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RATES REMISSION APPLICATIONS

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Rates Remission Application

Applicant details	
Valuation reference number(s)	13810 174 00, 13810 175 00, 13810 189 01,13810 193 00, 13810 189 22, 13810 189 00, 13810 181 03, 13810 194 00, 13810194 02,13810 180 01, 13810 180 00
Name of organisation	Rangiwahia Environmental Arts Centre Trust
Contact name	Colin Richards
Postal address	2467 Rangiwahia Road Rangiwahia RD54 Kimbolton 4774
Phone	063282823
Email	reacttreasurer@gmail.com
Website	www.rangienviroartscentre.org
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC47676
What was the charity registration date?	16/05/2012
Please upload a copy of proof of charitable status	
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	<p>An incorporated society with charitable status furthering the aims of sustainable practice and community development.</p> <p>To promote Environmental arts projects and community participation in visual arts. To aid and assist communities in realizing their visions for their community event by use of natural resources and reused items.</p> <p>Provide educational outreach on sustainable practices through school visits and workshops, bringing together disparate groups for combined creation of community art.</p> <p>Create a carbon neutral gallery space for free community use</p> <p>Help further understanding of sustainable practices through existing examples and workshop development</p> <p>Bring people together for fun and learning .</p> <p>To create street spectacles by and for the people.</p>

	<p>Develop a volunteer base to sustain the initiatives through skill sharing.</p> <p>Provide a perpetual space for the growing of willow, hazel and chestnut (for sustainable coppicing and use)incorporating a living sculpture landscape art park</p> <p>Create a forum for collaboration between artists - local, national and international-working in the environmental field</p> <p>Make provision for free workshops each year enabling no barrier to learning.</p> <p>Showcase renewable energy both through the carbon neutral centre and by focusing on renewable forms of power for our workshops and lit processional pieces .</p> <p>Use our workshops to introduce alternative technology and renewable power and new ways to more individuals and communities</p> <p>Bring people together for fun and learning.</p> <p>Create street spectacles for and by the community.</p> <p>Raise awareness of environmental issues and positive actions for change.</p> <p>Help further understanding and appreciation of different groups that make up our communities.</p> <p>Promote local pride and engender raising the profile of marginalised groups.</p> <p>Encourage hopes and dreams.</p> <p>Reuse - Recycle - Renew.</p> <p>Help people realise that being involved in their community can be cool.</p>
<p>Demonstrate how the purpose of your organisation aligns with Council’s vision and outcomes</p>	<p>Our Kaupapa ties in with the visions of council rural areas a beautiful sustainable rural landscape that offers outstanding recreational opportunities.</p> <p>we offer workshops , education, host many visitors -teach and showcase sustainability, engage with community and offer recreational engagement.</p> <p>Outcomes aligned with - Environment, attract and retain residents through engagement and opportunities for recreation- free child focused workshops and events.</p>

Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	Free workshops for rural tamariki event support - kimbolton sculpture festival- Local art classes, Artist in residence scheme. Sustainable practice and education. Providing vibrancy to rural areas. Replanting native corridors. Improvement of natural environment for all residents. Educational specialist support for schools and institutions. Connection with Ngati Kauwhata to develop bird corridors.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Centre is open most days. Workshops hosted free of charge to all residents advertised in newsletters. Services offered to all schools in the district. Free workshops have historically been hosted at The library, FADAS, On street such as poppy wreath making. We have many approaches for advice , help and course presentation from many organisations within the district. We miss our involvement with EVENTO. Many visitors to the reserves in rangiwahia extend their trip with a tour of the center and plantings.
Estimated number of active members, clients or participants	members 128 active 63- participants per annum (covid excluded) 4000 active 30000+ engagement.
Do other organisations use your facilities? If yes, please give details of these organisations	Environment network Manawatu, Big brother Big sister Manawatu. Visits from Kindergarten's and schools from within and without district.
Please attach here a copy of your organisation's constitution	react constitution.odt.docx
Finance details	
Please attach here a copy of your most recent audited financial accounts	REACT 2020.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	Lease-REACT (1).pdf
Supporting information	

Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	REACT Letter of support.pdf 1 - Letter of Support, REACT1. Sept 20.pdf
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

RANGIWAHIA ENVIRONMENT ARTS CENTRE TRUST INCORPORATED

PERFORMANCE REPORT FOR THE YEAR ENDED 31 MARCH 2020

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COMPILATION REPORT

Compilation Report to the Trustees of the Rangiwahia Environmental Arts Centre Trust

Scope

On the basis of information you provided we have compiled, in accordance with Service Engagement Standard No. 2: Compilation of Financial Information, the financial statements of Rangiwahia Environmental Arts Centre Trust for the year ended 31 March 2020.

Responsibilities

You are solely responsible for the information contained in the financial statements and have determined that the reporting framework used is appropriate to meet your needs and for the purpose that the financial statements were prepared.

No audit or review engagement undertaken

Our procedures use accounting expertise to undertake the compilation of the financial statements from information you provided. Our procedures do not include verification or validation procedures. No audit or review engagement has been performed and accordingly no assurance is expressed.

Disclaimer

As mentioned earlier in our report, we have compiled the financial information based on information provided to us which has not been subject to an audit or review engagement. Accordingly, neither we, nor any of our employees accept any responsibility for the reliability, accuracy or completeness of the compiled financial information nor do we accept any liability of any kind whatsoever, including liability by reason of negligence, to any person for losses incurred as a result of placing reliance on the compiled financial information.



Wheeler Campbell
Chartered Accountants
Feilding
24 November 2020

RANGIWAHIA ENVIRONMENT ARTS CENTRE TRUST INCORPORATED

ENTITY INFORMATION FOR THE YEAR ENDED 31 MARCH 2020

LEGAL NAME OF ENTITY

Rangiwahia Environmental Arts Centre Trust

TYPE OF ENTITY AND LEGAL BASIS

Charitable Trust

REGISTRATION NUMBER

CC47676

ENTITY'S PURPOSE OR MISSION:

Bring people together for fun and learning.

Create street spectacles for and by the community.

Raise awareness of environmental issues and positive actions for change.

Help further understanding and appreciation of different groups that make up our communities.

Promote local pride and engender raising the profile of marginalised groups.

Encourage hopes and dreams.

Reuse - Recycle - Renew.

Help people realise that being involved in their community can be cool.

This Kaupapa guides us in all activities we undertake in the wider community.

ENTITY'S STRUCTURE:

We have a membership with full voting rights. An executive committee comprising 7-10 members elected yearly at the AGM undertakes governance and day to day operational planning with three elected positions of Chair, Secretary and Treasurer as well as a creative director. REACT (Rangiwahia Environmental Arts Centre Trust) employs a Centre Co-ordinator for five hours a week and employs on a rare casual basis Workshop Leaders for specific projects (these wages are specifically tagged to funded projects).

All our governance board are drawn from our membership and positions elected to the Executive Committee. We have a large body of volunteers of 32, with a core group of 17 who help run workshops and undertake vital roles. We also host visiting international artists and creative people who we involve in ongoing projects or aid in educating local youth.

Our financial subgroup consists of the Treasurer and three other Executive Committee members. We discuss upcoming needs and fiscal matters weekly via internet and meet monthly to review project accounts and plan funding proposals. All subgroup members review accounts via internet banking weekly. All bank accounts require two signatories. Each funded project has its own working budget and is reviewed by the financial subgroup on completion.

We have Executive Committee meetings bimonthly where the financial sub group makes its report. As a Majority Volunteer run organisation, we make every dollar count. Our accounting and project costings are open to inspection by all volunteers and project workers and our membership encourages transparency in all fiscal matters. We pride ourselves on our sustainability and low footprint and this ethos extends to our resources and funding.

MAIN SOURCES OF THE ENTITY'S CASH AND RESOURCES:

Our funding model relies on funds raised from Funding Bodies for targeted projects. Our operation costs are met from user pays programmes and supplemented by funds from charitable trusts. We have a Contractual agreement for provision of services with Palmerston North City Council.

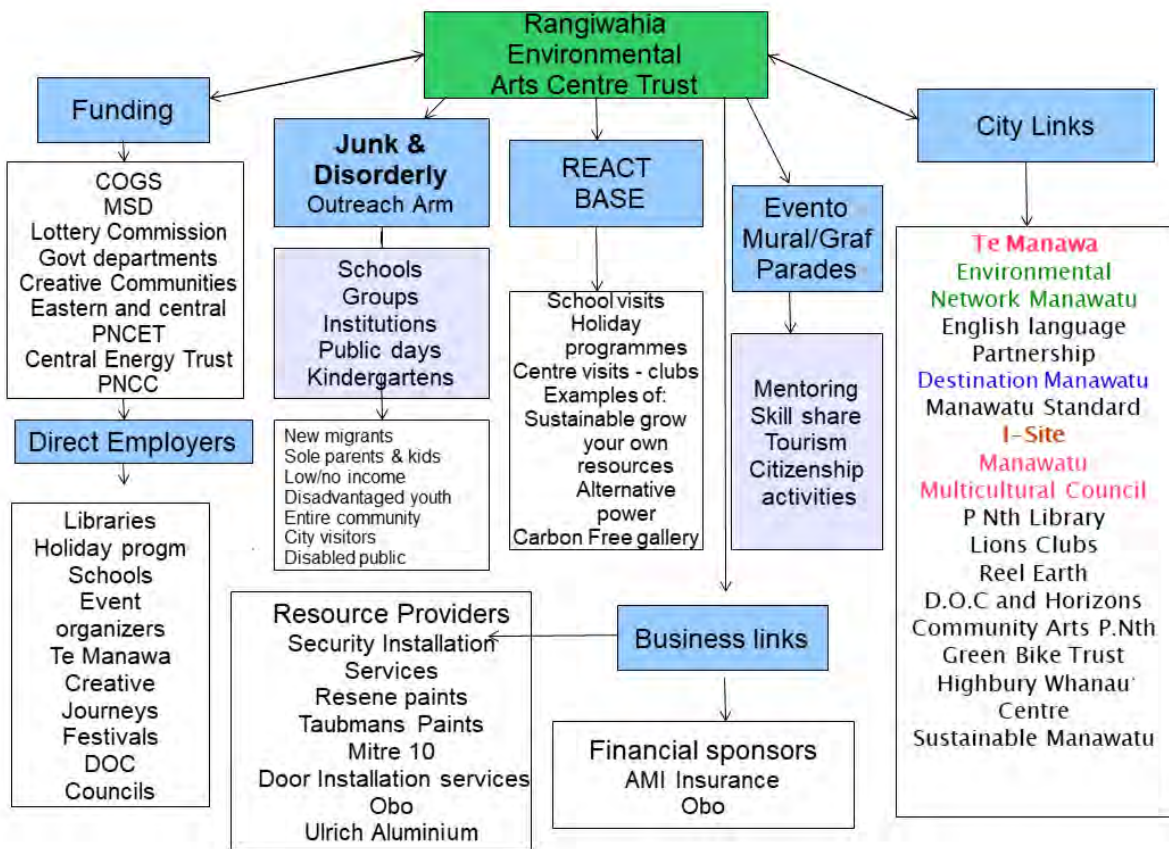
RANGIWAHIA ENVIRONMENT ARTS CENTRE TRUST INCORPORATED

ENTITY INFORMATION FOR THE YEAR ENDED 31 MARCH 2020

MAIN METHODS USED BY THE ENTITY TO RAISE FUNDS:

Executive Committee processes resolutions to seek funding from established funders in response to expressions of interest from community groups for our services or to facilitate programmes offered by the centre and outreach team.

ENTITY'S RELIANCE ON VOLUNTEERS AND DONATED GOODS OR SERVICES:



STATEMENT OF SERVICE PERFORMANCE FOR THE YEAR ENDED 31 MARCH 2020

OUTCOMES

Furthering the aims of sustainable practise and community development through ongoing and new projects.

Provide educational outreach on sustainable practices through school visits and workshops, bringing together disparate groups for combined creation of community art.

Help further understanding of sustainable practises through existing examples and workshop development using collaborative approach with other organisations.

OUTPUTS

The balance of ongoing long-term projects and newly developed collaboration with council and stakeholder groups has allowed continuing development of sustainable practices and delivery of better outcomes.

Highlights of the year were:

Nga Wai Piata Parade element at the Ahi Kaa Matariki celebrations at Whanganui a Tara, for Wellington City Council, with creation of oversized Tohora (Whale) & Whairepo (Stingray) plus Matariki stars. The Matariki celebrations supporting the Okoro Matariki Puanga Bonfire along the Manawatu River in early July, plus the permanent Installation of Ao Tea Roa clouds at Snails Gallery, Palmerston North. An initiative in October to celebrate He Ara Kotahi (the new cycle bridge over the Manawatu River) was the Lit bike ride with supporting public workshops throughout the October school holidays, encouraging emission free travel all around the Manawatu and across the Awa. Koanga Spring Bonfire down at Ahimate beach in November with lighting installations & UV activities.

We hosted our first intern from Toi Whakaari in the lead up to Ahi Kaa Matariki and gained new volunteer helpers during the October lit bike workshops.

The Annual Community Willow Harvest continued at REACT base in July, whilst tree planting days in spring included visiting students from Kyoto, Japan who got involved planting their first ever trees. A grant gained for a mechanised willow stripper has freed up many volunteer hours and released pressure on working hands.

REACT consulted and provided many natural play features including huts and forts for the further development of the Ahimate reserve for PNCC. Kindy kids and families got involved in the making of living willow shelters to shade people over the summer months at Ahimate beach. The public response to these initiatives has been wonderful.

We provided DIY Puppetry workshops onsite for Porirua Waitangi Day celebrations, delivered lantern workshops for the public and creation of the Centrepiece Rat for the Lantern Parade for Festival of Cultures Palmerston North. REACT members and many other volunteers from the community assisted us to manage and deliver another parade for this annual celebration. In addition, the past success of the PNCC Festival of Cultures that REACT has provided numerous giant lanterns and support for during the last 11 years won a local government excellence award.

Disruption of services happened from late March preventing some of our planned annual events including the Kimbolton Sculpture Festival and Cupa Dupa in Wellington.

Throughout the year administration continued to complete fund applications, reports, recruitment, and support for volunteers. Site specific hosting, horticulture and maintenance were attended to in between.

Many network meetings, hui and correspondence helped to continue REACT's work and connections with local and national supporters; REACT members, Rangitane, Big Brothers Big Sisters, English Language Partners, PNCC staff and schools, Environment Network Manawatu, International Pacific College, Funders, Climate and sustainability groups, artists and more.

RANGIWAHIA ENVIRONMENT ARTS CENTRE TRUST INCORPORATED

STATEMENT OF RECEIPTS AND PAYMENTS FOR THE YEAR ENDED 31 MARCH 2020

	Note	2020	2019
Operating Receipts			
Donations, fundraising and other similar receipts	2	6791	25421
Receipts from providing goods and services	3	83698	84134
Other operating receipts	4	22663	15050
Total Operating Receipts		<u>113152</u>	<u>124605</u>
Operating Payments			
Volunteer and employee related payments	5	26831	49175
Payments related to providing goods or services	6	61776	53730
Other operating expenses	7	12469	10994
Total Operating Payments		<u>101076</u>	<u>113899</u>
Operating Surplus or (Deficit)		<u>12076</u>	<u>10706</u>
Increase/(Decrease) in Bank Account and Cash		12076	10706
Bank Accounts and cash at the beginning of the financial year		<u>11100</u>	<u>394</u>
Bank Accounts and Cash at the End of the Financial Year*		<u>23176</u>	<u>11100</u>
Represented by:*			
Kiwibank 00 Account		23030	10809
Kiwibank 01 Account		146	290
Total Bank Account and Cash at the End of the Financial Year		<u>23176</u>	<u>11100</u>

The above statement should be read subject to the Disclaimer of Liability set out on page 1.

RANGIWAHIA ENVIRONMENT ARTS CENTRE TRUST INCORPORATED

NOTES TO THE PERFORMANCE REPORT FOR THE YEAR ENDED 31 MARCH 2020

Note 1: Accounting Policies

Basis of Preparation

Rangiwahia Environment Arts Centre Trust Incorporated is permitted by law to apply PBE-SFR-C (NFP) Public Benefit Entity Simple Format Reporting - Cash (Not-For-Profit and has elected to do so. All transactions are reported in the Statement of Receipts and Payments and related Notes to the Performance Report on a Cash Basis.

Goods and Services Tax

Rangiwahia Environment Arts Centre Trust Incorporated is registered for GST. Therefore amounts recorded in the Performance Report are exclusive of GST (if any)

		2020	2019
Note 2: Analysis of Grants			
Donations, fundraising and other similar receipts	Central Energy Trust	-	1050
	DIA COGS	-	1150
	Central Energy Trust	2791	-
	Olive Tree Trust	-	1500
	Palmerston North City Council	-	7000
	Thomas George Macarthy Trust	-	5000
	UNESCO	-	4721
	Wellington Community Trust	4000	5000
	Total	6791	25421
Note 3: Analysis of Receipts			
Receipts from providing goods and services	Projects	76085	77870
	Studio Rent	7613	6263
	Total	83698	84134
Note 4: Analysis of Other Operating Receipts			
Other Operating receipts	GST on receipts	10063	15050
	GST Refunds Received	-	-
	MSD COVID Subsidy	12600	-
	Total	22663	15050
Note 5: Analysis of Volunteer Operating Payments			
Volunteer and employee related payments	Wages	25878	48465
	Volunteer expenses	953	710
	Total	26831	49175

RANGIWAHIA ENVIRONMENT ARTS CENTRE TRUST INCORPORATED

NOTES TO THE PERFORMANCE REPORT FOR THE YEAR ENDED 31 MARCH 2020

	2020	2019
Note 6: Analysis of Providing Goods and Services Payments		
Payments related to providing goods and services		
Administration	2465	183
Communication	2399	2309
Contractors	-	94
Fuel and Oil	3854	4510
Governance/Health Safety	436	1249
Horticultural	4818	746
Insurances	4652	4430
Project Materials	19900	22841
Promotion	-	239
Rates	1146	1173
Repairs and Maintenance	6826	4977
Services	9417	3937
Travel	-	918
Vehicles	5863	6123
Total	61776	53730
 Note 7: Analysis of Other Operating Expenses		
Other Operating Expenses		
GST on Payments	8450	9657
GST Payments Made to IRD	4019	1336
Total	12469	10994

SIGNED by the Tenant *

in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Tenant

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Guarantor *

in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

FIRST SCHEDULE

PREMISES: 2489 Rangiwahia Road, Rangiwahia
(Section 28 Town of Rangiwahia)

CAR PARKS:

TERM: Thirty (30) years

COMMENCEMENT DATE: 1 April 2012

RIGHTS OF RENEWAL: Nil

RENEWAL DATES: Not applicable

FINAL EXPIRY DATE: 31 March 2042

ANNUAL RENT:	Premises	\$ 1.00	plus GST
(Subject to review if applicable)	Car Parks	\$	plus GST
	TOTAL	\$ 1.00	plus GST

MONTHLY RENT:		\$ 1.00	plus GST
RENT PAYMENT DATES:	The 1st day of ^{April} each month commencing on the 1st day of April		2012

RENT REVIEW DATES: ~~(a) Each renewal date.~~
(Delete where appropriate: if neither option is deleted, then option (a) applies)

OR

~~(b) *(insert dates)*.~~

PROPORTION OF OUTGOINGS: (clause 3.1) %

DEFAULT INTEREST RATE: (clause 5.1) % per annum

IMPROVEMENTS RENT PERCENTAGE: (clause 21.2) %

BUSINESS USE: (clause 16.1) Arts and Environmental Centre

LANDLORD'S INSURANCE: (clause 23.1) (1) Cover for fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; and
(Delete or amend extent of cover as appropriate)

~~(2) Cover for the following additional risks:~~

on the following basis:

(a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

OR

~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass).~~

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

OUTGOINGS

(clause 3)

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services, including line charges.
3. Rubbish collection charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Any insurance excess (but not exceeding \$500) in respect of a claim and insurance premiums and related valuation fees (clause 23).
6. Service contract charges for air conditioning, lifts, other building services and security services.
7. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair).
- ~~8. The provisioning of toilets and other shared facilities.~~
9. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
10. Yard and car parking area maintenance and repair charges but excluding charges for structural repairs to any car parking area of the building.
- ~~11. Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~
- ~~12. Management expenses.~~
13. The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004.

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 THE Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Rent Review

- ~~2.1 THE annual rent payable as from each rent review date shall be determined as follows:-~~
- ~~(a) Either party may not earlier than 3 months prior to a rent review date and not later than the next rent review date give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant rent review date:-~~
 - ~~(b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 2.2:-~~
 - ~~(c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply:-~~
 - ~~(d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term:-~~
 - ~~(e) The annual rent agreed, determined or imposed pursuant to this clause shall be the annual rent payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date but subject to clause 2.3 and 2.4:-~~
 - ~~(f) The rent review at the option of either party may be recorded in a Deed:-~~

Rent Determinations

- ~~2.2 IMMEDIATELY following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:-~~
- ~~(a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or~~
 - ~~(b) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:-~~
 - ~~(1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 10 working days of the parties agreeing to so determine the new rent:-~~
 - ~~(2) If the party receiving a notice fails to appoint a valuer within the 10 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties:-~~
 - ~~(3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer:-~~
 - ~~(4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert:-~~
 - ~~(5) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby:-~~

~~When the new rent has been determined the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the parties:-~~

Interim Rent

- ~~2.3 PENDING determination of the new rent, the Tenant shall from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date, until the determination of the new rent pay an interim rent as follows:-~~
- ~~(a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or~~
 - ~~(b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or~~
 - ~~(c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant rent review date:-~~
- ~~but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term:-~~
- ~~The interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment:-~~
- ~~2.4 UPON determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant:-~~

Outgoings

- 3.1 THE Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion thereof as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 THE Landlord may vary the proportion of any outgoing payable to ensure that the tenant pays a fair proportion of the outgoing.
- 3.3 IF any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then such outgoing shall not be payable by the Tenant.
- 3.4 THE outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 THE outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of such reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 AFTER the 31st March in each year of the term or such other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 THE Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.
- 3.8 SUBJECT to clauses 8.1, 16.2 and 21.1 the Tenant shall be liable to pay only those outgoings specified in the First Schedule.
- 3.9 ANY profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 THE Tenant shall pay to the Landlord or as the Landlord shall direct the Goods and Services Tax payable by the Landlord in respect of the rental and other payments payable by the Tenant hereunder. The tax in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 IF the Tenant shall make default in payment of the rental or other moneys payable hereunder and the Landlord becomes liable to pay additional Goods and Services Tax then the Tenant shall on demand pay to the Landlord the additional tax.

Interest on Unpaid Money

- 5.1 IF the Tenant defaults in payment of the rent or other moneys payable hereunder for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.

Costs

- 6.1 THE Tenant shall pay the Landlord's solicitors reasonable costs of and incidental to the preparation of this lease and any variation or renewal or any Deed recording a rent review, the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Landlord's rights remedies and powers under this lease.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 SUBJECT to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

- 8.1 THE Tenant shall (subject to any maintenance covenant by the Landlord) be responsible to:
- (a) **Maintain the premises** and exterior
- In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises including the Landlord's fixtures and fittings in the same clean order repair and condition as they were in at the commencement of this lease and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. ~~In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.~~ Where the premises are damaged by fire flood explosion lightning storm earthquake volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured, then the Tenant is liable for the cost of making good that damage to the extent that:
- (1) the damage was intentionally caused by the Tenant or those for whom the Tenant is responsible;
 - (2) the damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (i) occurred on or about the property; and
 - (ii) constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - (3) any insurance moneys otherwise payable are rendered irrecoverable because of an act or omission of the Tenant or those for whom the Tenant is responsible.

(b) Breakages and Damage

Pay for the repair of all glass breakages and breakage or damage to all doors windows light fittings and power points of the premises and shall keep that portion of the electrical system of the premises from the switchboard to all power outlets in good operating condition;

(c) Painting and exterior

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated when the same reasonably require repainting and redecoration to a specification as approved by the Landlord;

(d) Floor coverings

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of a similar quality when reasonably required by the Landlord; and

(e) Damage or Loss

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

8.2 WHERE the Tenant is leasing all of the property, the Tenant shall:**(a) Maintain yards and fences**

Keep and maintain any surfaced areas and all fences in good order and repair;

(b) Care of grounds

Keep any grounds yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition;

(c) Water and drainage

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed; and

(d) Other works

Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

8.3 THE Tenant shall not be liable for the maintenance or repair of any building service the subject of a service maintenance contract but this clause shall not release the Tenant from any obligation to pay for the cost of any such contract or charges in respect of any such maintenance or repair.

8.4 NOTWITHSTANDING any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises or the Landlord's fixtures and fittings nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 IF the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of clause 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

9.1 THE toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

10.1 THE Tenant shall regularly cause all of the Tenant's rubbish and garbage to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

~~44.1 THE Landlord shall keep and maintain the building, all building services, the Landlord's fixtures and fittings, and the car parks in good order and repair but the Landlord shall not be liable for any-~~

~~(a) Repair or maintenance which the Tenant is responsible to undertake; or~~

~~(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord; or~~

~~(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks; or~~

~~(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing thereof from the Tenant and shall not within a reasonable time thereafter have taken appropriate steps to remedy the same.~~

~~44.2 THE Landlord shall keep and maintain service maintenance contracts for lifts, air conditioning and at the Landlord's option any other building services supplied by the Landlord unless it is the obligation of the Tenant to maintain such contracts.~~

~~44.3 THE Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract if it is an outgoing specified in the First Schedule.~~

Notification of Defects

12.1 THE Tenant shall give to the Landlord prompt notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

13.1 THE Landlord and the Landlord's employees contractors and invitees may at all reasonable times enter upon the premises to view their condition.

Landlord may Repair

- 14.1 IF default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times enter upon the premises to execute such works. Any moneys expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure to the date of payment.

Access for Repairs

- 15.1 THE Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times to enter the premises to carry out repairs to the premises or adjacent premises and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs inspections and work to be carried out with the least possible inconvenience to the Tenant.

USE OF PREMISES**Business Use**

- 16.1 THE Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use:

- (a) not in substantial competition with the business of any other occupant of the property which might be affected by the use;
- (b) reasonably suitable for the premises; and
- (c) complying with the requirements of the Resource Management Act 1991, or any other statutory provisions relating to resource management.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

- 16.2 IF any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 IF the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1 THE tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation thereto other than the rights of use herein provided.

Neglect of Other Tenant

- 18.1 THE Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 THE Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building or the appurtenances thereof without the prior approval in writing of the Landlord but such approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

Additions and Alterations

- 20.1 THE Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord shall authorise any alterations or additions the Tenant will at the Tenant's own expense if required by the Landlord at the end or earlier termination of the term reinstate the premises. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 THE Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act.

Compliance with Statutes and Regulations

- 21.1 THE Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant **PROVIDED THAT:**
- (a) The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises; and
 - (b) The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.

- 21.2 If the Landlord is obliged by any such legislation or requirement to expend moneys on any improvement addition or alteration to the property then the Landlord shall be entitled to charge up to the next rent review date in addition to the rent an annual sum equal to the Improvements Rent Percentage of the amount so expended by the Landlord and the monthly payments of rent shall increase accordingly from the first day of the month in which such improvement addition or alteration is completed. If the Landlord would be obliged to expend an unreasonable amount then the Landlord may determine this lease and any dispute as to whether or not the amount is unreasonable shall be determined by arbitration. In the case of a multi tenancy building, the annual sum payable shall be assessed in respect of a fair proportion of the amount so expended.
- 21.3 The Landlord warrants that allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public at the Commencement Date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the Premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the Premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the Premises to be open to members of the public or allow use of the Premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the Term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the Premises to be open to members of the public and allowing the use of the Premises by members of the public.

No Noxious Use

- 22.1 THE Tenant shall not:
- (a) bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the building or any surfaced area;
 - (b) contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991;
 - (c) use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business; or
 - (d) allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person; and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 THE Landlord shall at all times during the term keep and maintain any buildings on the property insured under a policy of the type shown in the First Schedule and such cover may extend to:
- (a) a 12 month indemnity in respect of consequential loss of rent and outgoings;
 - (b) loss damage or destruction of any of the Landlord's fixtures fittings and chattels; or
 - (c) public liability.

Tenant not to Void Insurances

- 24.1 THE Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- (a) shall make void or voidable any policy of insurance on the property; or
 - (b) may render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause:

In any case where in breach of this clause the Tenant has rendered any insurance less effective or void and the Landlord has suffered loss or damage thereby the Tenant shall forthwith compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 The Landlord will indemnify the Tenant for the cost of making good damage to the property or loss to the Landlord where the Tenant is obligated to pay for making good such damage or loss, to the extent that:
- (a) the damage was not intentionally caused by the Tenant or those for whom the Tenant is responsible;
 - (b) the damage was not the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an indictable offence within the meaning of the Summary Proceedings Act 1957; or
 - (c) the Landlord is (or covenanted with the Tenant to be) insured and the insurance moneys are not rendered irrecoverable in consequence of any act or default of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 IF the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged
- (a) as to render the premises untenable then the term shall at once terminate; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 IF the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents shall be obtainable:
- THEN** the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises and/or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 THE Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) cancel this lease by re-entering the premises at the time or at any time thereafter:
- (a) if the rent shall be in arrear 10 working days after any of the rent payment dates and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007;
 - (b) in case of breach by the Tenant of any covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007;
 - (c) if the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
 - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant; or
 - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000);
- and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 29.1 FAILURE to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 THE acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 30.1 THE Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

REMOVAL OF TENANT'S FIXTURES, FITTINGS AND CHATTELS

- 31.1 THE Tenant may at any time before and will if required by the Landlord at the end or earlier termination of the term remove all the Tenant's fixtures fittings and chattels and make good at the Tenant's own expense all resulting damage and if not removed within 5 working days after the date of termination ownership of the fixtures fittings and chattels may at the Landlord's election pass to the Landlord or the Landlord may in a proper and workmanlike manner remove the same from the premises and forward them to a refuse collection centre.
- 31.2 The cost of making good resulting damage and the cost of removal shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

QUIET ENJOYMENT

- 32.1 THE Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- ~~33.4 IF the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of such notice in breach of this lease (including any maintenance obligations) then the Landlord will grant a new lease for a further term from the renewal date as follows:-~~
- ~~(a) If the renewal date is a rent review date the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clauses 2.1 and 2.2 but such annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term;~~
- ~~(b) Subject to the provisions of paragraph (a) the new lease shall be upon and subject to the covenants and agreements herein expressed and implied except that the term of this lease plus all further terms shall expire on or before the final expiry date;~~
- ~~(c) The annual rent shall be subject to review during the term of the new lease on the rent review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews;~~
- ~~(d) The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice;~~
- ~~(e) Pending the determination of the rent, the Tenant shall pay an interim rent in accordance with clauses 2.3 and 2.4; and~~
- ~~(f) Notwithstanding anything contained in clause 33.1(e) the interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.~~

ASSIGNMENT OR SUBLETTING

such consent to be entirely within the discretion of the Lessee

- 34.1 THE Tenant shall not assign sublet or otherwise part with the possession of the premises or any part thereof without first obtaining the written consent of the Landlord/which the Landlord shall give if the following conditions are fulfilled:
- ~~(a) The Tenant proves to the satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease;~~
- ~~(b) All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants;~~
- ~~(c) In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord;~~
- ~~(d) In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange) a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord; and~~
- ~~(e) The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.~~
- 34.2 WHERE the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 34.3 WHERE any Tenant is a company which is not listed on the main board of a public stock exchange then any change in the legal or beneficial ownership of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the company is deemed to be an assignment of this lease.

UNIT TITLE COVENANTS**Body Corporate**

- ~~35.1 THE expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 ("the Act") in respect of the property.~~

Act and Rules Paramount

- ~~35.2 THIS lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.~~

Insurance

- ~~35.3 UNLESS the rules require the Landlord to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance covers in accordance with the Act.~~

Indemnity

- ~~35.4 THE Tenant's obligation to indemnify the Landlord as herein expressed is extended to include the Body Corporate but only to the extent that the Body Corporate is not fully indemnified under any policy of insurance.~~

Landlord's Obligations

- ~~35.5 THE Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.~~

Consents

- ~~35.6 WHERE in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to any such matter would be necessary under its rules or the Act.~~

Car Parks

- 36.1 THE Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.
- 36.2 THE Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to clauses 26.1 or 27.
- 36.3 THE Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access thereto and in particular shall only use the car parks for the parking of one car per parking space.
- 36.4 THE provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

- 37.1 IF the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, such occupation shall be a periodic tenancy only terminable by 20 working days notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as herein expressed or implied.

Access for Re-Letting or Sale

- 38.1 THE Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:
- (a) any such inspection is at a time which is reasonably convenient to the Tenant;
 - (b) is conducted in a manner which does not cause disruption to the Tenant; and
 - (c) if the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

- 39.1 NO warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

- 40.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

- 41.1 NO waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

- 42.1 THE Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest hereunder.

Notices

- 43.1 ALL notices must be in writing and must be served by one of the following means:
- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
 - (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.
- 43.2 IN respect of the means of service specified in clause 43.1(b)(ii), a notice is deemed to have been served:
- (a) in the case of personal delivery, when received by the addressee;
 - (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
 - (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; or
 - (d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.
- 43.3 IN the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 43.4 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

Arbitration

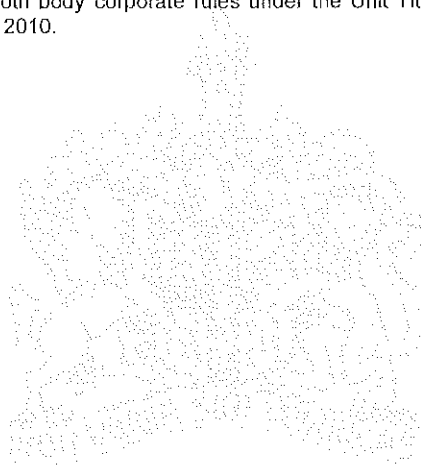
- 44.1 UNLESS any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- 44.2 IF the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the President or Vice President for the time being of the District Law Society of the district within which the premises are situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- 44.3 THE procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable hereunder which remain unpaid or from exercising the rights and remedies in the event of such default prescribed in clause 28.1 hereof.

Interpretation

45.1

IN this lease:

- (a) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant;
- (b) "the property" and "the building" mean the land and building(s) of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development;
- (c) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers;
- (d) "GST" means the Goods and Services Tax;
- (e) "structural repair, alteration or addition" means a repair, alteration or addition to the structure or fabric of the building but excluding building services;
- (f) "renewal" means the granting of a new lease as provided for in clause 33.1;
- (g) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule;
- (h) Where the context requires or admits, words importing the singular shall import the plural and vice versa;
- (i) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees;
- (j) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day;
- (k) Where the Landlord's consent to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent, and
 - (2) must, within a reasonable time of the Landlord's consent being requested:
 - (i) grant that consent; or
 - (ii) notify the Tenant in writing that the consent is withheld;
- (l) "rules" in clause 35 means both body corporate rules under the Unit Titles Act 1972 and body corporate operational rules under the Unit Titles Act 2010.



THIRD SCHEDULE**GUARANTEE**

~~IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor~~

- ~~(a) guarantees payment of the rent and the performance by the Tenant of the covenants in the lease, and~~
- ~~(b) indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.~~

~~THE GUARANTOR covenants with the Landlord that:~~

- ~~1. NO release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.~~
- ~~2. AS between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.~~
- ~~3. THE guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.~~
- ~~4. AN assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.~~
- ~~5. SHOULD there be more than one Guarantor their liability under this guarantee shall be joint and several.~~
- ~~6. THE Guarantee shall extend to any holding over by the Tenant~~

Dated

April 2012

Between

COLIN WILLIAM RICHARDS and
BRIDGETTE KAYE MURPHY

Landlord

and

RANGIWAHIA ENVIRONMENTAL ARTS CENTRE
TRUST INCORPORATED

Tenant



DEED OF LEASE

John W Key
Solicitors
PO Box 392 / DX PA84020
Feilding

REACT

Rangiwahia Environmental Arts Centre Trust Incorporated

2467 RANGIWAHIA ROAD RD54 KIMBOLTON

Constitution

1. Name

The name of the society will be Rangiwahia Environmental Arts Centre Trust Incorporated; in this constitution called "the Society"

1. Principles

The society is a non profit organization acting on charitable principals to provide education and information on sustainable practice in creative projects. The society is not carried on for the private profit of any individual.

The Society is committed to:

2.1 Respecting the dual heritage of the partners of Te Tiriti o Waitangi (the Treaty of Waitangi); and

1.1 Ensuring equal opportunity to all members of the community

1.2 Act within Environmental best practice.

3. Objects

The objects of the Society will be to Promote and foster environmental arts projects and create a centre for use by all in sustainable creation.

3.1 To create a space for Artist and Community use. Using Alternative power and sustainable practices provide a carbon neutral gallery and studio space.

3.2 To host environmental artists local, national and International and facilitate their involvement with community projects;

3.3 To host free workshops allowing further access to the arts by members of the public;

3.4 To provide Education outreach on sustainable practices-through school visits, workshops as well as through the continued development of the centre as a learning tool.

- 1.1** Provision of a perpetual space for the growing and coppicing of resources such as willow ,Hazel,Chestnut incorporating a living sculpture/landscape art park;
- 1.2** To act as a local alternative technology centre promoting low impact living;
- 1.3** To attract funding to further Environmental art or sustainability projects;
- 1.4** To forward the ideas of sustainable practice

4. Powers

The Society will have the following powers:

- 4.1 To use its funds as the Executive Committee thinks necessary or proper in payment of its costs and expenses, including the employment and dismissal of counsel, solicitors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactments.
- 4.2 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 Executive Committee thinks necessary or proper for the purpose of attaining the objects of the Society 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.
- 4.3 To invest surplus funds in any way permitted by law for the investment of incorporated society funds and upon such terms as the Executive Committee thinks fit.
- 4.4 To raise money from time to time with or without security and upon such terms as to priority or otherwise as the Executive Committee thinks fit.
- 4.5 To carry on any business.
 - 1.1** To do all things as may from time to time be necessary or desirable to give effect to and attain the objects of the Society.
 - 1.2** The society does not allow the borrowing of money.

5. Membership

- 5.1 All those persons who were members of the unincorporated society known as Rangiwahia environmental arts centre trust at the date of this constitution being agreed to will be members of the Society.
 - 1.1** Any person who agrees with the objects of the Society may, subject to the Executive Committee's approval, become a probationary member of the Society by application in writing and upon payment of the membership subscription set from time to time by a General Meeting of the Society.

5.3 A register of members of the Society will be maintained by the Secretary in accordance with the provisions of the Incorporated Societies Act, 1908 and subsequent enactments.

5.4 Any person may resign membership of the Society by giving oral or written notice to the Secretary. The Secretary will maintain a record of any resignation.

5.5 If a current subscription has not been paid by a member, membership will cease three (3) months after a subscription has lapsed.

5.6 A probationary member will have no voting rights. A probationary member will be reviewed for membership by the executive.

Expulsion of members

5.6 The procedure for expulsion of members will be as follows:

5.6.1 Any person or organisation may make a complaint to the Executive Committee that the conduct of a member of the Society is or has been injurious to the character of the Society. Every such complaint will be in writing and addressed to the Secretary.

5.6.2 If the Executive Committee considers that there is sufficient substance in the complaint, it may invite the member to attend a meeting of the Executive Committee and to offer a written and/or oral explanation of the member's conduct.

5.6.3 The will give the member at least fourteen (14) days written notice of the meeting. The notice will:

5.6.3.1 sufficiently inform the member of the complaint so that the member can offer an explanation of the member's conduct; and

5.6.3.2 inform the member that if the Executive Committee is not satisfied with the member's explanation the Executive Committee may expel

the member from the Society.

5.6.4 If in the meeting the Executive Committee decides to expel the member from the Society the member will cease to be a member of the Society.

5.6.5 A member expelled by the Executive Committee may within fourteen (14) days give written notice of appeal to the Secretary. The Secretary will then call a Special General Meeting to take place within twenty eight (28) days of receipt of the notice of appeal. If that meeting passes a resolution rescinding the expulsion, the member will be reinstated immediately.

6. General Meetings

"General Meeting" refers to both Annual General Meeting and Special General Meeting, unless otherwise specified.

6.1 The quorum for a General Meeting will be ten (10) members present in person.

6.2 At least fourteen (14) days written notification of each General Meeting will be given to members at the current address for such members recorded in the register of members. It will be the responsibility of members to keep the office of the informed of their contact details.

1.1 Notification of a General Meeting will specify the time, date and place of the meeting. Notification will also describe in a general way all the matters that will arise to be considered and specify what further and more detailed information on these matters is available from the Executive Committee. Full information will be provided concerning any proposed amendments to the constitution or any matter which is the business of a Special General Meeting. Such information will be supplied to any member requesting it.

1.2 Meeting will be chaired by the current Chairperson of the Executive Committee. In the absence of the Chairperson the meeting will elect a person to chair the meeting from among the members present.

6.5 A member may be represented at a General Meeting by a nominee appointed by notice in writing to the Secretary and received by the Secretary before the meeting. A member will have the right at any time to change, withdraw or revoke the appointment of the member's nominee by notice in writing to the Secretary.

6.6 All questions will if possible be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will, unless otherwise specified in this constitution, be made by a majority vote.

6.7 Only current full members will be eligible to vote. Affiliate members will be eligible to attend meetings and speak.

1.1 Voting will be by a show of hands unless members indicate an alternative preference. If any member requests a secret ballot on any vote or election, a secret ballot will be held.

6.9 If voting is tied, the chairperson will have a casting vote.

7. Annual General Meetings

7.1 The Annual General Meeting will be held annually during the months of December, January or February.

7.2 The Annual General Meeting will carry out the following business:

7.2.1 Receive the minutes of the previous Annual General Meeting and of any other General Meeting held since the last Annual General Meeting.

7.2.2 Receive the Executive Committee's report on the activities of the Society over the last year and the proposed priorities and directions for the Society in the current year.

7.2.3 Receive the balance sheet and statement of income and expenditure for the past year and the estimate of income and expenditure for the current year.

7.2.4 Elect the officers and other ordinary members of the Executive Committee of the Society (see section 9.1).

7.2.5 Appoint an auditor of the Society's accounts.

7.2.6 Conduct any other business which may properly be brought before the meeting.

8. Special General Meetings

8.1 Special General Meetings may be called by the Executive Committee or by a written request made by at least five (5) members and delivered to the Secretary. Where the meeting has been called on the written request of five (5) members it will be called within thirty (30) days of the delivery of that request to the Secretary.

1.1 A Special General Meeting will only consider business related to the reason for which it is called, as notified to the members (see section 6.3).

9. Executive Committee

9.1 The Executive Committee will be composed of a Chairperson, Secretary Treasurer and no less than three (3) ordinary members and no more than six (6) ordinary members.

9.2 The Executive Committee will have the power to fill any places vacant following the Annual General Meeting, or any vacancy that arises in the Executive Committee or among its named officers until the next Annual General Meeting.

1.1 Elected members of the Executive Committee will retire at each Annual General Meeting, but will be eligible for re-election at the same and subsequent meetings. Newly elected Executive Committee members will take office immediately upon their election.

9.4 Nominations for elected positions on the Executive Committee, including officer-bearers, may be by way of written nomination signed by a current member and endorsed with the consent of the nominee and given to the Secretary at least seven (7) days before the day fixed for the Annual General Meeting. No nomination may be withdrawn after the date on which nominations close. If there are insufficient nominations to fill the vacant positions on the Executive Committee, oral nominations may be received at the Annual General Meeting, provided that no member will be elected who has not consented to being nominated.

9.5 The procedure for meetings will be as follows:

9.5.1 A quorum will be at least half of its members.

9.5.2 If a member of the Executive Committee, including an office-bearer, does not attend three (3) consecutive meetings without leave of absence that member may, at the discretion and on decision of the Executive Committee, be removed from the Executive Committee .

9.5.3 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.

9.5.4 If the voting is tied, the Chairperson will exercise a casting vote.

9.5.5 Each meeting will be chaired by the Chairperson of the Society or, in her/his absence, by a person appointed by the Executive Committee.

1.1 The Executive Committee will meet at least six (6) times every year. Meetings may be held in person or by any other means of communicating as decided on by the Executive Committee from time to time. All members of the Executive Committee, including office-bearers, will be given at least (7) days notice of the meeting by the Secretary, verbally or in writing.

9.7 The Secretary will ensure that a minute book is maintained which is available to any member of the Society and which, for each meeting of the Executive Committee, records

9.7.1 the names of those present;

9.7.2 all decisions which are required by the constitution or by law to be made by the Society; and

9.7.3 any other matters discussed at the meeting.

9.8 The Executive Committee will at all times be bound by the decisions of the members at General Meetings.

10. Income, Benefit or Advantage to be Applied to Objects

10.1 Any income, benefit or advantage will be applied to the objects of the Society.

10.2 No member of the Society or any person associated with a member shall participate in or materially influence any decision made by the Society in respect of any payment to or on behalf of that member 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)**.

10.3 The provision and effect of this clause shall not be removed from this constitution and shall be implied into any document replacing this constitution.

11. Power to Delegate

11.1 The Executive Committee 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 Executive Committee exercise or perform the delegated powers or duties in the same way and with the same effect as the Executive Committee could itself have done.

11.2 Any committee or person to whom the Society has delegated powers or duties will be bound by the charitable terms of the Society and any terms or conditions of the delegation set by the Executive Committee.

11.3 The Society 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 Executive Committee.

11.4 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 member of the Society.

12. Financial Arrangements

12.1 The financial year of the Society will be from 1 April to 31 March the following year.

12.2 At the first meeting of the Executive Committee following each Annual General Meeting, the Executive Committee will decide by resolution the following:

12.2.1 how money will be received by the Society;

12.2.2 who will be entitled to produce receipts;

12.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

12.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and

12.2.5 policy concerning the investment of money by the Society, including what type of investment will be permitted.

12.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended.

12.4 The Executive Committee may arrange for the accounts of the Society for that financial year to be audited by a person appointed for that purpose.

13. Common Seal

13.1 The Common Seal of the Society will be kept in the custody and control of the Secretary.

13.2 When required, the Common Seal will be affixed to any document following a resolution of the Society and will be signed by the Treasurer and one other person appointed by the Executive Committee.

14. Indemnity

14.1 No Officer or member of the Executive shall be liable for the acts or defaults of any other Officer or member of the Executive or any loss occasioned thereby, unless occasioned by their willful default or by their willful acquiescence.

14.2 The Officers, Executive and each of its members shall be indemnified by the Society for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their willful default.

15. Alteration of Rules

The rules of the Society may only be amended in any way by a 2/3 majority of eligible members personally present at any General Meeting, provided that no addition to or alteration of the objects clause (Section 3), the pecuniary profit clause (Section 10), the activities limited to New Zealand clause (section 17), or the winding up clause (Section 18) will be approved without the prior consent of the Department of Inland Revenue.

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 -

16.2.1 The signing of a settlement agreement by the parties; or

16.2.2 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

16.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or

16.2.4 **The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.**

16.3 If the mediation should be terminated as provided in 16.2.2, 16.2.3, 16.2.4 any dispute or difference arising out of or in connection with this constitution, 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 twenty -one (21) days, then to be appointed by the President of the **Arbitrators' and Mediators' Institute of New Zealand Inc.**

1. Activities

These will be both Hosted in Aotearoa and Internationally

18. Disposition of Surplus Assets

18.1 The Society may be wound up if at a General meeting of its members, it passes a resolution to wind up, and the resolution is confirmed at a subsequent general meeting called together for that purpose and held not earlier than 30 days after the date on which the resolution to be confirmed was passed.

18.2 Any surplus assets after the payment of all outstanding liabilities will be distributed among such community organisations in New Zealand that have similar objects to the Society and as the members will decide in a General Meeting. If the Society is unable to resolve any disagreement over the distribution of surplus assets then the provisions of Section 27 of the Incorporated Societies Act 1908, or the relevant provisions of subsequent enactments, will apply.

29 September 2020

Tēna koutou

Rangiwahia Environment Arts Centre Trust (REACT) application to Auckland City Council

Since Bridgette, Jim, and the REACT teams' mahi in Aotearoa from 2005, Papaioea Palmerston North has been substantially enriched. REACT's ability to navigate between the grassroots and institutional levels has been a testament to their versatility and expertise in public engagement.

REACT has and continues to assist the Papaioea community to develop flagship events that both wow audiences and enable genuine participation. A recent example of this has been the co-creation of the Kōanga Spring Bonfire, which sources logs washed up from Te Awa o Manawatū, diverts them from the landfill, and creates a locally produced event to celebrate the significance of an adjacent Pā site.

REACT are a prime example of community-led placemaking in action:

- They uphold the wairua of each place and community they work with;
- They maintain an innate instinct to manaaki to the whenua and global ecosystem that they have an impact on;
- They reinforce local leadership to strengthen the stock of skills and confidence in the communities they facilitate, often leading to a much broader collective impact from the projects they are involved in than what can be accounted for in reporting;
- They respect the pace and aspirations of the community they serve and respond effectively to those needs.

Through the cultivation and manipulation of sustainable materials in creative workshops and kaupapa REACT have been able to elevate conversations about waste and the cyclical impacts of everyday decisions. Presented in a fun and engaging way, projects such as lantern-making workshops and willow hut-making have allowed mātua and tamariki to spend quality time side by side learning to create things through a consciously sustainable approach.

The hands-on model that REACT uses has breaks down cultural and language barriers. The result has been that REACT workshops and engagements often exceed average diversity in participation expectations. Of particular note are the lantern festivals and 'Big Girls' productions that REACT enable, working with minority groups to make artistic creations that are representative of what they connect to.

Through the lantern festivals REACT has also showcased renewable energy by focusing on renewable forms of power for their workshops and the lit processional pieces. They use their workshops to introduce alternative technology and renewable power with the message of reduce, reuse, renew and demonstrate the practical application of this through their carbon neutral centre.

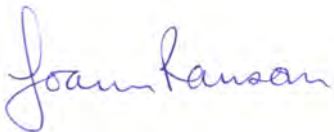
REACT have been in high demand in the central to lower Te Ika a Māui, making staple appearances at significant events and public holidays, however their true skillset and impact has been in the teaching, mentorship, and maramatanga that they bring to schools, community groups, and other parts of society.

Whilst we would love to keep REACT all to ourselves, we think that Tāmaki Makaurau would gain some immense value from their kaupapa. With the level of active leadership in the various communities across Tāmaki Makaurau, we think that the skills gained from REACT's methods will have a great legacy within Auckland City.

The City Council therefore extends our support to the application by REACT, which we hope will receive your positive consideration.

Should you have any queries, please contact me.

Yours sincerely

A handwritten signature in blue ink that reads "Joann Ransom". The signature is written in a cursive, flowing style.

Joann Ransom

COMMUNITY DEVELOPMENT MANAGER



Wednesday, 30 September 2020

To Whom it May Concern!

Rangiwahia Environmental Arts Centre – Mrs Bridgette Murphy

We are delighted to provide this letter of support and endorsement to *Rangiwahia Environmental Arts Centre (REACT)* and *Director Bridgette Murphy* for this new funding application to the 2020 Manawatū Community Grants Scheme.

Ngā Kaitiaki O Ngāti Kauwhata Inc is an Iwi corporation, mandated to represent the best interests of whanau and hapu members o Ngāti Kauwhata residing in and around Feilding and the Manawatu - Rangitikei areas.

Ngā Kaitiaki Inc and Iwi members have been involved with educational and environmental visits to REACT in the past three (3) years. We have come to appreciate the amount of voluntary efforts and contributions on the nearby Rangiwahia and McKinnon reserves, and support the long-term planning and annual festival of lights programme.

Therefore, we are very pleased to recommend REACT and Bridgette Murphy to you, especially in future planting of native scrubs and trees for the named reserves.

Finally, we want to extend our very best wishes to REACT and their future planting programmes in this growing northern Oroua River catchment area

Nga mihi ake

Dennis Emery – Chairperson
On behalf of the Management Committee



Rates Remission Application Form for Charitable Organisations

The purpose of granting rates support is to reduce the rating obligations on those charitable organisations that will benefit the community and who support Council’s Vision and Outcomes.

Applicant Details

Valuation Reference Number/s	1426008400
Full name of organisation	Rongotea Returned Servicemen’s Association Inc.
Contact person	Andrew Quarrie
Daytime phone number	06 3248193

Physical & Postal Address Details

Physical Address	3 Avon Street		
PO Box	87		
Town	Rongotea	Postcode	
Email			

Funding Criteria

Council rates support will be administered annually and may be made for a multi-year term to a maximum of three years. Council may remit rates where the application meets the following criteria:

- Directly links with the Council’s vision statement, outcomes; and
- A rating unit that may be owned by Council or owned and occupied by a charitable organisation, which is used principally for sporting, recreation, art or community purposes; or
- A rating unit that is leased by a charitable organisation for a period of at least one year is used principally for recreation, sporting or community purposes, and where the organisation is liable for the payment of the Council’s rates under the property’s lease agreement.

Definition of “charitable organisation” is a charitable entity which means a society, an institution, or the trustees of a trust that is or are registered as a charitable entity under the Charities Act 2005.

Organisations must have a current income tax exemption certificate.

Organisation Details

Please give a brief description of what your organisation’s objectives are.

- Provide support to ex service personnel
- To host the district’s Anzac Day commemoration

Demonstrate how the purpose of your organisation aligns with Council’s vision, outcomes.

- We host annual Anzac Day commemorations for Rongotea community and surrounding district
 - Provide support for ex service personnel living in the district.
-

Demonstrate how your organisation’s service or services meet the current and future needs of Manawatu District residents.

Over 300 residents attend our service annually.

Demonstrate how accessible your property and the service or services your organisation provides are to Manawatu District residents as well as how these residents are given the opportunity to participate.

- Anzac day service advertised in the local paper and is an annual event everyone is aware of
 - Our hall is used two nights a week by the local Karate Club.
-

Estimated number of active members, clients or participants	12 RSA members
--------------------------------------------------------------------	----------------

Do other organisations use your facilities?

Yes No

If yes, please give details of these organisations.

Yes

Rongotea Karate club train 2 nights per week.

Financial Information

What is your organisation's legal status?	Incorporated Society
What is your Charities Commission registration number?	CC 20275
What is your Charities Commission registration date?	17 December 2007

If you do not have a legal identity, please explain why, name your umbrella group and supply at least three letters in support of your application.

Royal New Zealand Returned Services Association

Does your organisation have its accounts audited each year?

Yes No ✓

If yes, please attach the Audited Accounts for the last financial year including the Auditor's report. If these audited accounts are more than six months old at the time of applying, please also enclose the most recent income and expenditure statement.

If no, please attach a statement of current financial position that includes an income and expenditure statement, or a copy of the unaudited management accounts; and a declaration, signed by two signatories of your organisation, attesting to the accuracy of the financial update included.

Please provide a copy of the following documentation to support your application.

- Your organisation's constitution
- Proof of charitable status and a copy of income tax exemption certificate.
- A copy of a lease agreement of the property (if not owned)

Declaration

- The details in all sections of the application are true and correct to the best of our knowledge.
- We have the authority to commit our organisation to this application to the Manawatu District Council.
- We understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation.

In addition:

- The Council will be advised of any significant change to our finances between the date of this application and the date of decision-making.
- All reasonable information has been provided to support our application.

We understand that the Manawatu District Council:

- Is bound by the Local Government Official Information and Meetings Act 1987.
- We also consent to it recording the personal contact details provided in this application, retaining and using these details.
- We understand that our name and brief details of our organisation may be released to the media or appear in Council documentation.
- We undertake that we have obtained the consent of all people involved to provide these details. We understand that we have the right to have access to this information.
- This consent is given in accordance with the Privacy Act 1993.

1st Signatory

Name	
Position in Organisation	
Signature	
Date	

2nd Signatory

Name	
Position in Organisation	
Signature	
Date	

Final Check

Make sure you have

- Completed all the sections
 - Provided financial details
 - Attached supporting documents
-

Need Help?

Please contact the following if you need advice on your application:

Janine Hawthorn
Community Development Adviser
Manawatu District Council
Telephone 06 323 0000 or
Email janine.hawthorn@mdc.govt.nz

Name of Society: RONGOTEA RSA INC

Balance Sheet for Year Ended 31st December 2020

2019 ASSETS		2020
2,928.67	GENERAL ACCOUNT	3,281.40
7,137.24	TERM DEPOSIT	7,137.24
118,000.00	LAND, HALL & CONTENTS	118,000.00
128,065.91	TOTAL ASSETS	128,418.64
LIABILITIES		
128,065.91	NET EQUITY	128,418.64
REPRESENTED BY		
128,065.91	MEMBERS FUNDS	128,418.64

Name of Society: RONGOTEA RSA INC

GENERAL ACCOUNT - YEAR ENDED 31st DECEMBER 2020

RECEIPTS	2020
BNZ as at 1 January	2928.67
SUBSCRIPTIONS	305.00
DONATIONS	-
BANK INTEREST	108.25
FUNDRAISING	1,365.40
ANZAC POPPIES	-
RAFFLE	1,134.30
HALL HIRE	<u>1,320.00</u>
	7161.62

EXPENDITURE

RATES	1,059.13
INSURANCE	1,020.97
POWER	393.59
CAPITATIONS	595.40
ANZAC ACTIVITIES	-
GENERAL	811.13
BALANCE BNZ 31st December	3,281.40

RONGOTEA RSA INC

RECEIPTS

YEAR ENDING 31 DECEMBER 2020

GENERAL ACCOUNT

Date	Details	BANK	BALANCE	HALL HIRE	FUNDRAISING	INTEREST	SUBS	MISC.	RAFFLE	DONATIONS
3-Jan	Opening Bal	2928.67	2928.67							
3-Jan	NZ Karate	110.00		110.00						
3-Feb	NZ Karate	110.00		110.00						
3-Feb	Interest	34.18				34.18				
13-Feb	Raffle	60.00							60.00	
28-Feb	Interest	1.29				1.29				
2-Mar	NZ Karate	110.00		110.00						
2-Mar	Raffle	460.00							460.00	
1-Apr	NZ Karate	110.00		110.00						
1-May	NZ Karate	110.00		110.00						
4-May	Interest	33.44				33.44				
2-Jun	NZ Karate	110.00		110.00						
10-Jun	Sub	30.00					30.00			
12-Jun	Sub	65.00					65.00			
1-Jul	NZ Karate	110.00		110.00						
30-Jul	Raffle Sub	110.00					60.00		50.00	
3-Aug	NZ Karate	110.00		110.00						
3-Aug	Interest	26.98				26.98				
31-Aug	Interest	0.67				0.67				
1-Sep	NZ Karate	110.00		110.00						
8-Sep	Subs	150.00					150.00			
22-Sep	NZ Karate	95.00						95.00		
1-Oct	NZ Karate	110.00		110.00						
12-Oct	Raffle	195.10							195.10	
12-Oct	Lunch	600.00						600.00		
2-Nov	NZ Karate	110.00		110.00						
2-Nov	Interest	11.69				11.69				
11-Nov	Scrap Metal	60.40						60.40		
11-Nov	Lunch	610.00						610.00		
26-Nov	Raffle	123.20							123.20	
1-Dec	NZ Karate	110.00		110.00						
8-Dec	Firewood raffle	246.00							246.00	
		7,161.62		1,320.00	-	108.25	305.00	1,365.40	1,134.30	-

RONGOTEA RSA INC
EXPENDITURE
YEAR ENDING 31 DECEMBER 2020

DATE	DETAILS	Chq No	BANK	POWER	ANZAC	RATES	GENERAL	INS	CAPITATION
14-Jan	Cottage flowers	1557	100.00				100.00		
15-Jan	Genesis	1558	40.67	40.67					
5-Feb	Genesis	1559	46.34	46.34					
5-Mar	Insurance	1560	1,020.97					1,020.97	
9-Mar	Genesis	1561	39.47	39.47					
28-May	Genesis	1556	35.59	35.59					
29-May	MDC rates	DD	505.56			505.56			
2-Jun	Bank fee	DD	5.00				5.00		
15-Jun	E Baxter	1562	500.00				500.00		
14-Jul	RSA Capitation	1563	241.50						241.50
23-Jul	Genesis	DD	26.99	26.99					
24-Jul	Direct Debit fee	DD	5.00				5.00		
14-Aug	Genesis	DD	37.10	37.10					
28-Aug	MDC rates	DD	254.49			254.49			
14-Sep	Genesis	DD	38.03	38.03					
22-Oct	Horizons	1564	44.62			44.62			
14-Oct	Genesis	DD	37.63	37.63					
11-Nov	Cuba Bakehouse/roof shout	1567	84.13				84.13		
16-Nov	Genesis	DD	35.90	35.90					
16-Nov	RSA Capitation	1565	92.00						92.00
17-Nov	A Quarrie/Trophy specialists	1566	117.00				117.00		
27-Nov	MDC rates	DD	254.46			254.46			
14-Dec	Genesis	DD	55.87	55.87					
24-Dec	Cuba Bakehouse/roof shout	1568	261.90						261.90
			3,880.22	393.59	-	1,059.13	811.13	1,020.97	595.40

3,880.22

Rates Remission Application

Applicant details	
Valuation reference number(s)	14260 011 00
Name of organisation	Rongotea Uniting Parish
Contact name	Wendy Pearce
Postal address	P O Box 136 Rongotea 4865
Phone	0272458808
Email	rongoteauniting@gmail.com
Website	
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC23483
What was the charity registration date?	28 April 2008
Please upload a copy of proof of charitable status	RUP Charities Commission Certificate.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	Our objectives are set out in our Mission Statement which is as follows: "Grow in Christ and make Him known in love and action" The general area of benefit is the wider Rongotea and districts area, including Kopane, Taikorea, Sanson, Kairanga and there are also some older members who now reside in Feilding and Palmerston North.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	Our church provides a place of Christian worship for the people of Rongotea and surrounding districts, and we support our members, many of whom are elderly, as well as others in the community, in their spiritual life and also with practical and pastoral help.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	We aim to encourage people in their Christian faith and in their wider life journey. Our church buildings are available for members of the wider community to use for weddings, funerals, etc. We employ a part time pastoral worker who visits members of the parish and others in the community, meeting a big need in the community, especially among the bereaved and lonely.

Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Our Church Lounge & Hall are available for community groups to use. Our church services are open for all people of the District to attend and our members provide pastoral care and practical support to anybody in the community who need it – not just our members. Our Church services are advertised monthly in the local community newspaper and on the outside of our buildings. For several years, in conjunction with the three other Rongotea churches, we have organised a Light Party, as a Halloween alternative. This has been greatly appreciated by the parents in the district. The Community Christmas Carol Event, held each December, is also well attended by local families.
Estimated number of active members, clients or participants	40 active members & about 100 members on the pastoral roll
Do other organisations use your facilities? If yes, please give details of these organisations	Our Church Lounge is used for meetings occasionally by The Rongotea Horticultural Society and the Rongotea Community Centre.
Please attach here a copy of your organisation's constitution	
Finance details	
Please attach here a copy of your most recent audited financial accounts	2020 Annual Parish Accounts.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	

I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

RONGOTEA UNITING PARISH
Statement of Income and Expenditure
For the Year Ended 30 June 2020

	<i>This Year</i>	<i>Last Year</i>	<i>Budget 2021</i>	<i>Budget 2020</i>
INCOME:				
Offerings	28,390	29,685	27,000	29,000
Donations	2,800	1,290	1,500	1,500
Bequests	0	2,500	0	0
Parish Fair	2,509	0	0	0
Cattle Sales	6,077	0	3,500	2,500
Property Donations	509	274	200	300
Collis Trust Income	132	142	120	130
Interest Received	1,034	1,066	800	900
Manse Rent	8,930	11,180	20,000	11,960
Manawatu District Council - rates grant	566	555	565	500
Contra Rects - CWS Appeal, etc	412	386	0	0
Combined Churches Event Donations	1,565	811	0	0
	<u>\$52,924</u>	<u>\$47,889</u>	<u>\$53,685</u>	<u>\$46,790</u>
EXPENDITURE:				
Ministry - Pastoral Worker Wages	4,191	4,568	5,000	4,800
- Travelling Expenses	1,482	2,289	2,000	2,500
- Lay Preachers & Supply Fees	2,569	4,757	3,000	4,500
- Supervision Fees	120	360	400	400
- ACC Levies	22	(48)	20	50
- Parish Superannuation Contribution	4,952	4,855	4,950	4,950
Rates	3,884	3,446	4,083	3,600
Power	875	824	900	850
Insurance	5,229	5,454	5,500	5,600
UCANZ PSF	3,227	4,044	2,536	3,300
Repairs & Maintenance	4,271	9,384	9,000	7,000
Christian Education	439	80	800	500
Internet Connection	226	0	780	0
Easter Breakfast Expenses (net)	0	103	0	0
Combined Churches Events Expenses	1,294	1,017	500	500
Photocopying, Stationery, Advtg & Sundry	676	295	500	350
Charities Commission Annual Return Fee	44	44	45	45
Levies (Presbytery & Synod)	0	717	0	0
Conference/Forum Registrations	0	791	300	500
Contra Paymts - Christmas Appeal, etc	412	386	0	0
Missionary Support	4,000	4,000	4,000	4,000
Audit Expenses	50	80	50	100
Donations - Tearfund	1,000	1,000	1,000	1,000
Donations - Sundry	200	1,250	1,000	1,000
	<u>39,163</u>	<u>\$49,698</u>	<u>\$46,364</u>	<u>\$45,545</u>
TOTAL PAYMENTS:				
	<u>\$13,761</u>	<u>\$(1,809)</u>	<u>\$7,321</u>	<u>\$1,245</u>
SURPLUS/(DEFICIT) :				

**RONGOTEA UNITING PARISH
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2020**

Current Assets		Last Year
Bank of New Zealand - Cheque Account	4,393	3,591
Bank of New Zealand - 02 Account	399	128
Christian Savings Ltd - Deposit 12 Months to 24.8.20 @ 3.15%	10,335	9,980
The Presbyterian Church Property Trustees PIF - On Call Account	33,312	21,638
GST Refund Due	740	372
	49,179	35,708
 Non Current Assets		
As per schedule		
Land & Buildings	892,407	682,407
Other Assets	6,515	6,224
	898,922	688,631
 Investments		
The Methodist Church of NZ - C B & L Fund	70,529	68,173
The Presbyterian Church Property Trustees PIF	80,074	78,048
	150,603	146,221
 Total Assets	1,098,704	870,561
 NET ASSETS	\$1,098,704	\$870,561
 AS REPRESENTED BY:		
 Restricted Purpose Funds:		
The Methodist Church of NZ - C B & L Fund	70,529	68,173
The Presbyterian Church Property Trustees PIF	80,074	78,048
	150,603	146,221
General Accumulated Funds B/Fwd	724,340	726,149
Add Surplus (Deficit) for Year	13,761	(1,809)
2019 QV Revaluations	210,000	0
	948,101	724,340
	\$1,098,704	\$870,561

**RONGOTEA UNITING PARISH
SCHEDULE OF FIXED ASSETS
AS AT 30 JUNE 2020**

	Date of Purchase	Original Cost	Value 2019	Additions or Sales	Value @ 30/06/2020
Land and Buildings (@ 2019 QV)					
72-74 Thames Street, Rongotea			95,000	90,000	185,000
Church Complex - Thames Street			310,000	(25,000)	285,000
Rongotea Water Scheme Connection	Jun-15	3,445	3,445	0	3,445
					0
13 Mersey Street, Rongotea			86,000	54,000	140,000
Parsonage - Mersey Street			184,000	91,000	275,000
Rongotea Water Scheme Connection	Jun-15	3,962	3,962	0	3,962
			682,407	210,000	892,407
Computers and Office Equipment					
Mitsubishi XL 155OU Data Projector	Aug-09	2,860	74	0	74
Epson Data Projector	Mar-17	1,102	1,102	0	1,102
HP Pavilion Laptop Computer	Jan-19	1,624	1,624		1,624
Epson Printer	Nov-19	291	0	291	291
			2,800	291	3,091
Cordless Microphone	1999	800	0	0	0
Kitchen Oven	Mar-08	1,158	89	0	89
Duette Blinds (Church)	Aug-08	4,769	393	0	393
Piano (Church)		5,000	527	0	527
Sundry Furniture & Fittings		2,409	909	0	909
Spacefold Door (Lounge)	Jul-11	1,925	1,116	0	1,116
Westinghouse Fridge/Freezer	Dec-13	609	390	0	390
			3,424		3,424
			\$688,631	210,291	\$898,922

Certificate of Registration

Rongotea Uniting Parish

Registration number: CC23483

This is to certify that Rongotea Uniting Parish was registered as a charitable entity under the Charities Act 2005 on 28 April 2008.



Chair
Charities Commission



Chief Executive
Charities Commission

Rates Remission Application

Applicant details	
Valuation reference number(s)	1410119200
Name of organisation	Royal NZ Plunket Trust
Contact name	Ross Ballantine
Postal address	C/- Takiwa Finance Team PO Box 126 Palmerston North 4410
Phone	04 470 4905
Email	Ross.Ballantine@plunket.org.nz
Website	
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC54853
What was the charity registration date?	01/01/2019
Please upload a copy of proof of charitable status	CC54853_AnnualReturnSummary_AR003.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	<p>Plunket is the largest provider of free support services for the development, health and wellbeing of children under five in New Zealand. Plunket sees more than 90% of new-borns in New Zealand each year. Plunket has been providing services throughout New Zealand for over 110 years, currently delivered from over 450 locations.</p> <p>Well Child / Tamariki Ora – Plunket's Nurses and Clinical teams provides well child and family and whānau health support services through free home and clinic visits. Plunket offers information, support and developmental assessments of a child at varying stages between birth and 5 years.</p> <p>Plunket visits are an integral part of our service to New Zealand families. Part of our care includes home visits for babies in the early weeks, and then clinic visits thereafter.</p> <p>B4 School checks are free visits available to four and</p>

	five-year-old children. This is the last Plunket check within the Well Child / Tamariki Ora framework before a child commences school. Funding is provided by the New Zealand Government for Well Child services which amounts to about 80 % of our expenditure
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	Plunket is the largest provider of free support services for the development, health and wellbeing of children under five in New Zealand Our services contribute to all local communities not only with Plunket Clinics but with support groups and we also encourage parents from all groups to attend these which provides further networking creating a more caring social environment. Our Nurses are supporting the entire community both urban and rural and can refer people to other support providers if required.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	RNZ Plunket has been part of the New Zealand social landscape for 114 years We have modernised our Nurses equipment with investment in up to date technology meaning we are future proofed and can maintain providing the community service as we do now more effectively with the new equipment
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	RNZ Plunket has numerous clinics throughout New Zealand and a large volunteer force made up of local people We also run Antenatal, 1st Aid, new parents groups and Before School checks in various other locations to make access easier
Estimated number of active members, clients or participants	Each nurse has a caseload over 800 so there would be thousands of clients come through that site
Do other organisations use your facilities? If yes, please give details of these organisations	B4 Schools, MidCentral DHB, Oral Health, Viv Morton for carseat recertification, Triple P Parenting sessions, Medi Train for First Aid Sessions
Please attach here a copy of your organisation's constitution	TRUST DEED original signed 2972020.pdf
Finance details	
Please attach here a copy of your most recent audited financial accounts	TRUST Financial Statements June 2020 FULL Signed.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement	

or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	Lease 120 Fergusson St Feilding.pdf
Supporting information	
Is there any other information you would like to share that would support your application?	Lease charges are now under Don Brown whom purchased the property and we pay via invoice by Automatic Payments
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes

I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises: 120 Fergusson Street, Feilding

DATE: The 7th day of *October* 2016

LANDLORD: LINCHURCH PROPERTIES LIMITED at Palmerston North

TENANT: ROYAL NEW ZEALAND PLUNKET SOCIETY INCORPORATED

GUARANTOR: Nil

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

THE GUARANTOR covenants with the Landlord as set out in the Fourth Schedule.



SIGNED by the Landlord *

LINCHURCH PROPERTIES LIMITED
in the presence of:

[Signature]

Witness Signature

Janet Thompson

Witness Name

Manager

Witness Occupation

39 Royal Oak Drive, PN

Witness Address

[Signature]

Signature of Landlord

Timothy John Morosini

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant *

ROYAL NEW ZEALAND PLUNKET SOCIETY
in the presence of: INCORPORATED

[Signature]

Witness Signature

Lalla Smits

Witness Name

Executive Assistant

Witness Occupation

40 Mace St, Wellington 6011

Witness Address

[Signature]

Signature of Tenant

Mark Andrew Rickard

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

M. E. Lake

Signature of Tenant

Helen Christine Lake

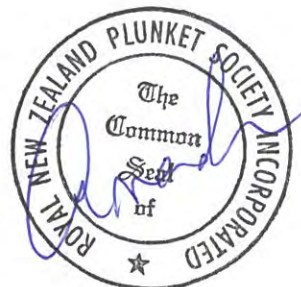
Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page



SIGNED by the Guarantor *

in the presence of:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

“by its director(s)” OR “by its duly appointed attorney”

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.



FIRST SCHEDULE

1. **PREMISES:** All that the Landlord's premises at
120 Fergusson Street, Feilding
2. **CAR PARKS:** Five (5)
3. **TERM:** Three (3) years
4. **COMMENCEMENT DATE:** 1 September 2016
5. **RIGHTS OF RENEWAL:** Two (2) each of three (3) years
6. **RENEWAL DATES:** 1 September 2019, 1 September 2022
7. **FINAL EXPIRY DATE:** 31 August 2025
8. **ANNUAL RENT:** Premises \$ 26,000.00 plus GST
(Subject to review if applicable) Car Parks \$ (included) plus GST
TOTAL \$ 26,000.00 plus GST
9. **MONTHLY RENT:** \$ 2,166.66 plus GST
10. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 1st day
of September 20 16
11. **RENT REVIEW DATES:** 1. Market rent review dates: Nil
(Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
2. CPI rent review dates:
1 September 2018
1 September 2020
1 September 2022
1 September 2024
For the sake of clarity it is recorded that there will be no rental adjustment on renewal dates *
12. **DEFAULT INTEREST RATE:** 12 % per annum
(subclause 5.1)
13. **BUSINESS USE:** Office space and consulting rooms and any other
(subclause 16.1) use permitted by the Manawatu District Council District Plan

* unless a renewal date is also a CPI date.



14. LANDLORD'S INSURANCE:

(subclause 23.1)

(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b); if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

- (a) Full replacement and reinstatement (including loss damage or destruction of windows and other glass);

OR

- ~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass).~~

- (2) Cover for the following additional risks:

- (a) (i) 12 months

OR

- (ii) _____ months

indemnity in respect of consequential loss of rent and outgoings.

- (b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.

- (c) Public liability

15. NO ACCESS PERIOD:

(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

- ~~(2)~~

16. PROPORTION OF OUTGOINGS:

(subclause 3.1)

100 % which at commencement date is estimated to be \$ 6,624.00 **Plus GST per annum**

17. LIMITED LIABILITY TRUSTEE:

(subclause 45.2)

N/A

18. OUTGOINGS:

(clause 3)

- (1) Rates or levies payable to any local or territorial authority.
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
- (3) Rubbish collection and recycling charges.
- (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
- (5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).
- (6) Service contract charges for air conditioning, lifts, other building services and security services.
- (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
- (8) The provisioning of toilets and other shared facilities.
- (9) ~~The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.~~
- (10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.
- (11) ~~Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~
- (12) ~~Management expenses (subject to subclause 3.7).~~
- (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:
- Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.
 - If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with subclause 2.2.
 - If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.
 - The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4.
 - The market rent review at the option of either party may be recorded in a deed.

Rent Determinations

- 2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:
- By one party giving written notice to the other requiring the new rent to be determined by arbitration; or
 - If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.
 - If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
 - The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.
 - The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.
 - Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.
 - The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.
 - If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.

When the new rent has been determined the person or persons determining it shall give written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.

Interim Market Rent

- 2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:
- if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date,

but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.

The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.

- 2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

CPI Rent Review

- 2.5 The annual rent payable from each CPI rent review date shall be determined as follows:
- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:
 $A = B \times (C+D)$
 Where:
 A = the CPI reviewed rent from the relevant CPI rent review date
 B = the annual rent payable immediately before the relevant CPI rent review date
 C = CPI for the quarter year ending immediately before the relevant CPI rent review date
 D = CPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the CPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)
 where (C+D) shall not be less than 1.
- (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI is not published at the relevant CPI rent review date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent review date.
- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date (and in the case where the relevant CPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).
- 2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant CPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

Costs

- 6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

- 8.1 The Tenant shall be responsible to:
- (a) **Maintain the premises**
In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.
 - (b) **Breakages and minor replacements**
Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.
 - (c) **Painting**
Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.
 - (d) **Floor coverings**
Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.
 - (e) **Damage or Loss**
Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.
- 8.2 Where the Tenant is leasing all of the property, the Tenant shall:
- (a) **Care of grounds**
Keep any grounds yards and surfaced areas in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.
 - (b) **Water and drainage**
Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.
 - (c) **Other works**
Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.
- 8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.
- 8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.
- 8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

- 9.1 The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

- 10.1 The Tenant shall regularly cause all of the Tenant's rubbish and recycling to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

- 11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:
- (a) Repair or maintenance which the Tenant is responsible to undertake.
 - (b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.
 - (c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.
 - (d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.
- 11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.
- 11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

- 12.1 The Tenant shall give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES

Business Use

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - reasonably suitable for the premises; and
 - compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.

If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.

- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1 The Tenant shall not:
- Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoing in the First Schedule

Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Shall make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.

Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (è) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 30.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

QUIET ENJOYMENT

- 31.1 The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed-on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
 - All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
 - In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
 - In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.
 - The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

UNIT TITLE PROVISIONS

34.1 Clause 34 applies where the property is part of a unit title development.

Body Corporate

34.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

34.3 This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

34.4 Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

34.5 The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

34.6 The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

34.7 Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

35.1 The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

35.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

38.1 No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- In the case of personal delivery, when received by the addressee.
 - In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- 45.1 If any person enters into this lease as trustee of a trust, then:
- That person warrants that:
 - that person has power to enter into this lease under the terms of the trust; and
 - that person has properly signed this lease in accordance with the terms of the trust; and
 - that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
 - all of the persons who are trustees of the trust have approved entry into this lease.
 - If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - "emergency" for the purposes of subclause 27.5 means a situation that:
 - is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.



THIRD SCHEDULE

FURTHER TERMS (if any)

As attached





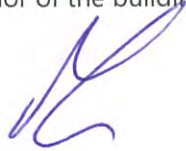

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THIRD SCHEDULE

FURTHER TERMS (if any)

The Landlord agrees to:-

1. Installing safety film to the four reception area windows.
2. Removing the dividing wall between the two meeting rooms.
3. Installing heat pump in rear office.
4. Attending to interior paintwork where required.
5. Area currently in Blue carpet to be replaced.
6. Removing Property Brokers signage and painting from the exterior of the building.



FOURTH SCHEDULE

GUARANTEE

IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- (a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease.
- (b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Landlord that:

1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.
3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.
5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.
6. The Guarantee and indemnity shall extend to any holding over by the Tenant.



FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS

(Subclause 47.1(f))

As attached



A handwritten signature in blue ink, consisting of stylized initials and a flourish.

FIFTH SCHEDULE

LANDLORD'S FIXTURES, FITTINGS AND CHATTELS (if any)

Building Fixtures, Fittings and Chattels:

Public Space:

Reception desk and return and cupboards
4 door wall mounted cupboard with glazed doors
Ceiling fan
Venetian blinds behind reception
Heat pump
The building is Fibre ready
Networking cabinet
Patch connectors

Main Agent's Room:

3 Venetian blinds to the street frontage
Daikin heat pump

Meeting Room One:

Venetian blind

Meeting Room Two:

Venetian blind

Meeting Room Three:

Venetian blind

Toilets:

Storage cupboard
Wall mirror

Central passage:

3 door storage cupboard

Rear Office:

Ceiling fan
Large Venetian blind

Kitchen:

Formica sink bench and cupboard
2 door wall mounted cupboard
Boiler
Corner storage cupboard floor to ceiling and shelving
PABX system behind kitchen door

Rental Room:

Heat pump
Ceiling fan
2 large Venetian blinds

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SIXTH SCHEDULE

PREMISES CONDITION REPORT (Subclause 8.1)



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Dated _____

Between LINCHURCH PROPERTIES LIMITED

and **Landlord**
ROYAL NEW ZEALAND PLUNKET
SOCIETY INCORPORATED

and **Tenant**

Guarantor

DEED OF LEASE

General address of the premises:

120 Fergusson Street, Feilding



ROYAL NEW ZEALAND PLUNKET TRUST
FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2020

PAGE

ROYAL NEW ZEALAND PLUNKET TRUST

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ROYAL NEW ZEALAND PLUNKET TRUST
STATEMENT OF COMPREHENSIVE REVENUE AND EXPENSE
FOR THE YEAR ENDED 30 JUNE 2020

	Notes	2020 \$000	2019 \$000
Income			
Contract Income	5	79,508	71,626
Sponsorship/Donations/Grants Income		7,850	8,130
Donated Goods and Services from Sponsors and Service Providers		2,359	2,260
Other Income		<u>1,903</u>	<u>2,531</u>
Total Income		91,620	84,547
Expenses			
Employee Costs		70,516	63,082
Donated Goods and Services from Sponsors and Service Providers		2,359	2,260
Information, Communication and Technology		4,442	3,971
Property and Equipment		4,418	4,409
Travel		3,514	3,738
Marketing and Promotion Costs		1,337	1,704
Education		332	230
Administration		1,057	1,049
Interest Expense		249	462
Professional Fees	6	1,030	802
Depreciation and Amortisation	8,9	3,467	5,495
Loss on Disposal of Assets	7	<u>883</u>	<u>35</u>
Total Expenses		<u>93,604</u>	<u>87,237</u>
OPERATING (DEFICIT) FOR THE PERIOD		(1,984)	(2,690)
Net Change in Fair Value of Available for Sale Financial Assets		<u>5</u>	<u>3</u>
TOTAL COMPREHENSIVE REVENUE AND EXPENSE FOR THE PERIOD		<u>(1,979)</u>	<u>(2,687)</u>

The notes are an integral part of these financial statements.

ROYAL NEW ZEALAND PLUNKET TRUST
STATEMENT OF CHANGES IN NET ASSETS/EQUITY
FOR THE YEAR ENDED 30 JUNE 2020

	Notes	Accumulated Revenue and Expense 2020 \$000	Accumulated Revenue and Expense 2019 \$000
EQUITY BALANCE AT 30 JUNE 2019		<u>33,053</u>	<u>35,740</u>
Movements for the Period			
Operating (Deficit) for the Period		(1,984)	(2,690)
Net Change in Fair Value of Available for Sale Financial Assets		<u>5</u>	<u>3</u>
EQUITY BALANCE AT 30 JUNE 2020		<u>31,074</u>	<u>33,053</u>

The notes are an integral part of these financial statements.

ROYAL NEW ZEALAND PLUNKET TRUST
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2020

	Notes	June 2020 \$000	June 2019 \$000
CURRENT ASSETS			
Cash and Cash Equivalents	11	1,790	54
Receivables		565	833
Government Contract Exchange Receivable		3,350	680
Prepayments		333	532
Inventory		110	129
Income Accrued		<u>1,568</u>	<u>917</u>
TOTAL CURRENT ASSETS		<u>7,716</u>	<u>3,145</u>
 NON CURRENT ASSETS			
Property, Plant and Equipment	8	<u>39,102</u>	<u>41,845</u>
Intangible Assets	9	<u>8,421</u>	<u>8,883</u>
Other Receivable	10	<u>450</u>	<u>652</u>
Investments			
Fixed Interest Investments		111	140
Shares in Listed Companies		<u>97</u>	<u>91</u>
		<u>208</u>	<u>231</u>
TOTAL NON CURRENT ASSETS		<u>48,181</u>	<u>51,611</u>
 TOTAL ASSETS		 <u>55,897</u>	 <u>54,756</u>

The notes are an integral part of these financial statements.

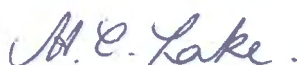
ROYAL NEW ZEALAND PLUNKET TRUST
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2020

	Notes	June 2020 \$000	June 2019 \$000
EQUITY			
TRUST'S FUNDS			
General Funds and Reserves		<u>31,074</u>	<u>33,053</u>
TOTAL FUNDS HELD		<u>31,074</u>	<u>33,053</u>
CURRENT LIABILITIES			
Cash and Cash Equivalents	11	0	195
Payables		3,086	2,498
Accruals		893	558
Employee Entitlements	12	7,908	6,305
Income Received in Advance	13	10,924	9,329
Lease Provision		0	19
Finance Leases	14	<u>881</u>	<u>903</u>
TOTAL CURRENT LIABILITIES		<u>23,692</u>	<u>19,807</u>
TERM LIABILITIES			
Finance Leases	14	531	1,296
Make Good Provision		<u>600</u>	<u>600</u>
TOTAL TERM LIABILITIES		<u>1,131</u>	<u>1,896</u>
TOTAL EQUITY AND LIABILITIES		<u>55,897</u>	<u>54,756</u>

The notes are an integral part of these financial statements.

For and on behalf of the Royal New Zealand Plunket Trust:

24 September 2020



Christine Lake
Chairperson



Alex Skinner
RAAC Chairperson

ROYAL NEW ZEALAND PLUNKET TRUST

STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 30 JUNE 2020

	Notes	2020 \$000	2019 \$000
CASHFLOWS FROM OPERATING ACTIVITIES			
Cash Receipts		89,019	81,595
Interest and Dividends Received		41	50
Interest Paid		(19)	(187)
Cash Paid to Employees and Suppliers		<u>(84,492)</u>	<u>(79,371)</u>
NET CASH INFLOWS / (OUTFLOWS) FROM OPERATING ACTIVITIES		<u>4,549</u>	<u>2,087</u>
CASHFLOWS FROM INVESTING ACTIVITIES			
Proceeds from Sale of Property Plant and Equipment		227	1,334
Proceeds from Sale of Investments		232	106
Acquisition of Intangibles		(1,173)	(423)
Acquisition of Property Plant and Equipment		(763)	(577)
Acquisition of Investments		(1)	(1)
NET CASH INFLOWS / (OUTFLOWS) FROM INVESTING ACTIVITIES		<u>(1,478)</u>	<u>439</u>
CASHFLOWS FROM FINANCING ACTIVITIES			
Repayment of Finance Lease Liabilities		<u>(1,140)</u>	<u>(1,445)</u>
NET CASH INFLOWS / (OUTFLOWS) FROM FINANCING ACTIVITIES		<u>(1,140)</u>	<u>(1,445)</u>
NET INCREASE / (DECREASE) IN CASH AND CASH EQUIVALENTS			
Add Cash at Beginning of Period		(141)	(1,221)
CASH AT END OF PERIOD	11	<u>1,790</u>	<u>(141)</u>

The notes are an integral part of these financial statements.

ROYAL NEW ZEALAND PLUNKET TRUST

STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 30 JUNE 2020

	2020 \$000	2019 \$000
RECONCILIATION OF SURPLUS/(DEFICIT) TO NET CASH FLOW FROM OPERATING ACTIVITIES		
Surplus / (Deficit) for Period	<u>(1,984)</u>	<u>(2,690)</u>
Items not Involving Cash Flows		
Depreciation and Amortisation	3,467	5,496
Interest on Finance Leases	230	275
Realised Loss / (Profit) on Property Plant and Equipment	825	(460)
Realised (Profit) / Loss on Investments	<u>(0)</u>	<u>(17)</u>
	<u>4,522</u>	<u>5,294</u>
Impact of Changes in Working Capital Items	2,011	(517)
Net Cash Inflow / (Outflow) from Operating Activities	<u>4,549</u>	<u>2,087</u>

ROYAL NEW ZEALAND PLUNKET TRUST

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED 30 JUNE 2020

1. REPORTING ENTITY

The Royal New Zealand Plunket Trust (the 'Trust') is a not-for-profit organisation registered under the Charities Act 2005, domiciled in New Zealand, and is a public benefit entity for the purposes of financial reporting in accordance with the Financial Reporting Act (2013). The Trust's registered office and principal place of business is the Plunket Support Office based at 40 Mercer Street, Wellington.

The Trust is New Zealand's largest provider of support services for the development, health and wellbeing of children under five, and works together with families and communities. In the first 1000 days we make the difference of a lifetime. Through its volunteer network, the Trust and Plunket Groups maintain close and responsive links with communities throughout New Zealand. The complementary activities provided by the Plunket Groups include Early Childhood Education Centres, Family Centres, Toy Libraries, Playgroups and Parenting Education.

2. BASIS OF PREPARATION

a) Statement of Compliance

The financial statements have been prepared in accordance with New Zealand Generally Accepted Accounting Practice ("NZ GAAP"). They comply with Public Benefit Entity International Public Sector Accounting Standards (PBE Standards) and other applicable Financial Reporting Standards, as appropriate for Tier 1 not-for-profit public benefit entities. As a registered charity, the Trust is required to prepare financial statements in accordance with NZ GAAP as specified in standard XRB A1. The Trust has elected to report under the Tier 1 reporting standards.

The financial statements have been prepared on a going concern basis in accordance with the PBE Standards.

These financial statements were authorised for issue by the Board on 24 September 2020.

b) Measurement Basis

The financial statements have been prepared on the historical cost basis except for the following material items in the statement of financial position, which are measured at fair value:

- Available for sale financial instruments
- Long-term employee benefits

c) Functional and Presentation Currency

The financial statements are presented in New Zealand dollars (\$) which is the Trust's presentation currency, rounded to the nearest thousand.

3. USE OF JUDGEMENTS AND ESTIMATES

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from those estimates. Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

ROYAL NEW ZEALAND PLUNKET TRUST

Judgements

Judgements made in applying accounting policies that have had the most significant effects on the amounts recognised in the financial statements include the following:

- Recognition of Revenue – non-exchange revenue (conditions vs. restrictions)
- Valuation of Property, Plant and Equipment – realisable values of leasehold properties
- Valuation of Intangible Assets – remaining useful economic lives of non-cash generating assets

4. SIGNIFICANT ACCOUNTING POLICIES

The Trust has consistently applied the following significant accounting policies to all periods presented in these financial statements.

a) Revenue

Revenue is recognised when the amount of revenue can be measured reliably and it is probable that economic benefits will flow to the Trust. Revenue is measured at the fair value of consideration received or receivable. The following specific recognition criteria in relation to the Trust's revenue streams must also be met before revenue is recognised.

i) Revenue from Exchange Transactions

Contract Income

Contract income is recognised in the period in which it relates, with any amounts owing at balance date being included as a current asset. A liability is recognised where contract income is received in advance of the provision of the services to which they relate and where there is an obligation to repay such funds if the services are not performed.

ii) Revenue from Non-Exchange Transactions

Non-exchange transactions are those where the Trust receives an inflow of resources (i.e. cash and other tangible or intangible items) without giving approximately equal value in exchange. Funding received from non-exchange transactions is recognised as non-exchange revenue, to the extent that a liability is not recognised in respect to the same funding received. Liabilities are recognised in relation to funding received when there is a resulting present obligation to perform or satisfy a condition (or milestone), and the failure of which will result in the refund of any funding that has been received in relation to the specified condition (or milestone). The following are the recognition criteria in relation to the Trust's non-exchange transactions.

Sponsorship, Donations and Grants Income

The recognition of non-exchange revenue from *Sponsorship, Donations and Grants Income* depends on the nature of any stipulation attached to the inflow of resources received, and whether this creates a liability (i.e. use or return obligation) rather than the recognition of revenue.

Donated Goods and Services

The Trust has recognised donated goods and services as revenue and expenses when their fair value can be measured with reliability. The recognition of donated goods and services increases both recorded revenue and expenses, and has no impact on the deficit or surplus achieved. Donated services and other forms of assistance provided to the Trust are acknowledged elsewhere in the Annual Report. The donated goods and services received by the Trust include advertising, printing and promotion material, sample products and the use of equipment at no cost.

b) Employee Entitlements

A provision for employee entitlements is recognised for benefits earned by employees but not paid at reporting date. Employee benefits include salaries, wages, annual leave, long service leave and sick leave.

c) Property, Plant and Equipment (PP&E)

Items of PP&E, are stated at cost, less accumulated depreciation and impairment losses. The cost of PP&E is generally the purchase cost, together with any incidental costs of integration or acquisition.

ROYAL NEW ZEALAND PLUNKET TRUST

Depreciation

Depreciation is calculated so as to write off the cost amounts of PP&E, less any assigned residual value, on a straight-line basis over the expected useful economic lives of the asset.

The estimated useful lives or depreciation rates of assets are as follows:

- | | |
|---------------------------|------------------|
| • Buildings | 50 years |
| • Furniture and Equipment | 3 to 5 years |
| • Computer Equipment | 3 to 10 years |
| • Leasehold Improvements | 10 years |
| • Motor Vehicles | 25% per annum DV |

d) Intangible Assets

Intangible assets are measured at cost less accumulated amortisation. These intangible assets comprise of information systems, which are amortised using the straight line method over a period of 3 -10 years as appropriate for each system.

The ePHR asset is accounted for as three separate components: the front-end application component has an expected useful life of three years; the back end and integration layer components have expected lives of 10 years.

Development expenditure is capitalised only if the expenditure can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable and the Trust intends to and has sufficient resources to complete development and to use or sell the asset. Otherwise, it is recognised in surplus or deficit as incurred.

e) Receivables

Receivables are recognised at the original invoice amount less impairment losses. Receivables are assessed for impairment at each balance date. If there is objective evidence of impairment, an impairment loss is recognised in the Statement of Revenue and Expense.

f) Cash and Cash Equivalents

Cash and cash equivalents comprise short term deposits with banks and bank and cash balances. Deposits are included when they have a maturity of three months when invested.

g) Impairment of Assets

Management perform an annual assessment of financial assets for any indicators of impairment. Any impairment losses are recognised in "Other Financial Expenses" in the Statement of Revenue and Expense.

PP&E and Intangible Assets

All PP&E and intangible assets are non-cash generating assets as they are not held with the primary objectives of generating a commercial return. The Trust assesses at each reporting date whether there is an indication of impairment. If any indication exists, the Trust estimates the asset's recoverable service amount, which is the higher of the non-cash generating asset's fair value less cost to sell and its value in use. Where the carrying amount of an asset exceeds its recoverable service amount, the asset is considered impaired and is written down to its recoverable service amount.

h) Payables

Trade and other payables are usually settled within 30 days. Given their short term nature, the carrying values are considered a reasonable approximation of their fair values.

i) Income Tax

The Trust is wholly exempt from New Zealand income tax and gift duty having fully complied with all statutory conditions for these exemptions.

j) Goods and Services Tax

The financial statements have been prepared so that all components are stated exclusive of GST, with the exception of receivables and payables, which are stated inclusive of GST.

ROYAL NEW ZEALAND PLUNKET TRUST

k) Accounting Standards Not Yet Effective

There are no new, revised or amended standards that have been issued but are not yet effective that would have a significant impact on the Trust's financial statements except as disclosed below,

PBE FRS 48 Service Performance Reporting

This standard establishes requirements for Tier 1 and Tier 2 public benefit entities to select and present service performance information. This standard is effective for annual periods beginning on or after 1 January 2022. As a Tier 1 not-for-profit entity, the Trust will be required to present service performance information for the first time in its financial statements for the year ended 30 June 2023.

5. CONTRACT INCOME

	2020 \$000	2019 \$000
Ministry of Health	65,999	57,811
Ministry of Education	2,196	2,589
District Health Boards	6,103	5,886
Oranga Tamariki - Ministry for Children	1,940	1,940
Other Contracts	<u>3,270</u>	<u>3,400</u>
	<u>79,508</u>	<u>71,626</u>

The core "Well Child Health" contract with the Ministry of Health expired on 30 June 2020. The Ministry of Health has renewed this contract for a three-year term expiring 30 June 2023.

6. AUDITOR'S EXPENSES

	2020 \$000	2019 \$000
<i>Operating expenses include the following:</i>		
Auditor's Fees (for the audit of the financial statements)	58	60
Auditor's Fees (for other audit services)	4	0
Auditor's Fees (for the audit of the Early Childhood Centres)	<u>18</u>	<u>22</u>
	<u>80</u>	<u>82</u>

7. LOSS ON DISPOSAL OF ASSETS

	2020 \$000	2019 \$000
Loss on Disposal of Assets	<u>883</u>	<u>35</u>
	<u>883</u>	<u>35</u>

During the year, four Early Childhood Education centres assets and operations were sold to alternative childcare providers for consideration less than book value. In February 2020, Paremata Creche was sold to He Whanau Manaaki o Tararua Free Kindergarten Association, and Matua Kindergarten to Inspired Kindergartens and Home Based Education. In June 2020, OPEYs Plunket Education and Care Centre and Mt Plunket Preschool were sold to Inspired Kindergartens and Home Based Education.

ROYAL NEW ZEALAND PLUNKET TRUST

8. PROPERTY PLANT AND EQUIPMENT

	Land and Buildings	Plant and Equipment	Total
	2020	2020	2020
	\$000	\$000	\$000
<u>Costs</u>			
Balance as at 1 July 2019	41,704	6,342	48,046
Additions	408	480	888
Disposals	<u>(1,960)</u>	<u>(1,084)</u>	<u>(3,044)</u>
Balance as at 30 June 2020	40,152	5,738	45,890
<u>Accumulated Depreciation and impairment deficits</u>			
Balance as at 1 July 2019	2,260	3,941	6,201
Depreciation	749	1,083	1,832
Disposals	<u>(193)</u>	<u>(1,052)</u>	<u>(1,245)</u>
Balance as at 30 June 2020	<u>2,816</u>	<u>3,972</u>	<u>6,788</u>
<u>Carrying Amounts</u>			
At 1 July 2019	<u>39,444</u>	<u>2,401</u>	<u>41,845</u>
At 30 June 2020	<u>37,336</u>	<u>1,766</u>	<u>39,102</u>
	Land and Buildings	Plant and Equipment	Total
	2019	2019	2019
	\$000	\$000	\$000
<u>Costs</u>			
Balance as at 1 July 2018	42,081	5,491	47,572
Additions	498	915	1,413
Disposals	<u>(875)</u>	<u>(64)</u>	<u>(939)</u>
Balance as at 30 June 2019	41,704	6,342	48,046
<u>Accumulated Depreciation and impairment deficits</u>			
Balance as at 1 July 2018	1,375	2,741	4,116
Depreciation	902	1,249	2,151
Disposals	<u>(17)</u>	<u>(49)</u>	<u>(66)</u>
Balance as at 30 June 2019	<u>2,260</u>	<u>3,941</u>	<u>6,201</u>
<u>Carrying Amounts</u>			
At 1 July 2018	<u>40,706</u>	<u>2,750</u>	<u>43,456</u>
At 30 June 2019	<u>39,444</u>	<u>2,401</u>	<u>41,845</u>

ROYAL NEW ZEALAND PLUNKET TRUST

9. INTANGIBLES ASSETS

Intangible assets comprise separately identifiable information systems;

	2020 \$000	2019 \$000
Period Ended 30 June		
At 1 July 2019, Net of Accumulated Amortisation		
Amortisation	8,883	11,804
Additions	1,173	423
Disposals	0	0
Amortisation Charge for the Period	(1,635)	(3,344)
At 30 June, Net of Accumulated Amortisation	<u>8,421</u>	<u>8,883</u>
As at 30 June		
Cost	21,577	21,879
Accumulated Amortisation and Disposals	(13,156)	(12,996)
Net Carrying Amount	<u>8,421</u>	<u>8,883</u>

Intangible assets predominantly relate to the resources required to establish a digital infrastructure. This includes; technical, policies, culture and processes to enable Plunket to improve its technology capability. This effort has provided Plunket with the following information systems; an Electronic Plunket Health Record (ePHR) database, a Human Resource Information System incorporating an in-house payroll system, an upgraded PlunketLine CRM, automated accounts payable system, improved intranet and internet capability that amongst several features has provided enhanced social media connection with clients.

The Intangible Assets have been progressively developed over the past five years. The Trust has recognised the effort of the cost of developing the above capability onto the balance sheet, as part of "intangible assets".

10. OTHER RECEIVABLE

The Trust holds a bond of \$450,000 which is pledged as collateral over the rental at Plunket Support Office, 40 Mercer Street, Wellington. As a result of the arrangement, the use of the funds is restricted until expiry of the lease in December 2025, or until the agreement is otherwise terminated.

11. CASH AND CASH EQUIVALENTS

	2020 \$000	2019 \$000
ASB	0	27
Forsyth Barr	71	27
BNZ	<u>1,719</u>	<u>(195)</u>
	<u>1,790</u>	<u>(141)</u>

12. EMPLOYEE ENTITLEMENTS

	2020 \$000	2019 \$000
Annual Leave	4,009	3,167
Salary and Wage Accrual	<u>3,899</u>	<u>3,138</u>
	<u>7,908</u>	<u>6,305</u>

ROYAL NEW ZEALAND PLUNKET TRUST

13. INCOME RECEIVED IN ADVANCE

	2020 \$000	2019 \$000
Contract Income – Ministry of Health	10,101	8,255
Other Contracts	297	99
Grants	<u>526</u>	<u>975</u>
	<u>10,924</u>	<u>9,329</u>

14. FINANCE LEASES

Finance lease liabilities are payable as follows:

	Future Minimum Lease Payments	Interest	Future Minimum Lease Payments	Interest
	2020 \$000	2020 \$000	2019 \$000	2019 \$000
Less than One Year	1,008	127	903	228
Between One and Five Years	585	54	1,296	158
More than Five Years	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	<u>1,593</u>	<u>181</u>	<u>2,199</u>	<u>387</u>

15. FINANCIAL INSTRUMENTS

The Trust is risk averse and seeks to minimise its exposure to risks associated with financial assets and liabilities.

The main risks arising from the Trust's financial instruments are equity price, interest rate risk, liquidity risk, and credit risk.

Market Risk

A decrease of 100 basis points in interest rates at the reporting date would have (decreased) profit and loss by \$18,000. This analysis assumes that all other variables, in particular foreign currency rates, remain constant.

Other Price Risk

Equity price risk arises from available-for-sale equity securities held by the Trust. It is estimated a 10% increase (decrease) in the market value of equity investments would have increased or decreased in Comprehensive Income by \$10,000. Investments are made in accordance with the Investment Policy, as endorsed by the Board. This analysis assumes that all other variables, in particular foreign currency rates, remain constant.

Credit Risk

The Trust does not anticipate non-performance by counterparties and has no significant concentrations of credit risk. The Trust further minimises its credit exposure by using only registered banks and other nominated institutes approved by the Trust's Investment Policy.

Liquidity Risk

The Trust pays trade and other payables when they fall due.

ROYAL NEW ZEALAND PLUNKET TRUST

16. RELATED PARTY DISCLOSURE

Key Management Personnel – Remuneration

The total remuneration of members of the Board and the number of individuals receiving remuneration in this category are as follows.

	2020	2019
	\$000	\$000
• Trustee remuneration	119	76
• Number of persons	9 persons	9 persons

The total number of meeting days involving Board Members held during the period was 11.

The total remuneration of the senior management group and the number of managers, on a full-time equivalent basis, receiving remuneration in this category are:

	2020	2019
	\$000	\$000
• Senior Management	1,376	1,701
• Number of persons	7 persons	9 persons

17. CAPITAL COMMITMENTS AND LEASES

	2020	2019
	\$000	\$000
Capital Commitments		
Capital expenditure contracted for at the end of the reporting period but not yet incurred for property, plant and equipment	<u>0</u>	<u>0</u>
Non-Cancellable Operating Leases		
Due within One Year	2,533	2,485
Due One to Two Years	2,111	1,682
Due Two to Five Years	3,450	2,226
Over Five Years	<u>920</u>	<u>214</u>
	<u>9,014</u>	<u>6,607</u>

The Trust has entered into commercial leases for rental properties, motor vehicles, and photocopiers where it is not in the best interest of the Trust to purchase these assets. These leases have an average life of between 1 and 5 years with renewal terms included in the contracts. The motor vehicle leases contain a variable element based on movements in fuel price and mileage.

18. CONTINGENT LIABILITIES

At the date of this report there are no known contingent liabilities for which the Trust may be liable.

19. SUBSEQUENT EVENTS

The Trust supported other medical providers during the Covid-19 pandemic. The Trust will be able to recover some costs of providing these services which has been estimated to total \$363,000.

20. COVID19 IMPACT ON PLUNKET

The major potential impacts of COVID19 were mitigated by the Government's response to ensure contracts were paid regardless of delivery volumes during the lockdown period. In return Plunket's workforce joined a system wide response, which included assistance with contract tracing, Community Based Assessment Centres and Homecare Medical.

ROYAL NEW ZEALAND PLUNKET TRUST

20. COVID19 IMPACT ON PLUNKET *(continued)*

Plunket Well Child services were considered essential during the lockdown, and a new prioritised virtual service delivery was developed with Ministry of Health support. Plunket's fundraising was impacted in 2020 and will be impacted further in 2021 as funders are faced with reduced revenue through venue closures and lower investment returns.

Deed of Trust

relating to

the Royal New Zealand Plunket Trust

Date

29 July 2020

BELL GULLY

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET
PO BOX 4199, AUCKLAND 1140, DX CP20509, NEW ZEALAND
TEL 64 9 916 8800 FAX 64 9 916 8801

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This **Deed of Trust** is made on

2020

between (1) **The Royal New Zealand Plunket Society Incorporated (the Settlor)**

and (2) **The persons** whose names are shown in the execution blocks to this Deed as initial trustees of the Trust (and in that capacity constituting the initial **Board Members** of the Trust)

Introduction

- A. The Royal New Zealand Plunket Society Incorporated (the **National Society**) and its predecessor entities have been serving New Zealand families / whānau and their communities for over 100 years. During this time, Plunket has adapted to both the changes New Zealand has been through as a nation and the changing needs of children / tamariki and families / whānau.
- B. Recently the National Society (including its constituent Area and Branch Societies) has undergone a consolidation process to enable it to better serve New Zealand's families / whānau and their communities into the future.
- C. As the culmination of that process, it is proposed that the operations and assets of the current National Society, an incorporated society established under the Incorporated Societies Act 1908, will be transferred to a charitable trust.
- D. For that purpose the Settlor wishes to establish a charitable trust to be known as the **Royal New Zealand Plunket Trust** and has settled an initial sum of \$10 in settlement of the Trust.
- E. This Deed sets out the terms of the Trust.

It is declared

1. Interpretation

1.1 In this Deed, unless the context otherwise requires:

Annual General Meeting means a meeting held in accordance with Rule 10;

Associated Person means a person who is an associated person of any Board Member for the purposes of the exemptions from income tax for a tax charity as set out in the Tax Act;

Board means a board comprised of each person holding the office of Board Member of the Trust from time to time, constituted in accordance with Rule 6.3;

Board Appointments Panel means a panel comprised in accordance with Rule 7.2 whose role is to recommend Board Members for appointment in accordance with Rule 7.4;

Board Member means each person appointed as a member of the Board from time to time and includes, for the avoidance of doubt, each General Board Member, each Māori Board Member and the Chairperson in their capacities as members of the Board (each such Board Member being a trustee of the Trust);

Chairperson means the person who is recruited or re-appointed to hold office as chair of the Trust in accordance with Rule 6.4;

Charitable Trusts Act means the Charitable Trusts Act 1957;

Charities Act means the Charities Act 2005;

Chief Executive Officer means the person appointed to the role of the chief executive officer of the Trust from time to time in accordance with Rule 6.1;

Conflict Transaction has the meaning given to it in Rule 6.8;

Deputy Chairperson means the person appointed from amongst the Board Members to hold office as deputy chairperson of the Trust in accordance with Rule 6.4(i);

Extraordinary Circumstance means an event or circumstances causing significant social and/or economic disruption on a national scale;

Financial Year means each period of 12 months ending on 30 June or such other date as may be determined from time to time by the Board;

Friends of Plunket means those persons granted membership of any designation or other grouping established by the Board pursuant to Rule 9;

General Board Member means a Board Member who is not also a Māori Board Member;

Māori Board Member means a person appointed as a Māori Board Member in accordance with Rule 7.1(c);

Objects means the objects and purposes of the Trust as set out in Rule 3.1;

Plunket where used in this Deed refers to the organisation administered by the Board for the purpose of promoting the Objects;

Plunket Group means a group of unpaid volunteers who provide a service (including for example a parenting group, playgroup or toy library) under the Plunket name (in accordance with Rule 5.3) to assist Plunket to achieve the Objects;

Plunket Services means the services offered by Plunket from time to time for the improvement of the health and well-being of children / tamariki in New Zealand;

Rules means the provisions of this Deed (including any schedules), as amended from time to time;

Strategic Plan means the strategic plan adopted from time to time by the Board;

Tax Act means the Income Tax Act 2007;

Trust means the charitable trust evidenced by this Deed;

Trust Fund means all property held by the Board Members in their capacities as trustees of the Trust and for the purposes of the Trust from time to time; and

Volunteer means an individual who chooses to do unpaid work to assist Plunket, either at a national or local level, to achieve the Objects.

1.2 In this Deed a reference to:

(a) one gender includes the other gender;

- (b) the singular includes the plural and vice versa;
- (c) parties is a reference to the parties to this Deed, including their successors, permitted assignees and permitted transferees;
- (d) persons includes a reference to human beings and any form of legal personality, incorporated or unincorporated;
- (e) a schedule is a reference to a schedule of this Deed;
- (f) a Rule is a reference to a clause of this Deed;
- (g) an agreement includes the agreement as amended; and
- (h) legislation includes amendments to and re-enactments of that legislation.

2. Name of the Trust

- 2.1 The name of the Trust is the **Royal New Zealand Plunket Trust**.

3. The Objects

- 3.1 The objects and purposes of the Trust are:

- (a) to provide every child / tamariki with the opportunity to be healthy and well by delivering coordinated health, community and social services to families / whānau and children / tamariki;
- (b) to build the confidence and knowledge of families / whānau so that children / tamariki are raised in healthy, nurturing and supportive environments;
- (c) to build connections within communities, and with other service providers, to assist families / whānau in accessing Plunket Services so as to assist in improving the health and well-being of children / tamariki of those families / whānau;
- (d) to bring data, evidence and the voices of families / whānau, together with the professional experience of Plunket, so as to inform the development and delivery of Plunket Services and to increase knowledge in relation to matters that affect the health and well-being of children / tamariki;
- (e) recognising and respecting Te Tiriti o Waitangi as the founding document of Aotearoa / New Zealand and as providing a framework for Māori development, health and well-being, to engage Iwi and other members of the Māori community to assist in formulating Plunket Services in ways that meet the changing needs of Māori and to ensure access for Māori community members to Plunket services;
- (f) to engage with communities to assist in formulating Plunket Services in ways that meet the changing needs of those communities and to ensure access to Plunket services;
- (g) to use experience of Plunket's community-based workforce, paid and voluntary to work with Government and other organisations to promote, programmes, policies and services so the diverse needs of communities in relation to children / tamariki and family / whānau health and well-being needs are met;

- (h) to draw on the knowledge of the communities Plunket works with and to act as a voice for children / tamariki and family / whānau with the government and others; and
- (i) to do all such other things, which are charitable according to the law of New Zealand, to promote the interests of children / tamariki and family / whānau, as the Trust may determine from time to time.

3.2 Each of the Objects set out in Rule 3.1 is an independent object and purpose of the Trust, to be construed independently and not to be limited by reference to any other Object in Rule 3.1.

3.3 The Board shall apply the Trust Fund to promote the Objects including by way of undertaking the operations transferred to the Trust from the National Society.

4. Registration

4.1 The Board shall seek registration of the Trust as a charitable entity in accordance with the Charities Act.

4.2 The Board shall seek incorporation under the Charitable Trusts Act and shall (upon incorporation) maintain such incorporation.

5. Organisation

5.1 The Trust will be governed by the Board, which will have responsibility for overseeing the competent and lawful conduct of the Trust's affairs as further described at Rule 6.

5.2 The Objects of the Trust will be carried out by Plunket staff, Plunket Groups and other Volunteers, under the direction of the Board, the Chief Executive Officer and other delegates of the Board, in accordance with the Trust's Strategic Plan, annual business plan, any agreed local plans and Plunket's supporting policies and procedures.

5.3 Each group of persons / volunteers wishing to be constituted as a Plunket Group must apply for the written approval of the Board (or an authorised delegate thereof) to operate as a Plunket Group including to use the name "Plunket" in reference to itself or its activities. The Board (or an authorised delegate thereof) shall consider any such application in accordance with policies and procedures developed from time to time by the Board for such purpose.

5.4 Each Plunket Group shall not be a legal entity in itself, and shall not be required to have officers, but the persons / volunteers constituting the Plunket Group must:

- (a) act only in accordance with the Objects of the Trust;
- (b) comply with all reasonable requests made or notices given by or on behalf of the Board (including as to the restructuring or disestablishment of such Plunket Group);
- (c) be prudent and exercise judgment and skill consistent with that expected of a representative of Plunket.

5.5 The Board shall provide or procure the provision of treasury, financial and other services to support Plunket Groups including (but not limited to):

- (a) promoting equity of outcomes and a focus on priorities, by overseeing activities and budgets at both a regional and national level;

- (b) discussing and agreeing, prior to the end of each Financial Year, the Plunket Group's planned activities and the corresponding budget for the following Financial Year;
- (c) working with that Plunket Group to avail the necessary and reasonable funds to meet the budget, provided the budget is reasonable, and the planned activities are consistent with the Objects and the current policies and procedures of the Trust;
- (d) providing treasury and other services for any fundraising activities that the Plunket Group carries out; and
- (e) providing training (including orientation) and support to enable Plunket Groups (and other volunteers) to maximise their contribution to achieving the Trust's Objects.

6. The Board

6.1 Each Board Member is, by virtue of his or her appointment as a Board member, a trustee of the Trust. The Board will:

- (a) be the governing body of the Trust with responsibility for overseeing the competent and lawful conduct of the Trust's affairs;
- (b) encourage and oversee the work of the Trust in accordance with the Objects;
- (c) make and issue policy and procedure in order to carry out of the Objects;
- (d) appoint a Chief Executive Officer who will manage and direct the affairs of the Trust including, having delegated authority to employ and dismiss staff on behalf of the Trust, in accordance with:
 - (i) the Objects;
 - (ii) policy and procedure resolved by the Board; and
 - (iii) the law;
- (e) have authority to make by-laws for the Trust;
- (f) have the authority to investigate and review the affairs of any Plunket Group where it believes that there has been incompetent or unlawful activity or a breach of these rules as they apply to that Plunket Group, including requesting information from third parties, and to restructure any Plunket Group (including prohibiting any person or persons from being part of a Plunket Group) or disestablish any Plunket Group if it considers such restructuring or disestablishment to be in the best interests of the Trust;
- (g) have authority, by resolution, to establish or disestablish committees to advise the Board, or act under delegation from the Board, on matters referred to a committee; and
- (h) have, in addition, all powers necessary to manage the Trust assets and other property and to carry out the Trust's affairs including, in the case of the Trust assets and other property, all the powers of a natural person absolute owner of such assets and other property.

6.2 Subject to these Rules, the number of Board Members shall be no less than five (5) and no greater than nine (9).

6.3 The members of the Board will comprise:

- (a) no greater than seven (7) General Board Members; and
- (b) two (2) Māori Board Members.

6.4 Chairperson of the Trust:

- (a) The chairperson of the Board shall be known as the Chairperson of the Trust.
- (b) The Chairperson shall be appointed every third year by the Board. The Chairperson shall be appointed through the recruitment process described in Rule 6.4(e) to 6.4(g). The Chairperson will assume their position immediately after the Annual General Meeting in that third year, and, subject to Rule 6.4(c), shall hold office until the end of the third Annual General Meeting after the Chairperson's appointment.
- (c) Subject to Rules 6.4(d), 7.5(b) and 7.5(e), the term of the Chairperson will be for three (3) years and shall begin from the date that the Chairperson assumed their position under Rule 6.4(b). Where a current Board Member is appointed Chairperson under the recruitment process described in Rules 6.4(f) to 6.4(g), and:
 - (i) has served less than six (6) years on the Board, then the term of the Chairperson will be for three (3) years and shall begin from the date that the Chairperson assumed their position under Rule 6.4(b), irrespective of the remaining term of the relevant Board Member pursuant to Rule 7.5(b). The end of the Chairperson's term will be deemed the end of the respective person's Board Membership term; or
 - (ii) has served more than six (6) years on the Board, then the term of the Chairperson will be for the remainder of their third term as Board Member pursuant to Rule 7.5(b).
- (d) On the expiry of the Board Member's term as Chairperson, and subject to Rule 7.5(b), that Board Member may be eligible to be re-appointed as Chairperson in accordance with this Rule and Rules 6.4(e) to 6.4(g):
 - (i) where the Chairperson has served one (1) term as Board Member (including in their capacity as Chairperson) they are eligible for reappointment for a second term of three (3) years either:
 - (A) as Chairperson in accordance with Rules 6.4(e) and 7.2(a)(iii); or
 - (B) as a Board Member in accordance with Rules 7.2(a)(ii) and 7.5(b)(i).
 - (ii) where the Chairperson has served two (2) terms as Board Member (including in their capacity as Chairperson) they are eligible to re-apply to the Board Appointments Panel for another term either:
 - (A) as Chairperson in accordance with Rules **Error! Reference source not found.** and 6.4(f) – 6.4(g); or
 - (B) as Board Member in accordance with Rules **Error! Reference source not found.** and 7.5(b)(ii).

Subject only to Rule 7.5(e), for the avoidance of doubt the maximum length of time a Board Member (including in their capacity as Chairperson) may serve on the Board is nine (9) years.

- (e) Where a Board Member is eligible for re-appointment as Chairperson under Rule 6.4(d)(i)(A), the Board may re-appoint the Chairperson by a majority vote. Where the Board elects not to reappoint the Board Member as Chairperson then the recruitment process in Rules 6.4(f) to 6.4(g) is to be followed.
- (f) Where there is a Chairperson vacancy, or the Chairperson is eligible to re-apply for a third term under Rule 6.4(d)(ii)(A), the position of Chairperson shall be recruited for under the Board Appointments Panel process detailed in Rule 7.2. For the avoidance of doubt, subject to the term limits in Rules 6.4(d) and 7.5(b), Board Members may apply to the Board Appointments Panel in accordance with Rule 7.3 to be considered for appointment to the position of Chairperson.
- (g) The Board Appointments Panel will select a recommended candidate for the position of Chairperson following the recruitment process and will present that recommendation to the Board for ratification in accordance with Rule 7.4(b).
- (h) If the Chairperson is absent or unable to fulfil their role as Chairperson for a meeting of the Board, the Chairperson may nominate a Board Member to act as the Chairperson for the meeting. If the Chairperson is unable to nominate a Board Member, a Board Member will be nominated by a majority vote of the Board to act as the Chairperson for the meeting.
- (i) If the Chairperson or Board deems it necessary to appoint a Deputy Chairperson for a period of time for the efficient administration of the Trust, the Chairperson may nominate a Board Member to stand as Deputy Chairperson for a specified period. If the Chairperson is unable to nominate a Board Member, a Board Member will be nominated by a majority vote of the Board to stand as Deputy Chairperson for a specified period. The period that a Board Member may be appointed as Deputy Chairperson may not exceed the remaining time of their term as Board Member under Rule 7.5.

6.5 The Board Members are entitled to reasonable remuneration as shall be determined from time to time by the Board, following a recommendation from the Chief Executive Officer. The Board Members are also entitled to be reimbursed for all reasonable expenses properly incurred by them in connection with the business of the Trust.

6.6 Board Meetings:

- (a) The Board will meet as it resolves, at the request of the Chairperson, or on written request signed by not less than half of the Board Members for the time being.
- (b) In the event of:
 - (i) the expiry of a Board Member or the Chairperson's term;
 - (ii) an extraordinary vacancy (pursuant to Rule 7.7);
 - (iii) a Board Member appointment (pursuant to Rule 7.4);
 - (iv) a Chairperson vacancy; or
 - (v) a Chairperson appointment (pursuant to Rule 6.4);
 a meeting of the Board must be convened to consider the relevant event.
- (c) Any request for a meeting will specify:

- (i) the business to be considered by the Board in reasonable detail such as to inform the Board Members of the issues to be considered at the Board meeting (and shall attach such papers or background materials as are reasonably available or necessary for that purpose); and
- (ii) the time, date and venue of the meeting (the selection of the venue for the meeting to be reasonable taking into account the place of residence of the majority of the Board members and the proposed time and date of the meeting),

and be delivered to all the Board Members a reasonable period before the date of the proposed meeting (such period to be determined by the Chairperson acting reasonably).

- (d) The Chairperson or (in the absence thereof or by agreement with the Chairperson) the Board Member appointed in accordance with Rule 6.4(h) will preside at all meetings of the Board.
- (e) Unless otherwise required in these Rules any resolution of the Board will be carried by a simple majority of those Board Members present and voting.
- (f) The quorum for the Board will be a majority of the current Board Members. Each Board Member will have only one (1) vote except the presiding member who will also have a casting vote in the event of equality of voting.
- (g) The Board must keep formal minutes of meetings of the Board, and record all resolutions of the proceedings.
- (h) The Board may resolve to move into committee when the subject matter of its deliberations is of a commercially sensitive nature or related to personnel and employment matters. The minutes relating to "in committee" meetings or parts of meetings will remain confidential to the Board.
- (i) In all other respects the Board shall regulate its own procedure.

6.7 Board Member's duties:

- (a) A Board Member is to be familiar with, and is to act in accordance with, the terms of this Deed.
- (b) A Board Member, when exercising powers or performing duties, is to act honestly and in good faith in the best interests of the Trust and in a manner which furthers the purposes of the Trust.
- (c) A Board Member is to exercise stewardship over the Trust Fund in the best interests of the Trust and in a manner which furthers the purposes of the Trust.
- (d) A Board Member is to exercise a power for a proper purpose.
- (e) A Board Member may not act, or agree to the Trust acting, in a manner that contravenes the Charities Act or these Rules.
- (f) A Board Member may not:
 - (i) agree to the affairs of the Trust being carried on in a manner likely to create a substantial risk of serious loss to the Trust's creditors; or
 - (ii) cause or allow the affairs of the Trust to be carried on recklessly or in a manner likely to create a substantial risk of serious loss to the Trust's creditors; or

- (iii) exercise any power directly or indirectly for the Board Member's own benefit; or
 - (iv) fetter the future exercise of the powers of the Board Members (as trustees of the Trust).
- (g) A Board Member may not agree to the Trust incurring an obligation unless the Board Member believes at that time on reasonable grounds (based on information reasonably available to that Board Member at that time) that the Trust will be able to perform the obligation when it is required to do so.
- (h) A Board Member, when exercising powers or performing duties as a Board Member, is to exercise the care, diligence and skill that a reasonable Board Member would exercise in the same circumstances (based on information reasonably available to that Board Member at that time) taking into account:
- (i) the nature of the Trust;
 - (ii) the nature of the decision;
 - (iii) the circumstances applying at the time; and
 - (iv) the position of the Board Member and the nature of the responsibilities undertaken by him or her.

6.8 Interested Board Members:

- (a) A Conflict Transaction exists for a Board Member where:
- (i) a Board Member may be an Associated Person of any company, partnership, organisation, group or trust or other person with which the Board Member is transacting or dealing in his / her capacity as Board Member;
 - (ii) the interests or duty of the Board Member in any particular matter may conflict with his / her duty as a Board Member; or
 - (iii) a Board Member is dealing with himself / herself as a trustee in another capacity.
- (b) A Board Member for whom a Conflict Transaction may exist shall disclose to the meeting of the Board all relevant details concerning the Conflict Transaction. The Board Member must not take part in deliberations or proceedings including voting or other decision-making in relation to the Conflict Transaction (but otherwise, for the avoidance of doubt, is not disqualified from acting as a Board Member).

6.9 Prohibition on private pecuniary profit:

- (a) Despite any other provision in this Deed, neither the Board Members nor an Associated Person shall receive any form of private pecuniary profit from the Trust.
- (b) Without prejudice to the generality of paragraph (a) of this Rule 6.9, in the conduct of the activities of the Trust:
- (i) any income, benefit or advantage shall be applied to promote the Objects;
 - (ii) no Board Member or any Associated Person shall receive any form of private income, benefit or advantage from the activities of the Trust;

- (iii) any payment made to a Board Member or any Associated Person for goods or services that promote the Objects must be reasonable and commensurate with payments that would be made between unrelated parties.
- (c) The provisions and effect of this Rule 6.9 shall:
 - (i) not be removed from this Deed; and
 - (ii) be included and implied in any replacement Deed.

7. Membership of the Board

7.1 Eligibility for membership of the Board:

- (a) A person will only be eligible to be recommended for appointment as a Board Member by the Board Appointments Panel if that person demonstrates that they have some of the following factors, with the factors that a given candidate must possess to be considered by the Board Appointments Panel in the context of the Board as a whole:
 - (i) an understanding of and commitment to the Objects;
 - (ii) prior governance experience;
 - (iii) knowledge of or experience in community organisations;
 - (iv) relevant skills, capabilities and experience;
 - (v) some independent perspective; and
 - (vi) the desire to have a Board that represents the diverse interests of the Plunket organisation in New Zealand, including but not limited to gender, geographical spread, age, and ethnicity.
- (b) The following persons are ineligible to be appointed as a Board Member. A person who:
 - (i) has been declared bankrupt in the period of 15 years prior to the date the Board Member appointment would take effect;
 - (ii) is or would be disqualified from being an officer of a charitable entity under section 16 of the Charities Act 2005;
 - (iii) is disqualified from managing corporations under section 382 of the Companies Act 1993;
 - (iv) has been convicted (whether before or after the commencement of these Rules) of any of the following crimes, or of being a party to any such crime:
 - (A) crimes involving dishonesty, fraud, forgery, bribery or corruption;
 - (B) participation in an organised criminal group within the meaning of section 98A of the Crimes Act 1961; or
 - (C) a criminal offence if the person is not eligible under the Criminal Records (Clean Slate) Act 2004 for the expunging of the conviction in accordance with that Act;

- (v) is an employee of the Trust (for the avoidance of doubt, an employee of the Trust may apply to be a Board Member but the appointment of that person as a Board Member may not take effect until the person resigns as an employee of the Trust); or
 - (vi) is the subject of a personal or 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.
- (c) A person will only be eligible for appointment as a Māori Board Member if they are of Māori descent and have extensive knowledge and a deep understanding of and empathy for matters affecting Māori. For the avoidance of doubt, a person eligible for appointment as a Māori Board Member may also apply for a vacant General Board Member position (provided that the person may not be appointed to more than one (1) Board position concurrently).

7.2 Board Appointments Panel:

- (a) When a meeting is convened in accordance with Rule 6.6(b), the Board will determine whether, having regard to the current composition of the Board, and the skill mix of the existing Board Members (including with regard to the attributes listed in Rule 7.1(a)):
 - (i) any Board Member vacancies should be filled (including those where a Board Member is eligible to re-apply under Rule 7.5(b)(ii)) at the upcoming Annual General Meeting, having regard to the requirements of Rule 6.2 and Rule 6.3;
 - (ii) any Board Members who are eligible for re-appointment for a second term under Rule 7.5(b) should be re-appointed; and
 - (iii) if the Chairperson is eligible for re-appointment for a second term under rule 6.4(d)(i)(A), whether they should be re-appointed in accordance with Rule 6.4(e).
- (b) If the Board determines under Rule 7.2(a) that they wish to recruit to fill any Board Member vacancies, or if the recruitment process for a Chairperson has been triggered in accordance with Rules 6.4(g) – 6.4(f), the Board will establish a Board Appointments Panel that shall be responsible for:
 - (i) prior to calling for applications from candidates to be appointed to fill Board Member vacancies in accordance with Rule 0, 7.3(a) or 7.7(c), as applicable, consulting with the Board about:
 - (A) the particular experience, expertise and qualities the Board wishes the new Board Member(s) to possess, with reference to the eligibility factors in Rule 7.1;
 - (B) if a Chairperson is being recruited in accordance with Rule 6.4(f), the particular experience, expertise and qualities the Board wishes the new Chairperson to possess, with reference to the eligibility factors in Rule 7.1, and to the particular skills required for that position;
 - (ii) taking into account the feedback received from the Board as a result of the consultation undertaken in accordance with Rule 7.2(b)(i) and, in light of this:
 - (A) identifying suitable candidates for appointment to the Board, which shall involve advertising;
 - (B) selecting and, where applicable, interviewing eligible candidates; and

- (C) recommending the appointment of eligible candidates to vacant, or soon to be vacant, Board Member positions, with such appointments being subject to the Board ratification process detailed in Rule 7.2(h) and Rule 7.4(b).
- (c) The Board Appointments Panel will comprise:
 - (i) the Chairperson;
 - (ii) one (1) other Board Member appointed by the Board; and
 - (iii) two (2) independent governance experts appointed by the Board.
- (d) Where the Chairperson is unable to fulfil their responsibilities for the time being, including where the Chairperson has been nominated for an upcoming Board Member vacancy that the Board Appointments Panel is to consider, the Board Member appointed in accordance with Rule 6.4(h) or such other Board Member appointed by the Board will stand in for the Chairperson on the Board Appointments Panel for the purpose of considering candidate applications and making such appointments.
- (e) Each person appointed to the Board Appointments Panel as an independent governance expert will be appointed for a term of one (1) year and may be reappointed by the Board for further terms, each term being a term of one (1) year duration.
- (f) The Board may terminate an independent governance expert's membership on the Board Appointments Panel at any time during that person's term.
- (g) For the avoidance of doubt:
 - (i) the term of the person who is a member of the Board Appointments Panel by virtue of holding office as the Chairperson shall be for such period as is equal to the period for which the person holds office as Chairperson; and
 - (ii) there is no right to appeal the Board's appointment of the independent governance expert Board Appointments Panel members.
- (h) The Board Appointments Panel can only make appointment recommendations by unanimous resolution. Appointment recommendations must be ratified by the Board in accordance with Rule 7.4(b).
- (i) Except as provided for in these Rules or any policy or procedure of the Trust, the Board Appointments Panel shall determine its own meeting procedures.

7.3 Applications for Board Member Positions:

- (a) The Board Appointments Panel may, after complying with Rule 7.2(b)(i), not later than three (3) months prior to the Annual General Meeting in each year in which any Board Member's term will expire, call for applications for candidates to be appointed to fill any vacancies for a General Board Member or Māori Board Member position. Any notice calling for applications must be advertised publicly and must specify a closing date by which applications must be received, and the name and address of the person to whom the applications must be provided. For the avoidance of doubt, the Board may determine pursuant to Rule 7.2(a) that such advertising is unnecessary on the basis that an existing Board Member will be re-appointed, or the vacancy will not be filled at the upcoming Annual General Meeting.
- (b) Each application must:

- (i) be in writing;
 - (ii) be accompanied by a curriculum vitae (in the form required by the Board, if so required) detailing the qualifications, skills and experience of the candidate;
 - (iii) if the application is in respect of a Māori Board Member position, contain information necessary to demonstrate eligibility with the criteria specified in Rule 7.1; and
 - (iv) be received by the date specified in the notice calling for applications, which date shall be no later than two (2) months prior to the relevant Annual General Meeting.
- (c) A Board Member or Chairperson who is eligible to re-apply for a third term under Rule 6.4(d) or 7.5(b)(ii) must submit an application to the Board Appointments Panel for consideration for re-appointment in the applicable position in accordance with this Rule 7.3.

7.4 Appointment of Board Members:

- (a) The Board Appointments Panel will consider the applications received in respect of eligible candidates in accordance with Rule 7.3, by (in the following order):
 - (i) applying the eligibility criteria in Rule 7.1;
 - (ii) taking into account the needs and preferences of the Board in terms of the factors specified in Rule 7.1, sought through the Board's feedback provided in response to consultation undertaken in accordance with Rule 7.2(b)(i); and
 - (iii) recommending the person(s) whom the Board Appointments Panel considers to be the best eligible candidate(s) to fill the vacant Board Member position(s). If the vacant position arises at an Annual General Meeting, the Board Appointments Panel shall make such recommendation for appointment prior to that Annual General Meeting. If the vacancy is an extraordinary vacancy under Rule 7.7, the Board Appointments Panel shall make such recommendation for appointment in accordance with Rule 7.7(b)(i) or Rule 7.7(b)(ii) as applicable.
- (b) For a Board Member or Chairperson to be appointed the recommendation for appointment made by the Board Appointments Panel must be ratified by the Board by a majority vote of the Board Members.
- (c) The Board Appointments Panel may, following its consideration of the applications received, determine that no suitable eligible candidate nominations have been received for one or more vacant Board Member positions, and in such a case, any Board Member positions that are vacant following the conclusion of the Annual General Meeting will be treated as extraordinary vacancies for the purposes of Rule 7.7.
- (d) Any appointment recommendation by the Board Appointments Panel under this Rule 7.4 or Rule 7.7 will be notified in writing to the Board, who following the ratification process in Rule 7.4(b) will in turn notify the successful candidate(s) of their appointment and the Chairperson (or delegate thereof) will announce such appointment at the next Annual General Meeting.

7.5 Term of Office:

- (a) Every Board Member appointed shall assume office from the conclusion of the Annual General Meeting at which their appointment is announced.

- (b) Subject to Rules 6.4(c)(i) and 7.5(d), Board Member appointments shall be for a period of three (3) years expiring at the end of the Annual General Meeting held in the third year, at which the Board Member shall retire but:
- (i) where a Board Member has served only one (1) term as Board Member they are eligible for reappointment for a second term of three (3) years in accordance with Rule 7.2(a)(ii);
 - (ii) where a Board Member has served two (2) terms as Board Member they are eligible to re-apply to the Board Appointments Panel for a third term as a Board Member in accordance with Rule **Error! Reference source not found.**

Subject only to Rule 7.5(e), a Board Member may serve a maximum of nine (9) years total on the Board (including any time served as Chairperson).

- (c) For the avoidance of doubt, any Board Member appointed in accordance with Rule 7.7(b)(ii) shall be eligible (at the expiry of the term for which they were appointed (their first term)) for re-appointment for a maximum of one (1) additional term of three (3) years each in accordance with Rule 7.5(b)(i). At the expiry of their second term they are eligible to re-apply to the Board Appointments Panel in accordance with Rule 7.5(b)(ii).
- (d) If four or more Board Members are scheduled to vacate office at the same Annual General Meeting, the Board may extend the term of up to two (2) of those vacating Board Members by one (1) further year, to enable some continuity on the Board. The Board may approve such extension by a two-thirds majority vote of the Board. The Board must advise the Board Appointments Panel of the extension of the term of any Board Member under this Rule. No further extension of term may be given to a Board Member who has his or her term of office extended under this Rule.
- (e) Notwithstanding any other Rule in this Deed, in the case of an Extraordinary Circumstance the Board may by unanimous vote of the Board Members (excluding the Chairperson) extend the term of the Chairperson for a defined period. In the case of an extension of the term of the Chairperson under this Rule 7.5(e):
- (i) The length of the extension will be decided by a unanimous vote of the Board Members (excluding the Chairperson);
 - (ii) The period of the extension will attach to the Chairperson's current term, and will not constitute a new term;
 - (iii) The additional period served under the extension will count towards the nine (9) year maximum term provided under Rule 7.5(b), if the Chairperson has not yet reached that nine (9) year maximum term.

7.6 Termination of Membership of Board Members:

- (a) Membership of the Board will be terminated where a Board Member:
- (i) is ineligible to be a Board Member as provided for in Rule 7.1;
 - (ii) resigns by written notice to the Board, and the Board resolves to receive such resignation;
 - (iii) dies in office;
 - (iv) is declared bankrupt; or

- (v) is removed from office by the Board under Rule 7.6(b).
- (b) The Board may resolve to remove a Board Member from office in the event that the Board Member:
- (i) is absent without leave of the Board for two (2) successive meetings of the Board for which leave of absence (usually of no longer than three (3) months unless the Board resolves otherwise) has not been granted by the Board;
 - (ii) is convicted of a criminal offence;
 - (iii) becomes of unsound mind or, as a result of a physical disability or infirmity, becomes unable to carry out the tasks normally undertaken by the member for a period of one (1) month or for such other intermittent period as may seriously affect the discharge of the obligations in the capacity as a Board Member;
 - (iv) breaches any rule, regulation, or by-law of the Trust; or
 - (v) does any act which may bring the Trust into disrepute,
- and it is, in the sole discretion of the Board, in the best interests of the Trust to do so.
- (c) Such a motion will only be considered if written notice, together with a statement of the grounds for the motion, signed by the Chairperson, has been delivered to the Board Member at least twenty (20) days before the meeting at which it is to be considered. The Board Member whose removal has been proposed will have the right to take the resolution of the Board back to her / his family / whānau and extended family / whānau for discussion and for a decision by that Board Member, and return to the Board to speak to the motion at the upcoming Board meeting at which that motion is to be considered. Such a motion may only be passed with a two thirds majority of votes cast.

7.7 Extraordinary Vacancies:

- (a) An extraordinary vacancy will arise on the termination of the membership of any Board Member under Rule 7.6.
- (b) Any extraordinary vacancy on the Board will be addressed:
 - (i) where the extraordinary vacancy arises within six (6) months of the next Annual General Meeting, and where the extraordinary vacancy is not of the Chairperson position, in accordance with Rules 7.2, 7.3 and 7.4;
 - (ii) where the extraordinary vacancy arises earlier than within six (6) months of the next Annual General Meeting, and where the extraordinary vacancy is not of the Chairperson position, in accordance with Rule 7.7(c) to and including Rule 7.7(i); or
 - (iii) where the extraordinary vacancy is one of the Chairperson position, in accordance with Rule 6.4.
- (c) Where Rule 7.7(b)(ii) applies, the Board Appointments Panel may, after complying with Rule 7.2(b)(i), call for applications for candidates to be appointed to fill any vacancies for a General Board Member or Māori Board Member position. Any notice calling for applications must be advertised publicly and must specify a closing date by which applications must be received, and the name and address of the person to whom the applications must be provided. For the avoidance of doubt, the Board may

determine that such advertising is unnecessary on the basis that the vacancy will not be filled.

- (d) Each application under Rule 7.7(c) must:
- (i) be in writing;
 - (ii) be accompanied by a curriculum vitae (in the form required by the Board, if so required) detailing the qualifications, skills and experience of the candidate;
 - (iii) if the application is in respect of a Māori Board Member position, contain information necessary to demonstrate eligibility with the criteria specified in Rule 7.1(c); and
 - (iv) be received by the date specified in the notice calling for applications, which date shall be no earlier than one (1) month after and no earlier than two (2) months after to the date the vacancy notice was publicly notified by the Board Appointments Panel.
- (e) For the avoidance of doubt, a candidate who is eligible for appointment as a Māori Board Member may also apply for a vacant General Board Member position (provided that for the avoidance of doubt the person may not be appointed to more than one (1) Board position concurrently).
- (f) The Board Appointments Panel will consider the applications received in respect of eligible candidates in accordance with Rules 7.7(c) and 7.7(d) against the eligibility criteria in Rule 7.1 and taking into account the Board's feedback provided in response to consultation undertaken in accordance with Rule 7.2(b)(i), and, following its consideration of the applications, will recommend the person whom the Board Appointments Panel considers to be the best eligible candidate. If the Board Appointments Panel considers that applications were not received in respect of any suitable eligible candidates it may call again for applications and this Rule 7.7 will apply with all necessary modifications.
- (g) For a Board Member to be appointed, the recommendation for appointment made by the Board Appointments Panel must be ratified by the Board by a majority vote of the Board Members.
- (h) Any recommendation made by the Board Appointments Panel under Rule 7.7(f) will be notified, in writing, to the Board who, following the ratification process under Rule 7.7(g), will in turn notify the successful candidate of their appointment.
- (i) Subject to Rule 7.7(j), every person appointed to fill an extraordinary vacancy will be appointed for a three (3) year term as a Board Member (expiring at the end of the third Annual General Meeting of their term), irrespective of the balance of the term of the vacating Board Member, and will be eligible for re-appointment as a Board Member in accordance with Rule 7.5(c).
- (j) Where the termination of a Board Member results in a vacancy in the office of Chairperson, a replacement Chairperson shall be appointed under the processes set out in Rule 6.4. The new Chairperson will be appointed for the full three-year term provided in Rule 6.4(c)(i)

8. Finance and property

- 8.1 The Board may operate, and authorise the operation of, such bank accounts as may be required with the approved signatories as set out in the delegation policies and procedures adopted by the Board from time to time.

- 8.2 The Board may invest all or any of the Trust Fund in investments that are permitted by the policies and procedures developed from time to time by the Board. Without prejudice to the generality of the foregoing:
- (a) each investment of the funds of the Trust (including the manner and terms thereof) must be approved by the Board; and
 - (b) any property bestowed on the Trust by way of gift (including by way of a bequest or pursuant to other terms of a will) may be retained indefinitely without responsibility for loss, notwithstanding that it would not constitute an investment authorised by this Rule.
- 8.3 Legacies or other gifts of property, if given for the Trust generally, without any statement of purpose, will be held and applied in such manner as the Board may direct. If given for a particular purpose, the gift will be recorded, held and applied for that purpose. If the Board considers that the purpose is no longer appropriate all reasonable efforts will be made by the Board to contact the donor or representative thereof (where such a person has the requisite authority to act on behalf of the donor) to determine and agree upon an alternative use of the bequest.
- 8.4 Without prejudice to the generality of Rule 6.1(h), the Board may rent, take on lease, hire, purchase or otherwise acquire, rent out, lease, hire out, sell or otherwise dispose of, or grant any mortgage, charge, debenture or other security interest over, any interest in any land, buildings, furniture or other real or personal property on such terms in all respects as the Board thinks fit.
- 8.5 Any property or other assets held by the Trust, which are in active use by a Plunket Group to undertake its agreed activities, shall be intended to remain available for use by that Plunket Group. Plunket representatives will consult in good faith with the Plunket Group before disposal or significant changes to such property or assets.
- 8.6 The Board shall ensure that:
- (a) funds that have been raised by a Plunket Group, donated or bequeathed, for a specific purpose, will (to the extent to which the same can reasonably be achieved) be recorded and separately identified so that they can be made available for use to achieve that purpose;
 - (b) following the end of each Financial Year, financial statements for the Trust will be compiled;
 - (c) the financial statements of the Trust will be audited in accordance with the requirements applicable to the Trust from time to time pursuant to the Charities Act 2005; and
 - (d) the accounting policies adopted by the Trust will be in accordance with the standards applicable in New Zealand prescribed by Chartered Accountants Australia and New Zealand and any variations to the accounting policies will be approved by the Board.

9. Friends of Plunket

- 9.1 The Board may from time to time by resolution:
- (a) establish and maintain such designations or other groupings as it may determine in order to recognise the value of contributions made by persons to Plunket and the furtherance of its Objects; and

- (b) determine the qualifications for inclusion in such designations or groupings, including in relation to matters such as (without limitation):
 - (i) the nature of the work undertaken and responsibility carried by a person on behalf of Plunket or the National Society;
 - (ii) contribution as a Volunteer or staff member of Plunket or the National Society;
 - (iii) financial or other contributions made by a person to Plunket or the National Society.

9.2 Members of these designations or groupings will receive regular communications about Plunket, be invited to events and have their contributions recognised by Plunket as appropriate.

9.3 A person's membership of a designation or other grouping may be terminated at any time by the Board if circumstances exist which, in the opinion of the Board, could bring the Trust into disrepute. Before any such termination of membership, the Board will, unless it is impractical to do so, give notice to the affected person, and allow that person reasonable opportunity to make submissions. The decision of the Board will not be subject to appeal.

9.4 For the avoidance of doubt a reference to a person in this clause 9 includes a reference to natural persons, corporate entities and any other form of legal personality, incorporated or unincorporated.

10. Annual General Meetings

10.1 An Annual General Meeting must be held in each calendar year (as soon as reasonably practicable after, and in any event within six (6) months of, the end of the Financial Year) on such date, and at such time and place as the Board determines.

10.2 The Board must, not less than three (3) months prior to the date of the Annual General Meeting, cause the date, time and place for the Annual General Meeting to be publicised by such means as the Board deems appropriate.

10.3 Any Friend of Plunket, Volunteer or interested member of the public shall be entitled to attend the Annual General Meeting.

10.4 The Board shall determine the business of the Annual General Meeting from time to time. Notwithstanding the generality of the foregoing, the purpose of the Annual General Meeting shall include:

- (a) to review the work, and recognise the successes, of Plunket over the period since the last Annual General Meeting;
- (b) to discuss the challenges facing Plunket in the period ahead;
- (c) to acknowledge the contribution made by the Friends of Plunket and Volunteers in assisting Plunket in the furtherance of its Objects; and
- (d) to consult with Friends of Plunket, Volunteers and other members of the public in attendance in respect of matters relevant to Plunket.

10.5 The Board shall give reasonable consideration to inclusion in the business of the Annual General Meeting of any matter notified in writing to the Board not later than two (2) months

prior to the date of the Annual General Meeting by any Friend of Plunket, Volunteer or interested member of the public.

11. Execution of documents

- 11.1 Any contract or other obligation required to be entered into as a deed shall be executed by two (2) Board Members or in such other manner as is authorised by the Property Law Act 2007.
- 11.2 Any other contract or obligation shall be signed or otherwise entered into by a person acting on behalf of and under the authority of the Board or the Chief Executive Officer.

12. Limitation of liability and indemnity

- 12.1 Each Board Member and each Plunket employee is fully indemnified by and out of the Trust Fund for any loss or liability incurred in the course of the activities of the Trust. The indemnity includes in particular any liability to satisfy all costs and expenses arising out of conduct of the activities of the Trust.
- 12.2 The indemnity conferred by Rule 12.1 may extend to any loss or liability arising after a person has ceased to be a Board Member or an employee.
- 12.3 The indemnity conferred by Rule 12.1 does not extend to a loss or liability that is attributable to:
- (a) a Board Member's or employee's dishonesty;
 - (b) in respect of a Board Member:
 - (i) the wilful commission by the Board Member of any act known by the Board Member to be a breach of trust; or
 - (ii) the wilful omission by the Board Member of any act when the omission is known by the Board Member to be a breach of trust.
- 12.4 No Board Member or employee of the Trust is liable to account to the Trust in its own right for:
- (a) the consequence of any act or omission or for any loss; and
 - (b) any loss or cost caused by an attorney, delegate, manager, agent or employee engaged by the Board Member or employee (as the case may be), despite any rule of law or equity to the contrary.
- 12.5 The exclusion from liability set out in Rule 12.4 does not apply where the consequence or loss is attributable to:
- (a) a Board Member's or employee's dishonesty;
 - (b) in respect of a Board Member:
 - (i) the wilful commission by the Board Member of any act known by the Board Member to be a breach of trust; or

- (ii) the wilful omission by the Board Member of any act when the omission is known by the Board Member to be a breach of trust.

12.6 No Board Member is bound to take any proceeding against another Board Member for any alleged breach of trust by that other Board Member.

12.7 The Board may effect any appropriate insurance cover for any Board Member or employee of the Trust at the expense of the Trust.

13. Alteration of the Rules

13.1 Subject to any relevant legislation for the time being in force relating to charitable trusts, the Board may by deed amend or revoke any provision of this Deed provided that such amendment or revocation is consistent with the Objects.

13.2 No amendment or revocation of any provision of the Deed will be made if it would result in the termination of the registration stated in Rule 4.1.

14. Resettlement and Winding up

14.1 The Board may at any time resettle all or any part of the Trust Fund on other objects within New Zealand that are similar to the Objects, provided that those other objects are charitable according to the law of New Zealand.

14.2 The Board may at any time wind up the Trust. On the winding up the Board shall apply the Trust Fund for charitable purposes within New Zealand which further the Objects. If the Board cannot determine application of the Trust Fund, the Trust Fund will be applied to such charitable purposes within New Zealand as directed by a Judge of the High Court of New Zealand.

15. Counterparts

15.1 This Deed may be executed in any number of counterparts which when taken together shall constitute the same instrument.

16. Governing law

This Deed and the Trust constituted by it will be governed by and construed in accordance with the laws of New Zealand.

[Execution pages follow]

Executed and delivered as a deed

SIGNED by **Helen Christine Lake**
as a trustee in the presence of :

)
)

H.C. Lake

Helen Christine Lake

[Signature]
Witness signature

Chief Strategic Advisor
Occupation

Wellington
Town of residence

SIGNED by **Matthew Sky Harker**
as a trustee in the presence of :

)
)

[Signature]

Matthew Sky Harker

[Signature]
Witness signature

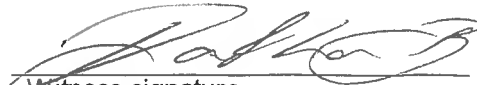
CIVIL SERVANT
Occupation

AUCKLAND
Town of residence

SIGNED by Tarati Rochelle Blair-Hunt)
as a trustee in the presence of :)




Tarati Rochelle Blair-Hunt




Witness signature
Chief Strategic Advisor
Occupation
Wellington
Town of residence

SIGNED by Lucy Alice Hickman)
as a trustee in the presence of :)



Lucy Alice Hickman



Witness signature
Engineer
Occupation
Wellington
Town of residence

SIGNED by Nigel Robert Kirkpatrick)
as a trustee in the presence of :)



Nigel Robert Kirkpatrick



Witness signature
Chief Strategic Advisor
Occupation
Wellington
Town of residence

SIGNED by Alison Mary Prins
as a trustee in the presence of :

)
)


Alison Mary Prins

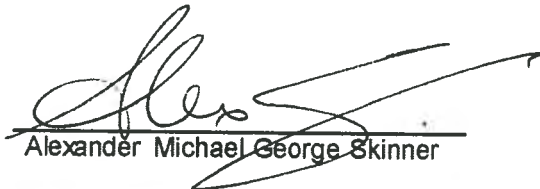

Witness signature

Chief Strategic Advisor
Occupation

Wellington
Town of residence

SIGNED by Alexander Michael George
Skinner
as a trustee in the presence of :

)


Alexander Michael George Skinner

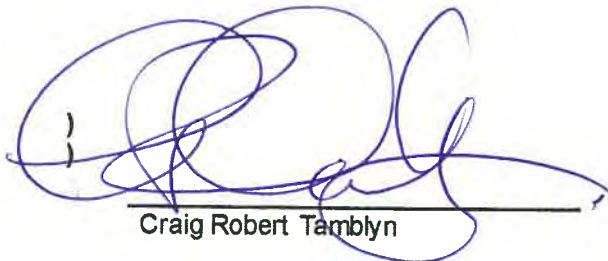

Witness signature

At home parent
Occupation

Christchurch
Town of residence

SIGNED by Craig Robert Tamblyn
as a trustee in the presence of :

)

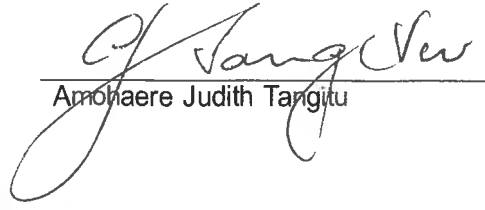

Craig Robert Tamblyn

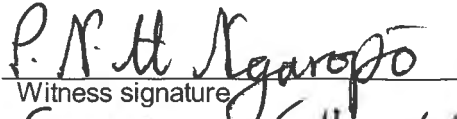

Witness signature

Chief Strategic Advisor
Occupation

Wellington
Town of residence

SIGNED by Amohaere Judith Tangitu)
as a trustee in the presence of :)


Amohaere Judith Tangitu


Witness signature

Senior Cultural Advisor
Occupation

Whakatane
Town of residence

Annual Return Summary

Generated on:
18 November 2020

Registration Number:	CC54853
Charity Name:	Royal New Zealand Plunket Trust
Annual Return Reference:	AR003
For Year Ending:	30 June 2020

Charity Details

Legal Name:	Royal New Zealand Plunket Trust
Trading Name:	Plunket
IRD Number:	124-267-242
NZBN Number:	N/A

Charity's Postal Address: PO Box 5474
Pipitea
Wellington 6140

Charity's Street Address: 40 Mercer Street
Wellington Central
Wellington 6011

Phone: 04 4710177
Position:
Email: nicole.summerfield@plunket.org.nz
Website: www.plunket.org.nz
Facebook: facebook.com/plunketNZ
Twitter:
Social Network Name:

Primary Contact

First Name: Nicole Summerfield
Email: nicole.summerfield@plunket.org.nz
Daytime Phone: 044704904
Other Phone:
Position

Alternative Contact

First Name: Liz Barton
Email: liz.barton@plunket.org.nz
Daytime Phone: 027 216 4223
Other Phone:
Position

Purpose & Structure

Purpose

Charitable Purpose:

Provider of support services for the development, health and well being of children under five.

Structure:

Entity Structure:

The Trust is governed by the board (comprised of its trustees) which have responsibility for overseeing the conduct of the Trust's affairs. The objects of the trust are carried out by Plunket staff, groups and other volunteers under the direction of the Board, the Chief Executive Officer (appointed by the Board) and other delegates of the board. A strategic plan annual business plan, agreed local plans and Plunket's supporting policies and procedures guide the carrying out of the objects as described above.

Activity, Sector and Beneficiary

Main Activity:	Provides advice / information / advocacy
Main Sector:	Health
Main Beneficiary:	Children / young people

People

Paid work (average week)

People employed full time:	703
People employed part time:	499
Average paid hours per week:	68426

Volunteer work (average year)

Total volunteers:	1761
Volunteer hours:	0

Your Organisation

Reporting Tier

Tier 1 (Can be used by any charity but must be used if annual expenses are over \$30 million or charity has Public Accountability.)

Provision of financial services

Does your charity, in its ordinary course of business, lend money (to or on behalf of others), or manage money or funds on behalf of others? No

Income Spent on charitable purposes overseas

Over the last financial year, did your charity provide any goods or services overseas? No

Over the last financial year did your Charity use any business income (e.g. sale of goods or services) for Charitable purpose overseas? No

Over the last financial year, did your charity receive donations and use any of its funds for charitable purposes overseas? No

Audit & Review

Is it a requirement of your charity's rules to have your financial statements reviewed or audited? Yes

What was your total operating expenditure for your current financial year? Over \$1 million

Please confirm that the financial statements that you are submitting have been reviewed or audited: Yes

Did your charity receive a modified audit opinion for any reason other than because the charity received cash donations? No

Related party transactions

Does your charity's financial statements disclose any related party transactions? Yes

* Audit conducted by

Name	Sonia Isaac
Occupation	Audit Partner
Organisation	KPMG

Statement of comprehensive revenue and expense

Revenue from exchange transactions

Fees, subscriptions (including donations) from members:*	0
Revenue from providing goods and services:*	80,443,633
Interest, dividends and other investment revenue:*	41,215
Other revenue from exchange transactions:*	1,813,674

Revenue from non exchange transactions

Donations/Koha, grants, fundraising and other similar revenue:*	9,281,943
Other revenue from non-exchange transactions:*	0
Other Revenue:	0
Total revenue:	91,580,465

Expenses

Salaries and Wages	64,974,040
Depreciation	3,467,413
Other expenses:*	25,162,219
Total expenses:	93,603,672

Surplus/deficit

Surplus/deficit:	-2,023,207
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Other Comprehensive revenue and expense

Gain on property revaluation:*	39,291
Other comprehensive revenue and expense:*	0
Total comprehensive revenue and expense for the period:	39,291

Comprehensive revenue and expense for the period

Comprehensive revenue and expense for the period:*	-1,983,916
----------------------------------------------------	------------

Statement of Financial Position

Current Assets

Cash and cash equivalents:*	1,789,519
Receivables (from exchange transactions) and recoverables (from non-exchange transactions):*	4,117,866
Inventory/inventories:*	110,227
Other current assets:*	1,698,825
Total current assets:	7,716,437

Non Current Assets

Property, plant and equipment:*	39,101,803
Intangible assets:*	8,420,652
Investments:*	207,768

Investment property:*	0
Other non-current assets:*	450,000
Total non-current assets:	48,180,223
Total assets:	55,896,660

Liabilities

Total current liabilities:*	23,691,648
Total non-current liabilities:*	1,131,337
Total liabilities:	24,822,985

Assets less liabilities

Total assets less total liabilities:	31,073,675
--------------------------------------	------------

Net assets/equity

Capital contributed by owners:*	-1,983,917
Accumulated comprehensive revenue and expense:*	33,057,592
Reserves:*	0
Minority interest:*	0
Total equity:	31,073,675

Supporting Information

Certification

Certifying Officer: Nicole Summerfield

Withhold Annual Return

Withhold annual return: No

Rates Remission Application

Applicant details	
Valuation reference number(s)	1406128900 140815240 1383015601
Name of organisation	Ruahine Kindergarten Association
Contact name	Jill Brider
Postal address	26 Taonui Street Palmerston North 4414
Phone	06 3578264
Email	jill.brider@rka.org.nz
Website	www.rka.org.nz
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC10852
What was the charity registration date?	15 August 2007
Please upload a copy of proof of charitable status	Charities Certificate.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	Ruahine Kindergarten Association (RKA) is a not-for-profit Early Childhood Education provider with a commitment to low fees making early childhood education accessible and affordable to all. RKA has 20 kindergartens and 3 early learning centres spanning across the Manawatu. 3 of our centres are based in the Manawatu District Council region.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	Our centres in the MDC help support the vision of MDC of helping to attract and retain residents and businesses by providing quality early childhood education situated within the neighbourhoods of Feilding and Kimbolton.
Demonstrate how your organisation's service or services meet the current and future needs of Manawātū District residents	Support with rates remission means that the funding can benefit the children directly and retain families within the District.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawātū District residents as well as how these residents are given the opportunity to participate	Our centres are local, servicing the local communities and families. Kimbolton Early Learning Centre was established by RKA after a need in the community arose when the local playcentre shut down.
Estimated number of active members, clients or participants	100 children and families involved in the centres.

Do other organisations use your facilities? If yes, please give details of these organisations	No.
Please attach here a copy of your organisation's constitution	7a RKA Ratified Constitution 2017 - signed.pdf
Finance details	
Please attach here a copy of your most recent audited financial accounts	Audit opinion and final accounts 2019.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	Deed of Lease Makino.pdf
Supporting information	
Is there any other information you would like to share that would support your application?	Please find attached the deed of lease for Feilding and Kimbolton in the supporting documents.
Please attach any supporting documents here	Kimbolton Deed of Lease.pdf Feilding Deed of lease.pdf
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government	Yes

Official Information and Meetings Act 1987	
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

Annual Financial Statements

Ruahine Kindergarten Association
For the year ended 31 December 2019

Prepared by Bennett Currie (2014) Ltd

Contents

3	Statement of Comprehensive Revenue and Expenses
4	Statement of Changes in Net Assets
5	Statement of Financial Position
6	Statement of Cashflows
7	Statement of Accounting Policies
12	Notes to the Financial Statements
25	Auditors Report

Statement of Comprehensive Revenue and Expenses

Ruahine Kindergarten Association For the year ended 31 December 2019

	NOTES	2019	2018
Revenue			
Revenue from exchange transactions			
Government grants	1	10,292,794	10,274,673
Local contributions	2	244,613	214,923
Interest revenue		86,732	122,062
Other operating revenue	3	414,479	239,459
Revenue from non-exchange transactions			
Donation and grant revenue		30,180	50,741
Total Revenue		11,068,797	10,901,857
Expenses			
Local contribution expense	2	34,263	47,064
Learning resources	4	8,775,329	8,732,608
Management administration	5	1,112,197	1,204,516
Property	6	911,936	675,726
Depreciation	11	514,037	478,741
Bad debt expense		304	(2,547)
Total Expenses		11,348,067	11,136,108
Total surplus/(deficit) for the period		(279,270)	(234,250)
Total comprehensive revenue and expenses attributable to members		(279,270)	(234,250)

The above statements should be read in conjunction with the accompanying notes and Auditor's report.

Statement of Changes in Net Assets

Ruahine Kindergarten Association For the year ended 31 December 2019

	2019	2018
Changes in Net Assets		
Equity at the start of the year	10,191,509	10,425,758
Total comprehensive income/ (deficit)	(279,270)	(234,250)
Equity at the end of the year	9,912,239	10,191,508

The above statements should be read in conjunction with the accompanying notes and Auditor's report.

Statement of Financial Position

Ruahine Kindergarten Association As at 31 December 2019

	NOTES	2019	2018
Current Assets			
Cash and cash equivalents	7	2,172,139	1,644,305
Receivables from exchange transactions	8	101,934	178,576
Prepayments	9	72,035	79,843
Investments	10	1,525,000	2,125,000
Total		3,871,108	4,027,724
Current Liabilities			
Accounts payable	14	798,455	765,089
Income received in advance	15	1,293,081	1,320,918
Finance leases - current portion	16	45,334	116,032
Loans - current portion	13	28,433	-
Total		2,165,303	2,202,040
Working Capital		1,705,805	1,825,685
Non-Current Assets			
Property, Plant and Equipment	11	7,844,098	8,256,441
Property Capital Works in Progress		1,263,111	166,701
Advance - TWR Education Services Limited		-	5,000
Total Non-Current Assets		9,107,208	8,428,141
Non-Current Liabilities			
Finance leases - non-current portion	16	18,570	62,318
Loans - non-current portion	13	882,204	-
Total Non-Current Liabilities		900,774	62,318
Net Assets		9,912,239	10,191,508
Equity & Reserves			
Equity & Reserves	17	9,912,239	10,191,508

These financial statements have been approved and were authorised for issue by the Board on 22nd June 2020



Chairperson



Chief Executive Officer

The above statements should be read in conjunction with the accompanying notes and Auditor's report.

Statement of Cashflows

Ruahine Kindergarten Association For the year ended 31 December 2019

	NOTES	2019	2018
Cash flow from Operating activities			
Receipts			
Government Operating grants		10,261,715	10,271,212
Local Fundraising		345,039	210,027
Interest		93,114	114,591
Other Income		417,736	239,771
Payments			
Payment to suppliers		(1,655,862)	(1,602,078)
Payment to employees		(9,080,034)	(9,058,406)
Net cash from operating activities		381,708	175,117
Cash flows from investing activities			
Receipts			
Sale of Investments		605,000	991,934
Payments			
Purchase of property, plant and equipment		(1,253,150)	(871,669)
Net cash from investing activities		(648,150)	120,265
Cash flows from financing activities			
Payments			
Finance lease payments		(116,361)	(62,751)
Proceeds from borrowings		910,637	-
Net cash from financing activities		794,276	(62,751)
Net increase/ (decrease) in cash, cash equivalents and bank overdrafts		527,834	232,631
Cash, cash equivalents and bank overdrafts at the beginning of the year		1,644,305	1,411,704
Cash, cash equivalents and bank overdrafts at the end of the year		2,172,139	1,644,305

The above statements should be read in conjunction with the accompanying notes and Auditor's report.

Statement of Accounting Policies

Ruahine Kindergarten Association For the year ended 31 December 2019

1. STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

1.1 Reporting Entity

The reporting entity is Ruahine Kindergarten Association Inc. (RKA). RKA is domiciled in New Zealand and is a charitable organisation registered under the Incorporated Societies Act 1908 and the Charities Act 2005.

Ruahine Kindergarten Association Inc. is a provider of quality early childhood education across the greater Manawatu region including the Horowhenua, Rangitikei and Tararua districts.

These financial statements have been approved and were authorised for issue by the Board on 22 June 2020.

1.2 Statement of Compliance

The financial statements have been prepared in accordance with generally accepted accounting practice in New Zealand (NZ GAAP). They comply with Public Benefit Entity Accounting Standards (PBE IPSAS) and other applicable financial reporting standards as appropriate that have been authorised for use by the External Reporting Board for Not-For-Profit (NFP) entities.

For the purpose of complying with NZ GAAP, RKA is a public benefit not-for-profit entity and is eligible to apply Tier 2 NFP PBE standards on the basis that it does not have public accountability and is not defined as large.

The Board of Trustees has reported in accordance with Tier 2 NFP PBE Accounting Standards and in doing so has taken advantage of all Reduced Disclosure Regime (RDR) disclosure concessions. The decision results in RKA not preparing a Statement of Service Performance for both reporting periods.

1.3 Changes in Accounting Policy

There have been no other changes in accounting policies. All other policies have been applied on bases consistent with all years represented.

1.4 Summary of Accounting Policies

The significant accounting policies used in the preparation of these financial statements are set out below and have been applied consistently to both years presented in these financial statements.

a) Basis of Measurement

The financial statements are prepared on the basis of historical cost as modified by the fair value measurement of investment properties, no-derivative financial instruments and land and buildings which are measured at fair value.

b) Functional and Presentational Currency

These financial statements are presented in New Zealand dollars, which is RKA's functional currency. All financial information presented in New Zealand dollars has been rounded to the nearest dollar.

c) Revenue Recognition

Revenue is recognised to the extent that it is probable the economic benefit will flow through RKA and revenue can be reliably measured. Revenue is measured at fair value of the consideration received. The following specific recognition criteria must be met before revenue is recognised.

Revenue from non-exchange transactions

Grants

Grant revenue includes grants given by other charitable organisations, philanthropic organisations and business. Grant revenue is recognised when the condition attached to the grant has been complied with. Where there are unfulfilled conditions attached to the grant, the amount relating to the unfulfilled condition is recognised as a liability and released to revenue as the conditions are fulfilled.

Donations

Donations are recognised as revenue upon receipt and include donations from the general public, donations received for specific programs or services, or donation in-kind. Donations in-kind include donations received for services, food, clothing, toys and volunteer time and are recognised in revenue when the service or good is received. Donations in-kind are measured at their fair values at the date of acquisition, ascertained by reference to the expected cost that would be otherwise incurred by RKA.

Services in-kind may be recognised as revenue but don't have to be, including volunteer time which has been recorded where possible but has not been given a financial value in these statements.

Legacies and Bequests

Revenue from legacies and estates that satisfies the definition of an asset is recognised as revenue when it is probable that the future economic benefit or service potential will flow to RKA, and the fair value can be measured reliably.

Revenue from exchange transactions

Government grants revenue

Revenue from government grants relates to income received from the Ministry of Education (MOE) and is provided as funding for services RKA provides relating to early childhood education. Revenue is recognised in the period the services are provided.

Interest Revenue

Interest revenue on cash and cash equivalents and investments is recognised as it accrues.

d) Financial Instruments

Financial assets and financial liabilities are recognised when RKA becomes a party to the contractual provision of the financial instrument.

RKA derecognises a financial asset or, where applicable, a part of a financial asset or part of a group of similar financial assets when the rights to receive cash flows from the asset have expired or are waived, or RKA has transferred its right to receive cash flows from the asset or has assumed an obligation to pay the receive cash flows in full without material delay to a third party; and either:

RKA has transferred substantially all the risks and rewards of the asset; or

RKA has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset.

Financial Assets

Financial assets within the scope of NFP PBE IPSAS 29 *Financial Instruments: Recognition and Measurement* are classified as financial assets at fair value through surplus or deficit, loans and receivables, held-to-maturity investments or available-for-sale financial assets. The classifications of the financial assets are determined at initial recognition.

The category determines subsequent measurement and whether any resulting income and expense is recognised in surplus or deficit or in other comprehensive revenue and expenses. RKA's financial assets are classified as financial assets at fair value through surplus or deficit, loans and receivables or as available for sale financial assets. RKA's financial assets include; cash and equivalents, short-term deposits, receivables from non-exchange transactions, receivables from exchange transactions and investments.

All financial assets except for those at fair value through surplus or deficit are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or group of financial assets is impaired. Different criteria to determine impairment are for each category of financial assets, which are described below.

Financial assets at fair value through surplus or deficit

Financial assets at fair value through surplus or deficit include items that are either classified as held for trading or that meet certain conditions and are designated at fair value through surplus or deficit upon initial recognition. All derivative financial instruments fall into this category, except those designated and effective as hedging instruments or a derivative that is a financial guarantee contract.

Loans and Receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. After initial recognition, these are measured at amortised cost using the effective interest method, less any allowance for impairment. RKA's cash and cash equivalents, receivables from exchange transactions and receivables from non-exchange transactions fall into this category of financial instruments.

Available for sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are either designated to this category or do not qualify for inclusion in any of the other categories of financial assets.

Impairment of financial assets

RKA assesses at the end of the reporting date whether there is objective evidence that a financial asset or group of financial assets is impaired. A financial asset or group of financial assets is impaired and impairment losses are incurred if there is objective evidence of impairment as a result of one or more events that occurred after initial recognition of the asset (a loss event) and that loss even has an impact on the estimated future cash flows of the financial asset or group of financial assets that can be reliably estimated.

For financial assets carried at amortised cost, if there is objective evidence that an impairment loss on loans and receivables carried at amortised cost has been incurred, the amount of the loss is measured as the difference between the assets carrying amount and the present value of the estimated future cash flows discounted at the financial assets original effective interest rate. The carrying amount of the asset is reduced through the use of an allowance account. The amount of the loss is recognised in the surplus or deficit for the reporting period.

In determining whether there is any objective evidence of impairment, RKA first assesses whether there is objective evidence of impairment for financial assets that are individually significant, and individually or collectively significant for financial assets that are not individually significant. If RKA determines that there is no objective evidence of impairment for an individually assessed financial asset, it includes the asset in a group of financial assets with similar credit risk characteristics and collectively assesses them for impairment. Assets that are individually assessed for impairment and for which an impairment loss is or continues to be recognised are not included in a collective assessment for impairment.

If in a subsequent period, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment was recognised, the previously recognised impairment loss is reversed by adjusting the allowance account. If the reversal results in the carrying amount exceeding its amortised cost, the amount of the reversal is recognised in the surplus or deficit.

Financial Liabilities

RKA's financial liabilities include trade and other creditors and employee entitlements.

All financial liabilities are initially recognised at fair value (plus transaction costs for financial liabilities not at fair value through surplus and deficit) and are measured subsequently at amortised cost using the effective interest rate method except for financial liabilities at fair value through surplus or deficit.

Employee Entitlement

Accruals mainly reflect annual leave owing to teachers and ancillary staff and are recognised in respect of employees' services to balance date and are measured at the amounts expected to be paid when the liabilities are settled.

No provision is required for sick leave as RKA policy is to allow leave up to entitlement. Additional to entitlement leave is only provided on a case by case basis at the discretion of Management. Historically this equates to four weeks per year across all staff therefore not significant.

e) Cash and Cash Equivalents

Cash and cash equivalents are short term, highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value. RKA's cash and cash equivalents include cash on hand, bank balances, deposits held at call with banks and other short term highly liquid investments with original maturities of three months or less and bank overdrafts.

f) Short term investments

Short term investments comprise term deposits which have a term of greater than three months and therefore do not fall into the category of cash and cash equivalents.

g) Nature and purpose of reserves

RKA maintains reserves in terms of specific requirements.

Equity Funding Reserve

Equity funding is targeted funding provided by the Ministry of Education (MOE). The purpose of these funds is to reduce educational disparities between groups in New Zealand communities, reduce barriers to Early Childhood participation and to support education services in raising levels of educational achievement. Equity funding must be spent with the equity objectives for participation and quality in mind.

Targeted Funding Reserve

Targeted funding is targeted funding provided by the Ministry of Education (MOE). The purpose of these funds is to improve the affordability and quality of early learning for tamariki/children from disadvantaged backgrounds and ensure that they start school ready to learn. Targeted funding must be spent with the targeted objectives for participation and quality in mind.

Thomas McCarthy Trust Grant Reserve

RKA receives biennial grant funding from the Thomas McCarthy Trust for all Kindergartens. The purpose of these grants is for the purchase of books, computers or replacement toys and equipment in the Kindergartens.

h) Property, Plant and Equipment

Items of property, plant and equipment are measured at cost less accumulated depreciation and impairment losses. Costs include expenditure that is directly attributable to the acquisition of the asset. Where the asset is acquired through a non-exchange transaction, its cost is measured at its fair value as at the date of acquisition.

Any gain or loss on disposal of an item of property, plant and equipment calculated as the difference between the net proceeds from disposal and the carrying amount of the item is recognised in the surplus or deficit.

Property, plant and equipment acquired with individual values under \$500 are not capitalised, they are recognised as an expense through surplus or deficit.

Depreciation has been charged against the operation of the entity in the statement of financial performance. The following Diminishing Value rates have been used:

Buildings & Structures	3%	13%
Furniture & Fittings	15%	

Motor Vehicles	20%	30%
Plant & Equipment	13%	50%

Leased Assets are depreciated over the term of the lease.

Depreciation methods, useful lives and residual values are reviewed at each reporting date and adjusted if appropriate.

i) Operating Lease payments

Payments on operating lease agreements, where the lessor retains substantially the risk and rewards of ownership of an asset, are recognised as an expense on a straight-line basis over the lease term.

j) Goods and Services Tax (GST)

The financial statements have been prepared on a GST exclusive basis, with the exception of Accounts Receivable and Accounts Payable which are stated inclusive of GST.

k) Income Tax

Due to its charitable status, RKA is exempt from Income Tax under section CW41-43 of the Income Tax Act 2005.

l) Significant judgements and estimates

In preparing the financial statements, the Board is required to make judgements, estimates and assumptions that could affect the reported amounts of revenue, expenses, assets and liabilities and the disclosure of contingent liabilities at the end of the reporting period. The uncertainty from these assumptions and estimates could result in outcomes that may result in a material adjustment to the carrying amount of the asset or liability.

RKA bases its assumptions and estimates on parameters available when the financial statements are prepared. However existing circumstances and assumptions about future development may change due to market changes or circumstances arising beyond the control of RKA. Such changes are reflected in the assumptions when they occur.

Notes to the Financial Statements

Ruahine Kindergarten Association For the year ended 31 December 2019

	2019	2018
1. Government Grants		
MOE ECE & 20 Hours Funding	10,002,657	9,932,032
Equity Funding	215,038	233,788
Targeted Assistance Funding	-	4,500
Targeted Funding or Disadvantaged	75,100	104,353
Total	10,292,794	10,274,673
	2019	2018

2. Local Contribution

Local funds raised within the Association's community are made up of:

	2019	2018
Income		
Committee Efforts	77,132	97,695
Fees	167,481	117,228
Total Income	244,613	214,923
Expenditure		
Committee Efforts	34,263	47,064
Total Expenditure	34,263	47,064
Net Profit for the year	210,350	167,859
	2019	2018

3. Other Income

	2019	2018
Enviroschools	10,285	-
Expanding Behaviour Service Funding	1,667	-
Incredible Years Facilitator Programme	85,796	80,978
Teacher Led Innovation Fund Revenue	32,056	42,950
Teacher Led Research Initiative	21,562	-
MOE External Secondment Revenue	-	50,900
KTCA Head Teacher Allowances	42,350	45,610
Other Income	220,764	19,020
Total	414,479	239,459
	2019	2018

4. Learning Resources

	2019	2018
Affiliation Fees	21,390	21,390
Educational Resources	255,067	247,118
Groceries & Milk	11,100	13,382
Paper, Printing & Stationary	45,422	42,104
Postage & Phones	52,905	83,337
General Expenses	9,383	12,967

Professional Learning	142,248	107,195
Teachers Salaries	7,868,218	7,827,148
Payroll, Appts Scheme & ACC	262,736	267,941
Equity Funding For Teachers Aides	81,750	54,965
Targeted Funding For Teachers Aides	25,111	55,061
Total Learning Resources	8,775,329	8,732,608

2019 2018

5. Management Administration

Salaries & Honorarium	910,560	996,094
Office Expenses	9,694	9,629
Accountancy & Audit Fees	21,050	8,000
Legal Fees	3,234	-
Consultant Fees	700	3,944
Information Technology	86,031	97,612
Software Fees	44,243	40,680
Advertising & Marketing	18,267	18,698
Travel & Allowances	11,068	10,418
Conference Expenses & Presentations	4,939	9,859
Health & Safety	650	3,606
Interest - Hire Purchases	1,760	5,975
Total	1,112,197	1,204,516

Included in Salaries & Honorarium is the cost of the Kindergarten Admin salaries of \$200,328 (2018: \$234,510)

2019 2018

6. Equipment Property

Rates & Insurance	125,150	121,362
Cleaning	314,629	279,194
Fuel, Power and Water	60,985	58,786
Leasing Buildings	50,848	55,129
Leasing Equipment	8,759	8,767
Security	13,095	9,433
Vehicle Fuel and Repairs	10,747	17,557
General Repairs and Maintenance	119,603	108,898
Equipment and Buildings	14,582	15,271
Asset Disposal Loss	193,538	1,329
Total Equipment Property	911,936	675,726

2019 2018

7. Cash and Cash Equivalents

Cash on hand	315	96
Current account	162,757	116,958
Call account	684,067	277,251

	2019	2018
Short-term deposits with a maturity less than three months	1,325,000	1,250,000
Net cash, cash equivalents and bank overdraft for statement of cashflow	2,172,139	1,644,305

The carrying value of short-term deposits with maturity dates of three months or less approximates their fair value.

	2019	2018
8. Receivables from Exchange Transactions		
Interest	23,905	30,288
MOE Equity	48,430	55,444
Kindergartens & Other	41,917	104,859
Impairment loss	(12,319)	(12,015)
Accounts Receivable Total	101,934	178,576

	2019	2018
9. Prepayments		
Prepayments - Operating	69,946	76,219
Holiday Pay in Advance	2,089	3,623
Prepayments Total	72,035	79,843

10. Investments

The Association's investment activities are classified as follows:

Current Asset		
Short-term deposits with maturities between three months and one year	1,525,000	2,125,000
Total	1,525,000	2,125,000

ASB hold a bond over one investment to the value of \$750,000 for the processing of payroll commitments.

Planned Capital and Maintenance Programme

With a change of personnel in Facilities there has been an introduction of a project-based approach for repairs and maintenance and capital projects. Rather than a yearly survey the centres apply for R&M and/or projects through the Facilities Manager who then presents these to the Senior Management Team. The decisions are made based on how the centres are performing financially, occupancy and overall need of the project.

As at 31 December 2019 the Board has approved the following projects totalling \$65,935 for the 2020 and 2021 year:

Bulls	Front Entrance Upgrade	\$8,656
Cloverlea	Outdoor Learning Environment	\$12,490
Cloverlea	Storage Space Upgrade	\$4,639
Makino	Shade Sails	\$13,500
Pahiatua	Outdoor Learning Environment	\$2,000
Parkland	Surfacing	\$14,650
Roslyn	Outdoor Learning Environment	\$10,000

Total \$65,935

11. Property, Plant & Equipment

2019	Opening Balance (NBV)	Additions	Disposals	Depreciation	Total (NBV)
Land	\$1,195,912	-	-	-	\$1,195,912
Operating Buildings	\$6,100,792	\$183,690	(\$175,009)	(\$260,039)	\$5,849,435
Leased Vehicles	\$37,304	-	-	(\$11,193)	\$26,113
Motor Vehicles	\$26,970	-	-	(\$6,743)	\$20,226
Furniture & Fittings	\$183,796	\$23,095	(\$9,258)	(\$29,040)	\$168,593
Equipment	\$605,713	\$88,667	(\$9,492)	(\$163,223)	\$521,664
Leased Equipment	\$105,953	-	-	(\$43,800)	\$62,154
Balance at 31 December 2019	\$8,256,440	\$295,452	(193,758)	(\$514,037)	\$7,844,097

2019	Cost or Valuation	Accumulated Depreciation	Net Book Value
Land	\$1,195,912	-	\$1,195,912
Operating Buildings	\$8,581,733	(\$2,732,298)	\$5,849,435
Leased Vehicles	\$98,234	(\$72,121)	\$26,113
Vehicles	\$36,530	(\$16,304)	\$20,226
Furniture & Fittings	\$459,317	(\$290,724)	\$168,593
Equipment	\$1,039,093	(\$517,429)	\$521,664
Leased Equipment	\$227,781	(\$165,627)	\$62,154
Balance as at 31 December 2019	\$11,638,600	(\$3,794,503)	\$7,844,097

2018	Opening Balance (NBV)	Additions	Disposals	Depreciation	Total (NBV)
Land	\$1,195,912	-	-	-	\$1,195,912
Operating Buildings	\$6,024,954	\$357,261	-	(\$281,422)	\$6,100,792
Leased Vehicles	\$53,292	-	-	(\$15,988)	\$37,304
Motor Vehicles	\$16,846	\$14,991	-	(\$4,868)	\$26,970
Furniture & Fittings	\$174,319	\$37,882	-	(\$28,404)	\$183,796
Equipment	\$307,552	\$433,842	(\$31,425)	(\$104,259)	\$605,713

Leased Equipment	\$149,753	-	-	(\$43,800)	\$105,953
Balance at 31 December 2018	\$7,922,627	\$843,976	(\$31,425)	(\$478,741)	\$8,256,440

2018	Cost or Valuation	Accumulated Depreciation	Net Book Value
Land	\$1,195,912	-	\$1,195,912
Operating Buildings	\$8,638,125	(\$2,537,332)	\$6,100,792
Leased Vehicles	\$98,232	(\$60,928)	\$37,304
Vehicles	\$36,530	(\$9,561)	\$26,970
Furniture & Fittings	\$457,378	(\$273,582)	\$183,796
Equipment	\$978,805	(\$373,093)	\$605,713
Leased Equipment	\$227,781	(\$121,827)	\$105,953
Balance as at 31 December 2018	\$11,632,763	(\$3,376,323)	\$8,256,440

Operating Buildings comprise freehold and buildings situated on land owned by various third parties and used by Kindergartens under various rights to occupy and lease arrangements. For the operating Buildings provided by the Crown under a scheme known as "Beneficial Ownership" where the Association is responsible for the continued maintenance of the centre, with the Crown retaining title to the property. The accounts reflect 20% of the valuation undertaken on the 1st of January 2008, plus any additional capital improvements.

12. Intangible Assets

No intangible assets or liabilities existed as at 31st December 2019 (2018: Nil)

13. Loans

ASB Term Loan

Secured by first mortgage over the property held at 203 Ruapehu Drive, Palmerston North. Interest rate: 4.80% per annum.

	2019	2018
ASB Loan		
Current	28,433	-
Non-current	882,204	-
Total ASB Loan	910,637	-

	2019	2018
14. Accounts Payable		
Operating creditors and accruals	158,420	94,632
Employee benefits - salaries accrual	281,760	244,663
GST payable	358,276	425,794
Total	798,455	765,089

The carrying value of payables approximates their fair value.

	2019	2018
15. Income Received in Advance		
MOE Grants received in advance	1,275,512	1,313,606
Grants Received	14,000	7,000
Other Income received in advance	3,570	313
Total	1,293,081	1,320,918

16. Finance Lease Liability

The Association has entered into the following finance lease agreements,

Photocopiers – Commencement date 28th March 2016, term 63 months. 63 monthly payments of \$3,541.80.

Photocopier - Commencement date 7th November 2017, term 43 months. 43 monthly payments of \$108.09.

Mobile Phones - Commencement date 9th December 2018, term 24 months. 24 monthly payments of \$16.63.

Mobile Phones - Commencement date 6th July 2019, term 24 months. 24 monthly payments of \$33.26.

Mobile Phones - Commencement date 6th December 2019, term 12 months. 12 monthly payments of \$59.83.

	2019	2018
Finance Lease Liability		
Hire Purchase	63,904	180,110
Less future finance charges	-	(1,760)
Finance Lease Liability	63,904	178,350
Included in the financial statements as:		
Finance Leases - current portion	45,334	116,032
Finance Leases - non-current portion	18,570	62,318
Total Included in the financial statements as:	63,904	178,350
No later than one year	45,334	116,032
Later than one year and no later than five years	18,570	62,318
Later than five years	-	-
Total	63,904	178,350

17. Equity & Reserves

	2019 Actual	2018 Actual
Accumulated Funds	\$9,615,902	\$9,955,590
Equity Funding Reserve	\$257,395	\$219,158
Targeted Funding Reserve	\$32,941	\$12,260
Thomas McCarthy Trust Reserve	\$6,000	\$4,500
Total Equity & Reserves	\$9,912,238	\$10,191,508

a) Accumulated Funds

	2019 Actual	2018 Actual
Opening Balance	\$9,955,590	\$10,171,255
Surplus/ Deficit	(\$279,270)	(\$234,249)
Transfer to/ from Equity Funding Reserve	(\$38,237)	\$28,344
Transfer to/ from Targeted Funding Reserve	(\$20,681)	(\$12,260)
Transfer to/ from Thomas McCarthy Trust Reserve	(\$1,500)	\$2,500
	\$9,615,902	\$9,955,590

b) Equity Funding Reserve

	2019 Actual	2018 Actual
Opening Balance	\$219,158	\$247,502
Additions	\$215,036	\$233,788
Expended (per schedule below)	(\$176,800)	(\$262,133)
Closing Balance	\$257,394	\$219,158
Awapuni	\$35,253	\$32,308
Campbell	\$20,451	\$9,946
Cloverlea	\$3,061	\$5,600
Feilding	\$5,716	\$6,006
Foxton	\$47,887	\$53,130
Makino	\$14,701	\$18,198
Mill Street	\$24,899	\$12,786
Pahiatua	\$37,321	\$18,148
Roslyn	\$42,477	\$36,116
Somerset	\$10,298	\$2,127
Takaro	\$15,330	\$24,793
	\$257,394	\$219,157

This money was spent on the following:

	2019 Teacher Aide Salary	2019 Learning Resources	2019 New Equipment	2018 Teacher Aide Salary	2018 Learning Resources	2018 New Equipment
Awapuni	\$834	\$7,424	\$1,406	\$390	\$13,848	\$38,409
Campbell	-	\$1,774	-	\$1,331	\$4,094	\$12,642
Cloverlea	\$10,129	\$3,852	\$1,978	\$5,742	\$2,494	\$2,603

Feilding	\$4,145	\$8,017	\$515	\$70	\$9,630	\$4,985
Foxton	\$17,903	\$10,184	\$9,045	\$17,540	\$7,569	\$32,534
Makino	\$26,977	\$6,745	-	\$18,517	\$7,375	-
Mill Street	\$72	\$1,945	\$5,213	-	\$2,584	\$14,134
Pahiatua	-	\$1,497	\$1,044	\$43	\$3,744	\$5,000
Roslyn	\$3,816	\$492	\$4,049	-	\$923	-
Somerset	\$9,308	\$8,754	\$515	\$10,208	\$9,975	\$21,479
Takaro	\$8,567	\$12,631	\$7,971	\$1,124	\$7,436	\$5,710
	\$81,750	\$63,315	\$31,734	\$54,965	\$69,672	\$137,496

c) Targeted Funding Reserve

	2019 Actual	2018 Actual
Opening Balance	\$12,261	-
Additions	\$75,100	\$104,353
Expended (per schedule below)	(\$54,419)	(\$92,092)
Closing Balance	\$32,942	\$12,261
Ashurst	-	\$131
Awapuni	\$3,055	\$715
Campbell	\$5,174	\$362
Cloverlea	\$4,903	\$2
Feilding	\$3,399	\$11
Foxton	\$2,802	-
Hokowhitu	\$3,076	\$163
Holyoake	\$1,837	-
Kelvin Grove	\$3,138	\$1,142
Makino	\$3,514	\$772
Manchester	-	\$9
Mill Street	\$5,222	\$2,661
Milson	\$4,934	\$394
Pahiatua	\$8,066	\$2,313
Parkland	-	\$1,242
Roslyn	\$8,737	\$1,183
Somerset	\$7,268	\$34

Takaro	\$5,210	\$1,116
West End	\$4,765	\$11
	\$75,100	\$12,261

This money was spent on the following:

	2019 Teacher Aide Salary	2019 Learning Resources	2019 New Equipment	2018 Teacher Aide Salary	2018 Learning Aide Salary	2018 New Equipment
Ashhurst	-	-	-	-	\$3,744	-
Awapuni	-	\$903	-	\$1,868	\$4,158	-
Campbell	\$20	-	-	\$5,971	-	-
Cloverlea	\$4,629	\$397	-	\$5,957	-	-
Feilding	-	\$2,498	-	-	\$3,212	-
Foxton	\$1,421	\$638	-	\$5,164	-	-
Hokowhitu	(\$339)	\$3,067	-	-	\$3,384	-
Holyoake	-	\$650	-	-	-	-
Kelvin Grove	\$3,574	-	-	\$2,418	\$132	-
Makino	\$2,451	-	-	\$4,462	-	-
Manchester	-	-	-	\$1,614	\$1,732	-
Mill Street	\$900	\$354	-	-	\$2,938	-
Milson	\$2,604	\$926	\$1,189	\$3,611	\$1,976	-
Pahiatua	\$3,862	\$616	\$1,885	\$5,681	-	-
Parkland	-	-	-	\$1,005	\$1,954	-
Roslyn	\$5,541	\$1,847	\$1,364	\$6,862	\$437	-
Somerset	\$96	\$3,026	\$575	\$5,989	\$1,847	-
Takato	\$352	\$4,196	-	\$3,039	\$4,867	-
West End	-	\$3,126	\$2,051	\$1,419	\$6,651	-
	\$25,111	\$22,244	\$7,063	\$55,060	\$37,032	-

2019

2018

18. Reconciliation of Net Profit with Operating Cash Flows

Net Loss	(279,270)	(234,249)
Add/ (less) non-cash items:		
Depreciation	514,037	478,740
Loss on Sale of Fixed Assets	193,538	-
Impairment Loss	304	(2,547)

2019 2018

Add/ (less) movements in working capital items:	2019	2018
Accounts receivable & Operating prepayments	84,146	(44,266)
Accounts payable	(103,210)	(10,204)
Income received in advance	(27,837)	(12,357)
Net increase/ (decrease) in cash from operating activities	381,708	175,117

19. Related party transactions

a) Related party transactions

No related party transactions have been entered into during the reporting period (2018: Nil)

b) Key management personnel

The key management personnel of Ruahine Kindergarten Association, as defined by PBE IPSAS 20 Related Party Disclosures, are the members of the governing body and the members of the senior management team. The governing body comprises the Board of Trustees, who are elected by the Association membership, and the Chief Executive Officer who attends meetings as a non-voting member of the Board. The aggregate remuneration of the members of the governing body and the number of members determined on a full-time equivalent basis receiving remuneration within this category (excluding the CEO) are:

	2019 Actual	2018 Actual
Aggregate remuneration	\$3,765	\$5,303
Number of persons	8	7

The senior management team consists of the Chief Executive Officer, Finance Manager, Facilities Manager, Operations Manager, Payroll and Infocare Manager, Senior Human Resource Advisor and Senior Teacher. The aggregate remuneration of the senior management team and the number of members determined on a full-time equivalent basis receiving remuneration within this category are:

	2019 Actual	2018 Actual
Aggregate remuneration	\$461,380	\$437,663
Number of persons	6	5

c) Remuneration and compensation provided to close family members of key management personnel

During the reporting period, there was no remuneration and compensation (2018: \$3,855) provided by the Association to employees who were close family members of key management personnel.

20. Contingencies

There are no contingent assets or liabilities as at 31 December 2019 (2018: Nil)

21. Financial Instruments

All financial instruments to which the Entity is a party are recognised in the financial statements.

a) Credit Risk Management

In the normal course of business, the Association incurs credit risk from trade and other receivables and banking institutions. The Association manages its exposure to credit risk by:

(i) holding cash and cash equivalents and term deposits with New Zealand registered banking institutions with a credit rating of A or above;

(ii) maintaining credit control procedures over trade and other receivables.

The Association has no significant concentration of credit risk. The maximum exposure at balance date is equal to the total amount of cash and cash equivalents, short term deposits and trade and other receivables disclosed in the Balance Sheet.

b) Interest rate risk management

The interest rate risk on funds held is managed through the use of a mixed term investment portfolio, held until maturity. The interest rate risk associated with short term deposits is considered minimal.

c) Liquidity risk management

All financial liabilities fall due within 30 days of balance date. The Association has no external debt and no other risks are relevant.

d) Carrying amount

The Association's board consider that the carrying amount of financial assets and financial liabilities recorded in the financial statements approximates their fair value.

e) Categories of Financial instruments

	2019	2018
FINANCIAL ASSETS		
Loans & receivables		
Cash and Cash Equivalents/ Short Term Investments	3,697,139	3,769,305
Trade and Other Receivables	101,934	178,576
Total Loans & receivables	3,799,073	3,947,881
	2019	2018
FINANCIAL LIABILITIES		
Financial liabilities at amortised cost		
Trade and Other Payables	158,420	94,632
Staff Entitlements	281,760	244,663
Finance Leases	63,904	178,350
Total Financial liabilities at amortised cost	504,083	517,646

22. Commitments

Capital Commitments

At balance date the board had entered into an agreement for tree pruning at Milverton Kindergarten quoted at \$2,200, upgraded decking at Milverton Kindergarten quoted at \$6,180, install new matting at Hokowhitu Kindergarten quoted at \$9,930, fort repairs at Hokowhitu Kindergarten quoted at \$2,300, installation of a shade sail at Hokowhitu Kindergarten quoted at \$3,380, installation of a shade sail at Roslyn Kindergarten quoted at \$3,490, landscaping at Summerhill Kindergarten quoted at \$35,000 and building costs at Summerhill Kindergarten quoted at \$222,996. Other than the above there were no capital commitments at 31 December 2019 (2018: \$40,426)

Operating Commitments

As at 31 December 2019 the Board has entered into the following contracts:

(a) Lease of Buildings

Property at 26 Taonui Street, Palmerston North - Commencement date 13th November 2017, term 12 years with right of renewal 1 term of 4 years. Expiry date 13th November 2029. Rental \$48,000 plus GST per annum.

(b) EFTPOS Rental (Pahiatua)

Lease of EFTPOS Machine - Commencement date 15th March 2019, term 36 months. Expiry date 15th March 2022. Rental \$616 plus GST per annum.

(c) EFTPOS Rental (Taonui Street)

Lease EFTPOS Machine - Commencement date 15th August 2019, term 36 months. Expiry date 15th August 2020. Rental \$835 plus GST per annum.

(d) Information Technology Service Agreement

IT Management and Support Contract - Commencement date 1st November 2017, term 36 months. Expiry date 31st October 2020. Contract of \$51,344 plus GST per annum.

(e) Cleaning Contact

Cleaning of all the properties under the administration of Ruahine Kindergarten Association - Commencement date 1st September 2018, term 36 months with right of renewal 1 term of 3 years. Expiry date 31st August 2021. Contract of \$198,300 plus GST per annum.

	2019 Actual	2018 Actual
No later than one year	\$290,538	\$285,955
Later than one year & no later than five years	\$921,249	\$979,587
Later than five years	\$282,000	\$406,113
	\$1,493,787	\$1,671,675

23. Grants Received during the 2019 year

Central Energy Trust	Parkland	\$921
Central Energy Trust	Riverdale	\$782
Central Energy Trust	Hokowhitu	\$1,209
Central Energy Trust	Foxton	\$1,209
Central Energy Trust	Hokowhitu	\$1,135
Central Energy Trust	Foxton	\$1,135
Central Energy Trust	Hokowhitu	\$4,832
Central Energy Trust	Cloverlea	\$4,184
Central Energy Trust	Makino	\$2,784
Central Energy Trust	Feilding	\$1,639
Central Energy Trust	West End	\$2,974
Central Energy Trust	Takaro	\$804

Central Energy Trust	Admin	\$4,245
Central Energy Trust	Campbell	\$2,470
Central Energy Trust	Takaro	\$2,220
Lion Foundation	Milson	\$2,000
New Zealand Community Trust	Kimbolton	\$2,316
Eastern & Central Grant	Riverdale	\$3,500
	Total	\$40,358

24. Events after the reporting date

On the 11th of March 2020 the World Health Organisation declared the outbreak of COVID-19 (a novel Coronavirus) a pandemic. Two weeks later, on 26 March, New Zealand increased its COVID-19 alert level to level 4 and a nationwide lockdown commenced. The lockdown has since been lifted after balance date, however there is still a level of uncertainty around the flow on effects of the disruption.

Whilst RKA continues to receive government funding for the period of lockdown, the full financial impact of the COVID-19 pandemic is not able to be determined at this stage, (2018: Nil)

INDEPENDENT AUDITOR'S REPORT

TO THE MEMBERS OF RUAHINE KINDERGARTEN ASSOCIATION INCORPORATED

Qualified Opinion

We have audited the financial statements of Ruahine Kindergarten Association Inc on pages 3 to 24, which comprises the statement of financial position as at 31 December 2019 and the statement of comprehensive revenue and expenses, statement of changes in net assets and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effects of the matters described in the *Basis for Qualified Opinion* paragraphs below, the financial statements on pages 3 to 24 present fairly, in all material respects, the financial position of Ruahine Kindergarten Association Inc as at 31 December 2019 and its financial performance and its cash flows for the year then ended, in accordance with Public Benefit Entity Standards Reduced Disclosure Regime.

Basis for Qualified Opinion

Income

Ruahine Kindergarten Association Inc has limited control over Local Contributions received, prior to being recorded, and there are no practical audit procedures to determine the effect of this limited control. Consequently, we were unable to determine whether any adjustments to these amounts were necessary.

Land & Buildings

An initial review during late 2019 of the land and buildings occupied by Ruahine Kindergarten Association Inc identified some uncertainty over the legal ownership of the land and buildings accounted for on the Association's asset register. The Association commenced a formal review to assess the legal ownership of all land and buildings, and whilst legal ownership has been confirmed, as at the date of this opinion the financial impact of the assessment has not been completed. Therefore, uncertainty remains around the total value of land and buildings in the asset register. We were therefore unable to determine whether any adjustment to the Statement of Financial Position was necessary.

We conducted our audit in accordance with International Standards on Auditing (New Zealand) (ISAs (NZ)). Our responsibilities under those standards are further described below in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of Ruahine Kindergarten Association Inc in accordance with Professional and Ethical Standard 1 (Revised) *Code of Ethics for Assurance Practitioners* issued by the New Zealand Auditing and Assurance Standards Board, and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified opinion.

Other than in our capacity as auditor we have no relationship with, or interests in, Ruahine Kindergarten Association Inc.

Restriction on Responsibility

This report is made solely to the members, as a body, in accordance with section 42F of the Charities Act 2005. Our audit work has been undertaken so that we might state to the Members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the members as a body, for our audit work, for this report, or for the opinions we have formed.

Board's Responsibility for the Financial Statements

The Board is responsible for the preparation and fair presentation of the financial statements in accordance with Public Benefit Entity Standards Reduced Disclosure Regime and for such internal control as the Board determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Board is responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Board either intends to liquidate the entity or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (NZ) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs (NZ), the auditor exercises professional judgement and maintains professional scepticism throughout the audit.

The auditor also:

- Identifies and assesses the risks of material misstatement of the financial statements, whether due to fraud or error, designs and performs audit procedures responsive to those risks, and obtains audit evidence that is sufficient and appropriate to provide a basis for the auditor's opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtains an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
- Evaluates the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Concludes on the appropriateness of the use of the going concern basis of accounting by those charged with governance and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern. If the auditor concludes that a material uncertainty exists, the auditor is required to draw attention in the auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify the auditor's opinion. The auditor's conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the entity to cease to continue as a going concern.
- Evaluates the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

The auditor communicates with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that the auditor identifies during the audit.

CKS audit

CKS Audit
Palmerston North
25 June 2020

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:
4 Lind Street, Kimbolton

DATE: 19 October 2017

LANDLORD:
Manawatu District Council

TENANT:
Rushine Kindergarten Association Incorporated (264870)

GUARANTOR:

THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.~~

SIGNED by the Landlord *

in the presence of:

[Handwritten Signature]

Witness Signature

[Handwritten Signature]

Witness Name

[Handwritten Name]

Witness Occupation

[Handwritten Occupation]

Witness Address

[Handwritten Signature]

Signature of Landlord

[Handwritten Signature]

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

SIGNED by the Tenant *

in the presence of:

[Handwritten Signature]

Witness Signature

[Handwritten Signature]

Witness Name

[Handwritten Name]

Witness Occupation

[Handwritten Occupation]

Witness Address

[Handwritten Signature]

Signature of Tenant

[Handwritten Signature]

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

Signature of Tenant

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page

[Handwritten Mark]

~~SIGNED by the Guarantor*~~

in the presence of:

Signature of Guarantor

Witness Signature

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

Handwritten initials or marks in the bottom right corner.

FIRST SCHEDULE

1. PREMISES: 4 Lind Street, Kimbolton being Lot 2 DP 66624, Certificate of Title WN35A/746
(including the house and garage)
2. ~~CAR PARKS:~~
3. TERM: Five (5) years
4. COMMENCEMENT DATE: 7 August 2017
5. RIGHTS OF RENEWAL: Two (2) - each of five (5) years
6. RENEWAL DATES: 7 August 2022 and 2027
7. FINAL EXPIRY DATE: 6 August 2032
8. ANNUAL RENT: Premises \$ 100.00 plus GST
(Subject to review if applicable) ~~Car Parks \$ plus GST~~
TOTAL \$ 100.00 plus GST
9. ~~MONTHLY RENT: \$ plus GST~~
10. RENT PAYMENT DATES: The 7th day of ^{August in each year} ~~each month~~ commencing on the 7th day
of August 2017
11. RENT REVIEW DATES: (Specify review type and insert dates
for initial term, renewal dates and
renewal terms. Unless dates are
specified there will be no reviews.
Where there is a conflict in dates, the
market rent review date will apply.)
- ~~4. Market rent review dates:~~
2. CPI rent review dates:
on Renewal Dates
12. DEFAULT INTEREST RATE: 15 % per annum
(subclause 5.1)
13. BUSINESS USE: Kindergarten/Playcentre
(subclause 16.1)

14. LANDLORD'S INSURANCE:
(subclause 23.1)
(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b): if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

(a) Full replacement and reinstatement
~~—(including loss damage or destruction of—
windows and other glass);—~~

OR

~~(b) Indemnity to full insurable value (including
loss damage or destruction of windows and
other glass);~~

- (2) Cover for the following additional risks:

~~(a) (i) 12 months~~

OR

~~(ii) _____ months~~

~~indemnity in respect of consequential loss of
rent and outgoings;~~

- (b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.
(c) Public liability

15. NO ACCESS PERIOD:
(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

~~(1) 9 months~~

OR

(2) two (2) months

16. PROPORTION OF OUTGOINGS:
(subclause 3.1)

~~100 % which at commencement date is estimated
to be \$ _____ Plus GST per annum~~

~~**17. LIMITED LIABILITY TRUSTEE:**
(subclause 45.2)~~

18. OUTGOINGS:
(clause 3)

- (1) Rates or levies payable to any local or territorial authority.
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
- (3) Rubbish collection and recycling charges.
- (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
- (5) Any insurance excess ~~(but not exceeding \$2,000)~~ in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).
- ~~(6) Service contract charges for air conditioning, lifts, other building services and security services.~~
- (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
- (8) The provisioning of toilets and other shared facilities.
- (9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
- (10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~
- ~~(12) Management expenses (subject to subclause 3.7).~~
- (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

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SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by ^{one payment} ~~equal monthly payments~~ in advance (or as varied pursuant to any rent review) on the rent payment dates. ~~The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date.~~ All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

Market Rent Review

- 2.1 ~~The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:~~
- (a) ~~Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.~~
 - (b) ~~If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with subclause 2.2.~~
 - (c) ~~If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.~~
 - (d) ~~Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.~~
 - (e) ~~The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4.~~
 - (f) ~~The market rent review at the option of either party may be recorded in a deed.~~

Rent Determinations

- 2.2 ~~Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 10 working days then the new rent may be determined either:~~
- (a) ~~By one party giving written notice to the other requiring the new rent to be determined by arbitration; or~~
 - (b) ~~If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:~~
 - (1) ~~Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent.~~
 - (2) ~~If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.~~
 - (3) ~~The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.~~
 - (4) ~~The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.~~
 - (5) ~~Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.~~
 - (6) ~~The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.~~
 - (7) ~~If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.~~

~~When the new rent has been determined the person or persons determining it shall give written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.~~

Interim Market Rent

- 2.3 ~~Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:~~
- (a) ~~if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or~~
 - (b) ~~if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or~~
 - (c) ~~if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date;~~
- ~~but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.~~
- ~~The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.~~
- 2.4 ~~Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.~~

CPI Rent Review

- 2.5 The annual rent payable from each CPI rent review date shall be determined as follows:
- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:
- $$A = B \times (C+D)$$
- Where:
- A = the CPI reviewed rent from the relevant CPI rent review date
- B = the annual rent payable immediately before the relevant CPI rent review date
- C = CPI for the quarter year ending immediately before the relevant CPI rent review date
- D = CPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the CPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)
- where (C+D) shall not be less than 1.
- (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI is not published at the relevant CPI rent review date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent review date.
- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date (and in the case where the relevant CPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).
- 2.6 The new rent determined pursuant to subclause 2.5 shall be payable from the relevant CPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

- 3.1 The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2 The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3 If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4 The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5 The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6 After the ~~31st March~~^{30th June} in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- ~~3.7 Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.~~

Goods and Services Tax

- 4.1 The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2 If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1 If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2 Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

Costs

- 6.1 Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1 Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

- 8.1 The Tenant shall be responsible to:
- (a) **Maintain the premises**
In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.
 - (b) **Breakages and minor replacements**
Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification
 - (c) **Painting**
Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.
 - (d) **Floor coverings**
Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.
 - (e) **Damage or Loss**
Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements
- 8.2 Where the Tenant is leasing all of the property, the Tenant shall:
- (a) **Care of grounds**
Keep any grounds yards and surfaced areas in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.
 - (b) **Water and drainage**
Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.
 - (c) **Other works**
Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.
- 8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.
- 8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.
- 8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

- 9.1 The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

- 10.1 The Tenant shall regularly cause all of the Tenant's rubbish and recycling to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

- ~~11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:~~
- ~~(a) Repair or maintenance which the Tenant is responsible to undertake;~~
 - ~~(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done or where the building services have not been supplied by the Landlord;~~
 - ~~(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks;~~
 - ~~(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same;~~
- ~~11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality;~~
- ~~11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule;~~

Notification of Defects

- 12.1 The Tenant shall give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES**Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. ~~The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:~~
- ~~(a) not in substantial competition with the business of any other occupant of the property which might be affected by the use; and~~
- ~~(b) reasonably suitable for the premises; and~~
- ~~(c) compliant with the requirements of the Resource Management Act 2001 or any other statutory provisions relating to resource management.~~
- ~~if any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.~~
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- ~~16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.~~

Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- 20.3 The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4 The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1 The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2 If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3 The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4 The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5 During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1 The Tenant shall not:
- Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1 The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2.1 The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule.

Tenant not to void insurance

- 24.1 The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Shall make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2 In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,
- the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.
- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:
- (a) a prohibited or restricted access cordon applying to the premises; or
 - (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
 - (c) restriction on occupation of the premises by any competent authority,
- then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.
- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.

Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 30.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

QUIET ENJOYMENT

- 31.1 The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- ~~33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:~~
- ~~The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.~~
 - ~~All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.~~
 - ~~In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.~~
 - ~~In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.~~
 - ~~The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.~~
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

UNIT TITLE PROVISIONS

34.1 Clause 34 applies where the property is part of a unit title development.

Body Corporate

34.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

34.3 This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

34.4 Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

34.5 The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

34.6 The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

34.7 Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

35.1 The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

35.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

38.1 No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- (a) In the case of personal delivery, when received by the addressee.
 - (b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand
 - (c) In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - (d) In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- 45.1 If any person enters into this lease as trustee of a trust, then:
- (a) That person warrants that:
 - (1) that person has power to enter into this lease under the terms of the trust; and
 - (2) that person has properly signed this lease in accordance with the terms of the trust; and
 - (3) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
 - (4) all of the persons who are trustees of the trust have approved entry into this lease.
 - (b) If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- (a) "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - (b) "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - (c) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - (d) "emergency" for the purposes of subclause 27.5 means a situation that:
 - (1) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - (2) causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - (3) the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents, employees, contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
 - (1) must not unreasonably withhold consent or approval, and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.

THIRD SCHEDULE

FURTHER TERMS (if any)

See attached pages



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Third Schedule

Further Terms

1. The Tenant shall:
 - 1.1 Ensure that it has at all times from the Commencement Date, throughout the term and any renewal, all necessary consents and approvals required to enable it to provide early childhood services and to use the Premises as a Kindergarten/Playcentre, and it will not operate without such consents and approvals.
 - 1.2 Comply with the provisions of the Fencing Act 1978 and indemnify and keep indemnified the Landlord from liability in respect thereof and will if called on by the Landlord erect a fence at the Tenant's own cost to a specification approved by the Landlord and/or adjoining owners. If any fence requires maintenance or replacing at any time throughout the term or any renewal, then the Tenant shall meet the Landlord's responsibilities with respect to payment of any costs relating thereto.
 - 1.3 Not erect any buildings or other structures on the Premises or undertake any other structural work without first obtaining the written approval of the Landlord and then only to the extent and strictly in accordance with such approval and the Tenant shall if required by the Landlord, provide copies of plans and specifications with respect to any such proposed work.
 - 1.4 Not erect or display or permit to be erected or displayed on the Premises, any advertising matter other than appropriate Kindergarten/Playcentre signage identifying the Tenant, with such signage to comply with Local Bylaws.
 - 1.5 Notwithstanding the provisions relating to Landlord's maintenance in the Second Schedule, the Tenant shall keep and maintain internally and externally, in good order and condition to the satisfaction of the Landlord, all buildings, equipment and other improvements on the Premises and shall regularly paint the same as required by the Landlord.
 - 1.6 At all times comply with all Acts, Regulations and Bylaws relating to the Premises, the equipment and other improvements thereon, and the Tenant shall keep the Landlord indemnified against all liability in respect thereof.
 - 1.7 Not plant any trees or shrubs on the Premises without the prior written approval of the Landlord.
 - 1.8 Not sublet the Premises or any part thereof, without first obtaining the prior written consent of the Landlord, such consent to be at the sole discretion of the Landlord.
2. The Landlord shall not be liable for any accident, injury or damage suffered by or caused to any person or property arising out of or by reason of the use of the Premises by the Tenant, or its members, agents, invitees or licensees and the Tenant shall indemnify and keep the Landlord indemnified from and against all such liability and all actions, claims, suits, costs and demands in respect thereof and the Tenant will take out and keep in full force, a public liability insurance policy in the joint names of the Landlord and the Tenant, indemnifying them in respect thereof, in such sum as the Landlord shall from time to time nominate.

3. The following clause shall be added as clause 23.3.2:
- 23.3.2 (a) The Landlord has in place, Landlord's Insurance in accordance with the Second Schedule Item 14.
- (b) The Landlord's excess is \$100,000.00 in respect of a claim.
- (c) The Tenant acknowledges that:
- (i) It is liable for the Landlord's excess in respect of any claim.
- (ii) It will at all times during the term, keep and maintain insurance to cover the excess in respect of any claim and will when required by the Landlord, provide the Landlord with proof of such cover.
4. Should the Tenant for a continuous period of three (3) months, cease to use the Premises as a Kindergarten/Playcentre, or should it pass a resolution to wind up or otherwise be wound up, then this Lease shall immediately terminate and the Premises shall revert to the Landlord and under no circumstances will the Landlord be liable to the Tenant for compensation, damages or other payments in respect of any improvements or otherwise made by the Tenant, except that the Tenant has the right to remove anything not permanently fixed.
5. The Landlord shall have the right to review the use and occupation of the Premises at each renewal date, and in determining the outcome of the review, shall take into account:
- The Tenant's objectives and utilisation of the Premises; and
 - The Tenant's adherence or otherwise to its objectives throughout the previous term.
6. The Landlord does not warrant as to the suitability of the Premises and the Landlord's Fixtures, Fittings and Equipment for the Tenant's use of the same and in particular does not warrant that the Premises, Fixtures, Fittings and Equipment are compliant with regulations relating to the Tenant's use ensuring such compliance in the absolute responsibility of the Tenant.

FOURTH SCHEDULE

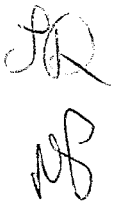
GUARANTEE

~~IN CONSIDERATION~~ of the Landlord entering into the lease at the Guarantor's request the Guarantor:

- ~~(a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease.~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.~~

~~THE GUARANTOR~~ covenants with the Landlord that:

- ~~1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant.~~



FIFTH SCHEDULE

LANDLORD'S FIXTURES AND FITTINGS AND EQUIPMENT

(Subclause 47.1(f))

- Existing playground equipment
- Wall mounted heaters (x5)
- Joinery (benchtops, sinks, cabinets, basins) in kitchen, laundry, lounge and the two toilets
- Free standing stove
- Hot water cylinder

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SIXTH SCHEDULE

~~PREMISES CONDITION REPORT~~ (Subclause 8.1)

[Handwritten marks]

Dated _____

Between
Manawatu District Council

Landlord

and
Ruahine Kindergarten Association Incorporated (264870)

Tenant

and _____

_____ Guarantor

DEED OF LEASE

General address of the premises:

4 Lind Street, Kimbolton

Handwritten signature

Deed of Lease between **Manawatu Free Kindergarten Association Inc.**

And

Fielding Council (Landlord)

Agreement dated: 14 December 1961

Premises

Fielding Kindergarten, 10 Montgomery Street, Fielding ("the premises")

1. **Term** (clause 1)
 - 1.1. The term of the lease was 21 years commencing on 1 June 1961. This Lease has now expired and a new lease should be requested if you wish to continue in occupation.
2. **Rent** (clause 2)
 - 2.1. You must pay rent of £1 per annum which is to be paid in advance on 1 June each year.
3. **Right of Renewal** (clause 16)
 - 3.1. You have the right to apply for a renewal of lease for a further term of 12 years. If this right was exercised the renewal term would have expired on 31 May 1994.
4. **Signs** (clause 3)
 - 4.1. You must not erect or display signs or advertising without the approval of the Landlord.
5. **Building Works and Improvements** (clause 4 & 10)
 - 5.1. You must submit to the Landlord any plans and specifications for buildings or improvements for approval.
 - 5.2. You have the right at your own expense to erect a fence of a type approved by the Landlord.
6. **Purpose** (clause 5)
 - 6.1. You must not permit the premises to be used for any purpose other than a Free Kindergarten.
7. **Assignment** (clause 5)
 - 7.1. You must not transfer, assign, sublet or part with possession or occupation of the premises.
8. **Maintenance**
 - 8.1. You must at your own expense, keep and maintain the premises in good substantial repair, order and condition. (clause 6)
 - 8.2. You must remove all building materials, rubbish and litter from the premises. (clause 9)
 - 8.3. If you fail to keep the premises clear of building materials, rubbish and litter, the Landlord may enter onto the premises and carry out any works, at your expense. (clause 9)
 - 8.4. You must keep the exterior of any building properly painted of a colour approved by the Landlord. (clause 11)
9. **Termination** (clauses 6 & 7)
 - 9.1. You must, upon termination of the lease, deliver the premises in the same good substantial repair, order and condition as they were at the commencement date.
 - 9.2. The Landlord is not liable to provide compensation for any building or improvements which you have erected on the premises.
 - 9.3. You may upon termination of the lease remove all buildings and improvements which you have erected.

- 9.4. The Landlord may terminate the lease if you are in default of any payment for more than 30 days. (clause 17)
10. **Indemnity** (clause 8)
- 10.1. The Landlord is not liable for any accident, injury or damage arising out of the use of the premises.
- 10.2. You have indemnified the Landlord against all actions or claims which may arise out of the use of the premises.
11. **Plants and Trees**
- 11.1. You must not, without the consent of the Landlord, plant any trees or shrubs on the premises.
12. **Insurance** (clause 15)
- 12.1. You will insure all buildings or improvements on premises against loss or damage caused by fire to their full value.
- 12.2. You will produce to the Landlord proof of such insurance.
- 12.3. All insurance moneys are to be used in the repair, reinstatement or re-erection of any buildings or improvements on the premises.

Licence to occupy between **Ruahine Kindergarten Association (RKA)**

And

Ministry of Education (MoE)

- **Properties to which this licence report applies are listed in schedule 1.**
- **Commencement date:** 1 July 2007 **Termination date:** 29 June 2042
(Term of 34 years, 364 days)

1. Licence Fee (clause 2.1)

1.1. The annual licence fee is \$10.00 plus GST to be paid by you (if demanded) to the MoE.

2. Outgoings (clause 2.1)

2.1. You must pay the outgoings specified in the licence. These include:

- a) All repairs and maintenance; (clause 5.1)
- b) All amenities, rubbish disposal, landscaping and cleaning service costs;
- c) Insurance premiums;
- d) Rates and other taxes; and

3. Use (clause 3)

3.1. You must only use the land, and/or buildings ("the Land") as an early childhood education centre or playgroup (per section 309 Education Act 1989).

4. Development (clause 3.2)

4.1. If you wish to erect or construct any building or carry out alterations, you must at your own cost:

- a) Submit for approval to the MoE the plans of the proposed building works or alterations;
- b) Obtain consent of local authority;
- c) Erect the building or carry out the alterations to the satisfaction of the MoE;
- d) Arrange adequate all risk insurance during construction period; and
- e) Procure a code of compliance certificate following completion of works.

5. Offensive acts (clause 3)

5.1. You must not allow on the Land:

- a) Any noxious contaminant, or any noisome, harmful or offensive act; or
- b) Anything that may cause annoyance, nuisance, grievance, damage or disturbance to the Land or any persons.

6. No Subdivision (clause 3.8)

6.1. You must not cut up or subdivide the Land.

7. Signs (clause 3.10)

7.1. You must remove any signs, placards or advertisements if required to by the MoE.

8. Right to Inspect (clause 3.11)

8.1. You must permit the MoE to, at any reasonable time during the term of licence, and after receiving notice to enter onto the Land, to view the condition thereof and the following will apply:

- a) The MoE may give notice of defects or breaches for which you may be liable;
- b) You must within a reasonable period make good such defects and breaches;
- c) If you fail to remedy the defect or breach, the MoE can enter the Land and expend such moneys and do any other acts to remedy the defect or breach. Any moneys expended by the MoE shall be payable by you. This will not prejudice any other right, powers or remedies available to the MoE.

9. Fencing (clause 3.13)

9.1. The MoE is not liable to erect or repair or contribute to the cost of erection or repair of any fence.

10. Assignment or Subletting (clause 4)

10.1. You must not assign, transfer or mortgage any part of the licence.

10.2. The MoE may permit you to sublet all or part of the Land if:

- a) You prove that the subtenant is respectable, responsible and has adequate financial resources to meet commitments under this agreement;
- b) All licence fees have been paid; and
- c) The subtenant will only use the premises for the specified use (as above)

11. Maintenance/Repairs (clause 5.1)

11.1. You must at your own cost maintain, redecorate, replace, renew and keep the buildings in good and substantial repair, and condition, and as nearly as possible in the same condition as at the time of construction. In construing this clause, regard shall be had to:

- a) The condition of the buildings at commencement date of the licence;
- b) Fair wear and tear; and
- c) The purpose and use of buildings.

11.2. You must at all times keep the Land clean and tidy and in a good and safe condition (clause 5.4).

12. Utilities (clause 5.2)

12.1. You must at your own cost maintain in good condition all drains, ditches, water, gas, electricity, telephones, pipes and all other utilities servicing the Land.

13. Reservation (clause 5.3)

13.1. The MoE reserves the right (at its own cost) to;

- a) Maintain drainage pipes (distinct from the drains and ditches): and
- b) Erect or contract and maintain telephone poles and electric power lines and poles.

14. Insurance (clause 6)

14.1. You must insure the buildings and keep them insured for their full replacement value against all risks. You may be required upon demand to produce a certificate proving this cover. (clause 6.1)

14.2. You must have a policy of public risk insurance for an amount of not less than \$2 Million, or such higher amount as the MoE might reasonably require. (clause 6.2)

14.3. If the building is damaged or destroyed you must, if not precluded from doing so, within a reasonable period, repair and reinstate the building in accordance with its original design. (clause 6.3)

14.4. Your obligations are not limited to any insurance money available. You will be liable for any deficiency in insurance money. (clause 6.4)

14.5. In the event you are prevented from repairing or rebuilding, then you shall demolish the building and clear all the land of all improvements, structures and debris and thereafter this agreement may be terminated at the option of either party. (clause 6.5)

14.6. Following destruction of any building, you shall not be entitled to any compensation from the MoE. (clause 6.6)

14.7. You must not allow anything to be carried out on the Land which would limit or void the insurance. (clause 6.7)

15. Indemnities (clause 7)

15.1. You will indemnify the MoE from all actions which they may become liable for, from the use of the Land, by you or others. (clause 7.2)

16. Determinations/Reservations (clause 8)

16.1. Upon termination of the licence and upon vacating the Land you must:

- a) Yield the Land up in good condition; and
- b) At your expense remove all signs, placards and advertisements;

17. Compensation for Buildings (clause 8.4)

17.1. Upon expiration of this licence, the MoE will provide compensation for buildings as follows:

- a) If a new licence agreement is entered to mutual consent of both parties – no compensation; or
- b) If no new licence agreement is entered into and you have obtained equity through past contributions, the percentage of equity will be valued in proportion to the total market value of the property, and you will have this value paid to you by the MoE; or
- c) If no new licence agreement is entered into and you wholly own the buildings you can at your own cost remove the buildings or have the buildings valued proportionate to the total market value of the property and have this value paid to you by the MoE.

17.2. Your minimum equity in the building is stated in schedule C of each licence agreement as “ECE Org Building Contribution %”. These %’s are included in schedule 1 attached to this report. The %’s are subject to adjustments for capital contributions made by you. All records of contributions should be kept by you as evidence for adjustments.

18. Termination (clause 9.1)

18.1. If during the term of this licence:

- a) you fail to pay the licence fee or other money payable within 7 days after they have become due; or
 - b) you commit a breach or default on any condition of this licence;
 - c) you do not complete repairs required to be effected; or
 - d) you become bankrupt, go into receivership or liquidation; or
 - e) you have your licence cancelled under regulation 12 of the Education Act 1989; or
 - f) where the Land is located on a school site and the school is closed or merged;
- then notwithstanding any action by the MoE, it shall be lawful for the MoE to re-enter upon the Land and determine the licence, without prejudice to any action or remedy which the MoE has for arrears or damages for any other breach.

19. Essentiality of Payment (clause 9.4)

19.1. Failure to pay any money payable to the MoE shall be a breach going to the essence of the licence. The MoE will be entitled to recover any damages from you for such a breach.

20. Cost (clause 10)

20.1. You are liable for any cost for which the MoE shall become liable as a consequence of any breach for which you are responsible.

21. Holding Over (clause 11.1)

21.1. If the MoE permits you to remain in occupation of the Land after determination of this licence, such occupancy shall be a monthly tenancy terminable by one month’s written notice.

Schedule 1

- 1) **Ashurst Kindergarten, 48 Worcester Street, Ashhurst**
 - a. ECE Org Building Contribution - 20%
 - b. Buildings owned by the MoE
 - c. Value – Land \$17,700 (Valuation date 01/07/1989)
– Building \$94,300
 - d. Land owned by the MoE
 - e. Ruahine Kindergarten Association to control and manage reserve

- 2) **Awapuni Kindergarten, 20 Alexander Street, Awapuni**
 - a. ECE Org Building Contribution - 20%
 - b. Buildings owned by the MoE
 - c. Value – Land \$110,000 (Valuation date 01/05/1988)
– Building \$113,000
 - d. Land owned by the MoE
 - e. Three boundaries adjoin Awapuni Primary School; Access being right of way over school land.

- 3) **Cloverlea Kindergarten, 59 Herbert Avenue, Cloverlea**
 - a. ECE Org Building Contribution - 20%
 - b. Buildings owned by the MoE
 - c. Value – Land \$22,000 (Valuation date 01/05/1988)
– Building \$80,000
 - d. Land owned by the MoE
 - e. Three boundaries adjoin Awapuni Primary School; Access being right of way over school land.

- 4) **Milson Kindergarten, 69 Abraham Crescent, Milson**
 - a. ECE Org Building Contribution - 33%
 - b. ECE Org Land Contribution – 33%
 - c. Buildings owned by the MoE
 - d. Value – Land \$25,500 (Valuation date 01/05/1988)
– Building \$115,500
 - e. Land owned by the MoE

- 5) **Takaro Kindergarten, 7 Radnor Place, Takaro**
 - a. ECE Org Building Contribution - 33%
 - b. Buildings owned by the MoE
 - c. Value – Land \$22,000 (Valuation date 01/05/1988)
– Building \$75,000
 - d. Land owned by the MoE

- 6) **Westend Kindergarten, 5 Salford Place, Awapuni**
 - a. ECE Org Building Contribution 33%
 - b. Buildings owned by the MoE
 - c. Value – Land \$22,000 (Valuation date 01/05/1988)
– Building \$78,000
 - d. Land owned by the MoE.

- 7) **Makino Kindergarten, 58 Lethbridge Street, Feilding**
 - a. ECE Org Building Contribution - 20%
 - b. Buildings owned by the MoE
 - c. Value – Land \$24,000 (Valuation date 01/07/1989)
– Building \$179,000
 - d. Land owned by the MoE

Ruahine
Kindergartens
Inspiring Young Minds
Te Pūtahi Kura Pūhou o Ruahine

Ruahine
early learning
Inspiring Young Minds
Te Pūtahi Kura Pūhou o Ruahine

Ruahine
home-based
Inspiring Young Minds
Te Pūtahi Kura Pūhou o Ruahine

CONSTITUTION

OF THE

RUAHINE KINDERGARTEN
ASSOCIATION

May 2017

1. Name

1.1 The name of the Association is **RUAHINE KINDERGARTEN ASSOCIATION INCORPORATED** (herein known as "the Association").

2. Registered Office

2.2 The registered office of the Association shall be at such a place as the Board shall from time to time determine. The Chief Executive Officer shall notify the Registrar of Incorporated Societies and other relevant registered bodies of any change of location of the registered office.

3. Interpretation

3.1 In this Constitution:

"Appointed Board Members" means those appointed in accordance with Clause 6.5.

"Association" means the Ruahine Kindergarten Association Incorporated.

"Association Area" means places and locations in and around the Manawatu, Rangitīkei, Pahiatua and Foxton.

"Board" means the governing board made up of the Elected Board Members, Appointed Board Members and Co-opted Board Members (if any).

"Board Member" means any member of the Board.

"Chairperson" means the Chair of the Board elected in accordance with Clause 6.9.

"Chief Executive Officer" means the person appointed as Chief Executive Officer of the Association in accordance with Clause 8 (c).

"Code of Ethics" means the code created by the Board setting out ethical conduct in all areas of responsibilities and authorities of the Board.

"Conflict of Interest Statement" means the full written disclosure that each Board member is required to make of interests, relationships and holdings that could potentially influence their judgement, objectivity or loyalty to the Association when conducting Board activities or making governance decisions.

"Co-opted Board Members" means a person with specific skills brought onto the Board to temporarily help achieve specific objectives, but who does not have voting rights as per Clause 6.6.

"Constituent Service" and "Constituent Services" refers to places and programmes for the delivery of early childhood educational services by the Association.

"Elected Board Members" means those Board Members nominated and elected in accordance with Clause 7.

"General Meeting" means any Annual General Meeting and/or Special General Meeting

"Life Membership" means an honorary life membership conferred on persons in accordance with Clause 5.5.

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“Member” means any person to whom membership of the Association is granted under Clause 5.1.

“Remit” means any written motion which has been proposed by a Member and seconded by another Member and must include an explanatory note detailing the reason for the remit.

“Vice Chairperson” means the Vice Chairperson of the Board elected in accordance with Clause 6.9.

“Scheduled Meeting” means meetings of the Board as per Clause 6.10

“Vote” means a vote made either in person, by post, email, electronic or other method of communication as determined by the Board in each case.

4. Objectives

4.1 The Objectives of the Association are to advance education and provide other services beneficial to the community by:

- a. Establishing and operating Constituent Services in the Association Area.
- b. Providing and promoting accessible and affordable high-quality early childhood education in the Association Area.
- c. Consulting and working with the community served by Constituent Services so that the objectives of access, affordability and high quality in early childhood education may be achieved.
- d. Doing all such other lawful things as are conducive to the attainment of these charitable objectives and the furtherance of early childhood education.

4.2 The purposes of the Association are exclusively charitable. Clause 4.1 must be interpreted to exclude any matter or thing which is not considered to be a charitable purpose under the laws of New Zealand.

4.3 Nothing in this deed shall permit the activities of the Association to be carried on for the private pecuniary profit of any individual.

4.4 Unless the Association has first deregistered as a registered charitable entity, no amendment may be made to this clause 4 that would have the effect of precluding or preventing the Association from having or maintaining status as a registered charitable entity in New Zealand.

5. Membership

5.1 Membership of the Association will be granted to:

- a. Any parent, legal guardian or primary caregiver who has a child on a waiting list or currently enrolled in any Constituent Service.
- b. Subject to Clause 5.5 all persons upon whom the Association has conferred Life Membership.

5.2 Membership may be reviewed and cancelled at any time by resolution of the Board at its unfettered discretion. The Board will have the right to decline or cancel membership without giving any reason for such decision.

- 5.3 In addition to as provided under clause 5.2, a Member's membership shall cease on either of the following events:
- a. the Member providing a written notice of his or her resignation to the Chief Executive Officer; or
 - b. Automatically once a Member ceases to meet the criteria set out in Clause 5.1
- 5.5 Life Membership may be conferred and revoked accordance with the following:
- a. Nominees for Life Membership must have rendered long and outstanding service to the Association, on the recommendation of the Board
 - b. Members may make nominations to the Board for the grant of Life Membership provided each nomination has a different nominator and seconder (who must both be Members of the Association).
 - c. Subject to clause 5.5d below, the granting of Life Membership will be voted on at the next Annual General Meeting following receipt of nomination
 - d. Nominations must be received by the Chief Executive Officer not less than twenty-one (21) days prior to the date of the meeting of the Board prior to the Annual General Meeting at which the nomination is to be considered.
 - e. The Board may, at any time, revoke the Life Membership of any person.

6. Governance and Board Meetings

- 6.1 The affairs of the Association will be governed by the Board.
- 6.2 The Board shall consist of at least five (5) but no more than seven (7) voting Board Members. Subject to clause 6.6 below, the Board will constitute of:
- a. Five (5) Elected Board Members; and
 - b. Two (2) Appointed Board Members
- 6.3 The term of office of a Board Member shall be two (2) years from the date of the Annual General Meeting at which the Board Member is elected, or from the date at which they were appointed
- 6.4 Board Members may be re-elected or reappointed **PROVIDED THAT** no Board Member may serve more than six (6) consecutive years on the Board and must resign before the sixth anniversary of their initial appointment or election to the Board.
- 6.5 Appointed Board Members shall be appointed by the Board and may be appointed at any Board Meeting. Within the first term of office, Appointed Board Members shall seek nomination for election. Failure to be re-elected does not preclude the Appointed Board Member from being re-appointed by the Board.
- 6.6 The Board shall have the power to co-opt additional persons with specific skills for a specified period to assist in the attainment of the objectives of the Association ("Co-Opted Board Members"). Co-Opted Board Members shall have no voting rights on the Board and have an advisory function only.
- 6.7 In the event that the number of Board Members falls below five (5) then the remaining Board Members shall have the power to appoint one (1) or more Appointed Board Members in order to bring the number of Board Members up to five (5).

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- 6.8 All Board Members shall, upon taking office, sign the Code of Ethics and provide a Conflict of Interest Statement.
- 6.9 The Chairperson and Vice Chairperson will be elected by the Board by simple majority vote and will hold their position until the conclusion of the next Annual General Meeting following their appointment. The election of a new Chairperson and Vice Chairperson will occur at the first meeting of the Board after each Annual General Meeting. The Chairperson and Vice Chairperson shall be allowed to put themselves forward for re-election subject to only being able to hold such position for a maximum of four consecutive (4) years.
- 6.10 There must be a minimum of eight (8) Scheduled Meetings of the Board each year.
- 6.11 Board meetings additional to Scheduled Meetings may be called by the Chairperson, the Vice Chairperson or on request by a majority.
- 6.12 The Chief Executive Officer shall attend all Board meetings (unless the Board otherwise resolves), but he or she shall not have any voting rights.
- 6.13 The quorum for all Board meetings shall be a majority of the Board Members then elected and appointed.
- 6.14 Decisions at any Board meeting shall be by simple majority vote of those present and voting.
- 6.15 Board meetings may be held in person, or by teleconference, or any other means by which those participating may hear each other simultaneously.
- 6.16 A Board Member may resign his or her position at any time during his/her term in office by notice in writing to the Board.
- 6.17 A Board Member will be removed from office if he or she:
- a. Resigns by giving notice in writing;
 - b. Dies;
 - c. Becomes bankrupt or enters into any composition or scheme or arrangement with his or her creditors;
 - d. Is convicted of an indictable offence without right of further appeal;
 - e. Becomes of unsound mind or becomes subject to a personal order or a property order under the Protection of Personal and Property Rights Act 1988;
 - f. Becomes disqualified to be an officer of a charity in accordance with the Charities Act 2005;
 - g. Following a fair process in which he or she is able to submit arguments on his or her behalf, is deemed by majority vote of the other Board Members voting by secret ballot to have failed to have fulfilled his or her duties as a Board Member; or
 - h. Fails to attend at least 75% of Scheduled Meetings between any two Annual General Meetings without being granted written leave of absence by the other Board Members.

7. Nomination and Election of the Board

- 7.1 Employees of the Association and others directly or indirectly concerned with the provision of Constituent Services are ineligible to become Board Members.
- 7.2 Nominations for Elected Board Members (including those offering themselves for re-election) shall be called for by the Chief Executive Officer not less than thirty (30) days prior to the

Annual General Meeting at which they are to be elected.

- 7.3 Each nomination shall be in writing and include a brief personal profile and must be received at the Registered Office of the Association no less than fourteen (14) days prior to the Annual General Meeting.
- 7.4 Nominations must be signed by the nominee and are required to have a different proposer and seconder who are Members of the Association.
- 7.5 Nominations will be circulated to all Members and Constituent Services as soon as possible but prior to the Annual General Meeting.
- 7.6 Members will elect the Elected Board Members from among the nominated candidates at the Annual General Meeting.
- 7.7 The method and procedures of voting for Elected Board Members will be determined by the Board from time to time and notified to members along with notice of nominations.
- 7.8 The outcome of voting for Elected Board Members shall be determined on a first-past-the-post basis, with those candidates receiving the most votes elected to the available number of elected positions on the Board.
- 7.9 Where candidates receive an equal number of votes, with the result that more than the required number of candidates have received the required plurality of votes for election to the Board, Members shall cast a second, deciding vote between the lowest ranking candidates whose vote totals resulted in the excess of pluralities.
- 7.10 In the event that any candidates are tied following the second, deciding vote of Members, the Board will select the winning candidates from those whose votes were tied by simple majority vote.

8. Powers of the Board

- 8.1 In addition to and without prejudice to the general powers of the Board under the general law, it is hereby expressly directed that the Board shall be entrusted with and may exercise and perform all of the following powers and duties:
 - a. To set the policy framework relating to the control and management of property, funds, investments, assets, liabilities and affairs of the Association and to take all steps which it considers necessary and advisable for carrying into effect the objectives of the Association.
 - b. To borrow funds as the Board deems prudent.
 - c. To engage, suspend and dismiss the Chief Executive Officer of the Association and fix the remuneration and conditions of employment of the Chief Executive Officer with regard to appropriate market forces.
 - d. To institute, conduct, defend, compound or abandon any actions, legal proceedings and demands by or against the Association.
 - e. To set and maintain the Code of Ethics.
 - f. To establish sub-committees as required.
 - g. To call Special General Meetings in accordance with Clause 10.1.
 - h. To engage consultants in undertaking a specific project or task as and when required.

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- i. The Board may, at its absolute discretion, delegate all or any of its powers or duties.
- 8.2 Any transactions between the Association and any Member, officer or member of the Board, or any associated persons shall be at arms' length and in accordance with prevailing commercial terms on which the Association would deal with third parties not associated with Association, and any payments made in respect of such transactions shall be limited to:
- a. A fair and reasonable reward for services performed;
 - b. Reimbursement of expenses properly incurred;
 - c. Usual professional, business or trade charges, and
 - d. Interest at no more than current commercial rates.

9. Annual General Meeting

- 9.1 An Annual General Meeting will be held as soon as practicable after the end of the financial year. The purpose of the Annual General meeting is to conduct the following business:
- a. Presentation of Annual Reports;
 - b. Presentation of Audited Financial Statements;
 - c. Election of Elected Board Members;
 - d. Appointment or reappointment of Auditors; and
 - e. Any other such business as has been advertised and such business as is put forward and accepted by the meeting as general business.
- 9.2 Not less than thirty (30) days' notice of the Annual General Meeting shall be given to all Members.
- 9.3 All Remits shall be delivered to the Association not less than twenty (20) days prior to the Annual General Meeting.
- 9.5 The quorum for the Annual General Meeting shall be twenty (20) Members.
- 9.6 The Annual General Meeting shall be chaired by the Chairperson or in his or her absence, the Vice Chairperson or another Elected Board Member.
- 9.6 Any general business or remits raised by Members shall be discussed at the discretion of the Chair of the General Meeting.
- 9.7 Each Member entitled to one (1) vote for each matter voted upon at the Annual General Meeting **PROVIDED THAT:**
- a. A Member may appoint a proxy to vote on behalf of the Member.
 - b. The appointment must be in writing and received by the CEO at least 24 hours before the start time for the meeting.
 - c. The appointment may require the proxy to vote in the manner specified in the appointment.
 - d. The Board may also permit postal voting in relation to the matter pursuant to the



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protocols in clause 12

- e. A Member will be deemed to be present at the meeting if his or her postal or electronic ballot has been received by the Board prior to the meeting or if his or her properly appointed proxy is present at the meeting.

9.8 Members are entitled to vote on all items of business at General Meetings for which a vote is called.

9.9 Members are entitled to vote on the election of Elected Board Members.

9.10 Members are entitled to exercise their vote using a method decided by the Board prior to the General Meeting.

9.11 Any vote may be approved by a simple majority of those present and voting.

9.12 In the event of a tied vote at a General Meeting, the Chair of the General Meeting shall have a casting vote.

10. Special General Meeting

10.1 The Board has the power to call a Special General Meeting by giving not less than seven (7) days' notice to all Members.

10.2 The Board shall, upon receipt of a written request from not less than twenty (20) Members call a Special General Meeting of the Association for the purpose of dealing with the matter or matters specified in the written request for such a meeting.

10.3 A Special General Meeting shall be held not less than seven (7) days nor more than twenty-one (21) days after the receipt of the written request. The Board shall, within this time, set the date of the Special General Meeting.

10.4 The quorum for a Special General Meeting shall be twenty (20) Members.

10.5 Special General Meetings shall follow the same protocol of Annual General Meetings.

10.6 Each Member entitled to one (1) vote for each matter voted upon at the Special General Meeting **PROVIDED THAT:**

- a. A Member may appoint a proxy to vote on behalf of the Member.
- b. The appointment must be in writing and received by the CEO at least 24 hours before the start time for the meeting.
- c. The appointment may require the proxy to vote in the manner specified in the appointment.
- f. The Board may also permit postal voting in relation to the matter pursuant to the protocols in clause 12
- g. A Member will be deemed to be present at the meeting if his or her postal or electronic ballot has been received by the Board prior to the meeting or if his or her properly appointed proxy is present at the meeting.

11. Amendment to Constitution

11.1 The Constitution of the Association may be altered, amended, revoked or any new rules

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added by resolution at any General Meeting by majority vote.

- 11.2 At least seven (7) days' notice shall be given stating the nature of the resolution for confirmation at the meeting.
- 11.3 The Association shall register any alterations in, or additions to, its rules as required.
- 11.4 For the purposes of complying with the requirements for maintaining the charitable status of the Association, no addition, amendment or alteration to the Constitution may be made which will in any way affect the charitable status of the Association. This clause 11.4 may not be altered, added to or rescinded unless the Association has first been de-registered as a registered charitable entity.
- 11.5 No amendment may be made to this Constitution that has the effect of permitting the activities of the Association or any business carried on by or on behalf of or for the benefit of the Association to be carried on for the private pecuniary profit of any individual.

12. Postal or electronic ballot

- 12.1 The Board may seek any resolution of Members by postal or electronic ballot.
- 12.2 The rules applying to quorums and voting will, with any necessary changes, apply to postal and electronic ballots.
- 12.3 The Board must make sure that Members are fully informed of all relevant issues relating to a postal or electronic ballot.
- 12.4 The Board may otherwise decide how to conduct a postal or electronic ballot.

13. Minutes

- 13.1 Minutes of all Board Meetings and General Meetings shall be taken.
- 13.2 The Minutes shall record the names of those in attendance and all resolutions.
- 13.3 A copy of the Minutes shall be made available upon request to any member, employee or provider of Constituent Services.

14. Finances

- 14.1 The Board shall ensure that proper records are kept of all monies received and expended by the Association. Proper records shall also be kept of the assets and liabilities of the Association, including all mortgages, charges and securities of any description affecting any or all of the property of the Association.
- 14.2 All funds of the Association shall be held in the name of the Association and shall only be lodged in bank accounts or investments authorised by the Board.
- 14.3 The funds of the Association shall be applied exclusively for the attainment of the charitable objectives of the Association. No portion of the funds shall be paid or advanced to members in any way except by way of bona fide remuneration to employees or agents, or for services rendered, or as reimbursement of authorised expenses incurred on behalf of the Association.
- 14.4 The authorised signatories of the Association shall include two (2) or more Board Members, the Chief Executive Officer, and those with delegated authority. Any two (2) of the

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authorised signatories may sign documents which may have a charge against the funds of the Association as per the delegated authorities approved by the Board.

- 14.5 The annual financial statements of the Association shall be audited prior to the Annual General Meeting by a member of Chartered Accountants Australia New Zealand. If at any time charity laws and regulations in New Zealand require a particular standard or form of statement or report, the Board will prepare statements and reports in accordance with those standards or forms.
- 14.5 The Financial Year of the Association shall commence on the first day of January of each year.

15. Common Seal

- 15.1 The Association shall have a Common Seal which shall be kept in the custody of the Chief Executive Officer.

16. Winding Up

- 16.1 If on the winding up of the Association, any property or funds whatsoever remaining after the satisfaction of all debts and liabilities, shall be distributed either as determined by the Members of the Association at or before the time of such winding up, or in default of such disposition by the High Court of New Zealand **PROVIDED HOWEVER**, that such property or funds shall only be distributed to one (1) or more early childhood organisations that are registered charitable entities having similar objectives to the Association and operating within New Zealand at the time of winding up.
- 15.2 Clause 15.1 may not be may not be altered, added to or rescinded unless the Association has first been de-registered as a registered charitable entity.

17. Interpretation

- 16.1 In the event of any uncertainty or dispute regarding the proper interpretation or construction of any part of this constitution, the Board may make a binding determination on such interpretation or construction **PROVIDED THAT** no interpretation that would endanger the Association's status as a registered charitable entity may be adopted. A determination under this clause will be binding on the Members of the Association.

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Name: Penny Smith Signature: PSM

Position: Board member Date: 22/5/2017

Name: Juliette Darnley Signature: JD

Position: Board Chair Date: 22/5/17

Name: Renée Wood Signature: RW

Position: Board Member Date: 22 May 2017

Name: Rachel Fox Signature: RF

Position: Board member Date: 22/5/17

Name: _____ Signature: _____

Position: _____ Date: _____

Certificate of Registration

Ruahine Kindergarten Association Inc

Registration number: CC10852

This is to certify that Ruahine Kindergarten Association Inc was registered as a charitable entity under the Charities Act 2005 on 15 August 2007.



Chair
Charities Commission



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Chief Executive
Charities Commission

Rates Remission Application

Applicant details	
Valuation reference number(s)	14101 348 00
Name of organisation	Seventh Day Adventist Church
Contact name	Jasmine
Postal address	17 Raukawa Road, RD10, Palmerston North 4470
Phone	021 146 7993
Email	jireland2131@gmail.com
Website	
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	cc42024
What was the charity registration date?	30.06.2008
Please upload a copy of proof of charitable status	CC42024_CharitySummary.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	Our Church's objective is to be a positive influence in the Community, offering friendship, support and positive lifestyle choices.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	We aim to meet the needs of people from all sections of society and of all ages in a caring and safe environment.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	All our Church programmes are open to everyone from the community. Our main community focus is a programme held every Thursday which includes friendship, a listening ear and a free hot meal. This is attended by a number of people from the community, including some who are homeless and many of whom are lonely and needy.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Our Church is located in the Feilding Central Business area (corner of Fergusson & South Streets). The building is easily accessible at street level. The Thursday Community Meal is advertised at the Manchester House & Opportunity Shops along with a sign on the footpath outside the Church on Thursdays.
Estimated number of active members, clients or participants	80 at Church and 25-30 at the Thursday meal.

Do other organisations use your facilities? If yes, please give details of these organisations	No
Please attach here a copy of your organisation's constitution	
Finance details	
Please attach here a copy of your most recent audited financial accounts	IMG_3068.JPG IMG_3069.JPG
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	IMG_3066 (1).JPG
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local	Yes

Government Official Information and Meetings Act 1987	
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

Feilding SDA Church
Quarterly Financial Report
4th Quarter 2020

	Balance Start Period	Income	Expenditure	Transfers	Balance End Period	Check
Conference Funds						
Title	\$95,131.14	\$44,332.90	\$0.00	\$0.00	\$137,644.04	\$137,644.04
Sabbath School offerings	\$1,806.90	\$1,108.40	\$0.00	\$0.00	\$2,715.30	\$2,715.30
13th Sabbath Offering	\$414.20	\$105.00	\$0.00	\$0.00	\$519.20	\$519.20
Education	\$1,243.30	\$507.50	\$0.00	\$0.00	\$1,750.80	\$1,750.80
Other Offerings	\$7,318.54	\$1,704.70	\$0.00	\$0.00	\$9,023.24	\$9,023.24
	<u>\$103,894.08</u>	<u>\$47,758.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$151,652.58</u>	<u>\$151,652.58</u>
Local Church Funds						
Church Operating						
Local Budget	\$7,781.02	\$3,657.38	-\$1,084.14	\$839.39	\$11,193.65	\$11,193.65
Lawns	\$604.33	\$0.00	-\$300.88	\$0.00	\$243.45	\$243.45
Cleaning	\$712.40	\$0.00	-\$32.31	\$0.00	\$680.29	\$680.29
Electricity	\$273.13	\$0.00	-\$159.08	\$0.00	\$114.05	\$114.05
Education Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Kitchen/Lunches	\$411.94	\$0.00	-\$135.09	\$0.00	\$276.85	\$276.85
Rates	-\$75.13	\$0.00	\$0.00	\$0.00	-\$75.13	-\$75.13
BMS Insurance	\$4,000.00	\$0.00	-\$4,839.25	\$0.00	-\$839.25	-\$839.25
Bulletin Expenses	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00
Gifts/Funeral	\$113.04	\$0.00	-\$142.60	\$0.00	-\$29.56	-\$29.56
Maintenance	-\$1,921.72	\$0.00	-\$970.29	\$0.00	-\$2,892.01	-\$2,892.01
Camera	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00	\$10.00
Sub total Church Operating	<u>\$12,145.01</u>	<u>\$3,657.38</u>	<u>-\$7,723.34</u>	<u>\$839.39</u>	<u>\$8,918.44</u>	<u>\$8,918.44</u>
Church Departments						
Library	\$405.25	\$0.00	\$0.00	\$0.00	\$405.25	\$405.25
Youth	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
Evangelism	\$208.00	\$0.00	\$0.00	\$0.00	\$208.00	\$208.00
Health	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cafe	\$3,333.32	\$260.00	\$0.00	\$120.00	\$3,713.32	\$3,713.32
Sabbath School						
Sabbath School General	\$392.90	\$0.00	-\$4.77	\$0.00	\$388.13	\$388.13
Sabbath School Pamphlets	\$357.90	\$120.00	-\$338.43	\$0.00	\$118.47	\$118.47
	<u>\$750.80</u>	<u>\$120.00</u>	<u>-\$364.20</u>	<u>\$0.00</u>	<u>\$506.60</u>	<u>\$506.60</u>
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub total Church Departments	<u>\$5,197.37</u>	<u>\$380.00</u>	<u>-\$364.20</u>	<u>\$120.00</u>	<u>\$5,333.17</u>	<u>\$5,333.17</u>
Church Special Funds						
Bible Worker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adults Aid	\$464.38	\$2,903.90	\$0.00	\$0.00	\$3,368.28	\$3,368.28
Believer's Emergency	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	\$1,250.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub total Church Special Funds	<u>\$1,714.38</u>	<u>\$2,903.90</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,618.28</u>	<u>\$4,618.28</u>
GST Acc	-\$21.24	\$0.00	-\$402.88	\$187.66	-\$236.46	-\$236.46
Total Church Funds	<u>\$19,035.52</u>	<u>\$6,941.28</u>	<u>-\$8,490.47</u>	<u>\$1,147.05</u>	<u>\$18,633.43</u>	<u>\$18,633.43</u>

Note

Reconciliation of Church Funds as for the December Period

I. R. Taylor
 Chairman

J. Ireland
 Treasurer

North New Zealand Conference

47 Ben Lomond Cres., Pakuranga Heights, Auckland 2010
Private Bag 76500, Manukau City, Auckland 2241
New Zealand
Phone: (09) 267 5620
NZConference@adventist.org.nz
www.nnzco.org.nz



30 July 2018

To the Pastor, Elders and Church Board Members
Feilding Seventh-day Adventist Church
Feilding, New Zealand

Audit Report

We are pleased to inform you that we have completed an internal audit review of the treasurer's report of the Feilding Seventh-day Adventist Church ("the Church") for the period of 1 January 2016 to 31 December 2016.

Church Board and Treasurer's Responsibility for the Church Reports

The Church Board and Treasurer are responsible for the preparation and fair presentation of the church monthly reports in accordance with the North New Zealand Conference of the Seventh-day Adventist Church ("the Conference") policies and practices and for such internal control as the church determine is necessary to enable the preparation of the reports that are free from material misstatements, whether due to fraud or error.

The Internal Auditor's Responsibility

Our responsibility, as internal auditors of the Conference, is to express an opinion on these reports on our audits. We conducted our audits in accordance with the generally accepted practice by the Conference. Those practices require that we comply with ethical requirements and plan and perform the audits to obtain reasonable assurance whether the reports are free from material misstatements.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the church reports. The procedures selected depend on the auditor's judgment, including assessment of the risk of material misstatements of the church reports, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Church's preparation and fair presentation of the reports in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Church's internal control.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Audit Opinion

In our opinion the church reports referred to above present fairly, in all material respects, a true and correct view of financial affairs of the Church for the period reviewed in conformity with the Conference generally accepted practice.

Restriction on Distribution and Use

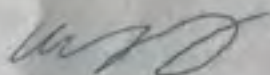
Our report is intended solely for the information and use of the Conference and the Church Board and should not be shown to any other person without our express permission in writing. We do not accept responsibility for this report to any other person and we hereby disclaim any and all such liability.

Other Matter

In connection with our audits, we have also enclosed an audit summary which includes information for the Church Board to note. We would also wish to highlight that it is the sole responsibility of the Church Board to monitor the daily, weekly and monthly operations of the treasurer and treasury team. The Conference would inform the Treasurer, and if necessary the Church Board, if there are any irregularities noticed in the reports submitted and the Online Tithes and Offerings Live System.

Lastly, we would like to express our appreciation on behalf of the Conference for the commitment the Church Treasurer and Treasury Team have shown during our audit.

Yours sincerely



Irene Yang
Senior Accountant
North New Zealand Conference of the Seventh-day Adventist Church



Charity Summary

Registration Number:	CC42024
Registration Date:	30/06/2008
Charity Name:	North New Zealand Conference of the Seventh-day Adventist Church

Charity Details

Trading Name

Registration Details

Registration Status:	Registered
Balance Date:	June 30
IRD Number:	Restricted
NZBN Number:	N/A

Address for Service:

Charity's Postal Address: Private Bag 76900
Manukau City
Auckland 2241

Charity's Street Address: 47 Ben Lomond Crescent
Pakuranga Heights
Auckland 2010

Charity's other details

Phone:	09 262 5620
Fax:	09 262 5621
Email:	nnzconf@adventist.org.nz
Website:	http://www.adventist.org.nz
Facebook:	
Twitter:	
Social Network Name:	

Areas of Operation

New Zealand: Northland, Auckland, Waikato, Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatu - Wanganui, Wellington - Wairarapa
Percentage spent overseas 34

Purpose & Structure

Purpose

Religious Organisation

Entity Structure

Part of the Seventh-Day Adventist Church in New Zealand

Activities

Main Activity: Provides advice / information / advocacy
Activities: Provides services, Makes grants to organisations, Provides advice / information / advocacy, Acts as an umbrella / resource body, Provides buildings / facilities / open space, Provides religious services / activities

Sectors

Main Sector: Religious activities
Sectors: Education / training / research, Health, Community development, Religious activities, Promotion of volunteering

Beneficiaries

Main Beneficiary: General public
Beneficiaries: Children / young people, Older people, People with disabilities, General public, Family / whanau, Religious groups

Annual Returns

Date Submitted	For Year Ended	Total Income	Total Expenditure	Reference
01/07/2020	30/06/2020			AR004
01/07/2019	30/06/2019			AR003
01/07/2018	30/06/2018			AR002
10/01/2018	30/06/2017			AR001

Officer Details

Current Officers

Name	Officer Type	Position	Position Appointment Date
Arnold Larsen	Individual	President	19/10/2020

Past Officers

Name	Officer Type	Position	Last Date as an Officer
Reno Paotonu	Individual	Committee Member	30/05/2005
Edward Tupai	Individual	Chairperson	27/07/2018
Natalia Grobler	Individual	Committee Member	23/11/2008
Shane Palipane	Individual	Chief Financial Officer	22/04/2020
Ben Timothy	Individual	President	18/10/2020
Brenda Smith	Individual	Exectutive Committee Member	17/10/2016
David Melville	Individual	Executive committee member	17/10/2016
Emma Weslake	Individual	Executive Committee Member	17/10/2016
Helen Carter	Individual	Executive Committee Member	17/10/2016
Jean-Pierre Theron	Individual	Executive Committee Member	17/10/2016
Norman King	Individual	Executive committee member	17/10/2016
Paora Teaukura	Individual	Committee Member	17/10/2016
Sue Ah-young	Individual	Executive Committee Member	17/10/2016
Tagaloa Puni	Individual	Executive committee member	17/10/2016
David Rankin	Individual	Committee Member	16/11/2011
Aletha Samuela	Individual	Committee Member	05/09/2010
Lewis Ringrose	Individual	Committee Member	05/09/2010
Nora West	Individual	Committee Member	05/09/2010
Petrus Van Wyk	Individual	Committee Member	05/09/2010
Robert Patton	Individual	Committee Member	05/09/2010
Russell Jones	Individual	Secretary	05/09/2010
Stephen Davies	Individual	Committee Member	05/09/2010
Rosalie McFarlane	Individual	Committee Member	03/08/2011

Rates Remission Application

Applicant details	
Valuation reference number(s)	14081/87002
Name of organisation	St Brigid's Catholic Church
Contact name	Grant Pennycook
Postal address	4 Monmouth St Feilding 4702
Phone	027 324 8280
Email	stbrigids@xtra.co.nz
Website	n/a
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC53129
What was the charity registration date?	14 April 2016
Please upload a copy of proof of charitable status	DIA Charities Registration.pdf
Organisation details	
<p>Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)</p>	<p>The Catholic Parish of St Brigid's provides for the Spiritual and Pastoral needs of the Catholic Community in Feilding, Kimbolton and surrounding areas. We also offer spiritual comfort and practical support to those in the Community who have a need at any time. Many of our parishioners visit those in the community who are lonely and in need providing both spiritual support taking them Communion and praying with them and practical support when required. We provide regular services at some of our Rest Homes ranging from individual and group weekly communion services to a monthly Mass at Woodlands Rest Home. Our Parish works closely with St Joseph's School in providing opportunities for children and their families who wish to explore further their faith. This year we have started a breakfast club at the school providing breakfast every school morning.</p> <p>Within the school, parish and wider community, we provide food parcels, assistance with school fees, uniforms and other bills when required as well as referring people to budgeting, counselling</p>

	and other services as required. Over the past two years we've supported three families new to the region to find housing and fully furnish their homes once they have found a home.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	The retention and attraction of new parishioners within the Feilding, Kimbolton and wider communities. Providing a safe environment for faith and community activities. Inclusive of all people.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	St Brigid's helps to meet the Spiritual and Pastoral needs by providing a gathering area for regular Masses and the opportunity for priests and parishioners to provide ongoing Spiritual guidance and pastoral care to those in our community. When appropriate, our facilities can be used by other groups within the community, for example, last year a 6 week course for carers was run by 'Growing Together' out of these premises.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Our Church is open to all with regular hours of 9.30 - 2.30 Tuesday to Friday and Sunday morning providing a point of contact for those seeking services outside of our formal Church Services. Being open and accessible to the community allows us to respond to individual needs of anyone who walks through our doors. When we don't have the skills or resources to meet their needs, we ensure that they are referred to the appropriate agencies whether it be Council or Social Services. We accompany them to meetings with other agencies when required. Outside of the office hours a number of groups gather for various meetings in the gathering area e.g.
Estimated number of active members, clients or participants	600
Do other organisations use your facilities? If yes, please give details of these organisations	As referred to above, other groups where appropriate are able to utilise these facilities. Examples of groups that regularly meet here are: St Vincent de Paul society St Joseph's School Community Catholic Deaf Community Growing Together Tokelauan Choir Practice Feilding Combined Churches
Please attach here a copy of your organisation's constitution	

Finance details	
Please attach here a copy of your most recent audited financial accounts	
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	Parish Financial Performance Report 2020.pdf
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact	Yes

details provided in this application, retaining and using these details	
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes



**DIOCESE OF
PALMERSTON
NORTH**

Te Rau Aroha
Diocesan Centre
33 Amesbury Street
Private Bag 11 012
Palmerston North 4442

T +64 6 354 1780
www.pndiocese.org.nz

Memorandum

From: Chris Reilly
Re: Parish Financial Performance Report
Date: 22 January 2021

Hi Mary

Please find enclosed St Brigid's Parish Financial Performance Report for the year ending 30 September 2020. Can you please get Fr Robin and the parish chairperson to sign and return by courier to me as soon as possible. We will then upload and file on your behalf to Charities Services.

Many thanks for your wonderful help in preparing the accounts. It is really appreciated.

Kind regards

Chris Reilly
Diocese of Palmerston North

St Brigid's Parish, Feilding
Schedule of Property Plant & Equipment

For the Year Ended
 30 September 2020

	Purchase Date	Cost	Accumulated Depreciation	Opening WDV	Sale /Purchase	Depreciation Rate	Depreciation Expense	Accumulated Depreciation	Closing WDV
Land									
4 Monmouth Street - Church		147,000		147,000		0% SL			147,000
2881 Kimbolton Road - Kimbolton Church		44,000		44,000		0% SL			44,000
Total Land		191,000	-	191,000	-		-	-	191,000
Buildings									
4 Monmouth Street - Church		2,074,608	248,952	1,825,656		2% SL	41,492	290,444	1,784,164
2881 Kimbolton Road - Kimbolton Church		181,000	-	181,000		2% SL	3,620	3,620	177,380
Courtyard		5,715	1,715	4,001		5% SL	286	2,001	3,715
Outside Lighting		11,440	3,432	8,008		5% SL	572	4,004	7,437
Pathways and Paving	27/08/2014	11,150	2,878	8,271		5% SL	557	3,435	7,714
Total Buildings		2,283,913	256,978	2,026,936	-		46,527	303,504	1,980,410
Plant & Equipment									
<i>Furniture & Fittings</i>									
Church Chairs	27/09/2018	1,930	523	1,407		25% SL	483	1,005	925
		1,930	523	1,407			483	1,005	925
<i>Computers (including software)</i>									
Computers	30/06/2017	1,299	757	542		25% SL	325	1,082	218
		1,299	757	542			324	1,082	218
Total Plant & Equipment		3,229	1,279	1,950	-		807	2,087	1,142
Total Property, Plant and Equipment		2,478,142	258,257	2,219,886	-		47,334	305,591	2,172,552

COPY FOR YOUR INFORMATION

St Brigid's Feilding Parish
Performance Report
For the year ended
30 September 2020

St Brigid's Feilding Parish
Performance Report
For the year ended
30 September 2020

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St Brigid's Feilding Parish

Parish Information

For the year ended
30 September 2020

Legal Name of Parish St Brigid's Feilding Parish

Type and Legal Basis of Parish:

St Brigid's Feilding Parish is a parish of the Diocese of Palmerston North. The internal operation of the Diocese is governed by the Code of Canon Law of the Catholic Church which is a legal code operating under Roman Juridical principles. While the Code of Canon Law is recognised by New Zealand civil law, civil law takes precedence unless otherwise legislated. Under Canon Law, parishes are effectively autonomous in their operations and are separate Juridic person. (Can.515)

Registration Number: CC53129

Parish Purpose or Mission:

The mission of the Parish is to:

1. worship God in joyous celebration of the Mass and sacraments
2. proclaim the Word of God to all people
3. witness the love and redemptive healing of Christ
4. serve those in need in both Church and society

Parish Structure:

1. The clergy (Parish priest, assistant priest, or Parish administrator), appointed by the Bishop of the Diocese of Palmerston North, is responsible for celebrating the liturgies of praise and thanksgiving, and, the spiritual well-being and pastoral care of all parishioners.
2. The Parish Finance Committee, established under the Code of Canon Law (Can.537) assists in the administration of all property, both real and personal, and any estate or interest in any real or personal property, and any debt, and any thing in action, and any other right or interest.
3. The Parish Pastoral Council, established under the Code of Canon Law (Can.536) assists in promoting pastoral action in the Parish.

Main Sources of the Parish's Cash and Resources:

Parish collections, donations, bequests, fundraising, special appeals and collections.

Main Methods Used by the Parish to Raise Funds:

The main methods used to raise funds are through promotion of planned giving and requests for special collections. Grants for special purposes can also be made to donor bodies, together with other minor fundraising activities

St Brigid's Feilding Parish

Parish Information

For the year ended
30 September 2020

Parish's Reliance on Volunteers and Donated Goods or Services:

The Parish relies on volunteers for many tasks including: participation in conduct of liturgical activities such as readings and musical accompaniment; pastoral care including visiting parishioners and those suffering adversities such as ill health; administrative tasks such as recording financial transactions; care of property such as cleaning, provision of flowers, grounds maintenance; religious education activities such as preparation for baptism, confirmation and first communion.

Contact details

Physical Address 4 Monmouth Street, Feilding 4702

Postal Address: 4 Monmouth Street, Feilding 4702

Phone/Fax: Phone 06 323 3980

Email/Website: stbrigids@xtra.co.nz

St Brigid's Feilding Parish
Statement of Service Performance
For the year ended
30 September 2020

Description of Parish Outcomes:

1. Parishioners have ample opportunity to take part in services of liturgical praise and thanksgiving, and to partake of the sacraments of Baptism, Confirmation, Holy Communion, Confession, Marriage, and the Anointing of the Sick.
2. The community is enhanced with service to others through pastoral visits, hospitality, pastoral caring for the ill and the bereaved.
3. Those who have died are committed into the care of God.

Description and Quantification of Parish Outputs:	Actual This Year	Actual Last Year
Masses	176	200
Marriages	1	2
Baptisms	19	11
Funerals	8	7
Anointing of the sick	8	100
Pastoral visits made	800	1040
Hospitality is provided	70	120
Food baskets provided	40	53
Prayer Groups	115	120

St Brigid's Feilding Parish
Statement of Financial Performance
For the year ended
30 September 2020

	Note	Actual This Year \$	Actual Last Year \$
Revenue			
Donations, fundraising and other similar revenue		126,907	117,751
Revenue from providing goods or services		437	630
Other revenue		11,418	-
Total Revenue	1	138,762	118,381
Expenses			
Volunteer and employee related costs		48,724	52,231
Fundraising Costs		2,652	2,983
Costs related to providing goods or services		30,651	33,571
Grants and donations made		11,718	11,086
Other expenses		70,264	66,369
Total Expenses	2	164,009	166,240
Surplus/(Deficit) for the Year		(25,247)	(47,859)

St Brigid's Feilding Parish
Statement of Financial Position
As at
30 September 2020

	Note	Actual This Year \$	Actual Last Year \$
Assets			
Current Assets			
Bank accounts and cash		10,696	-
Debtors and prepayments		11,977	11,985
Total Current Assets	3	22,673	11,985
Non-Current Assets			
Property, plant and equipment	4	2,172,552	2,219,886
Total Non-Current Assets		2,172,552	2,219,886
Total Assets		2,195,225	2,231,871
Liabilities			
Current Liabilities			
Bank accounts and cash	3	-	1,009
Creditors and accrued expenses	3	7,516	5,819
Total Current Liabilities		7,516	6,828
Non-Current Liabilities			
Loans	3	411,282	423,369
Total Non-Current liabilities		411,282	423,369
Total Liabilities		418,798	430,197
Total Assets less Total Liabilities (Net Assets)		1,776,427	1,801,674
Accumulated Funds			
Accumulated surpluses or (deficits)		1,776,427	1,801,674
Total Accumulated Funds	5	1,776,427	1,801,674

Signed

Signed

Position

Position

Date

Date

St Brigid's Feilding Parish
Statement of Cash Flows
For the year ended
30 September 2020

	Actual This Year \$	Actual Last Year \$
Cash Flows from Operating Activities		
Cash was received from:		
Donations, fundraising and other similar receipts	126,998	111,948
Receipts from providing goods or services	437	630
Net GST	42	601
Cash was applied to:		
Payments to suppliers and employees	100,723	107,868
Donations, fundraising or grants paid	14,380	15,081
Net Cash Flows from Operating Activities	12,374	(9,770)
Cash flows from Investing and Financing Activities		
Cash was received from:		
Additional loan funds advanced	-	6,504
Sale of Land	11,418	-
Cash was applied to:		
Repayments of loans borrowed from other parties	12,087	-
Net Cash Flows from Investing and Financing Activities	(669)	6,504
Net Increase / (Decrease) in Cash	11,705	(3,266)
Opening Cash	(1,009)	2,257
Closing Cash	10,696	(1,009)
This is represented by:		
Bank Accounts and Cash	10,696	(1,009)

St Brigid's Feilding Parish

Statement of Accounting Policies

For the year ended 30 September 2020

Basis of Preparation

St Brigid's Feilding Parish has elected to apply PBE SFR-A (NFP) Public Benefit Entity Simple Format Reporting - Accrual (Not-For-Profit) on the basis that it does not have public accountability and has total annual expenses of equal to or less than \$2,000,000. All transactions in the performance report are reported using the accrual basis of accounting. The performance report is prepared under the assumption that the entity will continue to operate in the foreseeable future.

Bank Accounts and Cash

Bank accounts and cash in the Statement of Cash Flows comprise cash balances and bank balances (including short term deposits) with original maturities of 90 days or less.

Accounts Receivable

Accounts receivable are initially recorded at fair value and subsequently recorded at amortised cost using the effective interest method. A provision for impairment of accounts receivable is established where there is objective evidence that all amounts due will not be collected.

Investments

Short term investments have maturities between three months and one year. These are recorded at cost. Loan investments and other long term receivables are also recorded at cost.

Property, Plant and Equipment

Land and buildings of the Parish are held in trust for the Parish by the Bishop of the Diocese of Palmerston North, as a Corporation Sole, empowered by the Roman Catholic Bishops Empowering Act 1997 to do so. While the title of the property is thus vested in the Bishop, all the benefits and responsibilities pertaining to the use of the property remain with the parish and they are therefore recorded in the Parish Statement of Financial Position.

Land has been recorded at deemed cost, based on its rating valuation at the time of recognition, plus additions at cost, less accumulated depreciation and impairment losses. Buildings have been recorded at cost, based on their actual cost at the time of recognition, plus additions at cost, less accumulated depreciation and impairment losses. All other items of property, plant and equipment have been recorded at cost less accumulated depreciation and impairment losses.

Depreciation

Depreciation is charged on a straight line basis over the useful life of the asset, except for land. Land is not depreciated. Depreciation is charged at rates calculated to allocate the cost or valuation of the asset less any estimated residual value over its remaining useful life:

Buildings	2 - 5% SL
Furniture and fixtures	5 - 25% SL
Office equipment	10 - 25% SL
Computers	10 - 33% SL
Machinery	25% SL

Depreciation methods, useful lives and residual values are reviewed at each reporting date and are adjusted if there is a change in the expected pattern of consumption of the future economic benefits or service potential embodied in the asset.

St Brigid's Feilding Parish

Statement of Accounting Policies

For the year ended

30 September 2020

Accounts Payable

Accounts payable represents liabilities for goods and services provided prior to the end of the financial year which are unpaid. Accounts payable are recorded at the amount of cash required to settle those liabilities. These amounts are unsecured and are usually paid within 30 days of recognition.

Loans

Loans to the Parish are provided by the Catholic Development Fund on terms and condition set by that entity. The Catholic Development Fund was established by the Bishop of the Diocese of Palmerston North to provide a deposit and loan facility for the Diocese, and Diocesan organisations.

Financial Instruments

Financial instruments include financial assets (cash and cash equivalents, loans and receivables, and investments) and financial liabilities (payables and borrowings).

Goods and Services Tax (GST)

All amounts are recorded exclusive of GST, except for Debtors and Creditors which are stated inclusive of GST.

Income Tax

The Parish is exempt from income tax under section CW 41-43 Charities (Charities Act 2005) of the Income Tax Act 2007. The Parish is registered with the Charities Commission.

Revenue Recognition

Donations, Fundraising and Other Similar Revenue

Income from donations, fundraising and other similar revenue is recognised when received.

Fees, Subscription and Other Revenue from Members

Income from fees, subscriptions and other revenue from member is recognised when received.

Revenue from Providing Goods and Services

Income from providing goods and services is the amount from providing goods and services to parishoners and other persons or organisations.

Interest, Dividends and Other Investment Revenue

Interest revenue is recognised on the effective interest rate basis, taking into account the effective yield on the financial asset.

Statement of Cash Flows

Cash means cash balances on hand, held in bank accounts, deposits on demand and other highly liquid investments as part of its day-to-day cash management.

Operating activities include cash received from all income sources and record the payments made for the supply of goods and services.

Investing activities are those activities relating to the acquisition and disposal of non-current assets.

Financing activities comprise activities that change the equity and debt capital structure of the Parsh.

Changes in Accounting Policies

There have been no changes in accounting policies during the financial year (last year - nil)

St Brigid's Feilding Parish
Notes to the Performance Report
For the year ended
30 September 2020

Note 1 : Analysis of Revenue

Revenue Item	Analysis	This Year	Last Year
		\$	\$
Fundraising revenue	Church building	11,446	26,438
	Other projects	10,589	-
	Total	22,035	26,438
Donations and other similar revenue	Parish collections	67,867	68,141
	Special collections	2,691	3,838
	Other donations	3,183	2,337
	Diocesan grant	22,930	16,997
	Other grants	8,201	-
	Total	104,872	91,313
Revenue from providing goods or services	Sales of papers and books	437	630
	Total	437	630
Other revenue	Sale of land	11,418	-
	Total	11,418	-

St Brigid's Feilding Parish
Notes to the Performance Report
For the year ended
30 September 2020

Note 2 : Analysis of Expenses

Expense Item	Analysis	This Year \$	Last Year \$
Volunteer and employee related costs	Administration employee costs	27,621	30,872
	Diocesan Clergy Trust Fund	18,324	18,398
	Lay pastoral contribution	2,779	2,961
	Total	48,724	52,231
Fundraising costs	Church Building	1,090	2,983
	Other projects	1,562	-
	Total	2,652	2,983
Costs related to providing goods or services	Papers and books	902	560
	Parish apostolates	2,055	3,772
	Car running	5,640	3,317
	Property costs	14,295	16,284
	Administration and overhead costs	3,241	4,823
	Diocesan works	4,518	4,815
Total	30,651	33,571	
Grants and donations made	Special collections	2,691	3,838
	Donations	9,027	7,248
	Total	11,718	11,086
Other expenses	Depreciation	47,334	43,714
	Interest/debt servicing costs	22,930	22,655
	Total	70,264	66,369

St Brigid's Feilding Parish
Notes to the Performance Report
For the year ended
30 September 2020

Note 3 : Analysis of Assets and Liabilities

Asset Item	Analysis	This Year	Last Year
		\$	\$
Bank accounts and cash	Bank current accounts	10,696	(1,009)
	Total	10,696	(1,009)
Debtors and prepayments	GST receivable	706	624
	Accounts receivable	11,271	11,361
	Total	11,977	11,985
Liability Item	Analysis	This Year	Last Year
		\$	\$
Creditors and accrued expenses	Trade and other payables	7,516	5,819
	Total	7,516	5,819
Loans	Loan - Catholic Development Fund	411,282	423,369
	Total	411,282	423,369

St Brigid's Feilding Parish
Notes to the Performance Report
For the year ended
30 September 2020

Note 4 : Property, Plant and Equipment

This Year					
Asset Class	Opening Carrying Amount	Purchases	Sales/ Disposals	Current Year Depn	Closing Carrying Amount
Land	191,000	-	-	-	191,000
Buildings	2,026,936	-	-	46,527	1,980,409
Plant & Equipment	1,950	-	-	807	1,143
Total	2,219,886	-	-	47,334	2,172,552

Last Year					
Asset Class	Opening Carrying Amount	Purchases	Sales/ Disposals	Current Year Depn	Closing Carrying Amount
Land	191,000	-	-	-	191,000
Buildings	2,069,843	-	-	42,907	2,026,936
Plant & Equipment	2,757	-	-	807	1,950
Total	2,263,600	-	-	43,714	2,219,886

	This Year	Last Year
Significant donated assets recorded - source and date of valuation	Nil	Nil
Significant donated assets - not recorded	Nil	Nil

St Brigid's Feilding Parish
Notes to the Performance Report
For the year ended
30 September 2020

Note 5: Accumulated Funds

This Year	Capital Contributed by Owners or Members	Accumu- lated Surpluses or Deficits	Reserves	Total
Description				
Opening Balance	-	1,801,674	-	1,801,674
Capital contributed by owners or members	-	-	-	-
Capital returned to owners or members	-	-	-	-
Surplus/(Deficit)	-	(25,247)	-	(25,247)
Distributions paid to owners or members	-	-	-	-
Transfer to Reserves	-	-	-	-
Transfer from Reserves	-	-	-	-
Closing Balance	-	1,776,427	-	1,776,427
Last Year				
Description				
Opening Balance	-	1,849,532	-	1,849,532
Capital contributed by owners or members	-	-	-	-
Capital returned to owners or members	-	-	-	-
Surplus/(Deficit)	-	(47,859)	-	(47,859)
Distributions paid to owners or members	-	-	-	-
Transfer to Reserves	-	-	-	-
Transfer from Reserves	-	-	-	-
Closing Balance	-	1,801,674	-	1,801,674

St Brigid's Feilding Parish
Notes to the Performance Report
For the year ended
30 September 2020

Notes 6-9

Note 6: Commitments and Contingencies

Commitments

There are no commitments as at balance date (last year - nil)

Contingent Liabilities and Guarantees

There are no contingent liabilities and guarantees as at balance date (last year - nil)

Note 7: Other

Significant Grants and Donations with Conditions which have not been Recorded as a Liability

There are no significant grants and donations with conditions which have not been recorded as a liability (last year - nil)

Goods or Services Provided to the Entity in Kind

There have been no goods or services provided to the entity in kind (last year - nil)

Note 8: Related Party Transactions

Description of Related Party Relationship	Description of the Transaction (cash or kind)	This Year	Last Year	This Year	Last Year
		Value of Transactions	Value of Transactions	Amount Outstanding	Amount Outstanding
The Clergy Trust Fund funds and administers clergy stipends and costs	Contributions to the fund were made in cash for the support of clergy	18,324	19,882	2,893	1,591
The Diocese of Palmerston North takes contributions from the Parish to partially fund its activities	Contributions to the fund were made in cash towards the Diocesan activities	4,518	4,933	-	-
The Diocese of Palmerston North takes contributions from the Parish to fund lay pastoral activities	Contributions to the fund were made in cash towards the Diocesan lay pastoral activities	2,779	3,035	-	-
	The Diocese made a grant to the parish towards its interest expense	16,997	11,148	-	-

Note 9: Events After the Balance Date

There were no events that have occurred after the balance date that would have a material impact on the Performance Report (last year - nil)

DIA - CHARITIES SERVICES
120 Victoria Street, Wellington 6011
P.O. Box 30-112, Lower Hutt 5040
New Zealand
Fax +64 4 382 3595
Freephone 0508 242 748
Website www.dia.govt.nz www.charities.govt.nz

14 April 2016

Dear Mary Sutton

Re: Registration of St Brigid's Feilding Parish

I am pleased to advise that your application to register St Brigid's Feilding Parish as a charity has been successful. Your official Registration Number is CC53129.

Details about St Brigid's Feilding Parish are now publicly available on the Charities Register at www.charities.govt.nz. As proof of registration can be obtained by visiting our website and performing a search of a charity's name or registration number we no longer issue certificates of registration.

Being a registered charity brings with it some obligations. These include:

- sending an Annual Return to Charities Services each year (refer to the link below). Your first Annual Return is due before 31 March 2017; and
- notifying Charities Services of changes to the name, address for service, balance date, rules, purposes or officers no later than three months after the effective date of the change. You may use the Update Details form available on our website. We will need to check that the changes made do not affect your registration status.

Failure to meet these obligations may result in your charity losing its charitable status. Please ensure that all future officers are also made aware of these obligations.

Please note that the financial reporting requirements for registered charities are changing from 1 April 2015. Information, templates and guidance notes are available on our website. Stay up to date on these changes, upcoming workshops and other relevant information by checking our website and regular "Charities News Alert" newsletters regularly.

For further guidance or information, please contact us on our free information line 0508 242 748 or email info@charities.govt.nz.

Yours sincerely,

Penelope Edgerley
Team Leader Registration

Rates Remission Application

Applicant details	
Valuation reference number(s)	13990/53004 and 7
Name of organisation	Steam Traction Society Incorporated
Contact name	Alec Birch
Postal address	PO Box 410 Feilding
Phone	0274868649
Email	steamtractionsoc@gmail.com
Website	
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC44365
What was the charity registration date?	11 June 2010
Please upload a copy of proof of charitable status	CC44365_Certificate.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	The society operates in the areas of heritage preservation and education. Specifically the preservation, restoration and operation of steam driven machinery, and the education of public and interested persons in the contribution that equipment made in the building of the region.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	The Society has been an active part of the Manawatu community for 57 years, and in Feilding specifically for over 45 years. We offer recreational and lifestyle opportunities either thru direct involvement in the society or by way of attendance at events we in turn support.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	We see it as vital that in order to progress and develop the people of the region have an understanding of the past and how the district developed. The Manawatu came into being in the steam era, its transport, agriculture, and manufacturing bases were all steam powered almost from day 1.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these	We attend events "in town" such as the Feilding Christmas Carnival, we support events run by the Manawatu Vintage Machinery Club and Feilding Steam Rail and further afield in Marton, Whanganui, and the Wairarapa. Our site is open

residents are given the opportunity to participate	to the public every weekend and at other times by arrangement and have contact details registered at Feilding Promotions. In March each year we hold a Steam Fair showcasing our engines and steam driven equipment.
Estimated number of active members, clients or participants	80 members
Do other organisations use your facilities? If yes, please give details of these organisations	No
Please attach here a copy of your organisation's constitution	Constitution.pdf
Finance details	
Please attach here a copy of your most recent audited financial accounts	2020 Financial statements.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	Rates remission is very important to us. Our subscriptions and members fees are sufficient to cover the basic operating cost of the society. Any development of our facilities and enhancement to our operations is dependent on funds earned at the events we attend. Lockdown made a mess of the 2020 programme and has impacted 2021 with reduced income and out of district events cancelled, all with the exception of the Feilding Christmas Carnival which has remained strong.
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government	Yes

department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

The Steam Traction Society Incorporated
Receipts and Payments
For the year ended 31 August 2020

	2020	2019
	\$	\$
Receipts		
Boiler Inspection	849.00	1,940.00
Coal sales	-	810.00
Donations	1,699.50	4,188.13
Event/Trailer rides	4,580.20	12,568.00
Insurance	1,492.00	2,012.00
Interest	6.32	10.25
Key deposit	200.00	-
Rents	4,390.00	1,645.00
Shop Sales	26.00	60.00
Subscriptions	<u>4,910.00</u>	<u>2,337.50</u>
TOTAL RECEIPTS	<u>18,153.02</u>	<u>25,570.88</u>
Less: Payments		
Administration/Advertising	376.28	480.56
Asset purchases	2,000.00	1,249.00
Boiler inspection	816.50	4,078.59
Building Improvements	-	7,869.10
Building Maintenance	517.50	-
Coal/Wood purchases	-	12,000.38
Club Consumables	514.30	75.44
Electricity	952.54	1,041.73
Events	1,030.59	1,093.86
General Routine Maintenance	1,099.96	2,451.64
Insurance	3,768.53	3,947.19
Newsletters	398.40	157.80
Society Engine R & M	16.38	19.47
Workshop Consumables	<u>-</u>	<u>378.71</u>
TOTAL PAYMENTS	<u>11,490.98</u>	<u>34,843.47</u>
EXCESS OF RECEIPTS OVER PAYMENTS	<u>6,662.04</u>	<u>(9,272.59)</u>

Bank reconciliation as at 31 August 2020

Opening balance	10,378.22	19,650.91
Add: Receipts	<u>18,153.02</u>	<u>25,570.88</u>
	28,531.24	45,221.69
Less: Payments	<u>11,490.98</u>	<u>34,843.47</u>
Closing balance	<u>17,040.26</u>	<u>10,378.22</u>
Reflected by:		
Bank statement balance	17,040.26	10,520.60
Less: Outstanding cheques	<u>-</u>	<u>142.38</u>
	<u>17,040.26</u>	<u>10,378.22</u>

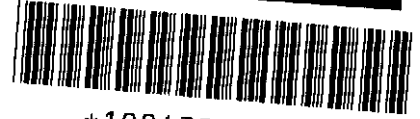
The Steam Traction Society Incorporated
Schedule of Fixed Assets
As at 31 August 2020

	2020	2019
	\$	\$
Land and Buildings		
Land (Primary)	180,000.00	180,000.00
Land (2 acre block)	110,000.00	110,000.00
Engine shed	70,000.00	70,000.00
Clubrooms	15,000.00	15,000.00
Workshop	34,687.40	34,687.40
Stationary Engine Shed	20,000.00	20,000.00
Wood Shed	10,647.52	10,647.52
Mill Shed	<u>15,574.19</u>	<u>15,574.19</u>
	<u>455,909.11</u>	<u>455,909.11</u>
 (Rates valuation of land and buildings at 1 September 2019 - \$412,000.00)		
Plant and Machinery		
Tanks	3,660.00	3,660.00
Plant	5,744.96	5,744.96
Workshop Shaper	500.00	500.00
McLaren Roller	75,000.00	75,000.00
Robey Portable Engine	10,000.00	10,000.00
Chaff cutter	1,000.00	1,000.00
Galleys	10,000.00	10,000.00
C & S Mill	250.00	250.00
Truscot Tanker	550.00	550.00
Workshop Lathe	3,000.00	3,000.00
Tools	401.45	401.45
A & P Boiler	739.20	739.20
BNT Compressor	3,543.75	3,543.75
Container	<u>2,000.00</u>	<u>0.00</u>
	<u>116,389.36</u>	<u>114,389.36</u>
<u>FIXED ASSETS TOTAL</u>	<u>572,298.47</u>	<u>570,298.47</u>

I have examined the Books of Account and relevant documents of The Steam Traction Society Inc. and in my opinion the Receipts and Payments Statement and Schedule of Fixed Assets set out a true and correct statement of the Society's financial position for the year ended 31 August 2020.

PG George
Hon Auditor

Incorporated Society Statutory Declaration



10047049807

Ministry of Economic
Development



Manatū ōhanga

The Incorporated Societies Act 1908 (Sections 7 and 21)
This form is available online at www.societies.med.govt.nz

Use this form when submitting an application to incorporate a society OR when a society files an alteration to its rules.

Name of
Society

THE STEAM TRACTION SOCIETY.
INCORPORATED

Society
Number

216901

I, ANDREW GRAEME VOSS (name of person making declaration)
of KARERE ROAD, LONGBURN (residential address)

do solemnly and sincerely declare that:

- 1. I am a member of / ~~solicitor~~ (delete one) the above society, and
- 2. The attached ~~rules~~ / alteration to the rules (delete one) comply with section 6 of the Incorporated Societies Act 1908 (see next page for list of criteria), and

Either (this option applies to applications to incorporate a society ~~if~~ delete if not applicable)

- 3. The majority of members of the society ~~consent to this application~~ for incorporation
Or (this option applies for alterations to existing rules of an incorporated society ~~if~~ delete if not applicable)

P# 13
04 NOV 2004

- 4. The alteration to the rules has been made in accordance with the rules of the society

P# 13
04 NOV 2004

And I make the solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths and Declarations Act 1957.

Declared at FELLSING (place)

this 2nd (day) name of society member / ~~solicitor~~ Andrew G. Voss

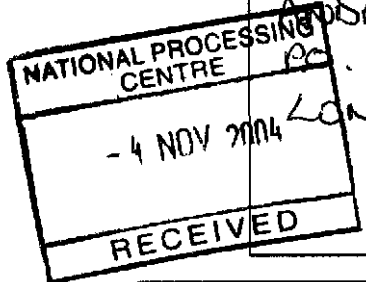
day of OCTOBER (month) signature of society member / ~~solicitor~~ Andrew G. Voss

20 04 (year)

before me: C. A. Vinton J.P. ~~Solicitor~~ / Justice of the Peace / ~~other person authorised to take a Statutory Declaration~~

Completed by Name and postal address

ANDREW G. VOSS
P.O. Box 9,
LONGBURN



Other details Telephone 06 3559176

Email

Post to Registrar of Incorporated Societies
Ministry of Economic Development
Private Bag 92061
Auckland Mail Centre 1020

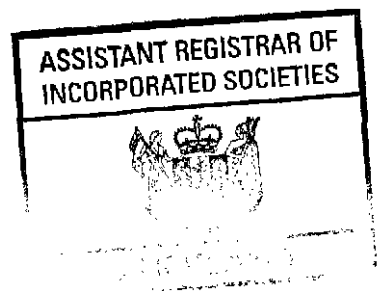
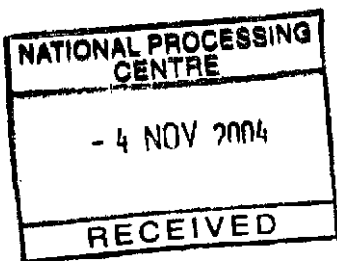
THE STEAM TRACTION SOCIETY

(INC.)

1993 CONSTITUTION

with amendments approved by the Special General Meeting held on 17th July 2004

D R Lunn
Andrew C. Voss
Norm George



THE STEAM TRACTION SOCIETY (INC.)
1993 CONSTITUTION
with amendments approved by the Special General Meeting held on 17th July 2004

I. NAME

The Society shall be known as THE STEAM TRACTION SOCIETY INCORPORATED, hereinafter referred to as "The Society".

II. OBJECTS WITHIN NEW ZEALAND

- (a) To assist and encourage the preservation, maintenance and operation of steam traction engines, portable steam engines, stationary steam engines, other steam operated equipment, tools, and associated machinery.
- (b) To encourage and assist the retention in New Zealand of the equipment listed in clause II (a).
- (c) To promote and protect the interests of owners and users of such equipment, insofar as it follows the objects of the Society.
- (d) To encourage the promotion of events in which steam operated equipment can participate. To undertake to co-operate with other organizations in the promotion of such events.
- (e) To draw up and maintain sets of by-laws for the conduct and regulation of the day to day operation of the Society and at all other events at which members are representing the Society.
- (f) To promote meetings, lectures and other social events for members, their friends and interested parties.
- (g) To publish and encourage the publication and preservation of photographs, drawings, periodicals, books and other literature relating to steam operated equipment and to provide and maintain library facilities for members.
- (h) To provide where possible, storage, workshop and equipment facilities for members to overhaul and maintain steam traction engines and other steam operated equipment and to recover the cost of these where necessary.
- (i) To assist members in negotiating, the purchase, sale, exchange or hire, of services, tools and parts. A record of all such transactions shall be maintained.
- (j) To maintain a Register of Equipment owned by the Society. To also maintain a Confidential Listing of equipment known to be available elsewhere in New Zealand. Members shall only have access to this listing if approved by the full Committee.
- (k) To participate in trusts involved with the preservation of steam traction engines and other steam-operated equipment.
- (l) To own, preserve and maintain steam traction engines, other steam operated equipment and associated items.
- (m) To take any lawful steps for the purpose of procuring contributions to the funds of the Society.
- (n) To co-operate and participate with other persons, Societies, Trusts and other bodies and to do all things expedient in furtherance of the above objects.
- (o) No Member shall be entitled to any right or title, either legal or equitable, to any property of the Society.

*D.M.
K.W.
M.M.P.*

III. MEMBERSHIP

- (a) Membership shall be open to all those persons interested in the objects of the Society, and shall fall into five classes. Ordinary Members, Junior Members, Life Members, Honorary Members and a Family Membership.
- (b) Ordinary members shall be over the age of eighteen (18) years and upon payment of their annual subscription shall have full rights and privileges as laid down in this Constitution and have full voting rights at all General Meetings.

(c) Junior members shall be over the age of thirteen (13) years, and under the age of eighteen (18) years. Junior members upon payment of their annual subscription shall have full privileges as laid down in this Constitution, but, may not hold office in the Society and shall have speaking rights but no voting rights at all General Meetings. Junior Members shall pay an annual subscription of one half the annual rate of an ordinary membership. Under special circumstances the committee may consider applications for membership from children under the age of thirteen (13) years provided they have the approval of a parent or care giver.

(d) Life Members may be elected at an Annual General Meeting, or at a Special General Meeting from members who have rendered meritorious service to the Society. They shall have full rights and privileges of an ordinary member, as laid down in this Constitution and full voting rights at all General Meetings. Life Members shall not pay any annual subscription, but, shall be liable for other fees that the Society may levy. The recommendation for their election must come from the Committee, and no more than five (5) persons shall hold this position at any one time. The Spouse of a Life Member may be admitted to membership upon the payment of an annual subscription of one third of the ordinary members annual subscription rate. They shall have full privileges as laid down in this Constitution but may not hold office in the Society and shall have speaking rights but no voting rights at any General Meeting. This shall not preclude any spouse from applying for ordinary membership.

(e) Honorary Membership may be granted to any person, not already a member of the Society, who has rendered a particular service to the Society without reward or compensation, on the recommendation of the Committee at an Annual General Meeting, for a period not exceeding twelve (12) months.

They shall not be required to pay any subscription, shall have full privileges as laid down in this Constitution, may not hold any office, shall have speaking rights, but, no voting rights at any General Meeting. There shall be no more than four (4) such members at any one time.

(f) Family Membership shall comprise of husband or wife and his or her respective spouse and their children under the age of thirteen (13) years. A Family Membership shall have full privileges as laid down in this Constitution, shall have speaking rights, but, only have one (1) vote at any General Meeting. Only one member of the family, over eighteen (18) years of age may hold any office in the Society. A Family Membership shall pay an annual subscription of one and a third times the annual rate of an ordinary membership. This shall not preclude any spouse from applying for ordinary membership.

(g) Every member binds themselves to abide by the constitution and By-Laws of the Society and by any modification thereof made in conformity with such Constitution.

(h) Any member wishing to resign shall give notice in writing to the Secretary of the Society. Any unexpired portion of any subscription paid shall be forfeited.

(i) If in the opinion of the Committee, a member behaves in a manner not in the interests of the Society, they may be invited to submit to a meeting of the Committee, either verbally or in writing, an explanation of their conduct, and, if in the opinion of the Committee a satisfactory explanation is not provided, they may be cautioned, or the Committee may determine their membership. The proceedings of the Committee on any resolution under this rule shall not be invalid by virtue of the non-attendance of the member whose conduct is under consideration. In the event of any member being expelled or requested to resign, the balance of any unexpired portion of any subscription paid will be forfeited. The Committee shall not be required to give reasons for its decisions.

(j) Annual Subscription rates shall be fixed by the Annual General Meeting or a Special General Meeting of the Society. Members Subscription shall fan due on September 1st for the ensuing financial year.

(k) Any member whose subscription shall remain unpaid at March 1st in any year shall have their name removed from the Register of Members and receive no further correspondence from the Society.

(l) An application for the election of any person for an Ordinary, Junior or Family Membership of the Society shall be made on the "Application For Membership" form provided for the purpose, signed by two (2) supporting financial members of the Society, and signed also by the applicant. The application shall be subject to the approval of the Committee, who shall not be required to give reasons for its decisions to the applicant.



IV RESPONSIBILITY OF MEMBERS

- (a) No member of the Society is entitled to use the name of the Society or the fact that they are a member of the Society, when endeavouring to obtain favours from any outside person or organization, nor in any circumstances which may lead other persons to misconstrue their communication as an official communication on behalf of the Society, unless they are specifically authorised to do so by the Chairperson, or by resolution of the Committee.
- (b) The Society shall not be responsible for any acts or statements of individual members.
- (c) Serious misuse of the name of the Society may lead to immediate expulsion of the member concerned with forfeiture of all privileges.
- (d) Members shall have no claim against the Society in the event of personal injury, or property damage or loss, suffered whilst on Society premises or participating in Society activities.
- (e) Members of the Society shall maintain a high and exemplary standard of conduct at all times whilst engaged in any activity that may be construed as a Society activity.

V COMMITTEE

(a) The Society shall be administered by a Committee, which shall consist of the Chairperson, Secretary, Treasurer and five other elected members who shall retire annually, but, be eligible for re-election at each Annual General Meeting. The Committee shall meet not less than six times a year. A quorum shall consist of two thirds (2/3) of the elected Committee. The Committee shall manage the affairs of the Society in accordance with the Constitution and By-Laws of the Society.

(b) The Committee may appoint Sub-Committees for specialized activities and may co-opt any eligible Society member for this purpose. In the event of any member of the Committee no longer continuing to serve, the Committee may co-opt any eligible Society member to take their place and serve until the next Annual General Meeting when such co-opted member shall be eligible for re-election. The Committee may also co-opt any eligible member onto the Committee, but, only co-opt two (2) such members in any year and only by a three quarters (3/4) vote of the Full Committee. Absentee members of the Committee may give their approval of such co-options to the Secretary in writing. Membership of the Committee of such co-opted members shall not be effective until the next Committee Meeting.

(c) The decisions of the Committee shall be final unless reversed or altered by a two thirds vote at the Committee Meeting at which the decision was made, or by two thirds vote of the Full Committee at a subsequent Committee Meeting, or unless amended or rescinded at any Annual General Meeting or Special General Meeting by at least two thirds of the members present and eligible to vote.

(d) It shall be the duty of the Chairperson to:-

(1) To preside at all General and Committee Meetings, except as provided for in clauses V (j) and VI (i).

(2) To manage the operations of the Society between Committee Meetings, consult other Committee Members as appropriate and report any action to the Committee.

(3) To Convene all Committee and General Meetings.

(4) To Co-ordinate the operation of the Committee.

(e) It shall be the duty of the Secretary to:-

(1) To conduct all the Society's correspondence and notify all members of General Meetings.

(2) To keep accurate minutes of all Meetings of the Society.

(3) To assist the Treasurer in compiling and maintaining a Register of Members.

(4) To act as custodian of the Common Seal and all registers, records, accounts, books or papers of the Society and to produce the same to the committee whenever called upon to do so and see that the provisions of the Incorporated Societies Act are duly complied with.

(5) To notify each new member of their election to the Society and supply him with a copy of the Constitution and By-Laws.

*DNL
Hew
MMP*

(6) To ensure that all Committee Members are advised of Committee Meetings, and in the case of the Secretary's inability to attend any meeting at the prescribed time, to cause the necessary books and papers to be conveyed to the meeting.

(7) to ensure the Registers of the Society are kept up to date.

(f) It shall be the duty of the Treasurer to:-

(1) To collect and receive all moneys due to the Society.

(2) To pay all moneys received into an account of the Society with the Society's Bankers.

(3) To pay all debts owing as soon as payment thereof is authorized by the Committee.

(4) To keep a correct account of all receipts and payments and an account of all assets and liabilities of the Society.

(5) To have the custody of the funds of the Society.

(6) To produce financial statements from time to time as required by the Committee.

(7) To prepare for each Annual General Meeting of the Society a proper statement of Income and Expenditure and a Balance Sheet showing the Society's Assets and Liabilities as at the 31st August preceding each Annual General Meeting and to have such Statement of Income and Expenditure and Balance Sheet duly Audited by the Society's Auditor and have the said Auditor's signed report attached thereto for presentation to each Annual General Meeting.

(8) To keep a register of all members showing the Name, Address and Occupation of each member, the date at which they, became a member and all subsequent changes as required by Section 22 of the Incorporated Societies Act 1908. Also a record shall be kept of which classification a member is, under section III(a) of this Constitution.

(9) In case of the Treasurer's inability to attend any meeting at the prescribed time, the Treasurer shall cause the necessary books and papers relating to the Society Accounts to be conveyed to the meeting.

(10) To maintain a register of all Society Charges.

(g) The Committee shall appoint a Publicity Officer, Editor, Safety Officer, Premises Custodian and Workshop Officer from Society Members.

(h) The Committee shall be empowered to take whatever legal steps necessary to recover any debts owed to the Society.

(i) Public statements on behalf of the Society may be made only by the Chairperson, Secretary or any other specially authorized officer.

(j) The Chairperson if present shall preside over all Committee Meetings, failing the Chairperson, the Secretary. If neither be present, the members of the Committee shall elect a Chairperson for that Meeting.

(k) Any financial member shall be entitled to attend any Committee Meeting or Sub Committee Meeting of the Society. The member shall not speak unless invited to do so by the Chairperson and shall have no voting rights at the meeting. The member may be asked to leave for any part of the meeting in which the Committee or Sub Committee resolves itself into "The Committee of the Whole", by a 2/3rds vote of those present. Any member may inspect the Minute Book of the Society at any time, by appointment with the Secretary.

(l) The Committee may place motions, remits and amendments to the Constitution before an Annual General meeting or Special General Meeting in accordance with Rules VI (c), VI (d), VI (f) and XIX (a). These motions, remits and amendments to the Constitution shall be moved pro tem by the Chairperson of that Annual General Meeting or Special General Meeting.

(m) Any income, benefit or advantage shall be applied to the objectives of the Society. No member of the Society or any person associated with a member shall participate in or materially influence any decision made by the Society in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value.)

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VI. MEETINGS

(a) The Society shall hold an Annual General Meeting at a date, time and place to be decided by the Committee. The Secretary shall give not less than twenty one (21) days notice of such Annual General Meeting in writing to all members of the Society, and shall include with this, the Annual Report, the Financial Statement and a list of those nominated for the Committee positions for the coming year. The Annual General Meeting shall be held for the following purposes:-

(1) To receive the Annual Report.

(2) To receive the Financial Statements.

(3) To consider such other business as the Committee may bring before the meeting.

(4) To consider any motions in accordance with the rule VI (c).

(5) To consider any remits for discussion in accordance with rule VI (d).

(6) To Elect the Committee.

(7) To appoint the Auditor.

(8) To deal with any other General Business and to receive motions from the floor only on matters for the incoming committee to investigate.

(b) All nomination forms for the Committee, signed by the members proposing and seconding each nomination, and by the member nominated, must be received by the Secretary not less than thirty-one (31) days before the meeting. In the event of insufficient nominations being received, to fill the respective positions, then nominations may be called from the floor of the Annual General Meeting.

(c) Any member wishing to submit a motion to an Annual General Meeting shall give the Secretary written notice of such motion not less than thirty one (31) days before the meeting. The Secretary shall advise all members of the proposal not later than twenty one (21) days before the meeting.

(d) Any member wishing to submit a remit to an Annual General Meeting shall give the Secretary written notice of such remit not less than thirty one (31) days before the meeting. The Secretary shall advise all members of the proposal not later than twenty-one (21) days before the meeting.

(e) Persons entitled to attend General Meetings shall be those members as shown in section III (a) of this Constitution. Visitors may attend at the discretion of the Chairperson. A member whose subscription is due and unpaid at the date of any General Meeting shall not be entitled to vote at any such General Meeting.

(f) A General Meeting may be called at the discretion of the Chairperson of the Society, and not less than twenty one (21) days notice shall be given of such meeting. The notice shall specify the business for which the meeting is called and no other business shall be transacted at that meeting.

(g) A Special General Meeting shall be called on receipt by the Secretary of a requisition signed by not less than five (5) eligible members. The meeting shall be held within forty two (42) days of the receipt of such requisition and not less than twenty one (21) days notice shall be given of such meeting. The notice shall specify the business for which the meeting is called and no other business shall be transacted at that meeting.

(h) No business shall be transacted at any General Meeting unless a quorum of members be present throughout such meeting. Such quorum shall consist of fifteen (15) financial members of the Society with voting rights.

(i) The Chairperson if present, shall preside at every General Meeting; failing the Chairperson, the Secretary. If neither be present, the members shall elect a Chairperson for that meeting.

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VII. VOTING

(a) In the event of equal voting on any motion before a meeting, the Chairperson shall have in addition to a personal vote, a casting vote which may be exercised or not at the Chairperson's discretion.

(b) Voting at meetings shall be by a show of Voting Cards, or by Secret Ballot, if called for by any financial member present, who has full voting rights.

(c) Voting for the Committee shall be by secret ballot. Members who are unable to attend an Annual General Meeting may vote for the Committee of the Society by applying to the Secretary for the ballot papers, to be completed and returned to the Secretary in a sealed envelope marked "Ballot Paper" which shall not be opened until the votes are being counted.

VIII. ACCOUNTS

(a) All moneys received by the Society shall be paid into an account at a bank appointed by the committee. All payments made by the Society will be by cheque, drawn on such account, and shall be signed by any two of the Chairperson, Secretary or Treasurer.

IX. STORAGE ON SOCIETY PREMISES

(a) Members wishing to store Engines, Galleys or other personal property on Society Premises shall make written application to the Committee. Storage on Society Premises shall be at the owners risk and will be charged for by a levy at a rate to be fixed by the Annual General Meeting, or a Special General Meeting, such rates to come into effect from the next Financial Year. A register shall be maintained of such storage.

(b) Should a member fail to pay any levey due, by March 1st in any year, in respect of storage on Society Premises and the Society think it no longer desirable for storage of members property to continue, then six (6) months notice to remove the said property shall be given. If the owner fails to remove the property within that time, then the Society may take legal steps to sell the said property to defray expenses.

X. INSURANCE

The Society and members shall carry suitable insurance cover as specified in the Society By Laws.

XI. COMPLIANCE WITH GOVERNMENT ACTS AND LAWS

The Society and all Private Engine Owners on Society Premises shall comply with whatever Government Rules and Regulations that apply to the operation of Boilers and Engines which are in force at anytime. Engines and Drivers shall carry the appropriate certification that may apply.

XII. SOCIETY PREMISES AND CLUBROOM

(a) The Society Premises and Clubroom at Maewa, Feilding, are for the use and pleasure of all Society Members. No member shall carry out any activity at any time within or on Society Premises, which may in any way prejudice the comfort, health, safety or general well being of any other member, or members of the public.

(b) Members using Society Premises or Equipment for their own purpose shall recompence the Society for services used as specified in the By Laws.

(c) The Committee shall appoint a Premises Custodian from within its members, who shall be responsible for the care and management of the Society Premises and whose duties shall be defined in the By Laws.

XIII. BY LAWS

(a) Sets of By Laws of the Society, in accordance with this constitution, shall be drawn up to control the day to day operation of the Society. Every member shall be kept informed of the By Laws and any changes thereto, and be required to abide by the By Laws at all times. There shall be two classes of By Laws: Interim and Approved. Interim By Laws shall be drawn up by resolution of the Committee and shall be effective from that date. Approved By Laws shall be approved and passed by least 2/3 of the financial members with voting rights present and voting on such a By Law at the Annual General Meeting or a Special General Meeting. All interim By Laws shall be placed before the next Annual General Meeting or Special General Meeting following their adoption by the

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Committee for conversion to Approved By Laws or they shall lapse.

(b) Any member of the Society may submit a proposal on the By Laws of the Society. Notice in writing of a motion proposing the By Law or change thereto, must be placed in the hands of the Secretary, not later than thirty-one (31) days before that date of the Annual General Meeting or Special General Meeting before which such motion is to be placed. The Secretary shall notify all members of any proposal not later than twenty-one (21) days before the date of the meeting.

XIV. AUDITOR

An Auditor of the Society shall be appointed at each Annual General Meeting. The Auditor need not be a member of the Society. No member of the Committee of the Society shall act as Auditor while in office.

XV. REGISTERED OFFICE

The Registered Office of the Society shall be at such place as may be decided upon by the Committee.

XVI. LAND

The Society shall be allowed to purchase, take or lease or in exchange or otherwise acquire, any lands, buildings, easements or any real or personal property which may be required for the purposes of or conveniently used in connection with any of the objects of the Society and to sell, convey, transfer, assign, mortgage, give in exchange or otherwise dispose of the same.

XVII. COMMON SEAL

(a) The Secretary shall be responsible for the safe keeping of the Common Seal of the Society.

(b) The Common Seal shall not be affixed to any instrument or document except by resolution of the Committee and every instrument or document to which the Common Seal is affixed shall be signed by two members of the Committee and countersigned by the Secretary.

XVIII. EFFECT OF THIS CONSTITUTION

This constitution shall take effect from the date of its registration by the Registrar of Incorporated Societies and from that date supersedes the former Constitution of The Steam Traction Society Incorporated.

XIX. AMENDMENT OF THIS CONSTITUTION

(a) Should any amendment of this Constitution be thought desirable or necessary by any member of the Society, notice in writing of motion proposing the amendment must be placed in the hands of the Secretary not later than thirty one (31) days before the date of the Annual General Meeting or Special General Meeting before which such motion is to be placed.

(b) The Secretary shall notify all members of any proposal not later than twenty one (21) days before the date of the meeting. No amendment to this Constitution shall be effective unless and until it shall have been approved and passed by at least two thirds (2/3) of the financial members with voting rights present and voting on such amendment, nor until it shall have been registered by the Registrar of Incorporated Societies.

(c) Motions to amend the amendment may be received at the meeting provided they are approved by Proposer and Secunder of the amendment and do not seriously alter the intention of the proposed amendment.

(d) No addition to or alteration of the charitable objects, personal benefit clause or the winding up clause shall be approved without the approval of the Inland Revenue Department. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

XX. INSPECTION OF THE CONSTITUTION

Upon admission to the Society, or as soon thereafter as may be practicable each member shall be supplied with a copy of this Constitution and shall be bound thereby. A copy of this Constitution and all amendments thereto shall be kept in the Minute Book and shall be available for inspection at any time, by appointment with the Secretary.

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XXI. WINDING UP

(a) The financial members present and voting at a Special General Meeting called for the purpose may resolve that the Society be wound up as from a date to be named in the resolution and may direct the disposal of the funds of the Society after such dissolution provided that this resolution is confirmed at a subsequent meeting called together for that purpose and not held earlier than thirty (30) days after the date on which the resolution so to be confirmed was passed. It being recognised that some tools, books, patterns, traction engines, steam rollers, portable engines, stationary engines and other steam operated equipment may be of interest only to steam enthusiasts, nothing heretofore contained in this Constitution shall prevent such items being sold to members of the Society, provided that they are first valued by a competent independent valuer, who shall not be a member of the Society, and that they are offered for sale to members at not less than the value set upon them by the valuer. If upon winding up the Society there remains after satisfying debts and liabilities, any funds and property whatsoever, the same shall not be paid or distributed among the members of the Society, but, shall be paid or distributed to such other approved charitable Societies or Institutions within New Zealand, not formed for profit, having objects altogether or in part similar to those of the Society, as shall be decided upon by the members at the Special General Meeting after the dissolution has been decided upon.

(b) Upon compliance with section 24 of the Incorporated Societies Act, notice of such resolution shall be sent to the Registrar of Incorporated Societies.

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Certificate of Registration

Steam Traction Society Incorporated

This is to certify that Steam Traction Society Incorporated was registered as a charitable entity under the Charities Act 2005 on 11 June 2010.

Registration number: CC44365

A handwritten signature in black ink, appearing to read "Sid Ashton".

Sid Ashton
Chair

A handwritten signature in black ink, appearing to read "Trevor Garrett".

Trevor Garrett
Chief Executive

Rates Remission Application

Applicant details	
Valuation reference number(s)	13990 317 00
Name of organisation	Taumata O Te Ra
Contact name	Charlene Kereama
Postal address	51 Gemini Ave Milson Palmerston North 4414
Phone	(06)3581738
Email	cmlkereama@gmail.com
Website	
Legal status	
Are you currently registered as a charity?	No
What is your charity registration number?	CC39074
What was the charity registration date?	31 January 1991
Please upload a copy of proof of charitable status	
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	Taumata O Te Ra is the kainga (home) and sanctuary of the Ngati Manomano Hapu. Here we are able to preserve and protect our traditions, our history, our beliefs, our language our songs and our skills in such matters as carving, weaving and decorations. Here we share our cultural heritage with those who would care to participate in visits and exchanges. Here we consider matters that impact on our past, present and future.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	The facility and activities fully support the Councils vision and outcomes for a connected, vibrant and thriving Manawatu District. We share our cultural heritage to those who participate in visits and exchanges on our marae. The facilities of the marae is offered to all members of the community at minimal cost or donation.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatu District residents	Taumata O Te Ra meets the cultural needs of the Manawatu District residents currently and in the future.
Demonstrate how accessible your property and the service or services your	The marae has also built a children's playground for the marae which and we share this

organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	playground with the Halcombe community. The children in the Halcombe community benefit in having a playground which was not available before the marae had built one.
Estimated number of active members, clients or participants	Over five hundred
Do other organisations use your facilities? If yes, please give details of these organisations	MDC, Hato Paroa, Oranga Tamariki, Te Tihi, Te Rungana O Raukawa, Lions Club, Probus
Please attach here a copy of your organisation's constitution	TOTRCharterTOTRWhanauTrustMLC2008 (1).pdf
Finance details	
Please attach here a copy of your most recent audited financial accounts	IR10 - 2020.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes

I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

Taumata o te rā marae Charter



1. TAUMATA O TE RĀ MARAE TRUST RESERVATION

In accordance with the Ture Whenua Act 1993:

- Ngāti Manomano sought and was granted Trust Reservation status over the marae;
- The Appointed Trustees of the Trust are the legal entity for administering the reservation;
- As the Trustees have chosen to work through two functional committees to conduct specific allocated tasks a Charter is required so that all beneficiaries understand the agreed relationships and protocols

2. DESCRIPTION

A description of Taumata O Te Rā Marae is given at Annex A.

3. BENEFICIARIES

The descendants of Tuwhatu and Manomano, [and the spouses of the descendants] being members of the Ngāti Manomano Hapū are the beneficiaries of the Taumata O Te Rā Marae.

4. TRUSTEES

4.1 The Process For Nominating And Selecting Trustees

- Trustees are to be direct descendants from Waitauhi and Kereama Te Ngako, being the family that established and built Taumata O Te Rā (TOTR) Marae.
- A Nominated Trustee will be required to serve at least one year on a probationary basis to prove that they are capable of attending meetings as required of Appointed Trustees before the appointed trustees will consider forwarding his/her name to the Māori Land Court (MLC) to confirm appointment.
- Appointed Trustees are required to attend:
 - a. At least 50% of the meetings of the TOTR Marae Committee held each year; and
 - b. The AGM of Trustees and other meetings of Trustees provided at least two weeks notice is given.

Notes on Trustees:

1. Only the MLC can appoint Trustees.
2. The MLC is unlikely to appoint someone who is bankrupt or imprisoned or a minor or under mental disability or has been convicted of a crime of dishonesty.

- () A Trustee remains in office until they are removed by an order of court.
4. A Trustee may resign.
 5. At least half of the appointed trustees constitute a quorum.

4.2 A Guide for Trustees

Trustees are required to act in accordance with the Māori Reservations Regulations and the content of this Charter. The Māori Reservations Regulations covers such matters as Terms of Office, Duties, Powers, Authorising Activities, Trustee Meetings, Meetings of Persons Interested in the Marae, Annual General Meetings, Records and Accounts, Execution of Documents and matters in relation to the Māori Land Court.

4.3 Principles

Ngāti Manomano will be guided by the values and traditions of our ancestors passed down over the generations to the present day elders of the Hapū and that concepts such as Mana Tangata, Mana Whenua, Manaaki Tangata and Tikanga Māori are paramount to the way we conduct ourselves and the way we make decisions. It is essential that:

- All activities are carried out in accordance to the tikanga of Ngāti Manomano and Te kawa o Taumata O Te Rā Marae.
- We actively participate in the revival, usage and preservation of the Māori language plus the maintenance and development of tikanga Māori.
- The Marae as our principal home must be well maintained and thoroughly respected at all times.
- Every courtesy and comfort is to be extended to our Manuhiri.
- We are considerate and supportive of each other and that respect is paid to our Kaumātua at all times.
- The spiritual and physical well being of all members of the Hapū is actively promoted.
- All assets and facilities of the Hapū are preserved, protected, maintained and developed to their full potential.
- We become advocates and practitioners of Social Justice, Safe and Healthy Lifestyles, Environmental Conservation and Sensitivity to Cultural Diversity.
- Being aware that people are our wealth that we give full support and encouragement to those who seek to enhance their individual and our collective development.
- Ngāti Manomano must strive to maintain links with extended whanaunga.
- We maintain control over our own destiny.

4.4 Accountability to the Beneficiaries

Collectively Trustees are to:

- uphold the principles of this charter and to act in accordance within the regulations set out in the Māori Reservations Regulations 1994.
 - attain Annual Goals and work towards the attainment of Long Term Goals established at Annual General Meetings
 - retain accurate records of meetings [Minutes], assets [Assets Register], accounts [Audit Records], correspondence and record of activities [Subject Files]. Methods for the security and controlled access to these records are to be arranged by the Trustees.
- A report on the above matters is to be tabled at and all of the above mentioned records made available for scrutiny at each Annual General Meeting.

5 The Process for Resolving Conflicts between Beneficiaries and Trustees

There are four levels of conflict resolution. The first three are in-house where the conflict is resolved within the Hapū. The fourth level involves recourse to the Māori Land Court.

- Level 1 Resolution.

A conflict may be resolved by direct discussion/agreement between a Beneficiary [or Beneficiaries] and a Trustee [or Trustees] concerned.

- Level 2 Resolution.

A resolution may be sought at a meeting of Trustees if an attempt at Level 1 has failed to resolve the conflict to the mutual satisfaction of parties concerned.

- Level 3 Resolution.

A conflict which has not been resolved at 1 or 2 Level may be tabled at a meeting all of Beneficiaries [which of course includes Trustees] specially convened to resolve the conflict or tabled at the next Annual General Meeting of the Hapū for consideration and resolution.

- Level 4 Resolution.

Conflict not resolved at Level 3. A beneficiary may make an application to the Maori Land Court to investigate an inquiry into the administration of the Trust. The applicant must send a signed statement detailing the situation and their concerns to the MLC. A copy is also to be sent to each Trustee.

5. FUNCTIONAL COMMITTEES.

The Trustees authorise the two functional committees listed hereunder to continue to function under their current constitutions [a copy of which is to be filed with the Trustees secretary] and will continue to operate their current independent financial accounts. Financial accounts including Asset Registers are to be audited annually and presented to the Trustees at their Annual General Meeting. A copy of all committee meetings minutes are to be sent to the Trustees and the Trustees secretary.

5.1 Taumata O Te Rā Marae Committee

The Marae Committee shall be responsible for the day to day administration of the Marae and Ngāti Manomano Hapū.

5.2 Flats Committee

The Flats Committee will be responsible for administering and maintaining the marae flats.

6. AUTHORITY TO CONDUCT ACTIVITIES IN RELATION TO AND/ OR GATHERINGS ON THE MARAE

Activities in relation to the Marae and/or gatherings upon the Marae may not take place legally without the approval of the majority of Trustees.

Applications in writing may be submitted to any one of the Trustees (listed at Annex B) but the activities or gatherings cannot take place without confirmation that approval has been authorised by a majority of Trustees. In times of emergency the approval may be gained via

(Telephone, email or other personal contact with the trustees. These details are to be annotated on the form. The form is attached at Annex C.

An application form may be obtained from any one of the Trustees, or the Marae Committee office holders.

7. PROCEDURE FOR ALTERING THE CHARTER.

Proposed changes to this Charter are to be notified to the Trustees Chairperson in writing at least one month prior to an Annual General Meeting [AGM] and displayed on the Marae notice board. The notification is to contain a description of the proposed change, the reason for the change, the name and signature of the person making the proposal plus the name[s] of the person[s] seconding the proposal. The proposal is to be discussed at the AGM and the outcome is to be decided by a vote of Beneficiaries attending the AGM. To sanction the change two thirds of those attending the AGM must vote in favour of the change.

Note: This Charter may also be altered at a SPECIAL MEETING called to amend the Charter provided the above rules regarding notification and voting to sanction the alteration are adhered to.

8. PROVISION FOR KEEPING AND INSPECTION OF THE CHARTER.

A Copy of the charter will be:

- Issued to each Trustee.
- Maintained by the Trustee Secretary.
- Displayed on the Marae Notice Board
- Placed in archival records

9. AUTHORITY TO ISSUE.

Issued in accordance with clause 7 of the Māori Reservations Regulations 1994 after consideration, compilation and endorsement at a special meeting of the Trustees and Beneficiaries of the Taumata O Te Rā Marae on 23 August 2008.

Name: **Christine Uawahirangi Kiriona**

Signature.....

Chairperson of the meeting of Trustees and Beneficiaries of the Taumata O Te Rā Marae convened to amend this Charter 23 August 2008.

Date signed.....

TO VIEW ANNEXES INCLUDING THE USE OF THE MARAE APPLICATION FORM, CLICK ON THE LINK BELOW:

DESCRIPTION OF TAUMATA O TE RA MARAE

LAND

1. Description.

An area off Hastings Road, Halcombe, of 4 acres, 2 roods and 22 perches more or less, situated in Block V, Oroua Survey District being part of Subdivision "A" Manchester block and also Lots 445, 446, 447, 448, 449, 450, 451, 452, and 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, and 468, on Deposit Plan 42.

2. Deed of Trust.

The Taumata O Te Ra Marae Trust was established 23 May 1988.

3. Ahi Kaa Blessings.

Observed and celebrated 16 July 1988.

4. Maori Reserve Status.

Gazetted 31 January 1991.

5. Taumata O Te Ra Marae Trust Reservation.

Current Trust granted by the Maori Land Court on 22 August 2006.

PLANNING CONSENT

• **First Hearing.**

Oroua County Council, in the Halcombe Hall, 28 March 1988. A large gathering in attendance. Not Approved.

• **Second Hearing.**

After the restructuring of Local Government the area came within the new Manawatu District Council. Hearing held Feilding Civic Centre, 16 October 1990. An even bigger group in attendance. Approved.

BUILDINGS

The Marae buildings are listed hereunder in order of delivery or construction.

No	Delivered/Built	Building	Name
1	10 Dec 1990	Kaumatua Lounge	Tuwhatu
2	10 Dec 1990	Marae Office	Harurunui
3	3/4/5 Apr 1991	Dining Room/Kitchen	Manaakitangata
4	Apr/May 1992	Unisex Toilet	Wharepaku
5	Oct 91 - Jan 92	Flat 1 [Nearest to Entrance]	Rangimarie
6	Oct 91 - Jan 92	Flat 2 [Central]	Te Whare Huihuinga
7	Oct 91 - Jan 92	Flat 3	Te Whare Aroha
8	Feb - Jul 1993	Ablution / Toilet Block	As Listed
9	1994 - 1996	Walkways / Waharoa / Whakaruruhau / Cooler Room / Car Park Toilet	As Listed
10	Jul 93 - Jan 96	Meeting House	Manomano
11	Apr - May 98	Originally the Taumata o te ra Incorporated Offices, now the Whare Taonga and the Children's Lounge	

OTHER STRUCTURES AND SYSTEMS

See the Taumata O Te Ra marae Asset Register

URUPA

The process of establishing the urupa. Planning Consent granted by the Manawatu District Council as covered in their letter date 8 July 2003 (Retain documentation listed at Annex C as the requirements of the Planning Consent must be adhered to in the future).

REFERENCES

Item	Reference	TOTR Marae Committee File	Folio
Land Description	Certificate of Title	Correspondence 1983 - 1989	138
Maori Reserve Status	Extract from the NZ Gazette, 31 Jan 1991 No 17, Page 337		
Deed Of Trust	Letter and Deed - Taylor McIntosh Key dated 19 May 1988	Correspondence 1983 - 1989	133A
Ahi Kaa Blessing	TOTR Marae Committee Minutes 16 Jul 1988	TOTR Minutes 16 Jul 1988	
TOTR Marae Reserve Trust	Court Orders by the Maori Land Court - covering letter dated 14 Nov 2006	Trustees and Charter	78
Planning Consent Hearing 1	Planning Consent not granted, Oroua County Council letter dated 19 Apr 1988	Correspondence 1983 - 1989	132M
Planning Consent Hearing 2	Planning Consent granted, Manawatu District Council letter dated 24 Oct 1990	Correspondence 1990 - 1991	38
Maori Reservation Status on Land	Extract from the NZ Gazette, 31 Jan 1991 No 17, Page 337	Correspondence 1990 - 1991	21
Urupa	Piki's request/Discussion with TOTR Committee Chairman 11 Sep 2002	Urupa	1
	Hapu Agreement - Minutes of Ngati Manomano meeting 29 Nov 2002	Urupa	2
	Reserve status redefined to include Urupa, Maori Land Court letter 26 Mar 03	Urupa	21
	Planning Consent granted, Manawatu District Council letter dated 8 Jul 2003	Urupa	65

TAUMATA O TE RA MARAE

CURRENT TRUSTEES

At a sitting of the Maori Land Court held at Wanganui on 22 Aug 2006 the judge, the honourable, Layne Ross Harvey appointed the under listed persons to be Trustees of the Taumata O Te Ra Marae Trust Reservation:

	Name of Trustee	Address of Trustee	Telephone
1	Brian Te Whatu	12 Cobbe Cres, Feilding	06 323 3869
2	Georgina Rangiauraki Parata-Turvey	67 Pitama Rd, Palmerston North	06 354 0692
3	George Whatanui Kereama	20 Broadhead Ave, Wanganui	06 344 2402
4	Uawahirangi Christine Kiriona	51 Kings Drive, Levin	06 368 3955
5	James Tuwhatu Kereama	127 Oregon Drive, Murupara	07 366 5167
6	Kristina Tracey Ropine Cynthia Bryers	2 Malacca Grove, Linton Camp	
7	Marilyn Manurere Devonshire	39 Oranga St, New Plymouth	06 751 1040
8	Denyse Taruna Gardner	RD 3, Eketahuna	06 376 7235
9	Leslie Takihiku Kereama	73 North St, Feilding	06 323 3495
10	Alfred Te Whakaotinga Wairere Kereama		

THE CONDUCT OF ACTIVITIES OR GATHERINGS ON TAUMATA O TE RĀ MARAE

1. INTRODUCTION

The principles from Charter of Taumata O Te Rā Marae in relation to the use of the marae are as follows:

- a. The Marae as our principal home must be well maintained and thoroughly respected at all times
- b. All activities are carried out in accordance to the tikanga of Ngāti Manomano and Te kawa o Taumata O Te Rā Marae.
- c. We are considerate and supportive of each other and that respect is paid to our Kaumātua at all times.
- d. Every courtesy and comfort is to be extended to our Manuhiri.

2. AUTHORITY TO USE MARAE

- a. The Marae is a Gazetted Maori Reservation. The Ture Whenua Act 1993 and the Māori Reservations Regulations 1994 requires Marae Trustees to authorise all lawful activities on the Marae.
- b. The Marae Committee are to process all applications received to use the marae. See the *Application to Use the Marae* check list.

3. ADMINISTRATION OF THE MARAE

- a. All members of **Ngāti Manomano** (descendants and the spouses of the descendants of **Tuwhatu and Manomano**) are beneficiaries of Taumata O Te Rā Marae.
- b. All beneficiaries are members of the Marae Committee.
- c. The Marae Committee is responsible to the Marae Trustees for the day-to-day administration of the Marae.
- d. The Marae Committee may appoint individuals and Sub-Committees to do tasks on behalf of the Committee
- e. Any individual may volunteer his/her time and effort to the Marae Committee to do tasks for the upkeep the Marae and complete or participate in approved activities of the Hapū.

4. USE OF THE MARAE: *Application For / Allocation Of / After Event Report*

- a. Individuals of Ngāti Manomano, or Whānau of Ngāti Manomano, or other Hapū, Iwi or Groups who wish to apply for the use of the Marae are to submit the application form the Taumata O Te Rā Marae Committee. See the application form on the next page.

- b. The Marae Committee usually meet once per month therefore to ensure that the application will be considered at a meeting of the committee the application should be submitted at least two months ahead of the proposed event.
- c. After the event this form will be retained:
 - i. To confirm that the principles of the Marae are being upheld
 - ii. To ensure that facilities, systems and services are functional and efficient
 - iii. To be a documented record of the event and added to our historical files

5. EVENT KAITIAKI

- a. All events held at Taumata O Te Rā Marae are to have a designated Kaitiaki.
- b. The Kaitiaki must be a beneficiary of Taumata O Te Rā Marae
- c. The Kaitiaki will be responsible to ensure that:
 - i. The principles in relation to the use of the marae (Paragraph 1 above) are observed;
 - ii. The conditions of use as set out in the *Application/Allocation Of/After Event Report* approved by the Marae Committee are carried out; and
 - iii. The *Application/Allocation Of/After Event Report* is completed as soon as practicable after the event (But no longer than one month) and submitted to the Marae Committee.

PART 1: APPLICATION TO CONDUCT AN EVENT / ACTIVITY AT TAUMATA O TE RA MARAE

Application from					Purpose of the Event						
Name of individual/whanau/group											
Period Marae Required			Buildings Required		Yes	No	Services Sought		Yes	No	Comment
	From	To	Meeting House				Kai Korero				
Day			Kitchen				Kai Karanga				
Date			Dining Room				Cooks				
Time			Kaumatua Lounge				Cooks Assistants				
Numbers of Persons Attending			Ablution Block				Kitchen Helpers				
Number of Adults			Childrens Lounge				Other:				
Number of Teenagers							Other:				
Number of Children							Other:				
Name Group Leader			Address			Telephone		Email			
Name of Applicant			Address			Telephone		Email			
Date Application Submitted:					Date Committee Chairperson Advised Application Received:						

PART 2: RESPONSE TO APPLICANT FROM MARAE COMMITTEE

Marae Committee to seek authority from the Marae Trustees for this event/activity to be conducted on the marae. Advise the applicant that the application is **APPROVED** or **NOT APPROVED** (Circle applicable option and erase non-applicable option)

If **APPROVED** advise:

1. Availability of Buildings requested
2. Availability of Services requested
3. For all events at Taumata O Te Ra (TOTR) a **Kaitiaki** is appointed to be responsible for matters listed below in Part 3
4. The Kaitiaki appointed for this event is (Name) (Tel)
5. The user group will be responsible for the payment for any loss or damages incurred during the event
6. Should the Marae be required for a tangihanga at anytime prior to or during the event then this approval is cancelled
7. Other conditions (if any)

Signed on behalf of the TOTR Marae Committee (Name)							
Appointment	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>		

PART 3: KAITIAKI RESPONSIBILITIES

The Kaitiaki is responsible for:

1. Pre-event preparation and checks (See Check List attached)
2. Liaison if necessary with the user group
3. Recruitment and coordination of the efforts of any required helpers/work team.
4. Advising the user group on TOTR tikanga, the use of facilities and Fire Safety Drills and Fire Fighting Equipment
5. Making every effort to ensure that the needs of the user group meet and TOTR standards of manaakitanga are upheld
6. Coordinate the after event clean up activities (See Check List attached)

The Kaitiaki is to know or have some present who knows how to:

1. Contact Emergency Numbers for Fire/Ambulance/Police (No linefone at Marae - access to a cell phone recommended)
- . Administer First Aid
3. Operate all fire fighting equipment
4. Turn off water if pipes or taps break
5. Turn on/off the Chiller and operate the Dishwasher

Contact details for:

1. Dishwasher - to function the two detergent liquids required are (1) Dry Aid and (2) Alkade purchased from Bos at 253 Main Street, Palmerston North - Tel 06 357 6366
2. Electrical faults: GJ Hook Limited, Electrical Contractors, 25 Gladstone St, Feilding - Tel 06 323 7040
3. Gas: Nova LPG Tel 0800 668 257 (Our customer number 10098 must be quoted - 45 kg tanks for water heaters / 11kg tanks for the gas stove)
4. Linen, sheets, pillow cases delivered after the event to: Feilding Drycleaners, 115 Manchester St, Feilding
5. Towels for Ablution Block dispensers: NZ Towel Service, 9 Donnington St, Palerston North - Tel 06 357 3082
6. Water pipe/tap breakages: Trev's Plumbing Limited Tel, 4A Shelton Place, Feilding - Tel 06 323 3427
7. Water pump breakage: Scotts Pump & Mower Service - Tel 06 323 7374

PART 4: AFTER EVENT COMMENTS BY KAITIAKI & MARAE COMMITTEE

Comments from Kaitiaki:

CHECK LIST

		Checks Prior to the Event	Checks After the Event
Ablution Block		Comment if necessary	Comment if necessary
Basin plugs			
Cleaned thoroughly			
Cleaning materials			
Showers functional			
Soap			
Rubbish bin/tin			
Taps functional			
Towel dispenser			
Cleaned daily			
All Toilets - (Ablution Block Toilets / Front of Marae Toilets / Toilets next to Whare Taonga)			
Cleaned thoroughly			
Rubbish bin/tin			
Toilet paper			
Toilets functional			
Towel dispenser			
Cleaned daily			
Catering			
Meats			
Vegetables			
Groceries			
Fruit			
Bakery goods			
Flag			
Only the National Flag or Kingitanga Flag or Ngati Manomano Flag to be flown from the TOTR Flag Pole on appropriate occasions			
Grounds			
Lawns mowed			
Gardens Tidy			
Kaumtua Lounge			
Cleaned thoroughly			
Kitchen			
Cleaned thoroughly			
Bain-marie			
Brakpan			
Chairs			
Chiller			
Crockery			
Cutlery			
Dishwasher			
First Aid Pack			
Gas Cooker			
Hot water Urns			
Pots			
Scraps Disposal			
Stove Elec Large			
Tables			
Meeting House			
Cleaned thoroughly			
Heaters functional			
Lights functional			
Mattresses			
Pillow Cases			
Pillows			
Sheets			
Vacuum the carpet			
Systems			
Gas (For water heaters)			
Gas (For gas cooker)			
Electricity			
Haangi Stones/Wood			
Rubbish disposal			
Water (Check tank levels)			

Place: Whanganui
Present: L R Harvey, Judge
 Morag O'Malley, Clerk of the Court
 Carolyn Moke, Deputy Registrar
 Marie Waldren and Sandra Edmonds, Court Assistants
Date: 22 August 2006

Panui No: 13 **Application No:** A20060018643 **Personal File:**

Subject: George Ngapukapuka Kereama - Succession and Whanau Trust
Legislation: Sections 118 & 214, Te Ture Whenua Māori Act 1993

Panui No: 15 **Application No:** A20060018800 **Personal File:** 443/3

Subject: Taumata O Te Rā Trust – Terminate Trust
Legislation: Section 241, Te Ture Whenua Māori Act 1993

Panui No: 14 **Application No:** A20060018801 **Personal File:** 338/34

Subject: Taumata O Te Rā Trust – Add and Remove Trustees
Legislation: Section 239, Te Ture Whenua Māori Act 1993
Also Present: Putiputi Twomey, Joseph Twomey, Christine Uwahirangi Kiriona

Details of the applicant are as follows:

Applicant	Address
Mr George Whatanui Kereama	20 Broadhead Avenue, Whanganui
Samuel Hamuera Kereama (appearing on behalf of the applicant)	51 Gemini Avenue, Palmerston North
Christine Uwahirangi Kiriona (appearing on behalf of the applicant)	51 Kings Drive, Levin

The deceased was my father. He died on 1 February 2004 at Whanganui as evidenced by the death certificate filed. He left a will dated 7 July 1995 appointing George Whatanui Kereama as the sole executor. Probate of the will was not sought. The deceased was married to Hariata Makarika (McGregor) who predeceased him. He had the following issue:

	Name	Sex	Address
1	<i>Parekahakaha Kereama</i>	<i>fdni</i>	<i>Died in infancy 1933</i>
2	<i>Betty Peti Hillman</i>	<i>fd</i>	<i>Died 1994, issue</i>
3	Makuini Tane	f	20 Andrew Street, Feilding
4	<i>Rangiita Willyboy Kereama</i>	<i>mdni</i>	<i>Died in infancy 1937</i>

	<u>Name</u>	<u>Sex</u>	<u>Address</u>
5	Hamuera Samuel Kereama	m	51 Gemini Avenue, Palmerston North
6	<i>Sharia Waitauhi Chadd</i>	<i>fd</i>	<i>Died 1981, issue</i>
7	Putiputi Francis Twoomey	f	11 Kitchener Street, Whanganui
8	George Whatanui Kereama	m	20 Broadhead Avenue, Whanganui
9	<i>Graham Te Ngako Kereama</i>	<i>md</i>	<i>Died 8 June 2000</i>
10	Bruce Waimarie Kereama	m	Flat 2/14 Gascoigne Street, Blenheim
11	Leslie Takihiku Kereama	m	Taumata O Te Rā Marae, Halcombe
12	Adrian Te Ngee O Raukawa Kereama	m	148 Scotland Street, Roxburgh
13	<i>Babarina Kereama</i>	<i>fdni</i>	<i>Died 1962 at age 4</i>

The deceased also had the following whāngai child:

	<u>Name</u>	<u>Sex</u>	<u>Address</u>
14	Rose Matehaere Tatana	f	112 Whalans Road, Greystones 2145, Sydney, New South Wales, Australia

Rose was brought up by my parents from infancy. She is a natural daughter of my sister, Betty Peti Hillman. She was brought up as a sister to us and is accepted as whāngai by the family.

Miss Tania Teki, for Deputy Registrar: There are three (3) separate trusts involved with the filing of these applications.

1. The Ngapukapuka/Hariata Kereama Whānau Trust (Court file-214/50) constituted by the Court on 5 December 1994 at 44 Aotea MB 220. The trustees are:

<u>Name</u>	<u>Address</u>
Francis Putiputi Twoomey	11 Kitchener Street, Whanganui
George Whatanui Kereama	20 Broadhead Avenue, Whanganui
Rose Matehaere Tatana	112 Whalans Road, Greystones 2145, Sydney, New South Wales, Australia

Shares vested in the Ngapukapuka/Hariata Kereama Whānau Trust are from the estate of Hariata Kereama or Harriet Kereama, the deceased's wife.

2. The Taumata O Te Rā Marae Trust (Court file-338/34) which is a Māori Reservation set aside for the purposes of a marae, papakainga and an urupā for the common use and benefit of the Ngāti Manomano hapū. The current trustees for the reservation were appointed at 153 Aotea MB 270-271 on 24 May 2005 and are:

Name	Address
Brian Te Ao-Oterangi Te Whatu	41 Seddon Street, Feilding
James Tuwhatu Kereama	Flat 3, Taumata O Te Rā Marae, Halcombe
<i>Tamawhero Garry Kereama</i>	<i>Deceased</i>
Denyse Taruna Gardner	97 Waitarere Beach Road, RD 4, Levin
Leslie Takihiku Kereama	1/60 Hastings Street, Halcombe
Uwahirangi Christine Kiriona	51 Kings Drive, Levin
Rangiauraki Georgina Angela Parata-Turvey	121 Pacific Drive, Palmerston North
Marilyn (Manurere) Diane Devonshire	114 Waerenga Road, Otaki
George Whatanui Kereama	20 Broadhead Avenue, Whanganui
Alfred Te Whakaotinga Wairere Kereama	2/60 Hastings Street, Halcombe

The land set aside for the reservation is general land owned by Māori, being Blk V Oroua SD Pt Sub A Manchester Blk. The registered proprietors of the land before it was set aside as a reservation were Michael Te Pueatanga Kereama, Taumata Myra Renata, Darcy Tukawekai Kereama, George Ngapukapuka Kereama and Calvin Joseph Tewhetu Kereama. I refer to previous evidence at 14 Aotea MB 360 where it is noted that it was the desire of the Kereama family to set aside this land for the purposes noted above.

3. The Taumata O Te Rā Trust (Court file-443/003). The undivided interests from the estate of Huatahi Emery Kereama were vested in this trust pursuant to section 118 of Te Ture Whenua Māori Act 1993 in accordance with his will. He bequeathed all his Māori lands to the Taumata O Te Rā Trust. It appears that he intended to vest his land interests in the Taumata O Te Rā Marae Trust, the Māori Reservation. However this did not happen and a separate trust was formed under the name of Taumata O Te Rā Trust. Trustees for this trust are:

Name	Address
Michael Te Pueatanga Kereama	Brisbane, Australia
Taumata Myra Renata	Deceased 1999
Darcy Tukawekai Kereama	Deceased 1995
George Ngapukapuka Kereama	Deceased
Calvin Joseph Tewhetu Kereama	Deceased 1996, no issue

These trustees are brothers and a sister of the deceased and the majority of them are now also deceased. Replacement for those deceased trustees has never been sought as this trust was thought to be the same trust as the Taumata O Te Rā Marae Trust.

I refer to previous evidence at 73 Aotea MB 139-140 where it is noted that the Court had requested the applicant or acting solicitors to file a copy of the trust's constitution and the names of the trustees in whom the land was to vest. What was filed with the Court was actually a copy of a Deed of Trust and the five (5) trustees named above were those that the land was vested in as trustees named in the Deed of Trust.

In essence, this trust was replaced by the reservation above (Trust No. 2) but the Court's records were not fully updated.

The applicant has filed applications for:

- Succession to George Ngapukapuka Kereama and the constitution of a new whānau trust to be named the Taumata O Te Rā Whānau Trust into which the interests of the deceased are to be vested; and
- Termination of the Taumata O Te Rā Trust (Trust No. 3 above) and vest the shares held by this trust in the new Taumata O Te Rā Whānau Trust; and
- Replacement of trustees for the Taumata O Te Rā Marae Trust (Trust No. 2 above).

Clause 3 of the deceased's will devises his residuary estate to the Ngapukapuka/Hariata Kereama Whānau Trust (Trust No.1 above). The deceased's land interests fall into his residuary estate. However, the applicant wishes to constitute a whānau trust under the name of Taumata O Te Rā Whānau Trust and have the deceased's interests vested in this whānau trust rather than in terms of the will. His family agree.

Directions for this application have been sought previously. The recommendations to the Court were:

- The reservation continues as it is.
- The trust named Taumata O Te Rā Trust at 74 Aotea MB 195 be substituted by a whanau trust in terms of section 214 of Te Ture Whenua Māori Act 1993.
- The trustees for both the marae and the whanau trust should be identical – it's a family marae and the family's intention all along has been to consolidate the family's land interests and lands.
- The whanau trust could include uncle's shares (vested in Trust No. 1 above) and now also the shares of George (Senior) – and be available for future whanau members to utilise as this family consolidates its interests.

The applicant has taken these recommendations back to the Kereama whanau and all these applications were discussed at the committee meeting for the Taumata O Te Rā Marae. The Taumata O Te Rā Marae Committee is comprised of Kereama family members and the beneficiaries of the Māori reservation are the Kereama family as the Ngati Manomano hapu.

Minutes from the Taumata O Te Rā Marae Committee meeting held on 12 June 2006 at Taumata O Te Rā Marae are filed together with a discussion paper that was tabled at the meeting regarding the filing of these applications. Those persons in attendance are noted in the minutes. Notice of the meeting was by way of e-mail to individual whānau members. The trustees have previously advertised meetings by way of newspaper advertisement at considerable expense to the trust but have had no greater attendance than they would normally get by e-mailing whānau members.

At that meeting those present agreed to the filing of these applications in accordance with the previous recommendation to the Court. Two (2) of the three (3) trustees for the Ngapukapuka/Hariata Kereama Whanau Trust were present at the meeting and agreed that their father's lands should vest in the new Taumata O Te Rā Whanau Trust as opposed to the Ngapukapuka/Hariata Kereama Whanau Trust. Proposed trustees for this trust are:

	<u>Name</u>	<u>Address</u>
15	Brian Te Ao-Oterangi Te Whatu	41 Seddon Street, Feilding
16	James Tuwhatu Kereama	Flat 3, Taumata O Te Rā Marae, Halcombe
17	Kristina Tracey Ropine Cynthia Bryers	2 Malacca Grove, Linton Camp, Manawatu
18	Denyse Taruna Gardner	97 Waitarere Beach Road, RD 4, Levin
19	Leslie Takihiku Kereama	1/60 Hastings Street, Halcombe
20	Uwahirangi Christine Kiriona	51 Kings Drive, Levin
21	Rangiauraki Georgina Angela Parata-Turvey	121 Pacific Drive, Palmerston North
22	Marilyn (Manurere) Diane Devonshire	114 Waerenga Road, Otaki
23	George Whatanui Kereama	20 Broadhead Avenue, Whanganui
24	Alfred Te Whakaotinga Wairere Kereama	2/60 Hastings Street, Halcombe

All trustees' consents are filed together with the draft trust order.

In respect of the Taumata O Te Rā Marae Trust, it is intended that Kristina Tracey Ropine Cynthia Bryers be added as a responsible trustee. Although the consent form filed by Kristina shows that she has only consented to her appointment as a trustee for the Taumata O Te Rā Whanau Trust it is noted in the minutes from the meeting that she was to be added as a responsible trustee for the Taumata O Te Rā Marae Trust also. This resolution was passed at the meeting. Confirmation has been sought that Kristina is willing to accept trusteeship for both trusts. It is also noted in the minutes that Tamawhero Garry Kereama is now deceased and his name is to be deleted from both trusts.

According to searches, the deceased had the following land interests:

Aotea District

<u>Blocks</u>	<u>CT Ref</u>	<u>Current Owner</u>	<u>Shares</u>
Ohinepuhiawe 141B4B	CT 514/231 PT	George Ngapukapuka Kereama	133.99
Pukawa 2F	CT 302/239	George Ngapukapuka Kereama	0.013715
Pukawa 2G2	CT 302/240 PT	George Ngapukapuka Kereama	0.0827
Pukawa B	CT 304/125	George Ngapukapuka Kereama	0.51467
Ruamata	CT 30D/687	George Ngapukapuka Kereama	0.196429

There are funds held by the Māori Trustee on beneficiary account number 1725752-00 amounting to \$44.18.

Orders are sought recognising the whāngai child of the deceased, determining entitlement, constituting a whānau trust, vesting the interests of the deceased in the whānau trust and appointment of responsible trustees.

Orders are also sought terminating a trust and for addition and removal of trustees for a Māori reservation.

Court: Alright who will be speaking to the applications?

Ms Christine Uwahirangi Kiriona: Christine Uwahirangi Kiriona appearing on behalf of George Whatanui Kereama, who is currently out of the country, and Putiputi Francis Twomey will be also speaking on behalf of Samuel Hamuera Kereama who passed away suddenly last night.

Court: Oh ne, ka aroha. Ms Twomey, you don't know Gerald Twomey do you?

Ms Putiputi Twomey: He's a son.

Court: Your son?

Ms Twomey: Nods.

Court: I met him at Waiouru when we had our Māori Land Court Regional Hui there and he was helping me get some papers for my nephew to join the army so tēnā koe. Alright it seems quite complicated ne?

Ms Kiriona: Āe.

Court: But is everyone in agreement?

Ms Kiriona: Yes Your Honour.

Ms Twomey: Yes Your Honour.

Court: Alright. You've both had opportunity to read the submissions and they're all correct?

Ms Kiriona: Yes Your Honour.

Ms Twomey: Yes Your Honour.

Ms Kiriona: It has been well discussed through both the trustees of the marae committee, of which I am the chairperson, and the marae hapū committee.

Court: Alright. Is there anyone else present who is interested in these matters who wishes to speak? Are there any objections? Good if there is nothing further there are orders as set out in the various submissions determining those entitled, constituting the whānau trust, payment of funds, terminating the Taumata O Te Rā Trust and vesting the interests into the newly constituted Taumata O Te Rā Whānau Trust adding Kristina Bryers as a responsible trustee and deleting reference to Tamawhero Kereama who is deceased. So there is no dispute as to Rose being recognised as whāngai? Kei te pai?

Ms Twomey: Kei te pai.

Court: Alright. Well hopefully that has now resolved everything and everything is all sorted. If there are any problems just let me know.

Ms Kiriona: Thank you Your Honour.

Court: Kia ora and thank you very much for coming.

The Court makes orders pursuant to Te Ture Whenua Māori Act 1993:

- (a) section 115, recognising Rose Matehaere Tatana as a whāngai child of the deceased;
- (b) section 113 determining that the entity entitled to receive the interests of the deceased is the Ngapukapuka/Hariata Kereama Whānau Trust in accordance with the will of the deceased;
- (c) sections 214 and 219 constituting the Taumata O Te Rā Whānau Trust and declaring the terms of trust in accordance with the draft trust order filed. The tipuna is Kereama Te Ngako;
- (d) sections 220 and 222 appointing numbers 15-24 as responsible trustees of the Taumata O Te Rā Whānau Trust and vesting the deceased's lands in them in their capacity as responsible trustees;
- (e) section 242 for the payment of funds held by the Māori Trustee on behalf of the deceased to George Whatanui Kereama as reimbursement of the filing fees paid;
- (f) section 241 terminating the Taumata O Te Rā Trust and vesting the interests into the newly constituted Taumata O Te Rā Whānau Trust in paragraph (c) above; and
- (g) section 239 adding Kristina Tracey Ropine Cynthia Bryers as a responsible trustee for the Taumata O Te Rā Marae Trust and deleting reference to Tamawhero Garry Kereama who is now deceased.

Copy of minute to applicant, trustees and interested parties.

L R Harvey
JUDGE

WHĀNAU ORDER DECLARING TRUSTS

Te Ture Whenua Māori Act 1993 - Sections 214 and 219

In the Māori Land Court
of New Zealand
Aotea District

IN THE MATTER of the Taumata O Te Rā
Whānau Trust

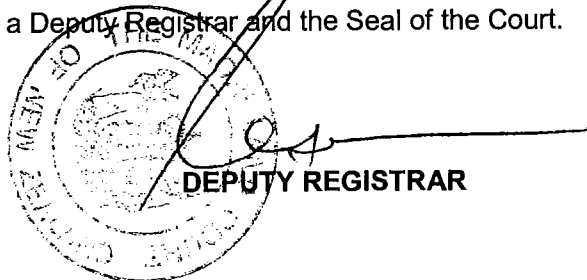
AT A SITTING of the Court held at Whanganui on the 22nd day of August 2006 before
Layne Ross Harvey, Judge

WHEREAS application has been filed by George Whatanui Kereama to constitute a Whānau
Trust over the land interests described in the schedule

AND WHEREAS the Court has this day constituted the Taumata O Te Rā Whānau Trust
pursuant to sections 214 and 222 of Te Ture Whenua Māori Act 1993 and vested the
interests described in the schedule in trustees

NOW THEREFORE the Court upon reading and hearing all evidence adduced in support
thereof and being satisfied on all matters upon which it is required to be so satisfied
HEREBY ORDERS AND DECLARES, pursuant to Section 219 of the said Act that the trusts
upon which the said trustees shall now and henceforth hold the said interests until further or
other order of the Court are set out in the Terms of Trust attached hereto

AS WITNESS the hand of a Deputy Registrar and the Seal of the Court.



DEPUTY REGISTRAR

SCHEDULE

Aotea District

<u>Blocks</u>	<u>CT Ref</u>	<u>Current Owner</u>	<u>Shares</u>
Ohinepuhiawe 141B4B	CT 514/231 PT	George Ngapukapuka Kereama	133.99
Pukawa 2F	CT 302/239	George Ngapukapuka Kereama	0.013715
Pukawa 2G2	CT 302/240 PT	George Ngapukapuka Kereama	0.0827
Pukawa B	CT 304/125	George Ngapukapuka Kereama	0.51467
Ruamata	CT 30D/687	George Ngapukapuka Kereama	0.196429

2.

TERMS OF TRUST1 Title

This Whānau Trust shall be known as the **Taumata O Te Rā Whānau Trust** and shall apply to all interests in the said land from time to time vested in the Trustees for the Whānau Trust.

The tipuna to be name in this order is **Kereama Te Ngako**

2 Objects

The objects of the Trust shall be to preserve the interests of the Whānau and to facilitate the administration of the interests from time to time vested in the Trustees and to provide a pool of income arising from those interests to be applied for the purposes of promoting the health, social, cultural and economic welfare, education and vocational training and general advancement in life of the beneficiaries as defined in Section 214(5)(a) and (b) of Te Ture Whenua Māori Act 1993 (the Act).

3 Powers

The Trustees are empowered:

(a) General

In furtherance of the objects of the Trust and except as hereinafter may be limited to do all or any of the things required to implement the objects of the Trust PROVIDED HOWEVER that the Trustees shall not alienate the corpus of the Trust or any part thereof by way of sale or gift. When considering any other alienation the trustees must adhere to the terms of Part VII of the Act.

(b) Specific

Without limiting the generality of the foregoing but by way of emphasis and clarification it is declared that the Trustees are empowered:

i To distribute

To allocate or distribute all or any of the funds arising from the Trust in accordance with Clause 2 hereof or subject to an Order of the Court in accordance with the provisions of Section 218 of the Act.

ii To set aside cash reserves

To accumulate income and to set aside such reserves as the Trustees in their discretion shall think fit for contingencies or for expenditure to give effect to any proposal authorised in pursuance of Section 236 of the Act.

iii To invest

To invest the income from the Trust or any portion thereof PROVIDED HOWEVER that the Trustees may not apply the said income or any part thereof in or towards the purchase of shares in any registered company without the prior approval of the Court.

iv To pay own costs

From the revenues derived from the operation of the Trust to pay all costs expenses and disbursements incurred by them or attaching to the said income including the costs of any person or persons employed by the Trustees in the administration of the Trust or in the furtherance of any of the objects of the Trust including also the reasonable fees costs and

3.

travelling expenses of the Trustees in attending the meetings of the Trust or in attending to the Trust business at the rates from time to time fixed under the Fees and Travelling Allowances Act 1951.

4 Protection of minorities

In any case where any Trustee or beneficial owner feels aggrieved by any direction determination or resolution of a meeting of the Trustees or of any act or omission of the Trustees he may:

- i give to the Trustees notice of his intention to have the matter complained of referred to the beneficial owners and then PROVIDED THAT within 14 days thereafter he is able to file a requisition supporting that notice executed by not fewer than 42* beneficial owners then the Trustees shall fix a time and place and convene a general meeting accordingly in manner hereinafter provided; PROVIDED FURTHER that if the Trustees fail to convene a general meeting within a reasonable time or he is dissatisfied with the resolution of this matter by the general meeting he may:
- ii give to the Trustees notice of intention to have the matter complained of referred to the Māori Land Court and within 14 days thereafter file an application pursuant to Section 237 and 238 of the Act and Section 68 of the Trustee Act 1956 requesting the Court to review any such act or omission of the Trustees and/or give directions as to any contemplated act or omission of the Trustees arising from the resolution of the general meeting of beneficial owners or any other reason; OR pursuant to Section 244 of the Act for the variation of this Trust Order to make particular provision for the matter in dispute and in either case serve a copy thereof upon the Trustees AND upon and following receipt of a notice of intention as aforesaid and for as long as the matter remains unresolved, but then PROVIDED the further particulars are filed within 14 days, and except as may be necessary for the avoidance of an action by any third party affected or as may be directed by a Court on application for injunction, directions or the like, the Trustees shall take no steps or no further steps as the case may be to implement or otherwise give effect to or enable the continuance of the matter complained of.

5 Obligations(a) General Meetings

The Trustees shall call a general meeting of the beneficial owners to be held concurrently with the General Meeting of the beneficial owners of the land in respect of which the Trust is created if the said land is vested in Trustees, or incorporated in terms of Part XIII of the Act or if the land is not vested in Trustees or incorporated, within 12 months of the date of the creation of the Whānau Trust and thereafter at such times as the Trustees in their discretion shall determine and at least once in every five years.

(b) To report to the Court

Any Trustee at any time, upon being required by the Court, shall file in the Court a written report and make himself available to the Court for questioning on any matter relating to the administration of the Trust or to the performance of his duties as a Trustee.

* NOTE: 42 being the number of the Whānau who first met to establish the Marae on 12 November 1983.

4.

(c) Reports and accounts

- i The Trustees shall cause to be prepared annual Reports and, unless exempted by the Court, audited proper accounts of the assets and liabilities and of the income and expenditure for each year ending on the 31st day of March or such annual Balance date as the Trustees may from time to time fix upon and shall file a copy of such report and accounts with the Registrar of the Court within six months of the said balance date.
- ii At each general meeting the Trustees shall produce reports and accounts for each year in respect of which they have not earlier presented reports and accounts to a general meeting.

(d) Review of the trust

- i The Trustees shall in the 10th year after the constitution of this Trust apply to the Court for a review of the Trust.
- ii On any such review the Court may by Order give such directions to the Trustees as it thinks fit, confirm the Trust Order without variation, vary the terms of the Trust Order in such manner as it thinks fit or make an Order determining the Trust.

(e) Appointment of additional or replacement trustees

At any General Meeting called for that purpose the beneficial owners may elect additional or replacement trustees for the Trust and the persons elected must forthwith file with the Court an application under Section 239 of the Act for Orders appointing the persons elected.

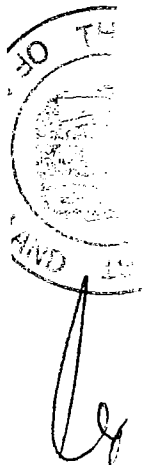
6 Removal of trustees

- (a) The Court, for sufficient cause, may at any time remove a Trustee from office.
- (b) Including and in addition to the grounds provided in Section 240 of the Act upon which a Trustee might be removed by the Court, it shall be sufficient cause for removal that:
 - i a Trustee has not complied with the provisions of Clause 5(b) and 5(c)(i) hereof;
 - ii a Trustee has absented himself from three consecutive, properly convened meetings of the Trust without reasonable excuse;
 - iii a Trustee has become a bankrupt;
 - iv a Trustee is convicted of any offence whereby he is sentenced to prison and is still serving such sentence;
 - v a Trustee has failed to carry out the duties of his office satisfactorily;
 - vi because of physical or mental infirmity or prolonged absence a trustee is or will be incapable of carrying out his duties satisfactorily.

5.

7 Additional Interests

Should any additional interests later be vested in the name of any of the owners participating in this Whānau Trust and named in the Order whereby this Trust was constituted (or any succeeding order), those additional interests shall be included in this Trust automatically by application to the Court by the Registrar without notice to the owner(s) thereof



Rates Remission Application

Applicant details	
Valuation reference number(s)	14101 190 00B
Name of organisation	Te Manawa Family Services
Contact name	Kyley Davis
Postal address	PO Box 368, Feilding
Phone	0276664142
Email	kyley@temanawa.org.nz
Website	www.temanawa.org.nz
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC20104
What was the charity registration date?	22/11/2007
Please upload a copy of proof of charitable status	CC20104_CharitySummary.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	Te Manawa Family Services provides programmes and services to reduce the impact of family violence. This includes safety programmes for victims and children and non-violence programmes for perpetrators. In addition, we provide a family and whanau support service, youth and parenting programme and anti-bullying projects.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	TMFS provides programmes and services which meet the following outcome areas: We are a welcoming community Everyone has a sense of belonging and are proud of where they live We value who we are and where we have come from We work together to make our whānau and communities better Tāngata whenua are visible Our people and communities feel safe Our people have learning opportunities that enhance their life choices We encourage and enable people to shape their future Our people share their skills and experience with others
Demonstrate how your organisation's service or services meet the current and	TMFS has been providing family violence programmes and services for 21 years in

future needs of Manawatū District residents	Feilding. We have adapted over this time to meet the needs of the community and continue to do so. With the current pandemic and housing crisis, we have had a significant increase in demand for our services and we undertake regular reviews to ensure our effectiveness in the changing social and economic environment.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Our building is leased from MDC and is situated in the CBD near the police station and other services. The building is accessible not only in terms of its location but also in that it is accessible for wheel chair users and people with other mobility issues.
Estimated number of active members, clients or participants	293 referrals were received in Feilding in the year ending 31 March 2021
Do other organisations use your facilities? If yes, please give details of these organisations	No
Please attach here a copy of your organisation's constitution	TMFS Trust Deed variation.pdf
Finance details	
Please attach here a copy of your most recent audited financial accounts	TMFS Audited Annual Accounts 2019-20.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	MDC Lease - current.pdf
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government	Yes

department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes



TE MANAWA FAMILY SERVICES CHARITABLE TRUST

PERFORMANCE REPORT

For the year ended 30th June 2020

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TE MANAWA FAMILY SERVICES CHARITABLE TRUST

ENTITY INFORMATION

For the Year ended 30th June 2020

Legal Name of Entity	Te Manawa Family Services Charitable Trust Te Manawa Services Charitable Trust was incorporated under the Charitable Trusts Act 1957 on the 5 th July 2000 and changed its name to Te Manawa Family Services Charitable Trust on the 21 st September 2015.
Other Name of Entity	Te Manawa Family Services
Type of Entity and Legal Basis	Charitable Trust
Registration Number	CC20104

Entity's Purpose or Mission

Vision Statement:

Families connected, nurtured and valued growing the mana and wellbeing of our community.

Mission Statement:

- To develop understanding and commitment to healthy and respectful relationships through the delivery of high quality programmes and support services
- To collaborate with other community agencies and groups to enable effective intervention that will ensure the best outcomes for those we are supporting
- To ensure that the sacredness and safety of children is paramount in all we do

Entity Structure

Governance:

Te Manawa Family Services is governed by a Trust Board that meets monthly for the purpose of:

Receiving, monitoring and approving annual budgets, financial statements and annual accounts; receiving, considering and approving monthly reports and recommendations from the Manager, the Treasurer and committees of the Trust Board; reviewing and approving all policies and procedures; monitoring the development and practices of Te Manawa Family Services; overseeing Te Manawa Family Services' process of recruitment, selection and accreditation of all workers and facilitators; providing support and expertise for specific projects and agency development through participation in working parties; and guiding and monitoring the overall strategic direction of Te Manawa Family Services.

There are eight members of the Trust Board at 30th June 2020.

Management:

The Chief Executive is appointed by and accountable to the Trust Board and is responsible for the overall management of Te Manawa Family Services. At 30th June 2020, the CE was responsible for 12 other employees who work across the programmes and services as required. The Practice Manager works closely with the CE and all other staff in overseeing practice to ensure the best outcomes for clients and the community.

Operations:

The Men's Programme team consists of three men and three women, all qualified as counsellors or social workers and accredited as providers of Stopping Violence Programmes.

The Women's Programme team consists of four women, one qualified as a counsellor and three as social workers.

The Youth & Parenting Programme team consists of three qualified counsellors and two qualified social workers.

The Family and Whanau Support team consists of two women – both qualified as social workers.

The Anti-bullying Programmes and Projects Coordinator oversees and coordinates a youth led team to deliver community-based projects and initiatives and is a qualified social worker.

Te Manawa Family Services also employs two administrators – one for the Feilding site and one for the Palmerston North site.

Main Sources of Entities Cash and Resources**Fees for Service:**

Te Manawa Family Services has contracts with the Ministry of Justice and the Department of Corrections and receives fees for service for clients referred from the Family Court (respondents and applicants of Protection Orders), the Family Violence Court (defendants to attend non-violence programmes and victims to receive Strengthening Safety Services), and the Department of Corrections (offenders to attend non-violence programmes). The amount of income from these sources is dependent on the number of referrals and the attendance of these clients.

Contract Funding:

Te Manawa Family Services has a contract with the Ministry of Social Development (MSD) to provide the men's programme, the women's programme, the Youth & Parenting programme and the Family & Whanau Support Service to self-referred clients.

Te Manawa also has two contracts with the Manawatu District Council – one to provide our Youth & Parenting programme, and one to provide youth-led antibullying projects and initiatives in the local schools and community. Similarly they have a contract with Palmerston North City Council to provide the Youth and Parenting programme in Palmerston North.

Grants, Agreements and Donations:

Te Manawa Family Services also applies to various funding bodies and philanthropic trusts to fund the operations.

Main Methods Used by the Entity to Raise Funds

Other than our main contracts and sources of income listed above, Te Manawa Family Services is always researching other funding sources and completing funding applications for items as required.

Entities Reliance on Volunteers and Donated Goods or Services

The only volunteers are the members of the Trust Board.

Contact Details

Physical Address	Feilding: 117 Fergusson Street. Palmerston North: Level 1 26 Broadway Avenue
Postal Address	PO Box 368, Feilding. 4740
Phone	Ph 06 323 8330
Emails	Palmerston North office: admin.pn@temanawa.org.nz Feilding office: office@temanawa.org.nz
Website	www.temanawa.org.nz
Facebook	www.facebook.com/temanawaservices

TE MANAWA FAMILY SERVICES CHARITABLE TRUST

Statement of Service Performance

For the Year ended 30th June 2020

Description of Entity's Outcomes:

Te Manawa Family Services provides programmes and services aimed to reduce incidents of family violence, improve people's awareness of the impact of violence on everyone, increase safety and wellbeing for individuals and families, increase people's ability to handle emotions in a safe and respectful way, support adults to keep children safe and provide them with positive parenting, reduce incidents of bullying in schools, the community and at home and to provide people with understanding and tools to develop and maintain healthy and positive relationships.

Please note, that due to COVID-19 lockdown, TMFS was closed to face to face sessions at alert levels 3 and 4. Group programmes were also restricted as to the number of participants who could attend in alert level 2.

The only community events possible in this financial year were the Feilding Christmas Parade (15 December 2019) and the Feilding Whanau Day (1 March 2020). Youth Week and Bully Free week were due to occur in May 2020 but have been rescheduled to October 2020, meaning that art and writing competitions and the Pink Shirt Day event did not happen in the 2019-20 financial year.

Description and Quantification of Entity's Outputs:

Description	Quantification	This year	Last year
Men Living Free from Violence Programmes	Number engaged on the programmes	198	208
Women Living Free from Violence Programmes	Number engaged on the programmes	139	114
Youth & Parenting Programmes	Number engaged on the programmes	78	40
Men's, Women's & Youth & Parenting programmes	Number completing Programme Intake Assessments only	26	49
Family & Whanau Support Service	Number receiving the service	143	215
Information & Support Service	Number received information by post and/or phone call	N/A	N/A
Triage referrals	Clients referred from Triage meetings with Police	336	536

Additional Output Measures:

Description	Quantification	This year	Last year
Bystander Education Programmes delivered in schools	Number of school students participating in programmes	0	0
Youth Week Art Competitions (open to Feilding Intermediate and High School Students)	Number of young people engaged in competition	0	1744
Youth Week Creative Writing Competitions (open to Feilding	Number of young people engaged in competition	0	1744

Intermediate and High School Students)			
Youth Leadership Programmes in schools	Number of youth engaged in the Leadership Programmes	0	0
Books "New School Blues" "Bullying - what it's really about" & "What you need to know about Bullying"	Number of books printed and/or distributed to schools	0	0
ICan Youth Action Group	Number of Youth ICan members involved in community projects	12	12
Community & School Presentations/activities (Feilding Christmas Parade and Feilding Whanau Day)	Number of attendees / people reached (estimated)	11000	3000

Te Manawa Family Services Charitable Trust

Statement of Financial Performance

For the Year ended 30th June 2020

	Note	2020 \$	2019 \$
Revenues			
Revenue from providing Goods and Services	2	770,452	737,176
Interest Dividends and other investments	2	3,807	5,975
Grants, Donations and Bequest	2	115,028	28,318
Total Revenue		<u>889,287</u>	<u>771,469</u>
Less Expenses			
Volunteer and employee related costs	3	658,004	630,690
Costs related to provided Good or Services	3	102,463	97,844
Other Expenses	3	68,379	66,479
Total Expenses		<u>828,846</u>	<u>795,013</u>
NET SURPLUS/(DEFICIT)		<u>\$60,441</u>	<u>(\$23,543)</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust

Statement of Movements in Accumulated Funds For the Year ended 30th June 2020

	2020 \$	2019 \$
BALANCE AT START OF PERIOD	243,460	267,004
SURPLUS & REVALUATIONS		
Net Surplus/(Deficit)	60,441	(23,543)
Total recognised revenues & expenses	60,441	(23,543)
OTHER MOVEMENTS		
BALANCE AT END OF PERIOD	<u>\$303,902</u>	<u>\$243,460</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

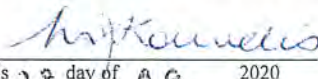
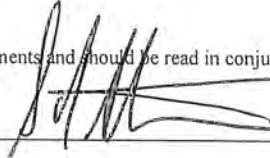
Te Manawa Family Services Charitable Trust

Statement of Financial Position

As at 30th June 2020

	Note	\$	\$	2020 \$	2019 \$
CURRENT ASSETS					
Bank accounts and cash	4			302,440	247,976
Debtors and Prepayments	5			5,528	3,851
GST Refund Due	1(c)			4,053	-
Total Current Assets				312,021	287,826
NON-CURRENT ASSETS					
Property, Plant & Equipment	12			40,756	48,406
TOTAL ASSETS				352,777	336,232
CURRENT LIABILITIES					
Creditors and Accrued Expenses	6			48,875	45,700
Funding in Advance	7			-	41,667
GST Due for payment	1(c)			-	5,404
Total Current Liabilities				48,875	92,772
TOTAL LIABILITIES				48,875	92,772
NET ASSETS				\$303,902	\$243,460
Represented by;					
Accumulated Funds				\$303,901	\$243,460

The accompanying notes form part of these Financial Statements and should be read in conjunction with the reports contained herein.

Trustee  Trustee 
 Dated this 28 day of 09 2020

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust

Statement of Cash Flows

For the Year Ended 30 June 2020

	<i>Jun 2020</i>	<i>Jun 2019</i>
Cash Flows from Operating Activities		
Cash Provided From:		
Revenue from providing Goods and Services	804,775	757,130
Interest, Dividends and Other Investment Income	3,807	5,975
Grants, Donations & Bequests	73,361	69,985
Total	<u>881,943</u>	<u>833,090</u>
Cash was applied to:		
Payments to suppliers and employees	816,488	759,737
Movement in GST control account	9,458	2,633
Total	<u>825,946</u>	<u>762,371</u>
Net cash inflow (Outflow) from operating activities	55,997	70,719
Cash Flows from Investing Activities		
Cash was provided from:		
Purchase of Fixed Assets	1,533	13,838
Net cash inflow (Outflow) from Financing activities	<u>1,533</u>	<u>13,838</u>
Net increase (Decrease) in cash held	54,464	56,881
Opening cash brought forward	247,976	191,095
Ending Cash carried forward	<u><u>302,440</u></u>	<u><u>247,976</u></u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust

Statement of Cash Flows

For the Year Ended 30 June 2020

	<i>Jun 2020</i>	<i>Jun 2019</i>
SUMMARY OF BANK AND CASH		
Bank - Cheque Account	52,600	29,713
Bank - Savings account	100,024	68,263
Bank - Credit Card	(184)	-
Westpac Bank - Term Deposit No 4	75,000	75,000
Westpac Bank - Term Deposit No 6	75,000	75,000
TOTAL BANK AND CASH BALANCES	<u>302,440</u>	<u>247,976</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust

Notes to the Performance Reports

For the Year ended 30th June 2020

1. STATEMENT OF ACCOUNTING POLICIES

Te Manawa Family Services Charitable Trust is a Charitable Trust registered under the Charitable Trust Act 1957. The Trust is registered under the Charities Act 2005.

The entity has elected to apply PBE SFR-A (NFP) Public Benefit Entity Simply Format Reporting - Accrual (Not-For-Profit) on the basis that it does not have public accountability and has total annual expenses equal to or less than \$2,000,000. All transactions in the Performance Report are reported using the accrual basis of accounting. The Performance Report is prepared under the assumption that the entity will continue to operate in the foreseeable future.

(a) Changes in Accounting Policies

There have been no changes in accounting policies. All policies have been applied on bases consistent with those used in previous years.

(b) Fixed Assets & Depreciation

The entity has the following classes of fixed assets and depreciation rates used are:

Buildings Improvements	33% D.V.
Palmerston Nth Premises	10% - 40% D.V.
Furniture & Fittings	13% - 16% D.V.
Plant & Equipment	14.4% - 67% D.V.

All fixed assets are recorded at cost or valuation less accumulated depreciation. Depreciation of the assets has been calculated at the maximum rates permitted by the Income Tax Act 2007.

(c) Goods & Services Tax

These financial statements have been prepared on a GST exclusive basis.

(d) Receivables

Receivables are stated at their estimated realisable value. Bad debts are written off in the year in which they are identified.

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
Notes to the Performance Reports
For the Year ended 30th June 2020

2. Analysis of Income

Interest, Dividends and other income		
Interest Received	3,807	5,975
Total Interest, Dividends and other income	<u>3,807</u>	<u>5,975</u>
Revenue from Grants, Donations and Bequests		
Grants & Donations Received	115,028	28,318
Total Grants, Donations and Bequests	<u>115,028</u>	<u>28,318</u>
Revenue from Goods & Services		
Rentals	277	4,108
Service Fees	369,340	354,607
TMFS Contract Funding	400,836	378,462
Total Goods & Services	<u>770,452</u>	<u>737,176</u>
Total Income	<u><u>889,287</u></u>	<u><u>771,469</u></u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
Notes to the Performance Reports
For the Year ended 30th June 2020

3. Analysis of Expenses

Volunteer and Employee related costs

Administrators' Salaries	81,217	77,538
Admin - Training allowance	117	-
Admin - Travel	-	1,059
CE - Wages	99,199	90,038
PL - Wages	68,164	71,244
PL - Training & Professional Development	404	635
Wages Other	407,114	388,241
H/R - ACC	1,788	1,936

Total Volunteer and Employee related costs	658,004	630,690
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Cost related to providing Goods and Services

P R & M - Advertising	2,125	1,477
P R & M - Meetings/hui	574	413
P R & M - Website	1,355	-
Staff Training & Accreditation	5,069	2,652
V/C - Trust Board	472	494
Staff Supervision	11,537	13,495
Programme and Service Resources	9,934	6,907
Staff Travel & Parking	7,164	4,194
G/A - Postage & Stationery	5,614	5,887
G/A - Tearoom and First Aid	4,831	3,174
G/A - Repairs & Maintenance (IT & Equip)	6,826	17,780
G/A - Minor Equipment	2,406	955
G/A Legal	1,971	-
H/R - Resignations, Recruitment & Appointment	4,045	8,517
H/R - Staff & Agency Meetings	1,568	823
H/R - Indemnity Insurance	1,150	1,150
CE - Training & Professional Development	1,350	1,085
CE - Travel & Parking	1,065	551
PL - Supervision	900	500
PL - Travel & Parking	674	96
Premises	23,550	19,883
Communication Costs	8,283	7,810

Total Costs related to Providing Goods and Services	102,463	97,844
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Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust

Notes to the Performance Reports For the Year ended 30th June 2020

Other Expenses		
Accounting	2,400	6,800
Audit Fees	3,000	3,000
Bank Fees	172	130
Xero Fees	1,113	804
Premises - Rental	49,668	41,673
S & L - NNSVS - Membership Fee	709	335
S & L - NZAC/NZCCA/SWRB/ANZASW	2,046	2,501
S & L - Social Service Providers Aotearoa	-	152
Charities Commission Return Fee	44	44
PNCSC	43	43
Depreciation as per Schedule	9,183	10,996
Total Other Expenses	<u>68,379</u>	<u>66,479</u>
Total Expenses	<u>828,846</u>	<u>795,013</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust

Notes to the Performance Reports

For the Year ended 30th June 2020

4.	BANK ACCOUNTS AND CASH		
	Bank - Cheque Account	52,600	29,713
	Bank - Savings account	100,024	68,263
	Bank - Credit Card	(184)	-
	Westpac Bank - Term Deposit No 4	75,000	75,000
	Westpac Bank - Term Deposit No 6	75,000	75,000
	Total Bank Accounts and Cash	302,440	247,976
5.	Debtor and Prepayment		
	Accounts Receivable	5,528	39,851
	Total Debtors and Prepayments	5,528	39,851
6.	Creditors and Accrued Expenses		
	Accounts Payable	25,420	25,444
	Accrued Staff Costs	23,455	20,257
	Total Creditors and Accrued Expenses	48,875	45,700
7.	Funding Received in Advance		
	Lotteries Commission - 2020 Advance	-	29,167
	Lion Foundation - 2020 Advance	-	12,500
	Total Funding Received in Advance	-	41,667

8. LEASE COMMITMENTS

Te Manawa Family Services Charitable Trust has an ongoing lease arrangement with the Manawatu District Council for the premises in Feilding. Rental is \$9004.00 plus GST per annum including monthly fire inspections.

The lease terms are five-year periods with further rights of renewal on 01 July 2022, 2027 and 2032 and expires on 30 June 2037.

Te Manawa Family Services Charitable Trust also has an ongoing lease arrangement with Infinity Properties Ltd for the premises in Palmerston North. Rental is \$49,000.00 plus GST per annum. The renewal dates are 27 July 2024 and 27 July 2028. The final lease term expires on 26th July 2032.

9. MINIMUM OPERATING RESERVE

The Trust Board endeavour to maintain an operating reserve of four (4) months expenses. At 30 June 2020, they consider this amount to be \$273,220.00. (2019 \$260,031.00).

10. CONTINGENT LIABILITIES

At balance date there are no known contingent liabilities (2019:\$0). Te Manawa Family Services Charitable Trust has not granted any securities in respect of liabilities payable by any other party whatsoever.

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
Notes to the Performance Reports
For the Year ended 30th June 2020

11. SECURITIES AND GUARANTEES

There was no overdraft as at balance date nor was any facility arranged.

12. FIXED ASSETS

	<i>2020</i>	<i>2019</i>
	\$	\$
Buildings Improvements 33% D.V.		
At cost	64,854	64,854
Less Accumulated Depreciation	64,280	63,997
	<u>574</u>	<u>857</u>
Palmerston Nth Premises 10% - 40% D.V.		
At cost	44,934	43,401
Less Accumulated Depreciation	27,643	23,767
	<u>17,291</u>	<u>19,634</u>
Furniture & Fittings 13% - 16% D.V.		
At cost	48,177	48,177
Less Accumulated Depreciation	36,434	34,518
	<u>11,743</u>	<u>13,659</u>
Plant & Equipment 14.4% - 67% D.V.		
At cost	52,325	52,325
Less Accumulated Depreciation	41,177	38,069
	<u>11,148</u>	<u>14,256</u>
Total Fixed Assets	<u>\$40,756</u>	<u>\$48,406</u>

2020
 Additions during the year: \$1533
 Disposals during the year: \$ 0

2019
 Additions during the year: \$13838
 Disposals during the year: \$ 0

13. RELATED PARTIES

To ensure that all matters are considered without undue influence from interested parties, the board abides by Te Manawa Family Services Charitable Trust Conflict of Interest Policy and Procedure for Governance.

Mr S. Atkins is a trustee. He is Director and Shareholder of Atkins & Associates Ltd. Atkins & Associates Ltd provide accounting services to the trust. Fees paid during the year \$2,400 (2019:\$6800).

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
Notes to the Performance Reports
For the Year ended 30th June 2020

14. GRANTS AND DONATIONS

2020	Brought Forward	Received	Spent	Unspent
Eastern & Central Community Trust	0	8,000	8,000	0
Lottery Community	29,167		29,167	0
Pub Charity	0	1,931	1,931	0
Lion Foundation	12,500		12,500	0
Feilding High School	0	789	789	0
Ministry of Social Development	0	30,000	30,000	0
Palmerston North City Council	0	32,500	32,500	0
Client Donations	0	140	140	0
	<u>41,667</u>	<u>73,360</u>	<u>115,027</u>	<u>0</u>

2019	Brought Forward	Received	Spent	Unspent
Lion Foundation	0	15,000	2,500	12,500
Community Organisation Grants Scheme	0	4,000	4,000	0
Lottery Community	0	35,000	5,833	29,167
T G Macarthy Trust	0	10,000	10,000	0
Client Donations	0	5,985	5,985	0
	<u>0</u>	<u>69,985</u>	<u>28,318</u>	<u>41,667</u>

15. CONTRACTS

2020

Ministry of Social Development	344,796.93
Manawatu District Council	47,349.00
Ministry of Justice	<u>8,690.00</u>
	<u>400,835.93</u>

2019

Ministry of Social Development	331,113.00
Manawatu District Council	<u>47,349.00</u>
	<u>378,462.00</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
APPENDIX 1 -OVERHEAD ACCOUNT

For the Year ended 30th June 2020

	2020	2019
	\$	\$
REVENUE		
Grants & Donations - Lion Foundation	12500	2500
Grants & Donations - COGS	-	4000
OPEX & Rental	277	4108
Total Revenue	<u>12777</u>	<u>10608</u>
Less Expenses		
Accounting Fees	2400	6800
Audit Fees	3000	3000
Bank Fees	172	130
Xero Fees	1113	804
Administrator Costs	81334	78597
General Administration	21648	27796
Human Resources	8551	12426
Chief Executive	101614	91674
Practice Leader	70142	72475
Premises	73218	61556
Public Relations & Marketing	4054	1890
Subscriptions & Levies	2842	3076
Communication Costs	8283	7810
Volunteer Costs	472	494
Total Expenses	<u>378844</u>	<u>368528</u>
Net Deficit Before Depreciation	(366068)	(357920)
Less Depreciation		
Depreciation as per Schedule	9183	10996
SURPLUS/(DEFICIT) FROM TRADING	<u>(375251)</u>	<u>(368916)</u>
OTHER INCOME		
Interest Received	3807	5975
NET SURPLUS/(DEFICIT)	<u>(371443)</u>	<u>(\$362941)</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
APPENDIX 2 - YOUTH & PARENTING PROGRAMME

For the Year ended 30th June 2020

	2020	2019
	\$	\$
REVENUE		
Service Fees - MOJ - ASP/CSP	-	10636
Contract Funding - Manawatu District Council	25000	25000
Contract Funding - MSD - YTHHIGH	8901	8622
Contract Funding - MSD - SFCWFV	27428	25172
Contract Funding - MSD - FCSF	-	82133
Grants & Donations - MSD/OT One off Grant	30000	-
Grant & Donations - PNCC - Strategic Priority Grant	32500	-
Grants & Donations - Lottery Community	29167	5833
Grants & Donations - Eastern & Central Community Trust	8000	-
Grants & Donations - T G Macarthy Trust	-	10000
Grants & Donations - Client Donations	-	4050
Total Revenue	<u>160996</u>	<u>171447</u>
Less Expenses		
Wages - Y&P Programme	69376	74795
Holiday Pay Accrual	3886	2837
Resources	1187	1383
Training	446	1200
Supervision	3237	3334
62% of Overhead Account (Internal) Y&P	230295	83477
Total Expenses	<u>308427</u>	<u>167025</u>
NET SURPLUS/(DEFICIT)	<u>(\$147431)</u>	<u>\$4422</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
APPENDIX 3 - ADULT PROGRAMMES & SERVICES

For the Year ended 30th June 2020

	2020	2019
	\$	\$
REVENUE		
Service Fees - CPS	57573	67339
Services Fees - MAIN Triage Fees	-	10000
Service Fees - MOJ - Family Court & FV Court	311767	266632
Contract Funding - MSD FVNMPERP - MP	93670	90284
Contract Funding - MSD FVLTREC - WP	86978	83834
Contract Funding - MSD - FCSF	-	41067
Client Donations	140	1935
Total Revenue	<u>550127</u>	<u>561091</u>
Less Expenses		
Wages - Adult Programmes	244863	-
Wages - Family Support Service	1253	58597
Wages - Men's Programme	-	168450
Resources - Module Booklets, posters etc	3906	2859
Wages - Women's Programme	-	60324
Holiday Pay Accrual	2709	12427
Training & Accreditation	4131	1452
Supervision, observation & reports	7047	10161
Travel & Parking	5653	4146
18.5% of Overhead Account (Internal) Adult	68717	268577
Total Expenses	<u>338278</u>	<u>586993</u>
NET SURPLUS/(DEFICIT)	<u>\$211850</u>	<u>(\$25903)</u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
APPENDIX 4 - ANTI-BULLYING PROJECTS

For the Year ended 30th June 2020

	2020 \$	2019 \$
REVENUE		
Contract Funding - Manawatu District Council	22349	22349
Grants & Donations - Pub Charity	1931	-
Grants & Donations - FHS Donation	789	-
Total Revenue	<u>25070</u>	<u>22349</u>
Less Expenses		
AB Projects wages	14217	10810
Travel	-	48
Projects Resources	3033	2665
2.5% of Overhead Account (Internal) Anti Bullying	9286	10888
Total Expenses	<u>26536</u>	<u>24411</u>
NET SURPLUS/(DEFICIT)	<u><u>(\$1467)</u></u>	<u><u>(\$2062)</u></u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

Te Manawa Family Services Charitable Trust
APPENDIX 5 - FAMILY AND WHANAU SUPPORT

For the Year ended 30th June 2020

	2020	2019
	\$	\$
REVENUE		
Contract Funding - MSD FCS	127820	-
Contract Funding - MOJ CSP	8690	-
Total Revenue	<u>136510</u>	-
Less Expenses		
Wages	69361	-
Holiday Pay Accrual	1450	-
Resources	1808	-
Training & Accreditation	491	-
Supervision	1254	-
Travel and Parking	1512	-
17% of Overhead Account (internal) Family & whanau	63145	-
Total Expenses	<u>139020</u>	-
NET SURPLUS/(DEFICIT)	<u><u>(\$2510)</u></u>	<u><u>-</u></u>

Note: This statement must be read in conjunction with the accompanying Notes to the Accounts and the Auditor's Report.

INDEPENDENT AUDITORS REPORT

To the trustees of Te Manawa Family Services Charitable Trust.

Opinion

We have audited the performance reports of Te Manawa Family Services Charitable Trust on pages 1 to 17, which comprise the statement of financial position as at 30 June 2020 and statement of Financial Performance, statement of entity information, statement of service performance, statement of accumulated funds and statement of cash flows for the year then ended, and notes to the performance reports, including a summary of significant accounting policies.

In our opinion, the accompanying performance reports presents fairly, in all material respects, of the financial position of the trust as 30 June 2020 and of its financial performance for the year and its cash flows for the year then ended in accordance with the Public Benefit Entity Standards issued by the New Zealand Accounting Standards Board.

Basis of Opinion

We conducted the audit in accordance with International Standards on Auditing (New Zealand) (ISA's (NZ))

Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the association in accordance with Professional and Ethical Standards 1 (Revised) Code of Ethics for assurance practitioners issued by the New Zealand Auditing and Assurance Standards Board, and we have fulfilled our responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Board's Responsibility for the Performance reports

The board are responsible, on behalf of the trust for:

- (a). Identifying outcomes and outputs, and quantifying the outputs to the extent practicable, that are relevant, comparable and understandable, to report in the statement of service performance;
- (b). The board is responsible for the preparation and fair presentation of the performance report which comprises:
 - * The entity information; and
 - * the statement of service performance; and
 - * The statement of financial performance, statement of financial position, statement of cash flows, statement of accounting policies and notes to the performance reports.

In accordance with the Public Benefit Entity Simple Format Reporting-Accrual (Not For

Profit) issued in New Zealand by the New Zealand Accounting Standards Board, and
©. For such internal controls as the board determine is necessary to enable the presentation of the performance report that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on the performance report based on my audit. I conducted my audit of the statement of financial performance, statement of financial position, statement of cash flows, statement of accounting policies and notes to the performance report in accordance with International Standards on Auditing (New Zealand (ISAs (NZ))), and the audit of the entity information and statement of service performance in accordance with the International Standards on Assurance Engagements (New Zealand) ISAE (NZ) 3000 (Revised). Those standards require that I comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the performance report is free from material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the performance report, including procedures to obtain evidence about and evaluating whether the reported outcomes and outputs and quantifications of the outputs to the extent practicable, are relevant, comparable and understandable.

The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the performance report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the performance report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the performance report.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion. Other than in my capacity as auditor, I have no other relationship with, or interest in, Te Manawa Family Services Charitable Trust.



Pinny & Associates Ltd
Qualified Auditors
Chartered Accountants
Palmerston North
28 September 2020

Pinny & Associates

Chartered Accountants

Pinny & Associates Ltd

303

DEED OF LEASE

SIXTH EDITION 2012 (4)

GENERAL address of the premises:

"Feilding Community Centre", corner of Stafford & Fergusson Streets, Feilding

DATE:

1 JULY 2017

LANDLORD:

Manawatu District Council

TENANT:

Te Manawa Family Services Charitable Trust

GUARANTOR:

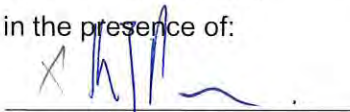
THE LANDLORD leases to the Tenant and the Tenant takes on lease the premises and the car parks (if any) described in the First Schedule together with the right to use the common areas of the property for the term from the commencement date and at the annual rent (subject to review if applicable) as set out in the First Schedule.

THE LANDLORD AND TENANT covenant as set out in the First, Second and Third Schedules.

~~**THE GUARANTOR** covenants with the Landlord as set out in the Fourth Schedule.~~

SIGNED by the Landlord *
by its authorised signatory

in the presence of:



Witness Signature

KAITEN JANE PIKE

Witness Name

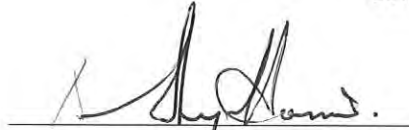
PARKS & PROPERTY OFFICER

Witness Occupation

c/- 135 MANCHESTER STALCT

Witness Address

FEILDING


Signature of Landlord

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

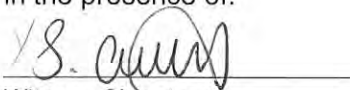
~~Signature of Landlord~~

~~Print Full Name~~

~~(for a company specify position:
Director/Attorney/Authorised Signatory)~~

SIGNED by the Tenant *
by its authorised signatory

in the presence of:



Witness Signature

Shelley Cresswell

Witness Name

Administrator

Witness Occupation

c/- PO Box 368, Feilding

Witness Address


Signature of Tenant

Julie Anne Miller

Print Full Name

(for a company specify position:
Director/Attorney/Authorised Signatory)

~~Signature of Tenant~~

~~Print Full Name~~

~~(for a company specify position:
Director/Attorney/Authorised Signatory)~~

* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company - please refer to the note on page



~~SIGNED~~ by the Guarantor *

in the presence of:

Signature of Guarantor

Witness Signature

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

Witness Name

Witness Occupation

Witness Address

Signature of Guarantor

Print Full Name
(for a company specify position:
Director/Attorney/Authorised Signatory)

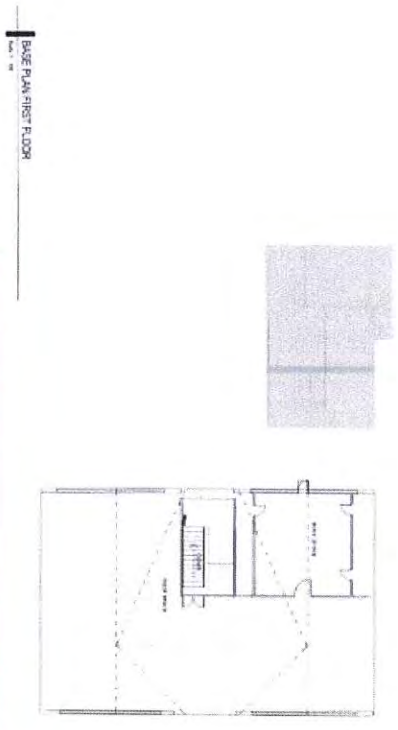
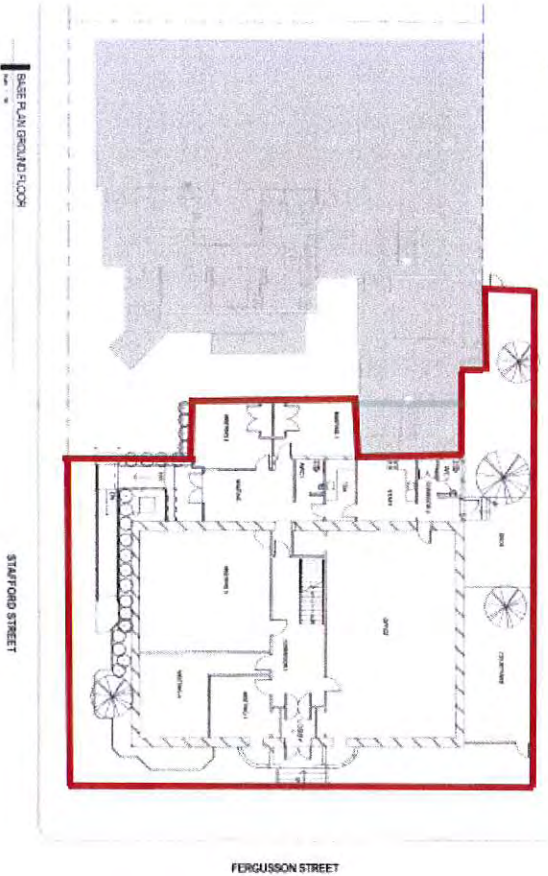
* If appropriate, add:

"by its director(s)" OR "by its duly appointed attorney"

Note: Signing by a company – to ensure that this document binds the company as a deed, it must be signed in accordance with section 180 of the Companies Act 1993.
If two directors sign, no witnessing is necessary.
If only one director or a director and authorised signatory(ies) or attorney(ies) sign, signatures must be witnessed.

FIRST SCHEDULE

1. **PREMISES:** That part of the Landlord's premises known as "Feilding Community Centre", situated on the corner of Stafford & Fergusson Streets, Feilding as more particularly outlined in red on the attached plan.
2. ~~CAR PARKS:~~
3. **TERM:** 5 years
4. **COMMENCEMENT DATE:** 01 July 2017
5. **RIGHTS OF RENEWAL:** 3 - each of 5 years
6. **RENEWAL DATES:** 01 July 2022, 2027 and 2032
7. **FINAL EXPIRY DATE:** 30 June 2037
8. **ANNUAL RENT:**
- | | | | |
|-----------------------------------|----------------------|--------------------|---------------------|
| (Subject to review if applicable) | Premises | \$ 8,520.00 | plus GST |
| | Car Parks | \$ | plus GST |
| | TOTAL: | \$ 8,520.00 | plus GST |
9. **MONTHLY RENT:** \$ 710.00 plus GST
10. **RENT PAYMENT DATES:** The 1st day of each month commencing on the 1st day of July 2017
11. **RENT REVIEW DATES:** (Specify review type and insert dates for initial term, renewal dates and renewal terms. Unless dates are specified there will be no reviews. Where there is a conflict in dates, the market rent review date will apply.)
1. Market rent review dates:
01 July 2022, 2027 and 2032
 2. CPI rent review dates:
01 July 2020, 2023, 2026, 2029 and 2035
12. **DEFAULT INTEREST RATE:** 10 % per annum
(subclause 5.1)
13. **BUSINESS USE:** Provision of Community Services
(subclause 16.1)



Handwritten signature

14. LANDLORD'S INSURANCE:
(subclause 23.1)
(Delete or amend extent of cover as appropriate)

(Delete either (a) or (b); if neither option is deleted, then option (a) applies)

(Delete option (i) and complete option (ii) if required. If option (i) is not deleted and option (ii) is completed then option (ii) applies)

- (1) Cover for the building against damage and destruction by fire, flood, explosion, lightning, storm, earthquake, and volcanic activity; on the following basis:

(a) Full replacement and reinstatement
~~(including loss damage or destruction of windows and other glass);~~

OR

~~(b) Indemnity to full insurable value (including loss damage or destruction of windows and other glass);~~

- (2) Cover for the following additional risks:

(a) (i) 12 months

OR

~~(ii) _____ months~~

indemnity in respect of consequential loss of rent and outgoings.

(b) Loss damage or destruction of any of the Landlord's fixtures fittings and chattels.

(c) Public liability

15. NO ACCESS PERIOD:
(subclause 27.6)

(Delete option (1) and complete option (2) if required. If option (1) is not deleted and option (2) is completed then option (2) applies)

- (1) 9 months

OR

~~(2) _____~~

16. PROPORTION OF OUTGOINGS:
(subclause 3.1)

100 % which at commencement date is estimated
~~to be \$ _____ Plus GST per annum~~

~~17. LIMITED LIABILITY TRUSTEE:~~
~~(subclause 45.2)~~

18. OUTGOINGS:
(clause 3)

- (1) Rates or levies payable to any local or territorial authority.
- (2) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges.
- (3) Rubbish collection and recycling charges.
- (4) New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
- ~~(5) Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees (subject to subclause 23.2).~~
- (6) Service contract charges for air conditioning, lifts, other building services and security services.
- (7) Cleaning, maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract, but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building services.
- (8) The provisioning of toilets and other shared facilities.
- (9) The cost of maintenance of lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
- (10) Yard and car parking area maintenance and repair charges but excluding charges for repaving or resealing.
- ~~(11) Body Corporate charges for any insurance premiums under any insurance policy effected by the Body Corporate and related valuation fees and reasonable management administration expenses.~~
- ~~(12) Management expenses (subject to subclause 3.7).~~
- (13) The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004 but excluding the costs of upgrading or other work to make the building comply with the Building Act 2004.

SECOND SCHEDULE

TENANT'S PAYMENTS

Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment dates. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date. All rent shall be paid without any deductions or set-off by direct payment to the Landlord or as the Landlord may direct.

~~Market Rent Review~~ refer Further Terms

- ~~2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be determined as follows:~~
- ~~(a) Either party may not earlier than 3 months prior to a market rent review date and not later than the next rent review date (regardless of whether the next rent review date is a market or CPI rent review date) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant market rent review date.~~
 - ~~(b) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 working days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with subclause 2.2.~~
 - ~~(c) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.~~
 - ~~(d) Notwithstanding any other provision of this clause, the annual rent payable as from the relevant market rent review date shall not be less than the annual rent payable as at the commencement date of the then current lease term.~~
 - ~~(e) The annual rent agreed, determined or imposed pursuant to subclause 2.1 shall be the annual rent payable as from the relevant market rent review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant market rent review date but subject to subclause 2.3 and 2.4.~~
 - ~~(f) The market rent review at the option of either party may be recorded in a deed.~~

Rent Determinations

- ~~2.2 Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent, but if agreement is not reached within 40 working days then the new rent may be determined either:~~
- ~~(a) By one party giving written notice to the other requiring the new rent to be determined by arbitration; or~~
 - ~~(b) if the parties so agree by registered valuers acting as experts and not as arbitrators as follows:~~
 - ~~(1) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;~~
 - ~~(2) If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;~~
 - ~~(3) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer. If the parties cannot agree on the third expert, the appointment shall be made on the application of either party by the president or vice president for the time being of The New Zealand Institute of Valuers.~~
 - ~~(4) The valuers appointed by the parties shall determine the current market rent of the premises but if they fail to agree then the rent shall be determined by the third expert.~~
 - ~~(5) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any of the representations but not be bound by them.~~
 - ~~(6) The parties shall jointly and severally indemnify the third expert for their costs. As between the parties, they will share the costs equally. A party may pay the other party's share of the costs and recover the payment on demand from the other party.~~
 - ~~(7) If the parties agree, they may release the third expert from liability for negligence in acting as third expert in accordance with this subclause 2.2.~~

~~When the new rent has been determined the person or persons determining it shall give written notice of it to the parties. The notice shall provide as to how the costs of the determination shall be borne and it shall be binding on the parties.~~

Interim Market Rent

- ~~2.3 Pending determination of the new rent, the Tenant shall from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date, until the determination of the new rent pay an interim rent as follows:~~
- ~~(a) if both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or~~
 - ~~(b) if only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or~~
 - ~~(c) if no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant market rent review date;~~
- ~~but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.~~
- ~~The interim rent shall be payable with effect from the relevant market rent review date, or the date of service of the Initiator's notice if the notice is served later than 3 months after the relevant market rent review date and, subject to subclause 2.4, shall not be subject to adjustment.~~

- ~~2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.~~

CPI Rent Review

- 2.5** The annual rent payable from each CPI rent review date shall be determined as follows:
- (a) The Landlord shall adjust the annual rent on the basis of increases (and not decreases) in the CPI by giving notice to the Tenant of the increase (if any) using the formula:
 $A = B \times (C+D)$
 Where:
 A = the CPI reviewed rent from the relevant CPI rent review date
 B = the annual rent payable immediately before the relevant CPI rent review date
 C = CPI for the quarter year ending immediately before the relevant CPI rent review date
 D = CPI for the quarter year ending immediately before the last rent review date or if there is no previous rent review date, the commencement date of the then current term of the lease (and in the case where A is the CPI reviewed rent for a renewal date then the last rent review date of the immediate preceding lease term or if there is no rent review date the commencement date of the preceding term)
 where (C+D) shall not be less than 1.
- (b) If the CPI is discontinued and not replaced, or if there is a material change to the basis of calculation of the CPI, or a resetting of the CPI, an appropriate index which reflects the change in the cost of living in New Zealand as agreed by the parties and failing agreement to be determined by an expert appointed by the president or vice president of the New Zealand Law Society will be used.
- (c) If the relevant CPI is not published at the relevant CPI rent review date, as soon as the CPI is published an appropriate adjustment will be made to the rent (if necessary) with effect from the relevant CPI rent review date.
- (d) Notwithstanding any other provision of subclause 2.5, the annual rent payable as from the relevant CPI rent review date shall not be less than the annual rent payable immediately preceding the CPI rent review date (and in the case where the relevant CPI rent review date is a renewal date, the annual rent payable at the expiry of the preceding term).
- 2.6** The new rent determined pursuant to subclause 2.5 shall be payable from the relevant CPI rent review date once it is determined by the Landlord giving notice under that subclause. Pending determination of the new rent, the Tenant will pay the rent that applies prior to the CPI rent review date. On determination of the new rent, the Tenant will immediately pay any shortfall to the Landlord.

Outgoings

- 3.1** The Tenant shall pay the outgoings properly and reasonably incurred in respect of the property which are specified in the First Schedule. Where any outgoing is not separately assessed or levied in respect of the premises then the Tenant shall pay such proportion of it as is specified in the First Schedule or if no proportion is specified then such fair proportion as shall be agreed or failing agreement determined by arbitration.
- 3.2** The Landlord shall vary the proportion of any outgoing payable to ensure that the Tenant pays a fair proportion of the outgoing.
- 3.3** If any outgoing is rendered necessary by another tenant of the property or that tenant's employees, contractors or invitees causing damage to the property or by another tenant failing to comply with that tenant's leasing obligations, then that outgoing shall not be payable by the Tenant.
- 3.4** The outgoings shall be apportioned between the Landlord and the Tenant in respect of periods current at the commencement and termination of the term.
- 3.5** The outgoings shall be payable on demand or if required by the Landlord by monthly instalments on each rent payment date of a reasonable amount as the Landlord shall determine calculated on an annual basis. Where any outgoing has not been taken into account in determining the monthly instalments it shall be payable on demand.
- 3.6** After the 31st March in each year of the term or other date in each year as the Landlord may specify, and after the end of the term, the Landlord shall supply to the Tenant reasonable details of the actual outgoings for the year or period then ended. Any over payment shall be credited or refunded to the Tenant and any deficiency shall be payable to the Landlord on demand.
- 3.7** Any profit derived by the Landlord and if a company by its shareholders either directly or indirectly from the management of the property shall not comprise part of the management expenses payable as an outgoing.

Goods and Services Tax

- 4.1** The Tenant shall pay to the Landlord or as the Landlord shall direct the GST payable by the Landlord in respect of the rental and other payments payable by the Tenant under this lease. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable upon demand.
- 4.2** If the Tenant shall make default in payment of the rental or other moneys payable under this lease and the Landlord becomes liable to pay Default GST then the Tenant shall on demand pay to the Landlord the Default GST in addition to interest payable on the unpaid GST under subclause 5.1.

Interest on Unpaid Money

- 5.1** If the Tenant defaults in payment of the rent or other moneys payable under this lease for 10 working days then the Tenant shall pay on demand interest at the default interest rate on the moneys unpaid from the due date for payment to the date of payment.
- 5.2** Unless a contrary intention appears on the front page or elsewhere in this lease the default interest rate is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the default interest is payable, plus 5 per cent per annum.

Costs

- 6.1** Each party will pay their own costs of the negotiation and preparation of this lease and any deed recording a rent review or renewal. The Tenant shall pay the Landlord's reasonable costs incurred in considering any request by the Tenant for the Landlord's consent to any matter contemplated by this lease, and the Landlord's legal costs (as between lawyer and client) of and incidental to the enforcement of the Landlord's rights remedies and powers under this lease.

LANDLORD'S PAYMENTS**Outgoings**

- 7.1** Subject to the Tenant's compliance with the provisions of clause 3 the Landlord shall pay all outgoings in respect of the property not payable by the Tenant direct. The Landlord shall be under no obligation to minimise any liability by paying any outgoing or tax prior to receiving payment from the Tenant.

MAINTENANCE AND CARE OF PREMISES**Tenant's Obligations**

8.1 The Tenant shall be responsible to:

(a) **Maintain the premises**

In a proper and workmanlike manner and to the reasonable requirements of the Landlord keep and maintain the interior of the premises in the same clean order repair and condition as they were in at the commencement date of this lease (or where the lease is renewed, the commencement date of the initial term of this lease) and will at the end or earlier determination of the term quietly yield up the same in the like clean order repair and condition. The premises condition report (if completed) shall be evidence of the condition of the premises at the commencement date of this lease. In each case the Tenant shall not be liable for fair wear and tear arising from reasonable use.

(b) **Breakages and minor replacements**

Repair or replace glass breakages with glass of the same or better weight and quality, repair breakage or damage to all doors windows light fittings and power points of the premises and replace light bulbs, tubes and power points that wear out with items of the same or better quality and specification.

(c) **Painting**

Paint and decorate those parts of the interior of the premises which have previously been painted and decorated as at the commencement date of this lease (or where the lease is renewed the commencement date of the initial term of this lease) when they reasonably require repainting and redecoration to a specification as approved by the Landlord such approval not to be unreasonably withheld.

(d) **Floor coverings**

Keep all floor coverings in the premises clean and replace all floor coverings worn or damaged other than by fair wear and tear with floor coverings of the same or better quality, specification and appearance when reasonably required by the Landlord.

(e) **Damage or Loss**

Make good any damage to the property or loss caused by improper careless or abnormal use by the Tenant or those for whom the Tenant is responsible, to the Landlord's reasonable requirements.

8.2 Where the Tenant is leasing all of the property, the Tenant shall:

(a) **Care of grounds**

Keep any grounds yards and surfaced areas in a clean and tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.

(b) **Water and drainage**

Keep and maintain the storm or waste water drainage system including downpipes and guttering clear and unobstructed.

(c) **Other works**

Carry out those works maintenance and repairs to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

8.3 Notwithstanding subclause 8.1(a) the Tenant shall not be liable for the maintenance or repair of any building services but this subclause shall not release the Tenant from any obligation to pay for the cost of any service maintenance contract or charges in respect of the maintenance or repair of the building services if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

8.4 Notwithstanding any other provision of this lease, the Tenant shall not be liable to repair any inherent defect in the premises nor to pay any outgoings incurred by the Landlord in remedying any inherent defect.

8.5 If the Landlord shall give the Tenant written notice of any failure on the part of the Tenant to comply with any of the requirements of subclauses 8.1 or 8.2 the Tenant shall with all reasonable speed so comply.

Toilets

9.1 The toilets sinks and drains shall be used for their designed purposes only and no substance or matter shall be deposited in them which could damage or block them.

Rubbish Removal

10.1 The Tenant shall regularly cause all of the Tenant's rubbish and recycling to be removed from the premises and will keep the Tenant's rubbish bins or containers in a tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

Landlord's Maintenance

11.1 The Landlord shall keep and maintain the building, all building services and the car parks in good order and repair and weatherproof but the Landlord shall not be liable for any:

(a) Repair or maintenance which the Tenant is responsible to undertake.

(b) Want of repair or defect in respect of building services, so long as the Landlord is maintaining a service maintenance contract covering the work to be done, or where the building services have not been supplied by the Landlord.

(c) Repair or maintenance which is not reasonably necessary for the Tenant's use and enjoyment of the premises and the car parks.

(d) Loss suffered by the Tenant arising from any want of repair or defect unless the Landlord shall have received notice in writing of that from the Tenant and has not within a reasonable time after that taken appropriate steps to remedy the same.

11.2 The Landlord shall keep and maintain service maintenance contracts for lifts, air-conditioning and at the Landlord's option any other building services supplied by the Landlord. Whenever building services cannot be maintained in good order and repair through regular maintenance, the Landlord will if reasonably required replace the services with services of a similar type and quality.

11.3 The Tenant shall be liable to reimburse the Landlord for the cost of any such repair, maintenance or service contract pursuant to subclauses 11.1 and 11.2 if it is an outgoing specified in the First Schedule but only to the extent specified in the First Schedule.

Notification of Defects

12.1 The Tenant shall give to the Landlord prompt written notice of any accident to or defect in the premises of which the Tenant may be aware and in particular in relation to any pipes or fittings used in connection with the water electrical gas or drainage services.

Landlord's Right of Inspection

- 13.1 The Landlord and the Landlord's employees contractors and invitees may at all reasonable times and after having given prior written notice to the Tenant (except in the case of emergencies) enter upon the premises to view their condition.

Landlord may Repair

- 14.1 If default shall be made by the Tenant in the due and punctual compliance with any repair notice given by the Landlord pursuant to this lease, or if any repairs for which the Tenant is responsible require to be undertaken as a matter of urgency then without prejudice to the Landlord's other rights and remedies expressed or implied the Landlord may by the Landlord's employees and contractors with all necessary equipment and material at all reasonable times and on reasonable notice (except in the case of emergencies) enter the premises to execute the works. Any moneys expended by the Landlord in executing the works shall be payable by the Tenant to the Landlord upon demand together with interest on the moneys expended at the default interest rate from the date of expenditure to the date of payment.

Access for Works

- 15.1 The Tenant shall permit the Landlord and the Landlord's employees and contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the premises for a reasonable period to inspect and carry out works to the premises or adjacent premises and to install inspect repair renew or replace any services where they are not the responsibility of the Tenant or are required to comply with the requirements of any statutes, regulations, by-law or requirement of any competent authority. All repairs inspections and works shall be carried out with the least possible inconvenience to the Tenant subject to subclauses 15.3 and 15.4.
- 15.2 If the Tenant's business use of the premises is materially disrupted because of the Landlord's works provided for in subclause 15.1, then during the period the works are being carried out a fair proportion of the rent and outgoings shall cease to be payable but without prejudice to the Tenant's rights if the disruption is due to a breach by the Landlord of the Landlord's obligation, under subclause 15.1, to cause the least possible inconvenience to the Tenant.
- 15.3 If in the Landlord's reasonable opinion, the Landlord requires the Tenant to vacate the whole or part of the premises to enable the works referred to in subclause 15.1 to be carried out, the Landlord may give the Tenant reasonable written notice requiring the Tenant to vacate the whole or part of the premises and specifying a reasonable period for which the Landlord requires possession. On the expiry of the notice the Landlord may take possession of the premises or the part specified in the notice. A fair proportion of the rent and outgoings shall cease to be payable during the period the Tenant vacates the premises as required by the Landlord.
- 15.4 The Landlord shall act in good faith and have regard to the nature, extent and urgency of the works when exercising the Landlord's right of access or possession in accordance with subclauses 15.1 and 15.3.

USE OF PREMISES**Business Use**

- 16.1 The Tenant shall not without the prior written consent of the Landlord use or permit the whole or any part of the premises to be used for any use other than the business use. The Landlord's consent shall not be unreasonably or arbitrarily withheld or delayed in respect of any proposed use which is:
- not in substantial competition with the business of any other occupant of the property which might be affected by the use; and
 - reasonably suitable for the premises; and
 - compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management.
- If any change in use renders any increased or extra premium payable in respect of any policy or policies of insurance on the premises the Landlord as a condition of granting consent may require the Tenant to pay the increased or extra premium.
- 16.2 If any change in use requires compliance with sections 114 and 115 of the Building Act 2004 the Landlord, as a condition of granting consent, may require the Tenant to comply with sections 114 and 115 of the Act and to pay all compliance costs.
- 16.3 If the premises are a retail shop the Tenant shall keep the premises open for business during usual trading hours and fully stocked with appropriate merchandise for the efficient conduct of the Tenant's business.

Lease of Premises and Car Parks Only

- 17.1 The tenancy shall relate only to the premises and the car parks (if any) and the Landlord shall at all times be entitled to use occupy and deal with the remainder of the property without reference to the Tenant and the Tenant shall have no rights in relation to it other than the rights of use under this lease.

Neglect of Other Tenant

- 18.1 The Landlord shall not be responsible to the Tenant for any act or default or neglect of any other tenant of the property.

Signage

- 19.1 The Tenant shall not affix paint or exhibit or permit to be affixed painted or exhibited any name sign name-plate signboard or advertisement of any description on or to the exterior of the building without the prior approval in writing of the Landlord but approval shall not be unreasonably or arbitrarily withheld or delayed in respect of signage describing the Tenant's business. If approved the signage shall be secured in a substantial and proper manner so as not to cause any damage to the building or any person and the Tenant shall at the end or sooner determination of the term remove the signage and make good any damage occasioned in connection with the signage.

Additions, Alterations, Reinstatement and Chattels Removal

- 20.1 The Tenant shall neither make nor allow to be made any alterations or additions to any part of the premises or alter the external appearance of the building without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose. If the Landlord authorises any alterations or additions which are made before the commencement date or during the term of this lease the Tenant will at the Tenant's own expense if required by the Landlord no later than the end or earlier termination of the term reinstate the premises. Ownership of the alterations or additions that are not removed by the end or earlier termination of the lease may at the Landlord's election pass to the Landlord without compensation payable to the Tenant. If the Tenant fails to reinstate then any costs incurred by the Landlord in reinstating the premises whether in whole or in part, within 6 months of the end or earlier termination of the term shall be recoverable from the Tenant.
- 20.2 The Tenant, when undertaking any "building work" to the premises (as that term is defined in the Building Act 2004), shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to that Act and shall provide copies of the building consents and code compliance certificates to the Landlord.

- 20.3** The Tenant may at any time before and will if required by the Landlord no later than the end or earlier termination of the term remove all the Tenant's chattels. In addition to the Tenant's obligations to reinstate the premises pursuant to subclause 20.1 the Tenant will make good at the Tenant's own expense all resulting damage and if the chattels are not removed by the end or earlier termination of the term ownership of the chattels may at the Landlord's election pass to the Landlord or the Landlord may remove them from the premises and forward them to a refuse collection centre. Where subclause 27.5 applies, the time by which the Tenant must remove the chattels and to make good all resulting damage will be extended to 5 working days after access to the premises is available.
- 20.4** The cost of making good resulting damage and the cost of removal of the Tenant's chattels shall be recoverable from the Tenant and the Landlord shall not be liable to pay any compensation nor be liable for any loss suffered by the Tenant.

Compliance with Statutes and Regulations

- 21.1** The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the premises by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the premises or their use by the Tenant or other occupant provided that:
- The Tenant shall not be required to make any structural repairs alterations or additions nor to replace or install any plant or equipment except where required by reason of the particular nature of the business carried on by the Tenant or other occupant of the premises or the number or sex of persons employed on the premises.
 - The Tenant shall not be liable to discharge the Landlord's obligations as owner under the Building Act 2004 unless any particular obligation is the responsibility of the Tenant as an occupier of the premises.
 - The Tenant will promptly provide the Landlord with a copy of all requisitions and notices received from a competent authority under this subclause.
- 21.2** If the Landlord is obliged by any legislation or requirement of any competent authority to expend moneys during the term of this lease or any renewed term on any improvement addition or alteration to the property which is not the Tenant's responsibility under subclause 21.1 and the expenditure would be an unreasonable amount then the Landlord may determine this lease. Any dispute as to whether or not the amount to be expended by the Landlord is unreasonable shall be determined by arbitration.
- 21.3** The Landlord warrants that allowing the premises to be open to members of the public and allowing the use of the premises by members of the public at the commencement date will not be a breach of section 363 of the Building Act 2004. This clause does not apply to any "building work" (as defined in the Building Act 2004) relating to the fit-out of the premises by the Tenant.
- 21.4** The Tenant, when undertaking any building work to the premises, shall comply with all statutory requirements including the obtaining of building consents and code compliance certificates and shall not allow the premises to be open to members of the public or allow use of the premises by members of the public if that would be in breach of section 363 of the Building Act 2004.
- 21.5** During the term and any renewal, the Landlord shall not give consent to or carry out any building work in any part of the Landlord's property which may cause the Tenant to be in breach of section 363 of the Building Act 2004 by allowing the premises to be open to members of the public and allowing the use of the premises by members of the public.

No Noxious Use

- 22.1** The Tenant shall not:
- Bring upon or store within the premises nor allow to be brought upon or stored within the premises any machinery goods or things of an offensive noxious illegal or dangerous nature, or of a weight size or shape as is likely to cause damage to the building or any surfaced area.
 - Contaminate the property and shall undertake all works necessary to remove any contamination of the property other than contamination not caused by the Tenant or which took place prior to the commencement date of the lease term. Contamination means any change to the physical chemical or biological condition of the property by a "contaminant" as that word is defined in the Resource Management Act 1991.
 - Use the premises or allow them to be used for any noisome noxious illegal or offensive trade or business.
 - Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the property, or any other person, and generally the Tenant shall conduct the Tenant's business upon the premises in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the business use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

INSURANCE

Landlord shall insure

- 23.1** The Landlord shall at all times during the term keep and maintain insurance of the type shown and for the risks specified in the First Schedule. If insurance cover required under this subclause becomes unavailable during the term of this lease or any renewal other than because of the Landlord's act or omission, the Landlord will not be in breach while cover is unavailable, provided the Landlord uses all reasonable endeavours on an ongoing basis to obtain cover. The Landlord will advise the Tenant in writing whenever cover becomes unavailable and provide reasons as to the unavailability. The Landlord will also provide the Tenant with reasonable information relating to the cover when requested by the Tenant.
- 23.2** The parties acknowledge and agree pursuant to section 271 of the Property Law Act 2007 that to the extent of any excess payable regarding any insurance policy held by the Landlord, the excess will represent an amount for which the Landlord has not insured, or has not fully insured the premises or the property against destruction or damage arising from the events that the section applies to. If the Landlord makes any claim against its insurance for any destruction or damage because of any act or omission of the Tenant, the Tenant will pay the Landlord the amount of the excess not exceeding the sum specified in the list of outgoings in the First Schedule

Tenant not to void insurance

- 24.1** The Tenant shall not carry on or allow upon the premises any trade or occupation or allow to be done any act or thing which:
- Shall make void or voidable any policy of insurance on the property.
 - May render any increased or extra premium payable for any policy of insurance except where in circumstances in which any increased premium is payable the Tenant shall have first obtained the consent of the insurer of the premises and the Landlord and made payment to the insurer of the amount of any such increased or extra premium as may be payable but the carrying on by the Tenant in a reasonable manner of the business use or of any use to which the Landlord has consented shall be deemed not to be a breach of this clause.
- 24.2** In any case where in breach of subclause 24.1 the Tenant has rendered any insurance void or voidable and the Landlord has suffered loss or damage by that the Tenant shall at once compensate the Landlord in full for such loss or damage.

When Tenant to have benefit of Landlord's insurance

- 25.1 Where the property is destroyed or damaged by fire, flood, explosion, lightning, storm, earthquake, volcanic activity or any risk against which the Landlord is (or has covenanted with the Tenant to be) insured the Landlord will not require the Tenant to meet the cost of making good the destruction or damage to the property and will indemnify the Tenant against such cost where the Tenant is obligated to pay for making good such damage or destruction. The Landlord does not have to indemnify the Tenant and the Tenant will not be excused from liability under this subclause if and to the extent that:
- (a) The destruction or damage was intentionally caused by the Tenant or those for whom the Tenant is responsible; or
 - (b) The destruction or damage was the result of an act or omission by the Tenant or those for whom the Tenant is responsible and that act or omission:
 - (1) occurred on or about the property; and
 - (2) constitutes an imprisonable offence; or
 - (c) Any insurance moneys that would otherwise have been payable to the Landlord for the damage or destruction are rendered irrecoverable in consequence of any act or omission of the Tenant or those for whom the Tenant is responsible.

DAMAGE TO OR DESTRUCTION OF PREMISES**Total Destruction**

- 26.1 If the premises or any portion of the building of which the premises may form part shall be destroyed or so damaged:
- (a) as to render the premises untenable then the term shall at once terminate from the date of destruction or damage; or
 - (b) in the reasonable opinion of the Landlord as to require demolition or reconstruction, then the Landlord may within 3 months of the date of damage give the Tenant 20 working days notice to terminate and a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.

Any termination pursuant to this subclause shall be without prejudice to the rights of either party against the other.

Partial Destruction

- 27.1 If the premises or any portion of the building of which the premises may form part shall be damaged but not so as to render the premises untenable and:
- (a) the Landlord's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default of the Tenant; and
 - (b) all the necessary permits and consents are obtainable,

the Landlord shall with all reasonable speed expend all the insurance moneys received by the Landlord in respect of such damage towards repairing such damage or reinstating the premises or the building but the Landlord shall not be liable to expend any sum of money greater than the amount of the insurance money received.

- 27.2 Any repair or reinstatement may be carried out by the Landlord using such materials and form of construction and according to such plan as the Landlord thinks fit and shall be sufficient so long as it is reasonably adequate for the Tenant's occupation and use of the premises.
- 27.3 Until the completion of the repairs or reinstatement a fair proportion of the rent and outgoings shall cease to be payable as from the date of damage.
- 27.4 If any necessary permit or consent shall not be obtainable or the insurance moneys received by the Landlord shall be inadequate for the repair or reinstatement then the term shall at once terminate but without prejudice to the rights of either party against the other.

No Access in Emergency

- 27.5 If there is an emergency and the Tenant is unable to gain access to the premises to fully conduct the Tenant's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency including:

- (a) a prohibited or restricted access cordon applying to the premises; or
- (b) prohibition on the use of the premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent authority that the premises are fit for use; or
- (c) restriction on occupation of the premises by any competent authority,

then a fair proportion of the rent and outgoings shall cease to be payable for the period commencing on the date when the Tenant became unable to gain access to the premises to fully conduct the Tenant's business from the premises until the inability ceases.

- 27.6 This subclause 27.6 applies where subclause 27.5 applies and the premises or building of which the premises form part are not totally or partially destroyed or damaged resulting in the lease being cancelled as provided for in subclauses 26.1 or 27.4. Either party may terminate this lease by giving 10 working days written notice to the other if:
- (a) the Tenant is unable to gain access to the premises for the period specified in the First Schedule; or
 - (b) the party that terminates this lease can at any time prior to termination establish with reasonable certainty that the Tenant is unable to gain access to the premises for that period.

Any termination shall be without prejudice to the rights of either party against the other.

DEFAULT**Cancellation**

- 28.1 The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) and subject to section 245(2) of the Property Law Act 2007 cancel this lease by re-entering the premises at the time or at any time after that:
- (a) If the rent shall be in arrears 10 working days after any rent payment date and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
 - (b) In case of breach by the Tenant of any covenant or agreement on the Tenant's part expressed or implied in this lease (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
 - (c) If the Tenant shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors.
 - (d) In the event of the insolvency, bankruptcy, statutory management, voluntary administration, receivership or liquidation of the Tenant.

- (e) If the Tenant shall suffer execution to issue against the Tenant's property goods or effects under any judgment against the Tenant in any Court for a sum in excess of five thousand dollars (\$5,000).

The term shall terminate on the cancellation but without prejudice to the rights of either party against the other.

Essentiality of Payments

- 29.1 Failure to pay rent or other moneys payable under this lease on the due date shall be a breach going to the essence of the Tenant's obligations under the lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. This entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 29.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

Repudiation

- 30.1 The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

QUIET ENJOYMENT

- 31.1 The Tenant paying the rent and performing and observing all the covenants and agreements expressed and implied in this lease shall quietly hold and enjoy the premises throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

RENEWAL OF LEASE

- 32.1 If the Tenant has given to the Landlord written notice to renew the lease at least 3 calendar months before the end of the term and is not at the date of the giving of the notice in breach of this lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
- If the renewal date is a market rent review date the annual rent shall be the current market rent which if not agreed on shall be determined in accordance with subclause 2.2 but the annual rent shall not be less than the rent payable as at the commencement date of the immediately preceding lease term.
 - If the renewal date is a CPI rent review date, the annual rent shall be determined in accordance with subclause 2.5.
 - Subject to the provisions of paragraphs (a) and (b) the new lease shall be upon and subject to the covenants and agreements expressed and implied in this lease except that the term of this lease plus all further terms shall expire on or before the final expiry date.
 - The annual rent shall be subject to review during the term of the new lease on the rent review dates specified in the First Schedule.
 - The Landlord as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this lease on behalf of the Tenant who has given notice or the security of a bank guarantee that has been given.
 - If the renewal date is a market rent review date, pending the determination of the rent, the Tenant shall pay an interim rent in accordance with subclauses 2.3 and 2.4.
 - Notwithstanding anything contained in subclause 32.1(f) the interim rent referred to in that subclause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.
 - The parties will not be released by the renewal of the lease from any liability for any breach under this lease.

ASSIGNMENT OR SUBLETTING

- 33.1 The Tenant shall not assign sublet or otherwise part with the possession of the premises, the carparks (if any) or any part of them without first obtaining the written consent of the Landlord which the Landlord shall not unreasonably withhold or delay if the following conditions are fulfilled:
- The Tenant proves to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant is (and in the case of a company that the shareholders of the proposed assignee or subtenant are) respectable responsible and has the financial resources to meet the Tenant's commitments under this lease and in the case of the subtenant the subtenant's commitments under the sublease. The Tenant shall give the Landlord any additional information reasonably required by the Landlord.
 - All rent and other moneys payable have been paid and there is not any subsisting breach of any of the Tenant's covenants.
 - In the case of an assignment a deed of covenant in customary form approved or prepared by the Landlord is duly executed and delivered to the Landlord.
 - In the case of an assignment to a company (other than a company listed on the main board of a public stock exchange in New Zealand or Australia) either a deed of guarantee in customary form approved or prepared by the Landlord is duly executed by the principal shareholders of that company and delivered to the Landlord or a bank guarantee from a registered trading bank in New Zealand on reasonable terms approved by the Landlord as security for the performance by the company of its obligations under this lease is provided to the Landlord.
 - The Tenant pays the Landlord's reasonable costs and disbursements in respect of the approval and the preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Landlord concerning any proposed assignee subtenant or guarantor. All such costs shall be payable whether or not the assignment or subletting proceeds.
- 33.2 Where the Landlord consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any subtenant to deal with the sublease in any way in which the Tenant is restrained from dealing without consent.
- 33.3 Where any Tenant is a company which is not listed on the main board of a public stock exchange in New Zealand or Australia, then any change in the legal or beneficial ownership of its shares or the shares of its shareholder or issue of new capital in the company or its shareholder where in any case there is a change in the effective management or control of the company will require the written consent of the Landlord which will not be unreasonably withheld or delayed.

UNIT TITLE PROVISIONS

34.1 Clause 34 applies where the property is part of a unit title development.

Body Corporate

34.2 The expression "Body Corporate" means the Body Corporate under the Unit Titles Act 2010 (in subclauses 34.2 to 34.7 "the Act") in respect of the property.

Act and Rules Paramount

34.3 This lease shall be subject to the provisions of the rules of the Body Corporate and the provisions of the Act.

Insurance

34.4 Unless the Body Corporate has resolved that the Landlord is to insure the building the Landlord's obligation to insure the building shall be satisfied by the Body Corporate maintaining the same insurance cover in accordance with the Act.

Landlord's Obligations

34.5 The Landlord shall observe and perform all of the Landlord's obligations as a member of the Body Corporate and shall use the Landlord's best endeavours to ensure that the Body Corporate complies with its rules and the provisions of the Act.

Tenant's Obligations

34.6 The Tenant shall comply with the rules of the Body Corporate and the provisions of the Act to the extent that they apply to the Tenant's use of the property.

Consents

34.7 Where in this lease the consent of the Landlord is required in respect of any matter then the like consent of the Body Corporate shall also be required if the consent of the Body Corporate to the matter would be necessary under its rules or the Act.

CARPARKS

35.1 The Tenant shall have the right to exclusive possession of the leased car parks, but when any car park is not being used by the Tenant other persons shall be entitled to pass over the same.

35.2 The Landlord may carry out repairs to the car parks and no abatement of rent or other compensation shall be claimed by the Tenant except pursuant to subclauses 26.1 or 27.3.

35.3 The Tenant shall comply with the Landlord's reasonable requirements relating to the use of the car parks and access to them and in particular shall only use the car parks for the parking of one motor vehicle per parking space.

35.4 The provisions of the Second Schedule shall apply to the car parks as appropriate.

GENERAL**Holding Over**

36.1 If the Landlord permits the Tenant to remain in occupation of the premises after the expiration or sooner determination of the term, the occupation shall be a periodic tenancy only terminable by at least 20 working days notice given at any time with the tenancy terminating on the expiry of the notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a periodic tenancy) as expressed or implied under this lease.

Access for Re-Letting or Sale

37.1 The Tenant will during the term permit the Landlord, the Landlord's representatives and prospective tenants or purchasers to have access to inspect the premises provided that:

- (a) Any such inspection is at a time which is reasonably convenient to the Tenant and after reasonable written notice.
- (b) The inspection is conducted in a manner which does not cause disruption to the Tenant.
- (c) If the Landlord or the Landlord's representatives are not present the persons inspecting have written authority from the Landlord to do so.

Suitability

38.1 No warranty or representation expressed or implied has been or is made by the Landlord that the premises are now suitable or will remain suitable or adequate for use by the Tenant or that any use of the premises by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

Affirmation

39.1 A party to this lease shall not be entitled to cancel this lease if, with full knowledge of any repudiation or misrepresentation or breach of covenant, that party affirmed this lease.

Waiver

40.1 No waiver or failure to act by either party in respect of any breach by the other shall operate as a waiver of another breach.

Land Transfer Title or Mortgagee's consent

41.1 The Landlord shall not be required to do any act or thing to enable this lease to be registered or be required to obtain the consent of any mortgagee of the property and the Tenant will not register a caveat in respect of the Tenant's interest under this lease.

Notices

42.1 All notices must be in writing and must be served by one of the following means:

- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- (b) In all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
 - (1) in the manner authorised by sections 354 to 361 of the Property Law Act 2007, or
 - (2) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

- 42.2 In respect of the means of service specified in subclause 42.1(b)(2), a notice is deemed to have been served:
- In the case of personal delivery, when received by the addressee.
 - In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand.
 - In the case of facsimile transmission, when sent to the addressee's facsimile number.
 - In the case of email, when acknowledged by the addressee orally or by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement.
- 42.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice placed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.
- 42.4 A notice shall be valid if given by any director, general manager, lawyer or other authorised representative of the party giving the notice.
- 42.5 Where two or more notices are deemed to have been served at the same time, they shall take effect in the order in which they would have been served but for subclause 47.1(p).
- 42.6 Any period of notice required to be given under this agreement shall be computed by excluding the date of service.

Arbitration

- 43.1 The parties shall first endeavour to resolve any dispute or difference by agreement and if they agree by mediation.
- 43.2 Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- 43.3 If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon request of any party, by the president or vice president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.
- 43.4 The procedures prescribed in this clause shall not prevent the Landlord from taking proceedings for the recovery of any rent or other monies payable under this lease which remain unpaid or from exercising the rights and remedies in the event of the default prescribed in subclause 28.1.

No Implied Terms

- 44.1 The covenants, conditions and powers implied in leases pursuant to the Property Law Act 2007 and sections 224 and 266(1)(b) of that Act shall not apply to and are excluded from this lease where allowed.

Limitation of Liability

- 45.1 If any person enters into this lease as trustee of a trust, then:
- That person warrants that:
 - that person has power to enter into this lease under the terms of the trust; and
 - that person has properly signed this lease in accordance with the terms of the trust; and
 - that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
 - all of the persons who are trustees of the trust have approved entry into this lease.
 - If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.
- 45.2 Notwithstanding subclause 45.1, a party to this lease that is named in item 17 of the First Schedule as a limited liability trustee, that person's liability will not be personal and unlimited but limited in accordance with subclause 45.1(b).

Counterparts

- 46.1 This lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same lease. A party may enter into this lease by signing a counterpart copy and sending it to the other party, including by facsimile or email.

DEFINITIONS AND INTERPRETATION

- 47.1 In this lease:
- "building services" means all services provided by the Landlord as an integral part of the building for the general use and enjoyment of the building by its tenants or occupants including water, gas, electricity, lighting, air conditioning, heating and ventilation, telecommunications, lifts and escalators whether or not they are located within the premises.
 - "CPI" means the Consumer Price Index (All Groups) published by Statistics New Zealand or other government agency and any revised, replacement or substituted index.
 - "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the Landlord (or where the Landlord is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this lease but does not include any sum levied against the Landlord (or where the Landlord is or was a member of a GST group its representative member) by reason of a default or delay by the Landlord after payment of the GST to the Landlord by the Tenant.
 - "emergency" for the purposes of subclause 27.5 means a situation that:
 - is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service; and
 - causes or may cause loss of life or serious injury, illness or in any way seriously endangers the safety of the public or property; and
 - the event is not caused by any act or omission of the Landlord or Tenant.

- (e) "GST" means the Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- ~~(f) "premises" includes all the Landlord's fixtures and fittings provided by the Landlord and those set out in the Fifth Schedule.~~
- (g) "premises condition report" means the report as set out in the Sixth Schedule.
- (h) "renewal" means the granting of a new lease as provided for in subclause 32.1.
- (i) "rules" in clause 34 means the Body Corporate operational rules under the Unit Titles Act 2010 and any amendments to those rules or replacement rules.
- (j) "structural repair" means a repair, alteration or addition to the structure or fabric of the building but excluding building services.
- (k) "term" includes, where the context requires, a further term if the lease is renewed.
- (l) "the common areas" means those parts of the property the use of which is necessary for the enjoyment of the premises and which is shared with other tenants and occupiers.
- (m) "the Landlord" and "the Tenant" means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
- (n) "the property" and "the building" mean the land, building(s) or improvements of the Landlord which comprise or contain the premises. Where the premises are part of a unit title development the words "the property" mean the land and building(s) comprised in the development.
- (o) "those for whom the Tenant is responsible" includes the Tenant's agents employees contractors or invitees.
- (p) "working day" has the meaning given to it in the Property Law Act 2007. Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.
- (q) A reference in this lease to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (r) A reference to the words "include" or "including" are to be interpreted without limitation.
- (s) If any inserted term (including any Further Term in the Third Schedule) conflicts with the covenants in the First, Second and Fourth Schedules, the inserted term will prevail.
- (t) Whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule.
- (u) Where the context requires or admits, words importing the singular shall import the plural and vice versa.
- (v) Where the Landlord's consent or approval to any matter is required under this lease then, unless expressly stated to the contrary in this lease, in each case the Landlord:
- (1) must not unreasonably withhold consent or approval; and
 - (2) must, within a reasonable time of the Landlord's consent or approval being requested:
 - (i) grant that consent or approval; or
 - (ii) notify the Tenant in writing that the consent or approval is withheld.

THIRD SCHEDULE

FURTHER TERMS (if any)

Rent Review

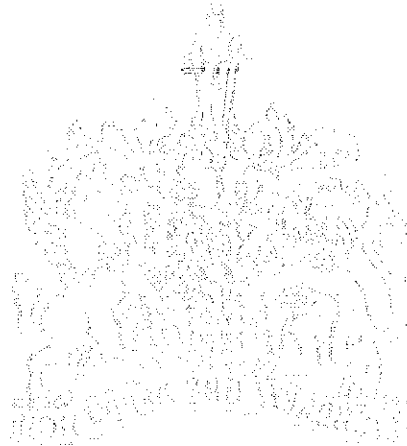
2.1 The annual rent payable from each market rent review date shall be a sum being 5% of the then rateable land value for the premises, provided however that the annual rent payable from the relevant market rent review date shall not be less than the rent payable for the immediately preceding year.

Clause 47.1(f)

"premises" excludes the Tenant's fixtures, fittings and chattels as set out in the Fifth Schedule.

Clause 48

This Lease is given in accordance with Section 7(1)(a) of the Public Bodies Leases Act 1969 and the Reserves Act 1977 and such legislation shall take precedence over any of the provisions in this Lease.



Handwritten initials or signatures in the bottom right corner.

FOURTH SCHEDULE

GUARANTEE

~~IN CONSIDERATION of the Landlord entering into the lease at the Guarantor's request the Guarantor:~~

- ~~(a) Guarantees payment of the rent and the performance by the Tenant of the covenants in the lease.~~
- ~~(b) Indemnifies the Landlord against any loss the Landlord might suffer should the lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.~~

~~THE GUARANTOR covenants with the Landlord that:~~

- ~~1. No release delay or other indulgence given by the Landlord to the Tenant or to the Tenant's successors or assigns or any other thing by which the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.~~
- ~~2. As between the Guarantor and the Landlord the Guarantor may for all purposes be treated as the Tenant and the Landlord shall be under no obligation to take proceedings against the Tenant before taking proceedings against the Guarantor.~~
- ~~3. The guarantee and indemnity is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.~~
- ~~4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.~~
- ~~5. Should there be more than one Guarantor their liability under this guarantee and indemnity shall be joint and several.~~
- ~~6. The Guarantee and indemnity shall extend to any holding over by the Tenant.~~

FIFTH SCHEDULE

TENANT'S ~~LANDLORD'S~~ FIXTURES AND FITTINGS AND CHATTELS

(Subclause 47.1(f))

carpets
curtains and blinds
heatpumps (8)
wall heaters (3)
joinery (benchtops, sinks, cabinets, basins) in 2 kitchens and 2 toilets
dishwasher
fridges (2)
wall heaters (2)
doors
exterior decking
fence



John SM

SIXTH SCHEDULE

PREMISES CONDITION REPORT

(Subclause 8.1)



A handwritten signature or set of initials in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several connected loops and lines.

Dated 1 July 2017 SIXTH EDITION 2012 (4)

Between
Manawatu District Council

Landlord

and
Te Manawa Family Services Charitable Trust

Tenant

and _____

Guarantor

DEED OF LEASE

General address of the premises:
"Feilding Community Centre", corner of Stafford &
Fergusson Streets, Feilding



www.societies.govt.nz | 0508 SOCIETIES | 0508 762 438

Send completed forms to: Companies Office, Private Bag 92061, Victoria Street West, Auckland 1142 or processing@societies.govt.nz

Cover sheet

Variation of trust /Alteration of rules of a charitable trust board

Sections 23 and 61 Charitable Trusts Act 1957

NOTES

Use this form to notify the Registrar of Incorporated Societies of changes to a Board's trust deed or rules.

Changes and amendments must be attached to this cover sheet separately.

Please enter the name as it appears on the Register of Charitable Trust Boards. You can confirm the full name by carrying out a Register Search at www.societies.govt.nz.

1. Name of Board

Te Manawa Services Charitable Trust Board

2. Registered number

CC20104

3. Complete this checklist before filing this notice

Tick all options that apply to this variation of trusts/alteration of rules

- The variation of trust/alteration of rules complies with the Charitable Trust Act 1957.
- Any change to the purpose of the charitable trust must comply with the Act.

Note | The document can only be registered if the purpose continues to fall within the following categories:

- the promotion of education;
- the promotion of religion;
- the relief of poverty; or
- other purposes of benefit to the community.

Does the variation of trust/alteration of rules include a name change for the board?

If you are changing the name of the Board, have you checked that the name is available by doing a Register Search at www.companies.govt.nz?

Note | Section 15 of the Charitable Trusts Act 1957 regulates Board names generally.

4. Signature



5. Date

17th September 2015

6. Your contact details

Name and postal address
 Julie Miller
 Te Manawa Services
 PO Box 368
 Feilding 4740

Email julie@temanawa.org.nz

Telephone 06 323 8330

TE MANAWA FAMILY SERVICES CHARITABLE TRUST
TRUST DEED

NOW THIS DEED WITNESSES and the trustees declare as follows:-

1. **THAT** they hold the said sum of \$20.00 together with any other property whether real or personal which may at any time and from time to time be vested in the trustees (all such property to be collectively referred to as “the trust property”) to use the same and any income arising therefrom solely for the objects and purposes hereinafter defined:

2. **THE** objects of this trust shall be:
 - a) To provide services within the Manawatu region with the aim of stopping all violence and abuse within the community and individual families
 - b) To maintain as a paramount concern the safety of all individuals, especially women and children.
 - c) To promote public awareness and understanding of the immediate and long-term effects of violence and abuse on families, children and communities.
 - d) To cooperate with, be affiliated to and foster activities with all associations, groups and agencies with similar interests and objects.
 - e) To assist in the dissemination of information resources.
 - f) To promote and model the principles of equality and respect.
 - g) To affirm in our work the implications of our commitment to Te Tiriti o Waitangi.
 - h) To employ staff or engage service providers to carry out the work of Te Manawa Family Services.
 - i) To ensure that the workers of Te Manawa Family Services receive adequate training and supervision to undertake the work of Te Manawa Family Services.

3. **FOR** the carrying out of the above objects the trustees may do all or any of the following:
 - a) To purchase, take on lease or in exchange, hire or otherwise acquire and dispose of lands, buildings and any real and personal estate or any other property or interest in the same.

- b) To improve, manage, work, develop and maintain or sell, let, lease, sublet, exchange, surrender or otherwise deal with and turn to account all or any of the property or business of the trustees or in which the trustees have an interest.
- c) To borrow, and for that purpose to mortgage, charge, dispose of or otherwise deal with any of the property of the trustees and to lend invest or deposit money on mortgage or any other security.
- d) To erect, construct, alter, maintain and otherwise deal with any buildings or chattels comprising part of the property of the trustees.
- e) To receive and use any moneys or other property given to the trustees for the purposes hereof.
- f) To operate bank accounts for the trust purposes on such terms as they consider appropriate from time to time.
- g) To exercise all the powers conferred in trustees by the Trustees Act 1956 and any amendment or re-enactment thereof.

4. **IT** shall be lawful for the trustees in the name of the trustees to keep on deposit or drawing account at any Bank or to invest in any securities authorised by law for trust investments any of the monies coming into their hands under the trusts hereby created.

5. **ANY** profits and other income (if any) of this trust shall be applied solely in promoting the objects set forth in clause 2 hereof and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or bonus or otherwise howsoever by way of profit to the trustees PROVIDED HOWEVER that subject to clause 6 hereof nothing herein contained shall prevent the reasonable payment in good faith of:

- a) remuneration to any officers, agents or servants of the trustees or other persons in return for any services actually rendered to the trustees, or
- b) out-of-pocket expenses, expenses relating to the administration of this trust, or
- c) interest at reasonable rates on moneys advanced by the trustees.

6. **NO** trustee in any way whether directly or indirectly may determine or materially influence the determination of or the nature or amount of any benefit or advantage or any income of any kind which shall be received by him or her relative to the carrying on of the operation of this trust or in any such way materially influence the circumstances in which such benefit advantage or income is received gained achieved afforded or derived. All payments to a trustee or associated person shall be limited to being relative and reasonable to that which would be paid at open market value.

7. THE trustees in carrying out the objects hereof shall have full power and authority:

- a) To delegate any of their power to committees consisting of such persons (including all or any of the trustees) as the trustees shall think fit for the purpose of the administration of the trusts hereby declared.
- b) To appoint a secretary and a treasurer for the trustees. The trustees may appoint one individual to hold one or both of the offices of secretary and treasurer.
- c) To receive and take any gift or donation of money or property for any of the purposes and objects of the trust herein declared whether subject to any special trust or not but so that the trustees may nevertheless decline to accept any gift or donation or to take over any property which has annexed to it any condition or obligation not approved by the trustees.

8. THE receipt of the trustees for any money paid shall be sufficient discharge for the same to any donor, purchaser, mortgagee, lessee, tenant or other person dealing with the trustees for money or monies worth and such donor, purchaser, mortgagee, lessee, tenant or other person shall not be bound or concerned to see to the application of the same money or rent or to see whether any resolution has been passed authorising the trustee to so act.

9. NO trustee or advisory trustee shall be liable for any loss not attributable to his or her own dishonesty.

10. ANY trustee may retire on giving one months notice in writing or sending the same to the registered office of the trustees.

11. TRUSTEES

11.1 ***Number of Trustees:*** There shall be a minimum of five (5) Trustees and a maximum of twelve (12) Trustees at any one time of the Trust and such Trustees shall constitute the Trust Board. Should a vacancy reduce the number of Trustees below five (5) the vacancy shall be filled as soon as practicable in accordance with the terms of this deed.

11.2 A person who has acted as a Trustee and who remains eligible to be appointed as a Trustee, may be eligible for reappointment as a Trustee for a further term or terms. Details of appointments and reappointments are to be entered in the minutes of the Trust Board meetings provided for by clause 12 of this deed.

11.3 The power of appointment of Trustees shall be vested in the Trustees as follows:

- (a) The Trustees in exercising their powers of appointment of new or additional Trustees shall have regard to the needs of the Trust and appoint those Trustees that provide the required knowledge, skills and experience on the Trust.
 - (b) Whenever any new or additional Trustees are required for the Trust the Trustees shall discuss at a Trust Board meeting the particular skills, expertise and representation that the Board may be requiring at that time and will put forward one or more names of people in the community who may fulfil this role.
 - (c) Trustees will decide on the process of appointment of any new trustees and this will be recorded as a resolution in the minutes of that meeting
- 11.4 If during the period of appointment the number of Trustees falls below five (5) then the power of appointing a new Trustee or Trustees shall be vested in the Trustees for the time being then holding office who shall be obliged to appoint sufficient new Trustees to bring the number holding office to at least five (5) and no more than twelve (12).
- 11.5 Conditions of Appointment of Trustees: It is a condition of being appointed as a Trustee that the person to be appointed:
- (a) has a commitment to living an abuse free lifestyle; and
 - (b) consents to disclosure by the New Zealand Police as to any information they may have in respect of the person being appointed.
 - (c) signs the Te Manawa Family Services Trust Board Agreement and Acceptance of Terms and Conditions as a member of the Trust Board
- 11.6 ***Cessation of office of Trustee:*** Any person shall cease to be a Trustee if he or she:
- (a) resigns as a Trustee by giving notice in writing to the Trust; or
 - (b) fails or neglects to attend three (3) consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance; or
 - (c) becomes of unsound mind; or
 - (d) becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise become unfit or unable to act as a Trustee; or
 - (e) becomes insolvent or commits an act of bankruptcy; or
 - (f) dies; or
 - (g) is convicted of a serious criminal offence; or
 - (h) is removed from office in accordance with the terms of this deed.

The Trustee concerned shall cease to hold office in a case where paragraph (b) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave, and in cases where paragraphs (c), (d), (e), (f), (g) and (h) apply from the date of the event mentioned.

- 11.7 **Resignation of Trustee:** A Trustee may resign by giving notice in writing to the other Trustees or to the Chairperson of the Trust. Upon the receipt of such notice the Trustee so resigning shall cease to be a Trustee of the Trust, except as to the acts and deeds necessary for the property vesting of the trust property in the continuing or new Trustees, which acts and deeds shall be done and executed at the expense of the trust property.
- 11.8 **Effect of removal of Trustee:** Upon the removal of a Trustee from office that person so removed shall cease to be a Trustee of the Trust except as to the acts and deeds necessary for the proper vesting of the trust property in the remaining Trustees which acts and deeds shall be done and executed at the expense of the trust property.
- 11.9 **Advisory Trustee:** An advisory Trustee or Trustees may be appointed and removed by the Trustees provided always that any advisory Trustee or Trustees so appointed shall have no voting rights.

12. MANAGEMENT OF THE TRUST

12.1 General:

- (a) The Trustees shall have the absolute management and entire control of the trust property.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust.
- (c) Any individual, whether or not a Trustee, may be appointed as an officer or employee of the Trust.

12.2 Meetings:

- (a) Trustees shall meet at such intervals as the Trustees may decide but not less frequently than six times in each year. The Trustees may invite to such meetings whatever other person or persons as the Trustees may decide will assist with their deliberations. The purpose of these meetings shall be to promote the objects of the trust and may include the approval of policies and documentation relating to services and the presentation of statements of income and expenditure for the period concerned.
- (b) The Trustees shall hold an annual meeting every calendar year within ninety (90) days of the end of the Trust's financial year. Not less than fourteen (14)

days notice shall be given of such meeting. A statement of accounts covering the financial affairs of the Trust shall be presented to the meeting.

- (c) Except as expressly provided otherwise by this deed any matter requiring decision at a meeting of the Trustees shall be decided, if possible, by way of consensus. If consensus cannot be reached by simple majority of the Trustees personally present and voting on the matter.
- (d) In the event of an equality of votes the Chair shall have a second or casting vote.
- (e) Except as expressly provided otherwise by this deed a resolution in writing signed by no less than four (4) shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by email, mail, text or facsimile shall be deemed to have been duly signed by that Trustee.
- (f) Not less than one half in number of the Trustees may at any time give notice convening a meeting of the Trustees. Such notice shall be given at least fourteen days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
- (g) The quorum for a meeting of Trustees shall be a minimum of three (3) Trustees then holding office.
- (h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication ("telephone") shall constitute a meeting of the Trustees and the provisions of this clause as to meetings of the trustees shall apply to such meetings provided the following conditions are met.
 - (II) Each Trustee then in New Zealand shall be entitled to notice of such a meeting by telephone and to be linked by telephone for the purposes of the meeting;
 - (II) Each of the Trustees taking part in the meeting by telephone must be able to hear each of the other Trustees taking part during the whole of the meeting.
 - (III) At the commencement and conclusion of such meeting each Trustee must state their attendance for the purpose of a meeting of the Trustees being held;
 - (IV) A Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (V) A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting by telephone unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.

A minute of the proceedings of any such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the Chairperson of the meeting.

12.3 ***Chair:***

The Trustees shall elect one Trustee to act as Chair, either from year to year, or for such period as the Trustees may decide.

12.4 ***Minutes:***

Minutes of the proceedings of all meetings of the Trustees shall be recorded by the Secretary and shall be signed by the Chair of the meeting at which the minutes are confirmed.

12.5 ***Bank account:***

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such persons (including in all instances at least one Trustee) as the Trustees may decide.
- (b) All cheques drawn on any account or accounts opened by the Trustees shall be signed by a minimum of two (2) people.

12.6 ***Accounts and audit:***

The Trustees shall cause true accounts for each year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.

13. TRUST BOARD

13.1 For the purposes of definition, the Trust Board is defined as a governance structure for Te Manawa Family Services and the Te Manawa Family Services Charitable Trust for the purpose of:

- a) Receiving, monitoring and approving annual budgets, financial statements and annual accounts.

- b) Receiving, considering and approving monthly reports and recommendations from the Manager, the Treasurer and committees of the Trust Board.
- c) Reviewing and approving all policies and procedures.
- d) Monitoring the development and practices of Te Manawa Family Services.
- e) Overseeing Te Manawa Family Services' process of recruitment, selection and accreditation of all workers and facilitators.
- f) Providing support and expertise for specific projects and agency development through participation in working parties

14. THE trustees shall have a Common Seal, which shall be affixed to documents in the presence of the trustees or any two of the trustees for the time being.

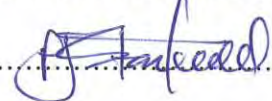
15. IT shall be lawful for but not obligatory upon the trustees in their absolute discretion to sell the trust property if and when the trust property shall no longer be used or required to the purposes and objects declared in clause 2 hereof and the net proceeds arising from such sale shall be applied to such approved charitable organisation within New Zealand as the trustees may determine or in default thereof as may be determined by a Judge of the High Court of New Zealand on application by the trustees.

16. THE trustees may (subject to the provisions of section 23 of the Charitable Trusts Act 1957) alter add or rescind this deed by resolution passed by not less than two trustees present at a trustee meeting of which at least one months notice has been given to all trustees specifying the alteration which is proposed PROVIDED HOWEVER that no alteration be made which would permit any part of the trust property to be applied to purposes which are not charitable according to the law of New Zealand and does not alter the charitable status of the trust with Inland Revenue.

17. THE Trust created by this Deed may be wound up voluntarily if the trustees at a meeting of which not less than two weeks notice has been given to all trustees so resolve and such resolution is confirmed at a subsequent meeting called for that purpose and held not sooner than the 28th day and not later than the 42nd day after the date of the original resolution. The trustees shall be empowered to direct unused assets if any to be applied in payment to such other approved charitable institutions within New Zealand whose objects are similar to the objects in clause 2 above. The receipt of the secretary or treasurer of any such institution shall be sufficient discharge to the trustees for any such payment or transfer. The trustees may by a majority decision in a meeting called for that purpose take such administrative action as may be necessary to formally and legally wind up this trust.


18. THE name of the Trust is TE MANAWA FAMILY SERVICES CHARITABLE TRUST.
In all respects the Trustees hereto confirm the terms of this Deed.

NAME: PHILIP STANFIELD..... as Trustee

SIGNED: ..... DATE: 17/09/2015.....

In the presence of:

NAME: Julie Miller..... as Witness

SIGNED: ..... DATE: 17.09.2015.....

NAME: PAULINE NIDD..... as Trustee

SIGNED: ..... DATE: 21/09/2015.....

In the presence of:

NAME: Julie Miller..... as Witness

SIGNED: ..... DATE: 21/9/2015.....

NAME: Ngel Allan..... as Trustee

SIGNED: ..... DATE: 21/9/15.....

In the presence of:

NAME: Julie Miller..... as Witness

SIGNED: ..... DATE: 21/9/15.....



Charity Summary

Registration Number:	CC20104
Registration Date:	22/11/2007
Charity Name:	Te Manawa Family Services Charitable Trust

Charity Details

Trading Name Te Manawa Family Services

Name Change History

Date of Change	Name
23/11/2007	Te Manawa Services Charitable Trust
01/07/2015	Te Manawa Family Services Charitable Trust

Registration Details

Registration Status:	Registered
Balance Date:	June 30
IRD Number:	76430489
NZBN Number:	9429043071661

Address for Service:

Charity's Postal Address: PO Box 368
Feilding 4740

Charity's Street Address: 116 Fergusson Street
Feilding 4702

Charity's other details

Phone:	(06)3238330
Fax:	(06)3239330
Email:	office@temanawa.org.nz
Website:	http://www.temanawa.org.nz
Facebook:	
Twitter:	
Social Network Name:	

Areas of Operation

New Zealand:	Manawatu - Wanganui
Percentage spent overseas	0

Purpose & Structure

Purpose

Te Manawa Family Services provides programmes and services aimed to reduce incidents of family violence, improve people's awareness of the impact of violence on everyone, increase safety and wellbeing for individuals and families, increase people's ability to handle emotions in a safe and respectful way, support adults to keep children safe and provide them with positive parenting, reduce incidents of bullying in schools, the community and at home and to provide people with understanding and tools to develop and maintain healthy and positive relationships

Entity Structure

Charitable Trust

Activities

Main Activity:	Provides services (e.g. care / counselling)
Activities:	Provides services, Provides advice / information / advocacy

Sectors

Main Sector:	Social services
Sectors:	Social services

Beneficiaries

Main Beneficiary:	Family / whanau
Beneficiaries:	Children / young people, General public, Family / whanau

Annual Returns

Date Submitted	For Year Ended	Total Income	Total Expenditure	Reference
11/10/2019	30/06/2019	771,469	795,013	AR013
31/01/2019	30/06/2018	725,909	858,970	AR012
21/11/2017	30/06/2017	770,186	824,660	AR011
02/11/2016	30/06/2016	834,893	786,423	AR010
19/11/2015	30/06/2015	616,348	553,150	AR009
21/01/2015	30/06/2014	557,477	577,185	AR008
30/01/2014	30/06/2013	503,307	502,584	AR007
30/01/2014	30/06/2012	502,208	466,777	AR006
15/11/2011	30/06/2011	515,145	563,670	AR005
28/01/2011	30/06/2010	668,179	621,759	AR004
11/01/2010	30/06/2009	671,726	633,514	AR003
04/12/2008	30/06/2008	562,245	494,650	AR002

Officer Details

Current Officers

Name	Officer Type	Position	Position Appointment Date
Margaret Kouvelis	Individual	Trustee	24/08/2011
Allan Wells	Individual	Trustee	22/07/2016
Stuart Atkins	Individual	Trustee	21/06/2007
Julie Miller	Individual	Trustee	19/09/2018
David Walker	Individual	Trustee	18/09/2001
Margaret Brown	Individual	Trustee	18/03/2020
Phil Stanfield	Individual	Trustee	13/07/2000
Bridget Williams	Individual	Trustee	01/04/2015

Past Officers

Name	Officer Type	Position	Last Date as an Officer
Paul Ropata	Individual	Trustee	30/10/2015
Julie Miller	Individual	Trustee	20/12/2015
Ken Hadley	Individual	Trustee	19/12/2012
Nigel Allan	Individual	Chairperson	19/09/2016
Raharuhi Koia	Individual	Trustee	19/08/2016
Joan Paki	Individual	Trustee	15/08/2018
Pauline Nidd	Individual	Trustee	08/02/2019

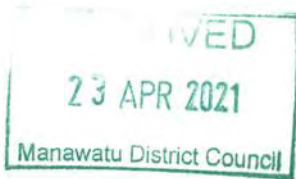
Rates Remission Application

Applicant details	
Valuation reference number(s)	1426001200
Name of organisation	Thames Street Brethren Chapel
Contact name	Lorna Fleming
Postal address	839 Kaimatarau Road R D 3 Palmerston North
Phone	0278239926
Email	lornamaybe@gmail.com
Website	
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC27766
What was the charity registration date?	30 June 2008
Please upload a copy of proof of charitable status	
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	work with children and their families; providing community events weekly, annually and during school holidays work as a charity; helping an supporting local residents with needs within the community providing a family environment to bring children through to the elderly together to learn from each other and from the Bible
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	Boys and Girls rally and Sunday School; teaches craft skills, arts, music, physical and sporting sills and caring for the community We provide comfort, friendship and support for widows, youth and the aged Monthly card making/craft held during a stamp and chat and coffee time
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	The hall is available and used by the local play centre for fundraising events arts crafts music and sports are a big part of the programmes used by the local community
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these	all activities and events are advertised in the local paper, the Rongotea times as well as the local FB page the noticeboard displays names and contact numbers

residents are given the opportunity to participate	all events and programmes are free of charge and open to the whole community
Estimated number of active members, clients or participants	50
Do other organisations use your facilities? If yes, please give details of these organisations	Rongotea play centre Rongotea stamp n chat
Please attach here a copy of your organisation's constitution	
Finance details	
Please attach here a copy of your most recent audited financial accounts	
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	Rongotea Chapel 2020-2021 - 2020-2021.pdf
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes

I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

2020-2021	Home Missionary	General	Missionary	Special	Total	Bank Balance
Opening Balance						\$10,530.89
April	\$650.00	\$850.00	\$650.00		\$2,150.00	\$10,516.88
May	\$650.00	\$700.00	\$750.00		\$2,100.00	\$9,471.35
June	\$775.00	\$1,480.00	\$1,555.00	\$2,660.00	\$6,470.00	\$14,774.96
July	\$650.00	\$1,060.00	\$1,035.00		\$2,745.00	\$15,446.91
August	\$555.00	\$1,628.41	\$590.00	1330	\$4,103.41	\$16,750.51
September	\$890.00	\$975.00	\$1,115.00	\$100.00	\$3,080.00	\$13,559.20
October	\$935.00	\$1,680.00	\$1,080.00		\$3,695.00	\$14,879.37
November	\$700.00	\$1,268.00	\$1,215.00	\$200.00	\$3,383.00	\$15,083.58
December	\$836.50	\$815.00	\$930.00		\$2,581.50	\$15,917.91
January	\$996.50	\$550.00	\$1,234.30		\$2,780.80	\$16,742.97
February	\$740.00	\$743.69	\$759.20	\$200.00	\$2,442.89	\$16,065.33
March	\$1,435.00	\$1,571.00	\$1,145.00		\$4,151.00	\$18,419.72
Totals for year to date	\$9,813.00	\$13,321.10	\$12,058.50	\$4,490.00	\$39,682.60	
Expenditure						
April		-\$64.01	-\$2,100.00		-\$2,164.01	
May	-\$1,600.00	-\$45.53	-\$1,500.00		-\$3,145.53	
June		-\$66.39	-\$1,100.00		-\$1,166.39	
July	-\$800.00	-\$173.05	-\$1,100.00		-\$2,073.05	
August	-\$1,700.00	-\$99.81	-\$1,000.00		-\$2,799.81	
September	-\$1,550.00	-\$3,071.31	-\$1,650.00		-\$6,271.31	
October	-\$900.00	-\$74.83	-\$1,400.00		-\$2,374.83	
November	-\$1,700.00	-\$478.79	-\$1,000.00		-\$3,178.79	
December	-\$700.00	-\$47.17	-\$1,000.00		-\$1,747.17	
January	-\$900.00	-\$55.74	-\$1,000.00		-\$1,955.74	
February	-\$1,400.00	-\$320.53	-\$1,400.00		-\$3,120.53	
March	-\$700.00	-\$96.61	-\$1,000.00		-\$1,796.61	
Total expenditure	-\$11,950.00	-\$4,593.77	-\$15,250.00	\$0.00	-\$31,793.77	
						\$0.00



Search site



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RATES REMISSION FOR CHARITABLE ORGANISATIONS

The purpose of granting rates support is to reduce the rating obligations on those community organisations that will benefit the Manawatū community.

Please note, applications close the last Friday of April each year.

Check criteria and apply

Please read the [Rates Remission Policy](#) (798KB pdf).

Applicant details

Valuation reference number(s) Required

14071 79700_a

Name of organisation Required*

The Church in Feilding

Contact name Required

Rangi Rata Roy Sterling

Postal address Required

170 North Street
Feilding 4702

344

Phone Required

06 323 4823 Roy 063236479

Email

minkstar@xtra.co.nz roybev44@gmail.com

Website



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Contact Us

P: 06 323 0000

F: 06 323 0822

public@mdc.govt.nz

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COMMUNITY STOCKTAKE

The Manawatu District Council is conducting a stocktake to better appreciate the value to the community of church activities. Please include as much information as possible, eg DVD and toy libraries, rest home visiting and services, rooms and buildings for hire.

What do you offer on site (in the church grounds)?	<p>Have National conferences</p> <p>Weddings Funerals</p> <p>Sunday gatherings</p> <p>Meals Together</p>
Are these offerings regular or random?	<p><input checked="" type="radio"/> Regular</p> <p><input type="radio"/> Random</p> <p>Hall can be used for Cival emergencycs</p>
How is the church involved off site?	<p>Home group mtgs</p> <p>counseling</p> <p>Home children mtgs</p>
Are these involvements regular or random?	<p><input checked="" type="radio"/> Regular</p> <p><input type="radio"/> Random</p>

Do you have any regular activities that are specifically for church people?

Yes

Are these church activities regular or random?

- Regular
- Random

What activities do you have for those outside the church?

Home group mtgs
Provide Food Necessities for familys
Spiritual Guidance
Bible Distribution
Counseling

Are these activities regular or random?

- Regular
- Random

Submit Form



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Contact Us

P: 06 323 0000
F: 06 323 0822
public@mdc.govt.nz

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Rates Remission Application

Applicant details	
Valuation reference number(s)	14091 654 01
Name of organisation	The Church of Jesus Christ of Latter-day Saints Trust Board
Contact name	Lei Chen
Postal address	30-34 West St, Fielding, New Zealand
Phone	+6421750387
Email	NZ-South-FM@ChurchofJesusChrist.org
Website	ChurchofJesusChrist.org
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC31692
What was the charity registration date?	09/05/1921
Please upload a copy of proof of charitable status	Certificate of Incorporation NZ Trust Board of Charities.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	We're your neighbours, friends, and family members—a community of believers trying to be a little better each day with Jesus Christ's help. And with 16 million of us in 30,000 congregations across 160 countries, there's room for anyone who wants to love, learn, and serve with us. For New Zealand - it's Nationwide.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	We are taught to serve others, no matter what religion, race or beliefs. Our charities help people during disasters.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	We provide a place of worship for our members and anyone who would like to worship and serve with us.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Everyone welcome to join in church services, activities and service projects.
Estimated number of active members, clients or participants	70
Do other organisations use your facilities? If yes, please give details of these organisations	No

Please attach here a copy of your organisation's constitution	
Finance details	
Please attach here a copy of your most recent audited financial accounts	
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact	Yes

details provided in this application, retaining and using these details	
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes

CERTIFICATE OF INCORPORATION

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS TRUST BOARD 210965

This is to certify that THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS TRUST BOARD was incorporated under the Charitable Trusts Act 1957 on the 9th day of May 1921.

Neville Harris

Registrar of Incorporated Societies
8th day of January 2010



Rates Remission Application

Applicant details	
Valuation reference number(s)	14101/09300 and 14101/09210
Name of organisation	The Order of St John
Contact name	Neelam Brown
Postal address	Private Bag 3215 Hamilton 3240 New Zealand
Phone	021899421
Email	property.central@stjohn.org.nz
Website	https://www.stjohn.org.nz/
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC35048
What was the charity registration date?	30th June 2008
Please upload a copy of proof of charitable status	Charities Commission Certificate.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	We are a National Charity that provides Ambulance Services and Community Health programmes. We have a vision to enhance the health and wellbeing for all New Zealanders have with equitable outcomes for all.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	<p>Rural Area Vision Statement: Providing emergency and community health services and support to the whole region, including the rural areas.</p> <p>Village Vision Statement: We provide community health services that support the health and wellbeing for all members of the community. Our services rely on local volunteers who give their time and support us through fundraising ventures that finance local health services support for the local community. We are very much part of the local community.</p>
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	As a emergency and community health service provider The Order of St John connect into the Councils "Community Development Strategy's Wellbeing Framework" currently providing support

	for emergency community situations along with future emergency preparedness solutions.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Our accessibility of services provided to the community is not limited to community health and emergency services. The Order of St John provide opportunities for Youth and
Estimated number of active members, clients or participants	Volunteers based out of the building – 30 Health shuttle, 6 Youth, 5 Area Committee, Operation's up to 20 Cadets – 50 members Staff – 4 administration / health shuttle, 8 Ops
Do other organisations use your facilities? If yes, please give details of these organisations	<p>Yes, other community groups use the hall.</p> <p>The facility is used regularly for:</p> <p>St John Youth Division Yoga x 3 different groups Pilates Tai Chi Hub Church Feilding Housie Steady as you Go Feilding Country Music Club Knitting Group 4WD Club Surfcasting club Parentline Incredible Years Alzheimers support meetings Other workshops and events for local organisations and businesses.</p> <p>The facility is utilised by a few hundred people every week. Let me know if there is anything else you need.</p>
Please attach here a copy of your organisation's constitution	CONSTITUTION - CRTB Deed of Amendment and Restatement of Rules.pdf
Finance details	
Please attach here a copy of your most recent audited financial accounts	Finance - Feilding Area Committee.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	Finance - Feilding Area Committee.pdf

Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	FIELDING - 37 BOWEN STREET - Property Title Report.pdf
Supporting information	
Is there any other information you would like to share that would support your application?	Have included a letter about The order of St John services overview with additional property title information.
Please attach any supporting documents here	Affiliation letter.pdf St John Mission Statement on Letterhead.doc 29 BOWEN STREET - Property Title Report.pdf Certificate of Title - Feilding Hall - 2011.pdf Certificate of Title - Feilding Station - 2011.pdf FIELDING - 37 BOWEN STREET - Property Title Report.pdf
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes
I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes

I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes



St John
Here for Life

To whom it may concern

This letter is to confirm that the Order of St John Central Region Trust Board (Charities Commission number CC35048) is a subordinate entity of the Priory in New Zealand of the Most Venerable Order of the Hospital of St John of Jerusalem (The Priory of the Order of St John, Charities Commission number CC35053).

The Priory of the Order of St John is the national governing body of St John in New Zealand and any charitable status it holds is extended to all subordinate entities, including the Order of St John Central Region Trust Board.

If you have any further questions regarding the Central Region Trust Board's affiliation to the Priory, please feel free to contact me.

Yours sincerely

Gary Connolly
Chief Financial Officer



Certificate of Registration

The Order of St John Central Regional Trust Board

This is to certify that The Order of St John Central Regional Trust Board was registered as a charitable entity under the Charities Act 2005 on 30 June 2008.

Registration number: CC35048

A handwritten signature in black ink, appearing to read "Sid Ashton".

Sid Ashton
Chair

A handwritten signature in black ink, appearing to read "Trevor Garrett".

Trevor Garrett
Chief Executive

22/04/2021



**Attn: Janine Hawthorn
Manawatu District Council
Private Bag 10001
Fielding 4743**

Dear Janine,

A snapshot of What we Do

Providing Ambulance Services throughout New Zealand will always be a core activity for St John, however we're also playing an increasing role in meeting the broader health needs of New Zealand communities.

We believe it's important to develop strong communities to help people live independently, get the social connections they need and improve their wellbeing. Central to everything we achieve is the energy and generosity of our volunteers and supporters.

Building resilient communities

Providing an effective Ambulance Service is central to developing strong communities. This core service is supported by our event *medical services* for everything from school fairs to major international sports matches.

To help people in hospital, we offer our *Friends of the Emergency Department and Hospital Friends services*, which provide non-clinical support to patients and their family and friends. .

Our Youth Programme encourages young people to develop personal strengths and care for others. They learn first aid and make friends in the process. We also provide a comprehensive range of adult *first aid training courses* to teach people the skills they need to act with confidence in an emergency. Complementary to our first aid training is our online shop for *first aid kits and supplies*.

Supporting independent living

We provide a *medical alarm* service to help people live safely, for longer, in their own homes. We're also working with key partners to develop solutions that will enable more effective monitoring of chronic illnesses from the patient's home.

This is complemented by our *Caring Caller* service, which provides a friendly phone call to check on someone's wellbeing. We have also established *Health Shuttles* in a number of areas to help people with impaired mobility attend essential appointments.

St John at a glance

St John is run and staffed by *people* who are passionate about serving their communities and caring for fellow New Zealanders. We are a charity and have a volunteer ethos, with paid and volunteer members working side by side.

Local and global

St John has existed in New Zealand since 1885 and is part of a global organisation known as the *Order of St John*, which is active in more than 40 countries. The Order of St John can trace its history back to a hospital set up in Jerusalem during the Crusades over a thousand years ago.

Those who work for St John are driven by the desire to help their local communities by providing essential health-related services. Our five Values - we do the Right Thing; we stand Side by Side; we Make It Better; we have Open Minds; we are Straight Up - help us to achieve our vision of 'enhanced health and well-being for all New Zealanders'.

St John is at the frontline of medical response providing *Ambulance Services* throughout New Zealand. We're also part of the broader landscape of health and social care, through our provision of *first aid training, event medical services, medical alarms, youth programmes* and a wide range of *community programmes*.

Yours sincerely

Neelam Brown | *Dip PC Support, AFMANZ, Member of REINZ – Licensed under REAA 2008*
Central Region Property Co-Ordinator - Corporate Operations
St John New Zealand | *Hato Hone Aotearoa*

M 027 865 2792

E neelam.brown@stjohn.org.nz

63-65 Seddon Rd | Frankton | Hamilton | New Zealand

Private Bag 3215 | Hamilton 3240 | New Zealand

www.stjohn.org.nz

New Zealand's most trusted charity

Our values

Ngā tikanga

We stand
**SIDE
BY
SIDE**

Tū Tahi

We respect, value and support what others contribute.

DO THE
**RIGHT
THING**

Mahi Tika

We take responsibility; we make the tough calls; we think of others.

We are
**STRAIGHT
UP**

Mahi Pono

We act with honesty, courage and kindness.

**WE MAKE
IT BETTER**

Whakapai Ake

We find solutions – step up, own it, do it.

**Open
Minds**

Whakaaro Nui

We listen openly; we encourage ideas; we welcome feedback.

8774833 C

(12)

95 Manchester St
Feilding



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Search Copy

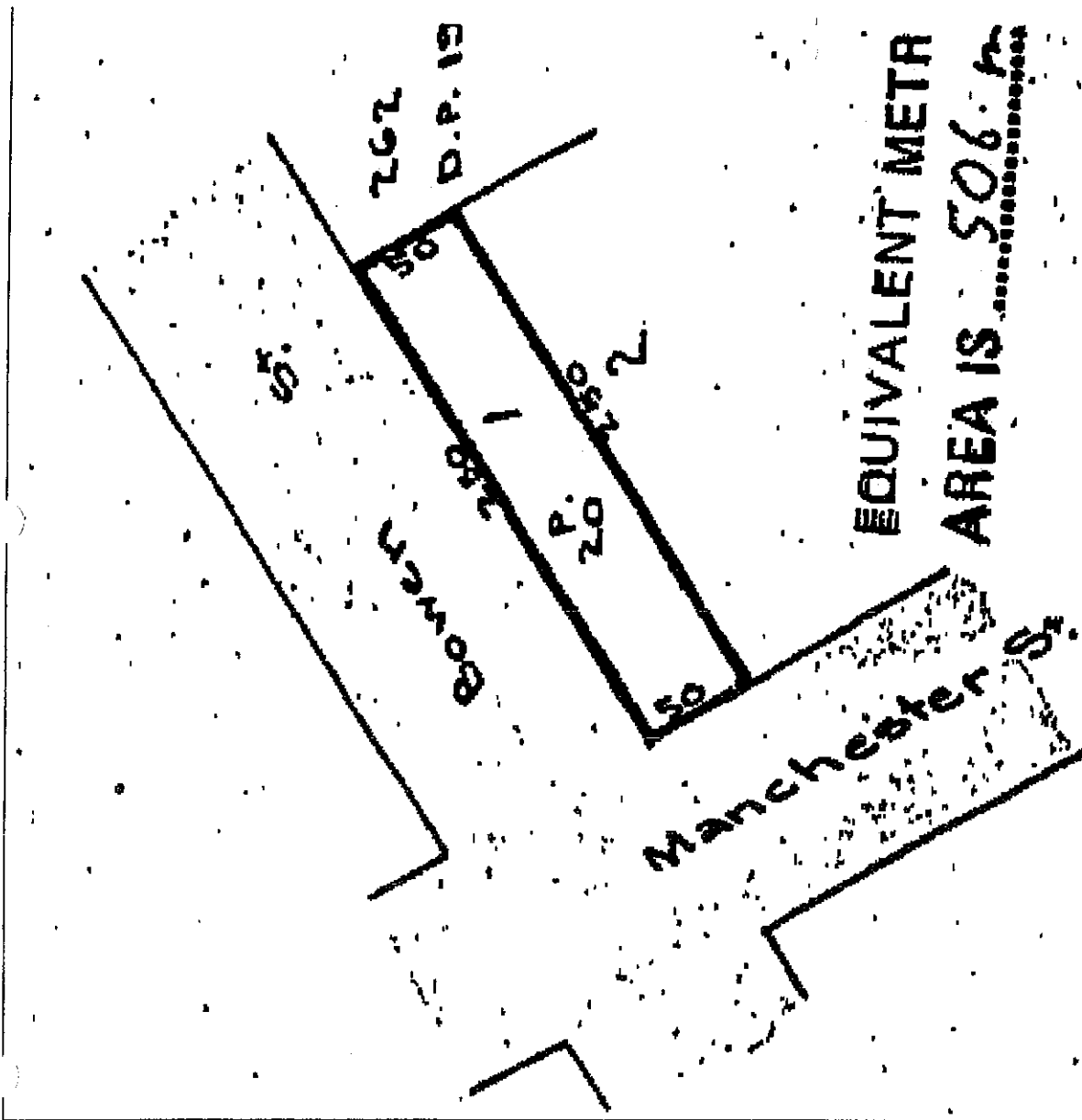
Identifier WN518/230
Land Registration District Wellington
Date Issued 27 September 1946

Prior References
WN36/127

Estate Fee Simple
Area 506 square metres more or less
Legal Description Lot 1 Deposited Plan 12885

Proprietors
The New Zealand Priory Trust Board

Interests



Property Guru

By  CoreLogic

Street Address: 37 Bowen Street, Feilding, Feilding
Valuation Address: 37 Bowen St, Feilding, Manawatu-wanganui Region

Property Details

Document Type:	Certificate of Title	Reference:	WN44C/24
Date Issued:	26 Feb 1996	Land District:	Wellington
Land Area:	778 m ²	Status:	Live
Legal Description		Estate	Parcel Share
LOT 2 DP 76729		Fee Simple	1/1

Owner

Owner Status	Title	Owner Name
Current	WN44C/24	The Order of St John Central Region Trust Board
Prior	WN44C/24	<i>The New Zealand Priory Trust Board</i>

Prior Title(s)

Date Issued	Certificate of Title	Land Area	Status
	WN578/112		Cancelled

Prior Title WN578/112 (Detail)

Titles Issued from Prior Title: WN578/112

Certificate of Title	Street Address	Valuation Address	Status
WN44C/24	37 Bowen Street	37 Bowen St	Live
WN44C/23		25 Manchester Sq	Live

Currency of Data

Survey and Title Data: 11 April 2021
CoreLogic Address Data: 16 April 2021

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8774833
29 Bowen St
Feilding

Ⓢ 11



**COMPUTER FREEHOLD REGISTER
UNDER LAND TRANSFER ACT 1952**



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R. W. Muir
Registrar-General
of Land

Identifier WN44C/24
Land Registration District Wellington
Date Issued 26 February 1996

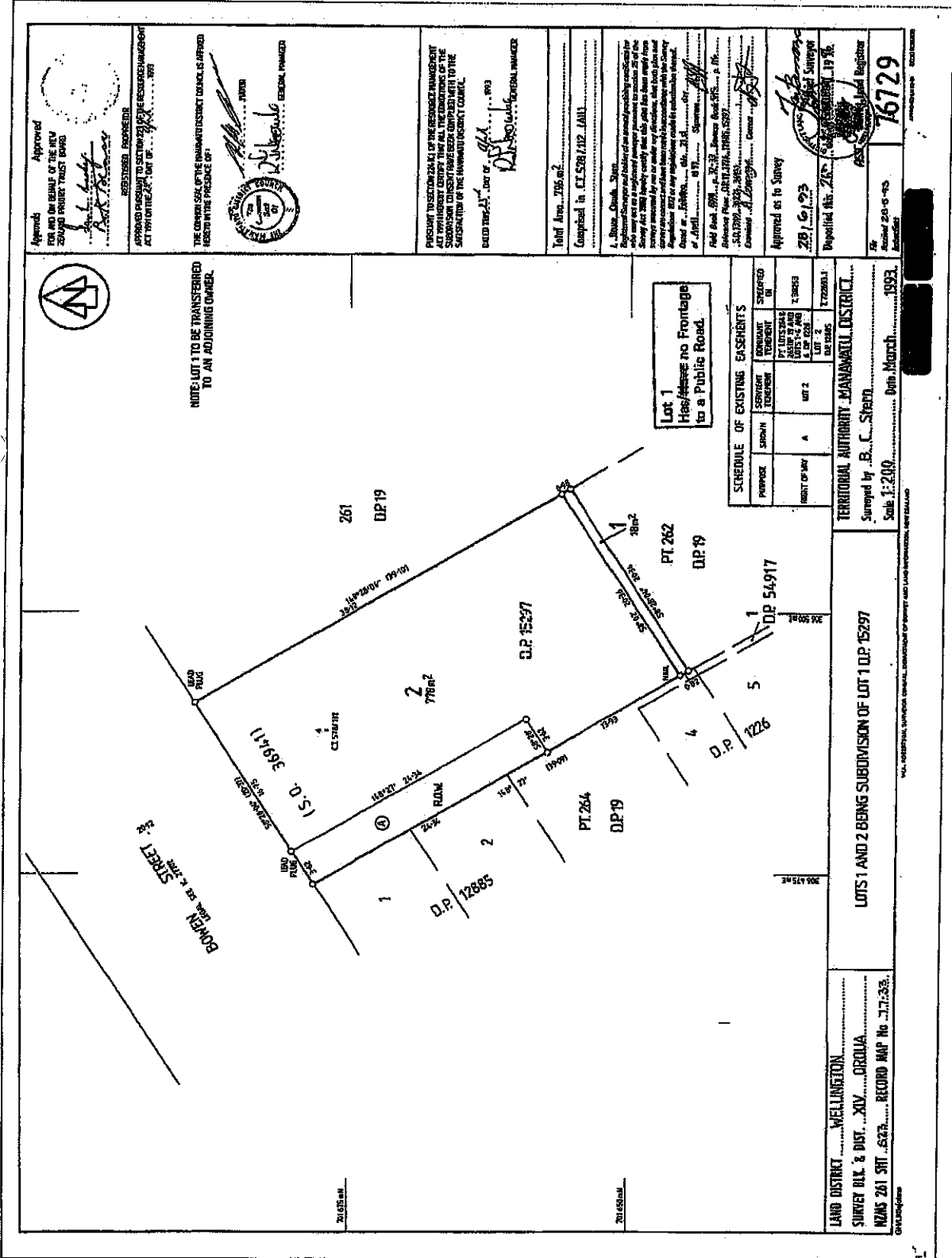
Prior References
WN578/112

Estate Fee Simple
Area 778 square metres more or less
Legal Description Lot 2 Deposited Plan 76729

Proprietors
The New Zealand Priory Trust Board

Interests

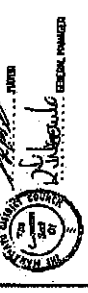
Subject to a right of way over part marked A on DP 76729 created by Transfer 38253
Subject to a right of way over part marked A on DP 76729 created by Transfer 722693.1



Approved
FOR AND ON BEHALF OF THE CITY
OF AUCKLAND
CITY ENGINEER
[Signature]

APPROVED FOR THE CITY ENGINEER
AT 11/01/93, 10:15 AM

THE COMMON SEAL OF THE TERRITORIAL AUTHORITY
HEREIN IN THE PRESENCE OF:
[Signature]



PREPARED AND DRAWN BY THE SURVEYOR
AND CHECKED BY THE SURVEYOR
SUBDIVISION CONSENT FORM BEING COMPLETED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE TERRITORIAL AUTHORITY ACT 1976.

Prepared in accordance with the
requirements of the Survey Act 1980
and the Survey Regulations 1982.
The Surveyor is not responsible for the
accuracy of the information provided in this
document.

1. State, County, etc.
2. Name of the landowner
3. Name of the surveyor
4. Name of the witness
5. Name of the witness
6. Name of the witness

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3. Name of the surveyor
4. Name of the witness
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4. Name of the witness
5. Name of the witness
6. Name of the witness



St John

Here for Life

Annual Report 2020

for

The Order of St John - Feilding Area Committee

The Order of St John - Feilding Area Committee

Statement of Financial Performance

for the year ending 30 June 2020

	This Year \$	Last Year \$
Income		
Commercial Income	1,209	994
Fundraising Income	34,039	90,769
Internal Income	17,161	11,962
Operations Income	1,384	2,098
Investment Income	6,062	5,825
Other Income	21,959	38,684
Other Transportation Income	11,867	23,802
Total Income	93,680	174,133
Expenses		
Computer & Communications	1,807	10,521
Consultancy & External Fees	352	639
Cost of Sales	87	2,759
Depreciation Expense	69,856	57,568
Internal Expenses	10,000	22,560
Labour Costs	43,624	42,200
Levies and Grants	57	435
Marketing Advertising and PR	1,962	2,475
Occupancy Costs	10,165	13,952
Office Expenses	2,279	2,617
Other Operating Costs	3,980	7,635
Other Personnel Costs	14,100	15,645
Projects and Minor Capex	680	1,202
Supplies	0	300
Vehicle Costs	41,619	31,789
Total Expenses	200,567	212,295
Net Profit/-Loss	(106,887)	(38,162)

The Order of St John - Feilding Area Committee

Statement of Financial Position for the year ending 30 June 2020

	This Year \$	Last Year \$
Current Operating Assets		
Cash & cash equivalents	71,311	137,674
Trade & other receivables	10,723	11,963
	<u>82,034</u>	<u>149,637</u>
Current Operating Liabilities		
Trade & other payables	6,780	12,352
	<u>6,780</u>	<u>12,352</u>
Net Operating Capital	<u>75,254</u>	<u>137,285</u>
Fixed Assets		
Property, plant & equipment	1,057,849	1,127,704
Reserved Investments		
Loans & Advances - Area Committees	115,000	90,000
	<u>115,000</u>	<u>90,000</u>
Net Assets	<u><u>1,248,103</u></u>	<u><u>1,354,990</u></u>
Reserves		
Surplus/-Deficit	(106,887)	(38,162)
Retained Earnings	1,354,990	1,393,151
	<u><u>1,248,103</u></u>	<u><u>1,354,990</u></u>

These summary financial statements have been extracted from the audited full consolidated financial statements of The Priory in New Zealand of the Most Venerable Order of the Hospital of St John of Jerusalem ('Parent') and its subsidiaries. The full consolidated financial statements have been prepared in accordance with Generally Accepted Accounting Practice in New Zealand ('NZ GAAP'). They comply with the New Zealand Equivalents to Public Benefit Entity Accounting Standards ("PBE") as appropriate for Tier 1 not-for-profit public benefit entities.



Gary Connolly

Deputy Chief Executive: Finance & Business Insights

The Order of St John - Feilding Area Committee

Notes to the financial statements
for the year ended 30 June 2020

	This Year	Last Year
	\$	\$
1. Cash & Cash equivalents		
Current Account	20,677	36,281
Investments	634	1,393
Term Deposits	50,000	100,000
TOTAL	<u>71,311</u>	<u>137,674</u>
2. Trade & Other Payables		
Trade Creditors	6,693	12,319
GST	87	33
TOTAL	<u>6,780</u>	<u>12,352</u>
3. Property, Plant and Equipment		
Land Cost	<u>184,490</u>	<u>184,490</u>
	184,490	184,490
Buildings Cost	1,042,900	1,042,900
Accm Depn	<u>(285,205)</u>	<u>(264,347)</u>
	757,695	778,553
Equipment Cost	42,422	42,422
Accm Depn	<u>(37,197)</u>	<u>(35,169)</u>
	5,225	7,253
Furniture and Fittings Cost	22,875	22,875
Accm Depn	<u>(21,364)</u>	<u>(21,030)</u>
	1,511	1,845
Vehicles Cost	397,814	397,814
Accm Depn	<u>(288,886)</u>	<u>(242,251)</u>
	108,927	155,563
Total	<u>1,057,849</u>	<u>1,127,704</u>

Property Guru

By  CoreLogic

Street Address: 29 Bowen Street, Feilding, Feilding
Valuation Address: 29 Bowen St, Feilding, Manawatu-wanganui Region

Property Details

Document Type:	Certificate of Title	Reference:	798205
Date Issued:	16 Nov 2017	Land District:	Wellington
Land Area:	414 m ²	Status:	Live
Legal Description		Estate	Parcel Share
LOT 2 DP 514357		Fee Simple	1/1

Owner

Owner Status	Title	Owner Name
Current	798205	The Order of St John Central Region Trust Board

Prior Title(s)

Date Issued	Certificate of Title	Land Area	Status
27 Sep 1946	WN518/230		Cancelled

Prior Title WN518/230 (Detail)

Titles Issued from Prior Title: WN518/230

Certificate of Title	Street Address	Valuation Address	Status
798205	29 Bowen Street	29 Bowen St	Live
798204	95 Manchester Street	93 Manchester St	Live

Currency of Data

Survey and Title Data: 11 April 2021
CoreLogic Address Data: 16 April 2021

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St John

Here for Life

Annual Report 2020

for

The Order of St John - Feilding Area Committee

The Order of St John - Feilding Area Committee

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for the year ending 30 June 2020

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The Order of St John - Feilding Area Committee

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ACFS2019/20

Gary Connolly
Deputy Chief Executive: Finance & Business Insights

The Order of St John - Feilding Area Committee

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for the year ended 30 June 2020

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GST	87	33
TOTAL	<u>6,780</u>	<u>12,352</u>
3. Property, Plant and Equipment		
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	184,490	184,490
Buildings Cost	1,042,900	1,042,900
Accm Depn	<u>(285,205)</u>	<u>(264,347)</u>
	757,695	778,553
Equipment Cost	42,422	42,422
Accm Depn	<u>(37,197)</u>	<u>(35,169)</u>
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Accm Depn	<u>(21,364)</u>	<u>(21,030)</u>
	1,511	1,845
Vehicles Cost	397,814	397,814
Accm Depn	<u>(288,886)</u>	<u>(242,251)</u>
	108,927	155,563
Total	<u>1,057,849</u>	<u>1,127,704</u>

**Deed of Amendment and Restatement
of Rules of the Order of St John
Central Region Trust Board**

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This Deed of Amendment and Restatement

is made on **6 March 2020**
by the Order of St John Central Region Trust Board (the '**Board**')

Background

- A The Board is governed by the Rules of the Order of St John Central Region Trust Board dated 14 May 1996 as subsequently amended most recently on 1 November 2017 ('**Existing Rules**').
- B Clause 15 of the Existing Rules allows the Board to alter or amend the Existing Rules in accordance with the following procedure:
- i The amendment be tabled at a Board meeting and have received the positive vote of 75% of the members of the Board present at the meeting;
 - ii The amendment would not enable the trust fund to be applied for any purpose that is not a charitable purpose; and
 - iii The Priory's written consent must have been obtained by the Board prior to the amendment being tabled at the Board meeting in accordance with i above.
- C The Board has resolved to vary the Existing Rules pursuant to the power under clause 15 of the Existing Rules, by substituting the Existing Rules with the provisions set out in the Annexure to this Deed ('**New Rules**'), without prejudice to the continuity of the trusts currently governed by the Existing Rules.
- D The Board noted that the substitution of the Existing Rules with the New Rules will not enable the trust fund to be applied for any purpose that is not a charitable purpose.
- E The Board has received written consent from the Priory to substitute the Existing Rules with the New Rules.


Covenants

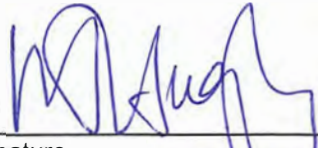
In accordance with the power of amendment contained in clause 15 of the Existing Rules, the Board hereby varies the Existing Rules by substituting all provisions of those rules in their entirety with the provisions of the Annexure to this Deed, to the intent and effect that from the date of this Deed, the trust governed to date pursuant to the Existing Rules continues in existence without interruption, but is administered in accordance with the provisions of the New Rules, being the rules contained in the Annexure to this Deed.



Executed as a Deed

By two authorised board members of
The Order of St John Central Region Trust Board:


Signature
KENNETH WILLIAMSON
Name
06 MARCH 2020


Signature
William Hughes
Name
9/3/20

Annexure

Rules of The Order of St John Central Region Trust Board

1 Interpretation

1.1 Definitions

In these Rules, the following terms have the following meanings except to the extent that the context requires otherwise:

'Area Committee' means a committee of the Priory which is elected to administer the affairs of the Priory in a prescribed area within the Central Region, under an agreement or other arrangement with the Board.

'Board' means the board of trustees of the Trust.

'Board Appointed Member' means one of the Board Members appointed pursuant to clause 9.4, or any member appointed under a previous version of the Rules replaced with those contained in this restated and amended Deed, and any Board Member whose tenure has been extended pursuant to clause 9.5b.

'Board Elected Member' means one of the Board Members elected pursuant to clause 9.3, or any member elected under a previous version of the Rules, replaced with those contained in this restated and amended Deed, and any Board Member whose tenure has been extended pursuant to clause 9.5b.

'Board Member' means a member of the Board including any member of the Board that has been appointed or elected under a previous version of the Rules replaced with those contained in this restated and amended Deed and any Board Member whose tenure has been extended pursuant to clause 9.5b.

'Chancellor' means that person appointed as Chancellor from time to time under the Priory Rules and Regulations.

'Charitable Purpose' means and includes that term as defined by the Charities Act 2005 and also means and includes every charitable purpose (whether religious, educational or otherwise) within New Zealand and which shall be regarded as charitable by the law for the time being in New Zealand, but only to the extent that any such charitable purpose is also regarded as charitable under any law of New Zealand relating to income tax for the time being in force in New Zealand.

'Deed' means this Annexure, together with the accompanying Schedules.

'District' means a district containing a group of Area Committees within the Central Region determined by the Board to make up a District Committee, which group may be varied by the Board from time to time under clause 7.4.

'District Committee' means a committee appointed by Area Committees pursuant to clause 7 to represent a group of Area Committees determined by the Board and to carry out functions determined by the Board.

'Executive Committee' means the committee described in clause 9.9.

'Financial Year' means the year ending on 30 June or any other date adopted by the Board as the date up to which financial statements shall be made in each year for the Trust.

'Invited Member' means a member of one of the Standing Committees of the Trust who has been invited by the Board to be a member of a Standing Committee pursuant to clause 23 of Schedule 1 of these Rules.

'Members' means members of the Priory as defined by Rule 5.1 of the Rules of the Priory in New Zealand of the Most Venerable Order of the Hospital of St John of Jerusalem.

'Central Region' means that area in the North Island of New Zealand south of a line drawn commencing on the west coast at a point opposite, but including, Limestone Downs, then northwest crossing State Highway 1 at the Mercer Bridge, then southeast to, and including, Patetonga on State Highway 27, then east, and including Tirohia on State Highway 26, then across to the coast at a point excluding Waihi Beach and Waihi Township as more particularly delineated in red on the plan annexed as Schedule 3.

'Nominations and Appointments Panel' means the standing committee appointed by the Priory Chapter to govern and oversee the nomination, appointment and election process for the appointment and election of Board Members.

'Order Members' means Members of the Most Venerable Order of the Hospital of St John of Jerusalem who are normally resident in New Zealand.

'Region General Manager' means that person appointed by the Board from time to time as the principal officer of the Trust.

'Royal Charter' means the Royal Charter of 1955 as supplemented by the Supplemental Royal Charter of 1974 as may be further supplemented, revoked or replaced from time to time.

'Rules' means these Rules of the Order of St John Central Region Trust Board, together with the accompanying Schedules.

'Standing Committee' means a specifically established committee of the Trust.

'Statutes' means the Royal Charter and Statutes of the Most Venerable Order of the Hospital of St John of Jerusalem (2004) and includes any amendments to revisions or re-enactments to the Statutes.

'St John the Baptist Day' means the 24th of June in any year.

'The Prior' means the person appointed as Prior pursuant to Rule 9 of the Priory Rules and Regulations.

'The Priory' means the Priory in New Zealand of the Most Venerable Order of the Hospital of St John of Jerusalem.

'The Priory Chapter' means the body constituted under Rule 11 of the Priory Rules.

'The Priory Rules and Regulations' means the rules and regulations of the Priory for the time being in force, and includes the schedules to those rules and regulations.

'The Priory Board' means the body constituted under Rule 13 of the Priory Rules.

'Triennium' means a period of three years commencing at midnight on the eve of St John the Baptist Day, calculated from 1999, and each such subsequent period.

'Triennium Year' means each third year ending at midnight on the eve of St John the Baptist Day, calculated from 1999.

'Trust' means the Order of St John Central Region Trust Board as governed by these Rules.

'Trust Fund' means:

- a all moneys, investments and property, both real and personal, which may be received and accepted by the Board as part of the Trust Fund from time to time; and
- b the funds, investments and properties held from time to time representing the above and accretions to and income from those funds, investments and properties.

1.2 **General construction**

In interpreting these Rules, the following rules must be applied unless the context requires otherwise:

- a Headings are for reference only and are not an aid in interpretation.
- b Words and phrases used in the Priory Rules and Regulations shall unless the context otherwise requires have the same meaning in these Rules, provided that, should there be any conflict in meaning between the Priory Rules and Regulations, the meaning in the Priory Rules shall prevail.
- c References to statutory provisions will be construed as references to those provisions as they may be amended, replaced or re-enacted or as their application is modified by other provisions from time to time.
- d References to a clause are to a clause of these Rules, as amended from time to time in accordance with these Rules.
- e Words importing the plural include the singular and vice versa and words importing gender import all genders.
- f Any reference to a **'law'** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, status, treaty or other legislative measure, in each case of any relevant jurisdiction (and **'lawful'** and **'unlawful'** shall be construed accordingly).
- g The words and expressions defined are indicated by initial capital letters for convenience. The absence of an initial capital letter shall not alone imply that the word or expression is used with a meaning different from that given by its definition.
- h Any reference to **'mutatis mutandis'** means making any necessary alterations to points of detail.

1.3 Authority and Status of these Rules

The provisions of these Rules are based on the provisions of the Priory Rules and Regulations and, in the case of inconsistency; a provision shall be construed, until amended, in a manner consistent with the Priory Rules and Regulations.

2 Continuation of Trusts

The continuation of the trusts established in accordance with the Trust's Rules dated 14 May 1996, as subsequently amended, on the basis of these Rules is confirmed.

3 Name of Trust

The Trust governed by these Rules shall be known and referred to as 'The Order of St John Central Region Trust Board' or, with the consent of the Priory, such other name as the Board may determine from time to time.

4 Objects

4.1 Objects

Subject to clause 4.4, the Board shall hold the Trust Fund upon trust for the objects set out in the fourth statute of the Statutes and any objects for the Trust set by the Priory from time to time.

4.2 Purposes and role

Acting in accordance with the authority delegated by the Priory, the Board shall hold the Trust Fund upon trust for the following purposes and roles:

- a to govern, administer, control, and manage all the affairs of the Priory in the Central Region in accordance with the Priory Rules and Regulations and these Rules.
- b to be responsible for and to assume all the business, undertakings and contractual obligations of the Priory in the Central Region and the employment and conditions of all personnel representing interests or undertakings of the Priory in the Central Region.

4.3 Property

When property is accepted or acquired by the Board for any or all of the general objects and purposes of the Trust, the Board may:

- a apply income from such property in or towards any of such objects and purposes as they may in their absolute and unfettered discretion deem necessary; or
- b accumulate such income until the same can in their opinion be usefully applied for all or any of such purposes in accordance with clause 4.

For the purposes of this clause, the word 'property' shall mean and include all forms of property with the intent that the word be construed as widely as possible.

4.4 Limited to Charitable Purposes

Notwithstanding anything to the contrary expressed in or implied by these Rules, the objects and purposes for which the Trust is established and the activities for which the Trust Fund may be applied, are limited to Charitable Purposes.

4.5 Limited to precepts embodied in the objects, purposes and powers of the Priory

The Trust adopts and declares its adherence to the charitable principles and precepts embodied in the objects, purposes, and powers of the Priory prescribed in Rule 7 of the Priory Rules and Regulations. The Board shall at all times observe and be subject to the Royal Charter, the Statutes, Priory Rules and Regulations, and all other rules and regulations made by the Priory from time to time and for that purpose will follow the directions imposed or given by the Priory.

5 Head Office

The head office of the Trust shall be in Hamilton or such other place as the Board may determine from time to time.

6 Membership

6.1 Membership

The members of the Trust are those Members who are ordinarily resident in the Central Region.

6.2 Termination

A Member will cease to be a member of the Trust if:

- a the Member ceases to be ordinarily resident in the Central Region; or
- b the Member's membership is terminated by the Priory in accordance with the Priory Rules and Regulations.

In the case of doubt, the Board shall be the absolute judge of whether or not someone has ceased to be ordinarily resident in Central Region.

6.3 Register of Members

A register of members of the Trust shall be maintained by the Region General Manager.

7 Districts and District Committees

7.1 Establishment

The Board may from time to time constitute Districts within the Central Region and within which there shall be established District Committees made up of persons appointed by each Area Committee within a District.

7


7.2 Role and functions

A District Committee will have the role and functions determined by the Board.

7.3 Procedures etc

The composition, quorum and procedures of a District Committee will be determined by the Board from time to time. Except as determined by the Board, a District Committee may meet, adjourn and otherwise regulate its meetings and proceedings as it thinks fit.

7.4 Composition and geographical areas and variation of same

There shall be eight Districts in accordance with the geographical areas of North Waikato, Waipa / King Country, Bay of Plenty, Lakes (Rotorua / Taupe), Taranaki, East Coast, Central (Manawatu), and Wairarapa / Wellington PROVIDED HOWEVER that from time to time the Board may vary the geographical areas of the Districts, the number of Districts, and/or the composition of a District Committee, but always in consultation with the affected Area Committees.

7.5 Disestablishment, re-establishment

The Board may disestablish any District Committee at any time and, if the Board thinks fit, re-establish that District Committee, always in consultation with the affected Area Committees.

7.6 Electoral Roll

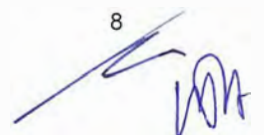
The Secretariat of the Nominations and Appointments Panel shall maintain and keep updated an electoral roll containing the contact details of the Members that are ordinarily resident in each District for the purposes of electing Board Elected Members under clause 9.3.

8 Powers of the Board

8.1 Powers of Board

In managing the Trust Fund the Board shall have the power to do all lawful things (not inconsistent with the objects and purposes of the Trust) that are incidental to or conducive to the attainment of the charitable objects and purposes set out in clause 4. Certain specific powers of the Board are outlined in Schedule 2 of these Rules. However, this clause 8.1 and Schedule 2 of these Rules are not intended and are not to be taken, either alone or in conjunction with any other clause or clauses, to suggest in any way that the Board is entitled to act as if it were the absolute owner of the Trust Fund for any purpose, other than the limited purposes set out in the first sentence of this clause 8.1, and the powers that the Board shall have and may exercise with respect to the Trust Fund shall at all times be subject to and within the limits of the authority delegated to the Board by the Priory from time to time.

Notwithstanding anything else in these Rules or in Schedule 2 contained or implied, bequests to the Trust that are required to be applied only in the Central Region shall not be subject to any direction from the Priory or the Priory Board that such funds shall be applied outside the Central Region and/or for any purpose other than that for which same shall have been bequeathed.



8.2 Management and administration of the affairs of the Priory in the Central Region

The management and administration of the affairs of the Priory in the Central Region shall be vested in and acquired by the Board which may subject to these Rules exercise all powers and discretion and do all things which the Trust is by these Rules or otherwise authorised to exercise and do.

8.3 Delegation of powers

The Board may delegate any or all of the powers, authorities and discretions exercisable by the Board under these Rules to any Standing Committee, attorney, agent or person as the Board directs. The Board may in delegating any of its powers, authorities and discretions delegate on such terms and conditions as are prescribed by the Board and may include a power of sub-delegation.

9 Board

9.1 Administration by Board

The Trust shall be administered by the Board.

9.2 Composition of the Board

The Board shall consist of not more than 12 and not less than six Board Members who shall be elected and appointed in the following manner:

- a Not more than eight and no less than four Board Elected Members elected in accordance with clause 9.3, or elected under a previous version of the Rules replaced with those contained in this restated and amended Deed, and any Board Elected Member whose tenure has been extended.
- b Not more than eight Board Appointed Members appointed by the Priory Board in accordance with clause 9.4, or appointed under a previous version of the Rules replaced with those contained in this restated and amended Deed, and any Board Appointed Member whose tenure has been extended.

9.3 Election of Board Elected Members

- a The Board Elected Members shall comprise of one Member from each District.
- b Where there is a vacancy in the position of a Board Elected Member, the Nominations and Appointments Panel, in consultation with the Chairperson of the Board, shall conduct a nominations and elections process using the District's electoral roll maintained under clause 7.6 provided that for the purposes of this clause 9.3, a vacancy in the position of a Board Elected Member does not occur if that Board Member's term is extended.
- c Once the process for nominations and elections has been completed under clause 9.3b, the Secretariat of the Nominations and Appointments Panel shall notify the Priory Board of the candidate with the highest votes, who shall confirm the appointment of that candidate as a Board Elected Member.

9.4 Appointment of Board Appointed Members

- a Where there is a vacancy in the position of a Board Appointed Member, the Nominations and Appointments Panel, in consultation with the Chairperson of the Board, shall conduct a nominations process for the purposes of presenting a list of candidates to the Board, provided that for the purposes of this clause 9.4, a vacancy in the position of a Board Appointed Member does not occur if that Board Member's term is extended.
- b The Board shall consider the list of candidates provided under clause 9.4a and will recommend the candidate that they consider appropriate to fill the vacancy on the Board to the Priory Board, who shall confirm the appointment of that candidate as a Board Appointed Member.

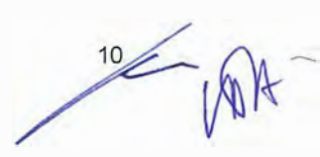
9.5 Term of Board Members

- a Subject to clause 9.5b, Board Members may hold office for one term of up to three years and may be eligible for re-appointment or re-election at the expiry of that term, provided that:
 - i the maximum consecutive terms that a Board Member may hold office is for two consecutive terms of three years, or six consecutive years in aggregate; and
 - ii any person who has held office for the maximum term as contemplated by clause 9.5ai may be eligible for re-appointment or re-election after a stand down of at least three years.
- b Notwithstanding the term for which a Board Member has been appointed or elected (including appointed or elected under a previous version of the Rules replaced with those contained in this restated and amended Deed), the Priory Board may, on recommendation from the Nominations and Appointments Panel, determine that a person may hold office for a term or terms that are longer than three years, provided the Priory Board considers it to be in the best interests of the Trust. On such recommendation the Priory Board may determine that the term or terms of a Board Member be extended (with such extension being deemed to render that Board Member's tenure to be continuous and not giving rise to a vacancy), provided that the term shall not be extended if it would result in that person holding office for more than 9 consecutive years. For the purposes of determining what is in the best interests of the Trust under this clause, the Priory Board may take into account:
 - i the health of any Board Member;
 - ii critical timing issues for the Trust; and
 - iii the range of diversity, skills and governance experience of the Board Members; or
 - iv any other factor that the Priory Board considers relevant for extending the term for a Board Member.

9.6 Board Members not to be employees

A Board Member must not be an employee of the Trust, the Priory Chapter, or the Priory Board.

9.7 Chairperson and Deputy Chairperson of the Board

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- a From 1 July 2014, the Chairperson and Deputy Chairperson of the Board shall be elected by a majority vote of the Board at the first Board meeting following 1 July in each year.
- b For the avoidance of any doubt, from the date of adoption of these Rules until 30 June 2014 the Chairperson and Deputy Chairperson shall be those appointed or elected prior to the date of adoption of these Rules, subject to any retirement, removal or other change made in accordance with these Rules.

9.8 Procedures of the Board and Standing Committees

The Board shall regulate its procedures and appointment of Standing Committees in accordance with Schedule 1 of these Rules as varied from time to time by the Board in accordance with clause 14.

9.9 Executive Committee

In the event that any matter must be addressed, with such urgency that a special Board meeting cannot be convened, or an out of session Board decision cannot be obtained in time, and subject to any limitations from time to time imposed by the Board, authority under these Rules is delegated to a Standing Committee known as the Executive Committee. The Executive Committee is comprised of the Chairperson, up to two other Board Members, and the Region General Manager, with any two acting jointly to make such decision or take such action as is necessary on behalf of the Board. Any such action shall be reported in full and confirmed at the next Board meeting.

9.10 Board and Committee Administration

The Region General Manager shall be responsible for the overall administration and support of the activities of all Board and Standing Committees.

9.11 Reimbursement of Expenses to Board Members

The Board and all members of Standing Committees may be reimbursed out of the income and assets of the Trust for all travel, hotel and other out of pocket expenses expended in attending Board and Standing Committee meetings or otherwise attending to the Trust's business.

9.12 Cessation of office of Board Members

- a A Board Member shall be deemed to have vacated office and a casual vacancy to have occurred if that Board Member:
 - i dies;
 - ii is absent from three consecutive Board meetings without specific leave of absence being granted by the Board;
 - iii shall cease to be able to manage his or her affairs in terms of the Protection of Personal and Property Rights Act 1988;
 - iv becomes bankrupt, insolvent, or makes any arrangement or composition with his or her creditors;
 - v resigns office by notice in writing to the Board;

- vi becomes prohibited from being a director of a company by reason of any order under Section 382 of the Companies Act 1993 or any statutory provision substantially re-enacting that section or to the like effect;
 - vii is or becomes ineligible to be an officer of a charitable entity under section 16 or section 31 of the Charities Act 2005 or any statutory provision substantially reenacting those sections or to the like effect;
 - viii is removed from office pursuant to clause 9.13;
 - ix is removed temporarily or permanently by the Priory pursuant to clause 20.1d; or
 - x ceases to be a Member.
- b The Board may by a vote of 75% of the Board Members present at a meeting of the Board (other than the Board Member who is affected) remove any Board Member who is charged with or convicted of a criminal offence punishable by imprisonment.

9.13 **Removal from office**

A Board Member may be removed from office in the following ways:

- a A Board Member or Board Members may at any Board meeting table a notice of motion of no confidence in another Board Member. The motion shall be carried when passed by a majority of votes of Board Members present at the meeting (such vote excluding the Board Member named in the motion). Such a motion of no confidence may only be discussed and voted on if not less than five business days' notice of the meeting has been given to all Board Members and either:
 - i the Board Member named in the motion is present at the meeting; or
 - ii if not able to be present at the meeting, the Board Member named in the motion has provided a written statement to the Board within two business days after the notice of meeting has been given and that statement has been circulated to all Board members at least two business days before the meeting.
- b if the Board Member named in the motion neither attends the meeting nor provides a written statement under clause 9.13a, the meeting may proceed to consider and vote on the motion of no confidence without the Board Member named in the motion being present.
- c If a motion of no confidence in a Board Member is passed, any Board Member may at the same meeting at which the notice of motion is passed table a notice of motion to remove the Board Member concerned. To pass such a motion, a vote of not less than 75% of Board Members in favour of such a motion will be required (such vote excluding the Board Member named in the motion). If the Board Member named in the motion to remove is present at the meeting, the meeting may proceed to consider and vote on the motion to remove. If the Board Member named in the motion to remove is not present, the meeting will be adjourned to a day within the following 14 days on which the Board Member concerned advises that he or she can attend a meeting and the other Board Members are able to attend. If the Board Member named in the motion to remove does not advise a day on which he or she can attend an adjourned meeting, or does not attend the adjourned meeting on the day advised, the adjourned meeting can proceed on the fourteenth day and the meeting may consider and vote on the motion to remove.

- d Any three or more Board Members, present at a Board meeting at which a vote is to be taken under clause 9.13a or clause 9.13c, may require that that vote be taken by secret ballot; and, if a secret ballot is required by three or more Board Members, that vote will be taken at the meeting by secret ballot.

10 Priory Board Proceedings of Board

The proceedings of the Board shall be regulated in accordance with the provisions contained in Schedule 1 of these Rules.

11 Annual General Meetings

The provisions relating to annual general meetings are contained in Schedule 1 of these Rules.

12 Conflict of interest

12.1 Disclosure of interests

- a A Board Member will be interested in a transaction to which the Board Member is a party if the Board Member:
 - i is a party to, or will derive a material financial benefit from that transaction;
 - ii has a material financial interest in another party to the transaction;
 - iii is a director, officer or trustee of another party to the transaction, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;
 - iv is the parent, child or spouse of another party to the transaction, or person who will or may derive a material financial benefit from the transaction; or
 - v is otherwise directly or indirectly interested in the transaction (except in his or her capacity as a Board Member).
- b As soon as a Board Member becomes aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, he or she must disclose to their co-Board Members at a meeting of the Board:
 - i if the monetary value of the Board Member's interest is able to be quantified, the nature and monetary value of that interest; or
 - ii if the monetary value of the Board Member's interest cannot be quantified, the nature and extent of that interest.
- c A disclosure of interest by a Board Member must be recorded in the minute book of the Trust.
- d A Board Member who is interested in a transaction may not participate in any discussion on the transaction nor vote on the transaction.

12.2 Dealing with Board Members' "interests"

ORDER OF ST JOHN | DEED OF AMENDMENT AND RESTATEMENT | DATED 12 AUGUST 2019

Subject to clause 12.1, each Board Member may act as a Board Member and still contract or otherwise deal with Board Members or the Board in his or her personal capacity or in any other capacity as if he or she had not been elected or appointed as a Board Member, and shall not be liable to account to the Trust for any profit or other benefit derived from any such arrangement. The right to continue to act as a Board Member will apply even though a Board Member's interest or duty in a particular matter may conflict with any duty he or she may have in respect of the Trust.

12.3 Professional account and influence

A person who, in the course of and as part of the carrying on of his or her business of a professional public practice, provides professional services to the Trust shall not, by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of clause 12.2.

12.4 Board to comply with restrictions

The Board, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 12.3 and 12.7 are strictly observed.

12.5 Board Member "interests"

Any Board Member who is or may be in any other capacity whatsoever personally interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall be entitled to act as a Board Member and subject to clause 12.1d, to exercise all of that Board Member's powers and discretions notwithstanding such interest, providing such interested Board Member has disclosed in writing the nature and extent of that Board Member's personal interest to the Board.

12.6 No private pecuniary profit of any individual

- a No Board Member or person with any control (as referred to in section CW42 of the Income Tax Act 2007) over the business of the Trust may direct or divert to their own benefit or advantage an amount derived from the business of the Trust.
- b No private pecuniary profit shall be derived from the Trust by any person involved in this Trust whether as a Board Member or otherwise, except that where it is considered appropriate by the Board:
 - i the Trust may pay reasonable and proper remuneration to any Board Member in return for special services actually rendered to the Trust beyond, and in addition to, his or her duties as a Board Member;
 - ii any Board Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Board Member or by any firm or entity of which that Board Member is a member, employee or associate in connection with the affairs of the Trust; and
 - iii any Board Member may retain any remuneration properly payable to that Board Member by any company or undertaking with which the Trust may be in any way concerned or involved for which that Board Member has acted in any capacity whatsoever, notwithstanding that that Board Member's connection with that

company or undertaking is in any way attributable to that Board Member's connection with the Trust.

12.7 **Restriction on benefits where recipient may influence benefits**

Except as expressly provided for elsewhere in these Rules, in relation to any business carried on by the Trust, no payments shall be made to any person who is:

- a a Board Member; or
- b a shareholder or director of any company by which the business of the Trust is carried on; or
- c a trustee of a trust that is a shareholder of a company by which the business of the Trust is carried on; or
- d an associated person (as defined by the Income Tax Act 2007) of any such Board Member, shareholder or director;

for work done or services rendered in connection with any such business nor shall, in the carrying on of any such business, any benefit or advantage (whether or not convertible into money) or any income of any of the kinds referred to in section CW42(8) of the Income Tax Act 2007 be afforded to, or received, gained, achieved or derived by such person where that person is able, by virtue of that capacity as Board Member, shareholder, director or associated person, in any way, whether directly or indirectly to determine, or to materially influence the determination of:

- e the nature or extent of a relevant benefit or advantage; or
- f the circumstances in which a relevant benefit or advantage is, or is to be, given or received.

12.8 **Exemptions**

The Board may resolve to suspend or relax the provisions of clause 12, except clauses 12.1d, 12.6 and 12.7, in respect of any particular proposal or transaction or to ratify any transaction which would otherwise contravene this clause.

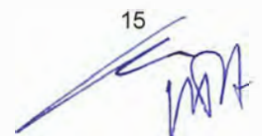
12.9 **Employees**

Employees of the Priory will not be eligible to be elected or appointed as Board Members. If a Board Member becomes an employee of the Priory, that Board Member will be deemed to have resigned on the date of their employment and a casual vacancy will be deemed to have arisen accordingly. For the purposes of this clause 12.9:

- a the word 'employee' means a person, other than a volunteer, who receives payment for work for St John in New Zealand other than out of pocket expenses; and
- b for the avoidance of doubt, a person does not cease to be a volunteer by reason only of receiving remuneration for specific work of limited duration.

12.10 **Standing Committees**

The foregoing provisions in this clause 12 shall apply mutatis mutandis to members of Standing Committees.



13 Responsibility of Board Member

13.1 Limitation of liability

No Board Member shall be liable for any loss other than those attributable to that Board Member's own dishonesty or to the wilful commission by the Board Member of any act known by that Board Member to be a breach of trust. No Board Member will be bound to take or be liable for failing to take, any proceedings against another Board Member for breach or alleged breach of trust.

13.2 Indemnity

Each Board Member and every person acting on behalf of the Board shall (except to the extent prohibited by law) be indemnified out of the Trust Fund for any personal liability incurred in respect of the exercise or attempted exercise of the trusts, powers and discretions vested in the Board pursuant to these Rules and in respect of any matter or thing done or omitted to be done in any way relating to the Trust (provided such liability is not attributable to his or her own dishonesty or to the wilful commission or omission by him or her of an act known by him or her to be a breach of trust), and shall have a lien on and may use any moneys for the time being in the hands or coming into the hands of the Board for the above indemnity. For the avoidance of any doubt, the indemnity provided under this clause extends to any costs reasonably incurred by any Board Member or former Board Member in defending or pursuing any legal proceedings relating to that person's Board membership or the administration of the Trust, except where an outcome of those proceedings includes a finding of an act of dishonesty or wilful commission by that person or an act known by him or her to be a breach of trust.

13.3 Standing Committees

The foregoing provisions in this clause 13 shall apply mutatis mutandis to members of Standing Committees

14 Revocation or amendment

These Rules may be altered, added to or rescinded by the Board complying with the following procedure:

- a Any proposed amendment must be tabled at a Board meeting and receive the positive vote of 75% of the members of the Board present at the meeting at which the amendment is tabled.
- b No alteration, addition or rescission to a clause shall be made which would enable the Trust Fund to be applied for any purpose that is not a Charitable Purpose, or that would compromise the effect of this restriction.
- c No clause shall be altered, added to or rescinded without the written consent of the Priory Chapter and such consent will be obtained by the Board in writing prior to the consideration of the alteration, addition, or rescission at the Board meeting referred to in sub clause a above.

15 Winding up

15.1 Voluntary winding up

The Trust shall be wound up upon a direction of the Priory to that effect or upon a resolution of the Board passed to that effect with the prior consent of the Priory.

15.2 Distribution

Upon a winding up for any reason, the surplus assets and funds of the Trust after payment of all liabilities shall be paid, applied, transferred or appropriated to the Priory or for other charitable purposes, in such manner as the Priory determines.

16 Execution of Contracts, Other Obligations

A contract or other enforceable obligation may be entered in to by the Board as follows:

- a an obligation which, if entered into by a natural person, would by law be required to be by deed, may be entered into on behalf of the Board by:
 - i two or more Board Members; or
 - ii a Board Member, or any other person authorised by the Board, whose signature must be witnessed; or
 - iii one or more attorneys appointed by the Board in accordance with these Rules;
- b an obligation which, if entered into by a natural person, would by law be required to be in writing, may be entered into on behalf of the Board in writing by a person acting under the Board's express or implied authority; and
- c an obligation which, if entered into by a natural person, is not by law required to be in writing, may be entered into on behalf of the Board in writing or orally by a person acting under the Board's express or implied authority.

17 Receipt of Funds

All money received on behalf of the Trust shall be receipted and banked into bank accounts in the name of the Trust and established by authority of the Trust. Such accounts shall be drawn upon only by any two of the authorised persons. In these Rules, 'authorised person' means:

- a any person who for the time being is by name, office, or position designated by the Trust as an authorised person for the purposes of this clause, and
- b any person belonging to any class of persons which is for the time being designated by the Trust as a class of authorised persons for the purpose of this clause.

18 Audit

The Trust's annual financial statements shall be audited, unless:

- a the Trust's annual financial statements form part of and are integrated into the consolidated financial statements for the Priory and the three Region Trust Boards; and

- b those consolidated financial statements are the subject of an audit; and
- c the Board is satisfied with the accounting policies, procedures and controls for the Trust.

Where the Trust's annual financial statements must be audited pursuant to this clause, the auditor shall be a Chartered Accountant appointed by the Priory Board. The auditor's remuneration shall be as fixed by the Priory Board.

19 Enquiry by Persons Dealing with the Trust

No person dealing with the Trust:

- a shall be concerned to enquire as to the validity, propriety, or regularity of anything done or purporting to have been done by the Trust or the Board in relation to the Trust's activities or the exercise purported exercise of its or their powers; or
- b shall be affected by notice of any invalidity, impropriety or irregularity in relation to such dealing, exercise or purported exercise of any such power or any such appointment.

20 Powers and Authority of the Priory

20.1 Additional powers of the Priory

The Priory shall, in addition to its powers and authorities set out in any other clause, have the following powers and authorities:

- a to vary the boundaries of the Central Region;
- b to provide policy directives to the Trust and/or the Board;
- c to vary the authority delegated to the Board by the Priory, or to withdraw that authority; and
- d to take such other action as the Priory considers appropriate in respect of the affairs of the Priory in the Central Region (including suspension of the operations of the Trust either temporarily or permanently and the removal and replacement of some or all of the Board Members either temporarily or permanently).

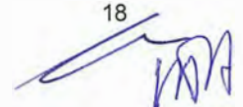
20.2 Board shall comply with policy directions and actions from the Priory

The Board will at all times immediately and continuously comply with all policy directions the Priory may make and actions that the Priory may take in accordance with this or any other clause.

20.3 Method of exercising powers

The Priory may exercise any of the above powers and any other power or authority contained in these Rules by the Prior (having supreme authority over the Priory pursuant to Rule 9.1 of the Priory Rules), by resolution of Priory Chapter (to the extent of its jurisdiction pursuant to the Priory Rules) and/or by resolution of the Priory Board in each case notified in writing to the Trust or the Board signed by any office holder of the Priory or by its chief executive officer and addressed to the head office of the Trust. Such notice will:

- a if sent by post, be deemed to have been received 48 hours after posting;



- b if delivered, will be deemed to have been received on the date of delivery; and
- c if sent by facsimile or other electronic means, will be deemed to have been delivered on the date of transmission.

21 Nominations for Priory Board

On receipt of a request from the Nominations and Appointments Panel for nominations for appointment as members of the Priory Board, the Board shall nominate up to three potential candidates in accordance with Rule 13.7a of the Priory Rules.



Schedule 1 Procedural Provisions

Meetings of the Board

- 1 Subject to the express provisions of these Rules, the Board may meet, adjourn and otherwise regulate its meetings and proceedings as it thinks fit.
- 2 The Chairperson or any three Board Members may make a written request to the Region General Manager to convene a Board meeting. The request shall signify the nature of the proposed business. The Region General Manager shall as soon as possible convene a meeting to be held within twenty one days after the date on which the request was received.
- 3 It shall not be necessary to give notice of a Board meeting to any Board Member who has given notice of his or her intention to be outside New Zealand over the period during which the Board meeting is to be held.
- 4 The Board shall cause minutes to be kept recording:
 - a the names of the Board Members present at each meeting of the Board and its Standing Committees;
 - b all resolutions and proceedings at all meetings of the Board and its Standing Committees; and
 - c any interests that are disclosed pursuant to clause 12.1.
- 5 The Board will keep minutes of its meetings and will provide a copy to the Priory Board. Minutes signed by the Chairperson of the next succeeding meeting shall be prima facie evidence of the matters recorded and of the regularity of the meeting.
- 6 Every Board Member has one vote, provided that in an event of an equality of votes the Chairperson may exercise a second, or casting vote. A resolution is passed if it is agreed to by all Board Members present without dissent or if a majority of the votes cast on it are in favour of it.
- 7 Any three or more Board Members present at the Board Meeting at which a vote is to be taken:
 - a under clause 9.4b of these Rules to make a recommendation to the Priory Board for the appointment of a Board Appointed Member to fill a vacancy on the Board;
 - b under clause 9.7a of these Rules to elect a Chairperson and/or Deputy Chairperson of the Boardmay require that that vote be taken by secret ballot; and, if a secret ballot is required by three or more Board Members, that vote will be taken at the meeting by secret ballot.
- 8 A resolution in writing signed by all Board Members for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Board Members. Any such document purporting to have been sent by a Board Member by facsimile, telex, or other electronic means and bearing or appearing to bear the name and signature or an impression of the signature of the Board Member shall be conclusively deemed to have been signed by such Board Member.

- 9 A meeting of the Board may be held either:
- a by a number of Board Members, who constitute a quorum, being assembled together at the place, date and time appointed for the meeting, or at any Board Member's option; or
 - a by a number of Board Members, who constitute a quorum, participating in an audio, or audio and visual, communication by which all Board Members participating and constituting a quorum, can simultaneously hear each other throughout the meeting.
- 10 The Board may continue to act notwithstanding any vacancy in its number, provided a quorum is present.
- 11 The Board shall decide upon the frequency of Board and all Committee meetings.

Annual General Meetings

- 12 The annual general meeting of the Board will be held as soon as practicable after the end of the financial year and at such time and place as the Board shall determine.
- 13 An annual general meeting may be held either:
- a by a number of Board Members, who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
 - a by a number of Board Members, who constitute a quorum, participating in an audio, or audio and visual, communication by which all Members participating and constituting a quorum, can simultaneously hear each other throughout the meeting.
- 14 The business of the annual general meeting shall be to consider the annual report, the annual financial statements and the auditor's report (if the financial statements are audited pursuant to clause 18), and to transact any other business notified in the notice convening the meeting and any other business with which the Board agrees to deal.
- 15 At each annual general meeting, the Chairperson of the Board, or in his or her absence the Deputy Chairperson of the Board or another Board Member elected by the Board Members present, will preside and will present the annual report.
- 16 Members shall be entitled to attend the annual general meeting. A Member present at an annual general meeting shall not be entitled to vote on any matter but may address the meeting.
- 17 All Board Members present at an annual general meeting will have one vote and the Chairperson will have a second or casting vote in the event of an equality of votes.
- 18 The quorum for annual general meetings shall be the same as for Board Meetings.
- 19 Not less than twenty one days' notice shall be given of the annual general meeting. Notice shall be given by written notice sent by ordinary post or by electronic means to all Area Committees.
- 20 Any such notice sent shall be deemed to have been delivered 48 hours after posting (if sent by post) and on the date of transmission (if sent by electronic means) and shall be deemed to be notice of the annual general meeting to all Members.

- 21 If any irregularity occurs in relation to the convening of or any proceedings at an annual general meeting the meeting and all such proceedings shall be as valid and effectual as if no irregularity had occurred.

Standing Committees

- 22 The Board may, in addition to the Executive Committee, establish other Standing Committees as the Board, from time to time, may require. The Board may delegate any of its powers and authorities as it considers appropriate to a Standing Committee.
- 23 A Standing Committee, other than the Executive Committee, will be comprised of appropriate Board Members (one of whom will be appointed by the Board as Committee Chairperson) and persons chosen by the Board who are able to usefully contribute to the Committee agenda (in these Rules defined as 'Invited Members').
- 24 As a general principle, Invited Members should be fewer in number than the number of Board Members appointed to the Standing Committee. The decision as to whether to comply with this requirement is at the discretion of the Board. The Board may at any time, by resolution passed by a simple majority, remove an Invited Member from a Standing Committee.
- 25 The Board shall determine the term of office of the Chairperson, other Board Members, and Invited Members of Standing Committees.
- 26 In general terms, the function of each of the Standing Committees shall be:
- a to examine and recommend to the Board, through the Region General Manager, policies, procedures and priorities which shall attach to all activities for which the Standing Committee has a responsibility; and
 - b to exercise the authorities delegated to it from time to time by the Board.
- 27 The detailed terms of reference and responsibilities of each Standing Committee shall be established by the Board and may be varied from time to time at the discretion of the Board.

Attendance of Priory Chapter members at Meetings

- 28 Any Priory Chapter member shall be entitled to attend all or any Board meetings and to receive all papers and minutes for each meeting and be available for consultation and to offer advice to Board Members. However any Priory Chapter members so attending shall not be entitled to a vote at Board meetings.

Attendance of Management at Meetings

- 29 Appropriate management staff may be invited to attend all Board and relevant Standing Committee meetings to report to the Board/Committee concerned and be available for consultation and to offer advice to Board/Committee Members and if invited will attend. Management staff, in their capacity as such, shall not be entitled to a vote at either Board or Standing Committee meetings. The Chief Executive Officer of the Priory will be entitled to attend any meeting of the Board or a Standing Committee.

Quorum for the Board and Standing Committees

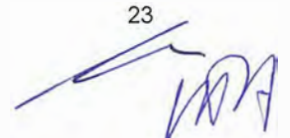
- 30 A quorum for the Board will be decided by the Board at the first meeting following each Triennium election, and the quorum for a Standing Committee will be decided by the Board at the time at which the Committee is appointed by the Board. However, in no case shall a quorum be less than half the membership of the Board or relevant Committee. A meeting will normally be chaired by the Chairperson or Deputy Chairperson of the Board or relevant Committee. In the absence of the Chairperson and Deputy Chairperson, providing a quorum is present, the chair may be taken by a Board or relevant Committee member elected by the members present. Invited Members will not be eligible for election as Chairperson of Standing Committees at any time.
- 31 There is no quorum for the Executive Committee.
- 32 If at any meeting a quorum is not present within half an hour from the time appointed for such meeting then the meeting shall stand adjourned to the same day in the next week. If a quorum is not present at that next meeting, those present and voting shall form a quorum.

Voting and Casting Vote of Chairperson

- 33 A matter is carried at any meeting if there is a quorum and a majority of votes in favour by those present and voting. All Board Members, Standing Committee members, and Invited Members of the Standing Committees will be entitled to vote at meetings. In the case of equality of votes, the Chairperson will have a second casting vote.

Chairperson and Deputy Chairperson of the Board

- 34 The Board may appoint any Board Member to fill any casual vacancy in the positions of Chairperson or Deputy Chairperson. A person so appointed, shall hold office for the balance of the term of the original appointee.
- 35 The Chairperson and/or Deputy Chairperson may be removed from office in accordance with the following procedure:
- a A Board Member may at any Board meeting table a notice of motion of no confidence in the Chairperson and/or Deputy Chairperson. The motion shall be carried when passed by a majority of votes of Board Members present at the meeting. Such a notice of motion of no confidence may only be tabled if the Chairperson and/or Deputy Chairperson is/are present at the meeting at which the notice of motion is tabled or if not less than 48 hours notice of the motion has been given to the Chairperson and/or Deputy Chairperson to enable the Chairperson and/or Deputy Chairperson to attend the meeting at which the notice of motion is tabled.
 - b If a motion of no confidence is passed, a Board Member may table a notice of motion to remove the Chairperson and/or Deputy Chairperson. To pass such motion a vote of not less than 75% of Board Members present at the meeting in favour of such a motion will be required.
 - c A motion removing a Chairperson and/or Deputy Chairperson from office shall not operate to remove such person as a Board Member.



- 36 Any three or more Board Members, present at the Board Meeting at which a vote is to be taken under clause 33 or clause 35, may require that that vote be taken by secret ballot; and, if a secret ballot is required by three or more Board Members, that vote will be taken at the meeting by secret ballot.

A handwritten signature in blue ink, appearing to be 'P.M.', is located in the bottom right corner of the page.

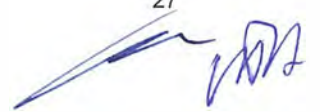
Schedule 2 Powers of the Board

- 1 The Board's powers shall include the following:
 - a To acquire, sell or dispose of any property in such manner and on such terms as the Board thinks fit.
 - b To invest any of the Trust's funds in any property or financial instrument and to vary any such investments from time to time.
 - c To acquire, carry on and dispose of any business or undertaking or any interest therein or to provide any services either alone or in conjunction with any other person on such terms as the Board thinks fit.
 - d To lease or bail and take on lease or bailment any real or personal property on such terms as the Board thinks fit.
 - e To maintain, improve, manage, develop, build on or subdivide any property in such a manner as the Board thinks fit.
 - f To borrow money (including on current account) for any purpose at such rate of interest and upon such other terms as the Trust thinks fit and no person lending money to the Board shall be bound to enquire as to the purpose of any such loan or see to the application thereof.
 - g To enter alone or together with any other person(s) jointly or severally, into any guarantee or indemnity and to authorise any company in which the Trust is interested to enter into any guarantee or indemnity.
 - h To renew or vary upon such terms as the Board thinks fit any mortgage charge, borrowings, debt, guarantee or indemnity.
 - i To give security by way of mortgage, charge, assignment or otherwise over the whole or any part of the Trust's property to secure any debt or other obligation of the Trust on such terms as the Trust thinks fit and to renew or vary any such security.
 - j To effect insurances or hedges of any kind of any property or other investment of the Trust or on the life of any person, or in relation to the acts or omissions of any Board Member, member or employee of the Trust.
 - k Subject to clause 9.6, to employ any person at such remuneration and on such terms as the Board thinks fit and to delegate any duties to any employee.
 - l To solicit and raise by public appeal or otherwise donations and other contributions for the activities of the Trust.
 - m To publicise the activities and services of the Trust.
 - n To appoint agents to act on behalf of the Trust and to delegate to them such functions and powers as the Trust thinks fit.
 - o To elect from time to time a Patron and Vice Patrons of the Trust.

- p To create sub-trusts to receive and hold investments or property upon trust to or for the benefit (in whole or in part) of a District, projects or organisations within the Central Region.
 - q To seek support from companies, firms, individuals, trusts, statutory bodies, local and central government to assist in the work of the Trust in the Central Region.
 - r To co-operate with any other agencies providing similar services to those provided by the Trust.
- 2 For the purposes of this Schedule the words 'investments' and 'property' shall mean and include all forms of investments and property to the intent that such words will be construed as widely as possible.
- 3 Notwithstanding anything contained in these Rules, the powers of the Board shall be limited and restricted at all times so that those powers shall be exercised only in a manner consistent with the definition of charitable purposes as defined in the Income Tax Act 2007 and/or the Charities Act 2005 as amended from time to time, or in any Act passed in substitution of any such Act.
- 4 For the avoidance of doubt, the provisions of this Schedule:
- a are intended to describe the powers that the Board shall have, and may exercise, with respect to the Trust's funds or property but always subject to, and within the limits of, the authority delegated by the Priory; and
 - b are not intended, and are not to be taken, either alone or in conjunction with any other provisions of these Rules, to suggest in any way that the Board is entitled to act as if it were the absolute owner of the Trust's funds or property for any purpose that is not consistent with the authority delegated by the Priory or with the powers and authorities of the Priory under these Rules.

PROVIDED HOWEVER any bequest to the Trust that is required to be applied only in the Central Region shall not be subject to any direction from the Priory or the Priory Board that such funds be applied outside the Central Region and/or for any purpose other than that for which same shall have been bequeathed.

Schedule 3 Plan

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Rates Remission Application

Applicant details	
Valuation reference number(s)	14101 015 00; 14101 015 01; 1410 014 00
Name of organisation	The Salvation Army Property (NZ) Trust Board
Contact name	Property Administrator
Postal address	PO Box 6015 Marion Square Wellington 6141
Phone	04 8026269 ex 24232
Email	property@salvationarmy.org.nz
Website	
Legal status	
Are you currently registered as a charity?	Yes
What is your charity registration number?	CC37312
What was the charity registration date?	
Please upload a copy of proof of charitable status	Charities Commission 124 Manchester.pdf
Organisation details	
Please provide a brief outline of what your organisation's objectives are and your general area of benefit (geographical, sector etc)	The Salvation Army New Zealand, Fiji, Tonga, and Samoa Territory's mission statement is: "Caring for people, transforming lives and reforming society through God in Christ by the Holy Spirit's power." Our Area of Benefit includes all of the Manawatu District Council area, geographically, and we try to support any person in need, whether their need is material, emotional, social, or spiritual. Where we lack expertise or capacity, we refer.
Demonstrate how the purpose of your organisation aligns with Council's vision and outcomes	Feilding Corps of TSA shares the MDC vision of a connected, vibrant and thriving Manawatū District. We express this through the work of our Community Ministries, and through numerous groups and activities of the church. We support and care for our community through these services, groups, and activities.
Demonstrate how your organisation's service or services meet the current and future needs of Manawatū District residents	We provide emergency assistance to people who present to us. This assistance includes food, furniture, clothing, Manchester, and other household items, if required. This will be an ongoing part of our ministry to our community. We also have employed a part-time case worker

	who is responsible for those assistances, but also provides financial mentoring and advocacy services.
Demonstrate how accessible your property and the service or services your organisation provides are to Manawatū District residents as well as how these residents are given the opportunity to participate	Our office reception is open to any members of the public, Monday – Friday 10 am to 3 pm. Our Community Ministries is open on Tuesday and Friday mornings for food bank, but also on other days when staff are available. Our other weekly and monthly groups, activities, and special events are open to the public.
Estimated number of active members, clients or participants	Our church has approximately 50 groups, activities, community ministries, and church services we run each month. All of these are open groups/services available for anyone to access. Numbers vary for many reasons, but on average, approximately 750 people per month currently access our various activities.
Do other organisations use your facilities? If yes, please give details of these organisations	
Please attach here a copy of your organisation's constitution	TSA Deed of Amendment and Restatement - March 2021.pdf
Finance details	
Please attach here a copy of your most recent audited financial accounts	Feilding EOY June 2020.pdf
If your organisation does not have its accounts audited yearly then please attach here a statement of current financial position that includes an income and expenditure statement or a copy of your unaudited management accounts	
Please attach here a copy of a lease agreement for the property (if not owned) to verify that you are responsible for paying the rates	
Supporting information	
Is there any other information you would like to share that would support your application?	
Please attach any supporting documents here	
Declarations	
I declare that the details in all sections of the application are true and correct to the best of my knowledge	Yes

I understand that the Council may disclose to, or obtain from, any government department or agency, private person or organisation, any information about our organisation for the purposes of gaining or providing information related to our organisation	Yes
I understand that Council will be advised of any significant change to our finances between the date of this application and the date of decision-making	Yes
I declare that all reasonable information has been provided to support our application	Yes
I understand that the Manawatū District Council is bound by the Local Government Official Information and Meetings Act 1987	Yes
I consent to the Manawatū District Council recording the personal contact details provided in this application, retaining and using these details	Yes
I understand that our name and brief details of our organisation may be released to the media or appear in Council documentation	Yes
I confirm that we have obtained the consent of all people involved to provide these details. I understand that we have the right to have access to this information	Yes
This consent is given in accordance with the Privacy Act 1993	Yes
On behalf of my organisation, I declare that all of the prior information is correct	Yes



The Salvation Army Feilding Corps Financial Statements for the Year Ended 30 June 2020

The financial statements and notes to the financial statements on pages 3-8 have been reviewed and fairly represent the information contained in the general ledger of The Salvation Army Feilding Corps at 30 June 2020.

The financial accounts of The Salvation Army Feilding Corps have been maintained in compliance with The Salvation Army accounting procedures and have been prepared on an accrual basis.

The attached financial statements concerning The Salvation Army Feilding Corps have not been subject to external audit.

The Salvation Army is committed to meeting the standards required of the not-for-profit sector and producing both consolidated 'general purpose' and 'centre-specific' financial statements.

The Salvation Army

Territorial Headquarters
Wellington

17 September 2020

TERRITORIAL HEADQUARTERS

202-204 Cuba Street, Te Aro, Wellington 6011, New Zealand. PO Box 6015, Marion Square, Wellington 6141, New Zealand.

Phone +64 4 384 4713 Fax +64 4 382 0716

Founders of The Salvation Army Catherine and William Booth. General Brian Peddle.

www.salvationarmy.org.nz

The Salvation Army Feilding Corps
Statement of Financial Performance
For the Year Ended Audit June 2020

	Notes	2020 \$	2019 \$
Income			
Donations & Grants		117,168	100,621
Fundraising Income		328,148	329,534
Investments & Rentals		972	1,366
Programme Income		8,547	5,455
Total Income		454,835	436,976
Expenses			
Personnel Costs		186,234	173,986
Depreciation		5,797	5,791
Financial Costs		2,226	896
Levies		42,587	41,672
Officer Costs		103,823	101,199
Programme Costs		67,010	50,423
Property Services		42,916	42,620
Sales Expenses		2,989	4,549
Total Expenses		453,582	421,136
Surplus/(Deficit) from Operations		1,253	15,840
Grants from/(To) The Salvation Army			
Grants from/(To) The Salvation Army	4	28,495	(54,587)
Net Grants		28,495	(54,587)
Surplus/(Deficit) before Appropriations		29,748	(38,747)
Appropriations			
Appropriations To Reserves		(8,917)	(4,779)
Appropriations From Reserves		5,797	7,647
Net Appropriations (To)/From		(3,120)	2,868
Surplus/(Deficit) after Appropriations		26,628	(35,879)

The Salvation Army Feilding Corps
Statement of Movement in Equity
For the Year Ended Audit June 2020

	2020 \$	2019 \$
Equity as at 1 July	172,987	211,733
Current Year Surplus/(Deficit)	29,748	(38,747)
Equity as at 30 June	202,735	172,986

The Salvation Army Feilding Corps
Statement of Financial Position
As At Audit June 2020

	Notes	2020 \$	2019 \$
Equity			
Capital Fund	2	31,964	32,845
Reserve Funds			
Restricted Purpose	2	34,548	34,548
Designated Purpose	2	28,400	24,400
General Reserve (Unrestricted Purpose)	2	107,822	81,194
Total Equity		<u>202,734</u>	<u>172,987</u>
Assets			
Non Current Assets			
Property, Plant and Equipment	3	- 31,964	- <u>32,844</u>
Current Assets			
Cash at Bank		9,410	21,755
Receivables & Prepayments		-	(109)
Related Party Receivable/(Payable)		181,237	137,977
		<u>190,647</u>	<u>159,623</u>
Total Assets		222,611	192,467
Liabilities			
Employee Entitlements		19,877	19,480
Payables		-	-
		<u>19,877</u>	<u>19,480</u>
Total Net Assets		<u>202,734</u>	<u>172,987</u>

The Salvation Army Feilding Corps
Notes to and forming part of the Financial Statements
For the Year Ended Audit June 2020

STATEMENT OF ACCOUNTING POLICIES

Reporting Entity

The Salvation Army Feilding Corps is managed and operates as an integral part of the Salvation Army in New Zealand.

[Corps]

The financial statements report the financial results and position of The Salvation Army Feilding Corps, activities include such things as; fundraising, church programmes, youth and children programmes, food parcels, welfare and community services.

[CM]

The financial statements report the financial results and position of The Salvation Army Feilding Corps, activities include such things as; advocacy, fundraising, community services such as budgeting, counselling, food parcels and welfare.

[EPlus]

The financial statements report the financial results and position of The Salvation Army Feilding Corps, activities include the advancement of education and foundation skills, specified outcomes (i.e. employment, further education etc) and ongoing support for clients.

[ASAS]

The financial statements report the financial results and position of The Salvation Army Feilding Corps, activities include such things as; drug and alcohol rehabilitation, problem gambling rehabilitation, personal development, and supportive accommodation.

[Supportive Accommodation]

The financial statements report the financial results and position of The Salvation Army Feilding Corps, activities include providing accommodation and services for people with specific needs.

[Specific]

There is a need to look at previous years reports for the likes of Hospice, Bethany and insert the appropriate wording if not covered by the above.

Summary of Significant Accounting Policies

a) Basis of Preparation

The financial statements have been extracted from the financial statements of The Salvation Army New Zealand which have been prepared in accordance with generally accepted accounting practice in New Zealand (NZ GAAP) using Public Benefit Entity Standards (PBE Standards), as appropriate for Not-For-Profit Public Benefit Entities (PBEs). They have been prepared on a historical cost basis.

The financial statements are presented in New Zealand dollars.

b) Cash and Cash Equivalents

Cash and cash equivalents in the balance sheet comprise cash at bank and in hand.

c) Receivables

Receivables are valued at their expected realisable value after providing for debts where collection is doubtful.

The Salvation Army Feilding Corps

Notes to and forming part of the Financial Statements

For the Year Ended Audit June 2020

d) Property, Plant and Equipment

Plant and Equipment is stated at historical cost less accumulated depreciation.

The Feilding Corps have the following classes of plant and equipment: Plant & Equipment, Office Equipment, Building Leasehold Improvements and Motor Vehicles.

Depreciation is provided on a straight line basis on all plant and equipment, at rates calculated to allocate the assets' cost or valuation less estimated residual value, over their estimated life.

Major straight line depreciation rates used are:

Plant & Equipment	5 to 10 percent
Office Equipment	10 to 33.3 percent
Building Leasehold Improvements	5 percent
Motor Vehicles	10 to 12.5 percent

e) Payables

Payables represent liabilities for goods and services provided prior to the end of the financial year that are unpaid at year end.

f) Employee Entitlements

Employee entitlements comprise liabilities for wages and salaries and annual leave in respect to employee's service at reporting date.

g) Leases

Operating lease payments are recognised as an expense in the statement of financial performance on a straight line basis over the lease term.

h) Revenue Recognition

Donations and gifts are recorded at the time of receipt. All other income is recorded on an accrual basis.

i) Income Tax

The Salvation Army New Zealand is exempt from Income Tax in terms of the Income Tax Act, 2007 Sections CW41, CW42, and CW43.

j) Other Taxes

Good and Services Tax (GST)

The Statement of Financial Performance has been prepared so that all components are exclusive of GST. All items in the Statement of Financial Position are stated exclusive of GST, with the exception of receivables and payables which include GST invoiced.

Changes in Accounting Policies

There have been no changes in accounting policies.

The Salvation Army Feilding Corps
Notes to and forming part of the Financial Statements
For the Year Ended Audit June 2020

RESERVES

Capital Fund

Capital Fund comprises that part of the equity of The Salvation Army New Zealand, which has been used to finance the purchase of property, plant and equipment, and is therefore no longer available for either that purpose or to finance operating expenses.

Reserve Funds

Reserves comprise appropriated income that has been set aside (instead of being spent on operating expenses) in order to provide ready resources to meet the financial requirements of The Salvation Army Feilding Corps (other than payment of expenses) and also to meet the specification of donors or benefactors.

Reserves are classified as follows:

Restricted

Amounts of which The Salvation Army New Zealand has authority to spend income and/or capital, but subject to a restriction imposed by the donor as to the specified services or activities in which, they may be spent.

Designated

Amounts of which The Salvation Army New Zealand has authority to spend the income and/or capital but which have been designated for specifically defined services, projects or purposes by The Salvation Army New Zealand in the exercise of its discretionary powers.

Unrestricted

Amounts of which The Salvation Army New Zealand has authority to spend the income and/or capital, which have not been designated for specified purposes by The Salvation Army New Zealand.

PROPERTY, PLANT AND EQUIPMENT

	2020	2019
Plant & Equipment		
At Cost	52,993	48,076
Accumulated depreciation	<u>(22,447)</u>	<u>(19,905)</u>
	30,546	28,171
Office Equipment		
At Cost	36,534	36,534
Accumulated depreciation	<u>(35,343)</u>	<u>(34,758)</u>
	1,191	1,776
Motor Vehicles		
At Cost	21,367	21,367
Accumulated depreciation	<u>(21,140)</u>	<u>(18,469)</u>
	227	2,898
Building Leasehold		
At Cost	-	-
Accumulated depreciation	<u>-</u>	<u>-</u>
	-	-
Total Property, Plant and Equipment	<u>31,964</u>	<u>32,844</u>

TRANSACTIONS WITH RELATED PARTIES

The Salvation Army Feilding Corps has transactions with other Salvation Army centres in New Zealand. Transactions may vary from centre to centre but may include:

Contributions by Centre

Levies are contributions made by the centre for property maintenance and the management and administration provided by other Salvation Army entities.

Contributions to Centre

Contributions are made to centres in the form of a support grant. This contribution provides a wide variety of church and community programmes and social services.

The Salvation Army Feilding Corps

Appreciation

For the Year Ended Audit June 2020

The Salvation Army acknowledges the following donors who have supported this operation during the current financial year.

Central Energy Trust	\$ 25,814.00
For Feilding covid-19	\$ 1,250.00
Mrs Yvonne Smith	\$ 100.00

The Salvation Army is grateful for our many friends who generously support our work. Our ability to deliver appropriate services in the community is greatly enhanced by the 'army behind the Army'. Please accept our sincere thanks.

Deed of Amendment and Restatement

relating to

Trust Deed of The Salvation Army New Zealand Trust

**Brian Peddle, General of the Salvation Army, by his Attorneys in
New Zealand Commissioner Mark Campbell and Colonel Gerald
Walker**

Date 22 March 2021

BELL GULLY

WELLINGTON 171 FEATHERSTON STREET
P O BOX 1291, WELLINGTON 6140, DX SX11164, NEW ZEALAND
TEL 64 4 915 6800 FAX 64 4 915 6810

This Deed of Amendment and Restatement is made on 22 March 2021

by (1) Brian Peddle, General of the Salvation Army, by his Attorneys in New Zealand Commissioner Mark Campbell and Colonel Gerald Walker

Recitals

- A. The Trust was established under the Incorporation Documents. It changed its name from The Salvation Army Property (New Zealand) Trust Board to its present name on 26 June 2003 and its current Trust Deed was adopted on 6 May 2011 and amended on 9 December 2016.
- B. The Trustees hold property in New Zealand for The Salvation Army, an unincorporated association pursuant to the terms of the United Kingdom Act. By section 5(1)(g) of the United Kingdom Act, the General is given various powers in respect of the trusts of The Salvation Army, including the power to declare, vary or revoke such trusts. The Trust is a trust to which section 5(1)(g) applies.
- C. The General wishes to exercise the power under section 5(1)(g) of the United Kingdom Act in the manner set out in this Deed. The General, through its duly authorised attorneys, has determined that the Trust Deed be amended and restated on the terms set out in this Deed.
- D. The amendment and restatement of the Trust Deed (upon the terms set out in this Deed) shall take effect from the date of this Deed.

1. Interpretation

1.1 In this Deed, unless the context requires, the following words have the following meaning:

Amended and Restated Trust Deed has the meaning given in clause 2.1(a);

General means the General of The Salvation Army, incorporated as a corporation sole in the United Kingdom under the United Kingdom Act;

Incorporation Documents means the Deed of Appointment dated 5 November 1931 as varied by a Deed of Variation of Trustees dated 15 April 1992 and the undated Deed of Variation;

The Salvation Army means the unincorporated association established by William Booth in or about the year 1865 with name of the Christian Mission and subsequently renamed and now known as The Salvation Army;

Trust means The Salvation Army New Zealand Trust;

Trust Deed means the trust deed of the Trust dated 6 May 2011, as amended by a deed of amendment on 9 December 2016;

Trustees means the trustees for the time being of the Trust and which are incorporated as a board under the Charitable Trusts Act 1957; and

United Kingdom Act means the enactment in the United Kingdom called the Salvation Army Act 1980.

2. Amendments and restatement of the Trust Deed

- 2.1 With effect on and from the date of this Deed:
- (a) the Trust Deed is amended and restated in the form set out in the Schedule to this Deed (the **Amended and Restated Trust Deed**); and
 - (b) the Trust shall be governed by the terms of the Trust Deed as varied by this Deed and references in the Trust Deed to "this Trust Deed" shall be interpreted as references to the Amended and Restated Trust Deed.
- 2.2 Other than as amended and restated by this Deed, the Trust Deed remains in full force and effect.

3. General

- 3.1 This Deed is governed by and is to be construed in accordance with the laws of New Zealand.
- 3.2 For the purposes of section 9 of the Property Law Act 2007 and without limiting any other mode of delivery, this Deed will be delivered by each party (each a **Delivering Party**) immediately on the earlier of:
- (a) physical delivery of an original of this Deed, executed by the relevant Delivering Party, into the custody of the other Delivering Party or its solicitors; or
 - (b) transmission by the relevant Delivering Party or its solicitors of a facsimile, photocopied or scanned copy of an original of this deed, executed by that Delivering Party, to the other Delivering Party or its solicitors.

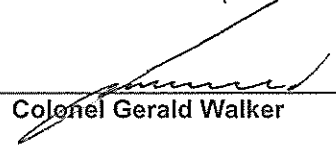
Execution

Executed and delivered as a deed.

SIGNED by Brian Peddle, the General
of The Salvation Army by his Attorneys
Commissioner Mark Campbell and
Colonel Gerald Walker
in the presence of:



Commissioner Mark Campbell



Colonel Gerald Walker



Witness Signature

ELKE SCHAEFER

Print Name

EXEC. ASSISTANT

Witness Occupation

WELLINGTON

Place of residence

Schedule: Form of amended and restated Trust Deed


Certificate of non-revocation of power of attorney

We, **Commissioner Mark Campbell** and **Colonel Gerald Walker**, do each certify:

1. By deed dated 15TH October 2020, the General of The Salvation Army (**Grantor**) jointly appointed us attorneys subject to the provisions of the deed.
2. As attorneys for the Grantor we have executed this Deed of Amendment and Restatement of Trust Deed.
3. To date we have not received any notice or information of the revocation of our appointment by the Grantor.

Dated 22 March 2021

Signed by Commissioner Mark Campbell
at Wellington in the presence of:



Witness



Commissioner Mark Campbell

ELKE SCHAEFER

Name of Witness

47 ONSLOW RD, WELLINGTON

Address

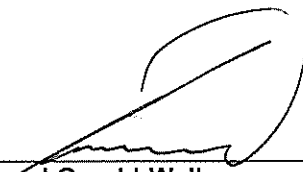
EXEC. ASST.

Occupation

Signed by Colonel Gerald Walker
at Wellington in the presence of:



Witness



Colonel Gerald Walker

ELKE SCHAEFER

Name of Witness

47 ONSLOW RD, WELLINGTON

Address

EXEC. ASST.

Occupation

Amended and Restated Trust Deed

relating to

The Salvation Army New Zealand Trust

Brian Peddle, General of the Salvation Army, by his Attorneys in New Zealand Commissioner Mark Campbell and Colonel Gerald Walker

Date

BELL GULLY

WELLINGTON 171 FEATHERSTON STREET
P O BOX 1291, WELLINGTON 6140, DX SX11164, NEW ZEALAND
TEL 64 4 915 6800 FAX 64 4 915 6810

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This **Amended and Restated Trust Deed** is made on

by (1) **Brian Peddle, General of the Salvation Army, by his Attorneys in New Zealand Commissioner Mark Campbell and Colonel Gerald Walker**

1. Preamble

- 1.1 The Trust was established under the Incorporation Documents.
- 1.2 The Trustees were incorporated as a Board under the Religious Charitable and Educational Trusts Act 1908 on 4 February 1932. The Board is now governed by the Charitable Trusts Act 1957 and it was incorporated under that Act on 26 June 2003.
- 1.3 On 26 June 2003 the Trust changed its name from The Salvation Army Property (New Zealand) Trust Board to its present name.
- 1.4 The Trustees hold property in New Zealand for The Salvation Army, an unincorporated association pursuant to the terms of the United Kingdom Act.
- 1.5 By section 5(1)(g) of the United Kingdom Act the General is given various powers in respect of the trusts of The Salvation Army, including the power to declare, vary or revoke such trusts.
- 1.6 The Trust is a trust to which section 5(1)(g) applies.
- 1.7 The General considers that there is a need to amend and restate the Incorporation Documents to be consistent with the Trusts Act 2019 and to enable The Salvation Army to better undertake in New Zealand the Objects of The Salvation Army.
- 1.8 The General, through its duly authorised attorneys, has resolved that the amendments and restatements to the Incorporation Documents contained in this Deed be adopted, with effect from the date of the applicable deed of amendment and restatement of this Deed.

2. Interpretation

- 2.1 In this Deed, unless the context requires, the following words have the following meaning:

Act means the Charitable Trusts Act 1957;

Associated Person means a person who is an associated person of the Trustees for the purposes of the exemptions from income tax for a tax charity as set out in the Tax Act;

Board means the Trustees of the Trust that are incorporated as a Board under the Act;

Chair means the Territorial Commander or, where an alternate has been appointed under clause 16.8 (and where the context requires), that person;

Charities Act means the Charities Act 2005 as from time to time amended, re-enacted or substituted;

Conflict Transaction is defined in clause 17.1;

Financial Year means each 12 month period ending on 30 June or such other date as may be determined from time to time by the Board;

General means the General of The Salvation Army, incorporated as a corporation sole in the United Kingdom under the United Kingdom Act;

Incorporation Documents means the Deed of Appointment dated 5 November 1931 as varied by a Deed of Variation of Trustees dated 15 April 1992 and the undated Deed of Variation and amended and restated by the Trust Deed dated 6 May 2011 and amended by the Deed of Amendment dated 9 December 2016;

Independent Person means a person who:

- (a) abides by the mission and values of The Salvation Army, as set out in the Territorial Governance Board Charter of The Salvation Army (New Zealand, Fiji, Tonga and Samoa) from time to time; and
- (b) is not:
 - (i) a "soldier" of The Salvation Army, although a former "soldier" can qualify as an "Independent Person";
 - (ii) an active or retired "officer" of The Salvation Army, although a former "officer" who is not a "soldier" could qualify as an "Independent Person"; or
 - (iii) a current employee of The Salvation Army;

Independent Trustees has the meaning given in clause 5.4;

Other Army Trustees has the meaning given in clause 5.4;

Net Income means, in relation to a Financial Year, the net income of the Trust Fund after payment of all expenses and other charges to be met from income;

Objects means the objects of The Salvation Army defined in section 3 of the United Kingdom Act as promulgated in the religious doctrines set out in Schedule 1 of the United Kingdom Act. Section 3 and the religious doctrines are repeated in clause 3 and Schedule 1 of this Deed;

Property means all property (whether real or personal) and includes choses in action, rights, interests and money;

Relative means any spouse, sibling (or half-sibling), parent or child (whether natural, step or adopted);

Special Position Trustees has the meaning given in clause 5.2;

Tax Act means the Income Tax Act 2007 as from time to time amended, re-enacted or substituted;

The Salvation Army means the unincorporated association established by William Booth in or about the year 1865 with name of the Christian Mission and subsequently renamed and now known as The Salvation Army;

Trust means The Salvation Army New Zealand Trust;

Trust Fund means all Property that is from time to time held by the Trustees for the purposes of the Trust including all additions to it of gifts, income and capital;

Trustees means the trustees for the time being of the Trust and which are incorporated as a Board under the Act; and

United Kingdom Act means the enactment in the United Kingdom called the Salvation Army Act 1980.

2.2 In this Deed, unless the context otherwise requires, any reference to:

- (a) a "power" includes any authority, discretion or right and any power may be exercised at any time and from time to time;
- (b) any legislation or other law includes any regulation, order-in-council or other instrument under it and any consolidation, amendment, replacement or re-enactment;
- (c) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (d) person includes an individual, body corporate, an association of persons (whether corporate or not and including a partnership and joint venture), trust, a state and an agency of state and a Crown entity, in each case whether or not having separate legal personality;
- (e) the singular includes the plural and vice versa;
- (f) a gender includes each other gender;
- (g) clauses, paragraphs, rules and schedules are references, as the case may be, to clauses of this Deed, paragraphs of the relevant schedule, rules of the relevant schedule and the schedules to this Deed.
- (h) an agreement includes the agreement as amended; and
- (i) legislation includes amendments to and re-enactments of that legislation.

2.3 Headings are to be ignored in construing this Deed.

3. Objects

3.1 The Trustees will stand possessed of the Trust Fund upon trust to pay or apply so much of the Trust Fund as the Board thinks fit for or towards any one or more of the Objects.

3.2 The Objects of The Salvation Army shall be the advancement of the Christian religion as promulgated in the religious doctrines set out in Schedule 1 to this Deed which are professed, believed and taught by The Salvation Army and, pursuant thereto, the advancement of education, the relief of poverty, and other charitable objects beneficial to society or the community of mankind as a whole.

3.3 The Trust was established to further the Objects.

4. Registration

4.1 The Trustees have registered the Incorporation Documents in accordance with the Act.

- 4.2 The Trustees will register this Deed with Charities Services (at the Department of Internal Affairs) in accordance with the Charities Act and the Tax Act.
- 4.3 The Trustees will ensure that the Trust remains registered and complies with all requirements of the Charities Act necessary to ensure continued charitable status under that Act and the Tax Act unless there is an amendment to the Tax Act or other relevant legislation that means that the charitable tax status of the Trust does not depend on compliance with the Charities Act.

5. Trustees

- 5.1 The Board shall comprise of:

- (a) three or four Special Position Trustees in accordance with clause 5.2;
- (b) up to four Other Army Trustees; and
- (c) up to four Independent Trustees,

provided that there are no more than a maximum of twelve Trustees in total at any given time.

Special Position Trustees

- 5.2 The persons who for the time being hold the offices of:

- (a) Territorial Commander of The Salvation Army in New Zealand (**Territorial Commander**);
- (b) Chief Secretary of The Salvation Army in New Zealand (**Chief Secretary**);
- (c) Territorial President of Women's Ministries of The Salvation Army in New Zealand (**TPWM**); and
- (d) any other specified office which is notified by the General to the Territorial Commander in writing from time to time as being an office for whom the holder should also be a Special Position Trustee, provided that the General has appointed the person who is the holder of that office as a Trustee in accordance with clause 5.9,

(together, the **Special Position Trustees**) shall each be a trustee of the Trust.

- 5.3 Each of the Special Position Trustees shall be a Trustee for only so long as they hold one of the offices referred to at clause 5.2 above. As soon as the holder of any of the offices referred to in clause 5.2 ceases to hold that office, such person shall immediately cease to hold office as a Trustee. A successor to any of the offices referred to in clause 5.2 is entitled to be appointed by the General as a Special Position Trustee in accordance with clause 5.9, in the place of the Special Position Trustee ceasing to hold office.

Other Army Trustees and/or Independent Trustees

- 5.4 The Chair (after having consulted with the "Nominations Committee" of the Trust or having received a recommendation from that "Nominations Committee"), may nominate:
- (a) up to four persons, who at the time of such nomination, are active or retired "officers" or active "soldiers" or employees of The Salvation Army, to be a Trustee (the **Other Army Trustees**); and

- (b) up to four persons, who at the time of such nomination, are Independent Persons, to be a Trustee (the **Independent Trustees**),

by notice in writing to the General. Any such nominated Other Army Trustee and/or Independent Trustee will become a Trustee on, and with effect from, the date on which the nominated Other Army Trustee and/or Independent Trustee is appointed as a trustee by the General.

- 5.5 An Other Army Trustee shall immediately cease to hold office as a Trustee if there is a "change" in the individual's relationship with The Salvation Army. For the purposes of this clause, a "change" means where the individual commences, or ceases to be: an employee of the Salvation Army, a "soldier", "active officer (whether warranted or commissioned)" or "retired officer" or any change notified by the General in writing to the Board from time to time. In the case of a "change", the former Trustee is eligible for re-appointment as a Trustee in accordance with clauses 5.2 and/or 5.4 if the applicable eligibility requirements under the relevant clauses are met.
- 5.6 An Independent Trustee shall immediately cease to hold office as an Independent Trustee if any of the circumstances in limb (b) of the definition of Independent Person ceases to be true in respect of that Trustee.
- 5.7 The Chair may (including if it has received a recommendation from any "Nomination Committee" of the Trust) recommend by notice in writing to the General that an Other Army Trustee and/or Independent Trustee be removed from office. Such Other Army Trustee and/or Independent Trustee shall immediately cease to hold office if the General revokes the appointment in accordance with clause 5.9(c).
- 5.8 Each Other Army Trustee and/or Independent Trustee shall be appointed as a Trustee for a three year period, subject always to clause 5.11. Following the expiration of the initial three year period, the Other Army Trustee and/or Independent Trustee may be re-appointed as a Trustee for up to two further three year periods subject always to clause 5.11 and by notice in writing from the General, provided that at the end of the maximum nine year consecutive period of appointment for that Other Army Trustee and/or Independent Trustee, such person must stand down for at least one year before the individual is eligible to be re-appointed as a Trustee under clause 5.4.

General's powers

- 5.9 The General may by deed:
 - (a) increase or decrease the number of Trustees;
 - (b) appoint a person to be a Special Position Trustee, including in the event that:
 - (i) any office that entitles the holder to be appointed as a Special Position Trustee, is vacant; or
 - (ii) the General has notified the Territorial Commander pursuant to clause 5.2(d) that the holder of a specified office is entitled to be appointed as a Special Position Trustee and the relevant appointee is the holder of that office;
 - (c) appoint Other Army Trustees and/or Independent Trustees in accordance with clause 5.4; and/or
 - (d) revoke the appointment of any or all of the Trustees.

Eligibility and cessation

- 5.10 A person disqualified by the Charities Act 2005 from being an officer of a charitable entity may not be a Trustee.
- 5.11 A person shall cease to be a Trustee if:
- (a) the Trustee resigns by notice in writing;
 - (b) the Trustee ceases to be a Trustee under clauses 5.3, 5.5, 5.6, 5.7 or 5.8;
 - (c) the Trustee becomes a person disqualified by the Charities Act 2005 from being an officer of a charitable entity;
 - (d) the Trustee dies; or
 - (e) the Trustee is removed by the General in accordance with clause 5.9(d).

6. Trustee duties

- 6.1 The mandatory duties as set out in subpart 1 of part 3 of the Trusts Act 2019 shall apply to the Trustees in the performance of their duties, specifically, the duty to:
- (a) know the terms of the Trust: section 23;
 - (b) act in accordance with the terms of the Trust: section 24;
 - (c) act honestly and in good faith: section 25;
 - (d) act to further the Objects: section 26; and
 - (e) exercise Trustee powers for a proper purpose: section 27.
- 6.2 Some of the default duties as set out in subpart 1 of part 3 of the Act shall apply to the Trustees in the performance of their duties, specifically, the duty:
- (a) not to exercise powers for the Trustees' own benefit: section 31;
 - (b) to give active and regular consideration to the exercise of Trustee powers: section 32;
 - (c) not to bind future discretions: section 33;
 - (d) to avoid a conflict of interest: section 34;
 - (e) not to profit from trusteeship of the Trust: section 36; and
 - (f) not to take a reward for acting as Trustee: section 37, except as set out in clause 6.3(c).
- 6.3 The remaining default duties as set out in subpart 1 of part 3 of the Act are excluded from applying to the Trustees in the performance of their duties, specifically, the duty:
- (a) to exercise care and skill that is reasonable in the circumstances: section 29;
 - (b) to invest prudently: section 30;

- (c) not to take any reward for acting as a trustee, but only for the purposes of enabling an Independent Trustee to be remunerated for services rendered to the Trust: section 37; and
- (d) to act unanimously: section 38.

7. Records

- 7.1 The Trustees shall maintain records of the activities of the Trust. The records may be in hard copy or electronic format.
- 7.2 The Trustees shall ensure that adequate arrangements are in place for the continuous retention (for the duration of the Trust) of documents and records relating to the Trust such as:
 - (a) the Trust Deed and Deeds effecting Trustee changes;
 - (a) correspondence and records on implementation of the Objects;
 - (b) minutes of Trustee meetings, written resolutions and/or other records setting out decisions on the activities of the Trust; and
 - (c) records of title, accounting, payroll and investment records, contracts in writing and other records created in the course of conduct of the activities of the Trust.
- 7.3 Each Trustee:
 - (a) shall retain a copy of the Trust Deed; and
 - (b) in the event of ceasing to be a Trustee, hand over to the Chair all documents and records relating to the Trust.
- 7.4 The Trustees must ensure that annual financial statements are prepared in accordance with relevant accounting standards and audited by a chartered accountant.
- 7.5 The Trustees shall appoint (or as applicable, re-appoint) an auditor to act for the following Financial Year on an annual basis.

8. Property

- 8.1 The Trust Fund comprises all Property in New Zealand that is currently held, or will be acquired in the future, by the Trustees.
- 8.2 In addition, all Property in New Zealand which the General is or may in future be possessed of as the General shall vest in the Trustees.

9. Application of income and capital

- 9.1 The Trustees may at any time pay or apply all or any of the income or capital of the Trust Fund to promote the Objects.
- 9.2 Any payment or application pursuant to clause 9.1:

- (a) shall be after the payment or provision for costs or expenses arising or expected to arise out of the Trust's activities; and
- (b) take account of any trust or obligation that may be impressed upon a part of the Trust Fund.

9.3 The Trustees may at any time resettle any of the income or capital of the Trust Fund on other purposes within New Zealand that are similar to the Objects and charitable according to the law of New Zealand, subject to the prior written final approval of the General.

10. Investment of the Trust Fund

10.1 The Board may invest all or any of the Trust Fund in investments that are permitted by the laws of New Zealand for the investment of trust funds.

11. Powers of the Trustees

11.1 The Trustees are hereby empowered to commence, carry on or undertake in New Zealand any activity that is consistent with or which otherwise relates to the Objects of The Salvation Army.

11.2 Subject to clauses 11.3 and 19, all powers and discretions of the Trustees may be exercised by the Trustees in their absolute discretion on such terms as the Trustees thinks fit.

11.3 In the exercise of the Trustees' powers and discretions the Trustees shall:

- (a) observe the mandatory and default duties set out in clause 6.1; and
- (b) not breach the Objects or clause 14.

11.4 Without limiting the provisions of clauses 11.1 or 11.2 the Trustees may undertake the powers, functions and activities set out in Schedule 2.

12. Power to Delegate

12.1 The Board may from time to time appoint any committee and may delegate in writing any of its powers and duties (at all times in accordance with the Trusts Act 2019) to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

12.2 Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the Trust.

12.3 Any committee must exercise any delegated power or duty in accordance with any written directions or guidance given by the Board.

12.4 Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

12.5 The Board may discharge or alter the composition or functions of any committee and, on the nomination of the Chair, will appoint the chair of each committee.

- 12.6 Except as directed by the Board in writing, a committee may determine its own procedure but must ensure that a record of the proceedings of every meeting of the committee is prepared and made available to the Board as required by the Chair.
- 12.7 It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

13. **No Inquiry**

No person dealing with the Trustees shall be concerned to inquire as to the validity or propriety of anything done or agreed to be done by the Trustees.

14. **Prohibition on private pecuniary profit**

The Trustees shall not receive any form of private pecuniary profit from the Trust. In the conduct of the activities of the Trust:

- (a) any income, benefit or advantage shall be applied to promote or advance the Objects;
- (b) subject to clause 14(c), the Trustees shall not receive any form of private income, benefit or advantage from the operations of the Trust;
- (c) a payment may be made to the Trustees for goods or services that promote or advance the Objects but only if the payment is reasonable and relative to payments that would be made between unrelated parties; and
- (d) the provisions and effect of this clause shall not be removed from this Deed and shall be included and implied in any document replacing this Deed.

15. **Limitation of liability and indemnity**

- 15.1 No Trustee is liable for the consequence of any act or omission or for any loss, unless the consequence or loss is attributable to:
- (a) the Trustee's dishonesty;
 - (b) the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust;
 - (c) the Trustee's gross negligence; or
 - (d) the wilful omission by the Trustee of any act when the omission is known by the Trustee to be a breach of trust.
- 15.2 No Trustee is bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust by the co-Trustee.
- 15.3 To the maximum extent permitted by law, no Trustee is liable for any loss or cost to the Trust by any breach of trust or the default of any special trust adviser, attorney, delegate, manager, volunteer, agent or employee appointed, engaged or employed by the Trustee.
- 15.4 To the maximum extent permitted by law, each Trustee is fully indemnified by the Trust for any loss or liability incurred in the carrying out or omission of any function, duty or power of

the Trustee and in respect of any expenses incurred by the Trustee in the management and administration of the Trust.

- 15.5 The indemnity in clause 15.4 does not extend to a loss or liability that is attributable to:
- (a) the Trustee's dishonesty;
 - (b) the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust;
 - (c) the Trustee's gross negligence; or
 - (d) the wilful omission by the Trustee of any act when the omission is known by the Trustee to be a breach of trust.
- 15.6 The indemnity given by this clause extends to any loss or liability which a person after ceasing to be a Trustee incurs through the carrying out of any function, duty or power of the Trustee, whether the carrying out took place before, during or after the period in which the person was a Trustee.

16. Voting and Board meetings

- 16.1 The Trustees for the time being shall constitute the Board.
- 16.2 The Territorial Commander shall be the Chair of the Board.
- 16.3 No business at a meeting shall be conducted unless a quorum is present. A quorum for a meeting of the Trustees shall be a majority of the Trustees (including the Chair and at least one Independent Trustee). If a quorum is not present within 30 minutes, the meeting may be adjourned to any time and place that the Board agrees.
- 16.4 A meeting of Trustees may be held:
- (a) in person by the number of Trustees who constitute a quorum, being assembled together at the place, date and time of the meeting;
 - (b) by means of audio or electronic communication by which all Trustees participating and constituting a quorum can simultaneously hear or communicate with each other throughout the meeting; or
 - (c) a combination of both methods described in (a) and (b) above.
- 16.5 Each member of the Board shall have one vote and, unless otherwise stated in this Deed, all decisions must be passed by majority vote at a Board meeting.
- 16.6 In the event of an equality of votes the Chair of the Board shall have a casting vote in addition to his or her deliberative vote.
- 16.7 A resolution in writing, signed or assented to by a majority of the Trustees (including the Chair and one Independent Trustee) entitled to vote on that resolution, is as valid and effective as if it had been passed at a meeting of the Trustees duly convened and held. Each Trustee must be given notice of the form of any proposed written resolution. Any such resolution may consist of several documents (including .pdf scans or other similar means of communication) in like form, each signed or assented to by one or more Trustees (whose

assent may be given by electronic communication, including email). A copy of any such resolution must be entered in or kept with the records of Trust proceedings.

- 16.8 The Territorial Commander may from time to time, by written notice to the Board, appoint another Trustee to the role of alternate Chair on a temporary basis in any circumstance or situation where the Territorial Commander is unable to attend a meeting of the Board. The only decisions which may be approved at a Board meeting chaired by the alternate Chair (in the absence of the Territorial Commander) are items of business that the alternate Chair, acting reasonably, deems to be of such magnitude or risk profile, or subject to such timing constraints, that it would, or is likely to, be materially disadvantageous to the Trust to defer a Board decision on such item until the Territorial Commander is able to resume the role of Chair.
- 16.9 Subject to the provisions of this Trust Deed, the Board may regulate its own proceedings in such manner as it thinks fit, including through the Territorial Governance Board Charter of The Salvation Army (New Zealand).
- 16.10 In the event of any inconsistency between this Trust Deed and the Territorial Governance Board Charter of The Salvation Army (New Zealand) or any other governance protocols adopted by the Board, the terms of this Trust Deed shall prevail.

17. Interested trustees

- 17.1 A Conflict Transaction exists for a Trustee where:
- (a) a Trustee is associated with any company, partnership, organisation, group or trust with which that Trustee is dealing in his/her capacity as Trustee;
 - (b) the interests or duty of the Trustee in any particular matter may conflict with his/her duty to the Trust; or
 - (c) a Trustee is dealing with himself/herself as a trustee in another capacity.
- 17.2 Association for the purposes of clause 17.1(a) may arise through a Trustee being a director, trustee of another trust or otherwise in a private capacity.
- 17.3 A Trustee for whom a Conflict Transaction exists or may exist:
- (a) shall disclose to the meeting all relevant details concerning the Conflict Transaction;
 - (b) must not be involved in deliberations, or vote, on any matter relating to the Conflict Transaction;
 - (c) may attend any meeting of the Board at which any matter relating to that Conflict Transaction arises (but may be excluded from that part of the meeting relating to the Conflict Transaction, if the Board so determines) and may participate in the meeting, and vote, in relation to all other items of business at that meeting that do not relate to the Conflict Transaction;
 - (d) is counted towards the quorum required for a meeting of the Board; and
 - (e) may (if the Conflict Transaction has been approved by the Board) sign any other document relating to the Conflict Transaction on behalf of the Trust, and do anything else as a Trustee in relation to the Conflict Transaction, as if he or she were not interested in the Conflict Transaction, unless the Board determines otherwise.

18. Execution of Deeds and other documents

- (a) Any document which is required to be entered into by the Trustees as a Deed shall be executed by the Board under its common seal and shall be:
- (i) attested to by any one Trustee; and
 - (ii) signed by any other Trustee,
- provided that:
- (iii) at least one of the two Trustees must be a Special Position Trustee;
 - (iv) the other Trustee must not be a Relative of the Trustee specified in (iii); and
 - (v) the Trustee affixing the seal is only authorised to attest to the affixing of the seal if the Deed has first been signed by the other Trustee.
- (b) An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Trust, may be signed on behalf of the Trust by a person acting under the express authority of the Trustees.
- (c) Any other obligation or contract may be entered into on behalf of the Trust in writing by a person acting under the express authority of the Trustees.

19. General's Powers

- 19.1 Nothing in this Deed shall prejudice or affect any of the rights or powers of the General under the United Kingdom Act or otherwise or prejudice or affect the rights or powers of any person holding office as Trustee of the Board to do any acts collectively or individually with Property which by virtue of their respective offices in The Salvation Army in New Zealand they would have had power to do had this Deed not been executed.
- 19.2 While the Trustees are the legal owners of the Property that is the subject of the Trust Fund, the Trustees must carry out any directions which may be given to them by, or by the authority of, the General.

20. Trustees May Not Amend the Deed

- (a) The Trustees may not amend, revoke or add to any of the provisions of this Deed.
- (b) The power to amend, revoke or add to the provisions of this Deed rests solely with the General

21. Winding Up

- 21.1 The Trustees may at any time wind up the Trust, upon written approval from the General.
- 21.2 On the winding up the Trustees shall pay or apply such of the capital and income of the Trust Fund as then remains for the benefit of The Salvation Army in New Zealand.

21.3 If The Salvation Army in New Zealand does not exist at the date of the winding up, the Trustees shall pay or apply such of the capital and income of the Trust to such other charitable institution or institutions in New Zealand having similar objects to the Objects.

21.4 If the Trustees cannot determine a charitable institution or institutions to apply the Trust Fund to in accordance with clause 21.3, the Trust Fund shall be applied to such charitable purposes in New Zealand as a Judge of the High Court of New Zealand directs.

22. **Governing law**

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

Execution

Executed and delivered as a deed.

SIGNED by **Brian Peddle, the General**
of The Salvation Army by his Attorneys)
Commissioner Mark Campbell and)
Colonel Gerald Walker)
in the presence of :)

Commissioner Mark Campbell

Colonel Gerald Walker

Witness Signature

Print Name

Witness Occupation

Place of residence

Schedule 1: Section 3 of the Salvation Army Act 1980 and Religious Doctrines of The Salvation Army

Section 3

This section reads as follows:

The Objects of the Army shall be the advancement of the Christian religion as promulgated in the religious doctrines set out in Schedule 1 to this Act which are professed, believed and taught by the Army and, pursuant thereto, the advancement of education, the relief of poverty, and other charitable objects beneficial to society or the community of mankind as a whole.

Religious Doctrines

The religious doctrines of The Salvation Army set out in Schedule 1 of the Salvation Army Act 1980 are as follows:

1. We believe that the Scriptures of the Old and New Testaments were given by inspiration of God, and that they only constitute the Divine rule of Christian faith and practice.
2. We believe that there is only one God, who is infinitely perfect, the Creator, Preserver, and Governor of all things, and who is the only proper object of religious worship.
3. We believe that there are three persons in the Godhead – the Father, the Son and the Holy Ghost, undivided in essence and co-equal in power and glory.
4. We believe that in the person of Jesus Christ the Divine and human natures are united, so that He is truly and properly God and truly and properly man.
5. We believe that our first parents were created in a state of innocency, but by their disobedience they lost their purity and happiness, and that in consequence of their fall all men have become sinners, totally depraved, and as such are justly exposed to the wrath of God.
6. We believe that the Lord Jesus Christ has by His suffering and death made an atonement for the whole world so that whosoever will may be saved.
7. We believe that repentance towards God, faith in our Lord Jesus Christ, and regeneration by the Holy Spirit, are necessary to salvation.
8. We believe that we are justified by grace through faith in our Lord Jesus Christ and that he that believeth hath the witness in himself.
9. We believe that continuance in a state of salvation depends upon continued obedient faith in Christ.
10. We believe that it is the privilege of all believers to be wholly sanctified, and that their whole spirit and soul and body may be preserved blameless unto the coming of our Lord Jesus Christ.
11. We believe in the immortality of the soul; in the resurrection of the body; in the general judgment at the end of the world; in the eternal happiness of the righteous; and in the endless punishment of the wicked

Schedule 2: Powers, functions and activities

Without limiting the provisions of clauses 11.1 or 11.2 the Trustees may:

- (a) undertake fund raising activities to help with promotion of the Objects;
- (b) seek and receive any conveyance, transfer, gift, devise, donation or bequest to help the Board promote the Objects;
- (c) adopt procedures for inviting and processing applications for assistance from the Trust in ways which would promote the Objects;
- (d) enter into and carry on any business or venture of any kind with full power and authority to manage or join in the management of the business or venture, to carry it on to all intents and purposes as if they were the absolute owners of it and establish any company, partnership or joint venture to conduct the same;
- (e) enter into and undertake and perform contracts including, without limitation, contracts for the provision of services;
- (f) acquire interests of any kind in any venture, development or project;
- (g) in relation to any Property that is part of the Trust Fund:
 - (i) exercise any voting or controlling or decision-making rights or powers attaching to it; and
 - (ii) concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;
- (h) in relation to any company or other body (whether incorporated or unincorporated) or chose in action or trust or fund that is part of the Trust Fund or in which the Trustees have an interest:
 - (i) appoint directors or trustees or decision-makers or controllers or officers or employees of it; and
 - (ii) exercise any voting, decision-making rights or other powers; and
 - (iii) consent to any reorganisation or reconstruction of it or dealing with it and any increase or reduction of the capital of it; and
 - (iv) provide out of the Trust Fund further capital for it whether by advances, loans, deposits, grants, contributions or otherwise (with or without security) or by taking further securities in it;
- (i) raise or borrow or otherwise owe money (either bearing or free of interest) from or to any person or entity on fixed term or on demand or overdraft or current account or any combination;
- (j) secure the repayment of money owing and any interest on it or any other indebtedness of the Trust or the performance of any obligation by mortgage or charge or lien or pledge over all or any of the Property that is part of the Trust Fund or by debentures, bonds, notes, guarantees or otherwise as the Trustees shall think fit;

- (k) apply money borrowed for any of the purposes for which the Trust Fund may be applied, used or invested;
- (l) enter (either directly or through an intermediary) into any arrangement with any person, body (whether incorporated or unincorporated) or government (referred to as "the other party") by which the Trustees undertake to make payments to, or to the account of, the other party in any currency, and the other party undertakes to make payments to, or to the account of, the Trustees in the same or any other currency;
- (m) without limiting the generality of clause (l) enter into currency swaps, interest rate swaps, asset swaps, future rate or forward rate arrangements, interest caps, collar arrangements, floor arrangements, option arrangements, or anything similar, or any combination of those transactions;
- (n) promote or incorporate any company, partnership, or joint venture for the purpose of holding or acquiring any of the Trust Fund or acquiring any other entity in which the Trustees hold an interest of any kind;
- (o) lend money that is part of the Trust Fund irrespective of whether interest is payable or there is security;
- (p) enter into any contract of indemnity, or act as surety, or give any guarantee, and to give any security in support;
- (q) set apart any portion of the Trust Fund:
 - (i) as a sub-trust; or
 - (ii) as a special endowment; or
 - (iii) for a special purpose; or
 - (iv) under any special or distinguishing name,

and the portion set apart and any accretions to it may be applied for the purpose for which it was set apart;
- (r) exercise its powers alone or through a joint venture, partnership, special partnership, company, or any other entity, or through the sharing of profits, in each case irrespective of whether there is no liability or the liability is limited or unlimited. Property acquired when exercising the powers under this clause may be held as a percentage interest or fractional share (including as tenant in common) or in the name of a nominee;
- (s) for any part of the Trust Fund the Board may:
 - (i) apply it to make any investment including in a debt security, an equity security or property;
 - (ii) pay all insurance premiums, rates, taxes, rents, repairs and other outgoings;
 - (iii) improve, develop or subdivide it;
 - (iv) do anything that may increase value including, for example, adding to any buildings or structures, and entering into leases, tenancy agreements, party wall agreements, easements or profits à prendre;
 - (v) grant a lease or other interest in land, licence or other right of occupation;

- (vi) waive breaches, accept surrenders and terminate tenancies and licences;
 - (vii) convert it into money;
 - (viii) grant security over it; and
 - (ix) deal generally and manage the Trust Fund as if the Trustees were the absolute owners of it;
- (t) to sell, transfer, assign or otherwise dispose of, purchase, exchange, lease, accept by way of bequest or otherwise acquire, upon such terms as it shall think fit any real or personal property or any rights or privileges and whether encumbered or unencumbered or subject to any trust or condition;
- (u) engage any person including volunteers as:
- (i) a special trust adviser;
 - (ii) an expert to assist the Board;
 - (iii) an attorney or delegate for the Board;
 - (iv) a manager or agent for the Board; or
 - (v) an employee of the Board in any matter relating to the Trust;
 - (vi) a nominee or custodian pursuant to section 67 of the Trusts Act 2019 (and in accordance with section 68 of the Trusts Act 2019 keep the arrangements under review and consider whether to exercise any power to intervene); and
 - (i) a chartered accountant to prepare annual accounts or to perform an audit of accounts in accordance with clause 7.4;
- (v) open a bank account in the name of the Trust or the Trustees and set authorisations on operating the account and the payment of creditors;
- (w) act upon any expert or professional opinion or advice;
- (x) accumulate the income of the Trust Fund;
- (y) treat as capital of the Trust Fund the income of a Financial Year not determined by the end of the Financial Year to be applied for the Objects; and/or
- (z) decide all questions arising in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust;
- (i) intermingle the Trust Fund with other investments or funds held on deposit; and
 - (ii) generally do all other lawful acts and things that may promote the Objects.

Charity Ref No: THE14219

Monique Mackie
The Salvation Army New Zealand
P O Box 6015
Wellington 6121

www.charities.govt.nz

2 February 2009

Dear Monique Mackie

Re: Approval of Registration as a Member of The Salvation Army New Zealand Group.

I am pleased to advise you that The Salvation Army New Zealand has been registered as a single entity in accordance with Section 44 of the Charities Act 2005.

The Salvation Army New Zealand has been recognised as the parent entity of the single entity.

The official Registration Number for The Salvation Army New Zealand is CC37312. Official Registration Certificates for The Salvation Army New Zealand and each member of the group are enclosed.

The details of The Salvation Army New Zealand and its individual members will soon be available on the Charities Register at www.charities.govt.nz.

Registration with the Charities Commission means you need to meet the terms and conditions agreed to in your letter dated the 20 January 2009. The relevant terms and conditions are:

1. That the single entity's name is "The Salvation Army New Zealand Group".
2. That the parent entity will meet the duty under section 40 of the Charities Act 2005 (duty to notify change to Commission) for the single entity and all of the entities that form part of the single entity.
3. That the parent entity will meet the duty under section 41 of the Charities Act 2005 (duty to prepare annual return) for the single entity and all entities that form part of the single entity. Please note that your first Annual Return is due before 31 December 2009.

4. That the relevant information and documents referred to in section 24 of the Charities Act 2005 relating to the single entity (excluding information identifying "The Hutton Wilson Charitable Trust"); will be included on the register of charitable entities. Please note that the information and documents referred to in section 24 of the Charities Act 2005 in relation to each entity that forms part of the single entity consists of information and documents relating to each entity's –

- name,
- address for service,
- registration number,
- officers' names and all persons who have been officers since registration as a charitable entity,
- copy of the rules,
- Group Member Information form, Officer Certification forms, entity rules,
- each annual return,
- each notice of change, and
- the terms and conditions of any current exemption granted under section 43 of the Charities Act 2005,

For further guidance or information, please contact us on our free information line 0508 242 748 or email info@charities.govt.nz

Yours sincerely



Trevor Garrett
Chief Executive

(encls: Fact Sheets on Annual Returns & Notification of Change
IRD Tax information sheet)