



# Charitable Trust Deed

relating to Heart Kids New Zealand Charitable Trust

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between

**[Name of Settlor]**  
Settlor

and

**[Names of Trustees]**  
Trustees

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# Charitable Trust Deed

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Dated

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## Parties

[Name of Settlor] (Settlor)

[Name of Trustees] (Trustees)

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## Introduction

- A. The Settlor wishes to establish a charitable trust to be known as Heart Kids New Zealand Charitable Trust.
  - B. The Trustees have agreed to act as the first Trustees of the Trust.
  - C. The parties wish to record the Terms of the Trust in this deed.
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## This Deed Records

### 1. Definitions and Interpretation

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#### 1.1 Definitions

The following definitions apply in this deed:

**APM** has the meaning given at clause 16.

**Balance Date** means 31 March or any other date adopted from time to time by the Trustees as the end of the Trust's Financial Year.

**Board** means:

- (a) if the Board is incorporated under the Charitable Trusts Act, the Trustees of the Trust incorporated as a Board under the Charitable Trusts Act; or
- (b) if the Board is not incorporated under the Charitable Trusts Act, the Trustees of the Trust collectively.

**Charitable Trusts Act** means the Charitable Trusts Act.

**Charities Act** means the Charities Act 2005.

**CHD** means congenital heart disease or heart disease acquired before a child turns 18 years old.

**Default Duties** means the duties that must be performed by the Trustees as set out in sections 29 to 38 of the Trusts Act except to the extent those duties have been modified by this deed (including, in particular, in clause 5 of this deed).

**Financial Year** means any 12-month period ending on the Balance Date.

**Heart Child** means a person who suffers from CHD and **Heart Children** has a corresponding meaning.

**Income Tax Act** means the Income Tax Act 2007.

**Mandatory Duties** means the duties that must be performed by the Trustees as set out in sections 23 to 27 of the Trusts Act. These duties are set out in clause 5.1 of this deed.

**Officer** means the Chairperson and any officer role on the Board that may be created from time to time.

**Parent** means the guardian or guardians of a Heart Child but also includes any other person who is a primary caregiver for a Heart Child.

**Purposes** means the charitable purposes of the Trust as set out in clause 3.1.

**Regional Heart Hub** means local, self-organising, volunteer groups throughout New Zealand who operationally support the Trust with fundraising, events and peer-to-peer support.

**Terms of the Trust** means the terms on which the Trustees hold the Trust Fund as set out in this deed and otherwise implied at law.

**Trust** means the charitable trust known as Heart Kids New Zealand Charitable Trust.

**Trust Fund** means any real and personal property owned or held by the Board on the trusts of this deed.

**Trustees** means the trustee or trustees of the Trust for the time being, whether original, additional or substituted.

**Trusts Act** means the Trusts Act 2019.

**Whānau** means the family and friends of a Heart Child or their Parents.

## 1.2 Interpretation

The following rules of interpretation apply in this deed:

- (a) References to **persons** include natural persons, companies and any other body corporates (wherever incorporated) and unincorporated bodies (wherever formed).
- (b) **Headings** and **subheadings** have been inserted for convenience only and will not affect the interpretation of this deed.
- (c) References to **this deed** means this deed, including its introduction and schedules, as amended and/or replaced from time to time.
- (d) References to **clauses** and **schedules** will be construed as references to clauses and schedules in this deed.
- (e) References to the words **including**, **include** or similar words do not imply any limitation and are deemed to have the words **without limitation** following them.
- (f) References to a **statute** or **statutory provision** means a New Zealand statute or statutory provision as amended, consolidated and/or replaced from time to time.
- (g) A **gender** includes each other gender and the **singular** includes the plural and vice versa.
- (h) References to **written** or **in writing** shall include all modes of presenting or reproducing words, figures and symbols in a visible form (including via email).

## 2. Establishment of the Trust

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### 2.1 Name of Trust

The Trust will be known as Heart Kids New Zealand Charitable Trust or such other name as the Trustees may determine by resolution from time to time.

### 2.2 Initial Settlement

The Settlor settles the sum of \$1.00 on the Board as an initial settlement to create the Trust.

### **2.3 Initial Trustees**

The Trustees agree to act as initial trustees of the Trust on the Terms of the Trust.

### **2.4 Trust Fund**

The Trust comprises the Trust Fund which will be held on trust by the Trustees and managed and administered on the Terms of the Trust.

## **3. Charitable Purposes**

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### **3.1 Charitable Purposes**

The Purposes of the Trust will be to:

- (a) support Heart Children and their Whānau;
- (b) give practical and financial support to Heart Children and their parents;
- (c) educate Heart Children and their Whānau about CHD and the support available to them;
- (d) educate the public about the need of Heart Children and their Whānau;
- (e) fund equipment for Heart Children; and
- (f) provide representational advocacy for Heart Children and their Whānau.

### **3.2 Limits to the Purposes**

The Purposes may not extend to any matter or thing which is not charitable within the meaning of the Income Tax Act or the Charities Act or not carried out within New Zealand.

## **4. Trustees**

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### **4.1 Number of Trustees**

- (a) The number of Trustees will not be less than two (2) nor more than seven (7).
- (b) The Trustees shall comprise a minimum of two (2) Trustees who have lived experience as a Heart Child or as a Parent of a Heart Child.
- (c) If at any time the number of Trustees falls below two (2), the Board must, as soon as reasonably practicable, appoint an additional Trustee or Trustees so that the minimum number of Trustees is met or exceeded. Until that time, anything done by the continuing Trustees in accordance with this deed pending the appointment of a new Trustee or Trustees will be as valid as if the requirement for a minimum number of Trustees had been met.

### **4.2 Term of Appointment**

Subject to clause 4.3, each Trustee will hold office for a term not exceeding three (3) years from the date of appointment but will be eligible for reappointments of a further three (3) terms.

### **4.3 Appointment and Removal of Trustees**

- (a) The power of appointment of new Trustees and removal of Trustees will be vested in the continuing Trustees by a resolution of a two-thirds majority of all continuing Trustees. When considering the appointment of a new Trustee, the relevant continuing Trustees must consider whether the new Trustee has skills and competencies which will benefit the Trust and its Purposes.
- (b) A new Trustee may be appointed provided that the:
  - (i) maximum number of Trustees specified in clause 4.1(a) is not exceeded; and

- (ii) continuing Trustees consider the new Trustee has skills and competencies which will benefit the Trust and its Purposes.
- (c) If at any time there are no Trustees then the statutory power of appointment of new Trustees will be vested in the President for the time being of the New Zealand Law Society.
- (d) A Trustee may not be removed without the appointment of a replacement Trustee if the removal would cause there to be less than the required minimum number of Trustees.
- (e) A Trustee will cease to hold office if the Trustee:
  - (i) fails to attend two (2) consecutive Board meetings without being granted leave of absence by the Board;
  - (ii) resigns as Trustee by giving written notice to the Chairperson;
  - (iii) is removed by the continuing Trustees under clause 4.3(a);
  - (iv) completes their term of office and is not re-appointed;
  - (v) dies while holding office as a Trustee;
  - (vi) is convicted of a Category 3 or 4 offence under the Criminal Procedure Act 2011; or
  - (vii) becomes disqualified to be an officer of a charity in accordance with the Charities Act.

#### 4.4 Records

The Board will keep records of every appointment, reappointment, removal or cessation of office of any Trustee and will ensure that any statutory requirements as to the vesting of the Trust Fund in the Trustees and the notification of the change of Trustees are satisfied.

#### 4.5 Validity of Proceedings

Where, for any reason, a Trustee is not properly appointed, re-appointed or is disqualified from holding office, anything done by that Trustee (or by a meeting at which the Trustee was present as a Trustee) before becoming aware of the irregularity, will be as valid as if that Trustee had been duly appointed, re-appointed or had not been disqualified (as the case may be).

## 5. Trustee Duties

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### 5.1 Mandatory Duties

The Trustees must:

- (a) know the Terms of the Trust;
- (b) act in accordance with the Terms of the Trust;
- (c) act honestly and in good faith;
- (d) hold and deal with the Trust Fund, and otherwise act, for the benefit of the Purposes, in accordance with the Terms of the Trust; and
- (e) exercise their powers for a proper purpose.

### 5.2 Default Duties

The Trustees must:

- (a) exercise the care and skill that is reasonable in the circumstances and, in the case of each Trustee, having regard, in particular, to:

- (i) any special knowledge or experience that the Trustee has or that the Trustee holds out as having; and
  - (ii) if the person acts as a trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession;
- (b) when exercising any power to invest trust property, each Trustee must exercise the care and skill that a prudent person of business would exercise in managing the affairs of others, having regard, in particular:
  - (i) to any special knowledge or experience that the Trustee has or that the Trustee holds out as having; and
  - (ii) if the person acts as a Trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession,

provided that the Board may acquire or retain any investment which furthers the Purposes either directly or indirectly, even though such investment may not be a prudent investment, is devaluing or has high associated expenditure;
- (c) not exercise a power directly or indirectly for the Trustee's own benefit (except as authorised by clause 10);
- (d) actively and regularly consider whether the Board should be exercising one or more of the Board's powers;
- (e) not bind or commit the Board to a future exercise or non-exercise of a discretion;
- (f) avoid a conflict between the interests of the Trustee and the interests of the Trust and its Purposes;
- (g) act impartially when considering potential beneficiaries of the Trust; and
- (h) not take any reward for acting as a Trustee (except as authorised by clause 10).

### 5.3 Amendments to the Default Duties

The Trustees acknowledge that:

- (a) the duties set out in clause 5.2 are Default Duties and that the duties referred to in clauses 5.2(b), 5.2(c) and 5.2(h) have been amended from the Default Duties in the Trusts Act; and
- (b) the Default Duties in the Trusts Act also include a duty on trustees to act unanimously. This Default Duty has been modified at clauses 4.3(a), 7.3(c), 8.6(b), 18.1(b), and 19.1(b).

## 6. Powers of the Board

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### 6.1 Wide Powers

- (a) The Board will, in addition to all other powers conferred by law, have the widest possible powers and discretions required to achieve the Purposes and will also have all the rights, powers and privileges of a natural person of full age and capacity.
- (b) Without limiting clause 6.1(a), the Board will have the powers specified in the Schedule.

## **7. Appointment and Removal of Officers**

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### **7.1 Appointment of Officers**

The Board will appoint:

- (a) a Trustee to be the Chairperson; and
- (b) a Trustee to be the Deputy Chairperson.

### **7.2 Appointment Term**

Subject to clause 7.3, each Officer will hold office for a term not exceeding three (3) years from the date of appointment but will be eligible for reappointments of a further term or terms.

### **7.3 Ceasing to Hold Office**

An Officer will cease to hold office if:

- (a) the Officer ceases to be a Trustee;
- (b) the Officer resigns from their Officer role, by giving notice to the Board; or
- (c) the Board, by a resolution of a two-thirds majority of the other Trustees, resolves that the Officer will cease to hold office.

## **8. Proceedings of the Board**

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### **8.1 Ordinary Meetings**

The Trustees will meet as regularly as they consider necessary for the efficient and proper conduct of the Trust's affairs. Meetings must be held four times per financial year as a minimum.

### **8.2 Special Meetings**

A special meeting may be called at any time by the Chairperson or two or more Trustees.

### **8.3 Notice of Meetings**

- (a) Written notice of the date, time and place of each meeting of the Board and the matters to be considered by the Trustees will be hand delivered, posted or sent by email to each Trustee within a reasonable period before the date of the meeting.
- (b) The Chairperson or another person acting under the Chairperson's direction or, in the case of a special meeting, acting under the direction of those Trustees calling the meeting, will give notice of the meeting.

### **8.4 Chair for Meetings**

- (a) The Chairperson will chair all meetings of the Board at which they are present.
- (b) If the Chairperson is absent, the Deputy Chairperson will chair that meeting.
- (c) If the Chairperson and Deputy Chairperson is absent, the Trustees present will appoint one of their number to chair that meeting.

### **8.5 Quorum**

- (a) A quorum for meetings of the Board (excluding meetings pursuant to clauses 18 and 19) will be two thirds of the Trustees.
- (b) If a quorum is not present within 15 minutes after the time appointed for any meeting, the Trustee or Trustees present may adjourn the meeting or proceed without a quorum (but no resolution may be passed at the meeting).



## 8.6 Voting

- (a) The Board will endeavour to reach consensus on matters before the Board.
- (b) Where a consensus decision cannot be reached on a matter, the matter will be put as a motion to be decided by a vote of the Trustees as follows:
  - (i) Unless otherwise specified in this deed, a vote will pass if approved by a simple majority of those Trustees entitled to and voting on the motion.
  - (ii) Voting will be by show of hands or oral indication unless a ballot is directed by the Chairperson or required by any two of the Trustees present at the meeting.
  - (iii) The Chairperson is entitled to a second or casting vote.

## 8.7 Written Resolution in Lieu of Meeting

A resolution in writing signed by all Trustees will be valid as if it had been passed at a meeting of the Board duly convened and conducted. Any such resolution may consist of several documents in like form each signed by one or more of the Trustees.

## 8.8 Minutes

- (a) Minutes of the Board meetings must be:
  - (i) recorded by a person appointed by the Board; and
  - (ii) approved at the immediately following Board meeting.
- (b) Minutes approved in accordance with clause 8.8(a)(ii) will be prima facie evidence of the matters recorded in those minutes.

## 8.9 Methods of Holding Meetings

A meeting may be held by:

- (a) the Trustees who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or
- (b) audio communication, or audio and visual communication by which the Trustees participating and constituting a quorum can simultaneously hear each other throughout the meeting; or
- (c) instant messaging, email communication or board management software by which the Trustees participating and constituting a quorum can simultaneously send and receive all such communications.

## 8.10 Advisory Group to the Board

- (a) The Board may establish an advisory group to the Board, comprised of individuals with lived experience of being a Heart Child or a Parent of a Heart Child (**Advisory Group**).
- (b) Each active Regional Heart Hub may elect one of its members, by whatever means they see appropriate, to sit on the Advisory Group and represent the views and experiences of the Heart Children and Parents of Heart Children from that region.
- (c) The Advisory Group:
  - (i) may advise the Board on any matter relating to the Trust; but
  - (ii) are not Trustees and do not have the powers or duties of Trustees; and
  - (iii) may not vote on any resolution of the Trustees or participate in the management or administration of the Trust's assets.

- (d) The Advisory Group shall appoint, by a simple majority of the Advisory Group members, one of its members to be the Lead Advisor. The Lead Advisor will be responsible for:
  - (i) coordinating meetings of the Advisory Group; and
  - (ii) ensuring minutes of the meetings are taken and provided to the Board.
- (e) The Advisory Group will meet as regularly as they consider necessary to provide lived experience advice to the Board, but no less than four times per financial year.
- (f) The Board may consult the Advisory Board on any matter relating to the Trust but are not required to follow the Advisory Board's advice.

## **9. Delegation**

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### **9.1 Delegation by the Board**

- (a) The Board will have, to the extent permitted by law, full power to delegate to:
  - (i) any Trustee;
  - (ii) any officers or employees of the Board; or
  - (iii) any attorney, agent or other person nominated or appointed by the Board,all or any of the powers, authorities, and discretions exercisable by the Board under this deed, but without in any way releasing the Board from its obligations under this deed.
- (b) Every such delegation will be revocable at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Board.

### **9.2 Delegation by Trustees**

Trustees can:

- (a) appoint any other person to exercise or perform, on behalf of that Trustee, any powers or functions held by that Trustee in relation to the Trust pursuant to section 67 of the Trusts Act; and
- (b) delegate their powers and functions pursuant to section 70 of the Trusts Act.

## **10. Remuneration and Reimbursement of Expenses of Trustees**

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### **10.1 No Remuneration for Trustees**

The Trustees will not be paid any remuneration for their service as a Trustee.

### **10.2 Reimbursement for Expenses**

Trustees will be entitled to be reimbursed for all reasonable expenses properly incurred on behalf of the Trust when authorised or ratified by the Board

### **10.3 Payment for Professional Goods and Services**

A Trustee may be paid for any goods or services they provide to the Trust in their professional capacity, provided that:

- (a) the supply of those goods or services to the Trust must be approved by the Board (excluding the Trustee proposing to provide those goods or services); and
- (b) the payment must be no more than the fair market value of those goods or services.

## **11. No Private Pecuniary Profit**

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### **11.1 No Profit**

The activities of the Trust cannot be carried on for the private pecuniary profit of any individual.

## **12. Interested Trustees**

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### **12.1 No Voting Rights**

- (a) No Trustee can vote on any matter in which they have any personal or pecuniary interest or in which any company or other body in which the Trustee has a personal or financial interest itself has any pecuniary interest.
- (b) However, that Trustee may:
  - (i) attend a meeting of the Board and be counted as part of the quorum;
  - (ii) sign a document relating to the transaction on behalf of the Trust; and
  - (iii) do anything else as a Trustee in relation to the transaction, as if they were not interested in the transaction.

### **12.2 Disclosure of interest**

Any Trustee who becomes aware that they have or may have an interest of the type referred to in clause 12.1(a) must immediately disclose that interest to the Board and their disclosure must include all relevant detail needed to provide a full and fair disclosure. All Trustees must act in good faith in all such matters.

## **13. Liability of Trustees**

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### **13.1 Liability**

No Trustee or former Trustee will be personally liable for any loss incurred by the Trust unless the loss is due to a breach of trust arising from the Trustee's or former Trustee's dishonesty, wilful misconduct, or gross negligence.

### **13.2 Proceedings**

No Trustee will be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust by that co-Trustee.

### **13.3 Indemnity**

Each Trustee and former Trustee is indemnified from the Trust Fund for any personal liability which they may incur in relation to their acts or omissions as a Trustee, provided that the liability is not attributable to that Trustee's dishonesty, wilful misconduct, or gross negligence.

### **13.4 Insurance**

The Board may effect insurance for any liability the Trustees may incur when acting on behalf of the Trust and meet all costs associated with such insurance.

## **14. Control of Funds**

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### **14.1 Bank Accounts**

- (a) All money received by or on behalf of the Trust will be paid immediately to the Trust's bank account.

- (b) The Trust's bank accounts must be operated on the signatures of a minimum of any two of the Trustees, or such other person acting in accordance with the Trust's Delegated Authority Policy.

#### **14.2 Receipts**

Any Officer has the power to receive and give receipts for all legacies, donations, subscriptions or other moneys bequeathed, made, or given to the Trust and every such receipt will be an effective discharge for the money stated to have been received.

### **15. Accounts**

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#### **15.1 Accounts to be Kept**

- (a) The Board must keep complete and accurate accounts regarding all the receipts, credits, payments, liabilities, and other matters necessary for showing the true state of the Trust's financial affairs.
- (b) The accounts of the Trust must be prepared by an accountant appointed for that purpose by the Board.

#### **15.2 Availability of Accounts**

The accounts of the Trust must be kept at the office of the Trust and must be available for review at all reasonable times by any of the Trustees.

#### **15.3 Audit**

The Board must have the Trust's accounts audited each year by an independent auditor appointed by the Board.

### **16. Annual Public Meeting**

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#### **16.1 Annual Public Meeting**

An annual public meeting will be held every year no later than six (6) months after the Balance Date (**APM**).

#### **16.2 Business of APM**

The following business will be considered at the APM:

- (a) Circulation of the minutes of the previous APM.
- (b) Presentation from the Board of:
  - (i) an annual report on the operations and affairs of the Trust during the most recently completed Financial Year;
  - (ii) the financial statements of the Trust for that period; and
  - (iii) general business.

#### **16.3 Notice of APM**

- (a) The Board will provide all individuals who have opted in to receive the Trust's electronic communications at least 30 days' prior notice of an APM.
- (b) Each notice must include:
  - (i) the date, time and place of the APM (including whether it will be held via the use of audio-visual technology or in person);
  - (ii) an agenda setting out the nature of the business to be conducted at the APM; and

- (iii) a draft copy of the annual accounts and annual report or details of how they can be accessed on the Trust's website.

#### **16.4 Chairperson**

The Chairperson will chair the APM or, in the Chairperson's absence by the Deputy Chairperson, or in the absence of both of them the Board will elect a Trustee to chair the APM.

#### **16.5 Minutes**

The Board must keep minutes of each APM. The Chairperson of that meeting must appoint an individual in attendance to keep minutes of the meeting.

### **17. Execution of Documents**

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#### **17.1 Pre-incorporation**

If the Board is not incorporated under the Charitable Trusts Act, documents to be executed by or for the Trust must be signed by any two of the Trustees.

#### **17.2 Post-incorporation**

If the Board is incorporated under the Charitable Trusts Act, documents to be executed by the Board must be executed in any manner approved by the Board that complies with the requirements of section 19 of the Charitable Trusts Act.

### **18. Alterations and Review**

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#### **18.1 Approval of Board**

- (a) Subject to clause 18.2, the Board may resolve to amend any provisions of this deed or add any new provision to this deed.
- (b) Any resolution to amend or add to this deed must be passed by a majority of at least 70% of the Trustees entitled to and voting on the resolution.

#### **18.2 Limitation on Amendments**

Notwithstanding any other provision in this deed, no amendment or addition may be made to this deed which would have the effect of:

- (a) if the Trust is a registered charity, causing the Trust to cease to be registered under the Charities Act; or
- (b) causing the Trust to lose any benefits or relief under the Income Tax Act and any other legislation which provides benefits and relief to charitable entities; or
- (c) amending the Purposes to include any objective which is not a charitable objective.

#### **18.3 Income Tax Act and Charities Act**

Notwithstanding anything set out in clause 18.2, the Trustees will amend this deed to the extent required to ensure that the Trust remains registered under the Charities Act (if it is a registered charity) and continues to qualify for benefits and relief under the Income Tax Act and any other legislation which provides benefits and relief to charitable entities.

#### **18.4 Review of Governance Procedures**

If the Trust is a registered charity under the Charities Act, the Board will conduct a review of its governance procedures at least every three years by considering whether they:

- (a) are fit for purpose; and
- (b) assist the Trust to achieve its charitable purpose; and

- (c) assist the Trust to comply with the Charities Act.

## 19. Winding Up

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### 19.1 Decision to Wind Up

The Trustees may wind up the Trust by:

- (a) a unanimous written resolution; or
- (b) a vote approved by 70% of the Trustees entitled to and voting on a resolution at a meeting of the Board called for that purpose.

### 19.2 Transfer of Trust Fund

In the event of the Trust being wound up and after all liabilities of the Trust have been discharged, the Board will transfer all remaining funds and assets comprising the Trust Fund to another organisation or organisations in New Zealand which are exclusively charitable, and which have purposes similar to the Purposes. The receipt of an officer of such organisations will be a sufficient discharge to the Board and the Board will not be bound to further see to the application of those funds and assets.

### 19.3 Application to High Court for Directions

If the Board is incorporated under the Charitable Trusts Act and the Board is unable to decide how to distribute the Trust Fund, the Trust Fund must be disposed of in accordance with the directions of the High Court under section 27 of the Charitable Trusts Act.

## 20. Governing Law

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### 20.1 New Zealand Law

The Trust is governed by and construed in accordance with the laws of New Zealand and the courts of New Zealand will have exclusive jurisdiction in respect of any dispute or proceeding arising out of the Trust.

## Signatures

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**Signed and delivered** as a deed.

**Signed by [Name]** as Settlor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation

**Signed by [Name] as Trustee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation

**Signed by [Name] as Trustee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation

**Signed by [Name] as Trustee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation

**Signed by [Name] as Trustee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation

**Signed by [Name] as Trustee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation

**Signed by [Name] as Trustee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness address

\_\_\_\_\_  
Witness occupation



## Schedule | Specific Board Powers

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The Board have the following specific powers to further the Purposes. None of these powers are subsidiary or ancillary to any other power and the Board may exercise all or any of these powers independently of any other or others of them. In the event of any ambiguity, the powers in this Schedule will be construed so as to widen and not restrict the powers of the Board except that no provision may be construed so as to detract from the charitable nature of the Trust.

1. **Raising Funds**

To raise money, including by soliciting, receiving and enlisting financial or other aid from individuals and organisations, including gifts and bequests from individuals and organisations, and to conduct fundraising activities.

2. **Investments**

To invest the Trust Fund and the income from it on such terms as the Board decide and to vary such investments from time to time (subject to clause 5.2(b)).

3. **Purchasing Property**

To purchase or otherwise acquire any property or interest in property on such terms as the Board decides.

4. **Selling Property**

To sell, exchange or otherwise dispose of any property on such terms as the Board decides, including power to allow such part of the purchase price as the Board thinks fit to remain on loan with or without security or to be payable by instalments.

5. **Leasing Property**

To lease, take on lease, or renew, vary, or surrender any lease of any property on such terms as the Board decides.

6. **Insuring Property**

To insure any property against any risks for any amount and otherwise on such terms as the Board decides.

7. **Maintaining Property**

To maintain, manage and improve property, or any interest in which, forms part of the Trust Fund, in whatever manner the Board thinks fit.

8. **Capital and Income**

To:

- (a) pay, apply, or contribute any income derived from the Trust Fund, in whole or in part, towards the Purposes;
- (b) accumulate the whole or any part of the income derived from the Trust Fund to add to the capital of the Trust;
- (c) pay or apply the capital of the Trust and any income derived from the Trust Fund towards any costs and liabilities incurred by the Trust;
- (d) apportion receipts and outgoings between income and capital as set out in section 61 of the Trusts Act 2019; and
- (e) pay, apply, or contribute all or part of the capital of the Trust Fund towards the Purposes.

9. **Borrowing Money and Granting Security**  
To borrow money at whatever rate of interest and upon whatever other terms (including the grant of security) the Board decides.
10. **Lending Money**  
To lend money to any person on such terms as the Board decides (and whether with or without security or interest).
11. **Financial Assistance**  
To make payments, grants or provide other financial assistance to any person on such terms as the Board decides.
12. **Compromise of Claim**  
To agree to any compromise of claim for or against the Trust Fund.
13. **Creditor Meeting**  
To vote at any meeting of creditors.
14. **Receive Grants**  
To receive from any government or private organisation any grant, subsidy, or payment whatsoever to further the Purposes.
15. **Establish a Specific Use Fund**  
To establish a fund for any purpose to enable any donor to specify a use for any donation or bequest, provided that purpose falls within the Purposes, and show such fund separately in the Trust's accounts.
16. **Enter Arrangements**  
To enter into any arrangements with any government, public or local authority that may further the Purposes and obtain from any government or authority any rights, privileges, or concessions which the Board considers desirable to obtain, and to carry out and to comply with any such arrangements, privileges, rights and concessions.
17. **Enter Contracts**  
To enter into contracts with any other person for the purposes of managing and operating the Trust.
18. **Carrying on a Business**  
To acquire, begin, or carry on any type of business. The Board may wind up or agree to wind up that business or otherwise withdraw from that business.
19. **Holding Shares**  
To subscribe for or otherwise acquire shares in a corporation. This includes the power to act as a shareholder and exercise all powers of a shareholder.
20. **Employment**  
To employ or engage any person to carry out the services of the Trust with power to dismiss or end those arrangements as necessary.
21. **Pay Expenses**  
To pay all or any of the reasonable expenses incurred in and in connection with the establishment, incorporation and running of the Trust.

22. **To Hold the Trust Fund Uninvested**

To hold any part of the Trust Fund uninvested and in any currency for as long as the Board thinks fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction.