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**THE HÖHEPA HOMES TRUST**

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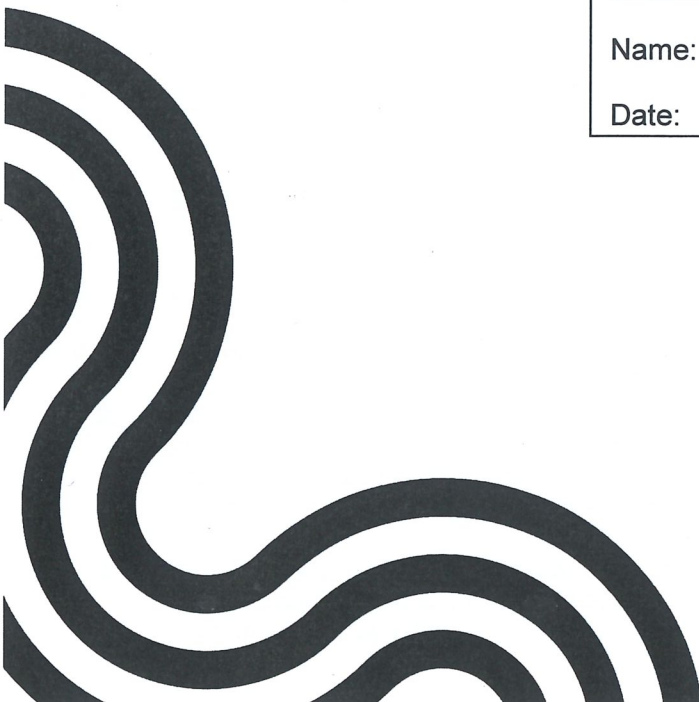
*I hereby certify that this is a correct copy of the trust deed of Hōhepa Homes Trust as per section 10(2)(a) of the Charitable Trusts Act 1957:*

\_\_\_\_\_  
Name:

  
ENAN JOHN CHAPMAN

Date:

31/3/23



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**THIS CONSTITUTION AND TRUST DEED** is intended to take effect on the date of its ratification pursuant to the current 2007 and consistent with the Charitable Trusts Act 1957.

## **1. History and Background**

- 1.1. Hōhepa Homes was established as a charitable trust by a Trust Deed dated 24 September 1956 ("the 1956 Deed"). Originally called "NZ Trust Board for Home-Schools for Curative Education", the trust's objects were to provide residential, educational and vocational services and facilities for persons of all ages with an intellectual disability. The facilities were to be conducted in accordance with the curative education principles advocated by Dr. Rudolf Steiner.
- 1.2. The trust was incorporated as a Board under the provisions of the Religious, Charitable and Educational Trusts Act 1908 on 27 September 1956. A new Constitution was adopted in 1992 by way of an administrative scheme under Sections 33 and 34 of the Charitable Trusts Act 1957 ("the 1992 Deed").
- 1.3. Hōhepa Homes originally established in Hawkes Bay currently administers a school in Hawkes Bay and residential communities in Hawkes Bay, Canterbury, Auckland and Kapiti.
- 1.4. A new constitution was adopted in 2007 to reflect the changes to the basis of governance in each region in which the Trust operates and the changed constitutional role of the Trustees.
- 1.5. The Trustees consider that the administrative provisions of the Trust are again in need of review and the 2007 Deed needs to better reflect the duties of trustees and the decision-making responsibilities of the Trust.
- 1.6. The Trustees have unanimously resolved that this Constitution be adopted as the Constitution of The Hōhepa Homes Trust Board.

## **2. Name**

- 2.1. The name of the Trust shall be **HŌHEPA HOMES** and the Board shall be known as **THE HŌHEPA HOMES TRUST BOARD**.

## **3. Registered Office**

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

## **4. Purpose**

- 4.1. The purposes of the Trust shall be:
- 4.2. To establish and maintain homes, schools, farms and workshops and independent living support anywhere in New Zealand to provide a safe living environment, education and social therapy for children, young persons and adults with intellectual (learning) disabilities with intellectual (learning) disabilities, based on the principles of anthroposophy.
- 4.3. While the people and communities Hōhepa works with may have multiple disabilities, the primary requirement is an intellectual disability which requires support in life at a level of support offered by Hōhepa

- 4.4. To assist in the education, nurturing, guidance and starting in life of young persons or adults who are or have been residents.
- 4.5. To support the residents of Hōhepa throughout their lives - consistent with the Mission of Hōhepa for "Every life, fully lived".
- 4.6. To provide opportunities for people supported by the community to engage with the wider community by facilitating opportunities for engagement, through opportunities for work and social interaction.
- 4.7. To facilitate participation in the community and community programmes and to foster a spiritual connection in the people we support to enable the people we support to have a greater perception of the world in which they live.
- 4.8. To support research that focuses on enhancing the lives of people with intellectual (learning) disabilities.
- 4.9. To establish and support partnerships with other Disability Support Providers, appropriate government departments and agencies and the disability sector in general who provide services and benefits to people with intellectual (learning) disabilities.
- 4.10. To engage in social enterprise consistent with the above-mentioned purposes for the people we support.
- 4.11. To pursue any other objectives which the Trustees consider are consistent with the purposes set out above, and which are charitable purposes.

## 5. Tangata Whenua

- 5.1. In carrying out its Purposes, the Trustees will recognise the views and expectations of tangata whenua and in particular Te Ao Māori principles of Manaakitanga, Whānaungatanga, and Kaitiakitanga.
  - 5.1.1. Manaakitanga - Caring for those around us in the way we relate to each other; and
  - 5.1.2. Whānaungatanga- Recognising the importance of kinship and lasting relationships; and
  - 5.1.3. Kaitiakitanga – Valuing stewardship and guardianship and the relationship to the natural world.

## 6. Trustee Duties

- 6.1. **Mandatory duties:** The mandatory duties as set out in subpart 1 of part 3 of the Trusts Act shall apply to the Trustees, specifically, the duty to:
  - 6.1.1. know, and act in accordance with, the terms of the Trust;
  - 6.1.2. act to further the Purposes of the Trust;
  - 6.1.3. act honestly and in good faith; and
  - 6.1.4. exercise Trustee powers for a proper purpose.
- 6.2. **Default duties that apply:** Some of the default duties as set out in subpart 1 of part 3 of the Trusts Act shall apply to the Trustees or the Trust (as the case may be), specifically, the duty:

- 6.2.1. not to exercise powers for the Trustees' own benefit;
  - 6.2.2. to act in the best interests of Hōhepa as a national organisation, applying consistent standards of administration, and to recognise that local regional boards may pursue from time to time a range of opportunities consistent with the people supported by that region
  - 6.2.3. to give active and regular consideration to the exercise of Trustee powers;
  - 6.2.4. not to bind or commit trustees to a future exercise of discretion;
  - 6.2.5. not to profit from trusteeship of the Trust; and
  - 6.2.6. not to take a reward for acting as Trustee, except as set out in clause 10 of this Deed.
- 6.3. **Default duties that are excluded or modified:** The remaining default duties as set out in subpart 1 of part 3 of the Trusts Act are excluded, or modified to the extent set out in this Deed, specifically, the duty:
- 6.3.1. to invest prudently;
  - 6.3.2. to not to take any reward for acting as a Trustee, but only for the purposes of enabling a Trustee to be remunerated for services rendered to the Trust as set out in clause 6 of this Deed;
  - 6.3.3. to avoid a conflict of interest between the interests of the Trustee and the beneficiaries of the Trust; and
  - 6.3.4. to act unanimously.

## 7. Functions of the Trust Board

- 7.1. The Trust Board shall be responsible for the governance of Hōhepa Homes Trust and for overseeing all of the facilities services and activities of the Trust throughout New Zealand.
- 7.2. The Trust Board shall in addition and without limitation carry out the following primary functions:
  - 7.2.1. The appointment and removal of members of the Trust Board.
  - 7.2.2. The establishment and appointment of Regional Boards and the delegation to such Boards of responsibilities, authorities and powers as provided in clauses 9.1 to 9.4 inclusive of this Deed.
  - 7.2.3. The approval of any borrowing by any region by way of mortgage or loan including the granting of any overdraft or credit facilities with any Bank.
  - 7.2.4. The management of the legal ownership of the trust property and assets and ensuring that all assets are applied to the objects of the trust.
  - 7.2.5. The formulation and adoption of missions and values, strategic direction and policies for the organisation as a whole, including but not limited to:
  - 7.2.6. Policies to manage and enhance organisational risk;
  - 7.2.7. Policies to manage the health and safety of both people we employ and people the Trust supports;

- 7.2.8. Policies to ensure compliance with the Privacy Principles.
- 7.2.9. Policies relating to the fiscal management of the Trust.
- 7.2.10. Policies to identify and promote special values derived from the thread of anthroposophy as a core value of the Trust.
- 7.2.11. Monitoring statutory compliance, financial reporting and risk management on a national basis.
- 7.3. The determination and monitoring of policies for the admission of persons to services and quality standards for the delivery of services in each region.
- 7.4. The engagement with Ministries of Government ( for example the Ministry of Disabled People – Whaikaha) in furthering the objectives and funding of the Trust, and its associated operational arms.
- 7.5. The promotion of the national and geographic spread of the Trust's activities for the purposes of making its services more widely acknowledged and for the purposes of promoting fund raising opportunities for the Trust to grow its capital base and operational functions.

## **8. Appointment, Removal and Retirement of Trustees**

- 8.1. The Board may from time to time determine the criteria for the qualifications, basis of appointment and the term of appointment of trustees. The Board shall comprise not fewer than seven (7) nor more than nine (9) members.
- 8.2. The persons in office as Trustees at the date of approval of this Constitution shall continue in office until their retirement or removal in accordance with these provisions.
- 8.3. Every Trustee shall prior to appointment sign an acknowledgement that such Trustee is familiar with the objects of the Trust and will in performing the duties of a Trusts Act in accordance with this Constitution.
- 8.4. A Trustee shall hold office until such Trustee:
  - 8.4.1. resigns office by notice in writing to the Board;
  - 8.4.2. is disqualified from being an officer of a charity under the provisions of the Charities Act 2005;
  - 8.4.3. is removed under clause 8.5 or 8.6;
  - 8.4.4. retires under clause 8.7.
- 8.5. The Board may by ordinary resolution remove a Trustee who:
  - 8.5.1. has been absent from three (3) consecutive meetings of the Board without leave of absence from the Chairperson;
  - 8.5.2. is adjudged bankrupt or is convicted of an offence punishable by more than two (2) years imprisonment.
- 8.6. A Trustee may be removed by a Special Resolution of the Trustees passed at a special meeting of the Trustees called to consider the resolution. The Trustee concerned shall be given reasonable notice of the intention to move the resolution and shall be given an opportunity of being heard.

- 8.7. On the date of the Annual Meeting one third of the Trustees then in office or (where the number of trustees is not a multiple of three) such lesser number closest to one third shall retire. The Trustees to retire shall be those who have been longest in office since their last appointment. As between Trustees appointed in the same year the Trustees to retire (unless they otherwise agree among themselves) shall be determined by lot.
- 8.8. A retiring Trustee shall be eligible for re-appointment, but a decision to re-appoint anyone who has already served on the Board for a continuous period of nine (9) years shall require a Special Resolution.
- 8.9. A Trustee may with the consent of the Board appoint an alternate to represent that Trustee's views at the meeting in the Trustee's own absence. The alternate shall count towards a quorum but shall not have the right to vote.
- 8.10. The Trust Board may as it thinks fit establish one or more sub-committees for any purpose and may co-opt persons who are not Trustees to serve on such sub-committees.

## **9. Powers of the Trust Board**

- 9.1. In addition to the powers implied by the general law of New Zealand or contained in the Trusts Act and if applicable, the Charitable Trusts Act the Board is empowered:
  - 9.1.1. To purchase, sell, lease, hire, exchange or acquire any real or personal property and any rights or privileges and to develop and maintain any land or buildings forming part of the Trust.
  - 9.1.2. To borrow money on such terms and conditions and for such purposes as it thinks fit and to guarantee the repayment of money borrowed for the purposes of the Trust. The Trust Board may give security for repayment over the whole or any part of the trust fund even if some part given as security does not benefit from the borrowing.
  - 9.1.3. To invest any moneys held by the Board in such manner as the Board considers desirable.
  - 9.1.4. To effect insurance in such manner, against such risks and for such sums as the Board considers appropriate.
  - 9.1.5. To print and publish material to publicise the nature of the work done and the principles under which the Board operates.
  - 9.1.6. To accept donations, legacies, subscriptions or fees paid or transferred to the Board and to apply them either for the general purposes of the Trust or for any special purpose designated by the donor.
  - 9.1.7. To act as trustee of any funds to which a person supported by the Trust may be entitled or in which that person may have a beneficial interest.
  - 9.1.8. To enter into any arrangement or contract with any individual, government department or corporate body.
  - 9.1.9. To carry on business.
  - 9.1.10. To use the funds of the Trust as the Board thinks fit to pay the costs and expenses of the Trust, including to employ or engage professional advisers, agents, officers and staff as necessary or expedient.

- 9.1.11. To mediate, compromise or refer to arbitration any actions proceedings disputes claims or demands and to settle accounts and to execute releases without responsibility for loss;
- 9.1.12. To subsidise, encourage and co-operate with any other person, organisation or group (whether incorporated or not) sharing similar charitable purposes as the Trust; and
- 9.1.13. To engage in fund raising opportunities and capital raising campaigns both locally and nationally for the overall long-term benefit of Hōhepa nationally.
- 9.1.14. To engage with relevant Ministeries, Cabinet, and Government generally and to raise the profile of Hōhepa for the benefit of the overall community.
- 9.1.15. To do all such other things as are incidental or conducive to the attainment of the objects of the Trust.

## **10. Investment of Trust Fund**

- 10.1. The Board may invest all or any of the Trust Fund in investments that are permitted by the laws of New Zealand on such terms and for such period as the Board in its absolute discretion determines.
- 10.2. The Trustees may exercise any power or discretion notwithstanding that any act or omission by the Trustees in the exercise of that power or discretion would be contrary to the principles governing the investment of trust funds set out in the Trusts Act, and the default duty in section 30 of the Trusts Act is excluded.
- 10.3. The Board may from time to time, by resolution, adopt a policy concerning the investment of the Trust Fund, including what type of investment will be permitted. In deciding on any such policy, the Board may have regard to the factors set out in section 59 of the Trusts Act, so far as they are appropriate to the circumstances of the Trust and are not inconsistent with the terms of this deed. If such a policy is adopted the Board must invest the Trust Fund in accordance with that policy.

## **11. Proceedings of the Board**

- 11.1. The Trust Board shall meet at least twice in each calendar year and may regulate its meetings as it thinks fit. The quorum for meetings shall be half the number of Trustees. Decisions shall be made by a majority of members present and voting. In the case of equality of votes the Chairperson shall (except in the case of a Special Resolution) have a casting as well as a deliberative vote.
- 11.2. The Trust Board shall record the proceedings of its meetings and the decisions made in its Minutes which shall be available for inspection by any Board member. At the date of this constitution the Board uses Boardpro and this shall be continued until changed by the board by resolution.
- 11.3. The Chairperson or any two other members of the Board may, in writing, require a meeting of the Board to be convened.
- 11.4. Written notice shall be sent to each member at least fourteen days before each meeting of the Board provided that the proceedings shall not be invalidated by any irregularity in respect of such notice.
- 11.5. No Trustee or any "associated person" within the meaning of Section OD7 of the Income Tax Act 2004 shall vote or take part in or be present during the discussion of any matter in



which such member has an interest whether personal or as a director or shareholder of any company or as a trustee of any trust with which the Board is dealing. Any such interest shall be declared at the first opportunity. Such member shall not materially influence any decision made by other members in respect of the payment to or on behalf of such member of any income, benefit or advantage whatsoever. Subject to these requirements a Trustee may contract with the Board notwithstanding the possibility of a conflict of interest.

- 11.6. The Trust Board shall once in each calendar year within six months of the expiry of its Accounting Period, conduct an "Annual Meeting" for the purpose of:
  - 11.6.1. The appointment of one of its members as Chairperson.
  - 11.6.2. The appointment of any replacement trustees or reappointment of any trustees.
  - 11.6.3. The appointment or re-appointment of an Audit Committee the composition of which shall include at least one person whether a Trustee or co-opted person who is a Member of The New Zealand Institute of Chartered Accountants.
  - 11.6.4. The adoption of Financial Statements for the preceding accounting period.
  - 11.6.5. The appointment of an auditor for the ensuing year.
  - 11.6.6. A resolution in writing signed by all the Trustees shall be as effective as if it had been passed at a meeting. Such a resolution may consist of several like documents each signed by one or more Trustees.
  - 11.6.7. The Trust Board may as it thinks fit conduct any meeting by way of teleconference, video conference, or electronic mail. Decisions made at such meetings shall be recorded and transmitted by electronic mail as soon as practicable after the meeting. A member may with the consent of the Board participate in any ordinary meeting by teleconference.
  - 11.6.8. The seal of the Board shall not be affixed to any instrument except pursuant to a resolution of the Board which stipulates the use of the Seal and shall be attested by any two trustees.
  - 11.6.9. In all other documentation, the resolution of the board may determine, the authority to sign documents on behalf of the Trust.

## **12. Financial Reporting and Audit**

- 12.1. The Trust Board shall as soon as reasonably practicable after the end of each Accounting Period, prepare an Annual Report and Financial Statements relating to the affairs of the Trust during that period in accordance with accepted financial reporting standards and requirements.
- 12.2. The Board shall ensure that the Financial Statements of the Trust are independently audited by a member of the New Zealand Institute of Chartered Accountants appointed by the Board.
- 12.3. Within six (6) months after the end of each Accounting Period the Board shall send a copy of the Annual Report and audited Financial Statements to:
  - 12.3.1. Each member of the Board and of each Regional Board; and
  - 12.3.2. Every person or organisation who the Board consider has made a substantial contribution to the work of the Trust during the Accounting Period or has a continuing interest in the work of the Trust; and

12.3.3. Such other persons as the Board directs or the Charities Act requires.

### **13. Appointment and Powers of Regional Boards**

- 13.1. In any region of New Zealand where the Trust Board is providing facilities or services or wishes them to be provided, it may establish a Regional Board, to be known as "Hōhepa Homes [name or region] Board", which shall be responsible for the provision of any or all facilities and services of the Trust and the conduct of other activities of the Trust in that region as the Trust Board shall determine.
- 13.2. The members of each Regional Board from time to time shall be appointed by the Trust Board, which shall prescribe policies and procedures regarding the composition of Regional Boards, the nomination of candidates for membership, the tenure and conditions of service of members and the confirmation of the nominee of a member of an Regional Board as Chairperson of that Board.
- 13.3. The responsibilities and authority of each Regional Board shall be specified in a Delegation Agreement entered into between the Trust Board and the Regional Board or by the holding of a delegations register, or by the Trust establishing delegation policies approved by this Board.
- 13.4. The Trust Board shall periodically review the terms of each Delegation Agreement, and may at any time vary, suspend or revoke any of the responsibilities, authorities and powers specified therein and any limit, condition or guideline on the exercise of such powers.
- 13.5. The Chairperson of the Trust Board shall be entitled to attend and speak at any meeting of a Regional Board and may appoint another Trustee to attend any such meeting in place of the Chairperson. A copy of the agenda and board papers shall be sent by each Regional Board to the Chairperson. The Chairperson may require a meeting of the Regional Board to be convened and may include any matter in the agenda for such meeting.
- 13.6. The Minutes of each Regional Board and its financial records shall be available during business hours for inspection by the Chairperson of the Trust Board or any person appointed by the Chairperson.
- 13.7. Regional Boards may regulate their meetings as they think fit. The above provisions for the conduct of business, the functions, and the appointment and removal of trustees shall apply to members of Regional Boards.
- 13.8. The Trust Board may remove any Regional Board or any member of an Regional Board by special resolution passed at a meeting of the Trust Board specially called to consider such resolution and of which the Chairperson of such Regional Board and the member concerned shall have been given reasonable notice. The notice shall also be given to all members of such Regional Board all of whom shall be given an opportunity of being heard at the meeting. In the event of the removal or dissolution of any Regional Board the Trust Board may assume the functions of such board for such periods as it thinks fit or may appoint a replacement Regional Board.
- 13.9. A Regional Board shall not be separately incorporated or hold land assets in a separate legal entity.

### **14. Remuneration and Payments to Trustees**

- 14.1. Trustees and members of each Regional Board shall be entitled to reimbursement of travelling and out of pocket expenses incurred in the conduct of duties.
- 14.2. The Trust Board may as it thinks fit establish the basis and maximum amounts to be paid to Trustees or Regional Board members as an allowance for attendance at meetings.

- 14.3. The Trust Board may as it thinks fit establish an honorarium to be paid to its Chairperson and impose limits on any honorarium proposed to be paid to the chairperson of a Regional Board.
- 14.4. The Trust Board may by way of Special Resolution appoint any Trustee or Regional Board member to perform services for the Trust and may agree to the payment of a fee that is reasonable and relative to the services.
- 14.5. Any allowance, honorarium, remuneration or fee for services paid to any Trustee or member of any Regional Board shall not exceed the amount which would be reasonably paid in an arm's length transaction and shall not exceed limits prescribed by the Commissioner of Inland Revenue and/or the Charities Commission for the purpose of retaining the charitable status of the Trust.

## **15. Conflict of interest between Trustee and Trust**

### **15.1. Any Trustee who:**

- 15.1.1. is or may become associated with any other person, trust, unincorporated body or corporation with which the Trust deals in any way or in which the Trust has an interest of any kind; or
- 15.1.2. has an interest or duty in any particular matter that may conflict with their duty to the Trust, or with the Purposes of the Trust

must declare such association or interest to the other Trustees and may not vote on, or take part in any deliberations concerning, any matter relating to such association or interest unless the Board acting unanimously (excluding the conflicted Trustee) permits the Trustee to vote or take part in the deliberations. The conflicted Trustee may attend any meeting of the Board at which any such matter arises and may participate in the meeting, and vote, in relation to all other items of business at that meeting that do not relate to the conflict, unless the Board determines otherwise.

- 15.2. The Board shall maintain an Interests Register, being a register of disclosures made by Trustees under this clause 15.
- 15.3. This clause 15 shall constitute a modification to the duty in section 34 of the Trusts Act.

## **16. Limitation of Liability**

- 16.1. No Trustee is liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to:
  - 16.1.1. the Trustee's dishonesty;
  - 16.1.2. the wilful commission by the Trustee of any act known by the Trustee to be a breach of trust;
  - 16.1.3. the wilful omission by the Trustee of any act when the omission is known by the Trustee to be a breach of trust; or
  - 16.1.4. the Trustee's gross negligence.
- 16.2. No Trustee is bound to take any proceedings against a co-Trustee for any alleged breach of trust by the co-Trustee.

## **17. Indemnification of Trustees and Regional Board Members**

- 17.1. Trustees and members of each Board shall be entitled to be indemnified by the Trust and out of the assets of the Trust against all claims losses and expenses arising out of their duties and shall not be liable for loss other than as a result of that person's own dishonesty, Trustee's gross negligence or the wilful commission or omission of an act known or which should reasonably have been known was a breach of trust.
- 17.2. The support diligence and skill to be exercised by the Board in exercising any power of investment shall not be that required of persons by Section 30 of the Trusts Act but shall at all times be the support diligence and skill that a person of business would exercise in the management of the affairs of others.
- 17.3. The indemnity given by this clause extends to any loss or liability which a person after ceasing to be a Trustee incurs through the carrying out of any function, duty or power of the Trustee, whether the carrying out took place before, during or after the period in which the person was a Trustee.

## **18. Variation of Trust**

- 18.1. The Trustees may by supplementary deed or deeds authorised by Special Resolution alter, modify, add to, or cancel the provisions of this Trust Deed (including this present clause) in such manner and to such extent as in the opinion of the Trustees may be required to:
  - 18.1.1. Enable the Trust to retain its tax exempt status as a charity under tax legislation and other laws from time to time applying in New Zealand.
  - 18.1.2. Extend the powers of the Trustees or facilitate the administration of the Trust provided that no such alterations will be made that are in conflict with the objects or charitable nature of the Trust, the Charitable Trust Act 1957 and its amendments or the conditions of any exemption granted by the Inland Revenue Department.

## **19. Winding up or Dissolution**

- 19.1. The Trust may be wound up by a resolution passed by a majority of not less than three-fourths of the members of the Board. Three months' notice of intention to move such a resolution shall be given to members of the Board. If, after payment of all debts and liabilities, any surplus funds or assets remain these shall be transferred to some other charitable institution or institutions within New Zealand selected by the Board having objects of a similar nature to the objects of this Trust.

## **20. Definitions**

**Accounting Period** means 12 months ending on 30<sup>th</sup> of June in each year or such other period and date as the Board shall fix.

**Annual Meeting** means a meeting of the Board convened as an Annual Meeting held within six months of the expiry of each Accounting Period.

**The Trust Board** and **The Board** means the corporate body comprising the Trustees for the time being appointed under clause 4.233(a).

**Chairperson** means the chairperson of the Board unless it is clear from the context that it is intended to refer to Chairperson of a Regional Board.

**Constitution** means the trusts powers and rules set out in this document which upon approval by the High Court shall govern the administration of the Trust in substitution for the 1992 Deed.

**Regional Board** means the Boards appointed by the Trustees pursuant to Clause 4.2 to administer facilities in Auckland, Canterbury and Hawkes Bay or any other facility established by the Board.

**Member** means a member of the time being of the Board or where the context admits a Regional Board.

**Special Resolution** means a resolution of the Board passed, other than by a teleconference meeting, by a two-thirds majority of all members (whether present or not). The Chairperson shall not have a casting vote on any such Special Resolution.

**The Charitable Trusts Act** means the Charitable Trusts Act 1957.

**The Charities Commission** means the Commission established by the Charities Act 2005.

**The Trust Fund** means any money, investments, or other property which may be paid or given to, or acquired or agreed to be acquired by, the Trustees from any source after this deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this Deed.

**The Trust** means the charitable entity created by the 1956 Deed and known as "Hōhepa Homes" to administer the property and assets held by the Trustees upon the terms of the 1956 Deed as amended by this Constitution.

**The Trustees** means the persons appointed under Clause 5 of this Constitution.

**The Trusts Act** means the Trusts Act 2019

This Constitution was adopted by unanimous resolution of the Trust Board dated ...28<sup>th</sup> ..... day of...February.....2023.