
DEED OF TRUST

establishing the

FRANKLIN FAMILY SUPPORT TRUST

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DEED OF TRUST

made this 23rd day of May 2008.

PARTIES

Jean Audrey **ARCHER**;

Kevin Charles **BIRCH**;

David Stuart **GRAY**;

Harriet **HAVERLAND**;

Judith Anne **HULL**;

Heather Lynette Thelma **MALONEY**; and

Geoffrey Raymond **SMITH** ("the trustees")

INTRODUCTION

- A The trustees wish to establish a trust for the charitable purposes set out in this deed.
- B The trustees have paid into a joint bank account in the name of the trustees the sum of ten dollars (\$10.00) to be held by the trustees upon the trusts, and with and subject to the powers and discretions, set out in this deed.
- C It is anticipated that further assets may from time to time be purchased, transferred to, or otherwise acquired by the trustees for the purposes of the Trust, including (but not limited to) the assets currently owned by Family Support Centre Incorporated.
- D This deed—
 - 1. states the purposes of the Trust; and
 - 2. specifies principles of governance and stewardship with which the trustees are to comply; and
 - 3. facilitates the participation of the community of Franklin in the strategic direction of the Trust; and
 - 4. promotes the accountability of the Trust to the community of Franklin.

fact

CFB

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[Signature]

[Signature]
HRM

FRANKLIN FAMILY SUPPORT TRUST

THIS DEED WITNESSES:

1. Name of Trust

The trust created by this deed shall be known as the **Franklin Family Support Trust**.

INTERPRETATIONS AND OTHER PRELIMINARY PROVISIONS

2. Interpretation

(1) In this deed, unless the context otherwise requires,—

activity means a good or service provided by, or on behalf of, the Trust, and includes the provision of facilities and amenities and the making of grants and other forms of distribution

balance date has the meaning given to it in the Financial Reporting Act 1993

charitable purposes means every purpose within New Zealand which, in accordance with the law of New Zealand for the time being, is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose beneficial to the community of Franklin, and shall include any trust established solely and exclusively for charitable purposes

company has the meaning given to it in the Companies Act 1993

committee includes, in relation to the Trust,—

- (a) a committee comprising all the trustees of the Trust; and
- (b) a standing committee or special committee appointed by the Trust; and
- (c) any subcommittee of a committee described in paragraph (a) or paragraph (b)

financial statements has the meaning given to it in the Financial Reporting Act 1993

financial year means, in relation to the Trust, the period of 12 months preceding the balance date of the Trust at which the financial statements of the Trust are prepared

initial trustees has the meaning given to it in section 11

local authority has the meaning given to it in the Local Government Act 2002

long-term outcomes, in relation to the Trust,—

TRUST DEED

- (a) means the outcomes for the community of Franklin that are identified as priorities for the time being through a process under section 26; and
- (b) includes any additional outcomes subsequently identified through consultation by the Trust as important to the current or future well-being of the community of Franklin

long-term plan means a plan adopted under section 28

person means any natural person

principal officer has the meaning set out in section 25

significance, in relation to any issue, proposal, decision, or other matter that concerns or is before the Trust, means the degree of importance of the issue, proposal, decision, or matter, as assessed by the Trust, in terms of its likely impact on, or consequences for,—

- (a) the current and future well-being of the community of Franklin;
- (b) any persons who are likely to be particularly affected by, or interested in, the issue, proposal, decision, or matter;
- (c) the capacity of the Trust to perform its role, and the financial and other costs of doing so

significant, in relation to any issue, proposal, decision, or other matter, means that the issue, proposal, decision, or other matter has a high degree of significance

subordinate decision-making body means a body appointed under clause 7 of Schedule 1.

the community of Franklin means the residents and ratepayers for the time being of the Franklin district and includes persons who, although not resident in the district, are users of services that are available predominantly within the district

Trust means the trust established by this deed

Trust Fund means the sum of ten dollars referred to in the Introduction to this deed, the assets from time to time representing that sum, any further assets which may in the future be acquired by the trustees from any source whatsoever for the purposes of the Trust, the moneys and investments from time to time representing such assets, and, unless inconsistent with the context, the income received from such assets

trustees means the trustees for the time being of the Trust, whether initial, additional or substituted

working day means a day of the week other than—

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, and Labour Day; and

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- (b) a day in the period commencing with 25 December in a year and ending with 2 January in the following year; and
 - (c) if 1 January falls on a Friday, the following Monday; and
 - (d) if 1 January falls on either a Saturday or a Sunday, the following Monday and Tuesday.
- (2) In this deed,—
- (a) except as otherwise expressly provided by the deed, the powers or discretions as to the governance and management of the Trust or as to the distribution of the income and the capital of the Trust Fund vested in the trustees by any clause shall not in any way be limited or restricted by the interpretation of any other clause;
 - (b) unless the context otherwise requires,—
 - (i) words importing the singular include the plural and vice versa; and
 - (ii) words importing one gender include the other gender; and
 - (iii) references to a statute shall be deemed to be references to that statute as amended or re-enacted or substituted from time to time;
 - (c) headings have been inserted for guidance only and shall not be deemed to form part of the content of the deed.

TRUST AND TRUSTEES

3. Declaration of trust

The trustees declare and acknowledge that the trustees shall hold the Trust Fund upon the trusts, and with and subject to the powers and discretions, contained or implied in this deed.

4. Charitable purposes

The trustees shall hold the Trust Fund upon trust to pay or apply in New Zealand the income and the capital of the Trust Fund in such amounts, and at such times, and subject to such terms and conditions, as the trustees may decide for all or any of the following charitable purposes:

- (a) to achieve the Trust's vision of people helping people to independence;
- (b) to provide, coordinate or promote services or information which will benefit families and individuals in the community of Franklin;
- (c) such other charitable purposes as the trustees may decide.

5. Incorporation

The trustees shall, as soon as practicable after the date of this deed, apply for incorporation under Part II of the Charitable Trusts Act 1957 under the name

TRUST DEED

“Franklin Family Support Trust”. Upon incorporation, the powers and discretions conferred upon the trustees by law or by this deed shall be conferred upon the trustees as a trust board.

6. Role of trustees

The role of the trustees is to—

- (a) give effect to the purposes of the Trust stated in section 4; and
- (b) govern the Trust in accordance with the principles set out in section 8; and
- (c) ensure the achievement of the outcomes set out in the long-term plan of the Trust; and
- (d) discharge the responsibilities, perform the duties, and exercise the rights, conferred on them by or under this deed and by law.

7. Powers of trustees

- (1) To achieve the purposes of the Trust, the trustees, in carrying out their role,—
 - (a) shall have all the rights, powers and privileges of a natural person; and
 - (b) may deal with the Trust Fund as if they were the absolute owners of, and beneficially entitled to, the Trust Fund; and
 - (c) may do any act or thing, or procure the doing of any act or thing, or enter into any obligation.
- (2) The powers described in subsection (1) are subject at all times to the provisions of this deed.
- (3) Nothing in this deed shall prevent the trustees from—
 - (a) engaging in any joint undertaking, joint activity, or cooperative activity, with one or more persons or organisations or entities; or
 - (b) doing anything that would benefit the community generally.

8. Principles of trusteeship

- (1) The trustees acknowledge and declare that, in performing their role, they will comply with the principles of trusteeship set out in subsection (2).
- (2) The principles are:
 - (a) the Trust should make itself aware of, and should have regard to, the views of the community of Franklin in relation to the activities of the Trust;
 - (b) the business of the Trust should be conducted in an open, transparent and democratically-accountable manner;
 - (c) the Trust should collaborate and cooperate with other persons or organisations or entities as they consider appropriate to promote or

FRANKLIN FAMILY SUPPORT TRUST

achieve the priorities and desired outcomes of the Trust, and to make efficient use of the assets of the Trust:

- (d) the trustees should ensure prudent stewardship and the efficient and effective use of the assets of the Trust in the interests of the community of Franklin.
- (3) Despite anything in this deed, if any of these principles are in conflict or inconsistent with the charitable purposes of the Trust as set out in section 4, then such charitable purposes shall prevail.

9. Restrictions on amendments to deed

- (1) The trustees may from time to time amend this deed provided—
 - (a) the proposal to amend the deed is consistent with the charitable purposes of the Trust;
 - (b) the trustees are satisfied that the proposal to amend the deed is consistent with the long-term outcomes of the Trust; and
 - (c) any amendment to the deed is reported in the annual report of the Trust.
- (2) To avoid doubt, it is declared that any amendment to the deed made under this section must also be consistent with the charitable purposes of the Trust as set out in section 4.

10. Winding up of Trust

- (1) If at any time the trustees decide that, for whatever reason, it is no longer practical or desirable to carry out the purposes of the Trust, then the trustees may resolve to wind up the Trust.
- (2) Any resolution to wind up the Trust pursuant to subsection (1) must provide for the vesting of the assets of the Trust in such one or more charitable bodies in New Zealand, and for such charitable purposes, and in such manner, and upon such terms, and in such proportions, as the trustees 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 that Act.

GOVERNANCE OF THE TRUST

11. Requirement for trustees

- (1) The number of natural persons comprising the trustees shall be not less than five and not more than nine.
- (2) The persons named in this deed as trustees are the initial trustees of the Trust.

TRUST DEED

12. Replacing and appointing trustees

- (1) The trustees of the Trust must be appointed by ordinary resolution of the Trust in accordance with a fair and transparent process to be developed and adopted by the initial trustees within twelve (12) months of the date of this deed.
- (2) An appointment under subsection (1) may be made by the trustees only in respect of a person whom the trustees consider, on reasonable grounds, has the skills, knowledge, and experience to contribute to—
 - (a) the effective governance of the Trust; and
 - (b) the achievement of the long-term outcomes of the Trust.
- (3) No trustee may, whilst holding office as a trustee, also function as a manager or an executive manager or an executive secretary of the Trust or in any other executive position in relation to the Trust (by whatever name the position is described).
- (4) Nothing in this section entitles any person who would, by the application of section 151 of the Companies Act 1993, be disqualified from being appointed or holding office as a director of a company to be chosen or to hold office as a trustee of the Trust.
- (5) A person may not be chosen as a trustee of the Trust unless he or she has—
 - (a) consented in writing to being a trustee; and
 - (b) certified that he or she is not disqualified by virtue of subsection (4).
- (6) No trustee may hold office for more than four years without that trustee's position being subject to a further appointment in accordance with subsection (1).
- (7) Despite subsection (6), the initial trustees will, as soon as reasonably practicable, determine amongst themselves, whether by lot or otherwise, which of the initial trustees are appointed for a period of one year, which for a period of two years, which for a period of three years and which for a period of four years, the effect of which determination will be to stagger the retirement and, if appropriate, reappointment dates of the initial trustees.

13. Cessation of office of trustee

- (1) A trustee may resign by giving notice in writing to the principal officer of the Trust.
- (2) A trustee ceases to be a trustee if he or she—
 - (a) resigns as a trustee; or
 - (b) becomes ineligible by virtue of section 12(4); or
 - (c) fails or neglects to attend three consecutive duly-constituted meetings of the trustees without leave of absence, unless it appears to the other trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance; or
 - (d) dies.

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- (3) The trustee concerned shall cease to hold office—
 - (a) in a case where subsection (2)(c) applies, from the date of the first meeting of the trustees after that trustee's third consecutive absence; or
 - (b) in all other cases, from the date of the event which causes the cessation of office.
- (4) Upon the cessation of office described in subsections (2)(a) to (2)(c), the trustee resigning ceases to be a trustee of the Trust except as to the acts or deeds necessary for the proper vesting of the Trust Fund in the continuing or new trustees.
- (5) The acts or deeds described in subsection (4) shall be done and executed at the expense of the Trust.

14. Principles of governance

- (1) In relation to the governance of the Trust, the trustees must act in accordance with the governance principles set out in subsection (2).
- (2) The trustees should ensure that—
 - (a) the governance of the Trust is exercised on behalf of, and in the interests of, the community of Franklin; and
 - (b) the activities of the Trust are focused on achieving the long-term outcomes of the Trust; and
 - (c) the Trust makes measurable progress towards the achievement of the long-term outcomes; and
 - (d) the information available to the trustees, both from within the Trust and from external sources, is sufficient to enable the effective governance of the Trust; and
 - (e) the governance structure and processes of the Trust are effective, open and transparent; and
 - (f) the standard of care set out in section 19 is observed; and
 - (g) a clear separation is maintained between the governance of the Trust and the management of the Trust; and
 - (h) the relationship between the trustees (on the one part) and the principal officer and other staff of the Trust (on the other part) is effective and understood; and
 - (i) the nature and scope of delegation within the Trust is clear and understood; and
 - (j) the nature and scope of delegation within the Trust is designed to facilitate the achievement of the long-term outcomes of the Trust and to avoid unacceptable outcomes; and
 - (k) the delegation of responsibilities, duties and powers to the principal officer is sufficient to enable the effective leadership and management of the staff and resources of the Trust; and

TRUST DEED

- (l) the staff of the Trust are led and managed ethically and effectively by the principal officer; and
- (m) the assets of the Trust are managed prudently, effectively and efficiently by the principal officer.
- (3) Despite subsections (1) and (2), or any other provision of this deed, the trustees must, in relation to the governance of the Trust, act in accordance with the charitable purposes of the Trust as set out in section 4.

15. Seal

- (1) Upon incorporation under the Charitable Trusts Act 1957, the Trust shall have a common seal which shall be affixed by the authority of the trustees previously given to any document requiring execution by the trustees.
- (2) Every affixing of the common seal of the Trust shall be attested—
 - (a) by two trustees; or
 - (b) by one trustee and the principal officer of the Trust—and shall be sufficient evidence of authority to affix the seal.
- (3) No person dealing with the trustees 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.

16. Principal office

- (1) The principal office of the Trust shall be at such place as the trustees from time to time may decide.
- (2) Any change in the location of the principal office of the Trust must be notified to the community of Franklin as soon as practicable.

17. Further provisions

The following functions of the Trust must be carried out in accordance with Schedule 1 and the standing orders (if any) of the Trust:

- (a) calling of meetings:
- (b) conduct of meetings:
- (c) delegations:
- (d) employment of staff.

OBLIGATIONS AND RESTRICTIONS ON TRUSTEES

18. Interpretation

In this Part—

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contract, in relation to the Trust,—

- (a) means a contract made by any person directly with the Trust, or with a subordinate decision-making body, or with a Trust-controlled organisation; and
- (b) includes any relationship that is intended to constitute a contract but is not an enforceable contract; and
- (c) includes any subcontract; and
- (d) does not include any contract for the employment of any person as a principal officer or employee of the Trust.

organisation means any arrangement for the sharing of profits, company, co-operation, joint venture, partnership, trust, union of interest, or other similar arrangement; but does not include a committee or joint committee of the Trust

subcontract, in relation to any contract,—

- (a) means a subcontract made with the contractor under that contract, or with another subcontractor, to do any work or perform any service or supply any goods or do any other act to which the head contract relates; and
- (b) includes any subsidiary transaction relating to any such contract or subcontract.

19. Trustees' duty of care

When discharging his or her responsibilities as a trustee, or exercising his or her powers as a trustee, or performing his or her duties as a trustee, or otherwise performing his or her role as a trustee, a trustee—

- (a) must act—
 - (i) in good faith; and
 - (ii) in accordance with the governance principles in section 0; and
- (b) must observe the prohibitions and restrictions in this Part; and
- (c) must avoid conflicts of interest (including, but not limited to, contractual interests and pecuniary interests); and
- (d) must exercise the care, diligence, and skill that a prudent person of business would exercise in the same circumstances in managing the affairs of others.

20. Prohibition on private pecuniary profit

- (1) No private pecuniary profit may be made by any person from the Trust.
- (2) Despite subsection (1),—
 - (a) any trustee may receive full reimbursement for all expenses reasonably and properly incurred by that trustee in connection with the affairs of the Trust;

TRUST DEED

- (b) and subject to section 22, any trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that trustee or by any firm or entity of which that trustee is a member, employee or associate in connection with the affairs of the Trust;
 - (c) 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 and for which that trustee has acted in any capacity whatever, notwithstanding that that trustee's connection with that company or undertaking is in any way attributable to that trustee's connection with the Trust;
 - (d) 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.
- (3) Notwithstanding anything contained or implied in this deed, the trustees, in determining all reimbursements, remuneration and charges payable in the terms of this section, shall ensure that the restrictions imposed by this Part are strictly observed.

21. Pecuniary interests

- (1) Despite anything contained or implied in this deed, any person who is—
- (a) a trustee of the Trust; or
 - (b) a shareholder or director of any company carrying on any business of the Trust; or
 - (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Trust; or
 - (d) an associated person (as defined by the Income Tax Act 1994) of any such settlor, trustee, shareholder, member or director;—
- shall not, by virtue of that capacity, determine, or materially influence in any way (whether directly or indirectly) 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.
- (2) A person who, in the course of and as part of the carrying on of his or her business of a professional practice, renders professional services to the Trust or to any organisation by which any business of the Trust is carried on, shall not, by reason only of his or her rendering of professional services, be in breach of this section.
- (3) A trustee of the Trust shall not vote on, or take part in the discussion of, any matter before the Trust in which he or she has, either directly or indirectly, any pecuniary interest other than an interest in common with the community of Franklin.
- (4) If an organisation has, either directly or indirectly, a pecuniary interest in a matter before the Trust or subordinate body, a trustee or a member is deemed

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to have a pecuniary interest in the matter if the trustee or member, or the spouse or partner of the trustee or member,—

- (a) owns, whether directly or through a nominee, 10% or more of the issued capital of the organisation or of any other organisation controlling that organisation; or
 - (b) controls, whether directly or indirectly, or is able to exercise, 10% of the total voting powers exercisable by all the members of the organisation; or
 - (c) is the managing director or the general manager (by whatever names they are called) of the organisation or of any other organisation controlling the organisation.
- (6) Any person to whom this section applies must, when the matter is raised before the Trust or subordinate body, declare to the meeting his or her interest in the matter, and the fact of this disclosure is to be recorded in the minutes of the meeting.

22. Contractual interests

- (1) Despite sections 11 and 12 and the provisions of this Part, a person is not capable of being a trustee of the Trust if the total of all payments made or to be made by or on behalf of the Trust in respect of all contracts made by it in which that person is interested exceeds \$10,000 in any given financial year.
- (2) For the purposes of subsection (1), a person is deemed to be interested in a contract made by the Trust with an organisation if—
 - (a) the person—
 - (i) owns, whether directly or through a nominee, 10% or more of the issued capital of the organisation or of any other organisation controlling that organisation; or
 - (ii) controls, whether directly or indirectly, or is able to exercise, 10% of the total voting powers exercisable by all the members of the organisation; or
 - (iii) is the managing director or the general manager (by whatever names they are called) of the company.
- (3) For the purposes of this section, an organisation is deemed to control another organisation if it—
 - (a) owns, whether directly or through a nominee, 50% or more of the issued capital of the organisation or of any other organisation controlling that organisation; or
 - (b) controls, whether directly or indirectly, or is able to exercise, 50% of the total voting powers exercisable by all the members of the organisation.

TRUST DEED

23. Interested trustee

Notwithstanding anything contained or implied in this deed, any trustee 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 interest to the other trustees, and shall not take any part whatever in any deliberations of the trustees concerning any matter in which that trustee is or may be interested other than as a trustee of the Trust.

24. Liability, indemnity and insurance

- (1) No trustee shall be liable for any loss incurred by the Trust which is not attributable to—
 - (a) that trustee's own dishonesty; or
 - (b) the wilful commission or omission by that trustee of an act known by that trustee to be a breach of trust.
- (2) Each trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which that trustee may incur in any way arising from or in connection with that trustee acting or purporting to act as a trustee of the Trust, provided such liability is not attributable to that trustee's own dishonesty, or to the wilful commission or omission by that trustee of an act known by that trustee to be a breach of trust.
- (3) No trustee shall be bound to take any proceedings against any co-trustee for any breach or alleged breach of trust committed by that co-trustee.

MANAGEMENT OF THE TRUST

25. Principal officer

- (1) The Trust must, in accordance with clause 10 of Schedule 1, appoint a principal officer.
- (2) A principal officer appointed under subsection (1) is accountable to the trustees of the Trust for the proper performance or exercise of all responsibilities, duties and powers delegated to him or her by the trustees, or imposed or conferred by this deed or by any enactment, regulation or bylaw.
- (3) Despite anything else in this deed, the performance or exercise by the principal officer of all responsibilities, duties and powers must be consistent with the charitable purposes of the Trust as set out in section 4.
- (4) The principal officer is responsible for—
 - (a) providing adequate advice and information to the trustees; and
 - (b) implementing the resolutions of the trustees; and

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- (c) ensuring, so far as is practicable, that the management structure and processes of the Trust—
 - (i) reflect and reinforce the separation of governance and management responsibilities; and
 - (ii) reflect and reinforce sound management practice; and
 - (iii) are capable of delivering adequate advice and information to the trustees; and
 - (iv) are capable of achieving the long-term outcomes of the Trust; and
 - (d) ensuring the prudent, effective, and efficient management of the assets of the Trust; and
 - (e) maintaining systems and processes to enable effective planning and accurate reporting of the financial and other performance of the Trust; and
 - (f) employing, on behalf of the trustees, the staff of the Trust; and
 - (g) negotiating the terms of employment of the staff of the Trust; and
 - (h) providing effective and ethical leadership for the staff of the Trust; and
 - (i) maintaining systems and processes which foster high performance by the staff of the Trust.
- (5) Additional provisions relating to the principal officer are set out in Schedule 1.

PLANNING AND ACCOUNTABILITY

26. Process for identifying long-term outcomes

- (1) The trustees must, not less than once every five years, carry out a process to identify long-term outcomes for the future of the Trust.
- (2) The purposes of the identification of long-term outcomes are—
 - (a) to provide opportunities for the community of Franklin to identify desired long-term outcomes for the Trust; and
 - (b) to allow the community of Franklin to discuss the relative importance and priorities of identified outcomes to the present and future well-being of the community; and
 - (c) to provide scope to measure progress towards the achievement of outcomes; and
 - (d) to promote the better co-ordination and application of the assets of the Trust; and
 - (e) to inform and guide the setting of priorities in relation to the activities of the Trust and other organisations.
- (3) The trustees may decide for themselves the process that is to be used to facilitate the identification of long-term outcomes under subsection (1), but the trustees—

TRUST DEED

- (a) must, before finally deciding on that process, take steps—
 - (i) to identify, so far as practicable, other organisations and groups capable of influencing either the identification or the promotion of long-term outcomes; and
 - (ii) to secure, if practicable, the agreement of those organisations and groups to the process and to the relationship of the process to any existing and related plans; and
 - (b) must ensure that the process encourages the community of Franklin and (if appropriate) other interested parties to contribute to the identification of long-term outcomes.
- (4) Despite any other provisions of this deed, the long-term outcomes identified under this section must be consistent with the charitable purposes of the Trust as set out in section 4.
- (5) Despite subsection (1), the initial trustees must carry out the process described in this section within two years of the date of this deed.

27. Obligation to report against long-term outcomes

- (1) The trustees must monitor and, not less than once every three years, report on the progress made by the Trust in achieving its long-term outcomes.
- (2) The trustees may decide for themselves how monitoring and reporting under subsection (1) are to be carried out, but the trustees must seek to secure the agreement and cooperation of organisations and groups identified under section 26(3)(a) to the monitoring and reporting procedures, including the incorporation of any research, monitoring, or reporting undertaken by those organisations or groups.
- (3) Despite subsection (1), the initial trustees must report on the progress made by the Trust in achieving the long-term outcomes within five years of the date of this deed.

28. Long-term plan

- (1) The trustees must, at all times, ensure that the Trust has a long-term plan under this section.
- (2) A long-term plan must be adopted before the commencement of the first year to which it relates, and continues in force until the close of the third consecutive year to which it relates.
- (3) The trustees may amend a long-term plan at any time, provided that any significant amendment to a long-term plan is reported in the annual report of the Trust.
- (4) The purposes of a long-term plan are to—
 - (a) give effect to the purposes of the Trust described in section 4; and
 - (b) describe the long-term outcomes of the Trust; and

FRANKLIN FAMILY SUPPORT TRUST

- (c) describe the activities of the Trust which are intended to achieve the long-term outcomes; and
 - (d) provide a long-term focus for the decisions of the trustees and activities of the Trust; and
 - (e) facilitate integrated decision-making and co-ordination of the assets of the Trust; and
 - (f) provide an opportunity for participation by the community of Franklin and (if appropriate) other parties in the decision-making processes concerning the long-term outcomes of the Trust; and
 - (g) provide a basis for accountability of the trustees to the community of Franklin.
- (5) A long-term plan adopted under this section must—
- (a) cover a period of not less than five consecutive financial years; and
 - (b) include the information required by Schedule 3; and
 - (c) be consistent with the charitable purposes of the Trust as set out in section 4; and
 - (d) be written in plain language.
- (6) The trustees must, in complying with the requirements of this deed in relation to the preparation and adoption of a long-term plan, act in such manner, and include in that plan such detail, as the trustees consider on reasonable grounds to be appropriate.
- (7) The trustees must, within one month after the adoption of a long-term plan, make the long-term plan available to the community of Franklin and to such other parties as the trustees consider appropriate.
- (8) Despite subsection (1), the initial trustees must comply with the requirements of this section within two years of the date of this deed.

29. Annual report

- (1) The trustees must prepare and adopt in respect of each financial year an annual report containing in respect of that year the information required by Schedule 3.
- (2) The purposes of an annual report are—
- (a) to compare the actual activities and the actual performance of the Trust in the year with the intended activities and the intended performance as set out in respect of that year in the long-term plan; and
 - (b) to promote the trustees' accountability to the community of Franklin for the decisions made throughout the year by the trustees.
- (3) Each annual report must be completed and adopted, by ordinary resolution of the Trust, within four months after the end of the financial year to which it relates.
- (4) The trustees must, within one month after the adoption of an annual report,—

TRUST DEED

- (a) make the annual report available to the community of Franklin; and
 - (b) publish a summary of the information contained in the annual report in such newspapers or other media as the trustees believe, on reasonable grounds, will permit the summary of information to be available to a substantial majority of the community of Franklin.
- (5) Despite subsection (1), the first year for which the initial trustees must prepare an annual report is the second year covered by the long-term plan referred to in section 28(8).


FRANKLIN FAMILY SUPPORT TRUST

SIGNED AS A DEED

SIGNED by
Jean Audrey ARCHER
as trustee:

in the presence of:


Signature of trustee


Signature of witness


Catherine Pollock
Full Name of witness

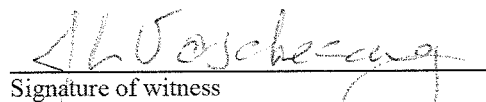
Receptionist
Occupation of witness

Pukekohe
City/town of residence

SIGNED by
Kevin Charles BIRCH
as trustee:

in the presence of:


Signature of trustee


Signature of witness

Joanna Lois Vorschening
Full Name of witness

Reception / Admin
Occupation of witness

Pukekohe
City/town of residence



TRUST DEED

SIGNED by
David Stuart GRAY
as trustee:

in the presence of:

Signature of trustee

Jh Voschezag
Signature of witness

Joanna Lois Voschezag
Full Name of witness

Reception / Admin
Occupation of witness

Pukekohe
City/town of residence

SIGNED by
Harriet HAVERLAND
as trustee:

in the presence of:

Signature of trustee

Andrea Chapman
Signature of witness

Andrea Chapman
Full Name of witness

Social Worker
Occupation of witness

Pukekohe, Franklin
City/town of residence

FRANKLIN FAMILY SUPPORT TRUST

SIGNED by
Judith Anne HULL
as trustee:

in the presence of:


Signature of trustee


Signature of witness

Joanna Lois Voschezag
Full Name of witness

Reception Admin
Occupation of witness

Pukekohe
City/town of residence

SIGNED by
Heather Lynette Thelma MALONEY
as trustee:

in the presence of:



Signature of trustee


Joanna Lois Voschezag
Signature of witness

Joanna Lois Voschezag
Full Name of witness

Reception Admin
Occupation of witness

Pukekohe
City/town of residence


Joanna Lois Voschezag



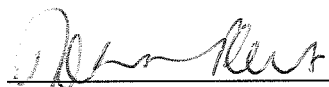
TRUST DEED

SIGNED by
Geoffrey Raymond SMITH
as trustee:



Signature of trustee

in the presence of:



Signature of witness



Full Name of witness



Occupation of witness



City/town of residence



SCHEDULES



SCHEDULE 1: MEETINGS, SUBORDINATE DECISION- MAKING, DELEGATION, EMPLOYMENT OF STAFF

MEETINGS

1. General provisions for meetings

- (1) The trustees must hold the meetings that are necessary for them to carry out their role.
- (2) A trustee has, unless lawfully excluded, the right to attend any meeting of the trustees, or of a committee of the Trust.
- (3) A meeting of the trustees must be called and conducted in accordance with—
 - (a) this schedule; and
 - (b) the standing orders of the Trust.
- (4) The trustees must hold ordinary meetings at the times and places that they appoint.
- (5) Unless clause 4 applies, the principal officer must give notice in writing to each trustee of the time and place of an ordinary meeting—
 - (a) not less than 14 days before the meeting; or
 - (b) if the trustees have adopted a schedule of meetings, not less than 14 days before the first meeting on the schedule.

2. Meetings not invalid because notice not given

- (1) A meeting of the trustees is not invalid if notice of that meeting was not received, or not received in due time, by a trustee unless—
 - (a) it is proved that the person responsible for giving notice of the meeting acted in bad faith or without reasonable care; and
 - (b) the trustee concerned did not attend the meeting.
- (2) Any trustee may waive any requirement regarding the giving of notice of a meeting to that trustee.

3. Extraordinary meetings

- (1) An extraordinary meeting of the trustees may be called by—
 - (a) a resolution of the trustees; or
 - (b) a requisition in writing delivered to the principal officer and signed by not less than one-half of the trustees (including vacancies); or
 - (c) the principal officer.
- (2) Notice of the time and place of the meeting called under subclause (1) and of the matters in respect of which the meeting is being called must be given by the principal officer or by another person on the principal officer's behalf, by

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FRANKLIN FAMILY SUPPORT TRUST

whatever means is reasonable in the circumstances, to each trustee not less than 4 days before the time appointed for the meeting.

- (3) Despite subclause (2), an extraordinary meeting of the trustees may be held with less than 4 days notice provided every trustee waives the requirement regarding the giving of not less than 4 days notice of the meeting.

4. Conduct of meetings

- (1) The trustees must, from time to time, elect from amongst their number a chairperson.
- (2) The trustees must adopt a set of standing orders for the conduct of their meetings.
- (3) The standing orders of the Trust must not contravene this deed, or any enactment.
- (4) The standing orders of the Trust must provide—
- (a) that the quorum for meetings of the trustees is half of the number of trustees currently holding office plus one; and
 - (b) that each trustee is entitled to exercise one vote on any proposal to be decided by the trustees; and
 - (c) in the event of a tied vote on any proposal, the chairperson has an additional, casting vote.
- (5) The standing orders of the Trust must specify—
- (a) voting procedures at meetings of the trustees; and
 - (b) the rights of members of the community of Franklin to attend, and to speak at, meetings of the trustees; and
 - (c) the rights of persons not belonging to the community of Franklin to attend, and to speak at, meetings of the trustees; and
 - (d) procedures in relation to the keeping of minutes.
- (6) Despite subclause (5)(d), the following matters must be recorded in writing:
- (a) all resolutions of the trustees;
 - (b) all declarations under section 21;
 - (c) all cessations of office under section 13.

5. Alternate forms of meeting

- (1) The contemporaneous linking together of the trustees by telephone, videoconferencing or other electronic means of communication shall constitute a meeting of the trustees and the provisions of this schedule shall apply to such meetings, provided the following conditions are met:
- (a) each trustee then in New Zealand shall be entitled—
- (i) to notice of such a meeting; and
 - (ii) to be linked for the purposes of the meeting:

TRUST DEED

- (b) each of the trustees taking part in the meeting must be able to hear, for the whole of the meeting, each of the other trustees taking part in the meeting;
 - (c) at the commencement and conclusion of such meeting each trustee must acknowledge his or her presence for the purpose of the meeting;
 - (d) no trustee may withdraw from such a meeting without the express consent of the chairperson;
 - (e) a trustee 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 unless that trustee has obtained the consent described in subclause (1)(d).
- (2) A minute of a meeting described by subclause (2) shall be sufficient evidence of the proceedings of the meeting provided the minute is certified by the chairperson as a correct minute.

6. Exclusion of certain persons from meetings

- (1) The trustees may, by resolution, exclude any person from the whole, or part, of any of their meetings.
- (2) The trustees may exercise the power in subclause (1) if they are satisfied on reasonable grounds that not to do so would be likely to—
 - (a) result in the disclosure of information for which good reason for withholding exists; or
 - (b) prejudice the orderly conduct of the meeting.

SUBORDINATE DECISION-MAKING AND DELEGATION

7. Power to appoint subordinate decision-making bodies

- (1) The trustees may appoint, discharge and reconstitute—
 - (a) the committees, subcommittees, and other subordinate decision-making bodies that they consider appropriate; and
 - (b) a joint committee with a local authority, a public body or other entity.
- (2) A subordinate decision-making body—
 - (a) is subject in all things to the control of the trustees;
 - (b) must carry out the directions of the trustees given in relation to the body or the affairs of the body; and
 - (c) must act and make decisions at all times consistent with the charitable purposes of the Trust as set out in section 4.

FRANKLIN FAMILY SUPPORT TRUST

8. Membership of subordinate decision-making bodies

- (1) The trustees may appoint or discharge any member of a subordinate decision-making body.
- (2) The members of a subordinate decision-making body may be, but need not be, trustees, and the trustees may appoint to a subordinate decision-making body a person who is not a trustee if, in the opinion of the trustees, that person has the skills, attributes, or knowledge that will assist the work of the body.
- (3) Despite subclause (2),—
 - (a) at least one member of a subordinate decision-making body must be a trustee; and
 - (b) an employee of the Trust may not act as a member of a subordinate decision-making body.
- (4) When discharging his or her responsibilities, or exercising his or her powers, or performing his or her duties, as a member of a subordinate decision-making body, the provisions of section 19 apply to a person appointed under subclause (2) who is not a trustee as if the person were a trustee.

9. Delegations

- (1) Unless expressly provided otherwise in this deed, or in any other enactment, the trustees may delegate to a subordinate decision-making body, or to a trustee, or to the principal officer, any of their responsibilities, duties, or powers, including the power to delegate, except—
 - (a) the power to exercise fiduciary discretions relating to the investment and management of the Trust Fund;
 - (b) the power to adopt a long-term plan or annual report; or
 - (c) the power to appoint a principal officer; or
 - (d) the power to borrow money, or purchase or dispose of assets, other than in accordance with the long-term plan.
- (2) Nothing in this clause restricts the power of the trustees to delegate to a subordinate decision-making body, or to a trustee, or to the principal officer, the power to do anything precedent or subsequent to the exercise by the trustees (after consultation with the body or person) of any power specified in subclause (1).

EMPLOYMENT OF STAFF

10. Appointment and employment of principal officer

- (1) The trustees must, in making an appointment under section 25, have regard to the need to appoint a person who will discharge the accountability and responsibilities placed on the appointee by that section.

TRUST DEED

- (2) The trustees may employ the principal officer on such terms and conditions as they see fit, having regard to—
- (a) the skills, attributes, and experience of the principal officer; and
 - (b) the nature and scope of the Trust's activities; and
 - (c) the particular requirements of the Trust; and
 - (d) the general level of remuneration for comparable senior positions in comparable organisations.

11. Principal officer's performance

- (1) The trustees and the principal officer must enter into an annual performance agreement.
- (2) The purposes of an annual performance agreement are—
- (a) to provide an objective basis for accountability of the principal officer to the trustees; and
 - (b) to foster high performance by the principal officer; and
 - (c) on an ongoing basis, to measure the performance of the principal officer and to provide regular feedback to him or her about his or her performance; and
 - (d) to provide a framework for the professional development of the principal officer; and
 - (e) to provide an objective basis for reviewing the terms and conditions of employment of the principal officer.
- (3) The performance agreement must be in a form determined by the trustees.
- (4) The trustees must, not less than once every 12 months, conduct and complete a review of the performance of the principal officer.
- (5) A review of the performance of the principal officer must objectively assess the performance of the principal officer against the specific targets, standards and timeframes set out in the performance agreement.
- (6) Nothing in this clause limits the accountability of the principal officer under section 25(2).

SCHEDULE 2: TRUST PLANS AND REPORTS

INFORMATION TO BE INCLUDED IN LONG-TERM PLAN

1. Long-term outcomes

A long-term plan must, to the extent determined appropriate by the trustees,—

- (a) describe the long-term outcomes for the Trust; and
- (b) outline how the trustees will, in order to further the long-term outcomes, work with—
 - (i) central government; and
 - (ii) local government; and
 - (iii) non-government organisations; and
 - (iv) the private sector; and
- (c) state what measures will be used to assess progress towards the achievement of the long-term outcomes; and
- (d) state how the trustees will monitor and, not less than once in every 3 years, report on the Trust's progress towards achieving the long-term outcomes.

2. Forecast financial statements

- (1) A long-term plan must include, for each of the financial years covered by the plan, forecast financial statements for the Trust.
- (2) A long-term plan may include, for each of the financial years covered by the plan, forecast financial statements for any Trust-controlled organisation or any other entity under the Trust's control.

INFORMATION TO BE INCLUDED IN ANNUAL REPORTS

3. Trust activities

- (1) An annual report must, in relation to each of the activities of the Trust—
 - (a) identify the activity; and
 - (b) identify the long-term outcome or outcomes to which the activity primarily contributes; and
 - (c) report the results of any measurement undertaken during the year of progress towards the achievement of those outcomes; and
 - (d) explain any variation between the actual level of achievement and the intended level of achievement for the activity; and

TRUST DEED

- (e) describe any identified effects that any activity has had on the well-being of the community of Franklin.

4. Financial statements

- (1) An annual report must include audited financial statements for the financial year for the Trust.
- (2) The audited financial statements under subclause (1) must be prepared in accordance with generally-accepted accounting practice.