

Trust Deed

William Hugh Moran
Settlor

**Terri Louise Anderson, Richard John Hubbard, Joan Mary Kiernan, Ralph Hanan,
Simon Telfer and Tara Ross**
Trustees

SOUTHERN COMMUNITY MEDIA TRUST

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Trust Deed

Dated:

Parties

William Hugh Moran (Settlor)

Terri Louise Anderson, Richard John Hubbard, Joan Mary Kiernan, Ralph Hanan, Simon Telfer and Tara Ross (Trustees)

Background

- A. The Settlor wishes to establish a Charitable Trust to be known as the **Southern Community Media Trust (Trust)** for the purposes described in clause 4 below
- B. The Trustees have received the sum of \$50 from the Settlor and contemplate that they will from time to time receive further sums of money, deeds and property to be held by them for the purposes of the charitable objects set out in this Trust Deed (**Trust Deed**).
- C. The Trustees have resolved to be bound by the trusts set out in this Trust Deed.

Operative part

1. Definitions and interpretation

1.1. **Definitions:** In this deed, unless the context otherwise requires:

1.1.1. **Region** means the South Island of New Zealand.

1.1.2. **Trust** means the charitable trust established by this Deed and known as the **Southern Community Media Trust**.

1.1.3. **Trust Fund** means any real and personal assets of the Trust.

2. Trusts

2.1. The Trustees shall hold the Trust Fund upon the trusts and subject to the terms and conditions set out in this Trust Deed in perpetuity or until the Trust is wound up.

3. Name

3.1. The name of the Trust shall be the Southern Community Media Trust.

4. Charitable objects of the Trust

4.1. The primary objects and purposes for which the Trust is established are:

- 4.1.1. To encourage and grow public knowledge as well as civic participation in the southern region of New Zealand via the medium of public interest journalism.
- 4.1.2. To improve knowledge of both public and private issues, strategies and projects in the southern region of New Zealand among a broader audience.
- 4.1.3. To champion public interest journalism that serves the twin aims of (a) the progressive achievement of social justice between people and the discouragement of discrimination of all kinds; and (b) the promotion of a society where the quality of life is enriched by the standards of its education, its art, its culture, its commerce, its sustainable, fair distribution of wealth and its recreational facilities.
- 4.1.4. To assist in the training, ongoing education and employment of journalists/writers as well as facilitating an "in residence" programme for writers and journalists from all over New Zealand and the rest of the world.
- 4.1.5. To develop a publishing platform or hub that will allow free content access to all residents of the area and beyond.
- 4.1.6. In the pursuit of these objectives the trust will observe and promote the following principles:
 - 4.1.6.1. Support for constitutional democracy expressed through central and local government freely elected.
 - 4.1.6.2. Adherence to the principles of good journalism in the public interest, in particular:
 - 4.1.6.2.1 Accuracy, fairness and balance;
 - 4.1.6.2.2 Honesty, integrity, courage and a sense of duty to the audience and the community;
 - 4.1.6.2.3 Impartiality and freedom from any form of personal, political, commercial or ethnic bias;
 - 4.1.6.2.4 Commitment to freedom of expression; and
 - 4.1.6.2.5 The belief that the news should be comprehensive, guided by the pursuit of truth, and clearly distinguished from opinion.
 - 4.1.6.3. Co-operation with other media organisations, based on a desire to augment and extend services rather than to compete.

5. Additions to Trust Funds

- 5.1. The Trustees shall be at liberty to receive and accept any gifts or grants of monies, investments or other property that become part of the Trust Fund to be held upon the trusts and with the powers declared in this Trust Deed.

6. Members of the Board

- 6.1. The Board of Trustees ("the Board") shall consist of not less than four nor more than six trustees.
- 6.2. The initial term of office of the Trustees shall be 3 years provided that at the expiry of the first term, the Trustees may be reappointed for a further term of 3 years provided that the maximum number of terms for which any Trustee shall hold office shall be 3 terms, being the initial term plus 2 further terms each of 3 years.
- 6.3. The filling of vacancies on the Board shall be by appointment by majority resolution of the continuing members of the Board.
- 6.4. The Board may, by a motion decided by a 75%majority of votes, terminate a Trustee's membership of the Board if it believes that such action is in the best interests of the Trust.

7. Functions and duties of Trustees

- 7.1. The function and duties of the Trustees shall be:
 - 7.1.1. To control, administer and manage the property, funds and affairs of the Trust.
 - 7.1.2. To carry out, effect and perform the objects of the Trust according to law, and as provided in and by the Charitable Trusts Act 1957 and the Charities Act 2005, or any statutory modification, variation or re-enactment of those statutes and in accordance with this Trust Deed.
 - 7.1.3. If necessary, to appoint an Executive Officer/Managing Editor upon such terms and conditions as the Trustees shall think fit at such reasonable and fair remuneration for services performed from time to time and to remove and replace any person so appointed.
 - 7.1.4. To pay Trustees for their services as trustees of the Trust at rates of remuneration approved by the Board and to reimburse all reasonable expenses incurred by the Trustees in execution of their duties as Trustees.
 - 7.1.5. To engage or employ any Trustee on commercial terms to provide services (in addition to the services covered by the payments authorised by clause 7.1.4 above) for the Trust and to reimburse all reasonable expenses incurred by the Trustee.
 - 7.1.6. To establish companies, working committees and support groups intended or constituted to advance the Trust objects, and to decide upon the appointment, renewal of appointment and removal of persons as directors or members of such companies, committees and groups.

- 7.1.7. To delegate any of its powers or functions to any companies, committees and groups referred to in Clause 7.1.6 on such terms and conditions as the Trustees may think fit provided that the Trustees may not delegate any power to incur any liability on behalf of the Trust. Any such companies, committees and groups shall in the exercise of the power so delegated conform to any requirements that may be imposed on it by the Trust.

8. Powers of Trustees

- 8.1. In addition to the powers implied by the General Law of New Zealand or contained in the Trustee Act 1956 or any amendment thereto or any enactment in substitution, the powers which the board may exercise in order to carry out its charitable purposes are as follows:
 - 8.1.1. The Trustees shall have power to borrow or raise money from time to time by the issue of debentures, bonds, mortgages or any other security or without any such security as the Trustees shall think fit.
 - 8.1.2. The Trustees may use such of the Trust's funds as they may consider necessary or proper in payment of the costs and expenses in the furthering or carrying out of the objects of the Trust including the employment of counsel, solicitors, accountants, agents, officers, contractors and servants as shall appear necessary or expedient.
 - 8.1.3. The Trustees may alone or with any other entity, purchase, take on lease or licence, exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Trustees shall think necessary or expedient for the purpose for attaining the objects of the Trust or any of them or promoting the interests of the Trust and to sell, exchange, gift, let on hire or lease with or without option or purchase or in any other manner dispose of any such property right or privilege.
 - 8.1.4. The Trustees may purchase any company or purchase shares in any company or to promote or form any company or join in so doing for the purpose of its acquiring any property which or an interest in which forms part of the Trust fund or income of it or in acquiring the property of any company in which the Trustees hold shares, notes, stock or debentures and to sell or concur in selling any property in exchange for shares, notes, stock, debentures or other interests in any company upon such terms and conditions as the Trustees think fit.
 - 8.1.5. Generally to use, maintain, manage, repair, improve and develop any real or personal property which or any interest in which for the time being forms part of the Trust or of any entity referred to Clause 7.1.6 or any other entity which is supported by that entity or the Trust, in such manner as the Trustees think fit and for that purpose to pay and apply such of the capital and income of the Trust as the Trustees think fit.
 - 8.1.6. To open an account at any time or times in any name or names and either on their own behalf or jointly with another or others at any bank or banks

and to overdraw any such account with or without and in addition to the powers conferred by the Trustee Act 1956 to make arrangements with any bank for at least two or more of the Trustees and/or any delegate or delegates named in writing by all the Trustees to operate any account from time to time opened to or existing at that bank.

- 8.1.7. To insure against loss or damage by fire, earthquake or otherwise any building or other insurable property to any amount not exceeding its full insurable or replacement value and also to insure against any risk, liability, or loss and to pay the premiums for any such insurance out of either income or capital as the Trustees think fit.
- 8.1.8. To adopt such means as the Trustees may from time to time determine for the purpose of marketing the Trust and its property.
- 8.1.9. To enter into any arrangement with any government, local authority, or other lawful authority to obtain any rights privileges or concessions that the Trustees may think desirable to obtain and carry out, and exercise and comply with any such arrangements, rights privileges and concessions.
- 8.1.10. To obtain any provision, order, Act of Parliament, district plan consent, or any provision, classification, designation or by-law to enable the Trust to carry out any of its objects or for any other purpose which in the opinion of the Trustees is directly or indirectly conducive to the carrying out of the objects of the Trust and to oppose any proceedings, applications, classifications, designations, orders, Acts, ordinances or by laws which may seem to the Trustees to be likely, directly or indirectly to prejudice or injure the interests, objects and purposes of the Trust.
- 8.1.11. To co-operate with any other society, trust or institution whether incorporated or not whose objects are altogether or in part similar to those of this Trust and to procure from or communicate to such society, trust or institution such information as may be likely to forward the objects of this Trust.
- 8.1.12. To agree and settle accounts with all persons, companies or other bodies liable to account to the Trust and to compromise all questions relating to the Trust property and to grant effectual receipts, discharges and releases.
- 8.1.13. To apply the assets and income of the Trust however derived towards all or any of the foresaid objects and purposes of the Trust as the Trustees may in their absolute discretion think fit.
- 8.1.14. To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through agents, trustees or otherwise and either alone or in conjunction with others.
- 8.1.15. To exercise the powers conferred by Section 15(2) of the Trustees Act 1956 (or any Act for the time being in force amending or passed in

substitution for the same) for setting up a depreciation or replacement fund.

- 8.1.16. To purchase, acquire, take hold, exercise, sell, transfer or dispose of options in respect of shares, notes, stock, debentures or other securities on such terms and subject to such conditions as the Trustees in their discretion think fit.
- 8.1.17. Invest in any of the modes of investments for the time being authorised by the law of New Zealand whether in the name of the Trustees or their nominee. Notwithstanding any provision of law to the contrary the Trustees will not be liable for any loss resulting from any investment made by the Trustees in good faith.
- 8.1.18. To do all such other things as in the opinion of the Trustees may be incidental or conducive to the attainment of any of the forgoing objects or the exercising of any of the forgoing powers.

9. Income, benefit or advantage to be applied to Charitable Purposes

- 9.1. Any income, benefit or advantage shall be applied to the charitable purposes of the Trust.
- 9.2. No Trustee or person associated with a Trustee shall derive any income, benefit or advantage from the Trust where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from services to the Trust paid in accordance with the terms of Clauses 7.1.5 and 7.1.6.
- 9.3. The provisions and effect of this Clause 9 shall not be removed from this document and shall be included and implied into any document replacing this document.

10. Officers of the Trust

- 10.1. The Trustees shall by majority vote appoint one of their number to be Chairperson.
- 10.2. The Trustees may from time to time appoint one of their number to be Deputy Chairperson.
- 10.3. The Trustees shall at its Annual General Meeting elect an Auditor or Auditors annually who shall be a member or members of the New Zealand Institute of Chartered Accountants.
- 10.4. There shall be nothing to prevent the Trustees from naming one and the same person to hold more than one office except that a person holding office as Auditor shall not be entitled to hold any other office.
- 10.5. Any officer shall be appointed and may be dismissed by majority vote of the Trustees.

11. Meetings of Trustees

- 11.1. Meetings of the Trust Board may be held at any time or place and, subject to the express provisions contained in this Trust Deed, the Trustees may regulate their own procedure in such manner as they think fit.
- 11.2. At every meeting of the Trustees the Chairperson or in their 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 unable or unwilling to act as Chairperson the Trustees present shall appoint one of their number to act as Chairperson of that meeting.
- 11.3. No business shall be transacted at any meeting unless a quorum of the Trustees is present at the time when the meeting proceeds to business. A quorum shall consist of a majority of 75% of the Trustees.
- 11.4. At all meetings of the Trustees full minutes shall be kept and shall be signed by the Chairperson of the meeting of which they are a record or of the meeting of which the minutes are read and confirmed and every such minute purporting to be signed shall be prima facie evidence of the facts set out in such minutes.
- 11.5. Except as otherwise provided in this Trust Deed, every resolution or decision of the Trustees shall be decided by a majority of the Trustees current at the time of the meeting. At any meeting of the Trustees, the Chairperson or any other person presiding shall have a deliberative vote.
- 11.6. Seven days' notice of any meeting of the Trustees shall be given to all Trustees. Notice may be given verbally provided it is followed with a notice in writing, or in writing addressed to each Trustee at the address notified by each Trustee to the Trust for that purpose or failing such notice at the last known residence, place or business of such Trustee. Notice given verbally shall be deemed to be received at the time it is given and notice given in writing shall be deemed to be received on the second day after the posting of the notice. Any notice shall include an agenda including items for discussion.
- 11.7. A meeting of the Trustees may be called upon shorter notice than provided for in the previous clause provided that any decision or resolution at any such meeting may only be passed by the majority of the number of Trustees current at the time of such meeting.
- 11.8. Members of the Board may participate in a meeting through use of conference telephone, electronic video screen communication, or other communications equipment. Participation in a meeting pursuant to this Section 11.8 constitutes presence in person at that meeting if all of the following apply:
 - 11.8.1. Each Member participating in the meeting can communicate with all of the other Members concurrently and is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Trustees; and

11.8.2. The Trustees adopt and implement some means of verifying both the following:

11.8.2.1. A person communicating by telephone, electronic video screen, or other communications equipment is a Trustee entitled to participate in the board meeting; and

11.8.2.2. All statements, questions, actions, or votes were made by that Trustee and not by another person not permitted to participate as a trustee.

11.9. The Trustees shall ensure an Annual General Meeting of the trust is held within 6 months of the end of its financial year.

12. Accounts

12.1. The Board shall keep true and fair accounts of all money received and expended and such books of account shall be kept at the Trusts office or at such other place or places as the Trustees think fit and shall always be open to the inspection of any Trustee.

12.2. The Board shall as soon as practicable after the end of every financial year of the Board, cause the accounts for that financial year to be audited by the auditor appointed for that purpose and the audited accounts shall be presented to the Annual General Meeting of the Trust.

13. Eligibility as Director etc

13.1. Any Trustee may with the prior approval of the other Trustees act as a director, officer or employee of, or consultant to, any company the shares, securities or other rights of which form part of the Trust Fund or as a director, officer or employee of, or consultant to, any subsidiary or associated company of any such company, and may retain for himself or herself any remuneration which he or she may receive as any such director, officer, employee or consultant notwithstanding any rule of law or equity to the contrary. This shall be the case even where the votes or other rights attached to any such shares, securities or other rights may have been instrumental, either alone or in conjunction with other votes or rights, in securing such appointment as director, officer, employee or consultant.

14. Alteration and Addition to the Rules

14.1. Subject to clauses 14.2 to 14.4 below, the Board may by supplemental Deed make alterations or additions to the terms and the provisions of this Deed subject to the following conditions:

14.1.1. Notice in writing of the proposed alterations or additions to the Deed shall be given to each Trustee 10 days before the date of the meeting at which the clauses of the Deed are to be altered.

14.1.2. The meeting may amend any such proposals.

- 14.2. No resolution of any meeting shall affect any alteration or addition to Clause 17 of the Deed.
- 14.3. No resolution of any meeting shall affect any alteration or addition to Clauses 4, 6, 13, and 14 unless it is carried unanimously by all Trustees and in respect of the balance of the provisions of the Deed by a 75% majority of votes of the Trustees.
- 14.4. No rescission, alteration, amendment or addition to the clauses of the Deed shall be allowed that may affect the exclusively charitable nature of the Trust.

15. Interpretation

- 15.1.1. The objects set forth in Clause 4 of this Trust Deed shall be primary objects of the Trust. The objects set forth in any Clause of this Trust shall not, except where the context expressly requires, be in any way limited or restricted to, or by inference from, the terms of any other of the said Clauses, and none of the said Clauses or the objects herein specified shall be deemed subsidiary or ancillary to any other Clause or object, but the Trust shall be fully empowered to pursue and carry out all, or any of the objects set out in this Trust Deed independently of any other such objects. None of the powers and authorities conferred upon the Trustees under Clause 8 shall be deemed subsidiary or ancillary to any other power or authority and the Trustees shall be entitled to exercise all or any other powers or authorities independently of any other such powers or authorities PROVIDED THAT all or any of the powers or authorities are exercised in pursuance of the objects and purposes for which the Trust is established.

16. Trustees Liability and Indemnity

- 16.1. No Trustee shall be liable for:
 - 16.1.1. Any loss not attributable to gross negligence, dishonesty of the Trustee or to the wilful commission by the Trustee of an act known to the Trustee to be a breach of trust; or
 - 16.1.2. The neglect or default of any solicitor, bank, accountant, auditor, stockbroker, investment advisor or other agent employed in good faith by the Trustee.
- 16.2. Each of the Trustees will be indemnified out of the Trust Fund:
 - 16.2.1. if the Trustees incur any liability as the result of any act or omission by any of them as a Trustee, unless

16.2.2. the liability is incurred as the result of that Trustee's own dishonesty or deliberate breach of trust;

and the Board shall be entitled to pay Trustee indemnity insurance premiums on policies for same if available or the like.

17. Winding Up of the Trust

- 17.1. No resolution for dissolving or winding up the Trust shall take effect unless it has been consented to unanimously by all current Trustees at a meeting of the Trust convened for that purpose and unless in the notice convening such meeting due notice shall have been given of the intention to move such a resolution.
- 17.2. The Trust shall be governed by the provisions of winding up contained in Section 24 of the Charitable Trusts Act 1957 (or any replacing Statute) and should the Trust be dissolved or wound up as provided in the preceding clause then any moneys or properties remaining after the due settlement of the affairs of the Trust and the payment of all just debts and claims shall be distributed to one or more charitable bodies within the Queenstown Lakes District carrying out functions similar to those of the Trust and approved by the Inland Revenue Department for the purposes of Inland Revenue Acts but in any event all funds shall be applied exclusively for charitable purposes.