

**DRAFT** Charitable Trust Deed for Ngati Pukenga ki Pakikaikutu

THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017

**BETWEEN**

Name \_\_\_\_\_ Address \_\_\_\_\_ Occupation \_\_\_\_\_

**WHEREAS:**

- A. The parties to this Deed wish to establish a charitable trust (in this Deed referred to as "the Trust") for the purposes described in Clause 3 of this Deed, and
- B. The parties to this deed have agreed to contribute the sum of one dollars each to establish the Trust; and
- C. They have agreed to enter into this Deed specifying the purposes of the Trust and providing for its control and government.

**1. TE INGOA/ NAME:**

The name of the Trust is (Name to be decided by whānau), hereafter called 'the Trust'.

**2. (Kaiwhakakapi or Uri or other kupu to be decided)/BENEFICIARIES**

There are many people who can benefit from their association with Ngati Pukenga ki Pakikaikutu. The following explanations define the different classes of beneficiaries.

**2.1 Beneficial Owner**

A beneficial owner is a direct descendant of (Tupuna to be confirmed by whānau). Beneficial owners have full beneficiary and voting rights in all aspects relating to the Trust

**2.2 Honorary Beneficiaries**

Honorary beneficiaries are hunaonga (spouses, life long partners, civil union partners) of a beneficial owner of the Trust for as long as they are actively involved in a relationship with that beneficial owner and are actively contributing to and involved in trust activities. In the case where that beneficial owner dies the honorary beneficiary status of the spouse or partner is retained for as long as they continue to actively contribute to and participate in the trust activities. Honorary beneficiaries can vote on day to day administrative issues but cannot vote on issues relating to the sale or disposition of Trust assets or in the alteration of this charter.

**2.3 Whangai and adopted beneficiaries**

Tamariki (children) who are not descendants of (Tupuna) or who have no customary Māori rights within this tribal area, but have been raised as tamariki whangai or who have been legally adopted by beneficial owners are deemed to be honorary beneficiaries of the trust and have the same rights as set out in section 2.2 of this deed.

## **2. MĀTĀPONO/PRINCIPLES**

The Trust is committed, in attaining its purposes, to provide services that are founded on the following tikanga principles and values:

- 2.1 Manaakitanga
  - 2.1.1 treating people with dignity
- 2.2 Rangatiratanga
  - 2.2.1 exercising leadership that respects both iwi-wide and kainga-focused aspirations
  - 2.2.2 Recognises and supports Māori self determination
  - 2.2.3 Recognises the rights of whānau, hapu and iwi
- 2.3 Turangawaewae
  - 2.3.1 support the right of individual to have a place to belong
- 2.4 Kotahitanga
  - 2.4.1 collaborating together to achieve shared goals
- 2.5 Kaitiakitanga
  - 2.5.1 to establish a sustainable management system that recognizes and provides for iwi based needs within a fragile natural environment
- 2.6 Wairuatanga
  - 2.6.1 recognise that physical and spiritual elements are of equal importance
- 2.7 Whānaungatanga
  - 2.7.1 connecting positively with Te Tawharau O Ngati Pukenga strategic plan
  - 2.7.2 staying connected to our natural environment and all living things
  - 2.7.3 Whānau includes whakapapa from the past, present and future
  - 2.7.4 Utilise many relationships to increase the chance of success of whānau, hapu and iwi

## **3. WHĀINGA/ PURPOSE**

The purpose of the Trust will be to:

- 3.1 Advance education by:
  - 3.1.1 providing facilities and programmes which promote Te Reo Māori Me Ona Tikanga
  - 3.1.2 establishing an understanding of Ngati Pukenga Whakapapa and history
  - 3.1.3 promoting understanding and appreciation of Te Ao Māori
  - 3.1.4 promote Māori arts and crafts
  - 3.1.5 promoting Māori self-awareness, self-esteem and individual responsibility
- 3.2 Relieve poverty by:
  - 3.2.1 assisting in the relief and support of Pakikaikutu whānau disadvantaged by poverty
  - 3.2.2 providing support and services for kaumatua, tamariki, rangatahi, pakeke and whangai

- 3.3 Be beneficial to the Pakikaikutu Whānau by:
- 3.3.1 preserving and maintaining urupa and wahi tapu
  - 3.3.2 promoting kaianga and marae development
  - 3.3.3 promoting employment opportunities to whānau
  - 3.3.4. creating fundraising opportunities that will benefit services and marae
  - 3.3.5 providing economic development opportunities that will enhance and promote iwi, hapu and whānau wellbeing
  - 3.3.6 promoting environmental conservation and preservation of Pakikaikutu whenua including moana
  - 3.3.7 seeking, accepting and receiving koha, subsidies, grants, endowments, gifts, legacies, loans and bequests for the purpose of the Trust
  - 3.3.8 promoting positive inter-relationships between the members of Ngati Pukenga ki Pakikaikutu and neighboring hapu as well as wider communities
- 3.4 To do all activities which are reasonable, incidental or conducive to attaining the above principles and purposes.

**4. NGA MAHI KI AOTEAROA ANAKE/ ACTIVITIES LIMITED TO AOTEAROA/NEW ZEALAND**

The activities of the Trust will be limited to Aotearoa/New Zealand.

**5. TARI/OFFICE**

The office of the Trust will be in such place in New Zealand as the Board of Trustees may from time to time determine.

**6. TE RUNANGA WHAKAHAERE/ THE BOARD OF TRUSTEES**

- 6.1 The Board will consist of no less than three (3) trustees and no more than seven (7) Trustees.
- 6.2 Trustees must be a block owner or descendant of a block owner of Pakikaikutu
- 6.3 A person will immediately cease to be Trustee when she or he:
- 6.3.1 resigns in writing
  - 6.3.2 dies
  - 6.3.3 is declared bankrupt
  - 6.3.4 is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or subsequent enactment.
  - 6.3.5 is absent from New Zealand for a period of twelve months without obtaining leave of absence from the other Board members
  - 6.3.6 fails to attend (without reasonable explanation) three consecutive Board meetings
  - 6.3.7 is convicted of any criminal offence involving dishonesty or fraud within the last 3 year period.

- 6.4 The Board have the discretion to remove members (via unanimous vote of the remaining members) if they are not acting in the best interests of the Trust.
- 6.5 Trustees will be in place for three years, at which time, three members will step down on a voluntary basis but may offer themselves for re-election each time
- 6.6 If the number of trustees is reduced below minimum number of trustees as stated in clause 6.1, the continuing trustee/s may act for the purpose of increasing the number of trustees to that minimum but for no other purpose.

7. **(Kupu Māori to be decided by whānau)/ROLES OF THE BOARD**

The Trust shall appoint one of their number to facilitate each meeting and will likewise appoint a Minute taker. A Treasurer will be appointed yearly at the AGM. The outline of the roles is as follows.

7.1 Facilitator

- 7.1.1 Facilitate the meeting ensuring that the discussion stays focused and that all trustees get a chance to have input

7.2 Minute taker

- 7.2.1 Record true and accurate minutes of the Trust meeting.
- 7.2.2 Distribute these minutes via email to all trustees and save them to the designated USB drive or other storage system.
- 7.2.3 Bring a printed copy of the minutes to the next meeting to be agreed upon and signed by trustees.
- 7.2.4 Notify all trustees of the time and place of the next scheduled Trust meeting

7.3 Treasurer

- 7.3.1 Shall be responsible to receive all monies due to the Trust and to pay all debts contracted by the trustees.
- 7.3.2 Pay all monies received, into the Trust bank account/s as soon as is possible.
- 7.3.3 Table for approval at a meeting of Trustees, all payments made from the Trust bank account/s.
- 7.3.4 Keep a full and accurate account of the financial receipts and transactions of the Trust and shall present for inspection at all Trustee meetings.
- 7.3.5 Attend trust meetings and if unable to attend will submit an apology to the minute taker prior to the meeting
- 7.3.6 Submit annual financial accounts to the Annual General Meeting.
- 7.3.7 Undertake all such other lawful duties as may usually pertain to office of Treasurer.

8. **NGA HUI O TE RUNANGA WHAKAHAERE/ MEETINGS OF THE BOARD**

- 8.1 The procedure for Board meetings will be as follows:
  - 8.1.1 The Board shall meet, adjourn and otherwise regulate its meetings as it sees fit. Appointing a facilitator and minute taker at each meeting.
  - 8.1.2 A quorum of at least three members is necessary for any meeting of the Board

- 8.1.3 All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands, unless otherwise determined by the Board.
  - 8.1.4 A meeting of the Board may be called by any two Board members
  - 8.2 The Board will meet at least six (6) times every year. Meetings may be held in person or by any other means of communicating as decided on by the Board from time to time. The minute taker from the previous meeting will ensure that all members of the Board are notified of the meeting, either verbally or in writing.
  - 8.3 A minute taker will be appointed at each meeting. The minute taker will ensure that a minute book is maintained (hard copy and electronic) which is available to any member of the Trust and which, for each meeting of the Board, records
    - 7.3.1 the names of those present;
    - 7.3.2 all decisions made by the Board; and
    - 7.3.3 any other matters discussed at the meeting.
  - 8.4 The Board shall require no less than five days' notice for meetings
  - 8.5 The Board must keep proper filing systems and make provision for the inspection and auditing of accounts
- 9 (KUPU MĀORI TO BE DECIDED BY WHĀNAU)/ANNUAL GENERAL MEETING (AGM)**
- 9.1 The AGM of the Board shall be held within 8 weeks of receipt of financial accounts. A annual report and accounts must be presented at the AGM along with update of all projects. A copy of reports and accounts shall be filed with the Charities Services within fourteen days after the AGM
  - 9.2 Every year a Treasurer will be appointed from among the trustees
  - 9.3 Every three years new Trustees will be appointed
  - 9.4 Every four years the Trust Deed will be reviewed
- 10. TAKETAKE/ POWERS**
- In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:
- 10.1 to use the funds of the Trust as the Board thinks necessary or expedient in payment of the costs and expenses of the Trust, including the employment and dismissal of professional advisors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment;
  - 10.2 to purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Board thinks necessary or expedient in order to attain the purpose of the Trust and to sell, exchange, let, bail or

lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges;

- 10.3 to invest surplus funds in any way permitted by law for the investment of Charitable Trust funds and upon such terms as the Board thinks fit;
- 10.4 to borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Board thinks fit; and
- 10.5 to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and attain the charitable purposes of the Trust.

**11. KO NGA RAWA HEI PAINGA MO TE IWI/ INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES**

- 11.1 Any income, benefit or advantage will be applied to the charitable purposes of the Trust.
- 11.2 No trustee or members of the Trust or any person associated with a trustee shall participate in or materially influence any decision made by the trustees in respect of any payment to or on behalf of that trustee or associated person of any income, benefit or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- 11.3 The provision and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed of trust.

**12. PŪTEA/ FINANCIAL ARRANGEMENTS**

- 12.1 The financial year of the Trust will be from 1 July to 30 June
- 12.2 At the first meeting of the Board in each financial year, the Board will decide by resolution the following:
  - 12.2.1 how money will be received by the Trust;
  - 12.2.2 who will be entitled to produce receipts;
  - 12.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;
  - 12.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and
  - 12.2.5 the policy concerning the investment of money by the Trust, including what type of investment will be permitted.
- 12.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended by the Trust.
- 12.4 The Board may arrange for the accounts of the Trust for that financial year to be audited by an accountant appointed for that purpose.

**13. TAUNAHA/ TRUSTEE LIABILITY**

A Trustee, the minute taker, Treasurer and other offices (if any) shall not be liable for:-

- (a) Any losses not arising from his or her own willful default,
- (b) The acts or defaults of any other Trustee, Secretary, Treasurer or other officer;
- (c) The neglect or default of any agent employed in good faith by the trust

**14. (KUPU MĀORI TO BE DECIDED BY WHĀNAU)/ DISSOLUTION OF THE TRUST**

14.1 The trust may be wound up by the resolution of a majority of the members present at a general meeting called for that purpose.

14.2 If upon the dissolution of the Trust, after the satisfaction of all debts, liabilities and expenses of winding up, there are funds remaining these shall be paid to such charitable organizations as the majority of the members at the time of the dissolution resolve.

**15. WHAKAREREKĒTANGA TURE/ALTERATION OF THIS DEED**

15.1. The Trustees may by consensus or pursuant to a motion decided by a majority of votes, by supplemental deed make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition will detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

15.2. Any alteration or addition must be recorded in writing either in a supplemental deed or a trustees' resolution signed by all trustees. This must be submitted to Charity Services within 14 days.

15.3 This Trust Deed will be reviewed every four years at the time of the AGM

IN WITNESS OF WHICH this Deed has been executed:

SIGNED by the above named) \_\_\_\_\_  
)

as Trustee in the presence of: ) \_\_\_\_\_

Full Name of Witness: .....

Occupation: .....

Residential address: .....

SIGNED by the above named)

) \_\_\_\_\_

as Trustee in the presence of: ) \_\_\_\_\_

Full Name of Witness: .....

Occupation: .....

Residential address: .....

SIGNED by the above named)

) \_\_\_\_\_

as Trustee in the presence of: ) \_\_\_\_\_

Full Name of Witness: .....

Occupation: .....

Residential address: .....

“A”

This is the document marked “A” referred to in the annexed declaration of  
..... made at Christchurch this ..... day of  
....., 2005 before me .....