

Decision released from confidential session			
Recommendation from (agenda report)	Date of meeting	Recommendation to (decision-making meeting)	Date of meeting
Community and Recreation Committee	2 December 2021	n/a	n/a
Report Title and number			
Nelson Centre of Musical Arts - Extension of Trustee Appointment R26190			
Documents released			
Report (R26190), Attachments (A1923812 and A2767919) and the decision			
Decision			
Resolved			
<p>That the Community and Recreation Committee</p> <ol style="list-style-type: none"> 1. <u>Receives</u> the report Nelson Centre of Musical Arts - Extension of Trustee Appointment (R26190) and its attachments (A1923812 and A2767919); and 2. <u>Appoints</u> Mark Christensen as a Trustee for the Nelson Centre of Musical Arts for an extended term of up to six months, while recruitment is taking place for two Council appointed Trustees; and 3. <u>Agrees</u> that Report R26190), Attachments (A1923812 and A2767919) and the decision be made publicly available once the Trust has been notified of the decision. 			
			<u>Carried</u>

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Item 4: Nelson Centre of Musical Arts - Extension of Trustee Appointment

Community and Recreation
Committee



2 December 2021

REPORT R26190

Nelson Centre of Musical Arts - Extension of Trustee Appointment

1. Purpose of Report

- 1.1 To confirm extending the term of Mark Christensen as Trustee of Nelson Centre of Musical Arts while recruitment is undertaken for two Council Appointed Trustees.

2. Recommendation

That the Community and Recreation Committee

1. ***Receives** the report Nelson Centre of Musical Arts - Extension of Trustee Appointment (R26190) and its attachments (A1923812 and A2767919); and*
2. ***Appoints** Mark Christensen as a Trustee for the Nelson Centre of Musical Arts for an extended term of up to six months, while recruitment is taking place for two Council appointed Trustees; and*
3. ***Agrees** that Report R26190), Attachments (A1923812 and A2767919) and the decision be made publicly available once the Trust has been notified of the decision.*

3. Exclusion of the Public

- 3.1 This report has been placed in the confidential part of the agenda in accordance with section 48(1)(a) and section 7 of the Local Government Official Information and Meetings Act 1987. The reason for withholding information in this report under this Act is to:

- Section 7(2)(a) To protect the privacy of natural persons, including that of a deceased person

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4. Background

4.1 The Nelson School of Music, trading as Nelson Centre of Musical Arts (NCMA) is governed by a board of six Trustees, including two Trustees appointed by Nelson City Council, as set out in the Trust Rules (Attachment 1, clauses, 7.1 and 7.7).

4.2 The Trust Rules state that the Board includes:

7.7 Two Trustees appointed by the Nelson City Council (the Appointed Trustees) who may appoint and maintain in office (but not exceeding a period of nine years) the appointed trustees provided that the trustees appointed shall be interested in and able to promote the objectives of the Trust.

4.3 The Trust Board currently has five current members:

4.3.1 Jan Trayes: Chairperson, first appointed June 2015, current term ends July 2023 (Member Trustee)

4.3.2 Mark Christensen: first appointed December 2014, term ends December 2021 (Council Appointed Trustee)

4.3.3 Alex Davidson: first appointed November 2018, current term ends November 2024 (Board Appointment)

4.3.4 Alastair Kerr: first appointed February 2020, current term ends February 2023 (Board Appointment)

4.3.5 Lissa Cowie: first appointed February 2020 and became Member Trustee in July 2020, current term ends July 2023.

4.4 A sixth Trustee, and Council Appointed Trustee, Gary O'Shea recently resigned due to personal reasons. This resignation was then notified to Council via the Mayor's office (Attachment 2).

4.5 This has left the Trust with one Trustee short, shortly prior to the term for Mark Christensen coming to an end.

5. Discussion

5.1 Mr Christensen had earlier signalled that he would not continue in his role beyond his current term, despite being eligible to do so, having started in the role in December 2014 and being within the nine year maximum time period for appointment.

5.2 Due to the resignation of Mr O'Shea, Mr Christensen has since advised that he is willing to remain as a Trustee for an interim period, to enable a smooth transition and time for recruitment to be undertaken. (Attachment 2, paragraph 2).

5.3 The NCMA Chair and Trustees support this offer (Attachment 2).

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- 5.4 An extension of up to six months to the Trustee term of Mr Christensen is therefore requested.
- 5.5 Extending Mr Christensen's term for up to six months would allow for any appointment or starting delays over the Christmas and summer period, as well as provide time for a report to the next Community and Recreation meeting to be prepared and recommendations considered.
- 5.6 A report to confirm the two new appointments will be placed on the Agenda for the next Community and Recreation meeting scheduled for early 2022 (date to be confirmed).

6. Options

- 6.1 The Committee can agree to extend the term of Mr Christensen, or it can disagree to the recommendation for a term extension.

Option 1: The Committee can agree to extend the term of Mr Christensen for up to six months (Recommended option)	
Advantages	<ul style="list-style-type: none">Ensures that NCMA has sufficient experienced trustees to support its work while recruitment is underway for two new Council Appointed Trustees.
Risks and Disadvantages	<ul style="list-style-type: none">There are no identified risks for this option.
Option 2: The Committee can decide to not accept the recommendation to extend the term of Mr Christensen	
Advantages	<ul style="list-style-type: none">There are no identified advantages for Council.
Risks and Disadvantages	<ul style="list-style-type: none">The NCMA will not have a full complement of Trustees.

7. Next Steps

- 7.1 The NCMA Board and Mr Christensen will be informed of the decision made.
- 7.2 The recommendations for two new Trustees will be reported to the next Community and Recreation Committee meeting scheduled for early 2022.

Author: Tanya Robinson, Strategic Adviser Community Services

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Attachments

Attachment 1: A1923812 - Rules of the Nelson School of Music Trust as amended 2 December 2014

Attachment 2: A2767919 - Letter from the Nelson Centre of Musical Arts - Trustee Appointment - 23 September 2021

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Important considerations for decision making	
1. Fit with Purpose of Local Government	Appointing suitably qualified trustees for the Boards of Council Organisations helps to ensure sound management of important community assets.
2. Consistency with Community Outcomes and Council Policy	The recommendations are in line with the Procedure for Appointment of Directors/Trustees of Council Controlled Organisations and Council Controlled Trading Organisations. The recommendation to appoint trustees aligns with the Community Outcomes 'Our communities have opportunities to celebrate and explore their heritage, identity and creativity' and 'Our communities have access to a range of social, educational and recreational facilities and activities'.
3. Risk	The risk for approving the recommended Trustees is low as a robust process has been followed, as set out in Council's policy and the Trust's Deed.
4. Financial impact	The cost of recruitment will be met from approved budgets.
5. Degree of significance and level of engagement	This matter is of low significance because it complies with the process set out in Council policy and the Trust's Deed. There is no identified need for further consultation or engagement.
6. Climate Impact	This decision will have no impact on the ability of the Council to proactively respond to the impacts of climate change now or in the future.
7. Inclusion of Māori in the decision making process	No engagement with Māori has been undertaken in preparing this report.
8. Delegations	The Community and Recreation Committee has the following delegations to consider: <i>Areas of Responsibility:</i>

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- *Governance of Nelson City Council Controlled Organisations and Council Organisations, within the areas of responsibility:*
 - *The Nelson Centre of Musical Arts*

Released 18/02/2022

Rules of the Nelson School of Music Trust
As amended 2nd December 2014

1. The name of the Trust shall be "The Nelson School of Music Trust" (hereinafter called "The Trust").

Registered Office

2. The registered office of the Trust shall be the School of Music office at 48 Nile Street (Rainey House, 158 Collingwood Street, Nelson 7010) or at such other place as the Trust shall from time to time determine.

Objects

3. The Trust is established with the following charitable objects:
 - (a) Under the name and style of "The Nelson School of Music" (hereinafter called "The Trust") to advance, carry on and foster and encourage the teaching and performance of music in all forms and other artistic, educational and cultural pursuits and in any manner whatsoever and to provide facilities for the teaching, rehearsal and performance of the same.
 - (b) To advance, promote and conduct concerts, recitals, performances, festivals, seminars, residential school and other such functions for the furtherance of any object or objects of the Trust.
 - (c) To employ and/or enter into contracts with and/or make any payments to teachers, lecturers or any other persons (including members of the Trust) or the teaching or instruction of pupils, students and others or for any other purpose or purposes in any way which in the opinion of the Trust further the objects and interests of the Trust.
 - (d) To co-operate or affiliate with any other musical society, academy, school, university or organisation in New Zealand or elsewhere, whether incorporated or not whose objects are altogether or in part similar to those of the Trust and to procure information from and communicate information to or co-operate with any such body or organisation as may be likely to further the objects of the Trust.
 - (e) To purchase, hire, lease or provide all kinds of musical instruments, stands, music books, equipment, copyrights and

other things and appurtenances which may be conveniently used in connection with the Trust.

- (f) To use such musical instruments, music equipment, copyrights and other things and appurtenances for performance or exhibition either alone or in conjunction or contest or competition with any other society or organisation.
- (g) To purchase take on lease or in exchange or hire or otherwise acquire leasehold, freehold, real or personal property and to hold mortgage, sell, or dispose of any leasehold, freehold, real or personal property including but not limited to any rights, privileges, copyrights, intellectual property or trademarks which the Trust shall think necessary or expedient for the purposes of attaining the objects of the Trust or promoting the interests of the Trust.
- (h) To do all such things as are incidental or conducive to the attaining of the above objects, provided that the exercise of any ancillary power shall always be charitable.

Powers of the Trust

- 4. In addition to and without limiting the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Trust may exercise in order to carry out its charitable objects are as follows:
 - (a) To use the funds of the Trust as the Trust 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; and
 - (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 Trust thinks necessary or expedient for the purpose of attaining the objects of the Trust, and to sell, exchange, lease, with or without option of purchase, or in any manner dispose of any such land or personal property, rights or privileges; and
 - (c) To invest surplus funds in any way permitted by law for the investment of Trust funds and otherwise upon such terms as the Trust thinks fit; and

Handwritten signatures and initials in blue ink, including 'PR', 'ER', and 'A'.

- (d) To borrow or raise money from time to time with or without security and upon such terms as to priority and otherwise as the Trust thinks fit; and
- (e) To do all things as may from time to time appear expedient or desirable to enable the Trust to give effect to and to attain the charitable objects of the Trust including, but without limitation, receiving, considering and deciding upon applications for funding of activities which promote the purposes of the Trust.

Provided however that no power may be exercised to advance any non-charitable purpose.

- 5. Subject to Clause 6.1 the Trust shall have the power to employ any person and to enter into contracts of employment or service with any person, body or society whether incorporated or not, and to pay remuneration for services rendered as the Trustees think fit.

Prohibition of Benefit or Advantage

- 6.1 No Trustee or person associated with a trustee of the Trust may derive any income, benefit or advantage from the Trust except where that income, benefit or advantage is derived from:
 - a. Professional services to the Trust rendered in the course of normal or usual business; or
 - b. Interest on money lent by such person to the Trust at no greater rate than current market rates.
- 6.2 The provision and effect of this Clause shall not be removed from the Rules and shall be included in any amended rules replacing this document.

Functions and Constitution of the Trust – Appointment of Trustees

- 7.1 The affairs and business of the Trust shall be controlled and managed by a Board of Trustees comprising 6 Trustees ("the Trustees") who possess competencies in the areas of music education, performance, business and/or financial management appointed in accordance with the provisions of Clauses 7.2 to 7.9 inclusive.

- 7.2 Two elected by the members at the Annual General Meeting (Member Trustees) who shall be interested in and promote the objectives of the School of Music;
- 7.3 Any person wishing to stand as a member Trustee shall 35 clear days prior to the Annual General Meeting notify the Chairperson of the Trust in writing at its registered office of their willingness to stand as a member Trustee. Trustees will by notice to members circulated in the Public Notices of a daily newspaper circulating in Nelson call for nominations 50 clear days before the date nominated for the AGM.
- 7.4 Each nominee shall complete a brief resumé (the resumé) of their qualifications and experience and shall address the items referred to in Clauses 7.1 and 7.2 above.
- 7.5 The names of the nominees shall be circulated in accordance with the provisions of Clause 20.2.
- 7.6 Each member appointee shall hold office, unless removed or resigns, for a period of three years from the date of appointment but shall remain eligible for reappointment up to a maximum of 9 years.
- 7.7 Two Trustees appointed by the Nelson City Council (the Appointed Trustees) who may appoint and maintain in office (but not exceeding a period of 9 years) the appointed trustees provided that trustees appointed shall be interested in and able to promote the objectives of the Trust.
- 7.8 Two Trustees appointed by the Trustees (Trustee appointments) who shall hold office unless otherwise removed or resigns, for a period of three years from the date of appointment but shall remain eligible for reappointment up to a maximum of 9 years. The appointment process shall be:
- a. Trustees will seek nominations in such manner as they see fit from persons for consideration as Trustees of the Trust from the public.
 - b. The Trustees shall be interested in and able to promote the objectives of the Trust, and provide a balance of competencies specified in Clause 7.1.

- c. Any person appointed under Clause 7.8 may be removed by a majority of Trustees elected and appointed under Clauses 7.2 and 7.7.

Present Trustees – 2015 AGM

- 8.1 The Trustees holding office at the date of adoption of these Rules shall continue to hold office until the next Annual General Meeting.
- 8.2 Trustees may continue in office if appointed by the Nelson City Council under Clause 7.7, or are appointed by Trustees under Clause 7.8 and for the calculation of the number of years in office, the date for calculation shall commence from the date of the 2015 Annual General Meeting.
- 8.3 Two member Trustees shall be voted for at the 2015 Annual General Meeting in accordance with Clauses 7.2 to 7.6.
- 8.4 If any Trustee is removed or resigns prior to the 2015 Annual General Meeting Trustees may appoint a Trustee after consulting with members and that Trustee shall hold office until the next Annual General Meeting.

Removal or Resignation of Trustees

- 9.1 Notwithstanding anything to the contrary contained in these Rules a Trustee will cease to hold office if:
 - a. The Trustee resigns from office;
 - b. The Trustee becomes bankrupt or insolvent;
 - c. The Trustee is convicted of any indictable offence;
 - d. The trustee becomes of unsound mind;
 - e. The Trustee dies;
 - f. The Trustee is removed by NCC under Clause 7.7 or by Trustees under Clause 7.8;
 - g. The trustee is removed from office by a court of competent jurisdiction;



- h. The Trustee fails to attend 3 consecutive meetings unless the failure to attend those meetings is excused (whether before the meeting or after) at a meeting of the Trustees.
- 9.2 Where the Trustee that resigns is removed or resigns and the appointment of that Trustee was by the NCC, the NCC may appoint and maintain in office a Trustee replacement in the manner prescribed in Clause 7.7.
- 9.3 Where the Trustee that resigns is removed or resigns and the initial appointment of that Trustee was by the Trust, the Trust may appoint and maintain in office a Trustee replacement in the manner prescribed in Clause 7.8.
- 9.4 Where the Trustee that ceases to hold office was appointed by members at the Annual General Meeting under Clause 7.2, then Trustees may appoint a Trustee, after consulting with members, in place of that Trustee who ceases to hold office and that trustee shall hold office until the next Annual General Meeting.

Proceedings of Trustees

10.1 Election of Chairperson

The Trustees shall at their first meeting, and thereafter at each Annual Meeting of the Trust, elect from one of their number a Chairperson and if they so desire a Deputy Chairperson.

10.2 Chairperson to Preside

The Chairperson or in his/her absence the Deputy Chairperson (if there is one) will preside over meetings of the trustees, but if at any meeting the Chairperson or Deputy Chairperson is not present within five minutes after the time appointment for holding the meeting, the Trustees present may choose one of their number to be Chairperson of the meeting.

10.3 Rules of Proceedings

Subject to any provisions of these Rules to the contrary, the Trustees will carry out the business of the Trust and regulate their decision making as they think fit but shall observe the following rules of proceedings:

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a. Majority Vote

Questions arising at any meeting of the Trustees will be decided by a majority decision provided that in the event of an equality of votes, the Chairperson shall have a casting vote.

b. Notice of Meetings

Trustees shall be given no less than three working days notice to the last known point of contact of the Trustee of all meetings by phone, fax, email, or letter, provided that it will not be necessary to give notice of a meeting of the Trustees to any trustee for the time being absent from New Zealand.

c. Quorum

The quorum necessary for the transaction of the business of the Trustees will be a majority of the Trustees. If at any meeting no quorum is present the meeting shall be adjourned for one week and the Trustees attending the adjourned meeting shall constitute a quorum.

d. Frequency of Meetings

The Trustees shall meet as necessary to conduct the business of the Trust but shall meet not less than once every two months.

e. Written Resolutions

A resolution in writing signed by all of the Trustees entitled to receive notice of a meeting of the Trustees will be as valid and effectual as if it had been passed at a meeting of the trustees duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Trustee.

Copies of all resolutions of Trustees passed without notice to a Trustee who is overseas shall as soon as practicable after the passing of the resolutions be sent to the last known address of such absent Trustee.



f. Minutes

The Trustees will cause to be kept full and proper minutes of their decision making process and resolutions.

Meetings by Way of Electronic Communication

- 11 The contemporaneous linking together by telephone or other means of communication of a number of Trustees being not less than the quorum (whether or not any one or more Trustees is out of New Zealand) shall be deemed to constitute a meeting of Trustees and all the provisions of these Rules in respect of such meetings shall apply, so long as the following conditions are met:
- (a) All the Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting and shall have received two working days notice prior to such meeting.
 - (b) Each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting.
 - (c) At the commencement of the meeting each Trustee must identify himself/herself to each other Trustees and must acknowledge the Trustees presence for the purpose of the meeting to all other Trustees taking part.

Appointment of Advisory Committees

- 12.1 Advisory Committees may be established as the Trustees see fit for the Trust or for any specific part of the Trust, properties or programmes. Any such Committee may be disestablished by the Trustees at any time after consultation with members of the Committee.
- 12.2 Each Advisory Committee shall comprise such persons including any Trustees as the Trustees may appoint, and shall provide recommendations and information to the Trustees in respect of the matter for which the Advisory Committee was established.
- 12.3 The Trustees shall carefully consider any advice or recommendations submitted by the Advisory Committee, and whether that advice or those recommendations should be



incorporated into any decision made by the Trust, provided that the Trustees shall not be bound to accept any advice or recommendations made.

Interest of Trustees

13.1 Any Trustee of the Trust may contract and have dealings with the Trust in respect of the Trust assets, whether as purchaser, vendor, lessor, lessee, licensor, licensee, manager, employee or otherwise howsoever, provided that if any Trustee of the Trust or any other person (whether that person and the Trustee are associated persons as defined in the Income Tax Act 1976), either personally or by virtue of being a director or shareholder of any company or as Trustee of any other Trust:

- (a) Is in any way interested in any contract or dealing with the Trust; or
- (b) Shall have an interest or duty in any particular matter or matters which shall conflict with the duty of the Trustee or the terms of the Trust herein;

Then such Trustee must prior to any relevant discussion declare his or her interest in the matter and he or she shall not be entitled to participate or vote in any consideration of it by Trustees.

13.2 Where any matter in which a Trustee or Trustees have a personal interest is being considered then that Trustee or Trustees shall declare that interest prior to any discussions or decision being made.

Signing of Documents

14 All documents shall be signed by two Trustees of the Trust authorised by the Trustees.

Trustees' Remuneration and Expenses

15 The Trustees may resolve to pay themselves or any of them an annual remuneration for their services as Trustees provided that such remuneration shall not exceed reasonable reimbursement for services actually rendered or out of pocket expenses incurred by the Trustees in relation to their obligations under the Rules.



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Accounts and Audit

- 16.1 The trustees will cause true and full records to be kept in accordance with proper accounting practices of all their receipts, credits, payments and liabilities and all other matters necessary for showing the true state and condition of the Trust and its assets.
- 16.2 Annual Accounts for the Trust will be prepared and audited.
- 16.3 The books of account will be kept at the Trustees' office or at such other place as the Trustees think fit and will always be open to the inspection of the Trustees.

Trustees Indemnity and Liability

- 17.1 The Trustees shall not be liable for:
- (a) Any losses or liabilities except losses or liabilities arising from their own dishonesty, wilful default or wilful breach of trust; or
 - (b) Any act or acts or attempted act done in exercise of or pursuant to any trust, power or discretion vested in them by the Rules; or
 - (c) Any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustees under the Rules.
- 17.2 The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of the Trust Assets against all liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to the Rules and in respect of any matter or thing done or omitted to be done in any way relating to the Rules. This indemnity shall extend to any payments made to any Person whom the Trustees bona fide believe to be entitled thereto though it may be subsequently found that the person was in fact so not entitled. The Trustee shall have a lien or charge on the Trust Assets and may retain and pay out moneys in the Trust all sums necessary to give effect to this indemnity.
- 17.3 The liability of the trustees in connection with the Rules or at law shall at all times be limited to the Trust Assets.

17.4 No Trustee shall be subject to any greater standard of care, diligence and skill in executing the trusts of the Rules by virtue of that Trustee's professional employment or business. In particular, although the Trustees will from time to time include persons whose professions, employment or business is, or includes acting as a trustee or investing money on behalf of others, the care, diligence and skill to be exercised by the Trustees shall be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

Delegation by Trustees

- 18 The Trustees shall have, to the extent permitted by law, full power to delegate to any officers or employees of the Trustees or to any attorney, agent or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under the Rules, but without in any way releasing the Trustees from their obligations under the Rules. Without in any way affecting the generality of the foregoing the Trustees may in exercising this power of delegation:
- a. By the power of attorney appoint any person to be the attorney or agent of the Trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit with power for the attorney or agent, with the Trustees' approval to sub-delegate any such powers, authorities or discretions;
 - b. Appoint in writing or otherwise any person to be agent or sub-agent of the Trustees as the trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such agent or sub-agent for any reason as the Trustees think sufficient.

Annual General Meeting

- 19 The Annual General Meeting of the Trust shall be held at the time and place fixed by the Trust but no later than the first day of September in each and every year for the following purposes:
- a. To receive a report from the Trustees of the years operations and achievements, including a Statement of Financial Position and Performance for the preceding financial year, and including a projected budget of Income and Expenditure for the ensuing year.

- b. To elect Trustees (if any) elected by members in accordance with Clauses 7.2 to 7.6.
- c. To appoint an auditor for the ensuing year.
- d. To decide on any resolution which may be properly submitted to the meeting and of which notice has been given to members of the Trust at least twenty one clear days before such meeting.

Notice of Annual General Meeting (AGM)

- 20.1 Not less than twenty-one clear days before the Annual General Meeting a notice of the time and place thereof shall be published at least once in the Public Notices column of a daily newspaper circulating in the City of Nelson.
- 20.2 If there is any election of member Trustees required, and nominations are received for the vacant Trustee position(s) then not less than twenty-one clear days before the AGM, the names of the nominees shall be publicised in the Public Notices column of a daily newspaper circulating in the City of Nelson.

Special General Meetings

- 21.1 The Trustees may at any time call a Special General Meeting and they shall do forthwith upon a requisition in writing of any twenty-five members of the School stating the purpose for which the meeting is required and the form of any resolution required to be voted on at the Special General Meeting.
- 21.2 No business undertaken at a Special General Meeting may appoint or remove Trustees.

Procedure at General Meetings

- 22.1 At all General Meetings the Chairman shall be the Chairperson of the Trust appointed as hereinbefore appears and in his absence any other duly elected Chairperson shall take the chair and every member of the School present shall be entitled on every motion to speak and cast one vote exercised in person and in the case of any equality of votes the Chairperson shall have a casting vote as well as a deliberative vote.

22.2 The mode of voting on all questions (other than elections) at all General Meetings shall be by voices, or if the Chairperson or any other member shall require, by a show of hands.

22.3 The mode of voting on all elections at the Annual General Meeting shall be by secret ballot for which purpose a returning officer and a sufficient number of assistants and scrutineers shall be appointed at the meeting.

Quorum at Annual and Special General Meeting

23 At all General and Special Meetings twenty-five members of the School shall constitute a quorum.

Members of the School

24.1 Members of the School shall be persons 18 years of age and over falling into at least one of the following categories and who shall have paid such fees or subscriptions or met such requirements as the Trust shall from time to time determine:

- (a) All members of the Trust and shall include those Trustees who are required to resign at any Annual General Meeting of the Trust and who shall remain members until the next Annual General Meeting.
- (b) All students of the School who are enrolled for tuition or, if the student is under 18, the person responsible for paying the student's enrolment or course fee provided that the enrolment or course fee has been paid.
- (c) All Friends of the School (for the purposes of this Clause a Friend is a person who is a friend or associate of the School who by virtue of their status or support is maintained on a register kept by the Trust as a friend and subject to the friend paying such fee as may be determined by the Trust).
- (d) Each of two representatives from each group that rehearses at the School and pays a fee as determined by the Trust and in the event that there is any dispute as to what constitutes a group for the purposes of this clause, the Trustees may decide and their decision shall be final.
- (e) Teachers and tutorial staff kept in a register maintained by the Trust of teachers and tutors accredited by the Trust.

- (f) All honorary members, life members and teaching fellows.
- (g) Any others who shall have complied with such requirements as may be determined from time to time by the Trust.
- 24.2 Any fees, subscriptions or requirements under Clause 24.1 shall be set at the first meeting of Trustees following the Annual General Meeting and shall be notified by Public Notice by each category in a newspaper circulating in the City of Nelson and such fees, subscriptions or requirements shall remain in effect until the next Annual General Meeting.
- 24.3 Notwithstanding the above, no member of the School may exercise more than one vote at the Annual General Meeting and other meetings of the School irrespective of the number of membership categories that member qualified for.

Honorary Officers

- 25 At any General Meeting of the School a patron or patrons or other honorary officer or officers or honorary member members may be appointed.

Alteration of Rules

- 26.1 Subject to Clause 6 these Rules may be altered, added to, rescinded or otherwise varied or amended by resolution passed by a two thirds majority of members present at a General Meeting or Special Meeting of which twenty-one clear days notice to members of the School has been given.
- 26.2 Every such notice shall set forth the wording and purpose of the proposed alteration, addition, rescission, variation or amendment and may be given by posting the same in a conspicuous place at the premises of the School and a copy of every such notice shall be sent by ordinary post to every member of the School at the last known address or email of the member and the fact that a resolution has been received for the purposes of changing the Rules shall be advertised in a newspaper circulating in Nelson advising where and the proposed dates for any meeting and where the resolution may be inspected.

26.3 Duplicate copies of every such notice, addition, rescission or amendment shall forthwith be delivered to the Registrar in accordance with the Act.

Restrictions to Alteration to Rules

27 Notwithstanding Clause 26, no alteration to the Rules may be made in the following circumstances:

- a. Where the amendment or alteration would have the effect of removing the charitable status of the Trust.
- b. That removes the provisions of Clause 6.2 or Clause 29.

Copy of Rules to be Supplied to Each Member

28 Upon reasonable prior notice being given every member of the School shall be entitled to inspect a copy of these Rules at the Registered Office of the Trust.

Winding Up of the Trust

29 If a decision is made to wind up or dissolve the Trust and any property remains after the settlement of the Trust's debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in Section 5(1) of the Charities Act 2005.

Adopted by Members of a Special Meeting of the Nelson School of Music Trust held at Nelson on the 2nd day of December 2014

SIGNED by the said)
ROGER TAYLOR)
As Trustee in the presence of)



Jo Hunter 
Senior Associate 

SIGNED by the said)
PAUL ROSANOWSKI)
As Trustee in the presence of)



Jo Hunter 
Senior Associate 



SIGNED by the said)
CATHY KNIGHT)
As Trustee in the presence of)

Cathy Knight

Jo Hunter
Jo Hunter
Senior Associate
BRZ Nelson

SIGNED by the said)
SUSANNAH RODDICK)
As Trustee in the presence of)

Susannah Roddick

Jo Hunter
Jo Hunter
Senior Associate *BRZ Nelson*

SIGNED by the said)
MARK CHRISTIANSEN)
As Trustee in the presence of)

Mark Christensen

Jo Hunter
Jo Hunter
Senior Associate *BRZ Nelson*

SIGNED by the said)
BOB BICKERTON)
As Trustee in the presence of)

Bob Bickerton

Jo Hunter
Jo Hunter
Senior Associate *BRZ Nelson*

Released 18/02/2022

BR
BR
BR



23 September, 2021

Nelson City Council
PO Box 645,
Nelson, 7040

Attn: The Mayor

Re: **NCMA Trustee appointment**

Dear Mayor Reese,

At our Board meeting (15.09.21), we formally accepted Gary O'Shea's resignation as a Council-appointed Trustee and would appreciate proceeding with the appointment of a Trustee to replace him.

As previously discussed with you by phone, Mark Christensen, the other Council appointee, is also due to retire at the end of this year, effectively leaving us with only four Trustees, including NO Council-appointees. To ensure a smooth rotation between Trustee appointments, Mark has agreed to stay on for a little longer, rather than us having to find two suitable replacement Trustees at short notice.

In the first instance, I have talked the replacement process over with Tanya Robinson, and at her suggestion have attached a brief summary of the desirable profile of a potential Trustee to replace Gary. Gary did some valuable work on fundraising during his short term with us, but our most pressing need is someone with legal expertise. Second, we need someone with networking and fundraising capabilities.

With your agreement, both Alastair Kerr and I would appreciate being included on the selection panel. In the fortuitous event that two successful applicants were identified, Mark Christensen would be happy to step aside earlier rather than later.

Again, thank you for your continued interest in, and support of NCMA.

Nāku noa, nā

A handwritten signature in black ink that reads 'Jan Trayes'.

Jan Trayes,
NSOM Trust Board Chair