

Deed of Trust

relating to

Arthritis New Zealand (Kaiponapona Aotearoa)

Date: 6th MARCH 2018

BELL GULLY

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET
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This Deed of Trust is made on 6th MARCH 2018

- between (1) **The Arthritis Foundation of New Zealand Incorporated (the Society)** as settlor
- and (2) **The persons** whose names are shown in the execution blocks to this Deed as initial trustees of the trust constituted herein

Introduction

- A. The Society is a charitable organisation which has been helping New Zealanders with arthritis for over 50 years. It is currently organised as an incorporated society under the Incorporated Societies Act 1908. After a consultation process with its members, it is now proposed that the operations of the Society will be transitioned to a charitable trust.
- B. For that purpose the Society wishes to establish a charitable trust to be known as Arthritis New Zealand (Kaiponapona Aotearoa) and has settled an initial sum of \$10.00 in settlement of that trust.
- C. This Deed sets out the terms of the Trust.

It is declared

1. Interpretation

- 1.1 In this Deed, unless the context otherwise requires:

Advisory Group means a support or other group constituted pursuant to clause 9;

Associated Person means a person who is an associated person of any Trustee for the purposes of the exemptions from income tax for a tax charity as set out in the Income Tax Act 2007;

Balance Date means 30 June;

Chair means the person holding the office of Chair of the Trust from time to time pursuant to this Deed;

Charitable Trusts Act means the Charitable Trusts Act 1957;

Charities Act means the Charities Act 2005;

Conflict Transaction is defined in clause 7.1;

Deputy Chair means the person holding the office of Deputy Chair of the Trust from time to time pursuant to this Deed;

Electoral Council means the council constituted pursuant to clause 8.

Financial Year means each 12 months ending on the Balance Date;

Friend means each person described as a Friend of the Trust in clause 12 (and includes, for the avoidance of doubt, each Honorary Life Friend);

Honorary Life Friend means each person described as an Honorary Life Friend of the Trust in clause 12;

Objects means the objects and purposes of the Trust as set out in clause 3;

Patron means the person holding the office of patron of the Trust from time to time pursuant to clause 5;

Region means a geographic or other relevant area of interest area in New Zealand as determined from time to time by the Trustees, and may be local or national (and **regional** shall have a corresponding meaning).

Trust means the trust evidenced by this Deed;

Trust Fund means all property held by the Trustees for the purposes of the Trust including all additions to it of income and capital; and

Trustees means the trustees for the time being of the Trust.

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 clause is a reference to the clauses of this Deed;
- (f) a schedule is a reference to a schedule of this Deed;
- (g) a rule is a reference to a rule of a schedule;
- (h) an agreement includes the agreement as amended; and
- (i) legislation includes amendments to and re-enactments of that legislation.

2. Name of the Trust

2.1 The name of the Trust is Arthritis New Zealand (Kaiponapona Aotearoa). The Trust may operate under the trading name Arthritis New Zealand.

2.2 The Trustees may from time to time by deed change the name and / or the trading name of the Trust.

3. The Objects

The objects of the Trust are to:

- (a) facilitate the provision of a range of quality services and programmes that benefit people in New Zealand affected by arthritis by way of, without limitation, education, direct support, collaborative ventures and the funding of research;
- (b) promote the interests of people in New Zealand with arthritis by way of, without limitation, raising public awareness of arthritis; and
- (c) do all such other acts and things as are incidental or conducive to the attainment of the objects set out in paragraph (a) above.

4. Registration

- 4.1 The Trustees shall seek registration of the Trust as a charitable entity in accordance with the Charities Act.
- 4.2 The Trustees shall seek incorporation under the Charitable Trusts Act and shall (upon such incorporation) maintain that incorporation.

5. Patron

There shall be a patron of the Trust who shall be appointed by the Trustees from time to time.

6. Powers of Trustees

- 6.1 In addition to all the powers, authorities and discretions vested in the Trustees by law, the Trustees shall have all the powers of a natural person beneficial owner of the Trust Fund and, without limitation to the foregoing, shall have the power to:
 - (a) use the Trust Fund (including for the avoidance of doubt paying or applying all or any of the income or capital of the Trust Fund) for the purpose of carrying out the Objects;
 - (b) receive donations, endowments, and gifts of real and personal property for the Trust generally or for any of the Objects and either subject or not subject to any special trusts or conditions, and to accept the undertaking and assets of any association or body, whether incorporated or not, carrying on work similar to any work for the time being carried on by the Trust, and to undertake any liabilities of any such other association or body;
 - (c) sell, purchase, lease or hire all forms of real or personal property;
 - (d) invest the Trust Fund in any type of investment permitted by the laws of New Zealand for the investment of trust funds;
 - (e) sell or dispose of assets of the Trust;
 - (f) raise funds for the purposes of the Trust by borrowing (upon such security if any as it may think fit), gifts and donations, sponsorship, legacies and bequests and by any other lawful means;

- (g) establish and maintain processes to enable Maori to participate in, and contribute to, strategies that benefit Maori affected by arthritis;
- (h) borrow or obtain credit;
- (i) guarantee or act as surety;
- (j) give security in respect of any obligation of the Trust;
- (k) determine whether (in accordance with law and equity) any property received or held by the Trust is to be treated as income or capital;
- (l) enter into transactions denominated in a foreign currency and to make or receive payments in a foreign currency;
- (m) enter into or carry on any business or venture of any kind provided that this does not affect the exclusively charitable nature of the Trust;
- (n) employ and dismiss persons;
- (o) pay from the Trust Fund all expenses of or incidental to the affairs of the Trust;
- (p) set up or dissolve support groups, working parties, committees and other groups;
- (q) make by-laws and regulations consistent with this Deed for the management of the Trust and its officers and from time to time and at any time to review, revoke, alter, or amend such by-laws and regulations;
- (r) make by-laws and regulations consistent with this Deed for the management of support groups, working parties, committees, and other groups set up by the Trustees from time to time, and to make standard sets or model rules for the conduct and management of such groups and from time to time and at any time to review, revoke, alter, or amend such by-laws and regulations, standard sets or model rules whether generally or in respect of any particular group as the case may be;
- (s) become a member of, or affiliated to, any other organisation, whether in New Zealand or overseas, the objects of which are substantially the same as those of the Trust;
- (t) enter into contracts or legal arrangements with any other person; and
- (u) commence, defend or settle any legal proceedings or arbitrations.

6.2 The Trustees shall ensure that they comply with any restriction, obligation or trust impressed upon any part of the Trust Fund.

6.3 Subject to clause 7, 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.

7. Interested Trustees

7.1 A Conflict Transaction exists for a Trustee where:

- (a) a Trustee may be associated with any company, partnership, organisation, group or trust with which the Trustee is transacting or 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 as a Trustee; or
- (c) a Trustee is dealing with himself/herself as a trustee in another capacity.

7.2 When a Conflict Transaction exists for a Trustee:

- (a) that Trustee must declare the nature of the conflict to the other Trustees; and
- (b) that Trustee must not take part in any deliberations or proceedings, including voting or other decision-making, relating to the Conflict Transaction; and
- (c) if the Trustee contravenes paragraphs (a) or (b) of this clause 7.2 his or her vote or other decision will not be counted, and neither will the Trustee be counted in the quorum present at the meeting.

7.3 Notwithstanding anything to the contrary in this clause 7, when there is a Conflict Transaction, and because of clause 7.2 there are at the time no Trustees who are permitted to vote or decide on the Conflict Transaction, the Trustees may enter into the Conflict Transaction if the Trustees obtain a written confirmation from a lawyer, accountant or other reputable professional person of independent status that the Conflict Transaction is proper and in order for the Trustees to enter into.

7.4 Association for the purposes of clause 7.1(a) may arise through a Trustee being a director, trustee of another trust or otherwise in a private capacity.

8. Electoral Council

8.1 The Trustees shall establish a council to be known as the Electoral Council and shall appoint its members from time to time in accordance with this clause 8.

8.2 The Trustees shall take reasonable endeavours to ensure that:

- (a) each person appointed to the Electoral Council is a person familiar with the Trust and its Objects and who is, or has a family member who is, affected by arthritis; and
- (b) the Electoral Council shall at all times comprise at least:
 - (i) an Honorary Life Friend of the Trust;
 - (ii) a health practitioner (registered in accordance with the rules for registration established by an applicable regulatory authority pursuant to the Health Practitioners Competence Assurance Act 2003) practising in a field of medicine relevant to arthritis;
 - (iii) one representative of the major stakeholder groups (taken collectively) in the Trust (as such stakeholder groups are identified in the Strategic Plan adopted by the Trustees from time to time); and
 - (iv) one representative of the Regions (taken collectively),

(and for the avoidance of doubt, nothing shall prevent the Trustees from appointing more than one person who satisfies the criteria in any of paragraphs (i) to (iv) above to the Council).

- 8.3 No person who is disqualified by the Charities Act from being an officer of a charitable entity or who is a current employee of the Trust (such that his or her salary or wages and conditions of employment are determined directly or indirectly by the Trustees or the Chief Executive), may be a member of the Electoral Council.
- 8.4 Each person appointed to the Electoral Council:
- (a) shall be appointed for an initial term of such duration determined by the Trustees;
 - (b) may be reappointed by the Trustees for such number of additional terms (each being of three years unless the Trustees determine otherwise) as the Trustees may determine (provided that no member of the Council may serve more than two consecutive terms at any time); and
 - (c) (notwithstanding anything in paragraph (a) or (b) above) shall cease to be a member of the Electoral Council upon written notice from the Trustees at any time in accordance with clause 8.6(f).
- 8.5 The Trustees shall appoint one member of the Electoral Council to be its chair from time to time.
- 8.6 A person shall cease to be a member of the Electoral Council if the person:
- (a) resigns by notice in writing to the Trustees;
 - (b) becomes a person whom clause 8.3 does not permit to be a member of the Electoral Council;
 - (c) dies or can no longer adequately fulfil the role of a member of the Electoral Council due to ill health;
 - (d) refuses to act as a member of the Electoral Council;
 - (e) fails to attend three consecutive meetings of the Electoral Council in the absence of reasons acceptable to the chair thereof; or
 - (f) is removed by notice in writing following a majority resolution of the Trustees.
- 8.7 The function of the Electoral Council shall be to:
- (a) appoint the Trustees of the Trust in accordance with the provisions of schedule 1 and to attend to such other matters as are specified as being within the functions of the Electoral Council in that schedule 1;
 - (b) act as an advisory body for the Trustees (upon the request of the Trustees) in relation to matters pertaining to amendments or variations to this Deed (including for the avoidance of doubt to the Objects) or to the organisational structure of the Trust; and
 - (c) attend to such other matters as may from time to time be specified as being a function of the Electoral Council by this Deed or by the Trustees by notice in writing to the Electoral Council.

- 8.8 The Electoral Council shall determine from time to time the manner in which meetings or other consultations of the Electoral Council shall be undertaken and the method by which any voting or other decision making shall take place (provided that if the members are unable to reach agreement on any such matter the Trustees shall by notice in writing determine that matter).
- 8.9 Clause 10 of this Deed shall apply to the members of the Electoral Council as if each reference in such clause to "Trustee" was to "member of the Electoral Council".

9. **Advisory Groups**

- 9.1 Without limiting clause 6.1(p), the Trustees may from time to time establish one or more groups (and appoint the members thereof), each to be known as an **Advisory Group**, with each such group having all or any of the following functions:
- (a) to act as an advisory body for the Trustees in relation to matters pertaining to the activities of the Trust in a Region;
 - (b) to represent the views of Friends, volunteers, other stakeholders, and/or special interest or activity groups;
 - (c) to be consulted by the Trustees in any dealings with regional assets and special purpose funds relevant to the Region, including sale or other disposition;
 - (d) to promote and support fundraising and awareness activities in the Region; and
 - (e) such other functions as the Trustees may from time to time determine.
- 9.2 For the avoidance of doubt, the Trustees shall not be obliged to establish Advisory Groups encompassing all areas of New Zealand.
- 9.3 An Advisory Group may be established for a fixed term or indefinitely and for an *ad hoc* or a specific purpose or purposes.
- 9.4 The Trustees shall take reasonable endeavours to ensure that an Advisory Group consists of not less than six persons representative of the relevant region, appointed from time to time by the Trustees (provided that for the avoidance of doubt an Advisory Group may be established, and continue to be validly constituted, if the number of members thereof is less than six).
- 9.5 The Trustees shall take reasonable endeavours to ensure that each person appointed to an Advisory Group is a person familiar with the Trust and its Objects and who is, or has a family member who is, affected by arthritis.
- 9.6 Each person appointed to an Advisory Group:
- (a) shall be appointed for an initial term of such duration determined by the Trustees;
 - (b) may be reappointed by the Trustees for such number of additional terms (each being of three years unless the Trustees determine otherwise) as the Trustees may determine (provided that no member of the Advisory Group may serve more than two consecutive terms at any time); and
 - (c) (notwithstanding anything in paragraph (a) or (b) above) shall cease to be a member of the Advisory Group upon written notice from the Trustees at any time in accordance with clause 9.7(f).

- 9.7 A person shall cease to be a member of the Advisory Group if the person:
- (a) resigns by notice in writing to the Trustees;
 - (b) becomes a person who is disqualified by the Charities Act from being an officer of a charitable entity or who is a current employee of the Trust (such that his or her salary or wages and conditions of employment are determined directly or indirectly by the Trustees or the Chief Executive);
 - (c) dies or can no longer adequately fulfil the role of a member of the Advisory Group due to ill health;
 - (d) refuses to act as a member of the Advisory Group;
 - (e) fails to attend three consecutive meetings of the Advisory Group in the absence of reasons acceptable to the chair thereof; or
 - (f) is removed by notice in writing following a majority resolution of the Trustees.

10. Limitation of liability and indemnity of Trustees

- 10.1 The Trustees are 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.
- 10.2 The indemnity conferred by clause 10.1 may extend to any loss or liability arising after a person has ceased to be a Trustee.
- 10.3 The indemnity conferred by clause 10.1 does not extend to a loss or liability that is attributable to:
- (a) any Trustee's dishonesty;
 - (b) the wilful commission by a Trustee of any act known by the Trustee to be a breach of trust; or
 - (c) the wilful omission by the Trustee of any act when the omission is known by the Trustee to be a breach of trust.
- 10.4 The Trustees are not 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 Trustees, despite any rule of law or equity to the contrary.
- 10.5 The exclusion from liability set out in clause 10.4 does not apply where the consequence or loss is attributable to:
- (a) any Trustee's dishonesty;
 - (b) the wilful commission by a Trustee of any act known by the Trustee to be a breach of trust; or

- (c) the wilful omission by a Trustee of any act when the omission is known by the Trustee to be a breach of trust.

10.6 If there is more than one Trustee, no Trustee is bound to take any proceeding against a co-Trustee for any alleged breach of trust by the co-Trustee.

11. Prohibition on private pecuniary profit

11.1 Despite any other provision in this Deed, no Trustee or any Associated Person thereof shall receive any form of private pecuniary profit from the Trust.

11.2 In the conduct of the activities of the Trust:

- (a) any income, benefit or advantage shall be applied to promote the Objects;
- (b) no Trustee or any Associated Person thereof shall receive any form of private income, benefit or advantage from the activities of the Trust;
- (c) any payment made to the Trustees or any Associated Person thereof for goods or services that promote the Objects must be reasonable and commensurate with payments that would be made between unrelated parties; and
- (d) any payment of salary, wages or other amount to any employee of the Trust (which for the avoidance of doubt may include an Associated Person of a Trustee) in connection with that employment must be reasonable and commensurate with payments that would be made between unrelated parties.

11.3 The provisions and effect of this clause 11 shall not be removed from this Deed and shall be included and implied in any replacement Deed.

12. Friends of the Trust

12.1 Friends of the Trust shall be:

- (a) all persons who were, as at the date of establishment of this Trust, members of the Society;
- (b) each Honorary Life Friend; and
- (c) any other person or persons approved by the Trustees to be a Friend of the Trust.

12.2 Honorary Life Friends of the Trust shall be:

- (a) all persons who were, as at the date of establishment of this Trust, Honorary Life Members of the Society; and
- (b) any person appointed by the Trustees as an Honorary Life Friend of the Trust in recognition of their outstanding service to the Trust.

12.3 Each Friend shall:

- (a) abide by this Deed and each other specification pertaining to the status of a Friend of the Trust determined from time to time by the Trustees;

- (b) not attempt to injure the Trusts or the Objects or bring the Trust or its Objects into disrepute;
- (c) adopt and conform to all decisions and directions of the Trustees from time to time; and
- (d) have no right or claim upon the Trust or to or against the Trust Fund but shall remain liable for any subscription fees (should any be payable) or other money accrued due to the Trust at the time when the Friend ceases to be a Friend.

12.4 If any Friend refuses or neglects to adopt or conform to any decision or direction of the Trustees in any matter whatsoever, or does not abide by this Deed, or injures the Trust or defeats or attempts to defeat the Objects, the Trustees shall give the Friend written notice of default whereupon the Friend shall have 10 days to rectify the default failing which the Trustees may, by not less than two months' notice in writing, terminate the Friend's status as a Friend of the Trust.

12.5 A Friend may resign their status as a Friend of the Trust by giving notice in writing to the Chief Executive or any other person or persons appointed by the Trustees for this purpose.

13. Annual General Meetings

13.1 An Annual General Meeting of the Trust (which shall also be a meeting of the Trustees) shall be held within six months of the Balance Date of the Trust. The Chief Executive shall publicise the place, date and time of the Annual General Meeting, together with a general summary of the business to be discussed at that meeting, by such means as he or she considers appropriate at least 40 days prior to the date of the meeting.

13.2 At the Annual General Meeting the chair of the meeting shall be taken by the Chair of the Trustees and, in the Chair's absence, the Deputy Chair of the Trustees and, failing that, a Trustee nominated by the Trustees shall chair the meeting.

13.3 The city or town where the Annual General Meeting will be held shall be determined by the Trustees. The Trustees will reasonably consider rotating the location of the Annual General Meeting each year, but will not be obliged to do so.

13.4 All Friends and all interested members of the public are entitled to attend the Annual General Meeting. The Trustees may invite a representative of any kindred body, society or association whose aims and objectives are in any way akin to those of the Trust, to attend the Annual General Meeting.

13.5 The purpose of the Annual General Meeting is to:

- (a) review the work of the Trust;
- (b) receive the Financial Statements of the Trust; and
- (c) consult with the Friends of the Trust and any other interested member of the public in respect of matters relevant to the Trust; and
- (d) consider any other matter that concerns the Trust.

13.6 Friends and other interested members of the public who attend the Annual General Meeting shall have speaking rights at the Annual General Meeting in accordance with rules (if any) determined for such purposes by the chair of the Annual General Meeting but (for the avoidance of doubt) shall have no voting rights.

- 13.7 The Chief Executive shall arrange the recording of minutes of the proceedings of the Annual General Meeting. The minutes of an Annual General Meeting shall be presented for approval as to form at the next meeting of the Trustees and presented for confirmation at the next Annual General Meeting.
- 13.8 The Annual General Meeting shall in all other respects be constituted and held in accordance with the provisions of schedule 2 (provided that, for the avoidance of doubt, if anything in that schedule 2 is inconsistent with this clause 13 the provisions of this clause 13 shall prevail).

14. Execution of documents

- 14.1 To execute a deed it will be sufficient for the deed:
- (a) if the Trustees are incorporated as a board under the Charitable Trusts Act and that board has adopted a common seal, to be executed under the common seal of the board attested by either two Trustees or by or one Trustee and the Chief Executive; or
 - (b) if the Trustees are not so incorporated or are incorporated but the board has not adopted a common seal, to be signed by two Trustees.
- 14.2 To make a contract it will be sufficient for the contract to be made by a Trustee who is acting under the express or implied authority of the Trustees.

15. Finance

- 15.1 The financial year of the Trust shall end on the Balance Date in each year.
- 15.2 The Chief Executive shall present to the Trustees a budget to cover the estimated administrative expenses of the Trust for each financial year.
- 15.3 All securities of the Trust shall be kept in such custody as the Trustees may from time to time direct.
- 15.4 All money received by the Chief Executive or any other person on behalf of the Trust shall as soon as practicable be lodged in the Trust's appropriate bank account.
- 15.5 The Trust's bank accounts may be operated (including by electronic means) on behalf of the Trust, and cheques and other negotiable or transferable instruments shall be signed on behalf of the Trust, the Chief Executive and one other authorised manager jointly or by such other two authorised managers as the Trustees may from time to time by resolution determine. Cheques and other negotiable or transferable instruments may be endorsed by the Chief Executive and one other authorised manager or by such other two authorised managers as the Trustees may from time to time by resolution determine.
- 15.6 The Chief Executive shall present the audited Financial Statements to the Annual General Meeting for informational purposes.
- 15.7 An auditor shall be appointed by the Trustees to audit the Financial Statements of the Trust for each financial year. The Trustees shall, in the event of the auditor being unable to act, appoint another in its stead. The Financial Statements shall not be approved unless the auditor's report is attached.

16. Limited amendment of the Deed

- 16.1 Subject to any relevant legislation for the time being in force relating to charitable trusts, the Trustees may by deed amend or revoke any provision of this Deed, but only in a manner that is consistent with the Objects.
- 16.2 No amendment will be made to the Deed if to do so would result in the termination of the registration stated in clause 4.1.

17. Resettlement and winding up of the Trust

- 17.1 The Trustees may at any time resettle any of the income or capital of the Trust Fund on other objects within New Zealand that are similar to the Objects and charitable according to the law of New Zealand.
- 17.2 The Trustees may at any time wind up the Trust. On the winding up the Trustees shall apply the Trust Fund for charitable purposes within New Zealand which further the Objects. If the Trustees cannot determine application of the Trust Fund on a winding up, 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.

18. Governing law


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

Execution

Executed and delivered as a deed.

Executed by **THE ARTHRITIS FOUNDATION OF NEW ZEALAND INCORPORATED** as settlor in the presence of





Board Member



Board Member / Chief Executive

SIGNED by PETER LARMER as Trustee in the presence of:

)

P. Larmar

R.J. MITCHELL
Witness signature

R.J. MITCHELL ACCOUNTANT
Name and occupation

WELLINGTON
Town of residence

SIGNED by ELS DUTTON as Trustee in the presence of:

)

E. Dutton

R.J. MITCHELL
Witness signature

R.J. MITCHELL ACCOUNTANT
Name and occupation

WELLINGTON
Town of residence

SIGNED by LAURIE BREADMORE as Trustee in the presence of:

)

L. Breadmore

R.J. MITCHELL
Witness signature

R.J. MITCHELL ACCOUNTANT
Name and occupation

WELLINGTON
Town of residence

SIGNED by CATHERINE GRACE as
Trustee in the presence of:

)

Catherine Grace

[Signature]

Witness signature

R.J. MITCHELL, ACCOUNTANT

Name and occupation

Wellington

Town of residence

SIGNED by STEPHEN RENATA as
Trustee in the presence of:

)

Stephen Renata

[Signature]

Witness signature

R.J. MITCHELL, ACCOUNTANT

Name and occupation

Wellington

Town of residence

SIGNED by DIGNA TORESEN as
Trustee in the presence of:

)

[Signature] 27.2.18

[Signature]

Witness signature

Administrator

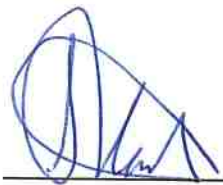
Name and occupation

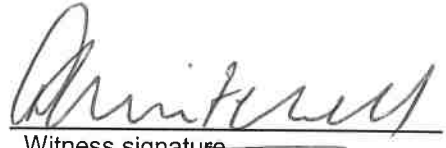
Auckland

Town of residence

SIGNED by JOSEPH STANTON as Trustee in the presence of:

)





Witness signature

R.J. MITCHELL, ACCOUNTANT

Name and occupation

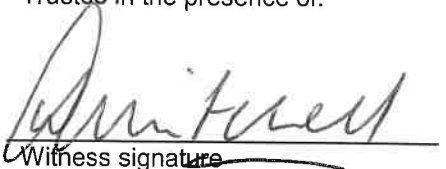
Wellington

Town of residence

SIGNED by ROY TIFFIN as Trustee in the presence of:

)





Witness signature

R.J. MITCHELL, ACCOUNTANT

Name and occupation

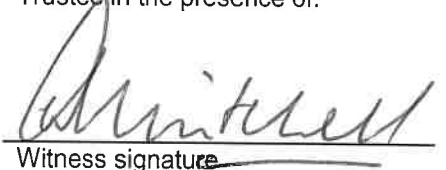
WELLINGTON

Town of residence

SIGNED by MARTIN LENART as Trustee in the presence of:

)





Witness signature

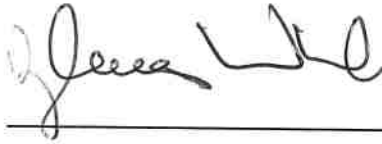
R.J. MITCHELL, ACCOUNTANT

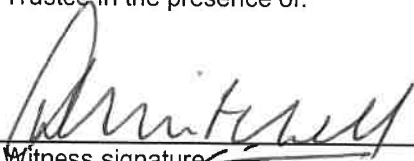
Name and occupation

Wellington

Town of residence

SIGNED by DOUGLAS WHITE as
Trustee in the presence of:

) 


Witness signature

R.J. MITCHELL, ACCOUNTANT
Name and occupation

Wellington
Town of residence

Schedule 1: Appointment and removal of Trustees

1. Number

The minimum number of Trustees shall be seven, and the maximum number of Trustees shall be eleven, provided that the Trustees may reduce or increase the number of Trustees from time to time.

2. Appointment

- 2.1 The power of appointment of a new Trustee (including in the course of imminent retirement of a Trustee) shall vest in the Electoral Council, provided that:
- (a) the Electoral Council must only exercise the power of appointment of a new Trustee after consultation with the Trustees;
 - (b) if there is at any time no Electoral Council then constituted, for such time the power of appointment of a new Trustee shall vest in the Trustees; and
 - (c) if there is at any time no Electoral Council then constituted and also no Trustee, for such time the Trustee Act 1956 shall govern the appointment of a new Trustee.
- 2.2 The appointment of a new Trustee must be in writing.
- 2.3 The Electoral Council shall take reasonable endeavours to ensure that at all times:
- (a) at least half the number of Trustees are persons who are affected by arthritis or have a family member who is affected by arthritis;
 - (b) the Trustees include at least one person who is a representative of each Region; and
 - (c) the Trustees include persons with all relevant skill sets and knowledge given the nature of the Trust and the Objects.

3. Eligibility for appointment

No person:

- (a) disqualified by the Charities Act from being an officer of a charitable entity; or
- (b) who is a current employee of the Trust (such that his or her salary or wages and conditions of employment are determined directly or indirectly by the Trustees or the Chief Executive),

may be a Trustee.

4. Term of appointment

- 4.1 Subject to rule 4.2, each person appointed as a Trustee:
- (a) shall be appointed for an initial term of two years; and

- (b) may be reappointed for such further number of two year terms as the Electoral Council determines (after consultation with the Trustees) in accordance with rule 2.1 above,

provided that no person may serve more than three consecutive terms as Trustee at any time.

4.2 Notwithstanding anything in rule 4.1 above:

- (a) for the purposes of determining the duration of the term of appointment of an initial Trustee of the Trust and the number of consecutive terms such initial Trustee has served as Trustee:
 - (i) the portion of the term of appointment as a Governing Member of the Society which an initial Trustee of the Trust is serving as at the date of establishment of the Trust shall be deemed to be part of the initial term of appointment as a Trustee of the Trust for that Trustee; and
 - (ii) prior terms served as a member of the Governing Body of the Society shall be deemed to be terms served as a Trustee of the Trust; and
- (b) a Trustee may be appointed to a fourth consecutive term of two years if:
 - (i) as at the date of establishment of this Trust, the Trustee in his or her third consecutive term; or
 - (ii) at any other time, the Electoral Council determines (after consultation with the Trustees) that it would be in the best interests of the Trust at that time, taking into account the skills and experience of that Trustee, that the Trustee be appointed for a fourth consecutive term as Trustee.

5. Removal or other cessation

5.1 A person shall cease to be a Trustee if the Trustee:

- (a) resigns by notice in writing;
- (b) becomes a person whom rule 3 of this schedule 1 does not permit to be a Trustee;
- (c) dies or can no longer adequately fulfil the office of Trustee due to ill health;
- (d) refuses to act as a Trustee;
- (e) fails to attend three consecutive Trustee meetings in the absence of reasons acceptable to the Chair; or
- (f) is removed by notice in writing (which may be a deed) of the Electoral Council after consultation with the Trustees.

5.2 The Trustees able to continue to act as Trustees shall resolve any question of whether a Trustee has ceased to be a Trustee pursuant to rule 5.1 of this schedule 1. The decision of the continuing Trustees shall be final.

6. Chair and Deputy Chair

6.1 The Trustees shall elect one of their number to be:

- (a) the Chair of the Trustees (and thereby of the Trust) for an initial term of two years; and
- (b) the Deputy Chair of the Trustees (and thereby of the Trust) for an initial term of one year.

6.2 In the event of equality of voting amongst the Trustees under rule 6.1 above the Trustees will vote again to determine the successful candidate and failing that shall request the Electoral Council to appoint an eligible Trustee as Chair or Deputy Chair (as the case may be).

6.3 No person may serve as Chair or Deputy Chair for more than two consecutive terms.

7. Minute book

Details of new and retiring or otherwise ceasing Trustees shall be recorded in the minute book of the Trust.

Schedule 2: Meetings of Trustees

1. Meetings

- 1.1 Meetings of the Trustees may be called at any time by notice in writing by the Chair or shall be called by the Chief Executive within 10 days of receipt by the Chief Executive of a requisition signed by at least three Trustees (and should the Chief Executive fail to do so any three Trustees may themselves convene such meeting).
- 1.2 The quorum for meetings of the Trustees shall be not less 50 per cent of the members of the Trustees (provided that a Trustee suffering from any temporary physical incapacity, or who is mentally incapable, shall not be treated as a Trustee for the purposes of this rule).
- 1.3 The Chief Executive shall attend all meetings of the Trustees. If the Chief Executive is unable to attend a Trustees' meeting, the Trustees may appoint another suitable employee of the Trust to attend that Trustees' meeting to undertake the Chief Executive's duties for that meeting only.
- 1.4 If a quorum is not present within thirty minutes after the time appointed for a meeting, the meeting may be adjourned. A meeting in session may be adjourned if the Trustees present so resolve.

2. Notice of meetings

- 2.1 Seven days' notice of any meeting specifying the place, day and hour of the meeting and the general nature of the business to be discussed at that meeting shall be communicated to each of the other Trustees. However, the Trustees may (if unanimous) agree to shorten or waive the period of notice.
- 2.2 No notice is necessary for the resumption of an adjourned meeting. However, a Trustee who was not present at the meeting adjourned must be notified of the time and place of the reconvened meeting.

3. Chair of meetings

- 3.1 The Chair shall chair meetings of the Trustees and in the Chair's absence the Trustees may nominate the Deputy Chair as chair of the meeting, or failing that, elect another of their number as chair of the meeting.
- 3.2 The person chairing a meeting may be removed as chair of that meeting at any time by a majority resolution passed by the other Trustees then present.

4. Holding meetings

- 4.1 The contemporaneous linking together by telephone, skype or other means of audible communication of enough Trustees to constitute a quorum shall be a meeting of the Trustees. This is provided that:
- (a) the Trustees received notice of the meeting and constitute a quorum;
 - (b) the Trustees can hear or adequately communicate with each other throughout the meeting; and

- (c) at the start of the meeting each Trustee acknowledges his/her presence to the other Trustees taking part.
- 4.2 A Trustee shall not knowingly disconnect his/her means of communication without the prior consent of the chair.
- 4.3 A Trustee is conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he/she has previously obtained the express consent of the chair to leave the meeting.

5. Decisions

- 5.1 Each Trustee shall be entitled to one vote only on each issue to be determined at a meeting of the Trustees (except when acting as a proxy pursuant to these rules) and every question shall be determined by a majority of the votes of the Trustees (or their proxies) provided that in the case of an equality of votes the chair for the time being shall have a casting as well as a deliberative vote.
- 5.2 Trustees may vote at Trustee meetings personally, by telephone conference, by written advice or facsimile, email or by any other appropriate means of electronic communication or by proxy. All instruments appointing proxies shall be in writing or facsimile under the hand of the appointer whose signature shall be attested by a witness. No person shall be appointed a proxy who is not a member of the Trustees. The instrument appointing a proxy may be handed or delivered to the chair at any time after the proxy form is circulated with the agenda and before the commencement of the meeting at which the person named in such instrument proposes to vote.
- 5.3 A proxy may be appointed only for a specific meeting and any adjournment of the meeting. The proxies shall be disclosed to those members present at the commencement of the meeting. Every instrument of proxy shall as nearly as the circumstances will admit be in the form determined from time to time by the Chair.
- 5.4 A resolution in writing signed by not less than 75 per cent of the Trustees is as valid as if it has been passed at a meeting of the Trustees. Such a resolution in writing may be prepared and signed in counterparts including signature in electronic format.
- 5.5 Any decision or resolution in writing of the Trustees may be rescinded or varied by the Trustees in the same manner as it was passed.

6. Minutes of meetings

- 6.1 The Chief Executive shall maintain a minute book recording minutes of the Trustees' meetings and their decisions. The minute book may be in hard copy or electronic format. The Chief Executive shall use reasonable endeavours to circulate the minutes to all Trustees within 21 days after each meeting of the Trustees.
- 6.2 There is prima facie evidence of the approval of matters referred to in a meeting minute where the chair of the meeting, or the chair of the next meeting:
 - (a) records the minute in an electronic message; or
 - (b) signs the minute.
- 6.3 Decisions recorded in the minutes shall be read in conjunction with this Deed and are binding on all persons interested in the Trust.