

2090115



10055440828

Application for Incorporation as a Charitable Trust - Board -

1. We being all the trustees for

Pelorus Area Health Trust

hereby apply to be incorporated as a Board under the provisions of the Charitable Trust Act 1957.

2. We desire the name of the Board to be

Pelorus Area Health Trust

Note: Have you checked that the charitable trust's name is available by conducting a Register Search at www.societies.govt.nz?

3. The Registered Office of the board is to be
This address must be a physical address
e.g. 6 Anywhere Street,
Somewhereville.

Address: 5677 SH6,
RD 2,
Rai Valley
Marlborough 7192

4. The Address for Communications will be
Postal address (e.g. P O Box) to which
communications from the Registrar
may be sent. The email address will
not be publicly available.

Address:
As Above
Email: riverhorses@xnd.co.nz

5. This application is made with the authority of the trustees of the said trust. (Note: this trust is not a society)

6. The said trust is not at present incorporated.

7. The following documents are attached to the application:

- Certified copy of Deed of Trust, and
- Statutory Declaration as per section 10(2)(b) of the Charitable Trusts Act 1957.

Dated this

17th

(day)

of

January

(month)

2008

(year)

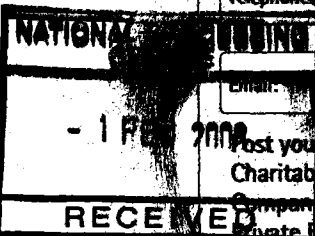
Your contact details

Name and postal address:

Mrs Roz Freeth
5677 SH6
RD 2
Rai Valley
Marlborough 7192

Telephone: [REDACTED]

Email: [REDACTED]



Post your completed application to:
Charitable Trusts Register,
Companies Office,
Private Bag 92061,
Auckland Mail Centre 1142

- 1 FEB 2008

NPC# 03

Signatures of the
Trustees who are making application
to be Incorporated as a Board

Charitable Trust name:

Pelorus Area Health trust.

Full name: Cathryn Ann Coker Signature: C. Coker

Residential address: 14. Old Coach Rd, Havelock, Marlborough 7100

Full name: Roslyn Frances Freeth Signature: R. Freeth

Residential address: 56 77 SH 6, RD 2, Riss Valley, Marlborough 7192

Full name: Alison Suzette Morriss Signature: A. Morriss

Residential address: 36 Pukenui Rd, RD 1, Pictou Marlborough 7281

Full name: Shaughn Marie Smith Signature: S. Smith

Residential address: Kowhai Terrace State HW 6 Havelock 4554

Full name: Signature:

Residential address:

Full name: Signature:

Residential address:

Full name: Signature:

Residential address:

Full name: Signature:

Residential address:

Statutory Declaration

Supporting the application for
Incorporation as a Charitable Trust
- Board -

Charitable Trust name:

Pelorus Area Health Trust

I, Roslyn Frances Freeth

of 5677 SH 6, RD 2, Rai Valley, Marlborough 7192

do solemnly and sincerely declare that:

1. I am one of the trustees of

Pelorus Area Health Trust

under the Deed of Trust creating the said Trust and am one of the applicants under the Application for Incorporation submitted herewith.

2. There are no trusts (other than those) set out in the Deed of Trust under which the said Applicants for Incorporation hold any property.

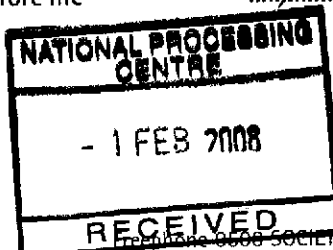
AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of The Oaths and Declarations Act 1957.

(Signature of trustee)

Declared at 126 Bulford Rd, RD 2, Rai Valley, Marlborough 7192
this 21st day of January 2008.

before me

Justice of the Peace, Solicitor or Notary Public



B. L. LEOV J.P.
BULFORD ROAD
RAI VALLEY

CHARITABLE TRUST DEED FOR PELORUS AREA HEALTH TRUST

THIS DEED is made the *Seventeenth* day of *January* 2008

BETWEEN

Name	Address	Occupation
Sharyn Marie Smith	of Havelock	Company Director
Cathryn Ann Cocker	of Havelock	Chef
Roslyn Frances Freeth	of Rai Valley	Teacher
Alison Suzette Morriss (together, the Trustees)	of Mahakipawa	Company Director

WHEREAS:

- A. The parties to this Deed wish to establish a charitable trust for the purposes described in Clause 3 of this Deed, and
- B. The Trustees stand possessed of the Trust Fund to pay or apply the fund towards the charitable objects and purposes of the Trust as set out in this Deed ; and
- C. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

1. TE INGOA/ NAME:

The name of the Trust is Pelorus Area Health Trust, ('the Trust').

2. MĀTĀPONO/PRINCIPLES

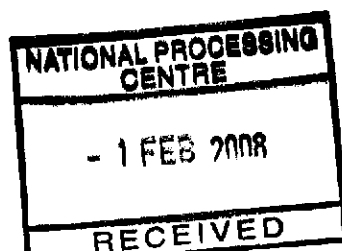
The Trust is committed, in attaining its purposes, to:

- 2.1 respecting and implementing the dual heritage of the partners of Te Tiriti o Waitangi (the Treaty of Waitangi);
- 2.2 respecting the cultural diversity of people and encourage people from all nationalities to utilize the Trust's facilities and services.

3. WHĀINGA/ PURPOSE

The purpose of the Trust will be to:

- 3.1 promote, support, establish and/or manage a community health centre (incorporating Primary Healthcare and allied and public health services, medical, surgical and public health facilities) for the benefit of the people in the Pelorus area;
- 3.2 promote and/or provide Primary healthcare access and allied and public health services for the benefit of the people in the Pelorus area; and
- 3.3 promote and/or provide prevention and health education programmes for the benefit of the people in the Pelorus area; and
- 3.4 promote participation by the people of the Pelorus area in planning, administration, and evaluation of health programmes and services; and
- 3.5 support and assist financially non-profit bodies that are involved in the promotion or provision of health services in the Pelorus area; and
- 3.6 promote, support and/or manage the civil defence and emergency services in the Pelorus area including fire, coastguard, ambulance and search and rescue; and
- 3.7 provide other support and assistance consistent with this charitable purpose.



3.8 act as an advocate on behalf of the Community in the Pelorus Area as Health Consumers regarding issues of concern against Healthcare providers, the NMDHB and its contractors and Central Government and their successors.

3.9 advocate support for Electronic/Telecommunication technology in the Pelorus area.

3.10 For the purposes of this deed, the term "health" means a four sided concept, the spiritual (taha wairua), the psychological (taha hinengaro), the physical (taha tinana), and the social (taha whanau) blended to form an integrated whole whether as an individual or a group and is not merely the absence of illness.

4. NGA MAHI KI AOTEAROA ANAKE/ ACTIVITIES LIMITED TO AOTEAROA/NEW ZEALAND

The activities of the Trust will be limited to Aotearoa/New Zealand.

5. TARI/OFFICE

The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

6. TE RUNANGA WHAKAHAERE/ THE BOARD OF TRUSTEES

6.1 The Board will comprise of no less than four (4) Trustees and no more than ten (10) Trustees.

6.2 The signatories to this Deed will be the first Board. The Trustees will elect from among themselves a Chairperson. The Trustees will also appoint a Secretary and Treasurer who need not be a Trustee. Each Trustee will hold office for a period of two years, but may be reappointed or re-elected.

6.3 Each area described in the Schedule to this deed has the power to appoint one Trustee to represent the Geographical area, and is vested in the Annual General meeting or any special meeting of the Trust called for the purpose of electing new trustees. Any prospective Trustee who wishes to be considered for appointment shall lodge with their geographical area any Community Group within their geographical area written notice of his/her willingness to be appointed, in such form required by the Trust and signed by him/her, at least 14 days before the date of the AGM or Special meeting. All nominations must be lodged with the Secretary of the Trust at least 14 days before the date of the AGM or special meeting. The mandated iwi organisation (as described in the schedule to this deed) may appoint one Trustee to the Board. The mandated iwi organisation will forward the name of their appointee to the Secretary at least seven days before the date of AGM or Special meeting.

6.4 Up to five further trustees may be elected at the Annual General Meeting of the Trust. Nominations for elected positions may be by way of written nomination signed by the nominee and given to the Secretary at least seven (7) days before the day fixed for the Annual General Meeting. If there are insufficient nominations to fill the vacant positions on the Trust, oral nominations may be received at the Annual General Meeting.

6.5 In the event of a community failing to appoint a Trustee at the appropriate time, the Board may continue to act. The Board must consult with the community and provide copies of the minutes of the meetings of the Board, until a replacement Trustee is appointed.

6.6 A person will immediately cease to be Trustee when she or he resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the

meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.

6.7 Any vacancy that arises in the Board will be filled by the appointment of a new Trustee by the relevant appointing body.

6.8 The Board may continue to act notwithstanding any vacancy, but if their number is reduced below minimum number 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.

6.9 The Board may, by a motion decided by a three quarters (3/4) majority of votes, terminate a person's position as a Trustee and member of the Board, if it believes that such action is in the best interests of the Trust.

7. NGA HUI O TE RUNANGA WHAKAHAERE/ MEETINGS

7.1 The Board may meet together for the dispatch of business, and adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting will be decided by a majority of votes and every decision so made will be final and binding on all the Trustees. If the voting is tied, the motion will be lost.

7.2 The Trustees may from time to time determine the quorum necessary for the transaction of business but until otherwise decided a quorum will, in the event of there being four Trustees, be three Trustees present in person and in the event of there being more than four Trustees, the quorum will be four Trustees present in person.

7.2 The contemporaneous linking together by telephone or other electronic means of a number of the Trustees, not less than the quorum, will constitute a meeting of the Board.

7.3 A resolution in writing signed by all the Trustees is as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted. Any such resolution may consist of several documents in like form each signed by one or more Trustees.

7.4 Within four months of the end of the financial year, the Trustees must hold an Annual General Meeting. The Secretary must give no less than 30 days notice of the Annual General Meeting of the meeting in newspapers circulating in the Pelorus area. The Trustees will present to the Annual General Meeting a report on their financial and other activities during the previous financial year. Elections will be held at the Annual General Meeting to fill any vacancies on the Board. Anyone, aged 18 or over, with a vested interest in the Pelorus area will be entitled to attend, to speak and to vote at the Annual General Meeting.

8. TAKETAKE/ 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 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 or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or

lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;

8.3 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;

8.4 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

8.5 to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

9. KO NGA RAWA HEI PAINGA MO TE IWII/ 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 any person associated with a Trustee is allowed to take part in or influence any decision made by the Trust in respect of any payment to or on behalf of that Trustee or associated person of any income, benefit or advantage.

9.3 Any payments made to a Trustee or to a person associated with a Trustee, must be for goods or services that advance the charitable purposes of the Trust and must be relative to payments that would be made between unrelated parties.

10. TURU TAKETAKE/ 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 with special expertise as and when it is deemed appropriate. 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 terms of the Trust and any terms or 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. PŪTEA/ FINANCIAL ARRANGEMENTS

11.1 The financial year of the Trust will be from 1st July to 30th June.

11.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:

11.2.1 how money will be received by the Trust;

11.2.2 who will be entitled to produce receipts;

11.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;

11.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and

11.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted.

11.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.

11.4 The Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

12. TE TOHE TAKETAKE/ COMMON SEAL

12.1 The Common Seal of the Board, following its incorporation, will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.

12.2 When required, the Common Seal 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 Chair) and one other trustee appointed by the Board.

13. WHAKAREREKĒTANGA TURE/ ALTERATION OF THIS DEED

13.1 The Trustees 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 alteration or addition will 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:

14. TAKAWAENGA/ MEDIATION & ARBITRATION

14.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' institute of New Zealand Inc.

14.2 The mediation shall be terminated by-

14.2.1 The signing of a settlement agreement by the parties; or

14.2.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or

14.2.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or

14.2.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.

14.3 If the mediation should be terminated as provided in 14.2.2, 14.2.3 or 14.2.4 any dispute or difference arising out of or in connection with this deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

15. TAUNAHA/ 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 any 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, any Trust money or security is properly deposited or has come;

15.3 No Trustees shall be liable personally for the maintenance, repair, or insurance of any charges on such property;

15.4 No Trustees 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 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/her to be a breach of Trust.

And pursuant to Section 13D of the Trustees Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any Trustee hereof.

15.5 No Trustees shall be bound to take any proceedings against a co-Trustee for any breach or alleged breach of Trust committed by that co-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.

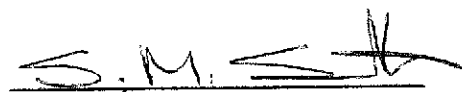
15.7 The Trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

16. TE TUKU TOENGA RAWA/DISPOSITION OF SURPLUS ASSETS

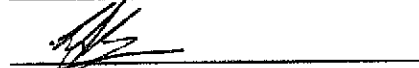
If any property remains after the liquidation or dissolution of the Trust and the settlement of all the debts and liabilities of the Trust, that property must be given or transferred to another organisation operating in the Pelorus Area or, if no such organisation, then an organisation operating in Marlborough that is charitable under New Zealand law and has purposes similar to those of the Trust.

IN WITNESS OF WHICH this Deed has been executed:

SIGNED by the above named
Sharyn Marie Smith

) 

as Trustee in the presence of:

) 

Full Name of Witness: Laurence John Berger

Occupation: Cafe Owner

Residential address: 498 Wakamania Rd, Gouastown, Marlborough

SIGNED by the above named) Cathryn Ann Cocker
Cathryn Ann Cocker

as Trustee in the presence of:) [Signature]

Full Name of Witness: Laurence John Berger

Occupation: Cafe Owner

Residential address: 498 Wakamania Rd, Canvastown, Marlborough

SIGNED by the above named) Roslyn Frances Freeth
Roslyn Frances Freeth

as Trustee in the presence of:) [Signature]

Full Name of Witness: Laurence John Berger

Occupation: Cafe Owner

Residential address: 498 Wakamania Rd, Canvastown, Marlborough

SIGNED by the above named) Alison Suzette Morriss
Alison Suzette Morriss

as Trustee in the presence of:) [Signature]

Full Name of Witness: Laurence John Berger

Occupation: Cafe Owner

Residential address: 498 Wakamania Rd, Canvastown, Marlborough

Schedule
Pelorus Area Health Trust Districts and Mandated Iwi Organisation

- 1/. West of the Pelorus Bridge north to the top of D'Urville Island to the east side of Whangamoā to Tinline, and including Rai Valley and all associated occupied valleys.
- 2/. East of Pelorus Bridge including the Wakamarina Valley and south to Okaramio and east to Cullens Point including Havelock, Kaiuma and the northern side of Pelorus Valley.
- 3/. East of Cullens Point, Mahakapawa and Linkwater Areas, the south side of Mahau Sound, the Grove and Anakiwa.
- 4/. Kenepuru Sound & the outer Sounds and any other outlying areas.
- 5/. Pelorus mandated iwi representative.

28th January 2008.

I certify that the attached document
is a true & accurate copy of the
Pelorus Area Health trusts Deed document.

C. A. Cocker.

C. A. Cocker.

Trustee. P.A.H.T.

