

Lotus Community Wellbeing Trust

THIS DEED is made the 6<sup>th</sup> day of September 2013.

BETWEEN

Hannah Louise AIREY of 131a Mt Pleasant Road, Mt Pleasant, Christchurch  
Shauna McCLELLAND of 33 Ngaio Street, St Martins, Christchurch  
Stephen MURRAY of 136 Lonsdale Street, New Brighton, Christchurch

WHEREAS

- A The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust") for the Purposes described in Clause 2 of this Deed, and
- B They have agreed to enter into this Deed specifying the Purposes of the Trust and providing for its control and government, and
- C They hold the sum of \$10 as the initial Trust Fund, on trust along with any other money or property received by the Trust to carry out the Purposes described in Clause 2 of this Deed, and
- D They are entitled to apply as a Board under the Charitable Trust Act 1957 to carry out the aims, powers and rules set out in this Deed

NOW THIS DEED WITNESSES that the Constitution and Rules of the Trust are as follows:

1 NAME

The name of the Trust shall be the 'Lotus Community Wellbeing Trust', in this Deed called 'the Trust'.

2 PURPOSE

The Purpose of the Trust will be:

- 2.1 to facilitate fun, interactive and safe community workshops in the Five Ways to Wellbeing (Connect, Take Notice, Give, Be Active, Keep

Learning), laughter for wellness, positive psychology and relaxation techniques to promote positivity, flourishing and wellbeing. The wellbeing and resilience of our people is vital to the recovery of our communities;

- 2.2 to develop community laughter groups which welcome a diverse range of people regardless of gender, age, physical abilities, ethnicity, social or economic backgrounds;
- 2.3 to develop laughter groups for seniors to encourage social activity, reduce depression and to improve their confidence and self worth. Besides the emotional care, these groups will also help them to exercise and regain their strength, stamina and energy;
- 2.4 to facilitate Laughter Leader training for senior high school students and emerging leaders, with the aim of the participants starting a voluntary Laughter Club within their schools for other students (training is certified). Laughter Clubs can also be started outside of school and within the community;
- 2.5 to promote social play for youth within the community through the Five Ways to Wellbeing and laughter, which the Trust sees as critical to the development of social skills and emotional intelligence;
- 2.6 to train other Laughter Leaders wanting to lead Laughter Clubs within the community;
- 2.7 to promote positive mental health, and to encourage growth of community spirit by facilitating workshops in the Five Ways to Wellbeing.
- 2.8 to facilitate wellbeing workshops and programmes for those affected by cancer and their support people.

**3        ACTIVITIES TO BE INITIALLY FOCUSED IN CHRISTCHURCH**

The activities of the Trust shall be initially focused in Christchurch but the Board of Trustees may use their discretion to undertake or support activities elsewhere in Australasia.

**4        OFFICE**

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

**5        THE BOARD OF TRUSTEES**

5.1     The Board of Trustees (referred to as "the Board" in this Deed) will consist of no less than three (3) and no more than seven (7) Trustees. The initial members of the Board will be the signatories to this Deed.

5.2     Unless otherwise specified in this Deed, each Trustee will hold office until he or she:

5.2.1   dies;

5.2.2   resigns;

5.2.3   is declared bankrupt;

5.2.4   is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 and its amendments;

5.2.5   is, for any other reason, unable to perform his or her duties;

5.2.6   is removed from the Board according to Clauses 5.5 and 5.6.

5.3     The Board will have the power to fill any vacancy that arises in the Board or to appoint any additional Trustees subject to Clause 5.1.

5.4     The Board may continue to act notwithstanding any vacancy, but if their number is reduced below the minimum number of Trustees as stated in this deed, the continuing Trustee/s may act for the purpose of increasing the number of Trustees to that minimum but for no other purpose.

5.4     The Board may, by a motion decided by a two-thirds (2/3<sup>rd</sup>) majority of votes, terminate a person's position as a member of the Board of



Trustees, if it believes that such action is in the best interests of the Trust.

- 5.5 The Board Member concerned must be given:
  - 5.5.1 at least 14 days notice of the proposed removal;
  - 5.5.2 the reasons for the proposed removal;
  - 5.5.3 an opportunity to reply at the meeting where his/her removal is to be considered.
  
- 5.6 Any Board Member may resign from the Board by giving three (3) months notice in writing to the Secretary, and the resignation will take effect from the date notice is received by the Secretary.

## **6 PROCEEDINGS OF THE BOARD**

- 6.1 The Board will meet a minimum of four (4) times every year and will elect a Chair, Secretary and Treasurer from among its members at its first meeting and annually thereafter. Meetings may be held in person or by any other means of communicating as decided on by the Board from time to time.
  
- 6.2 If a Trustee, including an office bearer, does not attend three (3) consecutive meetings of the Board without leave of absence that member may, at the discretion and on decision of the Board, be removed as a Trustee, and/or from any office of the Trust which he or she holds.
  
- 6.3 The procedure for Board meetings shall be as follows
  - 6.3.1 The Secretary will ensure that all members of the Board are notified of the meeting, either verbally or in writing;
  - 6.3.2 A quorum will be at least half of its members;
  - 6.3.3 All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands, unless otherwise determined by the Board;
  - 6.3.4 If the voting is tied, the Chair will have a second, casting vote, or in the event the Chair is absent, the person who the Board

has elected to chair the meeting in accordance with sub-clause 6.3.5 hereto, shall have the casting vote;

6.3.5 Each meeting will be chaired by the Chair of the Trust or, in his or her absence, the Board will elect a person to chair the meeting from among the Trustees present.

6.4 The Secretary will ensure that minutes are maintained for each meeting and available to all Board members as soon as practicable afterwards.

## **7 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:

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

7.2 to purchase, hire, exchange, take on, lease or otherwise acquire any real or personal property and any rights or privileges that the Board thinks necessary or expedient in order to attain the Purpose of the Trust and to sell, exchange, let, on-hire or otherwise dispose of such property, rights or privileges;

7.3 to provide premises, equipment, vehicles, furniture, implements, tools, utensils, fittings and properties of every description to attain the Purpose of the Trust;

7.4 to construct, alter or maintain any buildings or works necessary or convenient to attain the Purpose of the Trust;

7.5 to carry on any business that promotes the objectives of the Trust;



- 7.6 to invest funds of the Trust not immediately required in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;
- 7.7 to borrow or raise money from time to time with or without security and upon such terms as the Board thinks fit, and to solicit and receive donations;
- 7.8 to amalgamate with any other charitable association having objects wholly or in part similar to those of the Trust;
- 7.9 to promote or oppose bills, legislation or other measures affecting the Purpose of the Trust;
- 7.10 to do all things as may from time to time appear necessary or desirable to enable the Board to give effect to and attain the Purpose of the Trust.

**8 INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES (PECUNIARY INTERESTS)**

- 8.1 Any income, benefit or advantage will be applied to the charitable Purposes of the Trust;
- 8.2 No member or person associated with a member of the Trust will derive any income, benefit or advantage from the Trust where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from professional services to the Trust rendered in the course of business charged at no greater rate than the current market rates.
- 8.3 The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

**9 POWER TO DELEGATE**

- 9.1 The Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any

person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board itself could have done;

- 9.2 Any committee or person to whom the Board has delegated powers or duties will be bound by the charitable terms of the Trust and any terms or conditions of the delegation set by the Board;
- 9.3 The Board will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board;
- 9.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee.

## **10 FINANCIAL ARRANGEMENTS**

- 10.1 The financial year of the Trust will be from 1 April to 31 March in the following year.
- 10.2 At the first meeting of the Board each financial year, and at subsequent meetings as necessary, the Board will decide by resolution
  - 10.2.1 how money will be received by the Trust;
  - 10.2.2 who will be entitled to produce receipts;
  - 10.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;
  - 10.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories;
  - 10.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted.
- 10.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.
- 10.4 The Board will, as soon as practicable after the end of the financial year of the Trust, arrange for the accounts of the Trust for that



financial year to be reviewed by an appropriate professional accountant appointed for that purpose. The reviewed accounts will be made available to the public.

## **11 INDEMNITY**

It is declared that:

- 11.1 The Trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects or defaults they would have received, notwithstanding their signing any receipt for the sake of conformity; and
- 11.2 They are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, any Trust money or security is properly deposited or has come;
- 11.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;
- 11.4 No Trustees shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C of the Trustees Act 1956 (as enacted by the Trustees Act 1988) or any amendments, unless such loss is attributable:

- 11.4.1 to his or her own dishonesty;

- 11.4.2 to the wilful commission by him or her of an act known by him/her to be a breach of Trust;

And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Sections 13B and 13C of the Trustees Act shall not apply to any Trustee hereof.



- 11.5 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-Trustee.
- 11.6 Notwithstanding the procedure or otherwise of retaining assets in the Trust Fund, no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund.
- 11.7 The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

## **12 ALTERATION OF RULES**

12.1 Any General Meeting of the Trust may, by consensus or pursuant to a motion decided by a two-thirds majority of votes, make alterations, additions or cancellations to the terms and provisions of this Deed provided that no such alterations, additions or cancellations are in conflict with

12.1.1 the exclusively charitable nature of the Trust;

12.1.2 the aims of the Trust;

12.1.3 the Charitable Trust Act 1957;

12.1.4 the conditions of any exemption granted by the Department of Inland Revenue.

## **13 DISPOSITION OF SURPLUS ASSETS**

On the winding up of the Trust or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities will be given to such charitable organisation or organisations within New Zealand as the members of the Trust in a General Meeting will decide. If the Trust is unable to make such a decision, the remaining assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.


**IN WITNESS THAT** this Deed has been executed the day and year first written above in this Deed



SIGNED by the above named

Hannah Louise AIREY of 131a Mt Pleasant Road, Mt Pleasant, Christchurch

in the presence of -

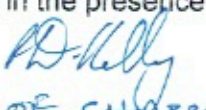
 PETER KELLY  
OF CHRISTCHURCH  
OPERATIONS MANAGER

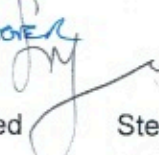


SIGNED by the above named

Shauna McCLELLAND of 33 Ngaio Street, St Martins, Christchurch

in the presence of -

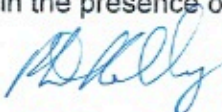
 PETER KELLY  
OF CHRISTCHURCH  
OPERATIONS MANAGER



SIGNED by the above named

Stephen MURRAY of 136 Lonsdale Street, New Brighton, Christchurch

in the presence of

 PETER KELLY  
OF CHRISTCHURCH  
OPERATIONS MANAGER