

The Conference of the Methodist Church of New Zealand, Te Hāhi Weteriana o Aotearoa

Methodist Mission Northern Trust Board

**Deed of Variation of Trust
Methodist Mission Northern**

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Parties

1. **The Conference of the Methodist Church of New Zealand, Te Hāhi Weteriana o Aotearoa**; and
2. **Methodist Mission Northern (Board)**, being a charitable trust board comprising of **Ruth Bruce, Pam Elgar** (*ex officio*), **Abhishek Solomon, Leon Wijohn, Arapera Ngaha, Sonia Pope, Ruanna Leatlu** (Trustee).

History of Methodist Mission Northern

- I. The Trust traces its origins to Methodist social mission work established in Auckland in 1885, beginning with the Helping Hand Mission in Freeman's Bay and the East Street Mission associated with Pitt Street Church. These early ministries were founded to respond to poverty, hardship and social distress through practical care, advocacy and community service.
- II. In 1927, these mission activities were formally amalgamated as the Auckland Methodist Mission, reflecting a unified commitment to Christian service grounded in the Methodist tradition. Throughout the twentieth century, the Auckland Methodist Mission expanded its activities in response to changing community needs, including food relief, housing, services for older people, and support for individuals and families experiencing hardship.
- III. In 1997, the Auckland Methodist Mission adopted the name Methodist Mission Northern. In 2009, Methodist Mission Northern's social services and property functions were restructured into distinct but related charitable trusts, with Methodist Mission Northern continuing as the overarching mission trust, maintaining Methodist identity, purpose, objects and stewardship.
- IV. In 2026, following the rulings of Conference, changes to the structure of Methodist Mission Northern were initiated to ensure the alignment of The Lifewise Trust and Airedale Property Trust with the Mission and the Mission of the Methodist Church.

Introduction

- A. By decision of Conference dated on or about the date of this Deed, the rules of Methodist Mission Northern, as set out in its constitution dated 1997 and as amended March 2008, are hereby replaced and amended as set out in this deed (together the **Deed**).
- B. Methodist Mission Northern is and remains a Charitable Trust established under the auspices of the Methodist Church of New Zealand, Te Hāhi Weteriana o Aotearoa (**Methodist Church**) and pursuant to the laws of New Zealand.
- C. The Trust is to continue to develop the legacy and work from its earliest origins and is dedicated to the Purposes set out in clause 4 of this Deed in accordance with the Mission of the Methodist Church.
- D. The Trustee holds Trust Property upon the terms and with and subject to the powers and discretions set out in this Deed, and anticipate that further money, property and investments may from time to time be acquired by the Trustee.

Operative Provisions

1. Name of Trust

- 1.1 The trust is to continue to be known as **Methodist Mission Northern**.

2. Definitions and interpretations

2.1 Definitions

In this Deed, unless the context otherwise requires:

Airedale Property Trust means the trust established by deed dated 19 March 2009 and as amended from time to time.

Board means the Members of the Board of Methodist Mission Northern as referred to in this Deed and incorporated pursuant to the Charitable Trusts Act 1957, and that occupies the role of Trustee of the Methodist Mission Northern Charitable Trust.

Charity means any trust, foundation, company or other organisation whatever established for purposes regarded as charitable under the laws of New Zealand.

Conference means the governing body of the Methodist Church as provided for in the Laws and Regulations.

Income means income as calculated in accordance with the Income Tax Act 2007 or any superseding legislation.

Laws and Regulations means the Laws and Regulations of the Methodist Church of New Zealand Te Hāhi Weteriana o Aotearoa, First Edition dated 1915, and as amended in all subsequent editions.

The Lifewise Trust means the trust established by deed dated 19 March 2009 and as amended from time to time.

Methodist means those persons, purposes and objects defined as such in the Laws and Regulations.

Methodist Church means the Methodist Church of New Zealand, Te Hāhi Weteriana o Aotearoa.

Mission of the Methodist Church means the statement approved by Conference 1989 and all subsequent amendments.

Mission means the mission of Methodist Mission Northern as defined by the Trustee from time to time, having regards to the terms of this Deed and the intention of the Methodist Church in establishing this Trust.

President means the appointed president from time to time of the Methodist Church and acting under the authority set out in the Laws and Regulations, including where empowered to act for and on behalf of Conference.

Purposes shall mean the purposes of the Trust set out in clause 4 of this Deed.

Trust means the trust of Methodist Mission Northern recorded by constitution of 1997 and as amended in March 2008 and pursuant to the terms of this Deed.

Trustee, Trustees, Board, Board member and **officer** shall, for the purposes of this Deed have a similar meaning in so far as they refer to the actions of any person or persons occupying a position in the Trust who is able to exercise significant influence over substantial decision of the entity. This includes, but is not limited to, the members of the Board and any person occupying any other position that enables them to exercise such influence, subject at all time to the terms of this Deed and the basis of their appointment. The use of these terms shall include the members of the Board for the time being of the Trust, whether original, additional or substituted. For the avoidance of doubt, these terms shall further include and apply to the members of any charitable trust board from time to time if such trustees are incorporated as a charitable trust board under part 2 of the Charitable Trusts Act 1957, whether original, additional or substituted.

Trust Property means the existing and any further trust property which may in the future be acquired by the Trustee from any source whatever for the Purposes of the Trust, the moneys and investments from time to time representing such property, and, unless inconsistent with the context, the income received from such property. In determining the manner in which Trust Property is dealt with, the Trustee shall have regard to the origin of such assets.

2.2 Interpretation

In this Deed:

2.2.1 except as otherwise expressly provided by this Deed, the powers or discretions as to the administration of the Trust or as to the distribution of the income and the capital of the Trust Property vested in the Trustee by any clause shall not in any way be limited or restricted by the interpretation of any other clause.

2.2.2 **charitable purposes** means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is exclusively charitable.

- 2.2.3 **company** includes a corporation or other body corporate and a body of persons (whether incorporated or not).
- 2.2.4 **corporation** includes a corporation or other body corporate and a body of persons (whether unincorporated or not) including any entity created by virtue of statute and a limited liability company as defined under the Companies Act 1993;
- 2.2.5 **person** and words importing a person or persons include a company, firm, organisation or trust and any state, government or governmental agency;
- 2.2.6 **property** means any real or personal property of any kind or nature and includes any right or interest therein.
- 2.2.7 Words in the singular include the plural and vice versa;
- 2.2.8 Reference to any Act of Parliament (or any provision of any Act) includes any provision which replaces, consolidates or changes it;
- 2.2.9 Each power given to the Trustee by this Deed is to be read independently and its meaning is not limited by reference to any other clause or sub-clause;
- 2.2.10 Words importing one gender include the other genders;
- 2.2.11 Words denoting natural persons include companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state, government departments, state-owned enterprises and municipal authorities in each case whether or not having separate legal personality; and
- 2.2.12 Reference to a clause is, unless otherwise specified, a reference to a clause of this Deed.

3. Declaration of Trust

- 3.1 The Trustee declares and acknowledges, that the Trustee shall continue to hold the Trust Property upon the trusts, and with and subject to the powers and discretions, contained or implied in this Deed.

4. Purposes

- 4.1 The Trustee shall continue to hold the Trust Property upon trust to pay or apply in New Zealand the income and the capital of the Trust Property in any manner whatsoever in the furtherance of its charitable purposes, including without limitation:
- 4.1.1 To carry out, on behalf of the Methodist Church, all forms of religious, charitable, educational and social work, relief of poverty and other purposes beneficial to the community, as appropriate for the furtherance of the Mission of the Methodist Church in New Zealand, and at all times having regard to the needs, work and Mission.
- 4.1.2 To respect and implement He Whakaputanga and Te Tiriti o Waitangi, including by reflecting the Methodist Church's commitment to partnership and its' bicultural journey in the delivery of the Mission of Methodist Mission Northern and the Mission of the Methodist Church.

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- 4.1.3 To undertake the investment of Trust Property at all times having regard to the social and charitable benefit to the Mission of Methodist Mission Northern, the Mission of the Methodist Church, and those with greater needs in our society.
- 4.1.4 To engage solely or in conjunction with the Methodist Church related entities and other entities, whether faith based or secular, in investment and development projects, including in respect of social housing, community and socially beneficial initiatives, in order to provide support and assistance to the Mission of Methodist Mission Northern, the Mission of the Methodist Church in New Zealand and those with greater needs in our society, while ensuring the financial viability of the Trust.
- 4.1.5 The purpose of the Trust is to advance charitable outcomes consistent with the Methodist tradition of social justice, compassion and service, by responding to social need, alleviating poverty and distress, supporting wellbeing, and promoting the dignity and mana of individuals, whānau and communities.
- 4.1.6 All activities of the Trust are to be carried out with while having regard to the Trust's charitable purposes (within the meaning of New Zealand law) with a view to maintaining consistency with such purposes to the extent practicable for the Trustee, and in a manner consistent with the values and mission of Methodism.
- 4.1.7 To promote and enhance the dignity of all people through:
- (a) Providing compassionate care, support and empowerment of those most vulnerable in our community;
 - (b) Building communities, neighbourhoods and a wider society that are fair and inclusive; and
 - (c) Challenging injustice and working for social transformation.
- 4.1.8 To develop, review, update and have regard to such ancillary documents as the Trustee may cause to be created from time to time, which may include the strategic plan, Methodist Mission Northern values, theological beliefs, to meet the varying needs of Aotearoa New Zealand and shall at all times be subject to the terms of this Deed.
- 4.1.9 Such other charitable purposes which the Trustee may from time to time identify and determine, provided always that those purposes may properly be regarded as charitable purposes according to the laws of New Zealand.
- 4.2 **Means of achieving Purposes:** The Trustee may, in order to achieve the Purposes of the Trust, in addition to all other powers vested in the Trustee undertake, such activities and enterprises as may be necessary or desirable including to:
- 4.2.1 Provide, in response to its Mission, support for the enablement of services and initiatives including (without limitation) social services, housing and accommodation, care and support for vulnerable people, community development, advocacy, education and the stewardship of property and resources for charitable benefit;
- 4.2.2 Maintain liaison with the ministry and membership of Methodist and co-operative ventures and with other social service agencies or other bodies, whether church or secular, whose work could assist the purpose of the Mission;

- 4.2.3 Where appropriate, enter into joint ventures or working arrangements with other agencies of the Methodist Church, or of any other churches, or any persons, bodies, or corporations for the object of furthering the purpose of the Mission, including Airedale Property Trust or The Lifewise Trust or any similar organisation;
- 4.2.4 Initiate action to ensure that new approaches are taken, and that social services are reviewed and developed, to meet the changing needs of society, including in respect of education, core social services (including housing and food insecurity, financial mentoring and health-related support), mental health, drug and alcohol addiction, residential care, and social enterprises;
- 4.2.5 Ensure the Trust retains its ability to act as a long-term investment vehicle that will permit, by way of prudent investment, an ongoing ability to sustain and give effect to its Purposes;
- 4.2.6 Develop strategic plans for the Trust to best give effect to the Purposes of the Trust, including in respect of investment strategy. In developing such plans, the Trustee shall take into account the views of Conference and such other organisations within the Methodist Church as the Trustee sees fit. Where real property is being acquired or disposed of the Trustee shall consult with such other committees or organisations within the Methodist Church as required under the Laws and Regulations;
- 4.2.7 Utilise capital and income for investment and development projects, including in respect of vulnerable persons (such as those suffering from housing and food insecurity), drug and alcohol addiction, and mental health issues housing, community and socially beneficial initiatives which provide a direct benefit, support and assistance to the Mission of the Methodist Church in New Zealand and those with greater needs in our society;
- 4.2.8 Engage and enter into contracts with organisations with Methodist Church related entities, government, local council and other public bodies, limited liability companies, iwi, hapū and other community groups, private and commercial enterprises and other charitable and not for profit organisations to provide services that are directly connected with or ancillary to the Purposes of the Trust;
- 4.2.9 Seek, raise, accept and receive subscriptions, donations, grants, subsidies, gifts, legacies, loans and bequests in money, in kind or partly in both;
- 4.2.10 Employ, engage or procure contracts with persons to assist in achieving the Purposes of the Trust;
- 4.2.11 Receive grants and other financial assistance from other charitable trusts, societies, persons or entities;
- 4.2.12 Establish programmes for the assistance of eligible persons or entities;
- 4.2.13 Acquire, hold, convert, lay out, improve, establish, and maintain any premises of whatever nature or tenure;
- 4.2.14 Acquire, modify, improve, lease, distribute, or use in any way plant, equipment, goods, and material of any nature;

- 4.2.15 Subsidise, encourage, and co-operate with any other person, organisation, or group (whether incorporated or not) sharing similar charitable Purposes and objects as the Trust;
- 4.2.16 Insure against claims and to take out such insurances as may be deemed necessary to enable the Purposes of the Trust to be given effect; and
- 4.2.17 Undertake such other activities and enterprises as the Trustee may decide will further the Purposes of the Trust.

5. Duties of the Trustee

5.1 **Mandatory Duties:** The Trustee has the following duties:

- 5.1.1 To know the terms of the Trust;
- 5.1.2 To act in accordance with the terms of the Trust;
- 5.1.3 To act honestly and in good faith;
- 5.1.4 To act to further the permitted purpose of the Trust, in accordance with the terms of the Trust; and
- 5.1.5 To exercise their powers for a proper purpose.

5.2 In performing the mandatory duties, the Trustee must have regard to the context and objectives of the Trust.

5.3 **Default Duties:** Unless otherwise modified or excluded by the terms of this Deed or any subsequent variation in accordance with clause 21.1, the Trustee has the duties set out in sections 29 to 38 of the Trusts Act 2019 (**Trusts Act**). The Trustee records that the following default duties have been expressly modified or excluded by the terms of this Deed.

- 5.3.1 The duty to exercise the care and skill that is reasonable in the circumstances, having regard to any special knowledge or experience that the Trustee has or is expected to have by virtue of their profession (contained in section 29 of the Trusts Act) and to invest prudently (contained in section 30 of the Trusts Act) have been modified by clause 6.3 of this Deed.
- 5.3.2 The duty not to profit (contained in section 36 of the Trusts Act), the duty not to act directly or indirectly for the Trustee's own benefit (contained in section 31 of the Trusts Act) and the duty to act for no reward (contained in section 37 of the Trusts Act) have been modified by clauses 13 and 14 of this Deed.
- 5.3.3 The duty to avoid conflict of interest (contained in section 34 of the Trusts Act) has been modified by clause 12 of this Deed.
- 5.3.4 The duty to act unanimously (contained in section 38 of the Trusts Act) has been modified by clauses 9, 10 and 21 of this Deed.
- 5.3.5 The following default duties are hereby excluded:

- (a) The duty not to bind or commit a Trustee to a future exercise of a discretion (contained in section 33 of the Trusts Act);
- (b) The duty of impartiality (contained in section 35 of the Trusts Act).

5.3.6 The following default duties have not been modified or excluded and will apply by default:

- (a) The duty to consider the exercise of power (contained in section 32 of the Trusts Act).

6. Powers and discretions of the Trustee

6.1 **Powers:** To achieve the Purposes and objects of the Trust the Trustee shall have in the administration, management and investment of the Trust Property all the rights, powers and privileges of a natural person, and, subject always to the trusts imposed by this Deed, may deal with the Trust Property as if the Trustee was the absolute owner of and beneficially entitled to the Trust Property, and accordingly, in addition to any specific powers vested in the Trustee by law, in dealing with the Trust Property or acting as Trustee of the Trust the Trustee may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give mortgages, other securities and guarantees.

6.2 **Discretions:** Except as otherwise expressly provided by this Deed, the Trustee may exercise all the powers and discretions vested in the Trustee by this Deed in the absolute and uncontrolled discretion of the Trustee, at such time or times, upon such terms and conditions, and in such manner as the Trustee may decide.

6.3 General Duty of Care and Investment discretion:

6.3.1 In exercising their powers of investment the Trustee may acquire any property, or retain or deal with any property which from time to time comprises the whole or part of the Trust Property, notwithstanding that any act or omission by the Trustee in the exercise of those powers and discretions would be, or could be, contrary to the principles governing the investment of the Trust Property set out by law.

6.3.2 In the exercise of their powers of investment, the Trustee is to have regard to the Purposes of the Trust and such Purposes are to help inform and guide the principles governing the investment of the Trust Property insofar as is reasonably practicable.

6.3.3 In administering the Trust and in exercising their discretion with regards to investment, the Trustee shall only be held to such a degree of care and skill that is considered to be the minimum required at law.

6.3.4 This clause 6.3 modifies sections 29 and 30 of the Trusts Act and any future legislation relating to the imposition of a higher standard of duty of care, including the exercise of any deemed knowledge or experience, upon the actions of the Trustee.

6.4 Investment principles

- 6.4.1 In making investments of Trust Property, the Trustee shall have regard to the Mission of Methodist Mission Northern and the Mission of the Methodist Church, and principles of ethical investment from time to time.
- 6.4.2 The Trustee has authority to invest any or all Trust Property as they think fit, at any time.
- 6.4.3 Sections 29 and 30 of the Trusts Act will not apply to the investment of the Trust Property. When exercising any power to invest the Trust Property, the Trustee must exercise the care and skill that is reasonable in the circumstances and need not take into account any matters set out in section 59 of the Trusts Act. In making any such investments, the Trustee is expressly authorised to consider whether such investments align with the Purposes of the Trust as set out in this Deed. With regards to the investments the Trustee chooses to make, or declines to make, as a result of such considerations, the Trustee shall not be liable for any claim under sections 29 and 30 of the Trusts Act in respect of such decision.
- 6.4.4 The previous sub-clause is to be treated as a modification and exclusion under section 28 of the Trusts Act in respect of investment of Trust Property but the Trustee must invest in good faith.
- 6.4.5 The Trustee will not be held liable for any loss or liability resulting from investment in accordance with the Purposes of the Trust, any of these general investment principles, adherence to the Mission of the Methodist Mission Northern and the Mission of the Methodist Church, principles of ethical investment and the clauses which follow. The Trustee will be indemnified out of the Trust Property in each such case.
- 6.4.6 The clauses which follow are intended only to extend and amplify these investment principles and to avoid any doubt. Nothing in the following clauses is to be read so as to limit the wide applications and intentions of these investment principles.

6.5 Freedom to invest

- 6.5.1 The Trustee need not diversify investments or maintain a balanced investment strategy.
- 6.5.2 The Trustee may retain land or interests in land or bank deposits or bank accounts or any other type of investments as the sole or predominant asset class in the Trust Property.
- 6.5.3 The Trustee may adopt a portfolio approach to investment, with or without taking advice.
- 6.5.4 The Trustee may hold wasting assets or those which produce little or no income and is expressly permitted to hold interests in property which may be of a wasting or speculative nature. This shall include, but is not limited to, long term leases of land, reversionary rights and ground leases.
- 6.5.5 The Trustee may delegate investment decisions, management or allocation to a professional investment manager or adviser or a trustee corporation.

6.5.6 The Trustee will not have any duty to insist on payment of dividends or distributions from any company they have an interest in.

6.5.7 The Trustee will at all times be entitled, as of right, to a set off of the type specified in section 129 of the Trusts Act, as if this had already been approved by the court in respect of the entire Trust Property.

6.6 Onerous property

6.6.1 The Trustee will not be bound to accept or take the transfer of any company shares which are not fully paid up, or of any leasehold property, or of any other property which is or may be subject to a liability which could result in the registered or legal owner of such property incurring a liability.

6.7 Shareholdings

6.7.1 The Trustee need not interfere or be involved in any way in managing or supervising the business of any company or incorporated body which the Trustee may hold shares in.

6.7.2 Sub-clause 6.7.1 applies no matter what proportion of the total capital of the company is held by the Trustee.

6.7.3 The Trustee will be entitled to leave all the operation of a business in which the Trustee may hold shares to the directors of the company or incorporated body, unless they actually know that a director has acted dishonestly or has misappropriated money as director.

6.7.4 Sub-clause 6.7.3 applies to paying dividends or deciding not to pay dividends, and all other aspects of operation of the business.

6.7.5 No one who has any entitlement or interest in the Trust, will have any authority to insist on dividends or distributions being paid to the Trust.

6.8 Businesses

6.8.1 The Trustee may acquire, commence or carry on any type of business either alone or in a partnership including in a joint venture with such commercial, for profit, not for profit, government, charitable or other entity or with any person or persons, for such time as the Trustee thinks fit. The Trustee may use any part of the Trust Property as capital in the business and employ anyone in the business that the Trustee thinks fit.

6.8.2 The Trustee will not be liable for any loss caused by carrying on the business. The Trustee may meet any business losses for any accounting period out of the income and capital of the Trust Property in such proportions as the Trustee thinks fit.

6.9 Business termination

6.9.1 The Trustee may wind up or agree to the winding up, of any partnership, joint venture or other business, or to the withdrawal of the Trustee from such partnership, joint venture or business on any terms and conditions that the Trustee thinks fit.

7. Application of Trust Property

7.1 The Trustee:

- 7.1.1 may, in any one year, use or apply, or decide not to use or apply, the income of the Trust Property for all or any of the Purposes of the Trust;
- 7.1.2 may, in any one year, use or apply any capital of the Trust Property for all or any of the Purposes of the Trust without first using or applying the whole or any portion of the income of the Trust Property for that year;
- 7.1.3 may, in any one year, set aside reserves or accumulations for future use or application.

8. The Trustee

- 8.1 The Trust shall be managed and administered by the Board. References in this clause to the roles, duties, powers and procedures regarding the Board or a member of the Board shall be deemed to apply to all persons acting as a Trustee.

- 8.2 **Number of Board members:** The number of members of the Board shall not be less than 7 and not more than 11, subject to the following:

- 8.2.1 Where the number of Board members is less than 7, but 5 or more Board members remain in office, then the Board may carry out its duties for a period of not more than six months from the date at which the number of Board members changes to less than 7. At the expiry of such six-month period, if the number of Board members has not been returned to 7 or more then the Board shall not be permitted to take any actions other than those required to appoint additional Board members to return the number of Board members to 7 or more.

- 8.2.2 If at any time the number of Board members drops to less than 5 then the Board shall not be permitted to take any actions other than those required to appoint additional Board members to return the number of Board members to 5.

- 8.3 **Cessation of office of a Board member:** Any person shall cease to be a Board member if he or she:

- 8.3.1 resigns as a Board member in accordance with this Deed; or
- 8.3.2 fails or neglects to attend three consecutive meetings of the Board without leave of absence, unless it appears to the other Board members at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance; or
- 8.3.3 becomes of unsound mind or becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
- 8.3.4 becomes insolvent or commits an act of bankruptcy; or
- 8.3.5 dies; or

8.3.6 is removed from office by Conference in accordance with the terms of this Deed.

The Board member concerned shall cease to hold office in a case where sub-clause 8.3.2 applies from the date of the first meeting of the Board after that Board member's third consecutive absence without leave, and in cases where any of sub-clauses 8.3.3 to 8.3.6 apply from the date of the event mentioned.

8.4 **Resignation of Board member:** A Board member may resign by giving not less than thirty days (or such shorter period of notice as the Board may accept) notice in writing to the other members of the Board. Upon the expiry of such notice the Board member so resigning shall cease to be a member of the Board, except as to the acts and deeds necessary for the proper vesting of the Trust Property in the continuing or new Board acting as Trustee, which acts and deeds shall be done and executed at the expense of the Trust Property.

8.5 **Removal of Board member:** Notwithstanding anything contained or implied in this Deed, a Board member may at any time be removed as a member of the Board by a resolution of Conference, if in the opinion of Conference the continuation in office of the Board member so removed shall not be in the best interests of the Board. For the avoidance of doubt, any such opinion reached by Conference will be a ground for the removal of a Trustee for the purposes of section 103(2) of the Trusts Act, as are each of the matters described in clause 8.3 of this Deed.

8.6 **Effect of removal of Board member:** Upon the removal of a Board member from office, that person so removed shall cease to be a member of the Board, except as to the acts and deeds necessary for the proper vesting of the Trust Property in the Trustee which acts and deeds shall be done and executed at the expense of the Trust Property.

8.7 **Appointment of Board member:** The power of appointment of a new or additional Board member shall be vested in Conference. The Board may make recommendations to Conference as to the skill sets that may be required or to suggest persons for consideration.

9. The Board

9.1 The Trust shall be managed and administered by the Board. Where a Board is present all references in this Deed to "the Trustee" shall be read as applying to the Board unless stated otherwise.

9.2 The Board shall comprise a minimum of 7 persons appointed by Conference together, where such role is occupied, including the Chief Executive Officer or their successor in title.

9.3 The position of the Chief Executive Officer is *ex officio*, and the absence of a person appointed to such a role shall not invalidate any decision of the Board provided that the members of the Board are not less than 6. The Chief Executive Officer shall be required to excuse themselves from any discussion or decision-making process as they or the other members of the Board may require from time to time. Any decision made by the Board in such circumstances shall be treated as binding and the Chief Executive Officer's absence shall not affect the validity of any such decision or the process by which a consensus, or other, decision of the Board is reached.

9.4 In making any recommendations under clause 8.7, the Board shall have regard to the experience, knowledge, expertise, and other relevant qualities of the current or proposed

Board members, including in respect of the social sector, commercial matters or relevant knowledge of Trust Property and Purposes.

9.5 The decision as to the Board's recommendations to Conference is to be determined by the Board by way of a consensus decision process.

9.6 The Board may appoint such special trust advisors, or non-decision-making members of the Board, for such term and on such basis as the Board determines. Any such persons so appointed by the Board are not members of the Board unless appointed as such by Conference.

9.7 The affairs and investments of the Trust shall be managed on its behalf by the Board, which shall administer and apply them in implementing the Purposes and objects of the Trust. Whilst incorporated as a Board the powers and discretions conferred upon the Trustee by law or by this Deed shall be conferred upon the Trustee as a trust board.

10. The Methodist Church

10.1 The Trustee, shall at all times have regards to the terms of this Deed, including the History of Methodist Mission Northern, Introduction and Purposes as set out above. In so doing, the Board recognises that the Mission of Methodist Mission Northern is itself informed by the Mission of the Methodist Church. Having regards to such, the Board members understand that the Mission of Methodist Mission Northern is intended to act as a practical manifestation of the Methodist tradition of social service and social principles within the community.

10.2 In such context, the Trustee recognises that the Methodist Church is comprised of various partner organisations and bodies that are united in their shared mission and the Board will seek to promote effective working relationships, coordination and outcomes in the furtherance of such mission.

10.3 The Board recognises the role of Conference, as referred to throughout this Deed. The Board will also provide to Conference such reports as may be required by Conference or the President of the Methodist Church acting as Conference from time to time.

10.4 The Board shall send such representatives from the Board as may be required to attend Conference.

10.5 The Board shall have regard to the decisions of Conference and the Rules and Regulations of the of the Methodist Church, as amended from time to time, including its bi-cultural journey, in the manner of which it makes its decisions in giving effect to the appointment of any Chief Executive Officer. In doing so, the Board will consult with the President of the Methodist Church acting as Conference prior to any decision being made.

11. Management of the Trust

11.1 General:

11.1.1 The Trustee shall have the absolute management and entire control of the Trust Property.

11.1.2 The Trustee may from time to time appoint, remunerate and dismiss officers or employees of the Trust.

11.1.3 Any individual, whether or not a Trustee, may be appointed as an officer or employee of the Trust.

11.2 Meetings:

11.2.1 The Trustee shall meet to conduct business at such intervals as the Trustee may decide. The Trustee may invite to such meeting whatever other person or persons as the Trustee may decide will assist with their deliberations.

11.2.2 Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Board shall be decided by a consensus of the Board members personally present on the matter.

11.2.3 Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Board members shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Board members. Any such document sent by a Board member by electronic means shall be deemed to have been duly signed by that Board member.

11.2.4 Any Trustee or Board member may at any time give notice convening a meeting of the Board. Such notice shall be given by letter posted or sent by electronic means to each Board member 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.

11.2.5 In the event that the number of Board members is less than 7 then the quorum for a meeting shall be three Board members. In the event that there are 7 or more Board members, then the quorum for a meeting shall be 4 Board members.

11.2.6 The contemporaneous linking together of the Board members by telephone, audio-visual link or other electronic means of communication (**telephone**) shall constitute a meeting of the Board members and the provisions of this clause as to meetings of the Board members shall apply to such meetings provided the following conditions are met:

- (a) each Board member shall be entitled to notice of such a meeting by telephone and to be linked by telephone for the purposes of the meeting;
- (b) each of the Board members taking part in the meeting by telephone must be able to hear each of the other Board members taking part during the whole of the meeting;
- (c) at the commencement and conclusion of such meeting each Board member must acknowledge the presence of each other Board member for the purpose of a meeting of the Board being held;
- (d) a Board member may not withdraw from such a meeting unless that Board member has previously obtained the express consent of the Chairperson of the meeting to do so;
- (e) a Board member 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 Board member 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.

11.3 **Chairperson and Deputy Chairperson:**

11.3.1 The Board shall elect one Board member to act as Chairperson, either from year to year, or for such period as the Board may decide.

11.3.2 The Board may also appoint one Board member to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Board may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

11.4 **Secretary:** The Board may appoint a Secretary who may be honorary, or may be a full-time or part-time employee of the Trust. The appointment of a Secretary does not confer on such person the role of Trustee.

11.5 **Treasurer:** The Board may appoint a Treasurer who may be honorary, or may be a full-time or part-time employee of the Trust. The appointment of a Treasurer does not confer on such person the role of Trustee.

11.6 **Minutes:** Minutes of the proceedings of all meetings of the Board shall be recorded in a book either physically or digitally to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. If the Trust does not have a secretary at any time, the Chairperson may nominate any person whether or not a Trustee to keep minutes.

11.7 **Delegation of Powers:**

11.7.1 The Trustee may delegate, in writing, to any person or committee, whether or not a Board member, such of the powers of the Trustee as the Trustee may decide;

11.7.2 Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;

11.7.3 The Trustee may revoke, in writing, wholly or partly any delegation of the powers of the Trustee at any time;

11.7.4 Subject to any directions given by the Trustee, any person or committee to which any powers of the Trustee have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide;

11.7.5 The Trustee may, in delegating the powers of the Trustee, provide restrictions or rules by or within which such delegated powers are to be exercised.

- 11.8 **Bank account:** The Trustee shall keep an account or accounts at such bank or banks as the Trustee may decide. Mandates, transfers, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustee may decide.
- 11.9 **Accounts and audit:** The Trustee shall cause true accounts for each year to be kept in such manner as the Trustee may decide of all receipts, credits, payments, assets and liabilities of the Trust Property and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust may, at the Trustee's discretion, be audited once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustee.
12. **Liability and indemnity of the Trustee**
- 12.1 **No liability of the Trustee, with exceptions:** No Trustee, former Trustee, Board member, former Board member or officer of any Trustee or former Trustee shall be liable for any loss to the Trust Property not attributable to that Trustee's, Board member' or officer's own dishonesty, the wilful commission or omission by that Trustee or officer of an act known by that Trustee or officer to be a breach of trust or the Trustee's gross negligence. No Trustee or officer shall be bound to take any proceedings against a co-trustee or former Trustee for any breach or alleged breach of trust committed by such co-trustee or former Trustee or any officer of any co-Trustee or former Trustee.
- 12.2 **Indemnity of the Trustee:** Each Trustee, former Trustee, Board member, former Board member or officer of any Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust Property for any personal liability which that Trustee, former Trustee, Board member, former Board member or officer may incur in any way arising from or in connection with that Trustee, former Trustee or officer acting or purporting to act as a Trustee of the Trust, provided such liability is not attributable to that Trustee's or officer's own dishonesty, the wilful commission or omission by that Trustee or officer of an act known by that Trustee or officer to be a breach of trust or the Trustee's gross negligence.
13. **Interested Trustee**
- 13.1 Any Trustee or Board member who is or may be in any other capacity whatever 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 disclose the nature and extent of that Trustee's or Board member's interest to the other Board members, and shall not take any part whatever in any deliberations of the Board concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust.
14. **Remuneration of Board members**
- 14.1 **Authority to remunerate Board members:** the members of the Board may, in consultation with Conference, or the President acting as Conference, authorise the payment of reasonable remuneration for members of the Board for the performance of their ordinary duties and responsibilities as Board members. Such remuneration must:
- 14.1.1 Be commensurate with the duties performed by the respective members of the Board;
- 14.1.2 Not exceed what is deemed reasonable by the Board for such services rendered; and

14.1.3 Not be inconsistent with any rule of the Methodist Church in respect of the role or remuneration of presbyters, and any other applicable New Zealand law.

14.2 **Further conditions regarding remuneration and expenses:** the following additional terms apply in respect of the manner in which Board members may be remunerated or otherwise compensated during the performance of their respective duties:

14.2.1 Any Board member who receives remuneration or benefits pursuant to the terms of this Deed shall not participate in the decision-making process concerning the approval of their own remuneration;

14.2.2 The Board must document the reasons for determining that the remuneration or benefits are fair and reasonable, and such records must be documented in the Trust's records;

14.2.3 Any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;

14.2.4 The Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;

14.2.5 Any Trustee or Board member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or Board member or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;

14.2.6 Any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with the company or undertaking is in any way attributable to that Trustee's connection with the Trust.

14.3 **Trustee to comply with restrictions:** The Trustee, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

15. **Restrictions on benefits to and influence by interested persons**

15.1 **Recipient not to influence benefits:** Notwithstanding anything contained or implied in this Deed, any person who is:

15.1.1 a settlor or Trustee or member of the Board; or

15.1.2 a shareholder or director of any company carrying on any business of the Trust; or

15.1.3 a settlor or trustee of any trust which is a shareholder of any company carrying on business of the Trust; or

15.1.4 an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director.

shall not by virtue of that capacity in any way (whether directly or indirectly) determine or materially influence in any way the determination of the nature or the amount of any benefit

or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

- 15.2 **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 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 15.1.
16. **Allocation of receipts**
- 16.1 **Allocation of payments between capital and income:** If any dividend or distribution is received which in the opinion of the Trustee has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustee may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Property. Such decision shall be made by the Trustee after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustee shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustee under this clause.
- 16.2 **No apportionment in respect of date of payment:** There shall be no apportionment as between capital and income of the Trust Property of rents, interest, dividends, or other periodic payments for the period current to the date of commencement of the Trust or for any other period current at the date upon which any interest created under the terms of this Deed commences or determines.
17. **Appointment and removal of custodian trustee**
- 17.1 The Trustee may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Property, or any part of the Trust Property, upon such terms as the Trustee may decide, or otherwise to act pursuant to the provisions of section 67(1) of the Trusts Act, and the Trustee may at any time by deed revoke any such appointment.
18. **Office of the Trust**
- 18.1 The office of the Trust shall be at such place as the Trustee from time to time may decide.
19. **Seal**
- 19.1 Upon incorporation under the Charitable Trusts Act 1957 the Trust may have a common seal which may be affixed by the authority of the Trustee previously given to any document requiring execution by the Trustee. Every such affixing may be attested by 2 Board members and shall be sufficient evidence of authority to affix the seal.
- 19.2 No person dealing with the Trustee shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

20. **Winding up of Trust**

- 20.1 If at any time the Trustee, with agreement by Conference, decides that for any reason it is no longer practicable or desirable to carry out the Purposes of the Trust then the Trustee may, by a resolution decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand which have similar Purposes and objects as the Trust, for their charitable purposes in such manner, upon such terms, and in such proportions as the Trustee may decide, provided that if the Trust is then incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of the Charitable Trusts Act 1957.

21. **Alteration of terms of deed**

- 21.1 Conference may, by resolution, revoke, vary, or add to any of the provisions of this Deed, provided such revocation, variation, or addition is consistent with the charitable purposes of the Trust.

22. **Notice**

- 22.1 Any notice to be given to the Trust may be given in writing by:

22.1.1 Delivering, posting or sending by electronic means a copy to the registered office of the Trust; or

22.1.2 Delivering, posting or sending by electronic means a copy to the Chairperson or Secretary of the Trust.

Executed as a Deed

Signed by The Conference of the Methodist Church of New Zealand, Te Hāhi Weteriana O Aotearoa in the presence of:

The Conference

Witness sign

Print name

Occupation

Address

Signed by **Ruth Bruce** as Chair of the Board and Board member in the presence of:

Ruth Bruce

Witness sign

Print name

Occupation

Address

Signed by **Pam Elgar** as Chief Executive and Board member (*ex officio*) in the presence of:

Pam Elgar

Witness sign

Print name

Occupation

Address

Signed by **Abhishek Solomon** as Board member in the presence of:

Abhishek Solomon

Witness sign

Print name

Occupation

Address

Signed by **Leon Wijohn** as Board member in the presence of:

Leon Wijohn

Witness sign

Print name

Occupation

Address

Signed by Arapera Ngaha as Board member in the presence of:

_____ **Arapera Ngaha**

Witness sign

Print name

Occupation

Address

Signed by Sonia Pope as Board member in the presence of:

_____ **Sonia Pope**

Witness sign

Print name

Occupation

Address

Signed by Ruanna Letalu as Board member in the presence of:

_____ **Ruanna Letalu**

Witness sign

Print name

Occupation
