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| **Deed Establishing the**  **Insert name Lions Club Charitable Trust**  Insert name Lions Club Incorporated (Settlor)  Insert names (Trustees) |

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Parties

**……insert name………………………….. Lions Club Incorporated** (**Settlor**)

…………insert name…………………………of…insert town……………………., ………………….insert occupation

……………………………………of……………………….,…………………. ……………………………………of………………………., …..………………….………………..of………………………., ………………….

(**Trustees**)

Background

The Settlor wishes to establish a trust to be known as the insert name Lions Club Charitable Trust for the objects set out in this document.

The Trustees have agreed to act as trustees of the Trust.

This document has been completed by the Settlor and Trustees to establish the terms of the Trust.

Operative provisions

# Definitions and construction

## Definitions

* 1. In this deed, unless the context requires otherwise:

**Charitable Purposes** means every purpose which under the law of New Zealand is charitable.

**Financial Year** means the Financial Year commencing on 1 July and ending on 30 June in the following year or any other Financial Year adopted by the Trustees.

**Person** includes, without limitation, any body corporate, firm, organisation or trust.

**Purposes** means the charitable purposes of the Trust as set out in clause 4 of this deed.

**Related Party** has the same meaning as ‘associated person’, ‘person associated’ and other expressions indicating the association of persons with each other as defined in sections YB1 to YB 16 of the Income Tax Act 2007.

**Settlor** means insert name Lions Club Incorporated.

**Special Resolution** means a resolution passed at a meeting of Trustees at which not less than three quarters of the Trustees present and voting vote in favour of the resolution.

**Tax Laws** means any of the Inland Revenue Acts as that term is defined for the purposes of the Tax Administration Act 1994.

**Trust** means insert name Lions Club Charitable Trust established by this deed.

**Trustees** means the Trustees for the time being of the Trust Fund, whether original, additional or substituted.

**Trust Fund** means the funds of the Trust, including any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees whether before or after the date of this deed with the intention that it is held by the Trustees subject to the trusts and other provisions set out in this deed.

**Working Day** means a day on which the trading banks are open for business in Wellington.

## Interpretation

* 1. In the construction of this deed, unless the context otherwise requires:
     1. A reference to 'Trustees' is a reference to the trustees for the time being of the Trust Fund whether original, additional or substituted and includes the trustees that sign this deed and any future additional or substituted trustees.
     2. A person includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, Trust, state or agency of state (in each case whether or not having separate legal personality).
     3. Headings are included for convenience only and do not affect the interpretation of this deed.
     4. This deed is binding upon the parties and their respective successors and permitted assignees.
     5. Where the context permits, words describing the singular include the plural and vice versa and words imputing masculine, feminine or neuter gender include all genders.
     6. In this deed, unless the context otherwise requires, any reference to any legislation includes a modification and re-enactment of that legislation or legislation enacted to substitution for any regulation, order in council and other instrument from time to time issued or made under that legislation.
     7. For the avoidance of doubt, this Trust may continue indefinitely in accordance with section 16(6)(a) of the Trusts Act 2019 unless terminated under clause 11.16.

# Establishment of the Trust

* 1. The Settlor settles the sum of $100.00 on the Trustees to be held by them on the terms set out in this document.
  2. The Trustees agree to act as trustees of the Trust on the terms set out in this document.
  3. The Trust shall comprise the Trust Fund from time to time held by or within the control of the Trustees under this document, including the income arising from the Trust Fund and any accumulation of such income.
  4. The Trust Fund shall be held on Trust by the Trustees and shall be managed and administered on the terms contained in this document.
  5. The Trust shall commence on the date of this document and shall continue until terminated under clause 11.16.

# Name of Trust

* 1. The name of the Trust is the insert name Lions Club Charitable Trust.

# Objects and purposes of the Trust

* 1. The objects and purposes of the Trust are Charitable Purposes. Specifically, the objects and purposes of the Trust are:
     1. To promote the improvement of literacy and numeracy through:
  2. The provision of resources to kindergartens, schools and other educational institutions;
  3. The provision of scholarships and prizes for academic achievement; and
  4. Providing assistance to other organisations working to improve literacy and numeracy.
     1. To improve our community by meeting needs of the following through service and fundraising projects:
  5. Needs of the aged or infirm;
  6. Needs of women and children;
  7. Needs of those affected by poverty; and
  8. Public health needs.
     1. To promote the development of leadership and vocational skills in the community through:
  9. The provision and sponsorship of leadership courses to young people; and
  10. Provision of vocational skills training and or support to vocational training institutions.
      1. To improve any of the following:
  11. Public amenities including public halls, libraries, museums, parks and gardens, sporting and pool facilities of a similar nature;
  12. The natural environment;
  13. Protection of human life through rescue and emergency services;
  14. Protection of welfare of animals; and
  15. Social rehabilitation resources.
      1. To provide assistance to other charitable organisations through hands on service, fundraising events and or the provision of sponsorship.
      2. To provide other assistance to our community or other communities in times of disaster.
      3. To otherwise encourage participation in the community on a non-partisan basis.
      4. To support other general charitable purposes within New Zealand.
  16. The Trust’s objects shall only be carried out wholly or principally to benefit people in New Zealand, however the Trustees may carry out activities outside New Zealand to promote the Trust or the humanitarian activities of Lions Clubs International.
  17. The Trust may carry out such other activities which in the opinion of the Trustees further the Purposes of the Trust contained in this clause 4, provided that no such activity would:
      1. Change or cause to be changed, the charitable status of the Trust for taxation purposes;
      2. Permit the Trust Fund to be paid or applied other than to a charitable purpose as defined in the Income Tax Act 2007 or the Charities Act 2005 upon a winding up of the Trust;
      3. Have the result that 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; or
      4. Have the result that the Trust would become either ineligible for registration, or eligible for de-registration, as a charity in New Zealand.
  18. Each of the clauses between 4.1.1 and 4.1.8 (inclusive), except where otherwise expressed, shall be independent in its main purposes and shall not in any way be limited or restricted by reference or inference from the terms of any other of the foregoing clauses and if there is any ambiguity in interpretation, each clause of clauses 4.1.1 and 4.1.8 (inclusive) shall be construed in such a way as to widen and not restrict the powers of the Trustees.

# Trusts of Income and Capital

## Income of the Trust

* 1. The Trustees may with respect to all or any part of the income arising from the Trust Fund for each Financial Year:
     1. Pay, apply, or appropriate from income (to the extent income is available) all expenses and other charges and provisions ordinarily met from income;
     2. Make, retain or charge against income any payments, reserves or provisions necessary or desirable for the proper administration and maintenance of the Trust and the Trust Fund including any appropriate reserves for capital works which the Trustees consider desirable to achieve the objects of the Trust;
     3. Reduce or repay any loans or liabilities of the Trust; and
     4. Pay, apply or appropriate from income such amount as the Trustees decide for or towards one or more of the objects of the Trust.
  2. Any income of any Financial Year not dealt with under clause 5.1 shall be accumulated and added to the capital of the Trust Fund.

## Capital of the Trust

* 1. At any time the Trustees may, or may decide to, pay, apply or appropriate as much of the capital of the Trust Fund as they think fit for or towards one or more of the objects of the Trust. If the Trustees provide for more than one such object they need not treat each object equally. Any payment, application or appropriation of capital may be made either in addition to or in place of any payment, application or appropriation of income.

# Powers of the Trustees

* 1. In addition to the powers conferred on the Trustees by law, the Trustees shall have the widest possible powers and discretions to achieve the objects of the Trust and shall be empowered to exercise all the rights, powers and privileges and may incur all the liabilities and obligations of a natural person of full age and capacity.
  2. Without in any way limiting the wide powers conferred by clause 6.1 the Trustees shall have power to invest the Trust Fund and the income from the Trust Fund not immediately required for the objects of the Trust as the Trustees think fit provided that in making any investment the Trustees exercise the care, diligence and skill required of a prudent Trustee as set out in the Trusts Act 2019.

# Duties of Trustees

## Trustees’ responsibilities

* 1. The Trustees shall take overall control of and responsibility for the governance of the Trust. The Trustees shall perform all of their responsibilities under this deed in a prudent manner and shall exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.
  2. The Trustees shall devote adequate and sufficient time, attention and resources to carry out their obligations under this deed to ensure that the Trust achieves its objectives.
  3. The Trustees shall act in accordance with the objects of the Trust.

## Reporting and financial records

* 1. The Trustees will cause true and full records to be kept in such a manner as they see fit of all receipts, credits, payments and liabilities and all other matters necessary for showing the true state and condition of the Trust Fund. The annual accounts will, if required by the Trustees, be audited by an appropriately qualified person appointed by the Trustees. The accounts will be kept at the Trustees' offices or such other place as the Trustees see fit and will always be open to the inspection of the Trustees.

# Charitable Trusts Act 1957 and the Charities Services

## Incorporation

* 1. The Trustees may after the execution of this document apply for incorporation under the Charitable Trusts Act 1957 and the Trustees are authorised to make such application on behalf of the Trust.

## Common Seal

* 1. Upon incorporation of this Trust in accordance with clause 8.1 the Trustees shall procure a common seal for the Trust and shall provide for its custody. Any documents required to be signed under the common seal shall be attested by any two Trustees.

## Charities Services

* 1. The Trustees may at any time after the execution of this document apply to Charities Services for registration as a charitable entity under the Charities Act 2005.

# Appointment, retirement and proceedings of Trustees

## Number of Trustees

* 1. There shall be not less than four nor more than seven Trustees.

## Termination of office

* 1. The office of a Trustee shall become vacant if the Trustee:
     1. Ceases to be a member in the insert name Lions Club Inc;
     2. Is, under clause , not capable of holding office as a Trustee;
     3. Has resigned from office by giving written notice to the Chairperson, such notice to take effect immediately unless otherwise expressed;
     4. Is removed from office by the Trustees in accordance with clause 9.5;
     5. Is absent from New Zealand for over 12 months without obtaining a leave of absence from the Trustees;
     6. Fails to attend 3 consecutive meetings of the Trustees without giving a reason acceptable to the Trustees;
     7. Has come to the end of his or her term of office and has not been reappointed;
     8. Has retired in accordance with clause 9.6; or
     9. Has died.
  2. The following persons shall not be capable of being appointed or reappointed or continuing to hold office as a Trustee:
     1. An undischarged bankrupt;
     2. An individual who is under the age of 18;
     3. An individual who has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) or an offence under section 143B of the Tax Administration Act 1994; and has been sentenced for that crime within the last 7 years;
     4. An individual who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993;
     5. An individual who is disqualified from being an officer of a charitable entity under section 36B(2) of the Charities Act 2005;
     6. An individual who is subject to a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act;
     7. A mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment Act) 1992;
     8. Any other person disqualified from being an officer of a registered charity under the Charities Act 2005; and
     9. A person to whom the compulsory removal provisions in section 104 of the Trusts Act 2019 apply.

## Appointment of new Trustees

* 1. If the office of Trustee becomes vacant for any reason, the Board for the time being of the insert name Lions Club Inc may appoint a new Trustee or Trustees from amongst the membership of the insert name Lions Club Inc.

## Removal of Trustees

* 1. A Trustee may be removed from office if all of the other Trustees of the Trust resolve, by way of resolution in writing signed by those Trustees, to remove that person from office. The Trustees need not give reasons for removing the Trustee, however in exercising the power of removal, they must:
     1. Act reasonably, having regard to the objects of the Trust;
     2. Consult with the board for the time being of the insert name Lions Club Inc; and
     3. If the removal of the Trustee reduces the number of Trustees to less than the minimum number of Trustees under clause 9.1, only exercise the power of removal in conjunction with the appointment of a replacement Trustee or Trustees.

## Term of office

* 1. Each member of the Trust will serve for a term of office of three years following election. At least two months prior to the second Annual General Meeting of the Trust following acceptance of this deed, the current Trustees will draw a ballot to determine which Trustees will retire at the Annual General Meeting and which Trustees will serve until the subsequent Annual General Meeting. At least one third of the Trustees will retire at the second Annual General Meeting and one third at the third Annual General Meeting. Thereafter retirement shall be by rotation.

## Appointment of chairperson

* + 1. The Trustees shall appoint one of the Trustees to be chairperson of the Trust.
    2. The chairperson of the Trust shall hold the office for a term not exceeding 12 months.
    3. If the chairperson is unable for any reason to perform the chairperson's duties then the Trustees may elect an acting chairperson during the relevant period.
    4. Notwithstanding the provisions of clause 9.6 the Trustees may, by Special Resolution, replace the chairperson with a new chairperson at any time. For the avoidance of doubt, this clause 9.6.4 modifies the default duty contained in section 38 of the Trusts Act 2019 for the Trustees to act unanimously.

## Proceedings of Trustees

* 1. Subject to this deed, the Trustees may meet together for the dispatch of business and may adjourn or otherwise regulate their meetings as they think fit.
  2. At any meeting of the Trustees the chairperson of the Trust shall preside, or in the absence of the chairperson of the Trust the Trustees may elect one of their members to preside.
  3. Decisions of the Trustees shall be decided, if possible, by a consensus of votes.
  4. In the event that a consensus cannot be reached, decisions shall be decided by a majority of votes. In the event of an equality of votes, the chairperson shall have a second or casting vote. For the avoidance of doubt, this clause 9.10 modifies the default duty contained in section 38 of the Trusts Act 2019 for the Trustees to act unanimously.
  5. No business shall be transacted at any meeting unless the required quorum is present at the commencement of business. The quorum for passing a Special Resolution shall be three quarters of the number of Trustees. The quorum for the transaction of any business other than business that requires a Special Resolution shall be a majority of Trustees. For the avoidance of doubt, this clause 9.11 modifies the default duty contained in section 38 of the Trusts Act 2019 for the Trustees to act unanimously.
  6. An act or decision of the Trustees present shall not be invalid by reason only of:
     1. A fault, default or irregularity in, or in connection with, the appointment of a Trustee; or
     2. A vacancy in the number of the Trustees including a vacancy arising because of the failure to appoint a Trustee.
  7. The Trustees shall keep a minute book and shall cause minutes to be kept of all meetings, resolutions and decisions made by them. Minutes purporting to be signed by the chairperson of the Trustees of a meeting shall be receivable as prima facie evidence of the matters contained in such minutes.
  8. The Trustees may, by Special Resolution and subject to the provisions of this deed, adopt, amend, alter or rescind any rules necessary for the proper and efficient management of Trustee meetings and the administration and management of the Trust Fund. For the avoidance of doubt, this clause 9.14 modifies the default duty contained in section 38 of the Trusts Act 2019 for the Trustees to act unanimously.

## Convening of meetings of Trustees

* 1. The Trustees shall hold at least two meetings in each Financial Year.
  2. The chairperson shall convene the meetings of the Trustees.
  3. The chairperson shall convene any additional meetings of the Trustees if the chairperson receives a written request from at least two Trustees. In any such case the Trustees requesting the additional meeting shall provide notice of all motions to be proposed at such meeting. At least two Working Days prior notice of meetings of Trustees shall be given to all Trustees together with notice of the motions to be proposed at the meeting.

## Appointment of committees

* 1. The Trustees may delegate any of their powers and duties under this deed to any committee or committees consisting of such Trustees as the Trustees may appoint for such purpose.
  2. The committee chairperson shall convene committee meetings as required.
  3. Committee minutes and records shall be kept in accordance with clause 9.13.
  4. Committee proceedings shall generally conform to the procedures adopted for meetings of the Trustees.

## Resolution assented to by Trustees

* 1. A resolution in writing signed or assented to by letter, email, facsimile or other written manner, by the necessary number of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees. Any such resolution may consist of several documents in like form either signed or dispatched by any one or more of the Trustees.

## Teleconference meeting of Trustees

* 1. The contemporaneous linking together by telephone or other means of communication of a number of Trustees not less than the quorum (whether or not any one or more of the Trustees is out of New Zealand) shall be deemed to constitute a meeting of Trustees and all the provisions of this deed in respect of such meetings shall apply so long as the following conditions are met:
     1. All Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting, and shall have first received 2 Working Days prior notice of such meeting;
     2. Each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting; and
  2. At the commencement of the meeting each Trustee must acknowledge the Trustee’s presence for the purpose of the meeting to all other Trustees taking part.

# Trustees Powers and Duties

## Trustees Powers

* 1. Subject to the provisions contained in this deed, the Trustees shall, in addition to all other powers conferred by the Trusts Act 2019, and at law, have the widest possible powers and discretions to achieve the Purposes and shall be empowered to exercise all rights, powers and privileges and may incur all the liabilities and obligations of a natural person of full age and capacity.

## Trustees Duties

* 1. **Duty to keep Trust documentation**: each Trustee must keep a copy of this deed and any variations to this deed, and at least one Trustee must keep the other core Trust documentation as provided in section 45 of the Trusts Act 2019 for the duration of their trusteeship in accordance with the provisions of sections 45 to 47 (inclusive) of the Trusts Act 2019.
  2. **Duty to know the terms of the Trust**: the Trustees must know the terms of the Trust.
  3. **Duty to act in accordance with the terms of the Trust**: The Trustees must act in accordance with the terms of the Trust.
  4. **Duty to act honestly and in good faith**: the Trustees must act honestly and in good faith.
  5. **Duty to act for the benefit of the Trust’s Purposes**: the Trustees must hold or deal with Trust property and otherwise act to further the Purposes in accordance with the terms of the Trust.
  6. **Duty to exercise powers for a proper purpose**: the Trustees must exercise their powers for a proper purpose.
  7. **General duty of care**: in administering the Trust, the Trustees must exercise the care and skill that is reasonable in the circumstances having regard to in particular any special knowledge or experience the Trustee has or that the Trustee holds out as having; and if the person acts as a Trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
  8. **Duty to invest prudently**: when exercising any power to invest Trust property, a Trustee must exercise the care and skill that a prudent person of business would exercise in managing the affairs of others, having regard in particular to any special knowledge or experience that the Trustee has or that the Trustee holds out as having; and if the person acts as a Trustee in the course of business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
  9. **Duty not to exercise power for own benefit**: A Trustee must not exercise a power of a Trustee directly or indirectly for the Trustee’s own benefit.
  10. **Duty to consider exercise of power**: A Trustee must consider actively and regularly whether the Trustee should be exercising one or more of the Trustee’s powers.
  11. **Duty not to bind or commit Trustees to future exercise of discretion**: A Trustee must not bind or commit Trustees to a future exercise or non-exercise of a discretion.
  12. **Duty to avoid conflict of interest**: A Trustee must avoid a conflict between the interests of the Trustee and the interests of the beneficiaries of the Trust..
  13. **Duty not to profit**: The duty for a Trustee not to make a profit from their trusteeship of the Trust is modified by clause 11.6 of this deed.
  14. **Duty to act for no reward**: The duty for a Trustee not to take any reward for acting as a Trustee which does not affect the rights of a Trustee to be reimbursed for the Trustee’s legitimate expenses and disbursements in acting as a Trustee, is modified by clause 11.6 of this deed.
  15. **Duty to act unanimously**: The duty to act unanimously where there is more than one Trustee under section 38 of the Trusts Act 2019 has been modified by clauses 9.6.4, 9.10, 9.11, 9.14, 11.15.4 and 11.16.1 of this deed.
  16. The Trustees shall conduct the business and activities of the Trust in an open and transparent manner.
  17. The Trustees shall monitor the activities of the Trust to ensure, subject to clause 10.9, that its assets are used as effectively as possible to achieve the Purposes and to demonstrate to those persons, bodies and agencies which fund and support the Trust’s activities that the funding and support provided is being effectively applied and utilised.

# General Provisions

## Service of notices

* 1. Notices shall be deemed served by one party upon another party:
     1. If posted, two Working Days following posting;
     2. If delivered personally, on the date of service; or
     3. If sent by facsimile or other electronic device, on the date of transmission.

## Receipts

* 1. Any funds allocated to any body or institution may be paid to any responsible officer or member of the body or institution concerned who is recognised by the Trustees as having responsibility for that body or institution. The receipt of such person shall be a full discharge to the Trustees who shall not be bound to see to the further application of the funds.

## Delegation by Trustees

* 1. The Trustees shall have, to the extent permitted by law, full power to appoint officers, employees, managers and agents and to delegate to any officers, employees, managers, agents or to any attorney or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under this deed but without releasing the Trustees from their obligations under this deed. Without affecting the generality of the power of delegation the Trustees may in exercising it:
     1. appoint, by power of attorney, any person to be the attorney or agent of the Trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit and with power for the attorney or agent to sub-delegate any such powers, authorities or discretions; or
     2. appoint, by writing or otherwise, any person to be an officer, employee, manager, agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such officer, employee, manager, agent or sub-agent for any reason as the Trustees think sufficient.

## Remuneration and expenses

* 1. Each Trustee shall be entitled to be reimbursed for fair and reasonable expenditure incurred by him or her on behalf of the Trust, subject in every case to approval by the Trustees.
  2. Subject to clause 11.6, no Trustee will be entitled to remuneration for his or her services as Trustee.
  3. The Trustees may pay reasonable and proper remuneration to any officer, agent, contractor or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust. For the avoidance of doubt, this clause 11.6 modifies the default duties contained in sections 36 and 37 of the Trusts Act 2019 for the Trustees not to profit from trusteeship and to act for no reward, respectively.
  4. The Trustees may take out a Trustees’ indemnity insurance policy or policies in relation to the Trustees and any person employed by the Trustees and to pay the premiums in respect of that policy or those policies out of the Trust Fund.

## Prohibition of benefit or advantage by Related Parties

* 1. In the carrying on of any business by or for the benefit of the Trust, including in the exercise of any power authorising the remuneration of trustees, no benefit or advantage shall be gained by any person who has some control over the business. A Related Party is treated as having some control over the business where that Related Party, in his or her or its capacity as Related Party, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:
     1. the nature or amount of that benefit or advantage; and
     2. the circumstances in which that benefit or advantage is, or is to be, so gained.
  2. For the purposes of clause 11.8:
     1. a person is not treated as having control over the business merely because the person provides professional services to the Trust or the business and the ability to influence arises because the person is a trustee company, a Public Trust or a Maori Trustee or the person provides those services in the course of and as part of carrying on, as a business, a professional public practice.
     2. **carrying on business** (or similar expression) includes a trustee deriving rent, fines, premiums, or any other revenues from an asset of the Trust, where the asset was disposed of to the Trust by the Related Party.
     3. **benefit or advantage** includes:-
  3. any advantage whether in money or convertible into money;
  4. any income (including from business or trade-like activities, employment, dividends, royalties, benefits, pensions, compensation, government grant, property obtained by theft, income from financial instruments, bad debt repayment, foreign company income and foreign investment income);
  5. if the person has disposed of an asset to the Trust, the retaining of an interest in that asset, including if the asset will revert to that person in any circumstances including on the winding up of the Trust;
  6. but does not include the earning of interest where the interest payable is at no more than the current commercial rate, given the nature and term of the loan.
     1. **gained** includes anything afforded, received, gained, achieved or derived.

## Interested Trustees

* 1. It shall be the duty of a Trustee who is in any way directly or indirectly interested in any contract or arrangement or proposed contract or arrangement with the Trustees to declare the nature of his or her interest at a meeting of the Trustees, but failure to do so shall not disqualify the Trustee or invalidate the contract, proposed contract or any other matter in which the interest lies. A Trustee who is interested shall not be entitled to vote on any issue related to the contract, proposed contract or other matter in which the interest lies.
  2. If any question shall arise at any meeting as to the materiality of a Trustee’s interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee voluntarily agreeing to abstain from voting, such question shall be referred to the chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive. A Trustee shall be deemed to have an interest in any matter in which he or she would reasonably be regarded as likely to be influenced materially to prefer interests other than those of the Trust, or any other affected party, for reasons of personal advantage or the advantage of business or family associates.

## Trustees’ indemnity and liability

* 1. The Trustees shall not be liable for:
     1. any losses or liabilities;
     2. any act or acts or attempted act or acts done in exercise of or pursuant to any trust, power or discretion vested in them or reasonably believed by them to be so vested by this deed; or
     3. any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustees under this deed

except losses or liabilities arising from their own dishonesty, wilful misconduct, wilful default, wilful breach of trust, or gross negligence in the carrying out of their legal responsibilities.

* 1. The Trustees, former trustees and every other person acting on behalf of the Trustees, shall be completely indemnified out of the Trust Fund against all proper liabilities and expenses incurred by them in the exercise or attempted and/or purported exercise of the trusts, powers and discretions vested in the Trustees under this deed and in respect of any other matter or thing done or omitted to be done in any way relating to this deed and the Trust. This indemnity shall extend to any payments made to any person whom the Trustees believe to be entitled although it may be subsequently found that the person was not in fact so entitled. The Trustees shall have a continuing lien or charge on the Trust Fund and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity. For the avoidance of doubt, nothing in this clause 11.13 shall give a Trustee or former trustee any indemnity against the Trust Fund for liability for any breach of trust arising from the Trustee’s or former trustee’s dishonesty, wilful misconduct, wilful default, wilful breach of trust or gross negligence.
  2. The liability of the Trustees in connection with this deed or at law, in equity, or on any other basis shall at all times be limited to the Trust Fund.

## Amendment of the Trust

* 1. The Trustees may from time to time by Special Resolution and amending deed or instrument alter, rescind or add to any of the provisions of this deed or its schedules provided that:
     1. at least 14 days’ notice of intention to move any amendment to this deed is given to all Trustees; and
     2. the varied terms do not prejudice:
  2. The Charitable Purposes of the Trust;
  3. The eligibility of the Trust to claim the exemptions under Tax Laws for charitable entities;
  4. The ability of the Trust to remain registered under the Charities Act 2005; and
  5. The restrictions imposed by this clause 11.15.2.
     1. This clause does not authorise any variation to clause 9.4 of this deed.
     2. For the avoidance of doubt, this clause 11.15 modifies the default duty contained in section 38 of the Trusts Act 2019 for the Trustees to act unanimously.

## Winding up of the Trust

* 1. The Trust shall terminate and be wound up and dissolved if:
     1. the Trustees resolve by Special Resolution that the Trust shall be wound up. For the avoidance of doubt, this clause 11.16.1 modifies the default duty contained in section 38 of the Trusts Act 2019 for the Trustees to act unanimously.; or
     2. the Trust is wound up by law.
  2. Following a Special Resolution to wind up the Trust or if the Trust is wound up by law, the Trust Fund or the proceeds resulting from the Trust Fund shall be applied by the Trustees upon the winding up in the following order:
     1. first in meeting all costs, expenses and liabilities of the Trust, including the costs and expenses of winding up the Trust, and setting aside any amount that the Trustees consider necessary or desirable (having regard to generally accepted accounting practices) in respect of any contingent liability of the Trust; and
     2. secondly, in the payment or distribution (by instalments if the Trustees consider appropriate) of the remaining assets of the Trust to any entity or entities registered with Charities Services which in the Trustees' sole discretion has Charitable Purposes similar to the Trust.
  3. Subject to the provisions of clause 11.17, on winding up no part of the Trust Fund shall be paid, applied or transferred except in accordance with the objects and purposes of the Trust, and no private pecuniary profit, benefit or advantage shall be made by any person from the Trust, except in accordance clauses 11.4 to 11.7 inclusive.

## Registered office

* 1. The registered office of the Trust will be determined by the Trustees from time to time by resolution and notified to Charitable Services.

## Governing Law

* 1. This deed is governed by and construed in accordance with the laws of New Zealand and subject to the exclusive jurisdiction of the Courts of New Zealand.

## Dispute Resolution

* 1. In addition to the provisions of the Trust Act 2019 in relation to Court-ordered alternative dispute procedures (ADR) the Trustees shall first attempt to resolve any dispute recognising that it is in the interest of the those benefitted or intended to be benefitted by the activities of the Trustees pursuant to the Trust, to resolve disputes on serious matters in the administration of the Trust (“**Serious Disputes**”) by:
     1. In the event that the Trustees are unable to reach agreement on a Serious Dispute in accordance with clauses 9.7 to 9.11 of this deed (inclusive) after 14 days of a Serious Dispute arising and being notified in writing to the other Trustees, the Trustees shall within a further 7 days refer the matter to Alternative Dispute Resolution (ADR) resolution by a mediator of suitable experience and any ADR agreement reached resolving the dispute between the parties shall be final and binding;
     2. in the event that the Trustees are unable to resolve the dispute at mediation, the Trustees shall refer the dispute to an arbitration pursuant to the Arbitration Act 1996 and such decision and arbitral award of the Arbitrator shall be final and binding on the parties.

# Execution and Date

Executed as a deed.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Signed by  **Insert name Lions Club Inc**  as Settlor in the presence of: | )  ) \_  ) |
| Witness signature: |  |
| Witness name |  |
| Occupation: |  |
| Address: |  |
|  |  |

|  |  |
| --- | --- |
| Signed by  **Insert name**  as Trustee in the presence of: | )  ) \_  ) |
| Witness signature: |  |
| Witness name |  |
| Occupation: |  |
| Address: |  |
|  |  |

|  |  |
| --- | --- |
| Signed by  **Insert name**  as Trustee in the presence of: | )  ) \_  ) |
| Witness signature: |  |
| Witness name |  |
| Occupation: |  |
| Address: |  |
|  |  |

|  |  |
| --- | --- |
| Signed by  **Insert name**  as Trustee in the presence of: | )  ) \_  ) |
| Witness signature: |  |
| Witness name |  |
| Occupation: |  |
| Address: |  |
|  |  |

|  |  |
| --- | --- |
| Signed by  **Insert name**  as Trustee in the presence of: | )  )  ) |
| Witness signature: |  |
| Witness name |  |
| Occupation: |  |
| Address: |  |
|  |  |