



NGATI RANGATAHI WHANAUNGA ASSOCIATION INC.

THIS DEED OF TRUST reviewed 27th of April 2019

BY:

Tame Tuwhangai	(Whanganui, Te Rohe Potae regions)
Robert Jonathan	(Whanganui-A-Tara, Whanganui, Te Rohe Potae, Porirua/Manawatu, regions)
Michael Le Gros	(Whanganui, Te Rohe Potae, Northland region)
Tristanne Dunlop	(Whanganui-A-Tara region)
Wayne Houpapa	(Te Rohe Potae region)
Francis Rupe	(Whanganui, Te Rohe Potae regions)
Jannette Jonathan	(Whanganui-A-Tara, Whanganui, Te Rohe Potae, Porirua/Manawatu, regions)

(hereinafter together with all the above named and for the purpose of this the “Deed” shall be known as the “the Trustees”)

NOW THEREFORE AND THIS DEED WITNESSETH as follows:

Definitions and Interpretations

In this Deed, the following words and phrases shall have the following meanings:

“**Ngati Rangatahi**” means and refers to all of the descendants of Maniauruahu and Rangatahi living in New Zealand and elsewhere in the world.

“**Registered members**” means those persons whose names appear on the register of Ngati Rangatahi descendants to be established in accordance with clause 7.11 hereof.

1. **THE NAME** of the Trust shall be Ngati Rangatahi Whanaunga (Association) Inc.
2. The Trustees shall forthwith upon the execution of these presents:
 - 2.1 Apply to the Registrar of Incorporated Societies, Wellington, pursuant to the Provisions of Part II of the Charitable Trusts Act 1957 for Incorporation as an Association under the name Ngati Rangatahi Whanaunga Association Inc. (hereinafter referred to as “the Association”); and/or to apply for registration as a charitable entity under the Charities Act 2005

- 2.2 Adopt the Objects, Purposes and Powers set forth at Appendix “A” hereof and the Rules set forth in Appendix “B” hereof which shall become the objects, purposes, powers and rules of the Ngāti Rangatahi Whanaunga Association Inc.
3. **THE** power to appoint new Trustees including the power to appoint additional Trustees shall be vested in the Trustees for the time being surviving at the date of such appointment and in accordance with provisions of the Rules shall not be more than ten (10) or fewer than five (5). Provided that there is at least one Trustee representing Ngāti Rangatahi Whanaunga Association Inc. including each of the four Inquiry regions of Whanganui-A-Tara, Whanganui, Te Rohe Potae, and Manawatu/Porirua. Any new or additional Trustees to be ratified at a general meeting of members next following any such appointment of new or additional Trustees.
4. **IN** the matter of the appointment of new Trustees, the Trustees for the time being are to ensure that the newly appointed Trustees are at any one time shall be also full time on the Ngāti Rangatahi Whanaunga Association Inc.
5. **THE** office of Trustee shall become vacant if:
- 5.1 He or she shall resign office by giving twenty-one days’ notice of his or her intention to do so to the Offices of the Ngāti Rangatahi Whanaunga Association Inc. or
- 5.2 He or she shall become of unsound mind; or
- 5.3 He or she be absent from New Zealand for a period of twelve months without obtaining leave of absence from the other Trustees; or
- 5.4 He or she is deceased;
- 5.5 Removed from office by 51% vote of registered members in attendance for failure to perform duties of Trustees satisfactorily;
- 5.6 If he or she shall miss three (3) successive meetings without prior approval from the Trustees or written / verbal apologies to the Offices at least 7 days prior to a scheduled meeting; or
- 5.7 He or she shall be found by the other Trustees to be acting dishonestly or Fraudulently in performing his or her duties as a Trustee.
6. **ANY** of the Trustees may not appoint an alternate Trustee to represent them at any meeting of Trustees, including proxy.
7. **ANY** Trustee employed in connection with the Trusts hereof may be paid all such remuneration for his or her services as may be normal as if he or she had

been employed on that behalf and had not been a Trustee hereof providing that such remuneration is first agreed to by the Trustees and there are sufficient funds available for such purpose. In no case shall the Chairperson for the time being of the Ngāti Rangatahi Whanaunga Association Inc. be engaged in the paid employment of the Association.

IN WITNESS whereof the **DEED** has been executed the day and year first herein before written

<u>NAME AND</u>	<u>DESCRIPTION AND</u>	<u>WITNESS</u>
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<u>SIGNATURE</u>	<u>ADDRESS</u>	
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Tame Tuwhangai



Robert Jonathan



Michael Le Gros

Tristanne Dunlop



Wayne Anthony Houpapa



Te Poumua Francis Rupe

Jannette Jonathan



APPENDIX “A”

OBJECTS

7. **GENERALLY**, to apply the funds and property vested in Ngāti Rangatahi Whanaunga Association Inc. for the following objects and purposes
 - 7.1 Promotion, preservation and revival of Ngāti Rangatahi Iwi as a visible and active Iwi Authority,
 - 7.2 Promote and secure customary and Treaty of Waitangi rights of Ngati Rangatahi,
 - 7.3 Establish and maintain a register of all of the descendants of Ngāti Rangatahi,
 - 7.4 To consider and discuss such matters as appear relevant to the social and economic advancement of the Ngāti Rangatahi Iwi and in particular, to assist in the maintenance and development of all Ngāti Rangatahi marae;
 - 7.5 To promote and conserve friendly relations between Ngāti Rangatahi Whanaunga Association Inc. and members of the wider community;
 - 7.6 To conserve, improve, advance and maintain the physical, economic, industrial educational, social, moral and spiritual well-being of Ngāti Rangatahi Iwi;
 - 7.7 To preserve, revive and maintain the teaching of Maori arts, crafts, language Te Reo Maori. Maniapoto Kawa and history and other taonga in order to perpetuate Maori culture (tikanga Maori) and to protect the intellectual property rights of Ngāti Rangatahi;
 - 7.8 To assist and facilitate Ngāti Rangatahi Iwi in advancing individual housing needs and to ensure that beneficiaries live in healthy and warm environments.
 - a) To recognise and to encourage employment prospects through training programmes and educational guidance;
 - b) To conserve, protect and assist in the development of projects that will co-exist with the whenua (land), moana (sea), awa (rivers), the flora and fauna, all native creatures (including fish); thereby, utilizing the land and the sea for the benefit of all;
 - c) To enter into direct negotiations with the Crown for the settlement of all Ngāti Rangatahi claims.
 - d) To apply to funding organisations to provide resources as required through to Deed of Settlement for all Ngāti Rangatahi Iwi.
 - 7.9 To do all such other things that are consistent with the above objects providing that there is no derogation from the charitable nature of the Association Inc;
 - 7.10 Establish a Ngati Rangatahi Council of Kaumatua/Kuia (Elders);
 - 7.11 To establish and maintain a register of persons of Ngāti Rangatahi descent based on whakapapa (genealogy).

Provided always, that the pursuit of the above objects shall be limited to activities within Aotearoa/New Zealand and/or where the descent may require from time to time in other such places request assistance.

In this case it will be applied through a formal process as deemed appropriate by the trustees and implemented through 'Policy Document 4 "Application for Assistance"

POWERS

8. **IN CARRYING** out the objects and purposes for which the Association is established and may exercise all or any of the following powers:
 - 8.1 Seek, accept and receive donations, subsidies, grants, endowments, gifts, legacies and bequests either in money or in kind or partly in money and partly in kind for all or any of the purposes and objects of the Association,
 - 8.2 Collaborate with any person, firm, association, society, organisation or Institution in any way connected with or likely to assist in furthering the purposes and objects of the Association,
 - 8.3 Enter into any arrangement with any Government or Authorities, Municipal, Local or otherwise that may seem conducive to the Association's objects or any of them and to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain and carry out, exercise and comply with concessions, any such arrangements, rights, privileges and concessions,
 - 8.4 Raise or secure the payment of money providing the prior approval of 51% of Trustees has been given at a hui or general meeting called for the purpose by the Trust Chairperson,
 - 8.5 Invest subject to the terms of any trust or grant or endowment, any money held By or on behalf of the Association in any securities in which trust fund may be invested by Trustees in accordance with the Trustee Act 1956 and the Charities Act 2005, or any other statutory authority and pending disbursement of any money held by or on behalf of the Association, to deposit the same subject as aforesaid so to yield interest in such manner as the Association may approve,
 - 8.6 Acquire, hire, operate and maintain any means of transportation whether or persons or of goods or of both that the Association may deem necessary or desirable for the carrying out of objects of the Association or any of them, and to make such charges for the use thereof as the Association shall reasonably deem,
 - 8.7 Enter into contracts of employment or service with any person, body, society, whether incorporated or not and to pay reasonable remuneration for services rendered as the Association may think fit,
 - 8.8 Draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferrable instruments,
 - 8.9 Print, publish, distribute and sell any books, articles, monographs, pictures, maps and any other works upon such terms and conditions agreed with by the authors at the discretion of the Intellectual property Act of the Association,
 - 8.10 Obtain any provision, order of Act of Parliament or Town Planning ordinance, Classification, designation or by-law, for enabling the Association to carry out any of its objects or for any other purposes which in the opinion of the Association is directly or indirectly conducive to the carrying out of the objects of the Association, and or oppose any

- proceedings, applications, classifications, designations likely directly or indirectly to prejudice or injure the interests, objects and purposes of the Association,
- 8.11 Pay all or any of the expenses incurred in and in connection with the Incorporation and establishment of this Association;
- 8.12 Do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through agents, trustees or otherwise and either alone or in Conjunction with others;
- 8.13 Do all such other things as in the opinion of the Association may be incidental or conducive to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers **PROVIDED THAT** none of the foregoing objects and powers shall be attained or exercised in any way whatsoever that would derogate from the charitable nature of the trust or conflict with the conditions of any exemption from taxation as granted by the Department of Inland Revenue at any time.

APPENDIX "B"

RULES

9. Funds and Properties

- 9.1 The funds and properties vested in Ngāti Rangatahi Whanaunga Association Inc. shall appoint financial services in this case, Ngāti Rangatahi Whanaunga Association Inc. will appoint a registered Chartered Accountant and a Financial advisor to administer good financial systems.
- 9.2 All monies received shall be paid to the credit of the Ngāti Rangatahi Whanaunga Association Inc. trust at such trading bank/s or savings bank/s or shall be invested in accordance with Clause 8.6 as the Association trustees shall from time to time determine, and cheques on the bank accounts and other negotiable instruments shall be signed by at least two (2) Trustees.
- 9.3 No part of the income or property of the Association shall be paid or transferred directly or indirectly by way of profit to any Association member or Trustee **PROVIDED THAT** nothing herein contained shall preclude any reasonable payment of reasonable costs and expenses to an Association member or Trustee for services rendered or for goods supplied.

10. Constitution of the Ngāti Rangatahi Whanaunga Association Inc.

- 10.1 The Association shall consist of no more than ten (10) or fewer than five (5) Trustees.
- 10.2 The original Trustees shall be the Trustees named in the Deed of Trust of which this Appendix "B" is an annexation.

Appointment to any vacancy in the membership of the Association shall be made by the continuing Association members with any such appointments to be ratified at the annual general meeting of registered members to be called by the Association in accordance with this Appendix "B".

- 10.3 The Trustees (including any Trustee appointed to fill any vacancy), shall hold Office for a term of three (3) years and retire at the Annual General Meeting of The Whanaunga

(Association) held in the third year of his or her appointment.

10.4 A retiring Trustee shall be eligible for re-election.

11. **Power of Trustees**

11.1 The Trustees shall be responsible for the management of all the affairs of the Association and may exercise all the powers and authorities conferred by these presents or by these presents or by law.

12. **Proceedings of Trustees**

12.1 Subject to the subsequent provisions of this Clause 12

12.2 The Trustees shall meet together for the dispatch of business, on a monthly schedule calendar or as required.

12.3 The Executive officers of the Association shall consist of a Chairperson who shall be elected annually by the Board of Trustees and Secretary and Financial Advisor who may, but shall not necessarily be a registered member of the Association. The Chairperson shall preside at all meetings of the Association, at which he or she is present. The Chairperson shall remain impartial be deliberative and in the case of equality of votes, also have a casting vote. Questions arising at any meeting shall be decided by a majority of votes. In the absence of the Chairperson or vice Chairperson, the Trustees present shall elect one of their number to act as Chairperson of the meeting who shall preside and exercise the powers of the Chairperson at any meeting.

12.4 The quorum necessary for the transaction of the business of the Association members shall be a majority of the Trustees.

12.5 The continuing Trustees may act notwithstanding any vacancy in their body but if so long as their number is reduced below the number fixed by or pursuant to the regulations of the Association as the necessary quorum of members, the continuing member or members may act for the purposes of increasing the number of members to that number, but for no other purpose whatsoever.

12.6 The Association may at any meeting appoint Committees to assist the work of the Association as the Association may from time to time determine. Each Committee shall consist of at least one Trustee may co-opt for the purposes of consultation, advice, or other kinds of assistance, persons who are not members of the Association. The Committee shall be competent to make inquiries or to superintend, or transact any business with the sanction of the Association.

12.7 A Committee appointed under Clause 12.6 may meet and adjourn as it thinks proper and shall elect a Chairperson of its meetings. Questions arising at any meeting shall be determined by a majority of votes, and in case of an equality of votes, the Chairperson of that Committee shall have a second or casting vote.

- 12.8 A resolution in writing (including facsimile transcript or email) signed by all Trustees for the time being entitled to receive a notice of a meeting of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Trustees.
- 12.9 The Trustees may conduct meetings by telephone conference and every Trustee shall announce his or her connection to the conference call and shall not be permitted to disconnect without the approval of the Chairperson. A minute recording of every conference call shall be taken as a record of the telephone conference call. The Trustees shall circulate to all the registered members a three-monthly report providing a summary of any update of progress being made by the Trustees in pursuit of the objects and purposes of the Ngāti Rangatahi Whanaunga Association Inc. Such reports shall be in summary form only and as a means of keeping the registered members informed of any progress or updates on a regular basis.
- 12.10 The financial year of the Association shall end on the 30th day of June in each year.

13 Meeting of Ngāti Rangatahi Whanaunga Association Members

- 13.1 In the month of June in each year or such other month as the Trustees may from time to time determine, the Trustees shall call an Annual General Meeting of the Association members. The business of the Annual General Meeting shall be:
- (a) To receive and consider the annual report; and
 - (b) To receive, consider and adopt the audited income and expenditure account and balance sheet (if any); and
 - (c) To appoint or ratify appointment of Trustees appointed to fill any vacancy in the Association;
 - (d) and to decide on the appointment of a person or company to audit the Financial accounts of the Ngāti Rangatahi Whanaunga Association Inc.
- 13.2 A special hui of the Association members may be called at any time at the discretion of the Chairperson of the Trustees.
- 13.3 A meeting of the registered members of the Association may be called by not less than 10% of the registered members making a request in writing to the Chairperson of Trustees for such a meeting to be called and stating the reasons for the special meeting. Upon receiving such a request, the Chairperson shall call a meeting within one (1) calendar month from the date of Receipt of the written request.
- 13.4 Voting at meetings of registered members shall be by simple majority (51%) of all registered members in attendance. Every decision shall be based on the percentage of votes validly cast either in person or by proxy. Only a registered member may vote and every such person exercising a vote may be required to produce evidence in writing that they are authorised to vote on behalf of the registered member absents from the meeting. There will be no proxy votes.

- 13.5 Only those registered members who are 18 years of age and over may be eligible to vote at meetings of registered members. Where possible registration forms will be available to register. Any unprocessed registrations will NOT be eligible to vote until the next scheduled meeting that allows Kaumatua to check and approve any new registrations received.

14. **Council of Kaumatua/Kuia**

- 14.1 There shall be established a Ngāti Rangatahi Council of Kaumatua/Kuia whose function shall be to provide guidance to the Association on matters of tikanga Maori (customary Maori protocol). Ngāti Rangatahi Kawa is recognized as Tainui.

15. **Minute Folder**

- 15.1 All proceedings of the Trustees and registered members shall be recorded in the form of minutes entered in a proper Minute Folder.

16. **Secretary and Financial Advisor**

- 16.1 A Secretary will be appointed as part of Management Operations through the Office of Management for such terms and upon such conditions as outlined in the human Resource Manual.

The Financial Advisor will be appointed through the recommendations of the Office of Management.

17. **The Seal**

- 17.1 The Chairperson shall have the safe custody of the Common Seal and the Office of Management will monitor the use of the seal. The seal represents Ngāti Rangatahi Iwi and should not be used without permission. Association members may from time to time by resolution, change, alter, or adopt any new such seal as they may deem proper. The Common Seal shall be so affixed on outward correspondence and other such correspondence deemed worthy of the Common Seal of Ngāti Rangatahi Whanaunga Association Inc.

18. **Indemnity**

- 18.1 The Trustees shall only be liable for loss attributable to the member's own dishonesty or negligent or wilful breach of trust.
- 18.2 Subject to Clause 18.1 the Trustees shall be absolutely indemnified out of the property and funds of the Association. For all liabilities incurred by the Trustees in the exercise or attempted exercise of any trust, power, authority or discretion vested in the Trustees and shall have a lien in and may use monies forming part of the property and funds of the Whanaunga (Association)

19. **Auditor**

- 19.1 The accounts of the Association will be audited by a Certified Chartered Accountant of NZ who shall not be a member of the Association.

20. **Amendments, Variation and Modifications**

20.1 The objects, powers and rules of the Association may amend, vary or modify this trust deed be altered or modified only at a meeting of Trustees under the following conditions.

PROVIDED ALWAYS that no such alteration, modification or deletion shall derogate from the charitable nature of the Whanaunga (Association) or breach any exemption granted to the Whanaunga (Association); or

make any variation which, may cause or be detrimental or materially prejudicial to the interests of all registered beneficiaries.

In making any amendments, variations or modifications which is required is to enable the incorporation of this Trust pursuant of the charitable Trust Act 1957 registration of this Trust pursuant to the charities Act 2005; or

For any other reason, Ngati Rangatahi Whanaunga Association Inc Trustees consider essential.

21. **Winding Up**

21.1 If at any time the objects of the Association shall fail or if for any other reason the purposes hereof shall become wholly frustrated and incapable of being carried out, the Association shall be wound up in the manner provided by the Charitable Trust Act 1957 the charities Act 2005 and the surplus assets (if any) after payment of the Association's liabilities (if any), shall be applied towards the objects and Purposes of the Association.

Certified as a true copy of the Trust Deed