

"I hereby certify that this is a correct copy of the trust deed or rules of the Music4Us Puoro Mō Taatou Music Education Trust."

Full Name: Adele Kathleen-Love Voice

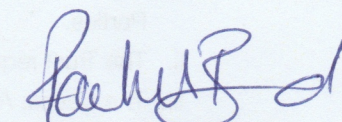
Signed: Akai Voice

Date: 2-08-2021

CERTIFIED TRUE COPY OF A DOCUMENT
PRESENTED TO ME AS AN ORIGINAL

Signed: Rachel Anne Bird

Date: 02-08-21



Rachel Anne Bird, JP

#17085

DUNEDIN

Justice of the Peace for New Zealand

Deed of Variation of Charitable Trust for Music4Us Puoro Mō Taatou Music Education Trust

The Deed is made the Second Day of August 2021

PARTIES

Name	Address	Occupation
Adele Voice	29 Clifford Street Dalmore Dunedin 9010	Teacher, Educationalist, Music Specialist
Mark Voice	29 Clifford Street Dalmore Dunedin 9010	Accountant
Denise Schofield	15 Chamberlain Street Maori Hill Dunedin 9010	Early Childhood Head Teacher

BACKGROUND:

- By deed dated Tenth Day of January 2020 the parties named as trustees declared rules for the creation of a charitable trust, known as Music4Us Puoro Mō Taatou Music Education Trust for the charitable purposes as set out in the Deed.
- The Trustees have received the sum of two dollars to be held by them in their joint names together with any further sums or 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.
- The Trustees as named above are the present trustees of the Trust and comprise the present board of trustees of the Trust and they have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

Akai Voice
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- D. The Trustees wish to exercise the power in the clause: Alteration of the Deed to vary the Deed, and will have the effect of replacing the provisions of the Deed.
- E. Background of changes:
- I. The Trust was initially set up with two trustees. A third trustee has been elected and added to the Parties.
 - II. The Trust requires a common seal clause for the purpose of becoming an incorporated trust.
 - III. The clause: Area of Operation, has been added.
 - IV. The Trustee Board has been named: Music4Us Puoro Mō Taatou Music Education Trust.
 - V. The clause: Meetings of the Board of Trustees, has been added.
 - VI. The clause Powers has been amended to include: Reasonable remuneration for acting as trustee and/or providing professional services to the Board.
 - VII. The clause: Power to Delegate, has been added.

CHARITY SUMMARY

1. NAME

Legal Name of the Charity

The official and operational name of the Trust shall be **Music4Us Puoro Mō Taatou Music Education Trust**, operating as **Music4Us Puoro Mō Taatou**.

2. PRINCIPLES

In attaining its aims the Trust is committed to acting at all times according to human rights principles – including those reflected in Te Tiriti o Waitangi (the Treaty of Waitangi) – and will maintain the highest standards of professionalism and integrity.

3. PURPOSE

The aims of the Trust is to act principally for charitable purposes, for the advancement of music education (The Advancement of Education under the categories of Charitable Purpose) and personal well-being (To be Beneficial to The Community under the categories of Charitable Purpose). The following purposes connect to these aims:

- I. To enable youth to engage in music education when they have pre-existing barriers that make it difficult for them to access such programmes.
- II. To provide a musical community, celebrating the cultures and communities of those involved, enhancing a sense of belonging amongst those participating.
- III. To support 'at risk' youth so that they are better equipped for approaching life's endeavours and feel positively connected to society.

4. AREA OF OPERATION

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

5. OFFICE

The Office of the Trust will be 29 Clifford Street, Dalmore, Dunedin 9010, New Zealand.

6. BOARD OF TRUSTEES

Appointment and Liability of Trustees

- 6.1 There shall be two or more trustees, appointed at the Annual General Meeting, one of whom shall be the Treasurer.
- 6.2 Existing trustees are responsible for appointing new or further trustees. Trustees shall be appointed at a General Meeting.
- 6.3 There will be limited personal liability, provided decision makers act prudently and with the group's purpose and not for personal gain.
- 6.8 The name of the Board will be Music4Us Puoro Mō Taatou Music Education Trust.

7. MEETINGS OF THE BOARD OF TRUSTEES

The procedure for the Board meetings will be as follows:

- 7.1 A quorum will be at least half of its members.
- 7.2 All questions 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. If the voting is tied, the motion will be lost.
- 7.3 The Secretary will ensure that a minute book is maintained which is available to any member of the Trust.

8. POWERS

To achieve the Purpose of the organisation, the following types of activities will be included in the functioning of the Trust:

- 8.1 In addition to the powers provided by the general law of New Zealand or contained in the Trusts Act 2019 or subsequent enactment, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:
 - 8.1.1 Purchase and maintain resources and equipment, including musical instruments and teaching resources to support the programmes
 - 8.1.2 Employ teachers as tutors of the programmes
 - 8.1.3 Employ trained educationalists to oversee and train teachers of the programmes
 - 8.1.4 Lease, hire or provide koha for venues for the implementation of the programmes
 - 8.1.5 Provide transportation for students to attend programmes and to assist transportation of equipment and teachers
 - 8.1.6 Fund participants to attend music concerts as part of the music education programmes
 - 8.1.7 Provide food and uniforms for special performances and sharing occasions
- 8.2. For the avoidance of doubt, the duties set out in sections 29 to 38 of the Trusts Act 2019 or subsequent enactment apply, with the exception of the following:
 - 8.2.1. A trustee may take reasonable remuneration for acting as trustee and/or providing professional services to the Board, modifying the duty in section 37 of the Trusts Act 2019 (or subsequent enactment).

9. PRIVATE PROFIT CLAUSE

The Trust may only act to advance its charitable purpose in the following ways:

- I. All income, benefit, or advantage must be used to advance the charitable purpose of the organisation.
- II. Any payments made must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.
- III. The payment of salaries and other expenses (provided these payments are reasonable) to advance charitable purposes is acceptable, including payments made to trustees.

10. POWER TO DELEGATE

The Trust Board may delegate day-to-day management of the Trust's affairs in the following ways:

- 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. 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. DECISION MAKING

Decision making for the Trust is to be made by the Trustees, with no accountability to a wider membership base, with the aim to maintain control, succession and stability.

12. REPORTING REQUIREMENTS

The following reporting will take place when required.

- 12.1 Notification of changes of rules and office (including the name, objects, powers, purposes, or trustees of the charity) will be given to New Zealand Companies Office and Charities Services.
- 12.2 Under the Charities Act 2005 (also known as charitable entities) an annual return will be filed (including financial results) with Charities Services.
- 12.3 If under \$125 000 annual operating payments, a Performance Report rather than a 'financial statement' will be submitted, including financial and non-financial information.

13. FINANCIAL YEAR

The financial year shall commence January 1 and end December 31.

14. AUDITOR

Accounts do not need to be audited for Charities Services.

15. GENERAL MEETING

Annual General Meeting

- 15.1 An Annual General Meeting shall be held not earlier than 6 months after the immediate previous meeting nor later than 18 months after the previous meeting.
- 15.2 A special General Meeting may be held after due notice has been given by the Trustees.

16. FUNDS

The ordinary funds of the Trust shall be banked in a bank account opened under the authority of the Trustees and operated by at least the Treasurer and one other Trustee.

17. INVESTMENT OF FUNDS

- 17.1 The Trust may from time to time invest and re-invest in such securities and upon such terms as it shall think fit the whole or any part of its funds which shall not be required for the immediate business of the Trust.
- 17.2 Application of profits

The income and property of the Trust from wherever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in this Deed and no portion thereof shall be paid or transferred directly or indirectly by way of profit to the Trustees.

18. BORROWING FUNDS

The borrowing of funds shall not be permitted in any circumstances.

19. COMMON SEAL

If incorporated as a board under the Charitable Trusts Act 1957, the Trustees shall have custody of the Common Seal, and from time to time by resolution, they may adopt any seal they think fit. The Common Seal must not be affixed to any document unless the Trustees have already authorised its use on that document, and when a document is to be sealed on the prior authority of the Trustees the seal must be affixed to the document in the presence of two Trustees who must sign the document.

20. REMOVAL FROM OFFICE

Any Trustee who has failed or neglected to carry out his/her duties in a satisfactory manner, which the majority number of Trustees shall be the sole judge, may be removed from his/her position, as Trustee, by a resolution of the Trustees.

21. DISSOLUTION

- 21.1 The Trust may be wound up voluntarily if the Trustees at a General Meeting passes a resolution confirming dissolution.
- 21.2 Disposal of Assets and Liquidation

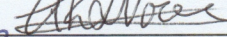
On the winding up of the Trust all surplus assets, after the payments of costs, will be given to other charitable organisations in New Zealand as the Trustees will decide.

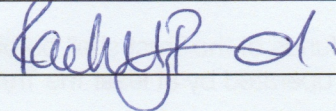
22. ALTERATION OF THE DEED

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.

IN WITNESS OF WHICH this Deed has been executed:

Full name of Trustee: Adele Kathleen-Love Voice

SIGNED by the above named (Trustee signature) 

as Trustee in the presence of (Witness signature) 


Full Name of Witness: Rachel Anne Bird

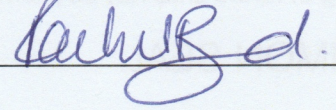
Occupation: Justice of the Peace

Residential address: 33 Balmacewen Road, Dunedin.

IN WITNESS OF WHICH this Deed has been executed:

Full name of Trustee: Mark Andrew Voice

SIGNED by the above named (Trustee signature) 

as Trustee in the presence of (Witness signature) 

Full Name of Witness: Rachel Anne Bird.

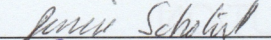
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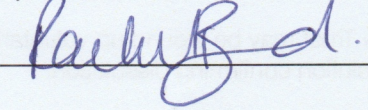
Residential address: 33 Balmacewen Road, Dunedin.

Rachel Anne Bird, JP
#17085
DUNEDIN
Justice of the Peace for New Zealand

IN WITNESS OF WHICH this Deed has been executed:

Full name of Trustee: Denise Mary Schofield

SIGNED by the above named (Trustee signature) 

as Trustee in the presence of (Witness signature) 

Full Name of Witness: Rachel Anne Bird.

Occupation: Justice of the Peace

Residential address: 33 Balmacewen Road, Dunedin.