

# THE CONSTITUTION OF *TE KAPOREIHANA KAUPAPA O*

## RISE Living Safe

### 1. NAME | TE INGOA

1.1. The name of the Trust will be **RISE Living Safe** (hereafter “the Trust”)

### 2. OBJECTIVES | KAUPAPA

- 2.1. To develop and maintain partnerships and effective networks with key providers, stakeholder and communities to enhance whanau and individual wellbeing;
- 2.2. To ensure that RISE practice implements the principles of Te Tiriti o Waitangi;
- 2.3. To develop and enhance services and partnerships that empower whanau to build resilience and sustain positive change;
- 2.4. To be innovative, creative and responsive to changing needs;
- 2.5. To promote and publicly advocate on matters relating to family violence in order to foster individual, social and organisational change;
- 2.6. To attract, develop and retain expert, highly skilled and well-resourced professionals;
- 2.7. To be financially stable and enable innovation and growth.

### 3. MISSION | WHAKATAKANGA

3.1 To grow, support and sustain safe, resilient communities.

### 4. VALUES | PAINGA

4.1. We are:

- Professional
- Inclusive
- Empathetic
- Value Diversity

4.2 Our work is:

- Courageous
- Creative
- Ethical

4.3 We operate with:

- Integrity
- Respect
- Trust

## 5. POWERS | NGA MANA WHAKAHAERE

- 5.1. To use its funds as the Board thinks necessary or proper in payment of its costs and expenses, including the appointment and dismissal of counsel, solicitors, agents, Officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactments,
- 5.2. 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 proper for the purpose of attaining the objects 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,
- 5.3. 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,
- 5.4. 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,
- 5.5. To carry on any business, and
- 5.6. To do all things as may from time to time be necessary or desirable to give effect to and attain the objects of the charitable purposes of the Trust.

## 6. COMMON SEAL | TE TOHE TAKETAKE

- 6.1. The Common Seal of the Trust shall be kept in the custody and control of the General Manager or other such officer appointed by the Board.
- 6.2. 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 Board member acting as the Chair) and one other person appointed by the Board.

## 7. ANNUAL GENERAL MEETING | HUI ĀTAU

- 7.1. The Annual General Meeting will be held annually within three (3) months of the end of the financial year. The time and venue will be fixed by the Board and at least fourteen (14) days notice will be given to members of the public via the local media.
- 7.2. Annual General Meeting will carry out the following business
  - 7.2.1. Receive the minutes of the previous Annual General Meeting and of any other General Meeting held since the last General Meeting,
  - 7.2.2. Receive the Chairperson's report on the activities of the Trust over the last year and the proposed priorities and directions for the Trust in the current year,
  - 7.2.3. Receive the audited financial statements of income and expenditure for the past year and the estimate of income and expenditure for the current year,
  - 7.2.4. Elect the officers and other ordinary members of the Board of the Trust
  - 7.2.5. Appoint an auditor of the Trust's accounts,
  - 7.2.6. Conduct any other business which may properly be brought before the meeting.

## 8. SPECIAL GENERAL MEETINGS | HUI ĀTAU MOTUHAKE

- 8.1. Special General Meetings may be called by the Board or by a written request made by at least four (4) Board members and delivered to the Secretary. The meeting will be called within twenty-one (21) days of the decision being made or the meeting being requested.
- 8.2. A Special General Meeting will only consider business related to the reason for which it is called, as notified to the members .

## 9. BOARD | POARI

- 9.1. The Board will be comprised of no less than 4 and no more than 8 members all of whom are permanent residents of New Zealand.
- 9.2. The Board will have the power to fill any places vacant following the Annual General Meeting, or any vacancy that arises in the Board or among its named Officers until the next Annual General Meeting.
- 9.3. Board members shall be appointed for three years. Each Board member shall continue to hold office until:
  - 9.3.1. Removal by resolution of the board
  - 9.3.2. Retirement on giving notice in writing to the Secretary of the Board
  - 9.3.3. Any Board member who has been held by a Court of competent jurisdiction to have been guilty of misconduct in the administration of the Trust or has been convicted of a crime involving dishonesty as defined by Section 2 of the Crimes Act 1961 or who is a mentally disordered person within the meaning of the Mental Health Act 1992, shall be deemed to have retired.
  - 9.3.4. Is absent without reason for three consecutive ordinary meetings of the Trust
  - 9.3.5. The term of appointment expires
  - 9.3.6. Board members may be appointed for a maximum of three (3) terms.
- 9.4. Nominations for elected positions on the Board, including office-bearers, may be by way of written nomination signed by a current member and endorsed with consent of the nominee and given to the Secretary during the Annual General Meeting. If there are insufficient nominations to fill the vacant positions on the Board, oral nominations may be received at the Annual General Meeting, provided that no member will be elected who has not consented to being nominated.
- 9.5. The Board may continue to act notwithstanding any vacancy, but if this number is reduced below minimum number of trustees as stated in this deed, the continuing trustees may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.
- 9.6. The procedure for meetings will be as follows
  - 9.6.1. A quorum will be at least half of its members.
  - 9.6.2. The decisions 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 vote unless otherwise decided by the Board.
  - 9.6.3. If the voting is tied, the Chairperson shall have a second and casting vote.
  - 9.6.4. Each meeting of the Board will be chaired by the Chairperson. In the absence of the Chairperson, the Board will elect a person to chair the meeting from among its members.

- 9.7. The Board will meet at least four (4) times every year. Meetings may be held in person or by any other means of communicating as decided by the Board from time to time. All members of the Board including office-bearers will be given at least fourteen (14) days' notice of the meeting by the Secretary orally or in writing.
- 9.8. The Secretary will ensure that minutes are maintained which are available to any member of the Trust and which, for each meeting of the Board, records.
- 9.8.1. The names of those present,
  - 9.8.2. All decisions which are required by this Constitution or by law to be made by the Trust, and
  - 9.8.3. Any other matters discussed at the meeting.
- 9.9. The Board will at all times be bound by the decisions of the members at General Meetings.

## **10. INCOME, BENEFIT, OR ADVANTAGE TO BE APPLIED TO OBJECTIVES | NGA KAUPAPA WHAKAMANA**

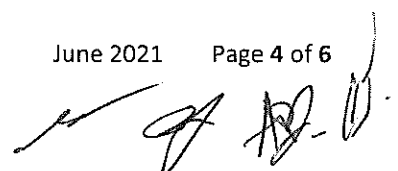
- 10.1. Any income, benefit, or advantage will be applied to the objects of this Trust.
- 10.1.1. No Trustee or any person associated with a member shall participate in or materially influence any decision made by the Trust in respect of any payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever.
  - 10.1.2. Any such income paid shall be reasonable and relative to that of which would be paid in an arm's length transaction (being the open market value).
  - 10.1.3. The provision and effect of this clause shall not be removed from this Constitution and shall be implied into any document replacing this Constitution.

## **11. POWER TO DELEGATE | KAITIAKITANGA**

- 11.1. 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.
- 11.2. Any committee or person to whom the Trust has delegated powers or duties will be bound by the charitable terms of the Trust and any terms or conditions of the delegation set by the Board.
- 11.3. The Trust 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.
- 11.4. 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 member of the Trust.

## **12. FINANCIAL ARRANGEMENTS | NGA WHAKARITENGA O TE TAHUA**

- 12.1. The financial year of the Trust will be from **1<sup>st</sup> July to 30<sup>th</sup> June** the following year.
- 12.2. At the first meeting of the Board following each Annual General Meeting, the Board will decide by resolution the following:



- 12.2.1. How money will be received by the Trust,
  - 12.2.2. Who will be entitled to produce receipts,
  - 12.2.3. What bank accounts will operate for the ensuing year, including the purposes of and access to accounts,
  - 12.2.4. Who will be allowed to authorise the production of cheques and the names of cheque signatories, and
  - 12.2.5. Policy concerning the investment of money by the Trust, including what type of investment will be permitted.
- 12.3. The Treasurer will ensure that true and fair accounts are kept of all money received and expended.
  - 12.4. The Board shall, as soon as practicable after the end of the financial year of the Trust, arrange for the Trust's accounts for that financial year to be audited by a person appointed for that purpose. The audited accounts will be made available to the public.

### **13. INDEMNIFYING OF OFFICERS AND COMMITTEE MEMBERS | WHAKARURUTANGA**

- 13.1. No Officer or member of the Trust shall be liable for the acts or defaults of any other Officer or member of the Trust or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.
- 13.2. The Officers, Executives and each of its members shall be indemnified by the Trust for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.

### **14. ALTERATION TO RULES | WHAKAREREKĒTANGA**

- 14.1. The rules of the Trust may only be altered, added to, rescinded, or otherwise amended in any way by a two-thirds (2/3<sup>rd</sup>) majority of Board members personally present at any General Meeting, provided that no addition to or alteration of the objectives clause (clause 2), the pecuniary benefit clause (clause 10), or the disposition of surplus (clause 16.2) will be approved without the prior consent of the Department of Inland Revenue.

### **15. MEDIATION AND ARBITRATION | TAKAWAENGA NGA RARURARU**

- 15.1. Any dispute arising out of or relating to this Constitution may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiations between parties. 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 Incorporated to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Incorporated.
- 15.2. The mediation shall be terminated by.
  - 15.2.1. The signing of a settlement agreement by the parties, or
  - 15.2.2. 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


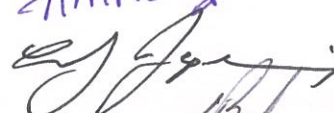

- 15.2.3. Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified, or
- 15.2.4. The expiry of sixty (60) working days from the mediator's appointment, unless the participants expressly consent to an extension of this period.

## 16. WINDING UP | WHAKAMUTUNGA

- 16.1. The Trust may be wound up if at a General Meeting of Board members it passes a resolution to wind up the Trust and that resolution is confirmed at a second General Meeting, called for that purpose and held no earlier than 28 days after and no later than 42 days after the first meeting at which the resolution to wind up the Society has been passed.
- 16.2. If, upon the winding up or dissolution of the Trust, there remains after the satisfaction of all debts and liabilities of any property whatsoever, all remaining surplus assets will be given to such like minded charitable organisations within New Zealand as the members of the Trust in a general meeting will decide. If the Trust is unable to reach a decision the remaining assets will be disposed of in accordance with the direction of the High Court pursuant to section 27 of the Charitable Trust Act 1957 or subsequent enactment.

## 17. MATTERS NOT PROVIDED FOR | KA MOHIOTANGA

- 17.1. If any matter shall arise which is not, or in the opinion of the Trustees is not, provided for under these Rules, the matter shall be determined by the Trustees in such a manner as they shall deem fit and proper.
- 17.2. Every such determination shall be binding upon the Trust and its members unless and until set aside by a resolution of an Annual General Meeting or Special General Meeting.

 16/06/2021  
Amrita 16 JUNE 2021  
 16/06/2021.  
 16/6/21.