DEED OF TRUST

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GIFT INTERNATIONAL

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**THIS TRUST DEED** is made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2009

**BETWEEN : Aisake Emmanuel, Nafitalai Cakacaka and Vilive Kenatale all of Suva** [hereinafter called the “**Trustees**” which expression shall include the Trustee or Trustees for the time being hereof] of the one and the first part;

**A N D : Dr Josefa Koroivueta, Mosese Tamaniceva, Aisake Emmanuel, Nafitalai Cakacaka and Vilive Kenatale** as the duly authorised representatives of the members of the **Fellowship** [hereinafter called the **“Members”** which expression shall where the context admits include the several persons named in **Schedule One** hereto as the registered representatives of the fellowship and the second part.

**WHEREAS :**

**A]. FORMATION OF THE TRUST**

1. At a meeting held at Tamavua on the 6th day of April, 2009, the members of the Fellowship who reside in Suva and represented by their duly authorized representatives (hereinafter referred to as the Members**")** as listed in **Schedule One** to this **Trust Deed,** unanimously resolved to form a Trust to be called **"Gift International Trust"** (GIFT herein refers to “God Intervenes for Totality” and everywhere else where it appears in this constitution.) [hereinafter referred to as the **"Trust"**]whose registered office shall be at Tamavua Hospital Complex, Princess Road, Suva, Fiji Islands; Telephone 3324622,Email:[giftministry@gmail.com](mailto:giftministry@gmail.com).,and the purposes and conditions of which are set out hereinafter.
2. The members of the Fellowship (hereinafter referred to as the Beneficiaries) reside in Suva and other areas of Viti Levu and Vanua Levu.

**B]. APPOINTMENI OF TRUSTEES:**

At the said meeting of the members held at Tamavua on the 6th day of April 2009, it was unanimously resolved as follows:

i]. That the **Gift International Trust** shall be represented and managed by a Board of Trustees comprising of representative from areas on Viti Levu and Vanua Levu where the members reside and as been recognized and accepted as the administrative areas for outreach and other mission.

ii]. That the following persons be and were appointed as the   
first-appointed Trustees of the Trust to hold office as   
such Trustees until the first Annual General Meeting of   
the Trust at which time they shall all retire but shall be   
eligible for re-election as Trustees of the Trust:

a].**Aisake Emmanuel** of 74 Navurevure Road, Tamavua, SUVA

b].**Nafitalai Cakacaka**, of 56 Padam Lala Road, Namadi Heights, SUVA

c].**Vilive Kenatale** of Lot 54, Tacirua Heights, SUVA

iii] That save for the **first-appointed Trustees** who are appointed herein, all **Trustees** shall be elected by the **members of the Fellowship** in accordance with the Rules of this Trust as hereinafter set out.

iv] That the **first-appointed Trustees** shall be responsible and are hereby empowered to do all things, and to take all actions and make all decisions and arrangements necessary for the proper formation of this **Trust**, and otherwise the **Trustees** shall be the Trustees for the **Gift International Trust**.

**C]. OBJECTIVES OF THE TRUST:**

At meetings of the members of the Fellowship on the 6th day of April, 2008, it was unanimously resolved that the principal objectives of the **Trust shall** be:

1. OUTREACH

1.1 To reach out to inpatients and communities at local, regional and global level with the gospel of Jesus Christ and promotion of the Kingdom of God. (Luke24:47-48, Mathew 28:18-20, Mark 16:15-16; Mathew 6:33).

1.2 To promote holistic health across all communities.

1.3 To provide and facilitate social care for inpatients at hospitals, for the poor and neglected individuals in institutions/communities.

1.4 To encourage, prepare and support volunteers for global missionary and humanitarian work

1.5 To facilitate the setting up of branches in Fiji and worldwide

1. HOSPICE

2.1 To provide holistic hospice care for people with special needs.

1. AFFILIATION

3.1 To collaborate and work in partnership with related International Christian missions for the realization of common goals and objectives.

3.2 To develop partnership with government, non-government, medical organizations, churches, businesses and other Christian ministries to accomplish the goals of the ministry

1. VOLUNTEERS

4.1 To engage volunteers for the ministry.

4.2 To nurture members to be good and faithful stewards of their gifts, talents and possessions.

4.3 To help members to grow and to mature in their faith emphasizing total commitment of life to the Lordship of Jesus Christ and sharing each other's burden in prayer and fellowship

1. FUNDING

5.1To seek funding support for the ministry

**6. STATEMENT OF FAITH**:

* 1. God

We believe in the one true, holy and living God, Eternal Spirit, who is Creator, Sovereign and Preserver of all things visible and invisible. He is infinite in power, wisdom, justice, goodness and love, and rules with gracious regard for the well-being and salvation of men, to the glory of his name. We believe the one God reveals himself as the Trinity: Father, Son and Holy Spirit, distinct but inseparable, eternally one in essence and power.

* 1. Jesus Christ

We believe in Jesus Christ, truly God and truly man, in whom the divine and human natures are perfectly and inseparably united. He is the eternal Word made flesh, the only begotten Son of the Father, born of the Virgin Mary by the power of the Holy Spirit. As ministering Servant he lived, suffered and died on the cross. He was buried, rose from the dead and ascended into heaven to be with the Father, from whence he shall return. He is eternal Savior and Mediator, who intercedes for us, and by him all men will be judged.

* 1. The Holy Spirit

We believe in the Holy Spirit who proceeds from and is one in being with the Father and the Son. He convinces the world of sin, of righteousness and of judgment. He leads men through faithful response to the gospel into the fellowship of the Church. He comforts, sustains and empowers the faithful and guides them into all truth.

* 1. The Holy Bible

We believe the Holy Bible, Old and New Testaments, reveals the Word of God so far as it is necessary for our salvation. It is to be received through the Holy Spirit as the true rule and guide for faith and practice. Whatever is not revealed in or established by the Holy Scriptures is not to be made an article of faith nor is it to be taught as essential to salvation.

* 1. The Church

We believe the Christian Church is the community of all true believers under the Lordship of Christ. We believe it is one, holy, apostolic and catholic. It is the redemptive fellowship in which the Word of God is preached by men divinely called, and the sacraments are duly administered according to Christ's own appointment. Under the discipline of the Holy Spirit the Church exists for the maintenance of worship, the edification of believers and the redemption of the world.

**7. Property and Assets**

On behalf and for the benefit of the beneficiaries, to acquire and to hold property and assets, both real and personal, and to deal with such property and assets in whatever manner the Trustees may consider, at their absolute discretion, most beneficial to the beneficiaries and which are within the powers and duties vested in the Trustees under this Trust Deed so to do.

**D]. FORMATION OF THE CAPITAL OF THE TRUST**

At the said meetings of the beneficiaries aforesaid on 6th of April, 2009, it was unanimously resolved that the capital of the Trust be formed as follows:

i] Normal weekly and monthly contributions from members and donations from support groups,

ii] That the initial capital of the Trust aforesaid shall be supplemented and added to:

1. by amounts raised by the members through voluntary and occasional fund-raising efforts;
2. by loans in amounts and under terms and conditions which the Trustees in their absolute discretion may consider necessary to make from commercial lending institutions;
3. by assets or stock received from sponsors and support for the operation of the Trust.

iii] That all moneys received by the Trust under this part of the Trust Deed shall be vested in the Trustees who shall cause all such funds and moneys as and when they are received by the Trust to be paid into any Bank which the Trustees in their absolute discretion may select and into an account to be so called the **Gift International Trust Fund** account or such other accounts or special purposes accounts as the Trustees shall from time to time deem it convenient and proper to open in the name of the **Gift International Trust**.

iv] That the trusts and purposes upon and for which the funds of the Trust are and should be vested in the Trustees and the rights of the beneficiaries therein were explained to and unanimously approved by the beneficiaries at the said meetings.

**E]. ALLOCATION OF FUNDS OF THE TRUST**

The conditions on the allocation and application of the funds and resources of the Trust are as follows:

i] To use in each year up to 90% of the total funds allocated for the year in respect of the principal objectives of the Trust for the promotion of physical and spiritual health of its target beneficiaries and group under the terms and conditions as may be approved by the Trustees.

ii] To use in each year up to 20% of the total funds allocated for the year in running of it daily affairs and office.

**F]. RULES OF THE TRUST**

In their meeting at Tamavua on 12th September 2009, the **first-appointed Trustees** unanimously approved the following Rules to be called the **Gift International Trust Rules**.

1. **Interpretation**

In this Trust Deed unless the context otherwise specifies the following terms shall be interpreted to mean –

*“Members”* means the persons listed in **Schedule One** hereto as the registered representatives and includes the members of the **Fellowship** as particularised in **Schedule One**

*“Beneficiaries” means current and future members of the Fellowship*

*“Target beneficiaries” means the ultimate beneficiaries of the Outreach Program as articulated in Clause C (1) hereof*

*“Community outreach”* means all and any community outreach approved by the Trustees to be undertaken by the members to improve the quality of the physical and spiritual life of the people living in any areas of Fiji.

*“volunteer”* means any person or persons willingly wish to be part of the Fellowship, as a member, a worker, support, or otherwise in the provision of support services or skills for the benefit of the Trust.

*“Visitation”* means any visit to hospitals, homes, residence, correctional & rehabilitation institutions that is organized by the Trust.

*“Trust”* means the **Gift International Trust**.

*“Trustees”* means the **Trustees** elected by the **Members** under this Trust Deed and shall include the **first-appointed Trustees.**

*“Trust property”* means and includes all property held by the Trust

1. **Appointment, Term and Discharge of Trustees**
   1. There shall be for the purpose of the Trust a **Board of Trustees** which shall comprise representatives of the members.

* 1. Except for the **first-appointed Trustees**, all of whom shall retire at the date of the first Annual General Meeting of the Members but shall be eligible for re-election thereafter, every Trustee shall hold office for three years unless removed earlier by the Members or in accordance with these Rules and shall be eligible for re-election.
  2. **Two** of the Trustees elected at the first Annual General Meeting of the Beneficiaries shall retire at the end of two years from the date of their election but shall be eligible for re-election, and the Trustee to be so elected shall be drawn by lots at the time of election unless agreed to by the Trustees amongst themselves.
  3. A person shall be qualified for election as a Trustee if –

1. he is a natural person;
2. he is 21 years of age or over;
3. he is not an undischarged bankrupt;
4. he is of sound mind;
5. he has not been convicted of a criminal offence involving dishonesty;
6. he has not been previously removed as a Trustee under these Rules.
   1. The term of office of a Trustee elected under these Rules shall automatically terminate on the occurrence of one or more of the following events, that is to say that the Trustee
7. is dead;
8. is declared a bankrupt;
9. has resigned;
10. has failed to attend three successive meetings of the Board of Trustees without reasonable excuse;
11. is insane;
12. is medically unfit or is considered by not less than 75% of the Trustees to be unfit to continue to perform the duties of a Trustee;
13. is convicted of a criminal offence involving dishonesty.

1. **Duties of the Trustees**

In addition to any other duties conferred upon them in this Trust Deed, the Trustees shall –

1. manage the affairs of the Trust;
2. appoint members of Committees;
3. hold meetings of the Board of Trustees for the proper and efficient management of the Trust, and also to regulate the meetings of the members.
4. hold meetings of the members for the proper and efficient dissemination of the affairs of the Trust to the members and also to appoint Trustees.
5. **Limitation of Liability of Trustees**

No Trustee shall be personally liable for any loss or damage occasioned by the exercise of or failure to exercise any discretion or power or for any breach of trust unless it shall be proven that the Trustee or Trustees have committed some fraud or have acted in bad faith.

1. **Meetings of Trustees**
   1. The meetings of the Board of Trustees shall be held at least once every quarter and whenever convened by the Chairman and the Board may determine and regulate its own procedures.
   2. A quorum shall consist of ~~not less than 50% of~~ all members in attendance..
2. **Appointment of Chairman and Deputy Chairman**

# The Trustees may elect a Chairman and Deputy Chairman of their meetings who shall hold office for 3 years except for the Chairman and Deputy Chairman elected amongst the first appointed Trustees who shall hold office for one year.

* 1. The Chairman will preside at all annual general meetings of the Members.
  2. The Deputy Chairman will preside at all meetings of the Board of Trustees and Members in the absence of the Chairman.

1. **Register of members**

The Trustees shall maintain a Register of Members which shall record the names of the members.

1. **Meetings of Members**
   1. The Board of Trustees shall once every calendar year convene before the end of July each year an Annual General Meeting of the members, and shall convene any other General Meeting of the members whenever the need arises.

* 1. The business at each Annual General Meeting of the members shall include the following:

1. to receive from the Board of Trustees a report concerning the administration and accounts of the Trust;
2. when necessary, to receive nominations for and to elect Trustees to fill vacancies.
3. **Appointment of Volunteers of the Trust**

The Board of Trustees shall appoint as many members as volunteers of the Trust, including a Manager, on terms and conditions the Board may deem fit, to implement decisions made by the Trustees concerning the proper management of the Trust in terms of its declared objectives.

**G]. ACCEPTANCE**

The **first-appointed Trustees** have duly accepted the office of the Trustees and have agreed to hold all moneys vested in them as aforesaid upon the trusts hereinafter set out.

**NOW THIS TRUST DEED WITNESSETH** as follows:

1. **TRUST FUND**

The Trustees hereby admit that they shall hold the funds of the Trust upon the following trusts:

i] To apply the amounts allocated for the purpose for the promotion of physical and spiritual health of the target beneficiaries.

ii] To apply the amounts allocated for the purpose for community outreach and projects for the benefit of the target beneficiaries and their community;

iii] To invest the amounts allocated for the purpose in secure and authorised investments for the benefit of the members.

1. **TRUST FUND ACCOUNT**

a] All moneys and funds payable to the Trust whether by way of initial or supplemental funds and all income derived from investments forming part of the business proceeds of the Trust as hereinbefore defined shall be paid to and vested in the Trustees who shall have custody of and control over all such funds and any part thereof together with the books of accounts, deeds and documents of title thereto and relating to such funds being the property of the Trust, and the Trustees shall deal with and dispose of all or any such funds according to the powers vested in them in this Trust Deed.

b] All property whether real or personal and howsoever derived received by the Trustees shall vest in the Trustees who shall hold the same in trust for the beneficiaries and who shall deal with such property according to the powers vested in them under this Trust Deed.

1. **POWER OF TRUSTEES**

The Trustees in relation to the funds vested in them shall have the following powers but subject always to the provisions of sub-clause [iv] hereof:

i] Power at any time for the purpose of the Trust to invest any amount of the money [not exceeding the initial capital] forming part of the funds of the Trust allocated for such purpose subject to any stipulation or conditions which they in their absolute discretion deem proper.

ii] Power to advance funds to beneficiaries of the Trust as the Trustees in their absolute discretion may deem proper, but only for the purposes stipulated and authorised in the Trust Deed.

iii] Full power to invest any money from the Trust or to raise any money required for any of the purpose of the Trust, provided that funds so raised shall not exceed 50% of the accumulated funds of the Trust.

iv] For the purposes aforesaid the Trustees may execute and do all such assurances and things as they shall think fit.

v] Any moneys arising as income under the powers herein-before conferred shall subject to the payment there-out of all proper costs and expenses be paid into the funds of the Trust for application by the Trustees in the manner provided in this Trust Deed.

vi] Provided always that the Trustees shall not at any time exercise, in relation to any funds of the Trust for the time being vested in them and subject to the Trust thereof, any of the above powers except with the majority decisions of the Trustees evidenced by duly recorded and properly signed minutes of the Trust, but upon any inadvertent or other dealings purporting to be made in pursuance of a power hereby expressly conferred on the Trustees any person dealing with the Trustees shall not be concerned or bound to see or inquire whether such consent was obtained as to whether the investment was for the purposes of the Trust of as to the necessity or otherwise as to the regularity of the dealing and such dealing shall so far as the safety and protection of the person dealing with the Trustee is concerned be deemed to be within the above powers and the validity and effectual application of the same are accordingly binding upon the Trust.

vii] Power to engage, co-opt consultants, trainers, counselors, advisers and volunteers for the Trust on terms and conditions as the Trustees shall deem appropriate;

viii] Power to appoint proxy at any Annual General Meeting of the Trust.

1. **ADMINISTRATION OF TRUST**

The Trustees stand possessed of the funds and all the property of the trust and the income arising therefrom or further contribution being made therein upon trust to apply the income and contribution of the Trust in the payment of:

i] Stock, supplies, medicine, patients needs, outreach venues, transportation, any rent, rates, taxes, cost of insurance, improvements or repairs of or other out-goings payable from time to time in respect of any business of the Trust and such business or dealing must be vested in the Trustees upon trust thereof.

ii] In paying all the costs and expenses incurred in the management of the Trust including the payment of office and running expenses for the management of the Trust and in the exercise of any powers hereby conferred upon the Trustees or in payment of any legal or other professional or consultancy and administrative expenses payable from time to time in connection with the purposes of the Trust.

iii] During the continuance of this Trust it is hereby declared that there will be no remuneration of Trustees for their services as such Trustees of this Trust are on voluntary basis.

Provided that the Board of Trustees shall determine the rate or rates at which the Trustees may recover reasonable travelling expenses from the funds of the Trust.

1. **COMMUNITY OUTREACH**

The Trustees may apply the proportion of the funds of the Trust allocated for community outreach or any part thereof in undertaking community outreach projects as and when and where the Trustees in their absolute discretion deem fit and proper in the interest of the members and their community.

1. **ACCOUNTS**

The Trustees shall keep or cause to be kept full and proper records and accounts of all funds received and expended by the Trustees, all income and expenses of the Trust and an accurate and full statement of the assets and liabilities of the Trust, including investments documents, loans, contributions and other dealings with the Trust and the income thereof and the Trustees shall not later than June 30th in every year prepare for the information of the members a properly audited financial statement for the year ended on the previous financial year and duly signed by at least two Trustees.

1. **APPOINTMENT AND DISCHARGE OF TRUSTEES**

In the event of a vacancy occurring among the Trustees or where a duly elected Trustee of the Trust:

i] is dead; or

ii] remains out of Fiji for more than one year without having properly delegated the execution of the trust; or

iii] seeks to be discharged from all or any of the trusts or powers reposed in or conferred on him; or

iv] refuses to act therein; or

v] is incapable of acting therein; or

vi] is unfit to act therein; or

vii] is unable alone or in consultation with one or more Trustees to resolve within a reasonable time significant issues identified by the Trust’s auditors in relation to the administration of the funds of the Trust; or

viii] is bankrupt.

then the remaining Trustees shall by a majority decision appoint a casual replacement Trustee who shall hold office until the beneficiaries are able to meet and by a majority resolution elect a person to fill the vacancy.

Any statement of fact in any Deed of Appointment for such a Trustee shall in the hands of a person dealing bona-fide and for value with the Trust and the Trustees of the Trust be conclusive evidence of the fact so stated in such Deed.

1. **POWER TO AMEND**

The Board of Trustees shall by a majority vote of members have the power to amend any of the provisions of this Deed, subject however to the formal approval by the beneficiaries in an Extraordinary General Meeting convened for the purpose, and such formal approval shall be in the form of a special resolution of not less than 75% of the beneficiaries duly registered in **Schedule One** of this Trust Deed.

1. **TERMINATION OF THE TRUST**
2. The Trust created herein shall commence on the date hereof and shall continue until the Vesting Day
3. The Vesting day will be such date as may be determined by Special Resolution of the Beneficiaries.
4. At the Vesting Day or as soon as practicable after the Vesting Day, the Board of Trustees shall, subject as hereinafter provided:
5. The Board of Trustees shall give to each member not less than one month’s notice of the impending distribution herein.
6. The Trust shall be deemed to be terminated from the date the Board of Trustees receive in writing evidence that not less than seventy-five percent [75%] of all the members herein wish to determine the same, provided however that the Trust shall not be determined unless:
7. A Vesting Day has already been determined by the members pursuant to paragraphs (a) and (b) herein; and,

1. That the evidence in writing shall contain the signatures of the requisite percentage of members referred to herein.
2. **SEAL**

The Board of Trustees shall provide for the safe custody of the seal of the Trust which shall only be used by the authority of the Board of Trustees or of a Committee of Trustees authorised by the Board of Trustees on their behalf and every instrument to which the seal is affixed shall be signed by two [2] Trustees.

**IN WITNESS WHEREOF** the parties hereto have hereinafter subscribed their names the day and year first hereinbefore written.

**THE TRUSTEES**

**SIGNED** by the said ***Aisake Emmanuel*** ………………………………………

in the presence of:

Commissioner for Oaths

**SIGNED** by the said ***Nafitalai Cakacaka*** ……………………………………….

in the presence of:

Commissioner for Oaths

**SIGNED** by the said ***Vilive Kenatale*** ……………………………………….

in the presence of:

Commissioner for Oaths

**DEED OF TRUST**

**Dated ------------, 2009**

**GIFT INTERNATIONAL TRUST**

**SCHEDULE 1**

LIST OF MEMBERS

* + 1. Dr Josefa Koroivueta
    2. Rev Filikesa Koroivueta
    3. Mosese Tamaniceva
    4. Nafitalai Cakacaka
    5. Dr Mikaele Mua
    6. Dr Eric Rafai
    7. Dr Wiliame B Kaitani
    8. Vilive Kenatale
    9. Dr Mate Tukana Korovou

10. Aisake Emmanuel

**MEMBERSHIP**

5.1 The membership of the fellowship shall be open to all volunteers who wish to actively participate in activities that meet the goals and objects of the organization.

5.2 The Management Committee shall consider and approve each applicant for membership upon the completion of the membership agreement form.

5.3 Any member may resign by giving written notice to the Executive Secretary with effect from the time of receipt.

**6. SUBSCRIPTION**

6.1 That on becoming a member there should be no subscription but that each member should carefully consider his or her regular contribution to the financial needs of the Fellowship.