



## TRUST DEED OF THE SPECIAL OLYMPICS *[name]* TRUST<sup>1</sup>

This deed is made on *[date]*.

### PARTIES

*[name and addresses of trustees]* (Trustees)

*[name and addresses of trustee]* (Settlor)

### BACKGROUND

- A. The parties to this deed wish to establish a charitable trust in New Zealand (**Trust**) for the purposes described in clause 3 of this deed and to give effect to such desire are, at the same time, giving to the trust the sum of *[amount in words]* (\$ *[amount]*) to form the basis of a fund (**the Fund**) to be held for the purposes and on the terms set out in 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.

### OPERATIVE PROVISIONS

#### 1 Name

---

The name of the Trust shall be the "Special Olympics *[name]* Trust".

#### 2 Office

---

The office of the Trust shall be such place as the Board may determine.

#### 3 Purposes

---

3.1 **Purposes:** The purposes of the Trust are:

- (a) to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other Special Olympics athletes and the community, primarily within the geographic area of *[insert area]* or such other geographic area as determined by the Board following approval from Special Olympics New Zealand (**SONZ**) (**Geographic Area**);
- (b) to improve the lives of people with intellectual disabilities and, in turn, the lives of everyone they touch;
- (c) to empower people with intellectual disabilities to realise their full potential and develop their skills, talents and "their voices";
- (d) to provide opportunities for Athletes to become fulfilled and productive members of their families and the communities in which they live;
- (e) to assist SONZ in being a leader in the field of intellectual disability not just as a sports organisation but also as an effective catalyst for social change;

---

<sup>1</sup> **Notes to the Trust Deed:** items in blue may be changed by Clubs as appropriate to their circumstances.



- (f) to recruit more Athletes, to teach them new skills and provide exciting, fun and meaningful training and competition, leadership and health improvement opportunities;
- (g) to strengthen families and communities through participation and observation of Special Olympics activities, increased understanding, and creating an environment of equality, respect and acceptance;
- (h) to obtain and maintain accreditation with SONZ and comply with all SONZ reporting standards, general rules and accreditation standards; and
- (i) to lead, promote and enable fair and equal opportunities to be available to everyone to participate in the governance of the Trust and in the Trust's activities in their Geographic Area irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs or socio-economic status,

in each case for the benefit of the New Zealand public.

3.2 **Objects:** The objects of Trust will benefit the New Zealand public through:

- (a) greater integration and ultimately full inclusion of people with intellectual disabilities in their community;
- (b) increasing awareness and understanding of intellectual disabilities; and
- (c) improving the health of people with intellectual disabilities in the community.

3.3 **Object and powers independent:** Each of the objects and powers set out in this deed are to be construed independently of one another and are not to be limited by reference to any other object or power set out in this deed.

3.4 **Carried out within New Zealand:** All the objects of the Trust are to be carried out exclusively within New Zealand except where a Trust beneficiary is provided with funds in New Zealand for study or competition outside of New Zealand.

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

---

The Trust shall be administered by a Board of Trustees (**Board**) consisting of trustees (**Trustees**) who must be members of the Trust and who are elected by members of the Trust or appointed pursuant to clause 5.5.

#### 5 **Members of the Board**<sup>2</sup>

---

5.1 **Numbers:** The Board shall consist of not less than [number] nor more than [number] Trustees.

5.2 **Membership of Board:** The signatories to this deed shall be the first Trustees of the Board. Subject to this deed Trustees of the Board are elected at annual general meetings of the Trust by the members of the Trust.

5.3 **Composition of Board:** It is desirable that there be at least [one] Trustee who is an Athlete (**Athlete Representative**) and as a minimum there is diversity of gender among the Board.<sup>3</sup>

---

<sup>2</sup> Note: trustee can be appointed if Clubs do not wish to elect trustees.

<sup>3</sup> Note: the composition of the board can be amended.



- 5.4 **Nomination to Board:** Nomination for a position as a Trustee on the Board shall be by way of notice of nomination in writing endorsed with the consent of the nominee and given to the secretary not less than [24 hours] before the time fixed for 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 Board member shall be elected who has not consented to being nominated.<sup>4</sup>
- 5.5 **Vacancies:** Subject to clause 5.1, the Board shall have the power to co-opt further Trustees on the Board and to fill any casual vacancy on the Board, but in each case only until the next annual general meeting.
- 5.6 **Term:** Subject to clause 5.5, all Trustees shall be elected or appointed for a term of [two] years from the date of their election or appointment. A Trustee may serve further terms but no Trustee shall serve for more than a total of [six] years. Any time served as a Trustee pursuant to clause 5.5 shall not count towards a Trustee's maximum time served.
- 5.7 **Resignation:** Any Trustee may resign from the Board by giving no less than [30 days'] written notice to the remaining Trustees and such notice shall take effect from the date specified in the notice or, if there is no date specified, upon the expiry of [30 days] from the date the notice was received.
- 5.8 **Disqualified persons:** The following persons are disqualified from being appointed, or remaining, as a Trustee:
- (a) a person who is under 18 years of age;
  - (b) a person who is not or is not a registered member of SONZ;
  - (c) an undischarged bankrupt;
  - (d) a person who has been convicted of any offence and has been sentenced to a term of imprisonment of three months or more unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed upon that person;
  - (e) a person who is prohibited from being a director, or promoter of, or being concerned or taking part in the management of, a company under sections 382, 383 or 385 of the Companies Act 1993;
  - (f) a person who is subject to a property order made under sections 30 or 31 of the Protection of Personal and Property Rights Act 1988;
  - (g) a person who is an employee or a contractor of SONZ (excluding a person who acts for, or is appointed to an office of SONZ in a professional capacity); and
  - (h) a person disqualified under section 16(2) of the Charities Act 2005 (**Charities Act**).
- 5.9 **Removal from office:** The Trustees shall remove any one or more of their number if any of the circumstances in clause 5.8 occur or if they resolve to do so by 75% majority vote of the Trustees other than the Trustee being removed.
- 5.10 **Ceasing to hold office:** In addition to clauses 5.5 to 5.9 the following circumstances shall also result in a vacancy in a Trustee's term of office:

---

<sup>4</sup> Note: the process for nominating Trustees can be amended.



- (a) a Trustee who fails to attend [\[three\]](#) consecutive meetings of the Board without prior written notice and reasonable explanation (as determined by the other Trustees);
- (b) upon the death of a Trustee.

5.11 **Recording:** Every commencement, removal or cessation of office of any Trustee shall be recorded by the Board.

5.12 **Name of Board:** Upon incorporation under the Charitable Trusts Act 1957 (**Charitable Trusts Act**) the name of the Board shall be the "**Special Olympics** [\[name\]](#) Trust Board".

## 6 Proceedings of the Board

---

6.1 **Meetings:** The Board shall meet at such times and places as it determines and shall elect a chairperson from amongst the Trustees at its first meeting and at every subsequent annual general meeting.

6.2 **Meetings by other means:** A meeting of the Board may be held where one or more of the Trustees is not physically present at the meeting, provided that:

- (a) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of audio or audio-visual forms of communication.
- (b) If a failure in communications prevents the condition in sub-clause (a) from being satisfied and such failure results in the quorum not being met, the meeting shall be suspended until such condition is satisfied again. If this does not occur within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned.

Any meeting held where one or more of the Trustees is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Trustee is present at such place. If no Trustee is present at such place the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

6.3 **Officers:** The Board shall appoint the officers of secretary and treasurer. These offices may be combined. The secretary and treasurer need not be Trustees. [\[The secretary and treasurer will adhere to the role description outlined in the SONZ Club Handbook.\]](#)

6.4 **Chairperson:** The chairperson shall preside at all meetings of the Board at which they are present. In the absence of the chairperson from any meeting, the Board members present shall appoint one of their number to preside at that meeting.

6.5 **Quorum:** At any meeting of the Board a majority of Trustees shall form a quorum, and no business shall be transacted unless a quorum is present. SONZ staff shall be entitled to attend any meeting of the Board, but shall not form part of the quorum.

6.6 **Voting:** All questions before the Board shall be decided unanimously, except as otherwise provided in this deed. However, the default duty under section 38 of the Trusts Act does not apply so that where a unanimous decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a 75% majority of votes.

6.7 **Minutes:** The secretary shall keep minutes of all Board meetings which shall be available for inspection by Board members at reasonable times.



- 6.8 **Written Resolution:** A written resolution signed or assented to by email, or other form of visible or other electronic communication by the Board shall be as valid and have the same effect as a resolution validly passed at a meeting of the Board. Any such resolution may consist of several documents in like form each signed by one or more Trustees.
- 6.9 **Conflicts of interest:** If any Trustee has or may have a conflict of interest (as determined by the Trustees), the Trustee shall declare their interest in the minute book and may participate in the deliberations affecting the matter but s/he shall not vote on such matter and shall leave the meeting for any such vote, unless stated otherwise in this Deed.

## 7 Powers

---

### 7.1 General powers:

The Board may exercise the following powers in order to carry out its charitable purposes:

- (a) all the powers necessary to manage the Fund and the Trust including, in relation to the Fund, all the powers of an absolute owner of the Fund;
- (b) all the powers necessary to carry out the purposes of the Trust, including powers incidental to those in paragraph 8.1(a) and the powers contained in the Trusts Act 2019 (Trusts Act).

### 7.2 Specific powers:

In addition to the general powers referred to in clause 7.1 and those implied by the general law of New Zealand or contained in the Trusts Act, the Board shall have the following specific powers:

- (a) to undertake fundraising on behalf of the Trust within its Geographic Area (unless agreed otherwise in writing by SONZ) for sports training and competitions and collect funds to maintain and develop the Special Olympics programme in the Geographic Area;  
*[Carolyn – are you ok for Clubs to undertake fundraising outside their Geographic Area only with SONZ's consent?]*
- (b) 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.

### 7.3 Incorporation:

The Board will seek incorporation in accordance with the provisions of the Charitable Trusts Act and seek registration under the Charities Act. The Board acknowledges that it is a condition of accreditation to SONZ that it is registered under the Charities Act.

### 7.4 Employment:

Subject to clause 10, the Board may employ Trustees as agents, officers and staff.

### 7.5 Board to interpret:

If any difference of opinion arises as to the meaning of any provision of this deed or any other by-laws or governing or organisational documents, the difference will be determined by the Board, except if the difference of opinion arises at a general meeting, in which case it will be determined by the chairperson of the general meeting.

### 7.6 Saving:

If any circumstance should arise which, in the opinion of the Board is not provided for in this deed, it shall be determined by the Board in such manner as it deems expedient provided that the Board will act in a manner consistent with the charitable purposes for which the Trust has been established.

## 8 Trustee and Board Duties

---



8.1 **Duties:** Each Trustee and the Board, as the case may be, must:

- (a) know the terms of the Trust;
- (b) act in accordance with the terms of the Trust;
- (c) act honestly and in good faith;
- (d) hold or deal with the assets of the Trust and otherwise act to further the purposes of the Trust specified in clause 3;
- (e) exercise their powers for a proper purpose;
- (f) when administering the Trust, exercise the care and skill that is reasonable in the circumstances and, in the case of each Trustee, having regard, in particular, to:
  - (i) any special knowledge or experience that the Trustee has or that the Trustee holds out as having; and
  - (ii) if the person acts as a Trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession;
- (g) when exercising any power to invest the Fund, exercise the care and skill that a prudent person of business would exercise in managing the affairs of others and the default duty under section 30 of the Trusts Act does not apply;
- (h) not exercise a power of the Board directly or indirectly for the Trustee's own benefit except as authorised by clause 10 and except that where Trustee decisions are made to further the purposes of the Trust and direct or indirect benefits arise for the Trustee because the Trustee or a person for whom the Trustee is responsible or is associated with, is an athlete, parent, coach, volunteer or any other person involved with the Trust, such exercise of power is permitted and that the default duty under section 31 of the Trusts Act does not apply;
- (i) consider actively and regularly whether the Board should be exercising one or more of the Board's powers;
- (j) not bind or commit the Board to a future exercise or non-exercise of a discretion;
- (k) avoid a conflict between the interests of any Trustee and the interests of the Board or the purposes specified in clause 3;
- (l) act impartially when considering potential beneficiaries;
- (m) not make a profit from their trusteeship except as authorised by clause 10; and
- (n) not take any reward for acting as a Trustee, except as authorised by clause 10.

8.2 **No pecuniary profit:** Nothing in this deed shall permit the Trust to use its funds, or make its funds available, to be used for the private pecuniary profit of any member of the Trust or any person associated with any member of the Trust. For the avoidance of doubt, the term "private pecuniary profit" does not include remuneration or payments for services rendered reasonable and relative to that which would be paid in an arms-length transaction (being the open market value).

## 9 Trustee liability, indemnity and insurance

---



- 9.1 **Board liability:** The Board is liable for any expense or liability incurred by the Trust.
- 9.2 **Trustee indemnity:** Each Trustee is indemnified by the Trust in respect of:
- (a) any costs incurred by him or her in any proceeding that relates to liability for any act or omission by that person in his or her capacity as a Trustee in which judgment is given in his or her favour, or in which he or she is acquitted or which is discontinued; and
  - (b) any liability to any person other than the Trust for any act or omission in his or her capacity as a Trustee and costs incurred by him or her in defending or settling any claim or proceeding relating to such liability, not being criminal liability or liability in breach of any fiduciary duty owed by him or her to the Trust, and
  - (c) for the avoidance of doubt under no circumstances does this indemnity give a person an indemnity against the property of the Trust for liability for any breach of trust arising from the person's dishonesty, wilful misconduct or gross negligence.
- 9.3 **Insurance:** The Board may effect insurance for each Trustee in respect of any cost, claim, expense, loss or liability incurred in connection with any act or omission in his or her capacity as a Trustee, as the Board may determine.

## 10 **Income benefit or advantage to be applied to charitable purposes**

---

- 10.1 **Application:** Any income benefit or advantage shall be applied to the charitable purposes of the Trust.
- 10.2 **Influence:** Except as provided in clause 8 in relation to a direct or indirect benefit, no member of the Trust or person associated with a member of the Trust shall participate in, or materially influence, any decision made by the Trust in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever.
- 10.3 **Reasonableness required:** Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value).
- 10.4 **Payments to Trustees:** Subject to clauses 10.2 and 10.3, no Trustee or person associated with a Trustee may receive any pecuniary benefit from the Trust except where that income, benefit or advantage is derived from:
- (a) professional services to the Trust rendered in the course of business charged at no greater rate than current market rates; or
  - (b) interest on money lent at no greater rate than current market rates; or
  - (c) reimbursement for expenses pursuant to clause 9.2.

## 11 **Accounts**

---

- 11.1 **Bank accounts:** The Board shall keep an account or accounts at such bank or banks or financial institutions as they shall from time to time determine. All payments of funds by the Trust must be authorised in such manner as determined by the Board.
- 11.2 **True and fair accounts:** The Board shall keep true and fair accounts of all money received and expended.



- 11.3 **Financial statements and audit:** The Board shall, as soon as practicable after the end of every financial year prepare the financial statements of the Trust for that financial year. [The information prepared shall include a statement of position, a statement of financial performance and notes to those statements giving a true and fair view of the financial position of the Trust for that financial year.] Such financial statements may be audited or financially reviewed by a suitably qualified person and preferably a member of the Institute of Chartered Accountants appointed by the Board for that purpose. The Board shall present the financial statements to the annual general meeting of the Trust together with an estimate of income and expenditure for the current year.
- 11.4 **Financial Year:** The financial year of the Trust will commence on 1 January and end on 31 December of the same calendar year.
- 11.5 **Preparation and filing of documents and other information:** The Board must cause to be prepared, and retained and/or filed with any relevant authority all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations, applications, forms and other information required to be prepared or filed, pursuant to any revenue legislation or, the Charities Act.

## 12 Power to delegate

---

- 12.1 **Power to delegate:** The Board may from time to time appoint any committee and may delegate, in writing, any of its powers and duties (except for any powers held by the Board that cannot be delegated under the Trusts Act or its power of delegation under this clause 12.1), 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 (other than this power of delegation).
- 12.2 **Delegate bound:** Any committee or person to whom the Board has delegated powers or duties shall be bound by the terms of this deed.
- 12.3 **Delegation revocable:** 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.
- 12.4 **Delegate need not be Trustee:** 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 Trustee.
- 12.5 **Delegation by Trustee:** A Trustee cannot delegate all or any of their powers or functions under this deed.

## 13 Annual general meeting

---

- 13.1 **Time and place of meeting:** The annual general meeting of the Trust shall be held each year in one of the months of February, March or April at such place, date and time as the Board shall determine.
- 13.2 **Business of meeting:** The annual general meeting shall carry out the following business:
- (a) receive the minutes of the previous annual general meeting and of any other special general meeting held since the last annual general meeting; and
  - (b) receive the Trust's reviewed or audited financial statement for the preceding year and an estimate of income and expenditure for the current year; and





- (c) receive reports from the Chair and the treasurer; and
- (d) subject to clause 5, elect Trustees for the Board; and
- (e) receive reports on each sport offered by the Trust; and
- (f) consider and decide any other matter which may properly be brought before the meeting.<sup>5</sup>

## 14 Special general meeting

---

- 14.1 **Secretary may call meeting:** A special general meeting of the members of the Trust shall be called by the secretary on receipt of a request in writing for such a meeting stating the reason for having the meeting and signed by not less than [number]% members of the Trust.
- 14.2 **Notice of meeting:** The prescribed notice calling a special general meeting shall state, in general terms, the business for which the meeting is called and at that meeting only the business so stated shall be discussed.

## 15 Procedure for general meeting

---

- 15.1 **Definition:** In this deed the term "**general meeting**" includes both an annual general meeting and a special general meeting.
- 15.2 **Notice of meeting:** [Number] days' written notice of each general meeting shall be given to all members of the Trust. The Trustees may determine the methods of giving notice. This notice shall state that the meeting is the annual general meeting or a special general meeting as the case may be and shall specify the place, date and time at which the meeting is to be held.
- 15.3 **Meetings by other means:** A general meeting may be held where one or more members of the Trust is not physically present at the meeting, provided that:
  - (a) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of audio or audio-visual forms of communication.
  - (b) If a failure in communications prevents the condition in sub-clause (a) from being satisfied and such failure results in the quorum not being met, the meeting shall be suspended until such condition is satisfied again. If this does not occur within [15] minutes from the interruption the meeting shall be deemed to have terminated or adjourned.

Any meeting held where one or more of the members of the Trust is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a member of the Trust is present at such place. If no member of the Trust is present at such place the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

- 15.4 **Quorum:** [Half][A 75% majority] of the members of the Trust personally present (including by means of audio or audio-visual forms of communication) shall constitute a quorum for a general meeting. SONZ staff shall be entitled to attend any general meeting but shall not form part of the quorum.

---

<sup>5</sup> Note: additional business to be carried out at the AGM can be included.



15.5 **Chairperson:** The chairperson of the Board or the chairperson's nominee shall chair each general meeting.

15.6 **Voting:**

- (a) All questions at a general meeting shall be decided by unanimously. However, if a unanimous decision cannot be reached on any question, it shall, subject to clause 16, be put as a motion to be decided by a 75% majority of votes.
- (b) Each member of the Trust aged 18 or over (excluding Patrons) shall have only one vote.
- (c) Voting shall be by show of hands except in relation to the election of Trustees, which shall be by secret ballot or by any method determined by the Board, provided that in the absence of any determination by the Board it shall be determined by the chairperson of the meeting.
- (d) If there is an Athlete Representative on the Board, the Athlete Representative shall be elected by the Athletes aged 18 or over.

## 16 Membership of the Trust

---

16.1 **Members:** Any person who agrees with the purposes of the Trust may, subject to the Board's approval, become a member of the Trust by application in writing, provided the person is a member of SONZ.

16.2 **Membership provisions:**

- (a) Membership to SONZ must be made through the formal Athlete and Volunteer registration process administered by SONZ.
- (b) Members of the Trust must comply with all SONZ membership standards and requirements.
- (c) Members of the Trust may be a member of more than one Special Olympics club at any one time, but must specify which Special Olympics club is their primary club for the purposes of voting.

16.3 **Cessation of membership:** A member of the Trust ceases to be a member if the member:

- (a) dies; or
- (b) resigns their membership in writing to the secretary; or
- (c) ceases to be active in the Trust's activities for a period of [twelve] months; or
- (d) fails to maintain their membership to SONZ or has their membership cancelled by SONZ; or
- (e) has their membership cancelled by the Board in accordance with the SONZ complaints, disciplinary and appeals process, or such other complaints and disciplinary process adopted by the Board.



## 17 Patrons<sup>6</sup>

---

- 17.1 **Patrons:** The Board may appoint Patrons who are well-known in the community, and/or who have achieved at a national or provincial level in [*sport*][*Special Olympics*]. The Board is responsible for setting clear expectations for Patrons.
- 17.2 **Appointment of patrons:** The Board shall consider the candidates for the position and approach the selected persons before the annual general meeting. The term of a Patron shall be left to the discretion of the Board in conjunction with the respective Patron.
- 17.3 **Role of patrons:** The role of the Patrons should be relevant to the purposes of the Trust and defined by the Board. Patrons should confirm that they understand and will perform the requirements before accepting the position.

## 18 Execution of documents

---

- 18.1 **Execution:** Subject to clause 19.2, all documents required to be executed by the Board shall be deemed to be validly executed and binding if those documents have been entered into and executed by the authority of a resolution passed by the Board at a properly constituted Board meeting or in accordance with clause 6.8 and signed by at least two Trustees or any other person appointed by the Board for that purpose.
- 18.2 **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 Trustees.

## 19 Alteration of deed

---

This deed may be altered, added to, rescinded or otherwise amended by a resolution passed by a 75% majority at a meeting of the Trustees, provided that no such amendment shall:

- (a) alter the charitable purpose of the Trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not charitable; or
- (b) be effective until registered with and accepted under the Charities Act by the Charities Services.

## 20 Notices

---

Any notice to be given to the secretary under this deed must be in writing signed by the person giving the notice and served at the office of the Trust. Any notice or document so served will be deemed to be duly given:

- (a) if delivered by hand, when so delivered;
- (b) if delivered by post, on the third working day after posting; or
- (c) if sent by e-mail, on the sender's receipt of an e-mail message indicating that the e-mail has been opened at the recipient's terminal.

---

<sup>6</sup> Note: Clubs can decide if they wish to have patrons, alternatively or in addition, they could have life members of the Club.



## 21 Winding up and dissolution of assets

---

- 21.1 **Winding up:** The Trust may be wound up by a resolution passed by a 75% majority at a meeting of the Trustees.
- 21.2 **Distribution of the Fund on winding up:** If, either on the winding up, failure or dissolution of the Trust, or in the case of the Board having incorporated in accordance with the provisions of the Charitable Trusts Act on the liquidation of the Board or on its dissolution by the Registrar, there remains after payment of all of the Trust's debts and liabilities any property or assets whatsoever, they shall be given or transferred to SONZ, to be held in trust for future Special Olympics activity in the former Trust's Geographic Area. If the Board is unable to make such decision, such property shall be disposed of in accordance with the directions of a Judge of the High Court pursuant to section 27 of the Charitable Trusts Act on the application of any member of the Board.

## 22 Governing law

---

This deed is governed by New Zealand law. The Trustees submit to the non-exclusive jurisdiction of all courts having jurisdiction in New Zealand.

## 23 Interpretation

---

23.1 **Interpretation:** In this deed:

- (a) Headings are for guidance only and shall not affect the interpretation of this deed.
- (b) Words importing the singular also include the plural or vice versa.
- (c) Any reference to any legislation shall be deemed to be a reference to any legislation passed in substitution.

23.2 **Definitions:** In this deed:

**Athlete** means a member of the Trust who is registered with and eligible for participation in Special Olympics activities authorised by SONZ and active in training or competition within a calendar year;

[SONZ Club Handbook means all SONZ rules and policies applicable to clubs.]

Executed as a deed on [date].

Signed by [name of Settlor] in the presence of:

\_\_\_\_\_  
[name of Settlor]

\_\_\_\_\_  
Witness



\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

Signed by [*name of Trustee*] in the presence of:

Signed by [*name of Trustee*] in the presence of:

\_\_\_\_\_  
[*name of Trustee*]

\_\_\_\_\_  
[*name of Trustee*]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

DRAFT