

DEED OF THE LANDSCAPE CONNECTIONS TRUST

Background

- A. The Landscape Connections Trust ("the Trust") was first established in 2009.
- B. The Trust's mission is to create healthy landscapes that support resilient communities.

This Deed records

1. Name

The name of the Trust shall be the Landscape Connections Trust.

2. Incorporation

The Landscape Connections Trust ("the Trust") shall be an incorporated entity under Part 2 of the Charitable Trusts Act 1957.

3. Registered Office

The registered office of the Trust shall be at Room 2, 3rd Floor, 2 Dowling St., Dunedin, or at such place as the Board of Trustees ("the Board") may from time to time determine.

4. Charitable Purposes

The Trust has been established to carry out the following charitable purposes ("Charitable Purposes"):

- a) Foster, promote and protect the ecological, recreational, aesthetic, cultural and amenity values of landscapes in New Zealand;
- b) Undertake ecological restoration and enhancement projects at a water-catchment and/or landscape level;
- c) Restore ecological processes and optimise the provision of ecosystem services in the New Zealand landscape;
- d) Facilitate positive partnerships with and between schools, tangata whenua, community groups, landowners, local and national agencies and non-governmental organisations to achieve these Charitable Purposes;



- e) Support landowners, the community, government and other responsible agencies with making informed decisions whenever these have the potential to impact on landscapes or biota;
- f) Revive the connection communities have with the land, with water, and with nature through education and community-based ecological initiatives;
- g) Promote the application of best land management practices such that economic production, community benefit, and environmental values are maximized.
- h) Carry out any other activity that the Board at its discretion decides may further any of the above Charitable Purposes.

5. Powers

In order to carry out any of the Charitable Purposes stated in this Deed, the Board shall have, in addition to all other powers conferred by the law, the following powers ("Powers"):

- a) To buy, sell, exchange, partition, invest, borrow, loan, lease, mortgage or otherwise acquire or dispose of any real or personal property;
- b) To raise money by such lawful means as necessary;
- c) To enter into any arrangement or contract with any individual, government department or corporate body;
- d) To pay such approved expenses and outgoings as may be incurred in the administration of the Trust;
- e) To engage the professional services of independent contractors or agents and employ staff;
- f) To produce rules governing administration of the Trust provided that those rules are not in conflict with the provisions of this Deed (in which case the rules shall be *ultra vires* and of no effect);
- g) To delegate to any appointed person or persons such tasks as may be performed by that person or persons in accordance with this Deed and any rules produced under this Deed;
- h) To do anything else that in the opinion of the Board will further the Charitable Purposes of the Trust.



6. Board of Trustees

- a) The Board shall consist of between two (2) and nine (9) trustees.
- b) The Board shall elect one Chairperson, and one of its number to fill such other offices as may be required.
- c) Appointment: By Special Resolution the Board shall have the power to fill any vacancy that arises on the Board or to appoint any additional trustees to the Board.
- d) Removal: By Special Resolution at a meeting called for that purpose, the Board may vote to remove a trustee. The principles of natural justice shall apply, and the trustee shall be entitled to grounds for removal prior to the meeting and a chance to respond at the meeting.
- e) Term: Each trustee shall hold office for a minimum of two years, or until he or she is declared bankrupt, or until the trustee indicates that he or she wishes to retire from the Board. The Board must reconfirm a trustee's appointment three years after that trustee's first appointment to office, and every two years thereafter.

7. Meetings

- a) Meetings of the Board must be held at least once a year. All trustees shall be given notice of meetings.
- b) A Quorum of the Board shall exist when not less than 50% of the trustees are in attendance at that meeting.
- c) The Chairperson, or such other trustee as the Quorum may determine, shall conduct the meeting.
- d) Voting: Where possible, decisions of the Board shall be made by consensus. Where consensus cannot be reached on an issue, it shall be put as a motion to be decided by a simple majority of votes except where a Special Resolution is required.
- e) "Special Resolution" shall mean a resolution passed by a 75% majority of votes from all presently-appointed trustees.
- f) By notifying fellow trustees in advance, a trustee may opt to vote on any resolution by email.



- g) Minutes of all meetings of the Board shall be recorded and made available to trustees.
- h) A proper record of all proceedings and transactions of the Board shall be kept.

8. Financial

- a) The Board shall keep an account or accounts at any bank or banks it chooses. Cheques shall be drawn, signed and endorsed, and electronic payments authorized and paid, by such person or persons as the Board directs.
- b) The Board shall ensure that true accounts are kept and that the accounts are audited annually or as deemed necessary by the Board pursuant to legal requirements.
- c) Section 129 of the Companies Act 1993 shall apply, with such modifications as necessary, to any Major Transaction undertaken by the Trust.
- d) "Major Transaction" shall mean:
 - (i) the acquisition of, or an agreement to acquire, whether contingent or not, assets the value of which is more than half the value of the Trust's assets before the acquisition; or
 - (ii) the disposition of, or an agreement to dispose of, whether contingent or not, assets of the Trust the value of which is more than half the value of the Trust's assets before the disposition; or
 - (iii) a transaction that has, or is likely to have, the effect of the Trust acquiring rights or interests or incurring obligations or liabilities, including contingent liabilities, the value of which is more than half the value of the Trust's assets before the transaction.
- e) Any income, benefit or advantage shall be applied exclusively to the Charitable Purposes of the Trust within New Zealand.
- f) The provision and effect of this clause shall not be removed from this Deed and shall be included in any document replacing this Deed.

9. Alterations of the Deed

By a Special Resolution of the Board, any aspect of this Deed may be altered, added to, rescinded or substituted, subject to the following:



- a) Notice in writing of the proposed alterations or additions of the Deed shall be given in advance to each trustee and discussed at a meeting of the Board called for that purpose;
- b) No addition to, revocation, or alteration of the Deed shall be allowed if it affects clause 12(b) or otherwise conflicts with the Charitable Purposes of the Trust.

10. Conflict of Interest Register

The Board shall maintain a Conflict of Interest Register:

- a) All trustees, and any employees or agents of the Trust, shall record in the Register any actual or potential conflicts of interest.
- b) "Conflict of Interest" shall include, but is not limited to, any involvements of trustees, employees or agents in other community groups, interest groups, personal relationships, societies, companies, partnerships, joint ventures, co-operatives, trusts, or other business that may cause the trustee to be conflicted in his or her duties to the Trust.

11. Common Seal

The Trust will have a common seal to be kept in safe custody by a person directed by the Board. The seal shall be affixed to every document which requires such execution.

12. Winding Up

- a) By unanimous resolution of the Board, the Trust may be wound up at a meeting called for this purpose.
- b) On winding up the Trust, any surplus assets shall be distributed to other exclusively charitable organisations in New Zealand which have similar charitable purposes or, alternatively, disposed of pursuant to an order of the High Court under section 25 of the Charitable Trusts Act 1957. No trustee shall receive any money or property of the Trust.

THIS DEED DATED this 27th day of March 2015

AND SIGNED BY:



J MacTavish

Jinty Martha Begg MacTavish (Trustee)
in the presence of:

Witness: (name):)

Signature:)

Address:)

Occupation:)

BRETT L GRAY
Barrister Sole
Dunedin

Scott Mouat

Scott Mouat (Trustee)
in the presence of:

Witness: (name):)

Signature:)

Address:)

Occupation:)

Boris Mo

[Signature]

44 Oates Street +

Online sales

Deborah Jane Hogan

Deborah Jane Hogan (Trustee)
in the presence of:

Witness: (name):)

Signature:)

Address:)

Occupation:)

BRETT L GRAY
Barrister Sole
Dunedin

Dave Sharp

Dave McLean Sharp (Trustee)

in the presence of:

Witness: (name):

)

Signature:

)

Brett L Gray

Address:

)

BRETT L GRAY

Barrister Sole

Dunedin

Occupation:

)

Maree Kleinlangevelsloo

Maree Christine Kleinlangevelsloo (Trustee)

in the presence of:

Witness: (name):

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Signature:

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Brett L Gray

Address:

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BRETT L GRAY

Barrister Sole

Dunedin

Occupation:

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