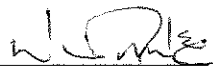


# Ngā uri o Maikuku rāua ko Huatakaroa 1891 Trust

Wiremu Leslie Tane, Bryce Young Blair, Sharon Christine Cavanagh (the Initial Trustees)

I hereby certify that this is a correct copy of the trust deed or rules of the Ngā uri o Maikuku rāua ko Huatakaroa 1891 Trust as per section 10(2) of the Charitable Trusts Act 1957

Signed by 

Wiremu Leslie Tane

as trustee of the Ngā uri o Maikuku rāua ko Huatakaroa  
1891 Trust

Date: 17/07/19

# Ngā uri o Maikuku rāua ko Huatakaroa 1891 Trust

Wiremu Leslie Tane, Bryce Young Blair, Sharon Christine Cavanagh (the Initial Trustees)

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## NGĀ URI O MAIKUKU RĀUA KO HUATAKAROA 1891 TRUST

Date: 17 July 2019

### NGĀ PĀTI / PARTIES

Wiremu Leslie Tane, Bryce Young Blair, Sharon Christine Cavanagh (the *Initial Trustees*)

### WHAKAPAPA / BACKGROUND

- A The Initial Trustees wish to declare a charitable trust to give effect to the charitable purposes referred to in this deed.
- B On signing this deed the Initial Trustees declare a trust on and subject to the terms of this deed in respect of \$10 held by them upon the trusts and with the powers set out in this deed.

### NOW THIS DEED RECORDS:

#### 1 PAPAKUPU ME TE WAIHANGA / DEFINITIONS AND CONSTRUCTION

##### 1.1 Papakupu / Defined terms

In this deed, unless the context requires otherwise:

*AGM* means annual general meeting of the Trust;

*Balance Date* means 31 March or any other date which the Trustees adopt by resolution as the date up to which accounts are to be made in each year;

*Designated Gift* means a gift which is subject to a trust for a specific purpose that comes within the purposes of the Trust Fund;

*Elected Trustees* means the Trustees elected in accordance with Schedule Two;

*Election Closing Date* has the meaning set out in clause 11.1 of Schedule Two;

*First Elected Trustees* means the first Elected Trustees elected in accordance with Schedule Two;

*Hapū* means specifically Ngāti Rahiri, Ngāti Kawa, Te Matarahurahu, Te Ngarehauata, Te Whanaurara (Whanauaro) and Ngati Kaihoroi inclusive of other associated Hapu e.g. Te Uri O Hua, Ngati Rangi, Ngati Hine and many other related Hapu.

*Income Year* means any year or other accounting period ending on a Balance Date;

*Initial Trustees* means the individuals listed in clause 4 of Schedule Two;

*Member* means an individual who:

- (a) descends from the Tūpuna (and, by that descent, may affiliate to a Hapū); and

(b) their descent is endorsed by a Tupuna Whānau Representative;

*Nominations Closing Date* has the meaning set out in clause 9.4 of Schedule Two;

*Related Person* for the purposes of clause 17.2 and in relation to any business to which section CW42(5) of the Income Tax Act 2007 applies, means a person specified in paragraphs (i) to (iv) of subsection (5)(b) of that section, the persons currently specified being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- (d) a person associated with a settlor, trustee, shareholder or director already mentioned in this definition;

*TB3 Trust Deed* means the trust deed of Te Tii (Waitangi) B3 Trust as amended from time to time;

*Trustees of Te Tii* means the trustees of Te Tii (Waitangi) B3 Trust;

*Tupuna Whānau Representative* has the meaning set out in the TB3 Trust Deed;

*Teleconference Meeting* means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication;

*Trust* means the charitable trust created by this deed;

*Trustees* means the Initial Trustees and the Trustees appointed, elected or co-opted from time to time in accordance with Schedule Two whether original, additional or substituted;

*Trust Fund* means the sum of \$10 referred to in Background B of this deed and includes any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees after this deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this deed; and

*Tūpuna* means Maikuku and Huatakaroa.

## 1.2 **Waihanga / Construction**

In the construction of this deed, unless the context requires otherwise:

- (a) a reference to “this deed” is a reference to this deed as amended from time to time;



- (b) a reference to “Trustees” is a reference to the trustees for the time being of the Trust Fund, whether original, additional or substituted;
- (c) a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- (d) a reference to an enactment is a reference to that enactment as amended, or to any enactment that has been substituted for that enactment;
- (e) the Schedules form part of this deed;
- (f) headings appear as a matter of convenience and shall not affect the construction of this deed.

## 2 **HANGANGA A TE TIAKITANGA / CREATION OF THE TRUST**

### 2.1 **Whakapuakitanga a te tiakitanga/ Declaration of trust**

The Initial Trustees declare that they hold the Trust Fund upon the trusts and with the powers and for the purposes set out in this deed.

### 2.2 **Ngā ingoa o ngā tiakitanga/ Name of trusts**

The trusts created by this deed are to be known as the “Ngā Uri o Maikuku rāua Ko Huatakaroa 1891 Trust” or by such other name as the Trustees may determine by resolution from time to time.

## 3 **TE WHAKAMAHI MIHANA / MISSION STATEMENT**

“Ngā puawaitanga o ngā moemoea o Maikuku rāua ko Huatakaroa”

The perceived dreams and aspirations of Maikuku and Huatakaroa for their many descendants.

## 4 **WHĀINGA / PURPOSES**

The Trust is established for the following purposes:

- (a) The promotion of health, including creating and supporting innovative ways to deal with health issues;
- (b) The furtherance of education;
- (c) Relief of poverty;
- (d) maintenance of marae as places of historical and cultural significance in the rohe; and
- (e) Other purposes that come under the fourth head of charity, being of benefit to the community,

in each case in respect of and for the benefit of the Members.

## 5 **MĀTĀPONO / PRINCIPLES**

In attaining its purposes set out at clause 5, the Trust is committed to upholding principles of tikanga, including:

- (a) **Tika:** Custom, Authority, Right, Just, Fair, Reason;
- (b) **Pono:** True, Genuine, Hospitable, Bountiful / Abundance (chattels);
- (c) **Tapu:** Sacred, restrictive, Property & Goods, respect;
- (d) **Aroha:** Love, Compassion, Giving, Regard & Approval for;
- (e) **Kaitiakitanga:** the spiritual and cultural guardianship of Te Ao Mārama; a responsibility derived from whakapapa;
- (f) **Manaakitanga:** Behaviour that acknowledges the mana of others expressed through aroha, hospitality and mutual respect.

## 6 **RĒHITANGA / REGISTRATION**

### 6.1 **Kaporeihana i raro i te ture / Incorporation under the Charitable Trusts Act 1957**

The Trustees may apply under the Charitable Trusts Act 1957 for incorporation as a Board under the name “Ngā Uri o Maikuku Rao Ko Huatakaroa 1891 Trust”, or under such other name approved by the Registrar of Incorporated Societies.

### 6.2 **Rēhitanga i raro i te ture / Registration under the Charities Act 2005**

If they consider it appropriate the Trustees or the Board (as the case may be) may apply to be registered as a charitable entity under the Charities Act 2005. If and while so registered, the Trustees or the Board (as the case may be) will comply with the requirements of that Act.

## 7 **NGĀ TIAKITANGA WHIWHINGA PŪTEA / INCOME TRUSTS**

### 7.1 **Te mana ki te whakamahi i te whiwhinga pūtea / Power to pay, apply or appropriate income**

The Trustees may pay, apply or appropriate, or decide to pay, apply or appropriate as much of the income arising from the Trust Fund in an Income Year as they think fit for or towards one or more of the purposes of the Trust and if the Trustees so provide for more than one purpose they need not treat each purpose equally.

### 7.2 **Ngā mea e hāngai ana ki te whakamahinga a te whiwhinga pūtea / Provisions relating to payments, applications and appropriations of income**

- (a) The Trustees may appropriate any investments for one or more of the purposes of the Trust in anticipation of a payment or application under clause 7.1.

- (b) In any Income Year, the Trustees may appropriate all or part of the income derived or to be derived from the Trust Fund during that Income Year even though, at the time of appropriation, they have not received the income being appropriated.
- (c) If the Trustees appropriate any income for any purpose of the Trust the recipient of that income shall take an absolute and indefeasible interest in that income as from the date on which it is appropriated.

7.3 **Te mana ki te pupuri ki te whiwhinga pūtea / Power to retain income**  
The Trustees need not distribute all of the income arising from the Trust Fund in an Income Year, but may retain or decide to retain all or part of that income to establish or augment any reserve fund, which may be used at any later time for any purpose for which income arising from the Trust Fund may be used.

7.4 **Ngā whiwhinga ki ngā utunga o te whiwhinga pūtea/ Receipts for payments of income**  
The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient, of any payment of income made under clause 7.1, shall be a complete discharge to the Trustees for that payment.

## 8 **NGĀ TIAKITANGA HAUPŪ RAWA / CAPITAL TRUSTS**

8.1 **Te mana ki te whakamahi i te haupū rawa / Power to pay, apply or appropriate capital**  
At any time the Trustees may pay, apply or appropriate or decide to pay, apply or appropriate as much of the capital of the Trust Fund as they think fit for or towards one or more of the purposes of the Trust and if the Trustees so provide for more than one purpose they need not treat each purpose equally.

8.2 **Ngā mea e hāngai ana ki te whakamahinga a te haupū rawa / Provisions relating to payments, applications and appropriations of capital**  
(a) Any payment, application or appropriation of capital may be made either in addition to, or in place of, any payment, application or appropriation of income.

- (b) The Trustees may appropriate any investments for one or more of the purposes of the Trust in anticipation of a payment or application under clause 8.1.

8.3 **Ngā whiwhinga ki ngā utunga o te haupū rawa / Receipts for payments of capital**  
The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient, of any payment of capital made under clause 8.1, shall be a complete discharge to the Trustees for that payment.

## 9 **TE WHIWHINGA O NGĀ KOHA / RECEIPT OF GIFTS**

### 9.1 **Te whiwhinga o ngā koha / Receipt of gifts**

The Trustees may receive solicited and unsolicited gifts of any real or personal property for the purposes of the Trust or for any specific purpose that comes within the purposes of the Trust.

### 9.2 **Ngā taiakitanga whakatāuke / Separate specific trusts**

- (a) If the Trustees accept a Designated Gift they must keep that Designated Gift and any income derived from it separate from the general assets of the Trust Fund, and administer it as a separate specific trust in terms of the trust under which it was given.
- (b) The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other separate specific trust.
- (c) Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the general purposes of the Trust.

### 9.3 **He koha mā ngā tarahitī e kape / Trustees may refuse a gift**

The Trustees may refuse to accept any gift if they determine that it is in the best interests of the Trust to do so.

## 10 **NGĀ TARAHITĪ / TRUSTEES**

### 10.1 **Whakaritenga o ngā tarahitī / Appointment of Trustees**

Trustees will be appointed or elected and removed in accordance with the procedure set out in Schedule Two.

### 10.2 **Whakaritenga o te tiamana / Appointment of chairperson**

The Trustees may elect one of their number as a chairperson to chair their meetings. If the chairperson cannot be present, or is not present within 10 minutes of the time appointed for any meeting, the Trustees present may elect one of their number to be the chairperson of the meeting. The chairperson shall not have a casting vote.

### 10.3 **Whakaritenga o ngā kaiawhina/ Appointment of secretary, treasurer and others**

The Trustees may appoint a secretary, treasurer and any other officers or employees that the affairs of the Trust may require on such terms and conditions as they think fit. The Trustees may also remove and replace any persons so appointed.

### 10.4 **Ngā komiti / Committees**

The Trustees may appoint sub-committees, ad hoc committees or executive committees as they may from time to time think expedient for carrying out the purposes of the Trust. Any such committee may co-opt any other person, whether a Trustee or not, to be a member of that committee. Subject to any directions that the Trustees might give, each committee may regulate its own procedure.

## 11 **NGĀ HUI O NGĀ TARAHITĪ / TRUSTEE MEETINGS**

### 11.1 **Ngā hui / Meetings**

The Trustees shall meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust, but in any event at least once in each Income Year.

### 11.2 **Kōrama / Quorum**

A majority of Trustees shall constitute a quorum at meetings of the Trustees.

### 11.3 **Hui whakaaturanga / Notice of meetings**

- (a) Written notice of every meeting of Trustees shall be either hand-delivered, posted or sent by facsimile or email to each Trustee at least 7 days before the date of the meeting.
- (b) Every notice of a meeting shall state the place, day and time of the meeting and may also state the subject-matter of the meeting.
- (c) The requirement for notice of a meeting may be waived if all the Trustees give their consent to such a waiver.

### 11.4 **Hikinga / Adjournment**

If a quorum is not present within 30 minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting.

### 11.5 **Ngā tatūnga / Resolutions**

- (a) Except where this deed provides otherwise a decision is taken and a resolution is validly made when it is passed by a simple majority of those Trustees present and entitled to vote at a duly convened and conducted meeting of the Trustees.
- (b) The Trustees may vary or cancel any resolution at a meeting.
- (c) A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees.

### 11.6 **Ngā miniti / Minutes**

- (a) The Trustees shall keep a proper record in a minute book (whether physical or electronic) of all decisions taken and business transacted at every meeting of the Trustees.
- (b) Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

### 11.7 **Hui ā-waea / Teleconference Meetings**

- (a) A Teleconference Meeting between a number of Trustees who constitute a quorum, shall be deemed to constitute a meeting of the Trustees. All the provisions in this

deed relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:

- (i) All of the Trustees for the time being entitled to receive notice of a meeting shall be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
- (ii) Throughout the Teleconference Meeting each participant must be able to hear each of the other participants taking part;
- (iii) At the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (iv) A participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the consent of the chairperson, or if there is no chairperson, the consent of the other participants. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with such consent;
- (v) A minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities.

## **12 TĀTARI KAUTE, PŪRONGO Ā-TAU ME NGĀ PŪRONGO PŪTEA / AUDIT, ANNUAL REPORT AND FINANCIAL STATEMENTS**

- 12.1 At their first meeting in each Income Year (other than the first Income Year) the Trustees shall present a report dealing with the affairs of the Trust, supported by a statement of the Trust's income and expenditure during the previous Income Year and a statement of its assets and liabilities at the end of that Income Year.
- 12.2 The Trustees will ensure that they comply with current reporting standards and requirements for an entity with the level of expenditure of the Trust.
- 12.3 If the Trustees at any time resolve to appoint an auditor to audit or review the Trust's financial statements then they will ensure that the financial statements of the Trust for each Income Year are audited or reviewed, as the case may be, by a chartered accountant in public practice within 4 months after the end of that Income Year. The person appointed as auditor must not be a Trustee.

## **13 HUI Ā-TAU / ANNUAL GENERAL MEETING**

### **13.1 Te hātepe / Procedure**

- (a) The Trustees must call an AGM of the Members within 6 months of the Balance Date.

- (b) The AGM must be advertised not less than 30 working days' in advance, by way of newspaper advertisement, and any other means as determined by the Trustees including email and social media, and must state the agenda of the AGM.
- (c) The business of the AGM must include:
  - (i) the chairperson's report;
  - (ii) presentation by the Trustees of an annual report for the previous Income Year, including an explanation of the Trust's general activities;
  - (iii) presentation by the Trustees of financial statements for the previous Income Year;
  - (iv) announcing the names of all newly appointed Trustees in accordance with Schedule Two;
  - (v) setting a date for the next AGM; and
  - (vi) any other general business as determined by the Trustees.

#### 14 **PŪTEA WHAKAHAERE / CONTROL OF FUNDS**

All money received by or on behalf of the Trust shall be paid immediately to the credit of the Trust in an account or accounts with a Bank or Banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

#### 15 **WAITOHU / CUSTODY AND USE OF COMMON SEAL**

If the Trustees become incorporated as a Board under the Charitable Trusts Act 1957 they may adopt a common seal and have custody of the common seal. The common seal may be affixed to any document only with the prior authorisation of the Trustees and, once authorised, may be affixed in the presence of any two Trustees who must sign the document.

#### 16 **PUAKANGA O NGĀ PĀNGA/ DISCLOSURE OF INTERESTS**

##### 16.1 **He Tarahitī ki tētahi pānga/ Interested Trustee**

- (a) A Trustee will be interested in a transaction to which the Trust is a party if the Trustee:
  - (i) is a party to, or will derive a material financial benefit from that transaction;
  - (ii) has material financial interest in another party to the transaction;

- (iii) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;
  - (iv) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the transaction; or
  - (v) is otherwise directly or indirectly interested in the transaction.
- (b) As soon as a Trustee becomes aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, he or she must disclose to his or her co-trustees:
- (i) the nature and monetary value of that interest (if the monetary value of the Trustee's interest is able to be quantified); or
  - (ii) if the monetary value of the Trustee's interest cannot be quantified, the nature and extent of that interest.
- (c) A disclosure of interest by a Trustee must be recorded in the minute book of the Trust.

**16.2 Tē taea e te Tarahitī ki tētahi pānga te pōti / Interested Trustee may not vote**

A Trustee who is interested in a transaction entered into, or to be entered into, by the Trust may not vote on a matter relating to the transaction, nor be included among the Trustees present at the meeting for the purpose of determining a quorum, but may:

- (a) attend a meeting of Trustees at which a matter relating to the transaction arises;
- (b) sign a document relating to the transaction on behalf of the Trust; and
- (c) do anything else as a Trustee in relation to the implementation of the transaction, as if he or she were not interested in the transaction.

**16.3 Te mahi a te Tarahitī ki tētahi pānga / Dealing with interested Trustees**

Subject to clauses 16.1 and 16.2, each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in any other capacity as if he or she had not been appointed as a Trustee.

**17 NGĀ RĀHUI I TE RAWA PARAIWETI ME NGĀ PAINGA I NGĀ MAHI PAKIHI / RESTRICTIONS ON PRIVATE PECUNIARY PROFIT AND ON BENEFITS IN BUSINESS ACTIVITY**

**17.1 Te kore whai rawa paraiweti me ngā mea e āhei ana ngā tangata ki te whiwhi / No private pecuniary profit of any individual and exceptions**

- (a) No private pecuniary profit shall be made by any person involved in this Trust, except that:



- (i) any Trustee or committee member appointed by the Trustees shall be entitled to be reimbursed out of the assets of the Trust for all expenses which he or she properly incurs in connection with the affairs of the Trust;
  - (ii) the Trust may pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;
  - (iii) any Trustee is to be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;
  - (iv) in each Income Year, each Trustee will be entitled to such remuneration for his or her services actually rendered to the Trust as a Trustee as may be fair and reasonable having regard to his or her duties and responsibilities, but not exceeding the amount recommended by the Trustees;
  - (v) any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that company or undertaking is in any way attributable to that Trustee's connection with the Trust.
- (b) The Trustees, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by this clause 17.1 are strictly observed.

**17.2 Te Rāhui i ngā painga i ngā mahi pakihi / Prohibition of benefit or advantage in business activity**

- (a) In the carrying on of any business under this deed no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:
- (i) the nature or amount of that benefit, advantage or income; or
  - (ii) the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.
- (b) A person who is in the course of, and as part of the carrying on of his or her business of a professional public practice, shall not, by reason only of him or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause 17.2.

## 18 **NGĀ MANA / TRUSTEES' POWERS**

### 18.1 **Te mana tukipū / General power**

It is intended that in the exercise of their discretion the Trustees shall have the fullest possible powers in relation to the Trust Fund, and that they may do anything they think necessary, expedient or desirable in furtherance of the purposes of the Trust. However:

- (a) this general power does not authorise the Trustees to do anything which may prejudice the charitable nature of the purposes of the Trust; and
- (b) all the Trustees' powers, authorities and discretions shall be subject to any direction to the contrary in any instrument evidencing or conferring a gift accepted by the Trustees, whether the gift is a Designated Gift or is generally for the purposes of the Trust Fund.

### 18.2 **Ngā mana pū / Specific powers**

Without prejudice to the generality of clause 18.1, or to any of the Trustees' express or implied powers, the Trustees shall have the powers specified in Schedule One and may exercise them either alone or with any other person(s) in furtherance of the purposes of the Trust.

## 19 **NGĀ KUPU AWHINA O TE RŌIA / ADVICE OF COUNSEL**

If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister of the High Court of New Zealand of at least seven years' standing. And they may act upon the barrister's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister's opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions.

## 20 **TE TAUMAHATANGA O NGĀ TARAHITĪ/ LIABILITY OF TRUSTEES**

### 20.1 **Te taumahatanga ki te hinga/ Liability for loss**

A Trustee shall be liable only for any loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.

### 20.2 **Te paerewa o te manaaki / Standard of care**

Where, for the time being, there is more than one person acting as a trustee of the Trust Fund, and one or more, but not all, of them is or are engaged in a profession, employment or business which is or includes acting as a trustee or investing money on behalf of others, then in exercising any power of investment, that trustee or those trustees (as the case may be) shall not be required to exercise the care, diligence and skill that a prudent person engaged in that profession, employment or business would exercise in managing the affairs of others. Rather, that trustee or those trustees (as the case may be) shall be required only

to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others. This clause 20.2 shall constitute a contrary intention for the purposes of clause 13D of the Trustee Act 1956.

**21 TE TARAHITĪ WHAKAHAUMARU / TRUSTEE INDEMNITY**

A Trustee shall be entitled to exoneration and indemnity out of the assets of the Trust for any liability which that Trustee incurs in relation to the Trust and which is not attributable to that Trustee's dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust.

**22 WHAKAMUTU ME TE KOHA WĀWĀHI / WINDING UP**

22.1 The Trustees may wind up the Trust if in their opinion, it becomes impossible, impracticable or inexpedient to carry out the purposes of the Trust set out in clause 4.

22.2 On the winding up of the Trust, the Trustees must give or transfer all surplus assets after the payment of costs, debts and liabilities:

- (a) to some other charitable organisation or body within New Zealand having similar objects to the Trust; or
- (b) for some other charitable purpose or purposes within New Zealand.

**23 WHAKAREREKĒTANGA O TE RĪRI NEI / ALTERATIONS TO DEED**

23.1 Subject to clause 23.2, this deed (including the Schedules) may be altered only by:

- (a) a resolution of Trustees passed at a meeting of Trustees of which written notice specifying the nature of the proposed alteration has been provided to each Trustee at least seven days before the date of the meeting at which it is to be considered; or
- (b) a written resolution of Trustees under clause 11.5(c).

23.2 Any alteration to this deed that prejudices the charitable nature of the Trust, and in particular the meeting, by the Trust, of all the requirements for any exemptions available to charities under the New Zealand revenue laws, shall be invalid.

**(Schedules follow)**

## **SCHEDULE ONE: NGĀ MANA PŪ/ TRUSTEES' SPECIFIC POWERS**

Pursuant to clause 18.2, the Trustees have the following specific powers:

- 1 **Ki te whakatū i ngā pūtea / To raise funds**  
To raise money for any of the purposes of the Trust by all lawful means, including the conduct of fundraising campaigns.
- 2 **Ki te haumi / To invest**
  - (a) To invest the Trust Fund and the income from it in any form of investment on such terms and for such periods as the Trustees in their absolute discretion determine, and to vary any such investment from time to time.
  - (b) To hold one or more investments without any obligation to diversify, or to consider diversifying, between investments or nature or types of investment and without being liable for any resultant loss to the Trust Fund.
  - (c) To hold a single investment or to concentrate their capital investment in any single asset (including, but without limitation, shares in a company or group of companies) without being liable for any resultant loss to the Trust Fund.
- 3 **Ki te whakatū i tētahi menetia haumi / To appoint an investment manager**  
To appoint any person as an investment manager to invest and manage all or any investments forming part of the Trust Fund on such terms as the Trustees think fit, such terms to include a regular review of the investment manager's management of the investments.
- 4 **Ki te pupuri i ngā haumi / To retain investments**  
To retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper, even if they are not investments which could be properly made by a trustee.
- 5 **Ki te hoko / To sell**  
To sell any real or personal property forming part of the Trust Fund in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on loan with or without security or to be payable by instalments.
- 6 **Ki te hiki i te hoko / To postpone sale**  
To postpone the sale of any real or personal property forming part of the Trust Fund for as long as the Trustees think fit without being liable for any resultant loss to the Trust Fund.
- 7 **Ki te rēti / To let**  
To let any real and personal property at such rent and on such terms and conditions (including an option to purchase) as the Trustees think fit and to accept surrenders of any leases and tenancies.

- 8 **Ki te nama / To borrow**  
To borrow any money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit. For this purpose the Trustees may give security for repayment over the entire Trust Fund or any part of it, whether or not any part over which the security is given benefits from the borrowing.
- 9 **Ki te mahi pakihi / To carry on business**
- 9.1 To carry on any business anywhere in the world, whether in partnership or otherwise, for as long as the Trustees think fit. They may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (including any Trustee other than the Settlor or anyone who for the time being is the sole Trustee of the Trust Fund) as they think fit.
- 9.2 The Trustees shall be absolutely indemnified out of the Trust Fund for any losses which they may sustain in so carrying on any such business.
- 9.3 Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business shall, at the Trustees' discretion, be distributable as income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, shall be borne by the capital of the Trust Fund and not recouped out of later profits.
- 10 **Ki te whakaae ki ngā moni utu i ngā punga kamupene / To accept payment in company securities**  
In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company. In exercising this power the Trustees shall not be taken to be exercising a power of investment.
- 11 **Ki te whakatuarā i ngā kamupene / To promote a company**  
To promote a company or companies for the purpose of acquiring any business or the assets of any business.
- 12 **Ki te mahi ki ētahi kamupene / To act in relation to certain companies**  
In respect of any company in which the Trust Fund holds or is the beneficial owner of shares, notes, stock or debentures:
- (a) to act as a director of the company and to receive and retain fees or other remuneration for so acting without having to account to the Trust Fund unless the Trustees otherwise require;
- (b) to provide out of the Trust Fund on such terms as the Trustees think fit further capital for the company either by way of advances, loans, deposits or otherwise (with or without security) or by taking further shares in the company, but only insofar as the Trustees are satisfied on reasonable grounds that the provision of such further capital will contribute to the ability of the Trustees to fulfil the charitable purposes specified in clause 4;

- (c) to concur in the winding up, reconstruction or amalgamation of the company or in the modification of its regulations, on whatever terms the Trustees think fit; and
- (d) generally to act in relation to the company in whatever manner the Trustees consider to be in the best interests of the Trust Fund.
- 13 **Ki te wehe / To subdivide**  
To subdivide any real property forming part of the Trust Fund and to meet the costs of subdivision out of the Trust Fund.
- 14 **Ki te whakanonoi i ngā taonga / To maintain property**  
To maintain, manage and improve property which, or any interest in which, forms part of the Trust Fund, in whatever manner the Trustees think fit. For those purposes, the Trustees may pay and apply any of the capital and income of the Trust Fund as they think fit.
- 15 **Ki te whakawhanake / To develop**  
To spend any sums out of the capital or income of the Trust Fund the Trustees think fit in developing any real property forming part of the Trust Fund, and to do all things (including dedicating roads) which the Trustees consider necessary or desirable for the proper completion of the development.
- 16 **Ki te hoko taonga / To purchase property**  
To purchase as an asset of the Trust Fund any property or interest in property which the Trustees consider will benefit the Trust Fund. In exercising this power the Trustees shall not be taken to be exercising a power of investment.
- 17 **Ki te whakawhiwhi i ngā kōwhiringa / To grant and acquire options**  
To grant acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or at such later date as the Trustees think fit. The Trustees shall not be personally liable for any loss arising from their exercise of this power and shall be indemnified accordingly out of the Trust Fund.
- 18 **Ki te whakatū i ngā pūtea taurea / To make loans and advances**  
To make any loans or advances (with or without security) for any of the purposes of the Trust Fund in such manner and on such terms and conditions as the Trustees think fit.
- 19 **Te haupū rawa, te whiwhinga pūtea me ngā pūtea whakawhenumi / Capital, income and blended funds**  
To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to

apportion blended funds. Each determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund.

20 **Te hekenga uara, ngā pūtea rīwhi rānei / Depreciation or replacement funds**

To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion:

- (e) the amount of income to be credited from time to time to any of those funds;
- (f) whether those funds are income or capital.

21 **Ngā pūtea pēke / Bank accounts**

To open any bank accounts in any name(s) either on the Trustees own behalf or jointly with some other person(s), and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for any one or more of the following persons to operate on any of the Trustees' accounts at that bank:

- (g) the Trustees; and
- (h) any delegate(s) named in writing by all the Trustees.

22 **Ki te kī tauranga, ki te whakahaumarū rānei / To guarantee or indemnify**

To guarantee the liability of any person or corporation or provide an indemnity for the purposes of the Trust Fund and to give security in support of any such guarantee or indemnity, provided that any such guarantee or indemnity directly supports one or more of the charitable purposes of the Trust as set out in clause 4.

23 **Ki te inihua / To insure**

To insure any building or other insurable property to any amount up to its full insurable value, or at the Trustees' option, up to its full replacement value, against destruction or damage by fire, earthquake, fire following earthquake and such other risks as the Trustees think fit. The Trustees may pay the premiums out of income or capital as they think fit.

24 **Ki te waiho i ngā raruraru / To waive debts**

Without being liable for loss, to waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient, provided that the Trustees have first used all reasonable effort to recover the debt.

25 **Ki te putu i ngā pūtea / To deposit funds**

To deposit all or part of the Trust Fund in any currency in a savings or other interest or non-interest bearing account with any bank, trust, company or other financial or investment institution in any jurisdiction in the world. In making any deposit the Trustees shall not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

- 26 **Ki te kore haumi i te pūtea tiakitanga / To hold the Trust Fund uninvested**  
To hold any part of the Trust Fund uninvested and in any currency for as long as the Trustees think fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction.
- 27 **Ki te whakahaumarū, ki te whakarākei hoki i ngā hua / To protect or enhance assets**  
To enter into any type of contract whatever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.
- 28 **Ki te whakatū i ngā kaimahi / To appoint officers or employees**  
The Trustees may appoint persons as officers or employees (including Trustees) of the Trust if, in their opinion, the affairs of the Trust require such appointments, on such terms and conditions as they think fit. The Trustees may also remove and replace any person so appointed.
- 29 **Ki te tuku mana ki te mahi āwhina / To delegate collectively administrative functions**  
To employ and pay a person or persons to be an agent or attorney of the Trustees and to authorise them to exercise or perform any or all of the functions of the Trustees except Excluded Functions on such terms and conditions as the Trustees think fit provided that such authorisation is given in writing and such arrangements are kept under review. For the purposes of this clause, Excluded Functions means a function that is, or is related to:
- (i) the exercise of a discretion to pay, apply or appropriate or decide to pay, apply or appropriate, the whole or any part of the Trust Fund;
  - (j) the exercise of a discretion to determine whether any payment from the Trust Fund is a payment from income or capital;
  - (k) the exercise of a discretion to determine whether any payment received by the Trustees should be appropriated to income or capital;
  - (l) a right conferred on Trustees to apply to the Court; or
  - (m) a right to delegate the exercise of the Trustees' functions.
- 30 **Ki te whakauru i ngā kirimina me ngā whakariteritenga / To enter into contracts and arrangements**  
To enter into any type of contract, commitment, arrangement or understanding to assume or reallocate risk, rewards, rights or obligations on such terms as the Trustees think fit.
- 31 **Ki te whakarerekē i ngā kirimina me ngā whakariteritenga / To vary contracts and arrangements**  
To vary, assign, novate, waive, terminate or otherwise deal with on such terms as the Trustees think fit any contract, commitment, arrangement or understanding to which the Trustees are party.



32 **Ki te mahi i ngā mea matenui katoa / Do all other necessary or desirable things**

The Trustees may do all other lawful things that are necessary or desirable in their opinion for the carrying out of the purposes of the Trust.

## **SCHEDULE TWO: TE WHAKARITENGA ME TE TANGONGA O NGĀ TARAHITĪ / APPOINTMENT AND REMOVAL OF TRUSTEES**

- 1 **Waihanga / Construction**  
Unless stated otherwise, reference to clauses are reference to clauses in this Schedule.
- 2 **Whakaritenga / Application**  
The Trustees must be appointed and removed from office in accordance with the rules and procedures set out in this Schedule.
- 3 **Te nama o ngā Tarahitī / Number of Trustees**  
There must be no fewer than three and no more than five Trustees at any time.
- 4 **Ngā Tarahitī tuatahi / Initial Trustees**  
The Initial Trustees are Wiremu Leslie Tane, Bryce Young Blair and Sharon Christine Cavanagh.
- 5 **Whakaritenga / Appointment**
  - 5.1 Other than the Initial Trustees:
    - (a) one Trustee of the Trust will be appointed and removed by the Trustees of Te Tii from time to time;
    - (b) the remaining Trustees of the Trust will be elected (the *Elected Trustees*).
  - 5.2 The first election will be held prior to the second AGM, in order to appoint the First Elected Trustees.
  - 5.3 After the first election and second AGM, elections will be held prior to every anniversary of the AGM to appoint the Elected Trustees.
- 6 **Mārauraunga ki te noho Tarahitī/ Eligibility to be a Trustee**
  - 6.1 To be eligible to be a Trustee, a person must:
    - (a) be a Member who is 20 years or older; and
    - (b) fulfil the eligibility requirements for being an officer of a charitable entity under the Charities Act 2005.
- 7 **Te wā / Term of office**
  - 7.1 Subject to clauses 7.2 and 7.3 an Elected Trustee will hold office for a term of two years from the date of election, but will be eligible for re-election for one further consecutive term and is eligible for re-election for further terms, so long as an Elected Trustee never holds office for more than two consecutive terms.
  - 7.2 At the end of the second AGM following the date of this deed, the Initial Trustees other than the Initial Trustee who is also a Trustee of Te Tii will retire from office and the First Elected Trustees will be appointed.

- 7.3 To ensure orderly rotation of the Elected Trustees, half of the First Elected Trustees will retire at the end of the third AGM, and the remaining First Elected Trustees will serve their full two year term.
- 7.4 The First Elected Trustee(s) to retire will be determined by lot if the First Elected Trustees cannot agree amongst themselves.
- 7.5 Nothing in clause 7 restricts the First Elected Trustee(s) who has retired early because of rotation from seeking re-election for a further term.

**8 Mārauraunga ki te pōti, ki te whakaingoa hoki/ Eligibility to vote and to nominate**

Each Tūpuna Whānau Representative is an eligible voter and able to make a nomination.

**9 Whakaaringa o ngā kaitono / Nomination of candidates**

9.1 At least 3 months prior to every AGM, the Trustees must give notice of an election of Elected Trustees and call for the nomination of candidates.

9.2 Notice under clause 9.1 must be given:

- (a) by posting to a physical or electronic address the Trustees hold for a Tūpuna Whānau Representative; and
- (b) by newspaper advertisement, published on at least two separate days in a newspaper the Trustees consider circulates in an area where a significant number of Tūpuna Whānau Representatives reside; or
- (c) any other means as determined by the Trustees, including email and social media.

9.3 Such notice must specify:

- (a) the method of nominating candidates; and
- (b) the latest date by which nominations must be made and lodged with the Trustees.

9.4 All nominations must be lodged with the Trustees no later than 1 month following the date upon which the notice calling for nominations is given (the *Nominations Closing Date*).

9.5 Each Tūpuna Whānau Representative may:

- (a) nominate themselves as a candidate to be an Elected Trustee; or
- (b) nominate one other person (which can be another Tūpuna Whānau Representative or a Member) as a candidate to be an Elected Trustee.

9.6 Each nomination must include:

- (a) written consent to the nomination from the nominee; and
- (b) a declaration from the nominee that he or she:
  - (i) is not precluded from holding office as a Trustee on the basis of a matter specified in clause 6.1 above; and
  - (ii) agrees to be bound by the terms of this deed and any other relevant Trustee obligations if that nominee is elected as an Elected Trustee.

10 **Herenga ki tētahi pōtitanga / Requirement for election following nominations**

10.1 If, at the Nominations Closing Date, the number of eligible nominees for Elected Trustee positions:

- (a) exceeds the number of vacant Elected Trustee positions, then an election for Elected Trustees will be held in accordance with clauses 11 to 14;
- (b) equals the number of vacant Elected Trustee positions, an election for Elected Trustees need not be held, and the nominees eligible for election will be deemed to be elected as Elected Trustees; or
- (c) is less than the number of vacant Elected Trustee positions, further nominations for Elected Trustees will be called for until the number of nominees is equal to the number of vacant Elected Trustee positions, at which point the nominees eligible for election will be deemed to be elected as Elected Trustees.

11 **Whakaatutanga a te pōtitanga / Notice of Election**

11.1 If an election is required to be held under clause 10 for Elected Trustees, then immediately following the Nominations Closing Date, the Trustees must fix a closing date for the election, being:

- (a) the last day upon which a vote may be validly cast; and
- (b) at least four days before the AGM,

(the *Election Closing Date*).

11.2 The Trustees will give not less than 1 months' notice to each Tūpuna Whānau Representative of the Election Closing Date, and the method of voting as described in the below clause.

11.3 Notice under this clause 11 must take the form of notice required for nominations under clause 9.2, but must specify:

- (a) the list of nominees for vacant Elected Trustee positions;
- (b) details on the method of voting;

- (c) the Election Closing Date; and
- (d) for notice posted or emailed to a Tūpuna Whānau Representative, a valid voting form that contains sufficient information to identify the Tūpuna Whānau Representative to whom the form was sent.

12 **Te Āpiha Whakahokihoki / Returning Officer**

12.1 The Trustees will appoint a Returning Officer for the purposes of any election. The Trustees may appoint anyone they think fit to perform the tasks of the Returning Officer, provided that a Trustee or a nominee may not act as Returning Officer.

12.2 The Returning Officer is responsible for co-ordinating the election, and may appoint others to assist with that co-ordination as they consider necessary, provided that such persons may not be a Trustee or a nominee.

13 **Pōti / Voting**

13.1 Voting at any election will be by secret ballot. Tūpuna Whānau Representatives will each have one vote for one nominee in respect of each Elected Trustee position that is vacant.

13.2 A Tūpuna Whānau Representative who is also a nominee may vote for him or herself.

13.3 Voting forms must be delivered to the Returning Officer by way of post, or electronic means. The Returning Officer must ensure each Tūpuna Whānau Representative votes only once in respect of each Trustee position.

14 **Pōtitanga a ngā kaitono / Election of nominees**

14.1 On the third day following the Election Closing Date, the Returning Officer must record and count all votes validly cast.

14.2 Votes are validly cast if received by the Returning Officer by the third day following the Election Closing Date, provided that the envelope containing the voting form is post-marked on or before the Election Closing Date.

14.3 Once all the votes have been counted and recorded by the Returning Officer, and the results of the election determined, the Returning Officer will inform the Trustees of the results.

14.4 The number of highest polling nominees for Elected Trustee positions, corresponding to the number of vacant Elected Trustee positions will be elected as Trustees.

14.5 Where there is an equality of valid votes between eligible nominees and one of those nominees would be elected to a vacant Elected Trustee position but for the equality of valid votes, the Returning Officer will inquire as to whether any of the nominees wish to concede election to the other highest polling nominee and if such concession is made, the other highest polling nominee will be deemed to be elected. If no such concession is made, the election will be determined by lot.

14.6 The Trustees will inform the nominees of the election results, and announce the name of all newly appointed Elected Trustees at the AGM.

14.7 Elected nominees for Trustee positions take office immediately following the AGM of the Trust.

15 **Ngā Tarahiti tāpiri / Co-opting Trustees**

15.1 If at any time an Elected Trustee ceases to hold their position under clauses 16.1(a) to 16.1(g), the Trustees may co-opt any person eligible for election under clause 6.1 as a Trustee to replace the Elected Trustee who has ceased to hold their position, to have the full rights and powers of a Trustee in accordance with this deed and any other law.

15.2 Where a Trustee has been co-opted under clause 16.1, that Trustee must retire at the next scheduled election at which the Elected Trustee the co-opted Trustee replaced would have retired. The co-opted Trustee may be nominated for election at that election.

16 **Whakamutu / Termination of office**

16.1 A Trustee will cease to hold their position if he or she:

- (a) retires from office by giving written notice to the Trustees or the secretary of the Trust;
- (b) refuses to act;
- (c) is absent without leave from 3 consecutive ordinary meetings of the Trustees, without reasonable excuse;
- (d) becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, expressed in a resolution, he or she is unable to perform the duties of a Trustee;
- (e) in the opinion of the other Trustees, expressed in a resolution, he or she is not performing the duties of a Trustee;
- (f) ceases to fulfil the eligibility requirements for election under clause 6.1;
- (g) becomes bankrupt; or
- (h) in the case of the Elected Trustees, completes his or her term of office without being re-appointed.

17 **Te pūkete o ngā tīni / Record of changes of Trustees**

Upon every appointment, removal, election, retirement, re-election or termination of office of any Trustee, the Trustees will ensure that an entry is made in the minute book of the Trust to that effect so that any statutory requirements as to the vesting of the Trust Fund in the Trustees are satisfied.

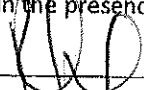
- 18 **Ko te manatokonga o ngā whakahaerenga / Validity of Proceedings**  
Where, for any reason, a Trustee is not properly elected or is disqualified from holding office, anything done by that Trustee (or by a meeting at which that Trustee was present as a Trustee) before discovery of the irregularity, will be as valid as if that Trustee had been duly appointed or had not been disqualified (as the case may be).

**WHAKATUTUKI / EXECUTION**

Signed by Wiremu Leslie Tane as Trustee

  
\_\_\_\_\_

In the presence of:

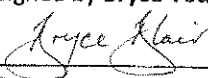
  
\_\_\_\_\_

Name: Pania Siakley


Occupation: Manager

Address: Russell

Signed by Bryce Young Blair as Trustee

  
\_\_\_\_\_

In the presence of:

  
\_\_\_\_\_

Name: Pania Siakley

Occupation: Manager

Address: Russell

Signed by Sharon Christine Cavangh as Trustee

\_\_\_\_\_  
In the presence of:

\_\_\_\_\_

Name:

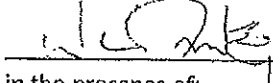
Occupation:

Address:



**WHAKATUTUKI / EXECUTION**

Signed by Wiremu Leslie Tane as Trustee

  
\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Name:

Occupation:

Address:

Signed by Bryce Young Blair as Trustee

\_\_\_\_\_

in the presence of:

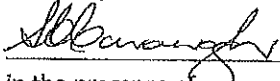
\_\_\_\_\_

Name:

Occupation:

Address:

Signed by Sharon Christine Cavangh as Trustee

  
\_\_\_\_\_

in the presence of:

  
\_\_\_\_\_

Name: SALLY COYAT

Occupation: MANAGER

Address: 104 NICHOLSON ROAD, KHANDALLAH, WELLINGTON