

CHARITABLE TRUST DEED

TOURETTE'S ASSOCIATION NEW ZEALAND

THIS DEED is made the 24th day of July 2013

BETWEEN

Robyn Twemlow	of	33 Brabourne St, Christchurch	Home executive
Amber Murdoch	of	81 Winters Rd, Christchurch	Registered Nurse
Robyn Martinovich	of	6145 State Highway 12, RD 4 Dargaville	Nurse

WHEREAS:

- A. The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust) for the purposes described in Clause 3 of this Deed, and
- B. The parties to this Deed have agreed to contribute the sum of five dollars each to establish the Trust; and
- C. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

1. TE INGOA / NAME

The name of the Trust is Tourette's Association New Zealand, hereafter known as the Trust.

2. MĀTĀPONO / PRINCIPLES

The Trust is committed, in attaining its purposes, to educate, support and advocate for those affected by Tourette Syndrome.

- 2.1 At all times the Trust will:
 - respect all races and cultures
 - have processes that are inclusive
 - assist people in making informed choices
 - be practical and realistic
 - be a credible national voice
 - be transparent

3. WHĀINGA / PURPOSES

- 3.1 The purposes of the Trust shall be to:
 - 3.1.1 help and support all those involved with the care, upbringing and education of children and adults with Tourette Syndrome (TS);
 - 3.1.2 help relieve the stress and difficulties of families affected by TS through increasing public awareness and understanding of the nature and cause of TS; provide members with services which include information on treatments and management, a library of books and DVDs, newsletters, articles, workshops and seminars

- 3.1.4. provide members with opportunities for contact with experienced and understanding peers by way of support group meetings and events
- 3.1.5 carry on any other exclusively charitable purpose which may seem to the Trust capable of being conveniently carried on in connection with the above purposes or calculated directly or indirectly to advance the purposes of the Trust
- 3.2 The activities of the Trust will be limited to Aotearoa/New Zealand.
- 3.3 The office of the Trust will be 33 Brabourne Street, Hillsborough, Christchurch 8022, New Zealand.

4 TE RŪNANGA WHAKAHAERE / THE TRUST

- 4.1 The original Trust members shall be the Trustees named in the annexed Deed of Trust.
- 4.2 The Trust will comprise of no less than three (3) Trustees and no more than five (5) Trustees.
- 4.3 Any Trustee may resign from the Trust or be removed from the Trust in any one of the following events:
 - 4.3.1 resignation from office, verbally or in writing;
 - 4.3.2 a unanimous vote of "no confidence" in that Trustee by all other Trustees at the time;
 - 4.3.3 absence from New Zealand for a period of twelve months without obtaining leave of absence from the other Trust members;
 - 4.3.4 death;
 - 4.3.5 non-attendance at three or more consecutive meetings of the Trustees without first obtaining leave from the other Trustees to be absent from such meetings.
- 4.4 The power to appoint new Trustees including the power to appoint additional Trustees shall be vested in the Trustees
- 4.5 Trust members shall retire at the second Annual General Meeting of the Trust following their appointment
- 4.6 A retiring Trust member shall be eligible for re-election.

5 NGĀ HUI O TE RŪNANGA / MEETINGS OF THE TRUST

- 5.1 Subject to the subsequent provisions of this clause, the Trust shall meet for the dispatch of business, adjourn and otherwise regulate its meetings in whatever manner it considers appropriate.
- 5.2 The quorum necessary for the transaction of the business of the Trust members shall be three.

- 5.3 An Annual General meeting shall be held within three months of the end of the financial year
- 5.4 Meetings will ensure that Trust members are accountable to the philosophy of the Trust
- 5.5 Questions arising at any meeting shall be decided by consensus. If a majority of the Trust members agrees that consensus is not possible then questions shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 5.6 Any Trust member may at any time summon a meeting of the Trust members. It shall not be necessary to give notice of a meeting of the Trust members to any Trust member for the time being absent from New Zealand, but all other Trust members must be notified of any Trust meeting at least ten days before the meeting date.
- 5.7 The Trust members may, when agreed, utilise electronic means of communication and decision-making, including facsimile, email, telephone and video conferencing, in place to face-to-face meetings.
- 5.8 A resolution in writing signed by all the Trust members for the time being entitled to receive a notice of a meeting of Trust members shall be as valid and effectual as if it had been passed at a meeting of Trust members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Trust members.
- 5.9 The Trust members may at any meeting appoint two or more members of their body to be a sub-committee for making any enquiry or for superintending or transacting any business, but every act and proceeding of a sub-committee shall be submitted to a meeting of Trust members for approval. Any sub-committee of Trust members may co-opt for the purposes of consultation and advice persons who are not members of the Trust and may terminate such co-option.
- 5.10 The sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a consensus or if that fails by a majority of votes of the Trust members present.
- 5.11 Every Trustee whether the Trustees named herein or whether Trustees appointed hereafter at any stage during the subsistence of this Trust must support the purposes of this Trust. Any Trustee who for any reason and at any time cannot comply with the provisions of this paragraph shall be removed from office and if her removal reduces the number of Trustees to less than three then she shall be replaced in accordance with the provisions of Clause 4.
- 5.12 No part of the income or property of the Trust shall be paid or transferred directly or indirectly by way of profit to any Trust member. However this restriction shall not preclude any reasonable payment to a Trust member or any other person for services rendered or for goods supplied or by way of interest on moneys borrowed from or by way of rent for premises let or leased to the Trust by any Trust member
[continued to page 5]

5.12 cont. PROVIDED THAT the Trust shall not lend money nor lease property or assets at less than current commercial rates, having regard to the nature and term of the loan, to any person:

5.12.1 who is a member of the Trust; or

5.12.2 who is a shareholder or director of any company by which any business of the Trust is carried on; or

5.12.3 who is a settlor or trustee of a Trust that is a shareholder of any company by which any business of the Trust is carried on; or

5.12.4 if that person and that company or shareholder or director or settlor or trustee referred to in any of the foregoing paragraphs of this proviso are associated persons (as that term is defined in the Income Tax Act 1976) AND PROVIDED FURTHER THAT in relation to any business carried on by the Trust and notwithstanding anything to the contrary contained or implied in the Trust Deed or the rules, no payments shall be made to any person in the categories described in subparagraphs (i), (ii), (iii) and (iv) above for work done or services rendered in connection with any such business nor shall, in the carrying on of any such business, any benefit or advantage (whether or not convertible into money) or any income of any of the kinds referred to in Section 65(2) of the Income Tax Act 1976 be afforded to, or received, gained, achieved or derived by any such person where that person is able, by virtue of that capacity as settlor or Trustee or associated person, in any way (whether directly or indirectly) to determine or to materially influence in any way the determination of the nature or the amount of that payment, benefit or advantage or that income or the circumstances in which it is or is to be so received, gained, achieved, afforded or derived.

6 NGĀ TAKETAKE O TE RŪNANGA / POWERS OF THE TRUST

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

6.1.1 To seek donations, subsidies, grants, endowments, gifts, legacies, loans and bequests.

6.1.2 To purchase, sell or lease real or personal property

6.1.3 To contract with any person, firm, company, government department, local authority, trust or community-based organisation

6.1.4. To employ any person, body or society and to pay reasonable rates of pay for such services

6.1.5 The Trust may do all such other things as may be incidental or conducive to the attainment of any of the purposes of the Trust or the exercise of any of the foregoing powers within New Zealand provided that none of the purposes and powers shall be pursued or exercised in a way that would deviate from the charitable nature of the Trust or conflict with the conditions of any exemption from taxation granted by the Department of Inland Revenue or the conditions of any subsidy or grant provided by any Government Department.

7 PUKAPUKA KAUTE / ACCOUNTS

The Trust shall ensure that books of account are kept which may be inspected by any Trust member. The books of account shall be kept at the Trust's office or at such other place or places that the Trust members think fit and shall always be open to the inspection of any Trust members.

8 WHAKAREREKĒTANGA TURE / CHANGES TO RULES

These rules may be changed by consensus, or after due process by at least two-thirds majority vote, at any meeting of the Trust, written notice of which has been given twenty-eight (28) days in advance. No changes may be made that would derogate from the charitable nature of the Trust or the primacy of the original purposes of the Trust.

9 TE TUKU TOENGA RAWA / DISPOSITION OF SURPLUS ASSETS

- 9.1 In the event of the Trust being wound up any surplus assets after payment of liabilities and the expenses of winding up shall be given to some other group chosen by the Trust, whether incorporated or not, having charitable objects similar to the objects of the Trust and operating in New Zealand.
- 9.2 The Trust may be wound up at any time by a resolution passed by a Trust meeting called for that purpose provided that not less than 30 days notice of that resolution shall have been given to each trustee.

10 TE TOHE TAKETAKE / COMMON SEAL

- 10.1 The Common Seal of the Board will be kept in the custody and control of any such officer appointed by the Trust members
- 10.2 When required the Common Seal to be affixed in the presence of two Trust members pursuant to a resolution of the Trust.

IN WITNESS OF WHICH this Deed has been executed:

1. SIGNED by the above named Robyn Twemlow

as Trustee in the presence of:

Full Name of Witness:

Occupation:

Residential address:

2. SIGNED by the above named Amber Murdoch

as Trustee in the presence of:

Full Name of Witness:

Occupation:

Residential address:

3. SIGNED by the above named Robyn Martinovich

as Trustee in the presence of:

Full Name of Witness:

Occupation:

Residential address: