

# Wilderland Trust Deed

THIS DEED made the 18<sup>th</sup> day of November 1989 by the persons named and described in the First Schedule hereto (in this Deed, together with survivors of them or the trustees for the time being of this Deed, called “the Trustees”).

WHEREAS the Trustees are members of a community called WILDERLAND, situated on land at Comers Road near Whitianga (referred to herein as “the Wilderland Property”) and more particularly described in the Second Schedule hereto.

AND WHEREAS the Trustees have deemed by unanimous vote that the business and objectives of the Wilderland community are suited to the formation of a Charitable Trust.

AND WHEREAS the Trustees DAN HAIG HANSEN and EDITH MURIEL EMERSON HANSEN are at the date of this Deed owners of the Wilderland property but would wish to transfer the said land to such a trust were it formed.

AND WHEREAS the Trustees being prepared to act as the initial Trustees of the assets of such Trust including the said land have agreed to execute this Deed for the purpose of declaring trusts upon which such assets shall be held, and to apply for incorporation as a Board under Section 7 of the Charitable Trusts Act 1957.

## NOW THIS DEED WITNESSETH:

1. THE name of the Board is THE WILDERLAND TRUST. The Trustees and their successors in office shall collectively be called THE WILDERLAND TRUST BOARD (in this deed alternatively called “the Board” and “the Trustees”).

2. THE Board declares it shall stand possessed of all moneys assets and other property whether real or personal and whatsoever nature and description which from time to time may be transferred to or paid to or held under the control of or vested in the Board from any source whatsoever (whether by way of transfer gift devise bequest purchase exchange investment or otherwise) together with the income arising therefrom with the direction or intention that the Board shall hold the same upon the trusts and with and subject to the powers and provisions of this deed (all such and other moneys assets and property of which the Board so stands possessed from time to time and at all times being in this Deed called “the Trust Fund”) UPON THE TRUSTS and subject to the conditions and with the powers hereinafter appearing (but in any event the activities of the Trust being limited to New Zealand) :

- (1) To provide the environment, facilities and resources necessary for the whole education and development of people (children, youths and adults) and to maintain an open response to whosoever would wish to learn. (While the value of academic, technical and economic skills are readily to be recognised, the educational work of the trust should encompass pupils and teachers understanding relationship, this ability being seen as providing a life-long opportunity to learn and live happily).
- (2) To advance and encourage education and the acquiring of skills including accepting pupils people wishing to learn practical techniques including orcharding, carpentering, beekeeping, organic gardening, machinery maintenance, welding, roadmaking, baking as well as retailing, artistic and cultural skills, and including the establishment and maintenance of a reference library.
- (3) To carry out research and experimentation into methods of organic growing/biological control to promote ecological balance and good health and to participate in the introduction of new plants and the development of new food crops.
- (4) To promote the discovery, development, and use of low impact and renewable energy systems.
- (5) To encourage personal creativity and initiative.
- (6) To maintain any property of the Trust as an area for living free from drugs and as far as possible all harmful substances.
- (7) To protect the purity and sustainability of the natural environment and in particular to facilitate the regeneration of native flora and fauna on land held under title or control of the Trust.
- (8) To maintain and facilitate the further development of Wilderland as a common ground whereon people can come together simply as human beings undivided by status, nationality, race, culture, sex, religion or any ideology, such a meeting place being significant to whole education and the realisation of world peace.
- (9) To do any act deed or thing which may be conducive to the attainment of the above objects or any of them.
- (10) To pay costs expenses and charges arising out of and incidental to the administering of the Trust Fund.
- (11) By the unanimous resolution of the Trustees to revoke or vary or add to any of the provisions of these presents so long as such revocation variation or addition does not affect the charitable nature and/or status of the Trust and is not inconsistent with the general scope of the objects of these presents.

3.(a) THE Trustees shall promote the aims objects and purposes of the Trust and in acting on the Trust's behalf, in addition to all the other powers herein contained and conferred by law, the Trustees shall in so promoting and giving effect to the said aims objects and purposes have the following additional powers and authorities:

- (i) To receive moneys and deposits and other assets and property of whatsoever nature and description, collect funds and raise money by all lawful means and receive accept and enlist financial and other aid subscriptions donations and bequests from any source and conduct fundraising campaigns in order to further the charitable purposes objects and activities of the Trust. Any gift endowment or bequest made to the Trust may be received and accepted generally or for the purpose of any specific objects and the Trust may accept and carry out any Trusts attached to any gift, endowment or bequest accepted by it, provided the same are not inconsistent with nor contrary to the provisions of this Deed or to the objects and purpose of this Trust.
- (ii) To make known and further the objects and activities of the Trust and advise the manner in which the funds have been, are being, or will be applied.
- (iii) To carry on any businesses undertakings or operations (and for that purpose to stock any class of goods) which may seem to the Trustees capable of being conveniently or profitably carried on in connection with or in furtherance of and subject to the aims and objects herein stated and not inconsistent therewith, nor contrary thereto, or which may be calculated directly or indirectly to enhance the value of or render profitable any part of the Trust's undertaking assets property or right.
- (iv) To purchase, take on lease, take in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Trustees may think necessary or convenient for the purposes of the Trust and in particular any land, buildings, easements, rights of way, restrictive covenants, licence rights, machinery plant and stock in trade.
- (v) To sell lease exchange bail grant licences in respect of or otherwise deal with or dispose of the Trust's undertaking or any part thereof or any property or interest in any property rights, concessions or privileges belonging to this Trust or over which this Trust shall have any right or power of disposal either together or in portions to any firm, person, trust, company or corporation for such consideration or premium as the Trustees may think fit.
- (vi) To borrow or raise money or secure the payment of money or the satisfaction or performance of any obligation or liability incurred or undertaken by the Trust in such a manner as the Trustees may think

fit, and in particular by a mortgage or charge or lien upon the whole or any part of the Trust's property or assets (whether present or future) and to purchase, redeem or pay off any such securities.

- (vii) To lend and advance money or give credit or to give guarantee or become security for the payment of moneys or the performance of contracts or obligations by any firm person trust company or corporation and otherwise to assist any firm, person, trust, company or corporation.
- (viii) To invest and deal with the monies or assets of the Trust in such a manner as may from time to time be determined and in particular to invest the same in any of the investments, for the time being allowed by the law of New Zealand, for the investment of trust funds or on mortgage or by purchase of real leasehold or personal property shares or securities or by depositing the same with any Bank, Company, Firm, Trust, Corporation or person at interest and from time to time to vary such investments.
- (ix) To support or subscribe to or establish or aid in the establishment and support or association institutions provident and benefit funds trusts societies or clubs which may in any way be for the benefit of the Trust or which may be connected with any town or place where the Trust carries on any business operation or activity and to give pensions gratuities or charitable aid to any person or persons who have served the Trust and the relatives or dependents of such persons or any person or persons who in the opinion of the Trustees is or are in need.
- (x) To erect, construct, maintain, alter, improve, enlarge, pull down, remove or replace, manage and control any buildings shops stores or other works and conveniences which may seem to the Trustees likely to advance the Trust's interests directly or indirectly or to contribute or subsidise or join with any person, firm, trust, company or corporation in so doing or otherwise assist or take part in the construction, improvement, maintenance, working, management, carry out or control of any such works.
- (xi) To acquire for the purposes of the Trust whether absolutely or for any interest less than absolute or to construct and to manage and work any engines, motor or other vehicles whatsoever, motor vessels, aircraft or machinery of any kind whatsoever.
- (xii) To apply for purchase or otherwise acquire any patents, rights, copyrights, trade marks, formula, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes or objects of the Trust or the acquisition of which may seem calculated directly or indirectly to benefit the Trust and to use exercise, develop or grant licences in

respect of or otherwise turn to account the property rights or information so acquired.

- (xiii) To delegate all or any of its powers duties and responsibilities to an Executive Committee or to sub-committees of the Trust upon such terms and conditions as the Trustees shall think fit and in particular the Trustees may prescribe rules and regulations and a quorum for meetings of any such Executive Committee or sub-committee and may otherwise regulate and limit the powers duties and responsibilities of such Executive Committee or sub-committee.
- (xiv) To exercise all the powers conferred on the Trustees by the way of legislative enactment and any amendments or re-enactment thereof including applying for this incorporation under the Charitable Trusts Act 1957.
- (xv) To do all such things as in the opinion of the Trustees may be incidental or conducive to the attainment of the aims objects and powers of the Trust or the exercise of any of the powers herein contained.

(b) None of the powers or authorities conferred on the Board by this clause and any preceding clause or otherwise:-

- (i) Shall be deemed subsidiary or ancillary to any other power or authority and the Board shall be entitled to exercise all or any of the said powers and authorities independently of any other or others of them. In the event of any ambiguity this provision shall be construed so as to widen and not restrict the powers of the Trustees;
- (ii) Shall authorise or empower the Trustees other than to do such things as are directly or indirectly conducive or incidental to or in accordance with the furtherance attainment and promotion of the aims objects and purposes of the Trust (and in particular may not be construed to enable the funds of the Trust to be used for the benefit of the Board or its members).

4.(a) THE Trustees shall be the first members of the Board. The Board shall decide from time to time the number of Trustees who shall form the Board but such numbers shall not be less than five and at all times a majority of the Trustees shall be residents of the Wilderland property. The Trustees shall, consistent with the requirements above, have power at any time and by the resolution of 90% of their members to appoint any person to be a Trustee either to fill a vacancy or as an addition to the existing Trustees.

- (b) As settlors of the Trust each of the Trustees Dan Haig Hansen and Edith Muriel Emerson Hansen shall be Trustees for life or until such time as either may wish to relinquish the position (such resignation to be made in writing)

- (c) Apart from a Trustee's dying, vacancies in respect of Trustees other than Dan Haig Hansen and Edith Muriel Hansen shall occur in the following ways.
- (i) Appointment as a Trustee shall be for a period of three years and upon the expiring of that time the position held by a Trustee shall become vacant. A retired Trustee shall be eligible for reappointment. The election of incoming Trustee/s shall be determined by the remaining Trustees of the Board.
  - (ii) If in the opinion of at least 90% of the other Trustees expressed by a formal resolution a Trustee is for any reason unable or unfit to carry out his or her duties as a Trustee, such a Trustee shall be retired as at the date of such resolution.

5. PROVIDED that nothing is done inconsistent with anything expressly set forth herein, the Board shall regulate its own procedure for the conduct of its meetings. The Trustees shall on an annual basis appoint one of their number to be Chairperson to preside at the meetings of the Board for that annual period. Decisions of the Board (with the exception of any decisions to vary these Rules or to sell or mortgage any land in the ownership of the Trust which shall require a Unanimous resolution) shall be made by a resolution of the equivalent of at least 90% of the members of the Board. A quorum of the Board shall consist of not less than one half of the total number of trustees being present in person; a Trustee may vote in person or by another Trustee as her or his proxy and it shall be sufficient for a proxy to be produced at the meeting at which it is desired to be used. The Board shall also elect from its members a Secretary and a Treasurer which offices may be at the Board discretion be vested in one and the same person. In lieu of so doing however the Board may in its discretion appoint a selected person or persons to the offices of Secretary and/or Treasurer and may remunerate such person or persons for services to the Board as the Board may think fit. A memorandum signed by the equivalent of 90% of the members of the Board shall have the same effect as a resolution to that effect duly passed at a meeting. Any such memorandum may consist of a number of documents in like form each signed by one or more members.

6. THE Board shall hold regular meetings and additional special meetings may be called either by the Chairperson or following a notice signed by any three or more Trustees. Except in the event of a special resolution for a particular meeting, all meetings shall be held at the Wilderland property. At least seven clear days of notice of all meetings shall be given; in respect of any Trustees who live other than on properties owned or under the control of the Trust, such notice shall be deemed to have been served when delivered to the Trustee in the ordinary course of post. The Board shall keep minutes of all its proceedings in relation to the affairs of the Trust and the production of any minutes so recorded purporting to be signed by the Chairperson shall be prima facie evidence of such matters referred to in such minutes having been authorised done or passed by the Board.

7. THE Board shall cause proper account to be kept which shall constitute a full true and complete record of the receipts and payments of the Trust Fund and of the Trust's financial affairs and transactions. These books of account shall be kept at the registered office of the Board or at such other place or places as the Board thinks fit and shall be open to inspection by any member of the Board at all reasonable times. The Board shall appoint an auditor (and may vary such appointment) who shall make an annual audit as at the annual balance date and deliver a report to the Board. Every trustee and every officer of the Board shall immediately produce to the auditor all such accounts books papers and documents relating to the affairs of the Board as the auditor may require. The Board will following June 30<sup>th</sup> in each year (or such other balance date as the Board may adopt, herein referred to as "the annual balance date") have prepared statements of account showing the capital assets and liabilities of the Trust Fund at that date and a balance sheet of the Trust's profits losses and all receipts for payments income and expenditure during the year ended on that date.

8. THE Board shall hold a meeting every calendar year as its annual meeting as soon as is practicable after its annual balance date. The business at the annual meeting shall be:

- (i) To receive an annual report and duly audited statements of account, balance sheet and statement of the Trust's receipts and payments and income and expenditure account for the financial year ending on the balance date.
- (ii) To deal with the election of any further Trustees.
- (iii) To deal with any business arising from the foregoing and to discuss any recision altering or addition to the provisions of this Deed..

9. THE Board shall provide itself with a Common Seal for use in signing contracts and documents to which it is party and shall provide for the custody of such Common Seal which shall not be affixed to any document except pursuant to a resolution of the Board and in the presence of at least two members of the Board who shall also add their signatures to the document as witnesses to the affixing of the Common Seal.

10. THE Registered Office of the Trust shall be at Wilderland property or at such other place as the Board may from time to time determine and due notice of any change of office shall be given to the Registrar or as may be prescribed by any legislative enactment.

11. THE members of the Board shall not nor shall any of them be under any personal liability in connection with the affairs of the Trust or in any way howsoever under these presents nor should any member be personally liable for or in connection with the Trust hereof nor liable for any loss not attributable to his or her own dishonesty or wilful breach of trust.

12. THE Trustees may at their annual or at a special meeting by a resolution of the equivalent of 90% of their number make by-laws in addition hereto provided that no such by-laws shall be valid if they in any way conflict or are inconsistent with the provisions herein contained and unless a copy of such proposed by-laws has been provided to each Trustee not less than 7 clear days prior to the meeting called to consider such proposals.

13. ON the winding up of the Board or its dissolution all surplus assets administered by it shall (after the payment of all costs disbursements and liabilities) be disposed of as the High Court of New Zealand shall direct pursuant to Section 27 of the Charitable Trusts Act 1957 or any substitutionary enactment thereof.

FIRST SCHEDULE

|                             |                  |           |
|-----------------------------|------------------|-----------|
| Dan Haig Hansen             | Horticulturalist | Whitianga |
| Edith Muriel Emerson Hansen | Housewife        | Whitianga |
| Paul John Leck              | Gardener         | Whitianga |
| Don John O’Flaherty         | Labourer         | Whitianga |
| Denis Clive Elwell          | Gardener         | Whitianga |
| Ann Chapman                 | Mother           | Whitianga |

SECOND SCHEDULE

An estate in fee simple being all that parcel of land containing 73.0700 hectares more or less being Lot 2 on Deposited Plan S.23515 an being part Sections 10 and 12 Block I Whitianga Survey District and being all the land comprised and described in Certificate of Title Volume 22D folio 792 (South Auckland Land Registry)

SUBJECT TO:

- (i) (as to part formerly C.T. 1033/151) Section 315 Land Act 1924
- (ii) (as to part formerly C>T> 14D/761) Section 59 Land Act 1948
- (iii) Transfer granting a right of way to part Kirehe Block

IN WITNESS WHEREOF the presents have been executed this 18<sup>th</sup> day November 1989.

SIGNED by the said )  
DAN HAIG HANSEN in ) (Dan’s signature)  
the presence of:- )

Witness: .....  
Occupation: .....  
Address: .....



SIGNED by the said )  
EDITH MURIEL EMERSON ) (Edith's signature)  
HANSEN in the presence )  
of:- )

Witness: .....  
Occupation: .....  
Address: .....

SIGNED by the said )  
PAUL JOHN LECK ) (Paul's signature)  
in the presence of:- )

Witness: .....  
Occupation: .....  
Address: .....

SIGNED by the said )  
DON JOHN O'FLAHERTY ) (Don's signature)  
in the presence of:- )

Witness: .....  
Occupation: .....  
Address: .....

SIGNED by the said )  
ANN CHAPMAN ) (Ann's signature)  
in the presence of:- )

Witness: .....  
Occupation: .....  
Address: .....

SIGNED by the said )  
DENIS CLIVE ELWELL ) (Denis's signature)  
in the presence of:- )

Witness: .....  
Occupation: .....  
Address: .....

# MEMORANDUM TO THE WILDERLAND DEED OF TRUST

CREATED 16 OCTOBER 1995 AND AMENDED 1 JULY 2013 AND 8 JUNE 2015

PURSUANT TO CLAUSE 2(9) OF THE TRUST DEED DATED 18 NOVEMBER 1989

Persons coming to the property described in the Second Schedule to the Trust Deed dated 18 November 1989 ("the Wilderland property) may do so only on acceptance of the following provisions.

- 1 They do so entirely of their own free will and accept full responsibility for their decision.
- 2 The Trust operates an organic horticultural farm and business.
- 3 Persons who come to the Wilderland property do so with the intention to assist the Trust with this work.
- 4 Since those persons have come on a voluntary basis, they are regarded by the Trust Board as volunteers and are not necessarily entitled to remuneration.
- 5 While those persons are living at the Wilderland property, the Trust Board or its appointed agents so authorised are the only bodies able to make valid decisions concerning their presence on, or eviction from, the Wilderland property. In the event of people being asked to leave, a reasonable time will be given for removal of their property and relocation elsewhere.
- 6 Persons present at the Wilderland property fall into one of the following categories:
  - (a) Visitors: new arrivals or people who return for short stays
  - (b) Students: people who have come to study particular subjects and skills
  - (c) Long term participants: people taking hands on responsibility for certain aspects of the work
  - (e) Trustees: people willing to assist with the administrative work of the Trust Board, and having been seen as suitable to be appointed by the existing Trust Board, as stated in the deed of trust dated 18 November 1989
- 7 Persons bringing household furniture, tools and chattels are able to do so for their comfort and convenience but the Trust Board accepts no responsibility for their safekeeping. Furthermore, that by their so doing no rights of tenure or residency at the Wilderland property are conferred or implied upon those people.
- 8 Persons on the Wilderland property take full responsibility for their own safety and wellbeing and that of their children and friends.

- 9 Work organisation and the setting down of work priorities will be directed by the work managers appointed by, and in consultation with, the Trust Board or its appointees so authorised. Suggestions concerning the current ways and means, or proposals for new ventures, are invited from individuals.
- 10 Anyone is free to leave the Wilderland property at any time but it would be appreciated if they gave notice of that intention beforehand, where possible.
- 11 Persons who come to take part in the work of the Trust are not required to apply or transfer their personal money, capital, assets or property to the Trust.
- 12 In the event of people leaving the Wilderland property, or being required to leave the Wilderland property, no claim for any equity, asset, property or money created directly or indirectly during the period of their residency at the Wilderland property will be accepted by the Board.
- 13 Any private money or assets made available to the Trust are, unless otherwise declared by the Trust Board, made on a strictly donated basis and have no right or privileges attached to them. Money or assets otherwise transferred to the Trust will be subject to a written contract or agreement signed by both parties.
- 14 In some circumstances, temporary employment “outside” the Wilderland property, taken by people living at the Wilderland property, may be seen as worthwhile for training, education, social or economic reasons. Any such arrangement will be a matter for discussion and agreement between the individual(s) concerned and the Trust Board or the Trust’s appointed agents so authorised.
- 15 Any structures erected on the Wilderland property, or money invested, or business enterprises developed for the Wilderland Trust, remain the property of the Trust.
- 16 The Trust Board cannot provide or guarantee security. It will not further or support anyone’s demand for security. The view of the Trust Board is that an incidental or natural element of security arises when it has not been contrived nor is there any obsession with it. Security of the right kind is seen as the corollary of good, unselfish, greed-free relationships.
- 17 The Trust Board, as administrator of a charitable trust, bears responsibility for its application to the good of the public at large. In this capacity, that Trust Board is answerable for its actions to those who administer the Charitable Trusts Act 1957. It is not within the Trust Board’s power to represent the limited interests of any minority group.

The Trust Board reserves the right to amend or add to this memorandum.

**Dated the 8<sup>th</sup> day of June 2015**

Signed by:

---

Joshua Mainwaring  
as Chairperson in the presence of

---

(Signature of Witness)

---

(Name of Witness)

---

(Occupation of Witness)

---

(Address of Witness)

Signed by:

---

Peter Matai Johnston  
as Secretary in the presence of

---

(Signature of Witness)

---

(Name of Witness)

---

(Occupation of Witness)

---

(Address of Witness)

Signed by:

---

Kennedy Baird  
as Treasurer in the presence of

---

(Signature of Witness)

---

(Name of Witness)

---

(Occupation of Witness)

---

(Address of Witness)



**Dated the 8<sup>h</sup> day of June 2015**

Signed by:

\_\_\_\_\_  
Simeon McLean  
as Trustee in the presence of

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Occupation of Witness)

\_\_\_\_\_  
(Address of Witness)

Signed by:

\_\_\_\_\_  
Lihi Shaky  
as Trustee in the presence of

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Occupation of Witness)

\_\_\_\_\_  
(Address of Witness)

**Dated the 8<sup>th</sup> day of June 2015**

Signed by:

---

Shai Brod  
as Trustee in the presence of

---

(Signature of Witness)

---

(Name of Witness)

---

(Occupation of Witness)

---

(Address of Witness)

Signed by:

---

Jessica Holdaway  
as Trustee in the presence of

---

(Signature of Witness)

---

(Name of Witness)

---

(Occupation of Witness)

---

(Address of Witness)