparangi, Johnsonville East, Grenada Village, Horokiwi, Woodridge, Bellevue, Grenada North, Lancashire Farm, and all areas within the primary area of operation;
- 2.1.3 supporting all races, creeds, ages, and communities of shared experience through education, training, awareness-raising, and encouragement to become resilient; and
- 2.1.4 provide co-ordination for volunteers and volunteer organisations within the primary area of operation, who can contribute to improved resiliency.

3. PURPOSE

WHAAINGA

3.1 The purpose of the Trust will be to support services and agencies who promote resiliency. In particular the Trust will:

- 3.1.1 hold assets – both tangible and intangible – in perpetuity, to be kept in and used first and foremost for the primary area of operation, for purposes of improving the resiliency of the primary area of operation, or for the purpose of operating a Welfare Centre;
- 3.1.2 raise funds, either through philanthropic or other means, to purchase or lease assets, employ staff, market, promote, or otherwise assist the day-to-day operation of volunteer- or community-operated agencies that contribute to improved resiliency in the primary area of operation;
- 3.1.3 promote personal preparedness – whether solely or in joint partnership with any agency, organisation, individual, or business – within the primary area of operation;
- 3.1.4 undertake research, advocacy, and training to promote the principles of the Trust;
- 3.1.5 from time to time, and at the sole discretion of the Trustees, support similar community-operated organisations in the greater Wellington region; and
- 3.1.6 provide other support and assistance consistent with this charitable purpose.

4. ACTIVITIES LIMITED TO NEW ZEALAND
NGA MAHI KI AOTEAROA ANAKE

4.1 The activities of the Trust will be limited to Aotearoa/New Zealand.

5. OFFICE
TARI

5.1 The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

6. THE BOARD OF TRUSTEES
TE RUNANGA WHAKAHAERE

6.1 The Board will comprise of no less than three (3) Trustees and no more than seven (7) Trustees.

6.2 The signatories to this Deed will be the first Board. The Board will appoint a Secretary and a Treasurer from among themselves or from non-trust members (*ex-officio*). 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 positions of Secretary and Treasurer may be combined.

6.3 A person will immediately cease to be a Trustee when she or he resigns in writing, dies, is made bankrupt, is convicted of a crime, or is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.

6.4 The Board will have the power to fill any vacancy that arises in the Board or to appoint any additional trustees subject to clause 6.1.

6.5 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.

6.6 The Board may, by a motion decided by a two-thirds ($\frac{2}{3}$) 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.

6.7 The name of the Board will be North Wellington Resilience Trust. This name may be shortened to "NWRT" at the discretion of the Trustees,

7. MEETINGS OF THE BOARD
NGA HUI O TE RUNANGA WHAKAHAERE

7.1. The procedure for Board meetings will be as follows:

7.1.1 A quorum will be at a minimum two (2) or at least half of its members, whichever is greater.

7.1.2 If a Trustee, including an office-bearer, does not attend three (3) consecutive meetings of the Board without leave of absence that member may, at the discretion and on decision of the Board, be removed as a Trustee, and/or from any office of the Trust which she or he holds.

- 7.1.3 All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands, unless otherwise determined by the Board.
 - 7.1.4 If the voting is tied, the motion will be lost.
 - 7.1.5 In the absence of the Chairperson, the Board will elect a person to chair the meeting from among the Trustees present.
- 7.2 The Board will formally meet at least once a year, this being for the specific purpose outlined in Part 11.2 of this deed. Meetings may be held in person or by any other means of communicating as decided on by the Board from time to time. The Secretary will ensure that all members of the Board are notified of formal meetings, in writing, with a minimum of fourteen (14) day's notice.
- 7.3 The Secretary will ensure that a record of minutes is maintained which is available to any member of the Trust and which, for each meeting of the Board, which will show:
- 7.3.1 the names of those present;
 - 7.3.2 all decisions made by the Board; and
 - 7.3.3 any other matters discussed at the meeting.

8. POWERS

TAKETAKE

- 8.1 In addition to the powers provided 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:
- 8.1.1 to use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment;
 - 8.1.2 to purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;
 - 8.1.3 to invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;
 - 8.1.4 to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.
- 8.2 The Trustees must exercise sound and conservative financial judgement, in particular with respect to entering into agreements of debt with another party or parties, and shall not indebt the trust to more debt than it can raise in a financial year.

**9. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES
*KO NGA RAWA HEI PAINGA MO TE IWI***

- 9.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.
- 9.2 No trustee or members of the Trust 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 whatsoever. 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).
- 9.3 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.

**10. POWER TO DELEGATE
*TURU TAKETAKE***

- 10.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done.
- 10.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the terms of the Trust and any terms or conditions of the delegation set by the Board.
- 10.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.
- 10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

**11. FINANCIAL ARRANGEMENTS
*PŪTEA***

- 11.1 The financial year of the Trust will be from 1 July to 30 June.
- 11.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:
- 11.2.1 how money will be received by the Trust;
 - 11.2.2 who will be entitled to produce receipts;
 - 11.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;
 - 11.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and
 - 11.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted.
- 11.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.
- 11.4 The Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.



12. COMMON SEAL
TE TOHE TAKETAKE

- 12.1 The Common Seal of the Board, following its incorporation, will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.
- 12.2 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson (or a trustee acting as the Chair) and one other trustee appointed by the Board.

13. ALTERATION OF THIS DEED
WHAKAREREKĒTANGA TURE

- 13.1 The Trustees may, by consensus or pursuant to a motion decided by a two-thirds majority of votes, by supplemental Deed make alterations or additions to the terms and provisions of this Deed provided that no such alteration or addition will:
- 13.1.1 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
- 13.1.2 be made to the Purpose Clause (3), the Activities Limited to New Zealand Clause (4), the Pecuniary Interests Clause (9) or the Disposition of Surplus Assets Clause (15) unless it is first approved in writing by the Department of Inland Revenue or the Charities Commission.

14. MEDIATION & ARBITRATION
TAKAWAENGA

- 14.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' institute of new Zealand Inc.
- 14.2 The mediation shall be terminated by-
- 14.2.1 The signing of a settlement agreement by the parties; or
- 14.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or
- 14.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or
- 14.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.
- 14.3 If the mediation should be terminated as provided in 14.2.2, 14.2.3 or 14.2.4 any dispute or difference arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of

the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties.

15. TRUSTEE LIABILITY

TAUNAHA

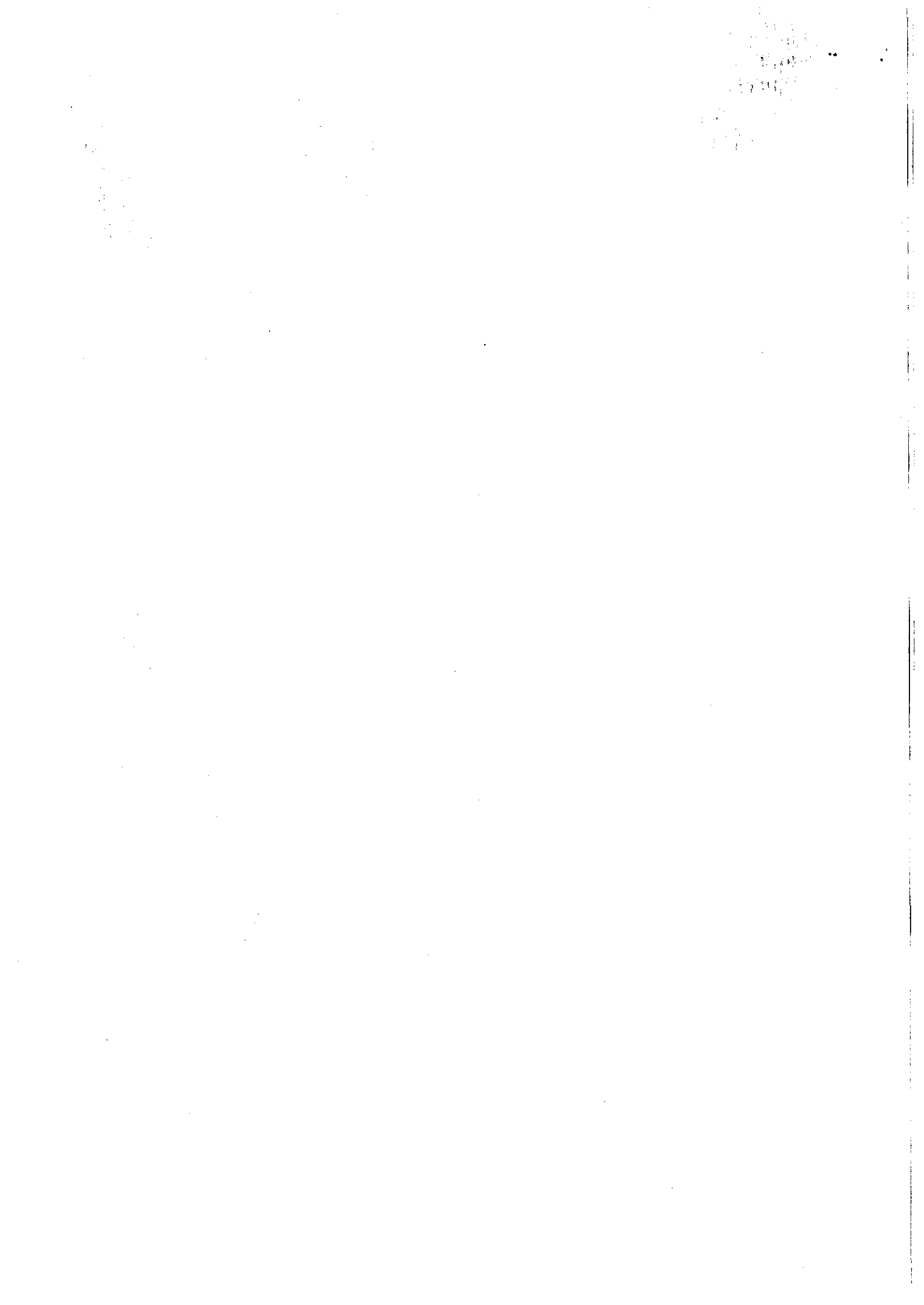
It is declared that:

- 15.1 The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and
- 15.2 They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come;
- 15.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;
- 15.4 No Trustees hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C Trustees Act 1956 (as enacted by the Trustee Amendment Act 1988) (or any statutory replacement or equivalent) unless such loss is attributable:
 - 15.4.1 To his or her own dishonesty; or
 - 15.4.2 To the wilful commission by him or her of an act known by him/her to be a breach of Trust. And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.
- 15.5 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee.
- 15.6 Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.
- 15.7 The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

16. DISPOSITION OF SURPLUS ASSETS

TE TUKU TOENGA RAWA

- 16.1 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 will be given to other approved charitable organisation/s within New Zealand as the Board will decide. If the Trust is unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.



IN WITNESS OF WHICH this Deed has been executed:

SIGNED by the above named) *[Signature]* VRYN SHAW EVANS.

as Trustee in the presence of:) *[Signature]*

Full Name of Witness Tracy Ann Hurst-Porter

Occupation: Community Worker

Residential address: 6 Ohariu Road, Johnsonville

SIGNED by the above named) *[Signature]* REGINALD ANDREW M'HEAN

as Trustee in the presence of:) *[Signature]*

Full Name of Witness Michele Rowe

Occupation: Home maker

Residential address: 5 Silverpine Ave, Woodridge

SIGNED by the above named) *[Signature]* JARROD GORDON COBURN

as Trustee in the presence of:) *[Signature]*

Full Name of Witness Carol McVeigh


Occupation: Finance Officer

Residential address: 9 KINARORI TCE, NEWLANDS.

"A"

This is the document marked "A" referred to in the annexed declaration of Jarrod Coburn made at Wellington this 8th day of August, 2007 before me

[Signature] C.R. CAMBON



Signed By the above named *[Signature]* Jim Candiotis
 as a trustee of the presence of Michele Rowe
 Full name of witness Home maker,
 Occupation 5 Silverpine Ave, Woodridge
 Residential address *[Signature]*

SCHEDULE ONE***DEFINITIONS***

For the purpose of clarity, definitions for some words used in this document have been included below.

A) “primary area of operation”

means the geographical area in Wellington City defined on the south border as State Highway 2 between Ngauranga Gorge interchange toward Petone; on the west border as State Highway 1 between Ngauranga Gorge interchange toward Porirua; and on the remaining borders as the boundaries of Wellington City Council’s Northern Ward.

B) “communities of shared experience”

a term that defines groups of people that fall outside of standard demographic measurement who, whilst not necessarily cognisant of- or in touch with each other, are part of a recognisable sector that share a commonality and may require special sensitivity, support, or understanding, or who may have networks and contacts that can not easily be accessed by the Trust.

C) “resilience”

is the latent ability of communities to “bounce back” after a serious emergency, disaster, or other event that impacts negatively across a number of people. Identifying, assessing, and managing risks; consulting and communicating about risks; identifying and implementing cost-effective risk reduction; actively undertaking preventative measures; boosting social networking, and monitoring and reviewing the process of resilience all assist with this process.

D) “community-focussed” – means focussed on providing outcomes for communities, with a high degree of community input.

E) “community-operated” – means governed and run by members of the community it serves.

F) “Emergency Welfare Centre”

a community-operated facility run mainly by volunteers, set up to enable effective response and recovery activities for a geographic area in an emergency or disaster. Welfare Centres are located in community buildings. The centres act as a focal point for response and recovery for the communities in the area.