

# The Animal Welfare Institute of New Zealand

## Deed of Trust and Revocation

DEED dated the 5<sup>th</sup> day of December 2006

### PARTIES

Neil Edward Wells of Auckland, barrister ("the Settlor")

### AND

Wyn Norien Hoadley, of Auckland, barrister

### AND

Thomas Stanley Didovich, of Auckland, education manager

### AND

Graeme John Coutts, of Auckland, management consultant

### AND

Neil Edward Wells, of Auckland, barrister

(collectively referred to as the "Trust Board").

### BACKGROUND

- A. On the 1<sup>st</sup> day of March 2000 the Settlor established a trust for charitable purposes by creating the Trust provided for in this deed.
- B. The Settlor has accordingly paid or caused to be paid into the joint names of the Trustees the sum of ten dollars (\$10.00) to be held by the Trustees together with any further sums or other assets acquired or vested in the Trustees upon the trusts and with and subject to the powers and discretions set out or implied in this deed.
- C. The Trustees have agreed to act as Trustees of the Trust and constitute the Trust Board of the Trust.
- D. The originating Trustees agreed to enter into a deed dated 1<sup>st</sup> March 2000 specifying the purposes of the Trust and providing for its control and government.
- E. This deed revokes the deed executed on 1<sup>st</sup> March 2000 and substitutes this deed in its place. Despite the revocation of the deed dated 1<sup>st</sup> March 2000 it is declared that the trust established on that date is continued by this deed.

### COVENANTS

#### 1. Establishment of Trust

The Settlor **DIRECTS AND DECLARES** and the Trustees **ACKNOWLEDGE AND DECLARE** that the Trustees shall stand possessed of the Trust Fund upon trust to apply the same for the objects and purposes set out in clause 4 and with the powers and discretions set out or implied in this deed.



## 2. Name of Trust

The name of the Trust shall be "**The Animal Welfare Institute of New Zealand**" or such other name as the Board determines from time to time.

## 3. Declaration of Trust

It is hereby irrevocably covenanted agreed and declared that the Trustees shall hold the sum paid to them by the Settlor, together with any future assets which may at any time or times be paid given or transferred to the Trustees by any other organisation, company, body or person to be held by the Trustees upon the Trusts and subject to and with the powers and provisions expressed and declared in this deed.

## 4. Purpose

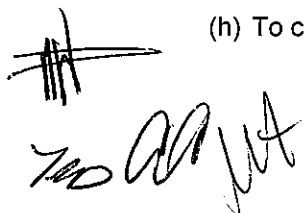
The purpose of the Trust is to promote the welfare of animals exclusively in New Zealand and in furtherance of this purpose:

- (a) To apply all funds and assets of the Trust within New Zealand towards furthering the exclusively charitable objects, aims and purposes.
- (b) To prevent ill treatment to and assist in the relief of suffering of animals;
- (c) To provide animal welfare services;
- (d) To encourage and develop by humane education individual responsibility for the welfare of animals and the promotion of humane attitudes in society to animals and people;
- (e) To support and encourage the study of animal welfare issues;
- (f) To advance the aims of the Trust by seeking the support and advice of all available moral, educational, legislative and scientific institutions, and strategic partners;
- (g) To promote the principles of the Lord Dowding Fund in New Zealand, these being consistent with the purpose of this Deed
- (h) To maintain effective liaison and to seek co-operation with organisations in New Zealand and elsewhere in the world having similar objectives.

## 5. Powers

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956 or the Charities Act 2005 the powers that the Board may exercise in order to carry out its charitable objects are as follows:

- (a) To incorporate as a Trust Board under the provisions of the Charitable Trust Act 1957.
- (b) To seek registration under the provisions of the Charities Act 2005;
- (c) To maintain accreditation as an approved organisation under the provisions of the Animal Welfare Act 1999; and
- (d) To promote, administer and make grants from the Lord Dowding Fund in New Zealand in accordance with the principles of that fund.
- (e) To establish a quality assurance body for the enhancement of quality assured standards in animal welfare compliance activities, animal care, animal technology and animal utilisation;
- (f) To use the funds of the Trust as necessary or expedient for the purpose of attaining the objects of Trust and in payment of the costs and expenses of the Trust; and
- (g) To purchase, take on lease or licence, or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges as necessary or expedient for the purpose of attaining the objects of the Trust, and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- (h) To carry on any business as defined by section CW35 of the Income Tax Act 2004; and



- (i) To invest surplus funds in any way permitted by law for the investment of trust funds; and
- (j) To seek any declaration or Court order or promote any Act of Parliament or initiate or participate in any similar proceedings for the enabling of the Board to carry any of its objects into effect, or to better achieve its objectives and to oppose any proceedings or application which may seem likely directly or indirectly to prejudice the interests of the Trust; and
- (k) To provide funds for the Trust's objects, or any of them and for that purpose to borrow or raise money from time to time without security and upon such terms as to priority and otherwise as the Board thinks fit, to give security by way of mortgage, debenture guarantee or otherwise over the whole or part of the property of the Trust; and
- (l) To employ staff or enter into contracts for the provision of services, for any purpose as necessary or expedient for the purpose of attaining the objects of the Trust and to manage, dismiss or terminate such contracts and may employ as professional advisers, agents, officers and staff persons who are members of the Board: and
- (m) To effect insurances of whatever nature in respect of any property, by whatever means, for whatever consideration and upon terms and conditions as the Board thinks fit; and
- (n) To do all things as may from time to time appear desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust.

## 6. Tangata Whenua

In attaining its purpose the Trust Board shall have regard to the views and expectations of the Tangata Whenua.

## 7. Trust Board

A Trust Board shall administer the Trust.

### 7.1 Name of the Board

The name of the Board shall be "The Animal Welfare Institute of New Zealand Trust Board" or such other name as the Board determines from time to time.

### 7.2 Appointment to the Board

- (a) The Board shall consist of not less than four nor more than eight members, provided that where a vacancy occurs the remaining Trustees may act until a replacement Trustee is appointed.
- (b) The Trustees may appoint up to 4 additional Trustees. Before appointing additional Trustees under this clause the Board will consult with its strategic partners and have regard to the needs of the Trust having regard to the Trust's activities and the skills required by the Board and the extent to which the appointee will enhance the balance of those skills.
- (c) A Trustee may, with the consent of the Board, appoint any person to be an alternate Trustee in the Trustee's place but such appointment shall have effect only during such period as the Trustee shall be absent from New Zealand, and the Trustee may by written notice to the Board revoke or alter any such appointment of an alternate Trustee.

### 7.3 Term of Office and Vacancies

- (a) The term of appointment of each Trustee shall be 5 years provided that upon the expiry of any term of any term of appointment each Trustee, unless a person to whom any of the provisions of sub-clauses (b) (ii) to (vi) applies, shall be eligible for reappointment.
- (b) The office of a Trustee shall become vacant if a Trustee:
  - (i) Resigns office as a Trustee by giving 30 days notice in writing to the Board; or
  - (ii) Dies or is found to be a mentally disordered person within the meaning of the Mental Health Compulsory Assessment and Treatment Act 1992; or

- (iii) Is removed from office by a resolution carried by a two-thirds majority of the other Trustees; or
  - (iv) Is declared bankrupt or makes an assignment to creditors; or
  - (v) Fails to attend three consecutive meetings without leave of absence; or
  - (vi) If an event occurs as specified in section 43 of the Trustee Act 1956.
- (c) Every vacancy occurring among the Trustees shall be filled as soon as is convenient and the Board may appoint any suitable person to be a Trustee to fill any vacancy in the office of Trustee.

#### **7.4 Payments to Trustees**

- (a) Subject to sub-clause (c) Trustees shall be honorary PROVIDED THAT Trustees may be reimbursed for reasonable expenses incurred while on Board business at the sole discretion of the Board.
- (b) 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 where that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.
- (c) Any Trustee who is a barrister, solicitor or accountant is entitled to make all usual and proper charges for his or her professional and other services in connection with the administration of the Trust.

#### **7.5 Duties of the Board**

- (a) The Board shall be responsible for furthering the objects of the Trust and for declaring general policy relating to the implementation of the objects of the Trust.
- (b) The Board shall:
  - (i) Prepare strategic and annual business plans and an annual operating budget with specific strategies and operational objectives and performance targets;
  - (ii) Implement the necessary transparent processes, systems, structures and resources to support the proper operation of the Trust, including an appropriate accounting system and systems of performance measurement and reporting;
  - (iii) Provide for accountability arrangements, financial arrangements and management of the trust required by the Animal Welfare Act 1999;
  - (iv) Regularly review the administration, performance and affairs of the Trust; and
  - (v) Implement sound management and risk management practices consistent with the objects of the Trust.

#### **8. Office**

The office of the Trust shall be such place in Auckland as the Board may determine.

#### **9. Officers of the Board**

The officers of the Board shall consist of the following:

- (a) A Chairperson who shall be a Trustee and who shall be appointed by the Board. The Chairperson shall retire from that office at each annual meeting of the Trust and shall be eligible for reappointment by the Board;
- (b) A Deputy Chairperson who shall be a Trustee and who shall be appointed by the Board. The Deputy Chairperson shall retire from that office at each annual meeting of the Trust and shall be eligible for reappointment by the Board;
- (c) A Secretary, who may be a Trustee, shall be appointed by the Board, and shall give notices of all meetings, keep minutes and records of all meetings of the Board and of any committees, and perform such other duties as the Board may direct and as are normally incidental to the office of secretary. The Secretary may also carry out the duties of Treasurer. The Secretary shall attend all

meetings of the Board, unless the Trustees otherwise direct but shall not be entitled to vote unless the Secretary is also a Trustee;

- (d) A Treasurer, who may be a Trustee, shall be appointed by the Board, and shall have custody of the books of account and financial records and, subject to the directions of the Board, shall be responsible for the funds of the Trust. It shall be the duty of the Treasurer to see that all statutory and other requirements with reference to the financial affairs of the Trust are complied with and that the provisions of this deed as to such matters are carried out within the Treasurer's powers, and perform such other duties as the Board may determine and as are normally incidental to the office of treasurer. The Treasurer may attend all meetings of the Board unless the Trustees otherwise direct but shall not be entitled to vote unless the Treasurer is also a Trustee.

## 10. Chief Executive Officer

The Board may appoint a Chief Executive Officer upon such terms and for such period and with such duties and at such remuneration as the Trustees shall determine. Such person may, by virtue of this appointment, also act as Secretary and/or Treasurer of the Trust responsible to the Board but directly responsible to the Chairperson of the Board. The Chief Executive Officer shall:

- (a) Attend and participate in all meetings of the Board unless the Trustees otherwise direct;
- (b) Be responsible to the Board for the day to day functioning of the Trust and the Board may delegate to the Chief Executive Officer any of the duties and powers of the Board either subject to later confirmation by the Board or in a manner which does not require subsequent confirmation by the Board. . The Board shall have the right to revoke the delegation to the Chief Executive Officer of any duty or power of the Board;
- (c) Be responsible for day to day management of the Trust and shall take every lawful means to secure the due observance of the objects of the Trust and to protect the Trust Fund for rightful administration.

## 11. Proceedings of the Board

### 11.1 Meetings

The Board shall meet not less twice a year, including the annual meeting, at such places and times as the Board shall determine. Meetings other than the annual meeting and a special meeting shall be convened on no less than 14 days' notice in writing to each Trustee who is in New Zealand.

### 11.2 Annual Meeting

The Board shall in each year convene an annual meeting to be held within three months of the end of the Financial Year at a time and place to be fixed by the Board. Not less than 28 days prior notice in writing of the annual meeting shall be given to each Trustee who is in New Zealand and such other persons as the Board shall determine from time to time.

### 11.3 Special Meeting

Upon the written request of four Trustees specifying the purpose of the meeting, the Chairperson shall convene a special meeting within 21 days of the request at such place and time as fixed by the Chairperson. A special meeting shall be convened on no less than 14 days notice in writing to each Trustee who is in New Zealand and such other persons as the Board shall determine from time to time specifying the business to be transacted at the meeting.

### 11.4 Telephone meetings

- (a) The contemporaneous linking together by telephone of a number of the Trustees not less than the quorum, whether or not any one or more of the Trustees is out of New Zealand, shall be deemed to constitute a meeting of the Board if:
- (i) All the Trustees for the time being entitled to receive notice of a meeting of the Board receive notice of a telephone meeting and are linked by telephone for the purposes of such meeting. Notice of such meeting may be given on the telephone;

- (ii) Each of the Trustees taking part in the meeting by telephone is able to hear each of the other Trustees taking part at the commencement of the meeting; and
  - (iii) At the commencement of the meeting and at or about the closure of the meeting each Trustee acknowledges his or her presence for the purpose of a meeting of Trustees to all the other Trustees taking part.
- (b) No Trustee may leave the meeting by disconnecting his or her telephone unless he or she has previously obtained the express consent of the chairperson of the meeting. A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone unless he or she has previously obtained the express consent of the chairperson of the meeting.
- (c) A minute of the proceedings at such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting. For the purposes of this clause "telephone" shall include video or any other audio and visual device which permits instantaneous communication.

### **11.5 Chairperson**

At every meeting of the Board, the Chairperson or in the Chairperson's absence, the Deputy Chairperson shall preside as chairperson. If at any meeting the Chairperson or Deputy Chairperson is not present within 10 minutes after the time appointed for the holding of such meeting or is present but unwilling or unable to act as chairperson, the Trustees present shall appoint one of their number to act as chairperson of the meeting.

### **11.6 Quorum**

At any meeting of the Board a majority of members shall form a quorum and no business shall be transacted unless a quorum is present. For the purpose of determining whether there is a quorum, the absence of a Trustee at some point during the meeting shall not affect the quorum, if there was a quorum at the commencement of the meeting.

### **11.7 Voting**

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. Subject to clause 11.9 every Trustee personally present at a meeting shall have one vote. In the case of an equality of votes, the chairperson shall not have a casting vote.

### **11.8 Absences**

Whenever a Trustee is absent from a meeting, the Secretary shall record the fact of and any reason given for the absence of that Trustee.

### **11.9 Resolution in Writing**

- (a) A resolution in writing signed by all the Trustees for the purpose of becoming an entry in the minute book of the Trust shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted for that purpose. Any resolution may be contained in one document or in several documents in like form signed by one or more Trustees.
- (b) A resolution sent to the Trustees by email and agreed to by the Trustees by return email shall be valid under this clause as though it was signed by the Trustees.

### **11.10 Minutes of Meetings:**

Minutes of all resolutions and proceedings of all meetings of the Trustees shall be prepared by the Secretary and, if confirmed at a subsequent meeting of the Trustees, shall be signed by the chairperson of the meeting as a true and correct record of those proceedings

## **12. Accounts and Reporting**

### **12.1 True and fair accounts**

The Board shall keep true and fair accounts of all money received or expended.

### **12.2 Review of accounts**

The Board shall as soon as practicable after the end of every financial year of the Board cause the accounts of the Trust for that financial year to be independently reviewed by a person appointed by the Board for that purpose.

### **12.3 Reporting**

The Board shall prepare an annual report on the administration, performance and affairs of the Trust within three months after the conclusion of each Financial Year. The report shall include the annual business plan and operating budget prepared for the current Financial Year.

## **13. Delegation Powers**

### **13.1 Power to delegate**

The Board may from time to time appoint any committee and may delegate in writing any of its powers and duties to any such committee or to any person, and the committee or person as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

### **13.2 Delegate bound**

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the Trust.

### **13.3 Delegation revocable**

Every such delegation shall be revocable at will and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

### **13.4 Delegate need not be a Trustee**

It shall not be necessary that any person who is appointed to be a member of any committee or to whom any delegation is made be a member of the Board.

## **14. No Private Pecuniary Profit for any Individual and Exceptions**

### **14.1 No Private Pecuniary Profit**

No private pecuniary profit shall be made by any person from the Trust, except that:

- (a) Any Trustee or Officer may receive full reimbursement for all expenses properly incurred by that Trustee or Officer in connection with the affairs of the Trust;
- (b) The Trust Board may pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
- (c) Any Trustee or Officer may be paid all usual professional and business charges for services rendered, time expended and all acts done by the Trustee or Officer or by any firm or entity of which that Trustee or Executive is a member or employee;
- (d) Any Trustee or Officer may retain any remuneration properly payable to that Trustee or Officer by any company undertaking with which the Trust Board may be in any way concerned or involved for which that Trustee or Officer has acted in any capacity whatever, notwithstanding that that

Trustee's or Officer's connection with that company or undertaking is in any way attributable to that Trustee's or Officer's connection with the Trust Board;

- (e) No member of the Board or any person associated with a member shall participate in or materially influence any decision made by the Trust in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value):

PROVIDED ALWAYS—

- (f) The Trust Board must not lend money nor lease property or assets at less than current commercial rates having regard to the nature and terms of the loan and lease to any person (as defined in the Income Tax Act 2004):
- (i) Who is a member of the Trust Board or is an Officer; or
  - (ii) Who is a shareholder or director of any company by which any business of the Trust Board is carried on; or
  - (iii) Who is a settlor or trustee of a trust that is a shareholder of any company by which any business of the Trust Board is carried on; or
  - (iv) If that person or that company and the settlor or trustee or shareholder or director referred to in any one of the foregoing paragraphs of this proviso are associated persons as that term is defined in the Income Tax Act 2004.

#### **14.2 Trustee / Member Transactions**

Notwithstanding anything expressed or implied in this deed, no commercial transaction, including the relinquishing of assets, will be entered into with any Trustee, Officer, Member or associated person of any Trustee, Officer or Member unless, having regard to the terms and conditions of the loan or agreement:

- (a) payment by way of interest or rent shall not exceed current commercial rates;
- (b) receipts by way of interest or rent shall not be at less than current commercial rates;
- (c) sale of Trust property will always be at current market value.

#### **14.3 Interested Trustee**

A Trustee who has a material interest (whether direct or indirect) in any contract, dealing or arrangement with the Trust (proposed or otherwise) shall disclose the nature and extent of that interest at a meeting of the Trustees and this disclosure shall be recorded within the meeting minutes and the interested Trustee shall not take part in any deliberations of the Trustees concerning that matter.

#### **14.4 Trustees to comply with restriction**

In determining all reimbursements, remuneration and charges payable in terms of this clause the Trust Board must ensure that the restrictions imposed by this clause are strictly observed.

#### **14.5 Professional account and influence**

A person who is in the course of and as part of the carrying on of his or her business of a professional public practice shall not by reason of his or her rendering professional services to the Trust Board or to any company by which any business of the Trust Board is carried on be in breach of the terms of this clause.

### **15. Limitation of Liability**

No Trustee shall be liable for any loss suffered to the trust fund arising from any act or omission of the Trustee or any of the Trustees if that act or omission is not attributable to the Trustee's or any



trustee's own dishonesty or to the wilful commission or omission by them or any of them of an act when that commission or omission is known by the Trustees or the relevant Trustee to be a breach of trust. No Trustee shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee. Subject to this clause the Trustees shall be completely indemnified out of the Trust Fund for any liability they may incur arising in any way out of or in connection with acting or purporting to act as Trustees.

## 16. Alteration of deed

The Board may by consensus or pursuant to a motion decided by a two-thirds majority of votes by supplemental deed make alterations or additions to the terms and provisions of this Deed provided that no such amendment shall:

- (a) Take effect unless it is confirmed in writing by a Deed of Variation;
- (b) Detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable;
- (c) Be made to clause 14 unless the Inland Revenue Department first approves it in writing.

## 17. Winding Up and Distribution of Surplus Assets

On the winding up of the Trust or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation or organisations within New Zealand of a similar nature to the Trust as the Board decides or, if the Board is unable to make such a decision, shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

## 18. Interpretation

In this deed, the following terms have the following meanings except to the extent that they may be inconsistent with the context:

**"Board"** and **"Trust Board"** means the Trust Board of the Trust constituted in accordance with this Deed.

**"Chairperson"** means the person appointed by the Board as chairperson pursuant to clause 9(a) or the person appointed to act as chairperson at a meeting of the Board.

**"Charitable purpose"** means and includes that term as defined by the Charitable Trusts Act 1957, the Charities Act 2005 and the Income Tax Act 2004 and also means and includes every charitable purpose (whether religious, educational or otherwise) within New Zealand and which shall be regarded as charitable by the law for the time being in New Zealand, provided that any such charitable purpose shall also be regarded as charitable under any statute, regulation or ordinance of New Zealand relating to income tax, estate duty, gift duty or any other relevant statute for the time being in force in New Zealand.

**"Chief Executive Officer"** means the person appointed by the Board as Chief Executive Officer pursuant to clause 11.

**"Deputy Chairperson"** means the person appointed by the Board as Deputy Chairperson pursuant to clause 9(b).

**"Deed"** means this Deed of Trust as amended from time to time in accordance with clause 16 or as amended in any other manner permitted by law.

**"Financial year"** means the year ending on 30 June or any other date adopted by the trustees as the date up to which accounts shall be made in each year for the trust.

**"Lord Dowding Fund"** means the Lord Dowding Fund established by the New Zealand Fund for Humane Research on 14<sup>th</sup> August 1981 for the purpose of sponsoring or otherwise supporting

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research directed to the discovery of viable alternative techniques to replace living animals in scientific investigations.

“Secretary” means the person appointed by the board as secretary pursuant to clause 9(c).

“Treasurer” means the person appointed by the board as treasurer pursuant to clause 9(d).

“Trust” means The Animal Welfare Institute of New Zealand as constituted by the deed executed on 1<sup>st</sup> March 2000.

“Trustees” means the trustees for the time being of the trust whether original, additional or substituted.

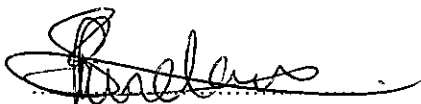
“Trust fund” means:

- (a) All property of any kind, including any right, claim or interest, contingent or vested, future or present, legal or equitable
- (b) All moneys, investments and property, both real and personal, which may be received and accepted by the trustees as part of the trust fund; and
- (c) The investments and properties from time to time representing the above and accretions to those investments and properties.

“Writing” includes by email or facsimile transmission.

**IN WITNESS WHEREOF THIS DEED IS DULY EXECUTED**

SIGNED BY Neil Edward Wells as Settlor in the presence of



Signature of witness

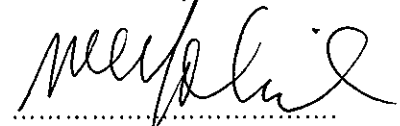
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address

Auckland

.....  
occupation

Customer Services

SIGNED BY Wyn Norien Hoadley as Trustee in the presence of



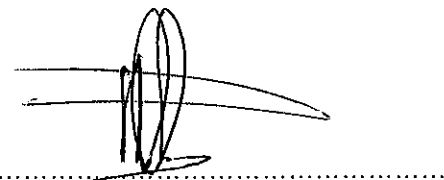
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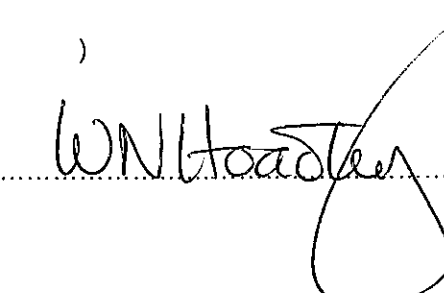
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2007 

SIGNED BY Thomas Stanley Didovich as Trustee in the presence of

*Amadea Rose*

Signature of witness

*Wellington*

address

*Consultant*

occupation

*TSD*

SIGNED BY Graeme John Coutts as Trustee in the presence of

*John Knox*

Signature of witness

*10 Robert Rd Glenfield*

address

*Consultant*

occupation

*G J Coutts*

SIGNED BY Neil Edward Wells as Trustee in the presence of

*Richard*

Signature of witness

address

*Auckland*

occupation

*Customer Services*

*NE Wells*

*WA*