
FUNDHOLDING BY CHARITIES
IN AOTEAROA NEW ZEALAND:
MAKING DOING GOOD EASIER

STEVEN MOE & DINUKI KARUNASEKERA





***Nā tō rourou, nā
taku rourou ka ora
ai te iwi.***

***With your food
basket and
my food basket
the people will
thrive.***



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PARRY FIELD LAWYERS

FUNDHOLDING BY CHARITIES IN AOTEAROA NEW ZEALAND: *MAKING DOING GOOD EASIER*

Many good causes are unable to gain funding for the good mahi they want to do because they have not yet set up as a legal entity or perhaps lack registered charity status. These can be barriers to being funded, but there is a solution.

Fundholding is a relatively untouched area of organisational development here in Aotearoa New Zealand. It is an arrangement used in both for-profit and not-for-profit (or as we call them, “for purpose”) ventures to support those that lack capacity to incorporate and manage their own registered charity entity.

The concept is nothing new – it is commonly referred to as “Fiscal Sponsorship” in the United States or as “Auspicing” in Australia. In this paper we will be mainly using the term “Fundholding” so as not to confuse things.

This paper focuses on the charitable context in particular, and as such the following discussion on fundholding concerns its use and implementation for charitable projects. In particular, we will focus on:

- discussing the basic elements of a charity in New Zealand and why fundholding might be an option for some projects;
- defining fundholding;
- discussing the various forms of fundholding;
- outlining the key provisions for a written fundholding agreement; and
- giving examples of fundholders in New Zealand.

We are at the early stages of the journey here in New Zealand. It is our hope that by preparing this paper that it will bring into sharp focus the potential of fundholding but also the challenges that will be faced to implement it well here. We look forward to ongoing discussions and hearing feedback from many on this topic – what have we missed? It is only through collaboration and shared insights that we will improve the situation for all.

NGĀ MIHI NUI



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PART A OVERVIEW

What is a charity?

Many may already know this context, but it is important to include. A charity is a form of for purpose organisation. Whilst all charities are for purpose, not all for purpose organisations are charities. Currently in New Zealand approximately one-fourth of for purpose organisations are charities.¹ According to section 5 of the Charities Act 2005, “[c]haritable purpose includes every charitable purpose, whether it relates to the relief of poverty, the advancement of education or religion, or any other matter beneficial to the community”.² The Act also provides that a “charitable entity means a society, an institution, or the trustees of a trust that is or are registered as a charitable entity under this Act”.³

To become registered as a charity with Charities Services, two main conditions must be met. The first is that the charity’s purpose and activities must be exclusively charitable and secondly, none of the charity’s income or funds may be used to benefit any of its members, trustees or associates.⁴ Once the charity is registered it appears on the Charities Register.⁵ The advantage of becoming a registered charity is the entitlement to a range of benefits unavailable to non-registered organisations. Key benefits involve being able to solicit charitable donations and funds, obtaining the business income tax exemption status under CW 42 of the Income Tax Act 2007, and claiming tax credit.⁶

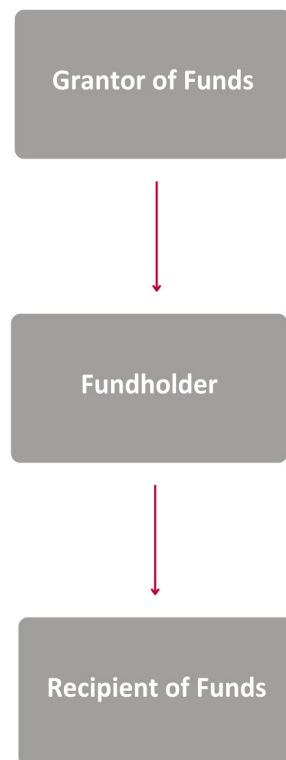
What is fundholding?

In a charitable context, fundholding means working under the umbrella of the tax exempt status of a charity fundholder in order to accept donations and funds to further a charitable project.⁷ The charity acts as a fundholder that accepts and manages the charitable funds and other tax deductible contributions from funders on behalf of the group.⁸ As such, there is no need for the project leaders to form a new charity or open a new bank account.

Normally the group will approach a potential charity fundholder whose mission and vision overlaps with theirs. This is because their project must be consistent with the tax-exempt purposes

of the charity. It is also imperative that the charity conducts due diligence to ensure that the new project aligns with its own mission, as it could affect their registration as a charity if it doesn’t match.⁹

When done correctly, fundholding is a great tool for fulfilling charitable goals without needing to register and maintain a new charity. However, if the project acts for purposes outside of the charity’s tax-exempt purposes, then it might be viewed as a mere conduit relationship. This can create problems for the charity and the funded project.¹⁰ Therefore, legal advice should be sought before committing to a fundholding arrangement. Lawyers (who know about this area) can advise clients about fundholding arrangements, which form may be best suited to achieve the desired outcome, and assist them to structure the relationship by way of a written agreement¹¹ – we have included an example of this at the end of this paper.



Why consider fundholding?

Charities Services' Starting Up a Charity guide begins by encouraging people to ask themselves if they actually need to start up a new charity, or whether a partnership or fundholding arrangement could be a better fit.¹² It can be assumed that the reason for this is that the following sections of the guide lay out the requirements for governance, choosing a legal structure, creating a trust deed, incorporation, reporting to the IRD, and charity registration – are steps not every group is willing or able to achieve. Not only are these steps time and effort intensive to get right, but they also cost money. Groups may conclude, in that case, that it would be better to devote their finite resources towards their cause.

Consider this scenario, a group of people want to do important, environmental, cultural or other charitable impact work in their community. A funder wants to support that work but the group is not incorporated and therefore there is no legal entity to send the funds to. An individual receiving the funds to their personal accounts could entail tax or liability complications, or inappropriately place them in control of what are intended to be group assets. If the funder can only grant to a registered charity recipient, the group is not eligible. To avoid these issues, it is recommended for the group to seek out a charity to act as its fundholder to receive funds for the project.

But there are important questions. On what basis are funds held from an accounting perspective? Does this trigger Financial Service Provision rules? How are funds released? What role does charitable status play? What form of agreement could set out this arrangement? What can we learn from “fiscal sponsorship” models used overseas? As a deeper question, what does our framing and terminology used say about relationships of power and how could we model relationships of collaboration by the choice of our words?

We have prepared this paper for one reason: to make doing good easier. Let's consider the issues in more detail.





300 CALORIES
Campbell's
CONDENSED
Tomato
SOUP

DELIVERED
ES

rition Facts
110

PART B

HOW IT WORKS IN NEW ZEALAND

Why is fundholding appealing?

The entry requirements to establish a charity are not demanding, therefore almost anyone with a charitable idea or vision can establish a charity without much difficulty. However, the actual operation and maintenance of a charity, and keeping it compliant over time is far more difficult. Therefore, the early stages of a charity are the most fragile. Essentially, a charity fundholder acts as the stabiliser for any charitable projects to grow on.¹³ The charity fundholder will be in the position to provide financial efficiencies for the project through shared services and access to a broader range of services than stand-alone smaller entities could afford independently.¹⁴ Further, some funders only provide funds to charities that have been in operation for a certain number of years or have managed a certain size of budget previously. This is because new projects are often perceived to be of high risk. Therefore, in order for a new project to receive funds, they may rely on a reputable charity to receive funds on its behalf.¹⁵ From this, the funders can be assured that their funds will be used appropriately and in ways accounted for by the longer-established charity fundholder.¹⁶

Those that are considering applying to become their own charity, fundholding can provide unique support by enabling the project to operate during the transitional period. Registration can be a lengthy process. During this time, the project leaders may choose to enter into a temporary fund holding arrangement with an already registered charity. This is so that the project can start without having to wait for the charity to be registered before commencing. This is especially relevant if time is of the essence, for example where the project members have to respond to emerging events or an approaching grant application deadline. It is also relevant for projects that intend to be active only for a limited time, perhaps for a shorter period than what it takes to register a charity.

A fundholding agreement

There are various forms of fundholding and it is important to determine which is best suited to advance the particular project.

When setting up any form of fundholding, there should always be a written agreement as a matter of good contractual governance. Problems arise when the party's expectations are different. Therefore, to avoid disputes, responsibilities and procedures for the relationship should be made clear from the outset.¹⁷ It is important to seek independent legal advice before signing any contract. Some fundholding agreements involve complex considerations that are difficult to understand for people that are not used to dealing with contracts or where English is not their first language. A legal review of the contract by a lawyer, prior to signing, can ensure that both sides' interests are sufficiently accounted for.¹⁸

The terms of the fundholding may include:

- the activities of the project;
- alignment of the project's charitable purpose with those of the fund holder;
- control and oversight for the project and funds;
- key person or people who will be delivering the project;
- the creation of a restricted fund to house contributions received to benefit the project;
- the purposes of the funds (or grants);
- any limitations on use of the funds (or grants);
- requirements set by the funder that the project must work to;
- ownership rights in the work product created by the project, including intellectual property;
- liability for the activities of the funded project;
- the fundholder's fundholding policies charged fees; and
- termination of the fundholding relationship.¹⁹

Annexure 1 gives an example of what a fundholding agreement in New Zealand could look like.

Separate agreement between members of the Group

The legal status of a group of individuals carrying out work together for the project is described as ‘unincorporated’. As such there can be uncertainty regarding who is actually a member of the group because individuals can join or leave the group at any time. Moreover, there can be confusion surrounding the legal ownership of property of the group. Liability may sit personally with the individuals – a compelling reason to incorporate an entity at the right time. To ensure clarity of rights and responsibilities of the members within the group, a formal agreement, separate from the fundholding agreement, could be entered into between group members.²⁰ It is also important for group members to be aware if any considerations in their agreement are superseded or in conflict with the agreement with the fundholder charity.

Finding the right fundholder

It is important to find the right fundholder for the project, especially when the fundholding charity’s board has ultimate control and oversight. An adept fundholder usually has experience with past fundholding ventures that have been successful, and is financially and organisationally healthy. Importantly, the fundholder should have exempt purposes that are compatible with the project.²¹ The administrative fee will be relevant to consider (often it is a percentage), but may play a limited role in selecting an appropriate fundholder, whereas the other criteria mentioned should be thoroughly considered.

Due diligence and oversight

Regardless of the form of fundholding, the fundholder must perform sufficient due diligence and oversight on the sponsored project. It must ensure that the project is being operated in a way that is consistent with its own tax-exempt purposes and not beyond its capacity.²² The fundholder must also have some level of disclosure on how the funds are being held and used for the project. This reassures stakeholders and funders that their contributions are being used appropriately, and not for reasons other than for the project.

Termination of the fundholding relationship

If the agreement allows, the parties may end the fundholding relationship by terminating it. Termination of the agreement does not necessarily mean failure, sometimes fundholding supports early stage projects until they are ready to found their own entities, or sometimes parties may terminate the agreement if the project has “finished” or achieved its aims. The process of termination may be viewed more as a “graduation” than a failure. Usually after termination, if applicable, the project is transferred to another charity, to a new entity formed by the project’s leaders that has obtained charity status, or the funds are returned to the original donors to grant makers, and the project is cancelled. The inclusion of an exit provision is attractive for projects that are risky or uncertain to succeed, and if it turns out to be a successful venture after being funded by the charity, the project leaders may transfer the project to a separate organisation.²³ The inclusion of a termination provision is an important consideration otherwise the lack of its inclusion may result in the difficulty of disentangling oneself from the fundholding arrangement later on.²⁴

What has been happening in New Zealand so far?

Currently in New Zealand there are few known fundholders, although informally it is no doubt being done by many charities who want to support new initiatives. The current models of fundholding used in New Zealand may differ from those used overseas, such as those used in the US. Nevertheless, they reinforce some of the concepts mentioned above.



Case Study: Gift Collective

An example of a New Zealand fundholder is Gift Collective which uses an international software platform called “Open Collective” for transparent crowdfunding and managing fundholding. Open Collective has already helped thousands of groups around the world raise and manage funds and now Gift Collective has supported over 100 groups with fundholding in New Zealand.²⁵

Gift Collective operates through a long established charitable trust: The Gift Trust. The charity offers a generalist charity fundholding service open to any New Zealand initiative with a charitable purpose. The money is held on behalf of the project in The Gift Trust’s bank account, and when the project wishes to use the funds, they submit an expense online, with an associated invoice or receipt.

The funds the projects raise are legally donated to The Gift Trust, and although they are ring-fenced for each of the projects in a separate fund, they come under the legal control of The Gift Trust. The Agreement formed between The Gift Trust and project states that The Gift Trust will honour the project’s wishes regarding how the funds are spent on their approved expenses, so long as they are legally charitable and conform to the group’s stated charitable objectives.

The efficiency of the Open Collective software greatly reduces overheads for back-office administration, accounting, and oversight, while also providing radically increased transparency. This accessible fundholding infrastructure also means that projects that would otherwise not meet grant requirements can be funded.²⁶ Gift Collective has also recently developed a new employment offering that provides administrative and advisory employment support for projects, while the legal responsibility of employment stays with the projects.

Consequently, more projects are empowered, and more of the funding goes towards the actual project rather than overheads. The fact that Gift Collective’s sole mission is charity fundholding and is optimised for that service, plus the structure of The Gift Trust and the efficiency of the Open Collective platform, ensures that fees are much lower than some other charity fundholders in New Zealand at only 8%.²⁷

“The Gift Trust’s Gift Collective initiative has grown in the past few years like one of the many garden and forest initiatives we host, now fundholding for over 100 groups across the motu. Our team are experts in charitable administration and financial management and we therefore are best placed to help these groups with this work, while they get on with their important mahi in the community. The transparency of the Gift Collective platform shows the charitable nature of each and every transaction, making it easy for funders to see what work is being done.”

– Cheryl Spain, Executive Director at The Gift Trust.

Hear from their collectives:

Te Ariroa Evolutions

Te Ariroa Evolutions is a community-focused organisation based in Ōpōtiki, dedicated to empowering individuals through creative workshops, youth activities, and access to essential services. They aim to uplift their community by nurturing untapped potential, supporting personal growth, and fostering a sense of collective wellbeing. They used a model of fundholding via Gift Collective;

“Through Gift Collective, we were able to secure, store, access and use funds for our projects prior to becoming a Charity. Through fundholding, we were able to get our dream off the ground. Gift Collective helped us with invoicing and fundraising and provided invaluable support during our journey. Transparency was also really important to us, and through the platform, we were able to establish this early on for our Donors. A key project we were able to achieve during the fundholding journey was a cleanup of a creek that is significant to our community.”

- Alex, Te Ariroa Evolutions

Awatea Community Garden

Awatea Community Garden are a diverse group of locals whose purpose is to provide gardening education, create community connection, allotments and have visions of a forest garden. They are decolonizing the whenua and aligning with the Maramataka.

“Through Gift Collective, we were able to access funding without having to do paper-work and therefore focus on the garden and the community. We also liked the online platform and transparency it offered. Through fundholding we have been able to get the infrastructure that we would have never been able to access otherwise, including a locked container for tools that our members all have keys for, a tunnel house for tomatoes and winter seedlings, and a rat proof compost bin and a water tank to allow us to water through the summer”

- Ruth Robertson-Taylor

Case Study: Te Muka Rau

“Te Muka Rau is a small philanthropic trust supporting social cohesion and the central place of Te Ao Māori [the Māori world] in Aotearoa. They occasionally provide fundholding services for people and projects which are closely aligned with Te Muka Rau’s purpose; examples include hapū-based rangatahi support and enabling the philanthropy of others.

We see fundholding as a useful way in which we, as a small philanthropic trust, can be of service beyond providing grants. We love the way fundholding allows community good to happen without the huge commitment of creating and sustaining a charitable trust, and think it is a perfect solution for a wide variety of community-led initiatives.

Fundholding also seems to work well for the people we provide this service for.

“Our project was a short-term endeavour that involved receiving small donations from multiple philanthropic organisations. Te Muka Rau’s willingness to act as a fundholder meant we didn’t have to establish a new entity, navigate unnecessary bureaucratic hurdles, or compromise accountability and transparency.”

Making fundholding work requires meticulous record keeping, and works best when there is a strong and trusting relationship between the people involved. It was also reassuring for everyone involved to put in place the clear and simple fundholding agreement developed by Parry Field Lawyers” (see Annexure).

- Kate Frykberg, Te Muka Rau

Case Study: The Art’s Foundation

“The Arts Foundation Te Tumu Toi was established in 1998 in order to honour outstanding artists in their lifetime and since 2013 through Boosted crowdfund any artist project and build capability across Aotearoa New Zealand.

The Foundation is the only national arts organisation that is entirely powered by people – who fund some of the largest awards as well rallying a crowd of people to fund through Boosted where the smallest donation can be \$5.

Those who donate to a Boosted project (of which there are more than 120,000 donations) are entitled to a tax credit as the Foundation is a registered Charitable Trust. Boosted is unique in the fact that if projects don’t meet their target, all proceeds are returned to donors. This ‘all or nothing’ model creates the urgency and focus for project owners to crowdfund over a 4 week period, and over 2024 we ended the year with a 94% success rate.

Boosted does not allow or condone the incentivising of donation as rewards (such as merchandise) or other such pledges. Project owners are not able to access donations until the end of their campaigning period (wherein which they reached or exceeded their target), following the closure of their project, they invoice The Arts Foundation/Boosted for the total sum donated minus a 10% administrative fee.”



Barriers to fundholding

Blind Spots

Fundholding is relatively unknown to the general public as it is a behind-the-scenes service. Not enough has been done by fundholders, funders or Charities Services to make it known to the public. As such, it is crucial for fundholders to promote their willingness to fund hold through a website, local council, or community centre.²⁸

Misconceptions

Fundholding is often misunderstood as a tool of limited use that can only aid in funding projects. This misconception undervalues both the charity fundholder and project, impeding innovation and preventing fundholding from serving at its full capacity. Instead of being viewed simply as a financial tool, fundholding should be conceived as an arm of organisational development services that provides the necessary assistance to enable new or under-resourced projects to grow and for mature organisations to focus on mission-critical work.²⁹

Lack of accessible fundholders

In New Zealand there is a lack of fundholding options. Often, it is difficult for project leaders to find a charity fundholder willing to take them and fees can also pose an issue as it is an overhead that reduces the amount that can be used for advancing the purposes. This is because the project may be a distraction from the charity's main mission and could involve additional overhead, liability and compliance. We are in need of more accessible, affordable and effective fundholding.³⁰

Financial Services Providers (FSP) legislation

A charity that wishes to provide fundholding services may be caught by this legislation if the right circumstances apply.

Under the Financial Services Providers (Registration and Dispute Resolution) Act 2008, everyone who provides, or offers to provide, a financial service in New Zealand or from New Zealand to other countries must register as a financial service provider (FSP).

This may pose an issue for fundholding charities that wish to grant funds to initiatives, or those that keep, administer or manage money on behalf of the project³¹, while charging a fee for these services.³² A key factor to point out there is whether the fund holding charity is in fact keeping, administering or managing money on behalf of the client. Typically, in New Zealand, agreements do not provide these services, as any

money comes fully under the ownership and control of the fundholding charity. Legal and accounting advice is crucial to understand your obligations as a fundholder which depend on the terms of agreement and the nature of the relationship.

To register as an FSP a charity must confirm that they expect to provide financial services to persons in New Zealand above the minimum annual business threshold, being:

- 10 New Zealand resident financial services clients, and
- \$10,000 of financial services transactions in total with its New Zealand resident clients.³³

If applicable, a charity will have to register as a FSP before they can grant or manage any funds. To apply to be a financial service provider, the charity must decide what kind of FSP they will be. This involves providing information about the services offered. It is important for the charity to be a registered FSP, otherwise the charity will breach section 11 of the Act and could face repercussions.

Anti-Money Laundering (AML) legislation

Similarly to above, if the fundholding charity is deemed to hold administer or manage funds on behalf of another in the ordinary course of business,³⁴ then the fundholder could be considered a financial institution, and therefore Money Laundering rules may kick in.³⁵ These rules are extensive, and failure to comply can result in serious repercussions, so it's imperative the fundholder is aware of their obligations under the rules if they apply.

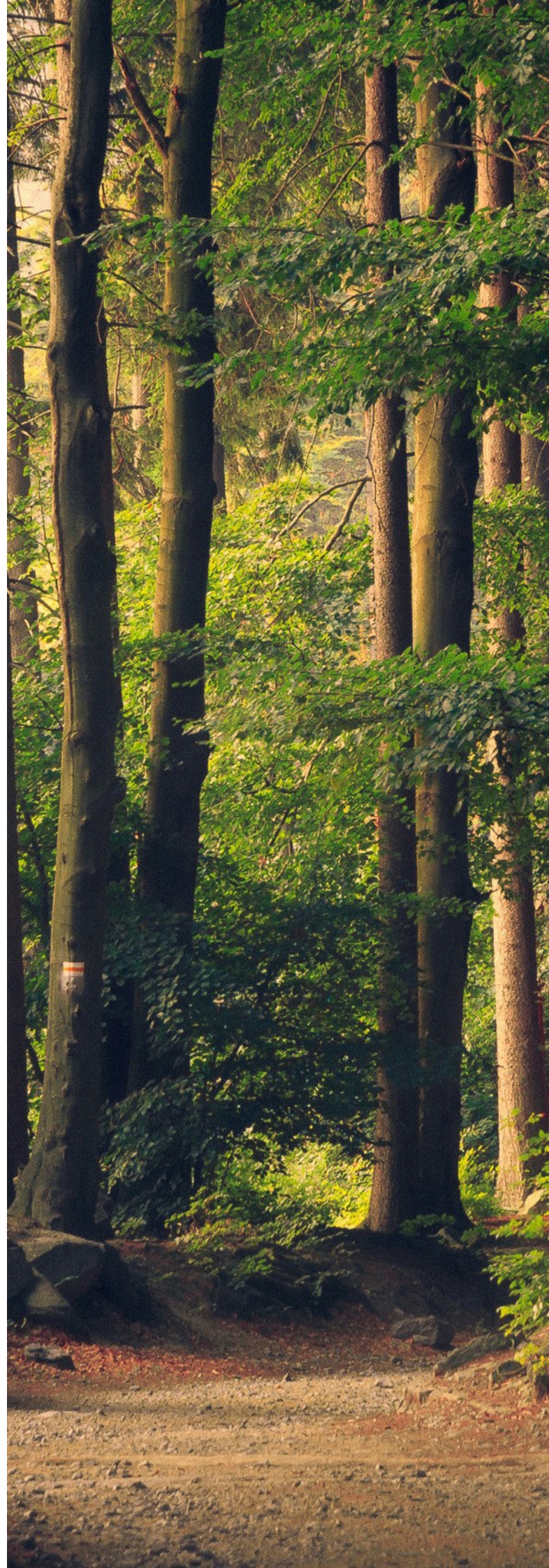
Size

While appropriate for small or informal projects, our view is that at some point, fundholding will be outgrown. This could be due to a number of factors such as the size of the projects as it expands, or liability. In this situation we suggest an actual entity be set up to safeguard everyone involved.

PART C

CONCLUSION

Fundholding can practically assist in furthering charitable goals by setting up a mutually beneficial relationship. It provides the necessary support to further new projects whilst also helping the charity fundholder maintain or build administrative capacity to further its own mission.³⁶ Fundholding is often much more efficient than multiple stand-alone entities, as the fundholder takes over complex tasks that may be essential but are auxiliary to the project's core focus and often outside its area of expertise. This allows the project to more efficiently and effectively maximize its impact.³⁷ Before committing to a fundholding arrangement, the project's leaders should explore what it is that they want and need. A lawyer should be consulted as to the form of fundholding arrangement best suited to carry out the project, the formation of a written fundholding agreement, the short-term and long-term implications, and the various issues that may arise.³⁸ It is essential for project leaders to understand the full meaning of the fundholding agreement and the impact of its terms before signing.³⁹



Resources to explore more

[Fiscal Sponsorship: What You Should Know and Why You Should Know It](#), by Erin Badrick.

[More than the Money: Fiscal Sponsorship's Unrealized Potential](#), by Jill Blair and Tina cheplick.

[Examining the Role and Diversity of Fiscal sponsors in the Nonprofit Sector](#), by Fredrik O. Andersson and Daniel Gordon Neely.

[Mission alignment key to fiscal sponsorship arrangements, experts say](#).

[Bringing Fiscal Sponsor Activity to Light](#), by Fredrik O. Anderson and Daniel G. Neely.

[A White Paper On Comprehensive Fiscal Sponsorship](#), by Joshua Sattely.

[Fiscal Sponsorship: A Balanced Overview](#), by Gene Takagi.

[7 Types of Fiscal Sponsorship & their Differences.](#)

[The Pros and Cons of a Fiscal Sponsor for Nonprofits](#), by Stephen Fishman.

[The Pros and cons of Fiscal Sponsorship](#), by Ellis Carter

[Less Hassle and Still Charitable: why Projects Choose Fiscal Sponsorship](#), by Jenny Lah and Michael Jarvis.

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Annexure 1: Fundholding Agreement

The following is an example of what a fundholding agreement could look like.

Note: This agreement has been commissioned by Te Muka Rau Charitable Trust to be for the benefit of the wider charitable sector of Aotearoa and not for commercial use. It was drafted by Steven Moe of Parry Field Lawyers with input from Kate Frykberg and Marama Takao. Every situation is unique and it will need customisation to reflect the relationship and context.

FUNDHOLDER AGREEMENT dated 202_

PARTIES

1. [] (“Fund Holder”)
2. [] as the project steward (“**Kaikōkiri**”)

INTRODUCTION

- A. [] intends to [purpose] (“the [add appropriate name for the project or use the term **Project**]”).
- B. [] is a charitable trust established by deed of charitable trust dated [].
- C. The [] wishes to donate \$[] (“the **Funds**”) to support the Project. In the absence of an existing legal entity being established for the Project, the [] has agreed to transfer the funds to the Fund Holder for the benefit of the Project.
- D. The Fund Holder has agreed to accept the Funds on behalf of the Kaikōkiri and hold the Funds as stakeholder for the Kaikōkiri and to release funds from time to time in accordance with this agreement.
- E. The parties wish to set out the terms of this agreement.

OPERATIVE PROVISIONS

1. The Kaikōkiri confirms that it wishes to engage the Fund Holder from [date] until the date the Kaikōkiri provides notice that the Project has been completed, or the Fund Holder provides notice to the Kaikōkiri that the Funds have been used or other such date as may be mutually agreed (“the **Agreement Period**”).
2. The Fund Holder confirms that it will receive and hold any funds received for the Kaikōkiri during the Agreement Period as stakeholder in a separate bank account set aside for the Purpose and release funds in accordance with the process set out in clause 6. The Fund Holder may charge an administration fee which, if any, is specified in Schedule 1.
3. The Fund Holder will provide monthly reports on the balance of the account, and as requested by the Kaikōkiri from time to time.
4. The Kaikōkiri confirms that it will provide a report to the [] on the Project at the times agreed and in the format agreed between the project and []. Reports provided to [] will also be shared with the Fund Holder.
5. The Kaikōkiri agrees that it is in charge of the Project and agrees to indemnify the Fund Holder against any and all liability which may result from the running of the Project.

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6. Release of Funds

- 6.1. The Fund Holder confirms that funds held for the Kaikōkiri will be released from time to time upon receipt of an invoice (or receipts) provided with a brief written explanation that has been approved by either [Name 1] or [Name 2] or [Name 3] (“the **Nominated Persons**”). If the amount requested is over \$1,000 then at least two out of the three Nominated Persons must provide their approval to the Fund Holder.
- 6.2. The Fund Holder confirms that should the Kaikōkiri provide notice that it has established a legal entity specifically for the Project (and provides evidence of registration with Charities Services), any funds held by the Fund Holder for the Kaikōkiri will be transferred to the newly established entity.
- 6.3. Each party acknowledges that the Fund Holder may also be engaged by the Kaikōkiri in other such activities as may be agreeable to both parties from time to time and that certain fees may be charged, as further set out in Schedule 1.

7. Dispute Resolution

- 7.1. In the event of any disagreement or dispute all parties agree to in the first instance attempt to resolve the issue amicably and constructively between themselves. If that is not possible within 10 days then the parties agree to raise the matter to the person in charge of each group for discussion. If that does not solve the dispute within 10 days, either party may by notice to the other party refer the dispute to mediation, with each party paying half of the cost of mediation. [Note: Amend to be appropriate for the situation eg whether the original donor is also involved and if appropriate to go to binding arbitration – a lot of this may depend on amount at stake.]
- 7.2. While any dispute remains unresolved, each party shall continue to perform this Agreement to the extent practicable, but without prejudice to their respective rights and remedies.

8. Termination of this Agreement

- 8.1. This Agreement will operate for the Agreement Period set out in clause 1 unless either party gives one months’ notice in writing to the other party to extend or terminate it. Upon termination, the Fund Holder will return the balance of the amount it holds (if any) to the original entity ([]) which donated the funds.

9. Confidentiality

- 9.1. Each party agrees to keep all matters relating to this Agreement confidential, except where such information is already in the public domain. No party will make any public announcement relating to this Agreement without obtaining prior written consent from the other party.

10. General

- 10.1. Each party shall sign, execute and do all acts, documents and things as may reasonably be required by the other party effectively to carry out and give effect to the terms and intentions of this Agreement.
- 10.2. The parties shall each bear their own costs and expenses in relation to this Agreement.
- 10.3. This Agreement may be amended at any time with the written agreement of both parties.
- 10.4. No party may transfer, assign or sub-contract this Agreement or any rights or obligations under it without the prior written consent of the other party.
- 10.5. This Agreement may be executed in two or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 10.6. This Agreement will be governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

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SIGNED AS AN AGREEMENT

SIGNED for and on behalf of
[]
as Fund Holder
by two of its trustees

Trustee

Trustee

SIGNED by the said
[NAME 1] on behalf of

as Kaikōkiri
in the presence of:

[NAME 1]

Signature

Print Name

Occupation

Town/City of Residence

SIGNED by the said
[NAME 2] on behalf of

as Kaikōkiri
in the presence of:

[NAME 2]

Signature

Print Name

Occupation

Town/City of Residence

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Contact Us



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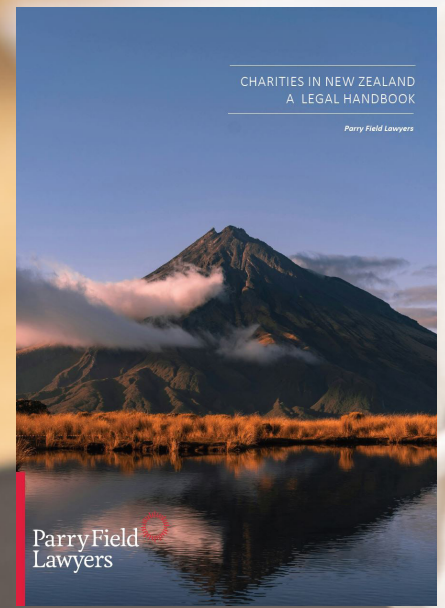
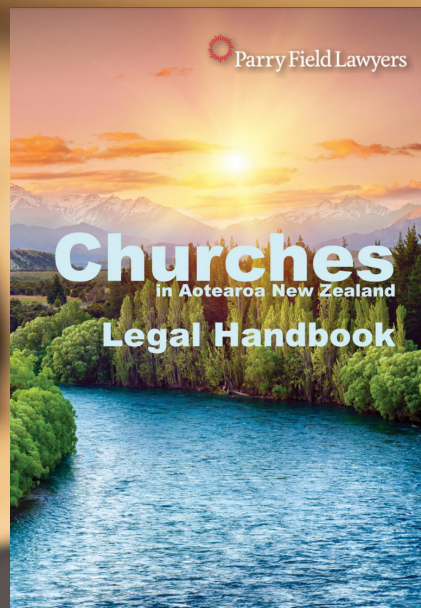
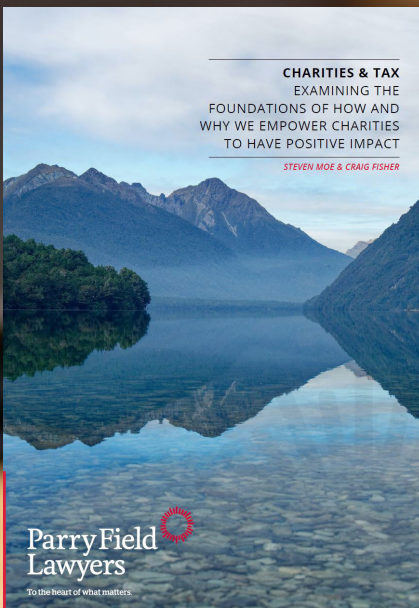


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