

**NZ FIJI FAMILIES WELLBEING TRUST**

**TRUST DEED**

THIS DEED made the ... 21<sup>st</sup> Oct 2020

**TRUSTEES:**

1. Latchman Gounden
2. Moses Mani
3. Joel Sanjay Ram
4. Amitesh Amindar Singh
5. Melissa Richmond
6. Pritika Patel
7. Sandeep Singh

all of Auckland ("Trustees")



Handwritten signatures in blue ink, including initials and full names: Latchman Gounden, Moses Mani, Joel Sanjay Ram, Amitesh Amindar Singh, Melissa Richmond, Pritika Patel, and Sandeep Singh.

## BACKGROUND

The Trustees wish to establish a trust for charitable purposes by creating the trust provided for in this Deed.

The Trustees have already received the sum of \$50.00 to be held by them in their Joint names together with any further sums or other assets acquired or vested in the Trustees upon the trusts and with and subject to the powers and discretions set out or implied in this Deed.

## COVENANTS

### INTERPRETATION

**Definitions:** In this Deed, the following terms have the following meanings except to the extent that they may be inconsistent with the context.

"**Auditor**" means either a person who is a holder of a certificate of public practice as an auditor issued by the Institute of Chartered Accountants of New Zealand and who is a principal in a firm of chartered accountants in public practice or a firm of chartered accountants in public practice.

"**Board**" means the Board of Trustees of the Trust constituted in accordance with this Deed.

"**Chairperson**" means the person appointed by the Board as chairperson or the person appointed to act as chairperson at a meeting of the Board

"**Charitable Purpose**" means and includes that term as defined by the Charitable Trusts Act 1957 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, provided that any such charitable purpose shall also be regarded as charitable under any statute, regulation or ordinance of New Zealand relating to income tax, estate duty, gift duty or any other relevant statute for the time being in force in New Zealand.

"**Deed**" means this deed of trust as amended from time to time or as amended in any other manner permitted by law

"**Financial Year**" means the year ending on 31 March or any other date adopted by the Trustees as the date up to which accounts shall be made in each year for the Trust

"**Secretary**" means the person appointed by the Board as Secretary



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"**Treasurer**" means the person appointed by the Board as Treasurer

"**Trust**" means NZ FIJI FAMILIES WELLBEING TRUST the as constituted by this Deed.

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

"**Trust Fund**" means:

(a) All moneys, investments, and property, both real and personal, which may be received and accepted by the Trustees as part of the Trust Fund, and

(b) The investments and properties from time to time representing the above and accretions to those investments and properties.

### 1. GENERAL CONSTRUCTION

In interpreting this Deed, the following rules must be applied unless the context otherwise requires:

(a) Headings to clauses are for reference only and are not an interpretation.

(b) References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application or modified by other provisions from time to time.

(c) References to clauses are to clauses of this Deed.

(d) Words importing the plural include the singular and vice versa and words importing gender import all genders

### 2. ESTABLISHMENT OF TRUST

(2.1) The Trustees **ACKNOWLEDGE AND DECLARE** that the Trustees shall stand possessed of the Trust Fund upon trust to apply the same for the objects and purposes set out in clause 4 and with the powers and discretions set out or implied in this Deed.

### 3. NAME OF THE TRUST

(3.1) The Trust established will be known and referred to as the "**NZ FIJI FAMILIES WELLBEING TRUST**" or such other name as the Trustees determine from time to time.



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#### 4. OBJECTS

The objects and purposes of the Trust to the extent that they are Charitable Purposes are as follows:

(4.1) To work towards bringing together diverse group of people from Fiji to help and support each other with wellbeing and support needs, not just limited to mental health.

(4.2) To support and assist Fiji people access services in NZ by equipping them with knowledge, information, and education.

(4.3) To organize functions to celebrate various achievements and success of people of Fiji origin, which can be used as a platform to empower others.

(4.4) To provide counselling services or access to, for Fiji People in an environment that meets their physical, cultural, emotional, and social needs.

(4.5) To interact and co-operate with other community organizations for the development of health and wellbeing.

(4.6) To build resilience in people, to overcome adversities in life and cope with challenging situations through.

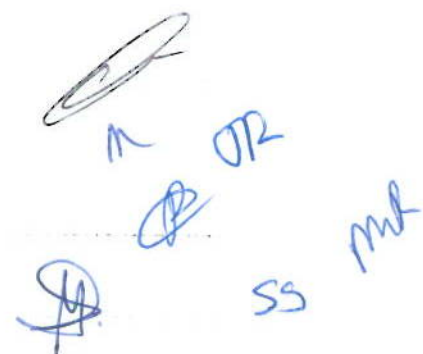
(4.7) To provide a group forum/platform where people can choose to come together for networking sessions/ support.

(4.8) Provide one on one peer support - Volunteers to chat to anytime over the phone or in peers.

(4.9) To engage in support and promote any such other objectives that help in the fulfilment and achievement of above-mentioned objectives at large.

(4.10) To set up a center for people of Fiji in Auckland.

(4.11) To be a Non-Profit Organization, and to collect and receive funds for charitable purposes.



## **5. BOARD**

(5.1) The Trust shall be administered by a Board comprising the Trustees.

(5.2) The number of Trustees of the Trust will be no fewer than 3 and no more than 9. However, where a vacancy occurs, the remaining Trustees may act until a replacement Trustee is appointed. Additional trustees may be added where needed with the majority decision of trustees plus one additional trustee.

(5.2.1) The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer may also be appointed. Secretary and Treasurer position may be combined. An election of office-bearers will be held at the first meeting of the Board following the execution of this Deed and whenever a vacancy occurs.

(5.3) The office of a Trustee will become vacant if a Trustee:

(a) Dies or becomes mentally incapable in terms of the Protection of Personal and Property Rights Act 1988.

(b) Resigns office as Trustee by giving 21 days' notice in writing to the Board,

(c) Is removed from office by unanimous resolution of the Trustees due to serious misconduct or bringing the organization into disrepute or any other reasons contrary to the aims of this trust deed.

(d) Becomes bankrupt or makes an assignment to creditors, or

(e) Fails to attend 3 consecutive meetings of the Board without the consent of the Board.

(f) Fails to act

(5.4) Every vacancy occurring among the Trustees shall be filled as soon as is convenient by an appointment made by majority of trustees and 1 other remaining Trustees.

(5.5) The term of appointment of each initial Trustee will expire 3 years from the date of this Deed.

(5.6) Trustees may re-appoint other trustees who have served and contributed well to the organization.



(5.7) Initial Trustees at the time of forming the trust may retire from governance or become a patron- as an acknowledgement of service, in which case, current or former trustees may become trustees.

(5.8) Trustees can be removed from office. A trustee can be removed by the majority decision of other trustees consistent with 5.3(c).

(5.9) To be appointed as a Trustee the person must be a member for at least one year. New trustees must be vetted by majority decision of trustees.

## **6. OFFICERS OF THE BOARD**

The officers of the Board shall consist of the following:

(6.1) Chairperson who shall be a Trustee and who shall be appointed by the Board.


(6.2) The Chairperson shall retire from that office at each annual general meeting of the Trust and shall be eligible for reappointment by the Board,

(6.3) A Secretary who shall be appointed by the Board and whose duties shall be to give notices of all meetings, to keep minute and records of all meetings of the Board and of any committees. The Secretary shall attend all meetings of the Board.

(6.4) A Treasurer who shall be appointed by the Board and who shall have custody of the books of account and financial records and, subject to the directions of the Board, shall be responsible for the funds of the Trust It shall be the duty of the Treasurer to see that all statutory and other requirements with reference to the financial affairs of the Trust are complied with and that the provisions of this Deed as to such matters are earned out within the Treasurer's powers, and perform such other duties as the Board may determine and as are normally incidental to the office of treasurer. The Treasurer may attend all meetings of the Board unless the Trustees otherwise direct but shall not be entitled to vote.

## **7. DUTIES OF THE BOARD**

(7.1) The Board shall be responsible for furthering the objects of the Trust and for declaring general policy relating to the implementation of the objects of the Trust.



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(7.2) The Board shall:

(a) Prepare strategic plans and an annual operating budget with specific strategies, to support operational objectives and performance targets to achieve the objects and purposes of the Trust.

(b) Implement the necessary transparent processes, systems, and structures to support the proper operation of the Trust, including an appropriate accounting system and systems of performance measurement/reporting. Regularly review the administration, performance and affairs of the Trust and prepare the reports required.

(c) The Trustees shall at all times in the performance of their duties act impartially and in a fair-minded manner and shall observe and comply with the principles of natural justice.

#### **8. PRINCIPLES OF WORKING RELATIONSHIP**

All persons connected with the Trust shall endeavor, in all their dealings with each other, to:

(a) Show the utmost respect for the other's role and the commitment of all people involved at every level of NZ FIJI FAMILIES WELLBEING TRUST, including all stakeholders

(b) Be proactive and collaborative in promoting good governance and management and developing activities and resources that facilitate good management and ease of operations at every level of NZ FIJI FAMILIES WELLBEING TRUST.

(c) Look wherever possible to co-operate and enhance their relationships.

(d) Maintain effective and timely communication and, where appropriate, provide reasonable opportunity for input.

(e) Be open and transparent with one another and endeavor to work through any differences always to achieve the Purposes and the best result for the community.

#### **9. PATRON**

a) The Board may from time to time invite any person or persons to be the patron or patrons of the Trust and remove any patron, with the majority decision of the trustees.

b) To be a patron a person must have served or have been connected and contributed to the trust for at least one year.



## **10. MEETINGS OF THE BOARD**

(10.1) The Trustees may as require hold meetings from time to time at any convenient time and place that they shall appoint. They shall meet at least three (3) times a year and will teleconference, as necessary.

(10.2) The Chairperson may from time to time convene a meeting of the Trustees to be held at such convenient time and place as the Chairperson shall determine and the Secretary shall convene such a meeting upon the requisition of two (2) Trustees stating the purpose for which such meeting is required.

(10.3) The Secretary shall give all Board members at least seven (7) days' notice of each meeting verbally or in writing or by other means agreed on by the Trustees. Such notice may be waived with the approval of majority of the Trustees.

(10.4) The procedure for Board meetings will be as follows:

A quorum will be at least half of its members.

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

(b) All questions will if possible be decided by consensus. In the event a consensus cannot be reached then a decision will be made by a majority vote by show of hands, unless otherwise determined by the Board.

(c) If the voting is tied, the motion will be lost, majority decisions of the trustees will be enforced.

(d) The Secretary will ensure that a minute book is maintained which is available to any member of the Trust and which, for each meeting of the Board, records the names of those present.

(e) All decisions made by the Board; and any other matters discussed at the meeting.





***(10.5) Methods of holding meetings***

A meeting of Trustees may be held either:

(a) By Trustees who constitute a quorum being assembled together at the place, date and time appointed for the meeting; or

(b) By a Teleconference Meeting at which a quorum of Trustees participating can simultaneously hear each other throughout the meeting, provided that all Trustees received notice of the meeting or

(c) By a combination of the methods in paragraphs (a) and (b).

**10.5.1** In the case of a Teleconference Meeting:

(a) At the start of the meeting, each participant must acknowledge their presence to all the others taking part; and

(b) A Trustee must not disconnect their means of communication without the prior consent of the chairperson of the meeting.

(c) A Trustee is always conclusively presumed to have been present and to have formed part of the quorum during a meeting unless they previously obtained the express consent of the chairperson to leave the meeting.

(d) All teleconference meetings must ensure no legal breaches.

(e) All records of meeting minutes must be stored safely and securely.

***(10.6) Adjournment***

If a quorum is not present within 30 minutes after the time appointed for any meeting, the Trustee or Trustees present may adjourn the meeting. The chairperson may adjourn any meeting on the adoption of a resolution for its adjournment 7 days later and any number of members present in the second meeting will form a quorum.

**11. DISPUTE RESOLUTION**

Where any dispute arises in relation to the interpretation or operation of any power or discretion contained in this Trust Deed, or in relation to the exercise of any power or discretion conferred on any party under this deed, the Trustees will first attempt to resolve the matter by good faith negotiation- trying to reach a majority decision.



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Secondly, should disputes not be solved, majority of the trustees have the prerogative to make majority decision in the best interest of the trust. The Trustees may also refer the matter to third party dispute resolution, in the most cost-effective manner available, where feasible and practical.

## **12. CONFLICTS OF INTEREST**

Disclosure: as soon as a Trustee becomes aware of the fact that they are, or may be, in any capacity whatsoever, interested in a Matter, they must disclose to their co-Trustees at a meeting of the Trustees all relevant details of the Interest, including:

(a) The nature and monetary value of that Interest (if the monetary value of the Trustee's Interest can be quantified); or

(b) If the monetary value of the Trustee's Interest cannot be quantified, the nature and extent of that Interest.

After considering the views of the other Trustees, the chairperson of the meeting may rule that the affected Trustee is not interested in relation to a disclosure, where no conflict in fact exists. A disclosure by a Trustee, and the chairperson's ruling in respect of that disclosure, must be recorded in the minutes of the Trust.

(c) Where a member wants to put a tender or provide professional service then a quote must be obtained compared to three other quotes, it must be scrutinized to ensure the trust has received the best outcome. The member concerned will not be party to the final decision.

## **13. CODE OF ETHICS AND PROPER PRACTICE APPLYING TO ALL**

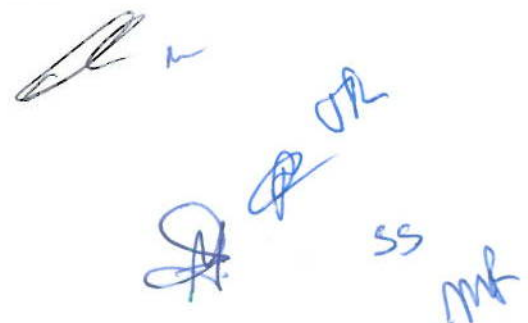
All persons connected with the Trust shall:

(a) Act honestly and in good faith at all times in the interests of NZ FIJI FAMILIES WELLBEING TRUST, its staff and Members, ensuring that all are treated fairly according to their rights.

(b) Carry out their duties in a lawful manner and ensure that the trust carries out its business in accordance with the law and the terms of this Trust Deed.

(c) Avoid conflicts of interest.

(d) Act in accordance with their fiduciary duties, complying with the spirit as well as the letter of the law, recognizing both the legal and moral duties of their role.



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(e) Treat each other, staff, Members, and other stakeholders with dignity, integrity, and respect at all times; actively support the trusts purposes and strategies.

(f) Role model good behavior.

#### **14. MEMBERSHIP OF TRUST**

The membership of the Trust shall be restricted to persons who are the descendants from Fiji including those that the Trust deems appropriate for inclusion to further its aims and objects.

#### **15. NO PRIVATE PECUNIARY PROFIT FOR ANY INDIVIDUAL AND EXCEPTIONS**

Nothing expressed or, implied in this Deed shall permit the activities of the Trustees or any business earned on by or on behalf of or for the benefit of the Trustees to be earned on for the private pecuniary profit of any individual except that

(a) Any member may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust.

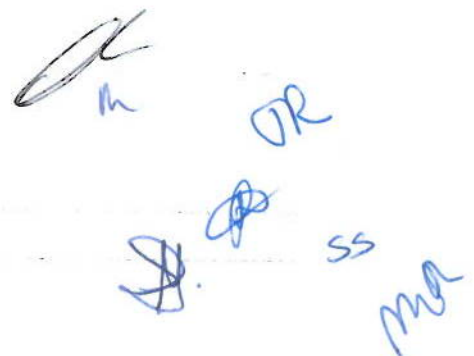
(b) Any member in exceptional circumstances maybe be paid professional business or trade charges for services rendered, where the work or service done was the best option in terms of cost, quality and competitiveness. A minimum of three quotes must be compared and approved by majority of the trustees.

(c) Trustees can by majority decision employ a member on a salary or wage to carry out the duties that is beyond the normal expectations of a voluntary role (minimum wage will apply).

#### **16. TAKETAKE/POWERS**

In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

(a) To use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment;



(b) To purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;

(c) To invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;

(d) To borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit; and

(e) To do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

#### **17. ACCOUNTS REPORTING/FINANCIAL ARRANGEMENTS**

(a) The financial year of the Trust will be from 1 April to 31 March

(b) At the first meeting of the Board in each financial year, the Board will decide by resolution the following:

(i) How money will be received by the Trust;

(ii) Who will be entitled to produce receipts;

(iii) What bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

(iv) Who will be allowed to authorize the production of cheques and the names of cheque signatories; and

(v) The policy concerning the investment of money by the Trust, including what type of investment will be permitted.

(c) The Treasurer and the Trustees to ensure full and correct records and accounts are kept of all their receipts, credits, payments, assets, liabilities, transactions and all other matters necessary for showing the true state and condition of Trust Funds.

(d) The Board may arrange for the accounts of the Trust for that financial year to be audited/reviewed once a year by a chartered accountant appointed for that purpose. A mandatory audit must be done every three years.

(e) The accounts of the Trust shall at times to be appointed by the Board be open to the inspection of every Trustee, any person authorized by law or by any person appointed by the Board who may take extracts from the accounts.

## **18. LIMITATION OF LIABILITY AND INDEMNITY**

### **(18.1) Liability**

#### **(a) LIABILITY OF TRUSTEES**

A Trustee shall be liable only for any loss attributable to his or her dishonesty or to his or her willful commission or omission of an act which he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.

#### **(b) INDEMNITY**

Each Trustee (including any former Trustee) shall be entitled to exoneration and indemnity out of the assets of the Trust for any liability which that Trustee incurs in relation to the Trust and which is not attributable to that Trustee's dishonesty or to his or her willful commission or omission of an act which he or she knows to be a breach of trust.

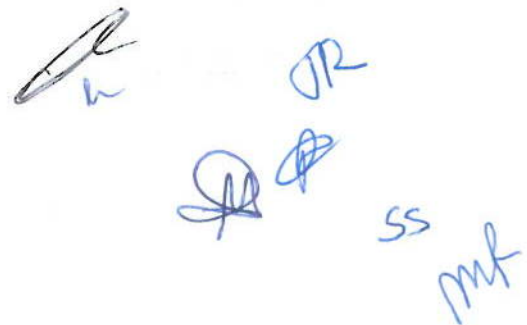
## **19. AFFILIATIONS**

The Foundation may enter into any affiliation with the approval of the majority votes at any general or AGM.

## **20. ANNUAL MEETING**

The annual meeting of the trust shall be held within three months after the end of the financial year on a date, time and place fixed by the Secretary of the Trust. The AGM, must include:

- (a) The Chairperson's report,
- (b) The presentation of the Foundations Annual Financial Statements,
- (c) Other appropriate matters.
- (d) Be given 4 weeks' notice end of August.

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**(20.1) Election process at the AGM**

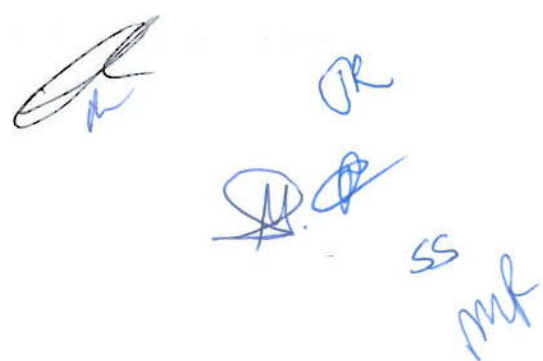
The Chairperson, Treasurer and the Secretary positions shall be elected at an Annual General Meeting. To be elected for these roles, a Trustee must be part of the board for at least one year. Each trustee shall be entitled to one vote.

**21. AMMENDMENTS/ALTERATIONS TO THIS DEED**

- (a) Trustees may by consensus or majority decision, by supplemental deed make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition will detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.
- (b) Any alteration or addition must be recorded in writing.

**22. WINDING UP/DISPOSITIONS OF SURPLUS ASSET**

- a. Trustees may by resolution wind up the Trust if in their opinion it becomes impossible, impracticable or inexpedient to carry out the Charitable Purposes or the Trustees consider, in their absolute discretion, which the Charitable Purposes are or may be better served by doing so.
- b. On the winding up or dissolution of the Trust, the Trustees must give or transfer all surplus assets after the payment of costs, debts and liabilities:
  - 1.1. to some other charitable organization or body within New Zealand having similar objects to the Trust; or
  - 1.2. for some other charitable purpose or purposes within New Zealand,
- c. In accordance with the resolution of Trustees or otherwise at the direction of the High Court of New Zealand.



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**23. THE COMMON SEAL**

The common seal of the Trust shall be kept in the custody and control of the Secretary or such other officer appointed by the Board and shall not be affixed to any deed or other document except by the authority of a resolution of the Trustees and in the presence of the Chairperson and one other Trustee appointed by the Board who shall attest the affixing of the Seal. Any deed or other instrument duly sealed and purporting to be signed by the two Trustees referred to above shall be deemed to be properly executed.

**EXECUTION**

Name and Signature of Initial Trustee: Latchman Gounden \_\_\_\_\_



Witness:



Signature




Full Name



Residential Address



Occupation

Name and Signature of Initial Trustee: Moses Mani 

Witness:



Signature

ANIL KUMAR

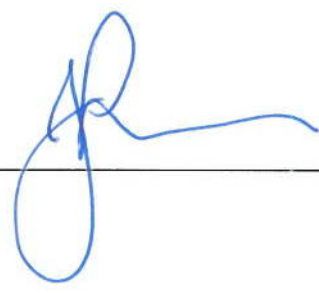
Full Name

5 KURAPAKA C/S AUCKLAND

Residential Address

POLICE OFFICER

Occupation

Name and Signature of Initial Trustee: Joel Sanjay Ram 

Witness:



Signature

ANIL KUMAR

Full Name

5 KURAPAKA C/S AUCKLAND

Residential Address

POLICE OFFICER

Occupation



Name and Signature of Initial Trustee: Amitesh Aminder Singh



Witness:



Signature

ANIL KUMAR

Full Name

5 KURIPANA CTS AUCKLAND

Residential Address

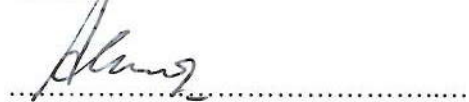
Police Officer

Occupation

Name and Signature of Initial Trustee: Melissa Richmond



Witness:



Signature

ANIL KUMAR

Full Name

5 KURIPANA CTS AUCKLAND

Residential Address


Police Officer

Occupation

Name and Signature of Initial Trustee: Pritika Patel



Witness:



Signature

ANIL KUMAR

Full Name

5 KUPPANA CTS ANKURANI

Residential Address

POLICE OFFICER

Occupation

Name and Signature of Initial Trustee: Sandeep Singh



Witness:



Signature

ANIL KUMAR

Full Name

5 KUPPANA CTS ANKURANI

Residential Address

POLICE OFFICER.

Occupation