

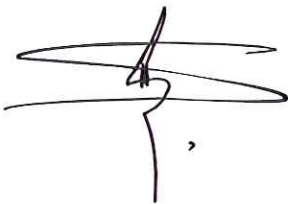
Certificate of Incorporation

SOUTHLAND MULTICULTURAL TRUST

50060187

NZBN: 9429049143256

This is to certify that SOUTHLAND MULTICULTURAL TRUST was incorporated under the Charitable Trusts Act 1957 on the 15th day of March 2021

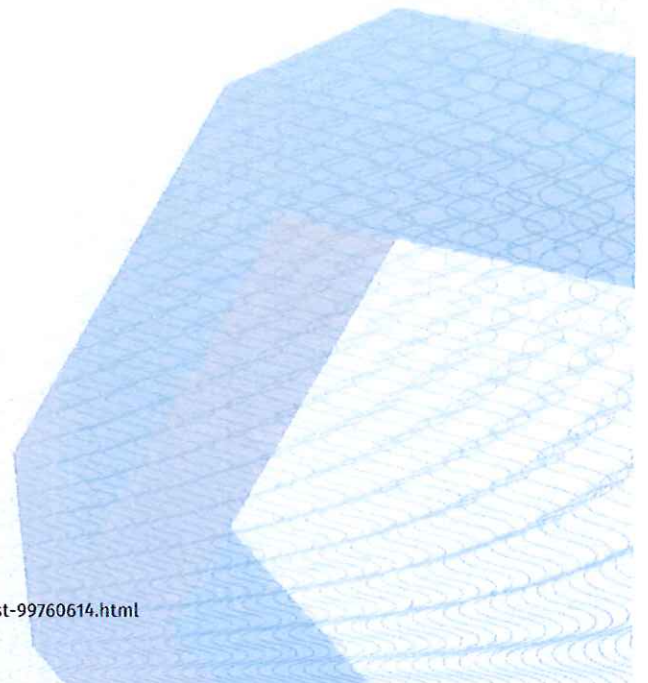


Registrar of Incorporated Societies
23rd day of March 2021



To check the validity of this certificate visit
<https://app.businessregisters.govt.nz/sber-businesses/verify/9429049143256/CharitableTrust-99760614.html>

Certificate generated on 23 March 2021 02:17 PM NZDT



Deed of Charitable Trust – Southland Multicultural Trust

PARTIES

Neill Philip Rumble
Stephen James McGregor
James Akbar Given
Hafswa Saidi Hemed
Melissa Hohepera Hobbs

I hereby certify that this is a true copy of the

Deed of Charitable Trust – Southland Multicultural Trust.

For

Dated this

18

day of

March 2021



JOHN K. FRASER
SOLICITOR
INVERCARGILL

Deed of Charitable Trust – Southland Multicultural Trust

Date:

10 February 2021

PARTIES

Neill Philip Rumble
Stephen James McGregor
James Akbar Given
Hafswa Saidi Hemed
Melissa Hohepera Hobbs

WHEREAS:

- A. The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust") for the purpose described in Clause 2 of this Deed, and
- B. The parties to this Deed have agreed to contribute the sum of \$5.00 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 governance.

1. NAME

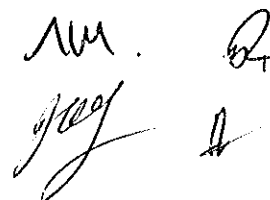
- 1.1 The name of the Trust is the "Southland Multicultural Trust".

2. PURPOSE

- 2.1 The purpose of the Trust will be to promote and protect the interests of ethnic communities and migrants in Southland.

In particular, the Trust will:

- a. Promote goodwill, tolerance and understanding amongst all ethnicities.
- b. Support the rights of all ethnicities to equal opportunities and equitable access to resources that Central Government and Territorial Local Authority agencies manage on behalf of the community.
- c. Promote, preserve, support and share the customs, languages and cultures through education, contact, festivals, liaisons and communication and to affirm the ongoing value and presence of multi-ethnic cultures in Southland.



- d. Facilitate opportunities to educate ethnic communities in Southland about New Zealand legislation and their rights as New Zealand residents / citizens.
- e. Promote joint action and interaction between multi-ethnic groups in Southland.
- f. Enabling of openness amongst ethnic groups to express their commitment to and pride in New Zealand while at the same time protecting and sharing their ethnic heritage and identity.
- g. Represent ethnic communities and offer support if there are concerns surrounding racial discrimination.
- h. Facilitate and raise consciousness amongst ethnic groups of the status of the Maori people as Tangata Whenua and their rights under the Treaty of Waitangi.
- i. Engage in any such activity that is incidental or conducive to the attainment and furtherance of ethnic community interests or any other charitable purpose, which the Trust Board deems desirable.

3. OFFICE

- 3.1 The office of the Trust shall be c/- Community House, 46 Kelvin Street, Invercargill or any such other place as the Trust Board may determine.

4. TRUST BOARD

- 4.1 The Trust Board will comprise no less than 4 and no more than 8 Trustees.
- 4.2 The signatories to this Deed will be the first Trust Board.
- 4.3 With the exception of the first Trustees under this Deed, Trustees shall be appointed by the Trust Board or if required by an independent adjudicator.
- 4.4 The Trustees shall appoint from among themselves a Chairperson.
- 4.5 The Trustees shall also appoint from among themselves or some other persons a Secretary and Treasurer. The positions of Secretary and Treasurer may be combined.
- 4.6 Appointment of office-bearers will be held at the first meeting of the Trust Board following the execution of this Deed or whenever a vacancy occurs.
- 4.7 Trustees appointed office-bearers shall hold office for a term not exceeding 2 years and be eligible for reappointment at the next annual general meeting.
- 4.8 A Trustee shall cease to hold office if the Trustee:

nm *R₂*
galy *B* *H·H*

- a. Resigns by giving written notice;
 - b. Dies;
 - c. Is declared bankrupt;
 - d. Is convicted of an indictable offence without right to further appeal;
 - e. Becomes of unsound mind or is diagnosed as a mentally disordered person on a Compulsory Treatment Order (CTO) within the meaning of the Mental Health (Compulsory Assessment Treatment) Act 1992 or subsequent enactment. However for those deemed to be mentally disordered under the Mental Health Act, should they become well again (and the CTO is revoked within six months of it being issued), the person shall be deemed to have been reinstated to their former role within the Trust if they so wish;
 - f. Has been deemed by unanimous vote of the other Trustees that he or she has failed to fulfil his or her duties as a Trustee;
 - g. Fails to attend 3 consecutive Trust Board meetings without being granted written leave of absence by the Trust Board;
 - h. Becomes disqualified to be an officer of a charity in accordance with the Charities Act.
- 4.9 The Trust Board will have the power to fill any vacancy that arises or to appoint any additional Trustees subject to clause 4.1.
- 4.10 The Trust Board 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 Assets.
- 4.11 The Trust 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.
- 4.12 The Trust Board may, by a motion decided by a two-thirds (2/3) majority of votes, terminate a person's position as a Trustee and member of the Trust Board, if it believes that such action is in the best interests of the Trust.
- 4.13. All Trustees must have the necessary expertise and experience to ensure the Trust Board operates effectively for the purpose of the Trust. Trustees must have regard to the need to appoint persons interested in the Trust Purpose and capable of assisting the Trust to carry out the Trust Purpose by their skill, expertise, profession, standing in the community or other qualification.

5. POWERS

Deed of Charitable Trust – Southland Multicultural Trust

nm *DR*
3
Jay *B*

H.H

- 5.1 The Trust Board shall in addition to all other powers conferred by law have the widest possible powers and discretions to achieve the Purpose of the Trust.
- 5.2 Subject to the provisions of this Deed, the Trust Board shall have all powers over and in respect of the Trust and the Trust Assets which it could exercise if it was the absolute and beneficial owner of the Trust Assets. In particular, the powers which the Trust Board may exercise in order to carry out its charitable purposes are as follows:
- a. To carry on any business, whether in partnership or otherwise, for as long as the Trust Board thinks fit. The Trust Board may use any part of the Trust Assets as capital in the business and may also employ in the business such managers, agents, employees and other persons (including any trustee) as the Trust Board thinks fit. The Trust Board and every member shall be absolutely indemnified out of the Trust Assets for any losses which they may sustain in carrying on such business;
 - b. 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;
 - c. To purchase, sell, lease, or otherwise deal with the Trust Assets on such terms and conditions as the Trust Board thinks fit;
 - d. To invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Trust Board thinks fit;
 - e. 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;
 - f. To appoint committees as expedient to carry out the Purpose of the Trust. Members of any committee need not be a Trustee;

6. TRUST BOARD MEETINGS

- 6.1 The Trust Board will meet at least 6 times per year.
- 6.2 A quorum for meetings shall be at least half of the appointed Trustees.
- 6.3 In the absence of the Chairperson, the Trust Board will elect a person to chair the meeting from among the Trustees present.
- 6.4 All decisions of the Trust Board will if possible be by consensus. In the event that a consensus cannot be reached then a decision will be by simple majority, excepting meetings held under clause 15.1.
- 6.5 Voting shall be by show of hands or oral indication unless a ballot is directed by the Chairperson or required by 2 or more Trustees present at the meeting.

- 6.6 A resolution in writing approved by the Trust Board shall be valid as if it had been passed at a meeting of the Trust Board duly called and held. Any such resolution may consist of several documents in like form each signed by one or more of the Trustees.
- 6.7 A Trustee may give consent to or approve a written resolution by way of, without limitation, email.
- 6.8 The Secretary will ensure that all Trustees are notified of each meeting, either in writing or via email, no less than 7 days prior to the meeting.
- 6.9 A proper written record of all decisions and business transacted at every meeting of the Trust Board shall be kept by the Secretary. The minutes may include notice of the next meeting if fixed at the meeting.
- 6.10 The Trust Board may meet in person or by any means of audio, or audio and visual communication by which all participating Trustees constituting a quorum can simultaneously hear each other throughout the meeting. Voting will be via oral indication.

7. SPECIAL OR GENERAL MEETINGS

- 7.1 Trustees (2 or more) may request a Special or General Meeting at any time by giving written notice to the Secretary stating the reasons for requesting a Special or General Meeting.
- 7.2 The Secretary will give notice of a Special or General Meeting no less than 7 days prior to the meeting.
- 7.3 The notice for a Special or General Meeting will include the reasons for calling the meeting.

8. ANNUAL MEETINGS

- 8.1 Within 6 months of the execution of this Deed and thereafter within 6 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. consider any general business;
 - d. report on the statement of intent for the following year;
 - e. appoint an Auditor who shall not be a Trustee.

mm *R*
Jelly *B* *H.H*
5

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

- 9.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.
- 9.2 No trustee or any person associated with a trustee shall participate in or materially influence any decision made by the Trust Board in respect of any payment to or on behalf of that trustee or associated person of any income, benefit or advantage whatsoever.

10. POWER TO DELEGATE

- 10.1 The Trust 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 Trust 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 Trust Board.
- 10.3 The Trust 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 Trust 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

- 11.1 The financial year of the Trust will be from 1 April to 31 March.
- 11.2 Bank accounts shall be operated on a minimum of two signatures, but one of the signatories must be the Chairperson or the Treasurer.
- 11.3 At the first meeting of the Trust Board in each financial year, the Board will decide by resolution the following:
- a. How money will be received by the Trust;
 - b. Who will be entitled to produce receipts for reimbursement relating to Trust expenses;
 - c. What bank accounts will operate for the ensuing year, including the purposes of and access to such accounts;
 - d. Who will be authorised payment and banking signatories;

W R

Jay H-H

- e. Policy concerning the investment of money by the Trust, including what type of investment will be permitted;
- 11.4 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.
- 11.5 The Trust Board are wholly responsible to ensure that true and full records will be kept, inclusive of all receipts, credits, payments and liabilities.
- 11.6 The Trust Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

12. TAX RETURNS AND ANNUAL RETURNS

- 12.1 The Trust Board shall cause to be prepared or filed with the Inland Revenue Department and Charities Services all necessary tax accounts, annual 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 and Charities Services.

13. DECLARATIONS OF INTEREST

- 13.1 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.
- 13.2 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.

14. REMUNERATION OF TRUSTEES AND PAYMENTS OF EXPENSES

- 14.1 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.

15. COMMON SEAL

- 15.1 The Common Seal of the Trust Board, following its incorporation, will be kept in the custody and control of the Secretary, or such other officer appointed by the Trust Board.
- 15.2 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 Trust Board.

M R
7
Jay B H-H

16. MEDIATION & ARBITRATION

- 16.1 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.
- 16.2 The mediation shall be terminated by-
- a. The signing of a settlement agreement by the parties; or
 - b. 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
 - c. Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or
 - d. The expiry of 60 working days from the mediator's appointment, unless the parties expressly consent to an extension of this period
- 16.3 If the mediation should be terminated 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 and if they should fail to agree within 21 days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

17. TRUSTEE LIABILITY

- 17.1 The Trust Board is liable 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.
- 17.2 The Trustees 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.
- 17.3 No Trustee shall be liable personally for the maintenance, repair, or insurance of any charges on such property.
- 17.4 No Trustee shall be liable for any loss unless such loss is attributable to:

- a. His or her own dishonesty; or
 - b. The wilful commission by him or her of an act known by him/her to be a breach of trust.
- 17.5 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.
- 17.6 The Trustees shall be indemnified 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.

18. ALTERATION OF THIS DEED

- 18.1 The Trustees may by consensus or pursuant to a motion decided by a majority of votes, by supplemental deed make alterations or additions to the terms and provisions of this Deed.
- 18.2 No such alteration or addition may be made to this Deed in any respect which would have the effect of causing the Trust to:
- a. Detract from the exclusively charitable nature of the Trust;
 - b. Result in the distribution of assets on winding up for any purpose that is not exclusively charitable;
 - c. Remove the provision or effect under Clause 10 of this Deed

19. WINDING UP

- 19.1 The Trust may be wound up on a unanimous resolution of all the Trustees at a meeting of the Trust Board called for that purpose.
- 19.2 In the event of the Trust being wound up and after all liabilities of the Trust have been discharged the Thrust Board shall:
- a. Transfer all remaining funds and assets comprising the Trust Assets to another organisation in New Zealand which is exclusively charitable and which has a purpose similar to the Trust.
- 19.3 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 under Section 27 of the Charitable Trusts Act 1957 or any subsequent enactment.

20. GOVERNING LAW

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

21. INCORPORATION

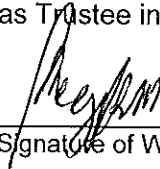
Deed of Charitable Trust – Southland Multicultural Trust

mm R
9 H.H
Jay H

21.1 The Trustees shall immediately apply for incorporation under Part 2 of the Charitable Trusts Act 1957 as a Trust Board under the name "Southland Multicultural Trust".

Signed by Neill Philip Rumble
as Trustee in the presence of:

N. P. Rumble

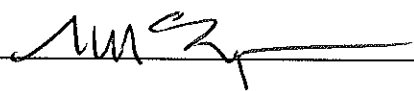

Signature of Witness

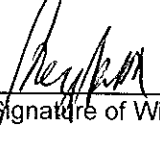
Meggy Bartlett-McBride
Name

Coordinator
Occupation

9 Hinton Court Invercargill
Address

Signed by Stephen James McGregor
as Trustee in the presence of:




Signature of Witness

Meggy Bartlett-McBride
Name

Coordinator
Occupation

9 Hinton Court Invercargill
Address

Signed by James Akbar Given
as Trustee in the presence of:

James Akbar Given

Meggy Bartlett-McBride
Signature of Witness

Meggy Bartlett-McBride
Name

Coordinator
Occupation

9 Hinton Court, Invercargill
Address

Signed by Hafswa Saidi Hemed
as Trustee in the presence of:

Hafswa Saidi Hemed

Meggy Bartlett-McBride
Signature of Witness

Meggy Bartlett-McBride
Name

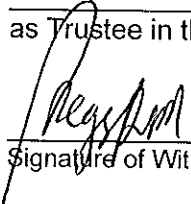
Coordinator
Occupation

9 Hinton Court, Invercargill
Address

Signed by **Melissa Hohepera Hobbs**

as Trustee in the presence of:

 _____



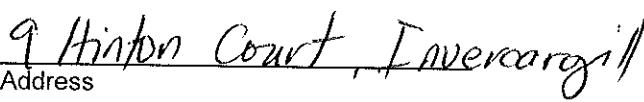
Signature of Witness



Name



Occupation



Address