

# Hutt Radio

## 106.1 FM

"putting the local back into radio"

PO Box 35-214  
Naenae  
Lower Hutt 5041

Office: 04 891 0447  
Studio: 04 891 0448

Application for Non-commercial Radio Frequency

2015 (D-0631403)

**APPENDIX A**

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT

THIS DEED is made the 16th day of December 2005

BETWEEN **Edward Donald Morris of Lower Hutt, Broadcaster, Michael David Dickinson, Broadcaster, of Lower Hutt, Lionel Rodger Mays, Director, of Upper Hutt**

WHEREAS

- A The parties to this deed wish to establish a charitable trust ("the Trust") for the purposes described in clause 3 of this deed
- B The parties to this deed have agreed to enter into this deed specifying the purposes of the Trust and providing for its control and government

THIS DEED WITNESSES

**1 Name**

The name of the Trust shall be the "**Hutt Community Radio and Audio Archives Charitable Trust**"

**2 Office**

The office of the Trust shall be at Lower Hutt or in such place as the Board of Trustees may determine

**3 Purposes**

The purposes of the Trust are as follows

- (a) To establish and promote a community broadcasting station providing community, educational, historical, archival and access programmes
- (h) To provide access to broadcasting facilities for community groups, educational institutions, organisations, agencies and individuals
- (c) To provide alternative programmes of a nature not normally available from commercial broadcasting outlets
- (d) To encourage and give priority to women, children, disabled, ethnic, minority and Special Interest community groups in obtaining access to broadcasting facilities to communicate their views and interests more effectively to the community at large and to their own interest groups
- (e) To provide training in the use of broadcasting and archiving facilities



- (f) To provide display facilities for Community historic and artistic purposes and to provide performance space for Artistic and broadcasting purposes

#### **4 Structure of the Trust**

The Trust shall be administered by a Board of Trustees ("the Board")

- (a) The Board shall consist of not less than three nor more than seven members, all of whom are permanent residents of New Zealand The initial members of the Board shall be the signatories to this deed
- (b) The Board shall appoint new, additional or replacement Trustees having regard to consideration of the desirability of the Board representing a cross-section of the community
- (c) The Board may by a motion decided by a two-thirds majority terminate any Trustee's membership of the Board if it believes that such action is in the best interest of the Trust
- (d) Subject to sub-clause (c), each Trustee shall continue to hold office until death, or retirement on giving written notice to the Board

#### **5 Powers**

In addition to the powers implied 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

- (a) To use the funds of the Trust as the Board thinks necessary or proper in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient
- (b) To purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Board thinks necessary or expedient for the purpose of attaining the purposes of the Trust and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges
- (c) To carry on any business
- (d) To invest surplus funds in any way permitted by law for the investment of Trust funds and upon such terms as the Board thinks fit, provided that such investments shall not be at less than market rates
- (e) To borrow or raise money from time to time with or without security and upon such terms as to priority and otherwise as the Board thinks fit



- (f) To do all things as may from time to time be necessary or desirable to enable the Board to give effect to and to attain the charitable purposes of the Trust

#### **6 Income to be Applied to Charitable Purposes**

No Trustee or person associated with a Trustee of the Board shall derive any income, benefit or advantage from the Trust except where that income, benefit or advantage is derived from

- (i) professional services to the Trust rendered in the course of business charged at no greater rate than current market rates, or
- (ii) interest on money lent at no greater rate than current market rates

#### **7 Proceedings of the Board**

- (a) The first meeting of the Board shall be held within three months from the date of this deed and such meeting shall be the first general meeting of the Board
- (b) The Board shall subsequently meet not less than three times in each year and at such other times and places as are determined and shall ensure that at least seven (7) days prior notice of any meeting and of the business to be transacted is given to all the Trustees Special meetings may be called at any time by the Chairperson at the request of three (3) Trustees Three (3) days notice of such special meetings shall be given to each member.
- (c) From the number the Trustees shall elect a Chairperson for such a period or periods as they think fit.
- (d) At any meeting of the Board 66% of Trustees personally present shall form a quorum
- (e) It is desirable that all matters before the Board shall be decided by consensus. Where a consensus decision cannot be reached, it shall unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes if the voting is tied, the motion shall be lost
- (f) A Secretary will be responsible for recording the minutes of all meetings of the Board and any such minutes when confirmed and signed by the Chairperson of the next meeting shall be accepted as a true and correct record of that meeting.
- (g) The decisions of the Board may be made and recorded by resolution passed without any meeting provided that any such resolution is confirmed at the next meeting
- (h) A resolution in writing signed by all the trustees entitled to receive notice

of a Board meeting is as valid and effective as if it had been passed at a meeting of the Board duly convened and held. A copy of any such resolution must be entered in the Minute Book.

- (i) Meetings may be held by telephone conference.

### **8 Accounts**

- (a) The Board shall keep true and fair accounts of all money received and expended.
- (b) The Board no later than three months after the end of every financial year of the Board, shall have the accounts of the Board for that financial year audited by an accountant appointed for that purpose.

### **9 Power to Delegate**

- (a) 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, and the committee or person, as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.
- (b) Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the trust.
- (c) Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.
- (d) It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

### **10 Common Seal**

The Board shall have a Common Seal which shall be kept in the custody of the Secretary, or such other officer as shall be appointed by the Board and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of and accompanied by the signature of two members of the Board.

### **11 Alteration of Rules**

The Board may by consensus or pursuant to a motion decided by Trustees, by supplemental deed make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition may detract from the exclusively charitable nature of the Trust.

### **12 Duration and Termination**

- (a) The Trust shall continue in perpetuity until the Trustees resolve that



the Trust be wound up in which event the Trust will be wound up

(b) On the winding-up of the Trust, after payment of costs debts and liabilities, full surplus assets shall be given to such exclusively charitable organisation(s) within New Zealand of a similar nature to the Trust as the Board decides to be used for exclusively charitable purposes

**13 Indemnity**

- (a) No Trustee or former Trustee shall be liable for any loss other than loss attributable to his or her personal dishonesty or willful commission of an act known to be a breach of trust. No Trustee shall be bound to take proceedings against another or former Trustee for any breach or alleged breach of trust by the other or former Trustee.
- (b) Each Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust for any personal liability which that Trustee may incur in any way in connection with that Trustee acting as a Trustee of the Trust provided that such liability is not attributable to that Trustee's own dishonesty or to the willful commission or omission by that Trustee of any act known by that Trustee to be a breach of trust

**IN WITNESS this deed is duly executed as below:**

**SIGNED** by the said Anna-Marie Dickinson )  
as Settlor



**SIGNED** by the said Michael David Dickinson )  
as Trustee



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