

MALE SURVIVORS OF SEXUAL ABUSE TRUST OTAGO

THIS DEED is made the 12th day of December 2013

BETWEEN Thelma Gay Patterson of Dunedin and
Piotr Legutko of Dunedin and
Paul Reet of Dunedin and
Philip Arthur Robert Sunitsch of Dunedin

WHEREAS:

- A. The parties of this Deed wish to establish a charitable trust (in this Deed referred 'the Trust') for the purposes described in Clause 2 of this Deed, and
- B. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.
- C. By way of initial settlement to establish the Trust, the original trustees contribute the sum of \$1 on the date of this deed to be held on the terms of this deed.

NOW THIS DEED WITNESSES that the Rules of the Trust are as follows:

1. NAME:

The name of this Trust will be the '**Male Survivors of Sexual Abuse Trust Otago**'
also known as MSSAT Otago

in this deed called 'the Trust'

2. TRUST PRINCIPLES

The Trust is committed in obtaining its purposes to:

- 2.1 respecting and recognising within its practices the dual heritage of the partners of Te Tiriti O Waitangi (the Treaty of Waitangi)
- 2.2 respecting the human dignity and diversity of all people and be encouraging of people from all ethnicities, cultures and identities, to utilise the Trust's facilities and services
- 2.3 endeavour to acknowledge and incorporate practices that are inclusive, safe and sensitive to all ethnicities, cultures and identities
- 2.4 inspire people to reach their full potential and advance full social inclusion and the autonomy of each individual client
- 2.5 maintaining the highest standards of professionalism and integrity

3. TRUST OBJECTIVES

The purpose of the Trust is to act as a charitable community social service and resource to empower male survivors of sexual abuse and support their connections in their personal recovery process. The purpose is also to work towards and support changing the way families and the community understands and responds to sexual abuse and its effects, in order to work towards greater prevention of sexual abuse and protection of children within our communities

The Trust will:

- 3.1 keep the activities of the Trust's services as "Survivor" focused and driven, with Survivors also able to be involved in varying stages of decision making; and assist the organisation to allow for opportunities, where appropriate, that enable Survivors to help themselves and others to attain 'solutions'
- 3.2 remain informed on national and international developments in the interests of shaping safe and best practices in the field of dealing with the clients' varying needs as survivors of sexual abuse
- 3.3 liaise with, assist and utilise other groups and organisations with similar aims throughout New Zealand
- 3.4 maintain and utilise a database of counsellors, therapists and related agencies that are qualified and have experience in dealing with the varying needs and issues relating to male sexual abuse survivors. Such personnel should be sought giving consideration to nil costs or low costs to clients e.g. ACC accredited providers
- 3.5 locate and encourage the production of resources and networks to meet the range of needs of male survivors, both locally and nationally
- 3.6 continue to pursue a wider range of opportunities and funding to enhance the development of programmes and services to meet the charitable purposes of the Trust
- 3.7 through listening and being present for male survivors, make possible, practical and manageable means by which male survivors can find 'solutions' for the issues in their lives so that they can 'heal' and move forward positively
- 3.8 encourage the formation of peer based support groups
- 3.9 initiate and support beneficial and appropriate 'self help' plans; plans developed in partnership with individual clients themselves
- 3.10 create and maintain a resource library and provide information, where appropriate, to those who require it

- 3.11 act as agent of personal advocacy for clients, where clients' needs arise such as representation requested by them to support their needs, and/or advance the Trust's services, Goals and Mission in its charitable purposes
- 3.12 provide support for the partners and whanau/families of male survivors of sexual abuse, sensitivity and in the appropriate contexts
- 3.13 to carry out other activities consistent with the charitable purpose of the Trust

4. ACTIVITIES LIMITED TO NEW ZEALAND

The activities of the Trust will be limited to New Zealand

5. REGISTERED OFFICE

The office of the Trust will be at 100 Forbury Road, St Clair, Dunedin, or in such other place as the Board of Trustees may from time to time determine

6. THE BOARD OF TRUSTEES

- 6.1 the Board of Trustees will comprise of no less than 3 trustees, and no more than 6
- 6.2 the signatories to this Deed will be the first Board. The Trustees will elect from among themselves a Chairperson. A Secretary and Treasurer will also be appointed from among themselves or from non-Trust members. An election of office bearers will be held at the first meeting of the Board following the execution of this Deed, and thereafter yearly, or whenever a vacancy occurs.
- 6.3 a person will immediately cease to be a Trustee when he or she resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the meaning of the Mental Health Act 1969 or subsequent enactment.
- 6.4 the Board will have the power to fill any vacancy that arises in the Board or to appoint and additional trustees subject to clause 8.1.
- 6.5 the Board may continue notwithstanding and vacancy, but if their number is reduced below the minimum of trustees as stated in this Deed, the continuing trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.

- 6.6 the Board may, by a motion decided by a two-thirds (2/3rd) majority of the votes, terminate a person's position as a Trustee and a member of the Board, if it believes that such action is in the best interests of the Trust.
- 6.7 the name of the Board will be '**MSSAT Otago Charitable Trust Board.**'

7. MEETING OF THE BOARD

- 7.1 the procedure for Board meetings will be as follows:
- 7.1.1 a quorum of the Board will be 3 of its members
 - 7.1.2 if a Trustee, including an office bearer, does not attend consecutive meetings of the Board without leave of absence that member may, at the discretion and on decision of the Board, be removed as a Trustee and/or from any office of the Trust which she or he holds
 - 7.1.3 all questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority show of hands
 - 7.1.4 if the voting is tied, the Chairperson may have a second and casting vote
 - 7.1.5 each meeting will be chaired by the Chairperson of the Trust. In the absence of the Chairperson, the Board will elect a person to chair the meeting from the Trustees present
- 7.2 the Board will meet at least four times a year. The Secretary will ensure that all members of the Board are notified of the meeting, either verbally or in writing
- 7.3 the Secretary will ensure that a minute folder is maintained which is available to any member of the Trust and which, for each meeting of the Board records
- 7.3.1 the names of those present and
 - 7.3.2 all decisions which are required by this Deed or by law to be made by the Board of Trustees, and
 - 7.3.3 any other matters discussed at the meeting

8. POWERS

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:

- 8.1 to use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to the principles of good employment and the Employment Relations Act 2000, or any subsequent enactment;
- 8.2 to purchase, take on, lease or in exchange or hire or otherwise acquire any real or personal property and any rights and privileges which the Board thinks are necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or lease, with or without the option to purchase or, in any other manner, dispose of such property, rights or privileges;
- 8.3 to carry on any business;
- 8.4 to invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;
- 8.5 to borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit; and
- 8.6 to do all things as may from time to time are necessary or desirable to enable the Board to give effect to and attain the charitable purpose of the Trust

9. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 9.1 any income, benefit or advantage will be applied to the charitable purposes of the Trust
- 9.2 no person associated with the Trust may derive any income, benefit or advantage from the operation of the Trust
- 9.3 this clause does not prevent a person from deriving income, benefit or advantage from the operation of the Trust if such benefit is derived from professional services to the Trust rendered in the course of business at no greater rates than current market rates
- 9.4 for the avoidance of doubt, no person or Trustee may take part in the deliberations or the decision over any transaction with the Trust where that person or the Trustee or any persona associated with the person or Trustee may obtain an income, benefit or advantage

10. POWER TO DELEGATE

- 10.1 the Board may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Board exercise or perform the delegated powers or duties in the same way and with the same effect as the Board could itself have done
- 10.2 any committee or person to whom the Board has delegated powers or duties will be bound by the charitable terms of the Trust and any terms and conditions of the delegation set by the Board
- 10.3 the Board will be able to revoke such delegation at will; and no such delegation will prevent the exercise of any power or the performance of any duty by the Board
- 10.4 it will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a Trustee

11. FINANCIAL ARRANGEMENTS

- 11.1 the financial year of the Trust will be from 1 July to 30 June in the following year
- 11.2 the Trustees shall keep an account or accounts at any bank or banks that they choose. Bank transactions and electronic payments shall be drawn, signed and endorsed by such persons as Trustees direct
- 11.3 the Trustees shall ensure that the true accounts are kept and that the accounts are audited annually, if required

12. COMMON SEAL

- 12.1 the Common Seal of the Trust will be kept in the custody and control of the Secretary, or such officer appointed by the Board
- 12.2 when required, the Common Seal of the Trust will be affixed to any document following a resolution of the Board and will be signed by the Chairperson (or a Trustee acting as the Chairperson) and one other person appointed by the Board

13. ALTERATION OF DEED

any of this Deed may be altered, added to, rescinded or substituted at a meeting of the Board called for that purpose, subject to the following conditions

- 13.1 notice in writing of the proposed alterations or additions of the Deed shall be given to each Trustee
- 13.2 such a resolution must be carried either by consensus, and if not then at least two-thirds (2/3rd) majority vote of the trustees present
- 13.3 no addition, alteration or rescission of this Deed shall be allowed if it affects the winding up clause or is in conflict with:
 - i) the objectives of the Trust
 - ii) the charitable nature of the Trust
 - iii) the Charitable Trusts Act 1957
 - iv) the conditions of exemption granted by the Charities Commission and the Inland Revenue Department

14. MEDIATION

If a dispute arises out of or is related to this Deed the trustees agree to try and resolve the dispute by a mediated process whereby each party to the dispute is given the opportunity to state their case in writing or verbally. An agreed third party can also administer mediation if the Trustees think fit. The third party so called upon will have the appropriate skills, qualifications or experience to act as mediator in these circumstances

15. TRUSTEE LIABILITY

It is declared that:

- 15.1 the trustees are chargeable respectively only in respect of the money and securities they actually receive, or which, but for their own acts, omissions, neglects, or defaults they would have received, notwithstanding their signing and receipt for the sake of conformity; and
- 15.2 they are each answerable and responsible respectively only for their own acts, receipts, omissions, neglects and defaults and not for those of each other, or of any banker, broker, auctioneers, or other person with whom, or into whose hands, and Trust money or security is properly deposited or has come;
- 15.3 no trustee shall be liable personally for the maintenance, repair, or insurance of any charges on such property;
- 15.4 no trustee hereof shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C of the Trustees Act 1956 (as enacted by the Trustee Amendment Act 1988 or any statutory replacement or equivalent) unless such loss is attributable:
 - 15.4.1 to his or her own dishonesty; or

- 15.4.2 to the wilful commission by him or her of an act known by him or her to be a breach of the Trust
- 15.4.3 and pursuant to Section 13D of the trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and Section 13C of the Trustees Act 1956 shall not apply to any Trustee hereof
- 15.5 no Trustee shall be bound to take any proceedings against a fellow Trustee for any breach or alleged breach of the Trust committed by that fellow Trustee
- 15.6 notwithstanding the procedure or otherwise of retaining assets in the Trust Fund no Trustee shall be liable for any loss suffered by the Trust Fund by reason of the Trustees retaining any asset forming part of the Trust Fund
- 15.7 the Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party

14. WINDING UP

- 14.1 the Trust may be wound up if a majority of Trustees at a meeting called for this purpose pass a resolution to wind up the Trust and at a second meeting held no less than 30 days and no more than 42 days after the first meeting, a two-thirds (2/3rd) majority of Trustees confirm the resolution
- 14.2 on winding up, any surplus assets of the Trust will be distributed to other charitable organisations within New Zealand which have similar objects, and are registered with the Charities Commission. No Trustee will receive any money or property of the Trust

IN WITNESS OF WHICH this Deed has been executed the day and the year first written in this Deed

1. SIGNED by the above named

As Trustee in the presence of:

Full Name of Witness

Signature

Occupation

Residential Address

2. SIGNED by the above named

As Trustee in the presence of:

Full Name of Witness

Signature

Occupation

Residential Address

3. SIGNED by the above named

As Trustee in the presence of:

Full Name of Witness

Signature

Occupation

Residential Address

4. SIGNED by the above named

As Trustee in the presence of:

Full Name of Witness

Signature

Occupation

Residential Address
