

**Te Mana o Ngāti Kere:
The Ngāti Kere Hapū Authority**

Deed of Trust

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Preamble / Kupu Whakataki

Ngāti Kere includes the hapū of Ngāti Kere, Ngāti Manuhiri, Ngāti Pīhere and Ngāti Hīne-te-wai. These four hapū, although distinguishable by whakapapa, live and act as one community and are generally known in the wider community as Ngāti Kere. We also acknowledge the other hapū who have been a long term part of our communities and who have been absorbed into these four main hapū who we generally speak of today. From the north, they are Ngāti Maru, Ngāti Pakiua, Ngāti Wharenuī, Ngāti Tamatea, Ngāti Tanehimoa, Ngāti Te Rangiwāwāhia, Ngāti Hineraru, Ngāti Hinepare, Ngāti Te Rino and Ngāti Te Wheeki. They and their descendants are a part of the Ngāti Kere people.

The Ngāti Kere hapū have exercised our mana in the rohe of Pōrangahau as Ngāti Kere since the 1700s and our tīpuna have lived and exercised mana on the land for 25 generations or more with descent through earlier resident iwi groups such as Ngāti Ira, Ngai Tahu, Rangitāne, Ngai Tara and Te Tini-o-Toi.

Today, members of the Ngāti Kere hapū demonstrate descent from either the tīpuna Kere, the tīpuna Manuhiri, the tīpuna Pīhere or the tīpuna Hīne-te-wai.

Ngāti Kere members have recognised over a number of years the need to further develop and coordinate hapū activities that occur ‘outside the marae’ with an emphasis on, for example regional development and resource management, coastal and marine issues, economic development, repatriation of taonga tuku iho, the return of Treaty of Waitangi Land Settlement lands and other lands outside the Settlement process, and the pursuance of the initial distribution of assets from the Heretaunga Tamatea PSGE to Ngāti Kere.

A significant number of hui have subsequently been held to establish a formal legal entity to represent the hapū of Ngāti Kere. The present hapū ‘working party’ was mandated in April 2019 to provide recommendations as to the appropriate legal vehicle, draft the strategic plan and a constitution/trust deed for the Ngāti Kere hapū representative structure. On 12 March 2016, a Hui-a-Hapū was “to develop a structure for managing the Treaty Settlement funds allocated through Rongomaraeroa Marae”. In early 2017, the Rongomaraeroa Marae Trustees mandated a Hapū Development Working Party to further advance the activity towards a hapū governance structure, and to pursue the PSGE distribution. The working party reported to the Hapū on 4 June 2017 and on 2 February 2019. In April 2019 the present ‘Working Party’ was mandated by the hapū to consolidate the work completed thus far by the various groups. The Ngāti Kere Hapū Strategic Plan and this Trust Deed represents the work of that most recent working party and has been presented to a Hui-a-Hapū on 10 October 2020 and is to be called the **Te Mana o Ngāti Kere – the Ngāti Kere Hapū Authority**.



Definitions

1. In this Deed, terms have the following meaning:
 - (a) “**Authority**” means Te Mana o Ngāti Kere – the Ngāti Kere Hapū Authority.
 - (b) “**Deed**” means the provisions contained in this Deed of Trust or as amended from time to time in accordance with the provisions of the Deed.
 - (c) “**Major Transaction**” means a transaction defined in clause 36 of this Deed.
 - (d) “**Member**” means those persons who have verified whakapapa to one or more of the tīpuna of Ngāti Kere, namely descent from either the tīpuna Kere, the tīpuna Manuhiri, the tīpuna Pīhere or the tīpuna Hine-te-wai, and as determined from time to time by the Ngāti Kere Hapū Authority Membership Committee.
 - (e) “**Ngāti Kere Hapū Authority Membership Committee**” means the Membership Committee established pursuant to clause 17 of this Deed.
 - (f) “**Personal Interest**” means an interest that a Trustee has in a decision or matter if the Trustee (or the Trustee’s parent, child, grandchild, whāngai, spouse or partner) is a party to or will derive a material benefit from that matter or decision in a manner that is different from the common benefit of the Members of the Trust.
 - (g) “**Trust Assets**” means the trust fund of the Authority and includes all assets received or acquired from time to time by the Trustees.
 - (h) “**Trustees**” means those persons who from time to time are elected by the members to be the Trustees of the Authority in accordance with this Deed.
 - (i) “**Verified Whakapapa**” means a process of verification of a person’s whakapapa to be a Member of the Authority in the manner that is set out in this Deed and by the Trustees in their Membership Policy and Procedure.

Establishment of the Te Mana o Ngāti Kere – the Ngāti Kere Hapū Authority

2. The Ngāti Kere Hapū Authority is hereby established. The Trustees acknowledge that they hold the Trust Assets on the trusts and with the powers set out in this Deed.
3. The name of the Trust shall be **Te Mana o Ngāti Kere – the Ngāti Kere Hapū Authority**.
4. The provisions of this Deed are established and implemented in accordance with the tikanga of Ngāti Kere as laid down by Ngāti Kere tīpuna.

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Te Mana o Ngāti Kere
Hapū Authority

5. Where the Authority is required to manage or administer land assets, it shall do so in accordance with the principles and objectives of Te Ture Whenua Māori Act 1993.

Purposes and Objectives of the Authority

6. The charitable purposes and objectives of the Authority shall be to receive, manage and administer Trust Assets for the benefit of the present and future Members of the Authority in accordance with this Deed and in particular to:
- (a) Represent, guide, and assist Members in the development of their spiritual, cultural, social and economic wellbeing; and
 - (b) Relieve poverty and advance education and for the general advancement of Members.
7. The Authority shall be governed in accordance with the following values and objectives of Ngāti Kere:
- (a) The tikanga of the Ngāti Kere hapū as laid down by Ngāti Kere tīpuna;
 - (b) The interests of all Members are represented and advanced in accordance with this Deed and irrespective of whānau affiliations;
 - (c) The interests of Ngāti Kere is advanced through increasing hapū capacity and a diversified asset base;
 - (d) The Authority will represent and manage the affairs of Ngāti Kere Hapū in a manner that respects the jurisdiction of the Rongomaraeroa Marae Reservation Trust and seeks to work collaboratively with the Rongomaraeroa Marae Reservation Trustees where our Purposes and Objectives align;
 - (e) Decision-making is supported by relevant and factual information;
 - (f) Planning is undertaken on a regular basis to review and monitor progress, modify existing plans to adapt to changing circumstances and to identify new opportunities;
 - (g) Communication is regular, transparent and accountable with all Members and the wider communities of interest who deal with Ngāti Kere;
 - (h) Information held by the Authority is held in accordance with best practice, in accordance with Privacy Act obligations and respectful of information that is confidential and sensitive.
8. The Trust's values have been expressed in our strategic planning process as follows:

TŌ TĀTOU MARAE: *Kia tapurutu, kia hautekohakoha!*



Our relationships support the development of our marae as the focal point of hapū activities.

TŌ TĀTOU KERETANGA: *Ko Ngārangihakaūpoko te tangata, ko Kere te hapū!*
Our Ngāti Kere kōrero (stories), tikanga (customs), and reo are known, understood, celebrated, and actively used amongst our hapū.

TŌ TĀTOU RANGATIRATANGA: *Ko te kōiwi ma te kurī, ko te kiko me te motu mā te tangata!*

Our leaders are well equipped to lead us now, and the development of our hapū ensures continuously strong leadership into the future.

TŌ TĀTOU PUĀWAITANGA: *Whakatō i tō pū harakeke!*

Our well-being and the economic independence and sustainability our hapū is prioritised and promoted.

TŌ TĀTOU ROHE: *I a Kere te ngahuru, ka ngahuru noa atu!*

Our natural resources and taonga are protected and conserved for future generations.

Office

9. The office of the Authority shall be at such premises as shall be determined from time to time by the Trustees. The initial office of the Authority and for the purposes of services of notices on the Authority is:

Te Mana o Ngāti Kere – the Ngāti Kere Hapū Authority
c/- 342 Gloucester Street, Taradale, Napier 4112

Members of the Trust

10. The Members of the Authority are those persons who have verified whakapapa to one or more of the tīpuna of Ngāti Kere, namely descent from either the tīpuna Kere, the tīpuna Manuhiri, the tīpuna Pīhere or the tīpuna Hine-te-wai and as determined from time to time by the Ngāti Kere Hapū Authority Membership Committee.
11. Members shall have their details entered onto the Authority Membership Register, which may be updated from time to time by the Trustees to record a Member's full names, date of birth, contact details, and affiliation to a Ngāti Kere tīpuna.
12. An application for membership can be made to the Authority by persons over the age of 18 years on their own behalf, or by a person who provides appropriate evidence that they are the legal guardian of the applicant; and such application may include the names and contact details of those under the age of 18 years for whom the applicant is the legal guardian.
13. It shall be the responsibility of each Member or applicant for membership to ensure that his or her full contact details for the time being are provided and updated to the Trust.

14. A Member has the right to notify the Authority in writing that he or she wishes to remove their name from the Membership Register.
15. The Authority shall ensure that the Membership Register is maintained in accordance with best practice for the holding of personal information including compliance with the Privacy Act 1993. For the avoidance of doubt, the Authority is entitled to obtain personal information held by other current or former entities which represent those of Ngāti Kere, including but not limited to the Heretaunga Tamatea Settlement Trust, the Ngāti Kere Rohe Trustees, and the Rongomaraeroa Marae Reservation Trust and to refer that personal information to the Ngāti Kere Authority Membership Committee for inclusion in the Membership Register.
16. The Authority shall also establish a list of Affiliated Members who consist of those persons who support the objects and purposes of the Authority but who do not have verified whakapapa to a Ngāti Kere tīpuna, or have an application pending. Such Affiliated Members are entitled to receive information about the Authority and attend hui and participate in hui (with the leave of the Chairperson), but shall not have voting rights.

Te Mana o Ngāti Kere – the Ngāti Kere Hapū Authority Membership Committee

17. The Authority shall maintain a Ngāti Kere Hapū Authority Membership Committee, to consist of persons who are knowledgeable in the whakapapa and tikanga of Ngāti Kere and who are broadly representative of the whānau of Ngāti Kere. The Membership Committee shall consider and verify applications for membership, and make recommendations to the Trustees to accept, defer for further research, or decline an application for membership.
 - (a) If the Trustees accept an application, the Trustees shall notify the applicant in writing and add the applicant to the Membership Register;
 - (b) If the Membership Committee is unable to verify the whakapapa of an applicant for membership, the Trustees shall provide the applicant an opportunity to respond and provide such assistance as is reasonable to the applicant, and the Trustees shall include those persons on the list of Affiliated Members;
 - (c) If the Trustees decline an application for membership, the Trustees shall advise the applicant in writing with the reasons for that decision. An applicant has the right to reapply based on evidence that has not been previously submitted to or considered by the Membership Committee.
18. In the event of a dispute concerning membership, the dispute shall be addressed by way of the dispute resolution procedure as set out in this Deed.



Appointment of Trustees

19. The Authority shall be administered by Trustees who have been duly elected by Members at an Annual General Meeting in accordance with the election provisions of this Deed.

Initial Trustees

20. Pending the first election, and following the adoption of this Deed at a duly notified Hui ā-Hapū, the Initial Trustees shall be: Wikitoria Brown, Jim Hutcheson, Kerri-Anne Stephens and David Tipene-Leach.
21. The Initial Trustees shall hold office until the elections at the first Annual General Meeting of the Authority, which is to be held no later than six months from the end of the Authority's first full financial year.
22. The Initial Trustees shall at their discretion have the authority to appoint by co-option two further Trustees (who are not required to be Members of the Authority but who must complete the nominee declaration) because of their particular skills and experience which are considered as beneficial to the Authority.

Election of Trustees

23. At the first election and thereafter, there shall be a maximum of seven Trustees, consisting of:
- (a) Five Trustees elected by Members in accordance with this Deed; and
 - (b) Two further Trustees who may be appointed by co-option by the Trustees at their discretion because of their particular skills and experience which are considered as beneficial to the Authority. Although they are not required to be Members of the Authority, the elected Trustees are directed by this Deed to attempt to co-opt Members with the required skills to fill these two Trustee positions.
24. Each nominee for the position of Trustee shall sign a nominee declaration, witnessed by a Member, that the person meets the following requirements, namely that they:
- (a) Are either a Member of the Authority, or that they are seeking appointment to one of the two non-Member Trustee positions;
 - (b) Are over 18 years of age;
 - (c) Have a proven track-record that they can act in good faith and in an honest and diligent manner, by providing a short resume or summary of their skills and experience;
 - (d) Are not disqualified because they are any of the following:
 - (i) An undischarged bankrupt;
 - (ii) Subject to a Compulsory Treatment Order under Part 11 of the Mental Health Act 1992;

- (iii) Convicted of any offence punishable by imprisonment for a term of 6 months or more, unless that sentence has been served;
 - (iv) Removed as a trustee or Committee member by any order of the Māori Land Court under section 240 of Te Ture Whenua Māori Act 1993, or by any other Court.
25. The Trustees shall appoint a Returning Officer for each election, who shall determine whether the nomination is valid. If the Returning Officer considers that a nomination is not valid, the Returning Officer shall provide the nominee with an opportunity to respond, before making a final determination. The Returning Officer shall not be either a current Trustee or a nominee for Trustee, nor an immediate family member (spouse/civil union or de facto partner, parent or child) of a current Trustee or a nominee for Trustee.
26. If there are not more nominations for any particular Trustee seat, the Returning Officer shall declare the nominee to be the Trustee. If there are more valid nominations for any particular Trustee seat, then an election shall be held at the Annual General Meeting.
27. An election at the Annual General Meeting shall be conducted as follows:
- (a) Along with the notice of the AGM, the Returning Officer will notify Members of the list of nominees and provide a summary of the nominee's resume;
 - (b) At the AGM, the Returning Officer will call for a show of hands unless a resolution is passed to conduct a secret ballot. Following the counting of votes, the Returning Officer shall declare the successful nominees to be Trustees. In the event of a tie, a second secret ballot shall be conducted;
 - (c) Provided that within 12 months before the fourth trustee election to be conducted under this Deed, the Trustees shall review the voting procedures, including whether postal voting is appropriate, call for input and feedback from Members and determine whether amendments to the voting rules should be put to the Members by way of special resolution to alter this Deed to take effect for the fourth trustee election.
28. Within one month of any election of new Trustees, the Trustees shall provide to the Members notification of the results of the election process.
29. Unless removed for cause under this Deed, a Trustee shall cease to hold office at the conclusion of the fourth Annual General Meeting held during the Trustee's term provided however that:
- (a) A Trustee who has come to the end of their term can be nominated for a further term;
 - (b) To achieve a staggered election cycle, four of those Trustees who are elected and hold office at the first Annual General Meeting following the adoption of this Deed shall stand down after two years, (and be



eligible for re-election), and those persons who are elected to replace them shall serve for four years;

- (c) The four Trustees to stand down shall either volunteer to do so, or be chosen by lot drawn by an independent person chosen by the Trustees for that purpose.
30. The Trustees may co-opt a Rangatahi representative who is aged between 18-26 years to sit as an Advisory Trustee (non-voting).
31. All Kaumatua will be treated respectfully within the Authority, with their guidance and opinions acknowledged and considered in the business of the Authority, provided however that Kaumatua do not vote at Trustee hui, unless they have been elected as a Trustee.
32. In the event of an extraordinary vacancy in any Trustee position, following the resignation, death or removal of a Trustee prior to the expiry of the Trustee's term of office, then:
- (a) If the vacancy arises less than 12 months prior to an election, the other Trustees may at their discretion resolve to leave the position vacant or to appoint a person to fill the vacant position, who shall hold that position until the next election of trustees is conducted. In making such an appointment, the Trustees will have regard to those who were unsuccessful in the previous Trustee elections and those who have particular skills and experience that would benefit the operations of the Authority;
 - (b) If the vacancy arises more than 12 months prior to an election, the Trustees shall conduct a Trustee election by way of calling a Special General Meeting.

Functions and Powers of Trustees

33. The Trustees continue to have all of the powers of a natural person and may exercise those powers in accordance with the terms of this Deed and the law.
34. Without limiting the generality of the foregoing, the Trustees shall have the following functions and powers for the benefit of the Members:
- (a) To act as the authorised and mandated representative of Ngāti Kere Hapū;
 - (b) To act in furtherance of the purposes and objects of the Authority (except as hereinafter might be expressly limited) to do all or any of the things which they would be entitled to do if they were the absolute owners of the Trust assets PROVIDED HOWEVER that the Trustees shall not alienate the whole or any part of the fee simple of any land held by the Authority by gift or sale other than pursuant to a resolution passed by the majority of Members at a duly constituted Special General Meeting, having had regard to the principles and objectives of

Te Ture Whenua Māori Act 1993 as expressed in the Preamble and Section 2 of the Act;

- (c) To plan, lead and operationalise the social, cultural and economic advancement of the Members;
- (d) To hold and administer all Trust Assets, land and all monies or proceeds derived from land to further the objects of the Authority;
- (e) To acquire by purchase, hire, lease or otherwise any further real or personal property or business of whatsoever kind to further the objects of the Authority;
- (f) To assist any charity or charitable purpose for the advancement of the Members;
- (g) To engage in, prosecute, defend and otherwise take any legal action or proceedings on behalf of the Authority and for the purpose to expend such monies to employ solicitors, counsel and other advisors as the Trustees may think necessary;
- (h) To open and operate any Bank accounts as necessary for the functions of the Authority;
- (i) To borrow or raise money by any means including by way of taking any debt or security or by fundraising and upon such conditions as the Trustees may think fit;
- (j) To undertake any business or investment including any joint venture or limited partnership and using any Trust Assets, or to lend money or issue any debt or security;
- (k) To sell Trust Assets on such terms as the Trustee consider appropriate provided that the transaction meets the requirements of this Deed in terms of a Major Transaction;
- (l) To engage effectively with central and local government agencies and non-government organisations for the betterment of the Members, whānau and marae of Ngāti Kere;
- (m) To appoint and employ contractors and or advisers for the purposes of advancing the aspirations of the Authority;
- (n) To pay all costs expenses and disbursements incurred by the Trustees, (including the costs of any person or persons employed by the Trustees) in the administration of the Authority or in the furtherance of any of the objects of the Authority, including also the reasonable fees costs and travelling expenses of the Trustees in attending the meetings of the or in Authority attending to the Authority business at the rates from time to time fixed under the Fees and Travelling Allowances Act 1951, provided however that no remuneration or meeting fees shall be paid to Trustees unless a resolution to pay remuneration or meeting fees

(including the amount) is passed by the Members at an Annual or Special General Meeting;

- (o) To establish subsidiary legal entities and/or sub-committees to progress the aspirations of the Authority;
 - (p) To establish any fund or scholarship or grant for any educational, community, vocational or cultural purpose.
35. The Trustees may delegate any of the above powers to any other person or persons provided that these delegated powers are overseen by the Trustees and it is further understood that the Trustees are held accountable for any misappropriation regarding delegated powers.
36. Notwithstanding the powers of Trustees in this Deed, the Trustees must not enter into a Major Transaction unless the Major Transaction is approved by way of Special Resolution or is contingent on approval by way of Special Resolution, where:
- (a) "Major Transaction" means an agreement to acquire (whether contingent or not), or an agreement to dispose of (whether contingent or not) any property that has a value in excess of half the value of the Trust Assets before the transaction;
 - (b) "Special Resolution" means a special resolution at an Annual General Meeting or Special General Meeting passed by at least 75% of the Members present and eligible to vote.
37. The Trustees shall ensure that Members can inspect or have access to information which is relevant to the operations and activities of the Authority including (and may at the Authority's discretion require reimbursement from the Member for all reasonable copying or postage costs):
- (a) The Annual Plan and Five-year Plans for the Authority;
 - (b) The reports provided to the AGMs of the Authority;
 - (c) The financial statements of the Authority;
 - (d) The minutes of meetings and decisions made by the Authority or Members at Trustee meetings of General Meetings provided however that any decision made by the Trustees in confidence due to commercial sensitivity or the protection of personal privacy shall not be disclosed where such disclosure would breach that confidentiality;
 - (e) This Deed or any amendment to this Deed;
 - (f) A Member's personal information held on the Membership Register (or where the Member is a minor, by the legal parent or guardian of that minor) and such Member is entitled to make any corrections to that personal information if required.



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Termination of Office of Trustees

38. A Trustee shall cease to hold office if he or she or they:
- (a) Retires from office by executing a Deed of Retirement in a form acceptable to the other Trustees;
 - (b) Dies;
 - (c) Completes his or her term of office and is not reappointed;
 - (d) Is convicted of an offence involving dishonesty (section 2(1) of the Crimes Act 1961) or is convicted of an indictable offence;
 - (e) Is declared bankrupt;
 - (f) Becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a property or personal or welfare guardian Court order under the Protection of Personal and Property Rights Act 1988;
 - (g) Is removed from office by a majority or not less than 75% of the other Trustees in accordance with the removal provisions of this Deed;
 - (h) Is prohibited by Court Order from being an officer or trustee of any incorporated body under any statute.

Removal of Trustee Process

39. If Trustees consider that a Trustee should be removed from office, the Trustees shall first call a Trustee meeting and provide the Trustee with an opportunity to respond, and to obtain independent advice and support.
40. Having fully considered all relevant information and the response from the Trustee concerned, the Trustees are empowered by a majority of not less than 75% of the other Trustees to make a decision to remove that Trustee, or to censure that Trustee, if the Trustees consider that:
- (a) Any of the factors set out in the Trustee nominee declaration form are not or no longer valid; or
 - (b) The Trustee has failed to attend three consecutive Trustee meetings without reasonable reason;
 - (c) The Trustee has brought the Authority into disrepute. Examples of actions or omissions in bringing the Authority into disrepute include (but are not limited to):
 - (i) A Trustee refusing to act when they should;
 - (ii) Making or threatening to make unauthorised statements;
 - (iii) Making or threatening any verbal or physical abuse;

- (iv) Disclosing or making improper use of sensitive or confidential information.
41. On the termination of any office of a Trustee, the other Trustees shall ensure that an entry is made in the Minute book of the Authority, and an appropriate Deed of Retirement or Removal and Appointment is executed, and all other documentation to change the legal title of the Trust Assets is promptly executed and (where applicable) registered.
42. Any Trustee or office holder who ceases to hold office must immediately return all records and documents they obtained during their term as a Trustee or office holder of the Authority.
43. Each of the Trustees hereby irrevocably grants a power of attorney in favour of the other Trustees to convey the Trust Assets to the other Trustees and any replacement trustee and a power of attorney to execute a Deed of Retirement (and where applicable a Deed of Appointment) of Trustees in the event that the Trustee is removed from office.
44. Any Deed recording the termination of office of a Trustee does not absolve or indemnify that Trustee for liability for any negligence or breach of trust.

Proceedings of Trustees

45. The Trustees shall meet at least six times a year and as otherwise scheduled. At least seven days written notice shall be given of a Trustee meeting, although this requirement can be waived for urgent matters if all Trustees consent to a shorter notice period.
46. The quorum shall be a majority of the Trustees who are validly appointed. A meeting can proceed without a quorum provided however that any decisions must be ratified at the next Trustee meeting where there is a quorum, by a majority vote of the Trustees.
47. The Trustees shall endeavour in good faith to reach decisions by consensus, but where consensus cannot be reasonably achieved, a majority of Trustees shall be entitled to make a decision which is binding on all Trustees.
48. The Trustees shall elect from among their number a Chairperson and a Deputy Chairperson.
- (a) The Chairperson can delegate his or her duties to the deputy chairperson if the chairperson is unavailable.
- (b) The Chairperson shall be the Trust's official spokesperson on all matters concerning the Authority, in the dealings with the press and/or other news media.
49. The Trustees shall appoint a Treasurer, who shall prepare and present to the Trustees at each trustee meeting a financial report, including copies of such receipts as are relevant.

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50. The Trustees shall appoint a Secretary and where applicable, a Returning Officer, and may run a contestable process for those appointments if the Trustees regard that to be appropriate.
51. Trustees must keep and maintain accurate and up to date records and accounts relating to the business and activities of the Authority.
- (a) Trustees shall open and maintain a bank account into which all monies received for the Authority shall be banked, and Trustees shall nominate three Trustees to be signatories, with two (2) out of three (3) signatories required for any withdrawal of funds;
 - (b) Any application for funding made in the name of the Authority must be approved at a Trustee meeting;
 - (c) The Secretary shall maintain a minute book of all business conducted by the Trustees including all resolutions, with draft minutes of each meeting distributed to trustees following each meeting, and official minutes entered into the minute book once approved at the subsequent meeting and signed by the chairperson;
 - (d) The Secretary shall provide for the safekeeping of this Deed, maintaining any amendments to the same. The Secretary shall keep an up to date Schedule, listing the Trustee and office-holder appointments, their contact details and the date of their appointment. A copy of the Deed, any amendments and the Schedule must be submitted to the Trustees for approval, and shall be made available for inspection by Members at all reasonable times.
52. Trustees may attend hui either in person or remotely by technological means which include video and teleconferencing. Attendance by technological means will carry full speaking, voting and other rights as if the Trustee were attending that meeting in person.
53. If circumstances warrant urgent action, then a resolution passed by a majority of Trustees in writing shall be valid and effectual as if it had been passed at a duly convened meeting of the Trustees, provided that the resolution shall be distributed to all Trustees with sufficient time and supporting information.
54. Trustees shall develop, implement, monitor and evaluate the following:
- (a) A five (5) year strategic plan according to the Authority's vision and objectives as outlined by the marae, whānau and hapū during wānanga called for that purpose, such plan to be updated every three years;
 - (b) An Annual Plan, prepared within one month of the commencement of each financial year, which specifies the strategic vision of the Authority, the nature and scope of the activities proposed for the year, and any other financial and strategic information the Trustees consider necessary or appropriate.
55. A Trustee who fails to attend three (3) consecutive regular meetings and also fails to submit their apologies to the Secretary prior to the meeting shall be


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deemed to have resigned, unless that Trustee has been granted special leave of absence by the Trustees.

56. Members shall be entitled to attend the Trustee meetings but are not entitled to vote. The Chairperson has the authority to request that Members be excluded from a Trustee meeting if the Member's presence will detract from the conduct of Authority business, or if the Trustees have resolved to move into "committee" for items of commercial sensitivity or involving personal information of individuals.
57. Trustees shall:
- (a) Comply with the tikanga and kawa of Ngāti Kere;
 - (b) Act in good faith, honestly, impartially and prudently in exercising their powers for the benefit of the Members;
 - (c) Act lawfully and in accordance with such obligations of the Trustee Act 2019 as are relevant;
 - (d) Be transparent and accountable to their Members;
 - (e) Rely on professional advice, but not delegate their decision-making authority;
 - (f) Maintain a Disclosure of Interests Register and any Trustee who has a personal interest in any matter or decision of the Authority must disclose the nature and extent of that interest before the matter is discussed or decided, and shall leave the room and not participate in any decision in which the Trustee has a personal interest.

General Meetings of Members

58. The Trustees shall hold an Annual General Meeting within six months of the end of the Trust's financial year, and shall conduct the following business:
- (a) Present an Annual Report of the preceding 12 months, which details the major items of income and expenditure, increase or diminution in Trust assets, and significant decisions made on behalf of Members;
 - (b) Present the financial statements of the Authority;
 - (c) Present reports on the Annual Plan and Five Year Plan (as required by this Deed);
 - (d) Authorise any remuneration to be paid to a Trustee in his or her capacity as a Trustee, based on a recommendation made by the Authority's accountant and supported by appropriate benchmarking data to allow the Members to be properly informed;

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- (e) Where relevant, appoint an auditor for the upcoming financial year, provided that no auditor is required to be appointed in any year where the Authority has earned less than \$40,000.00;
 - (f) Conduct an election of Trustees by the Returning Officer;
 - (g) Discuss any general business as raised by a Member with the Secretary of the Authority at least 3 working days prior to the Hui.
59. The date of the AGM shall be notified in a public newspaper of local circulation, and on social media platforms which are readily accessible by Members, at least 20 days prior to the Hui, and provide such notice to all Trustees.
60. A quorum for the AGM shall be attendance by at least fifteen (15) Members, plus a majority of Trustees who validly hold office.
61. Every adult Member present shall be entitled to one vote as follows:
- (a) Voting will be cast by show of hands.
 - (b) No proxy votes will be accepted for any meetings of the Authority.
 - (c) The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, and shall determine the process for the poll which may include verification of eligibility of persons to cast a vote as a Member.
62. A Special General Meeting must be convened within two months if the Secretary receives a written requisition and signed either by 75% of the Trustees, or signed by at least 40 Members, and stating the resolutions to be put to the Hui. The provisions relating to notice and quorum of AGMs shall apply to SGMs, where applicable. The Authority is not required to convene the SGM if it is called within three months of an AGM.

Dispute Resolution

63. In case of any conflict or dispute that pertains to the Authority or between Members relating to Authority business, the procedure for resolving conflicts shall be:
- (a) The complainant/s must give written notice to the of the nature of the dispute and identify any other relevant parties who need to be notified;
 - (b) Within one month, the Trustees must consider the notice of dispute at their next meeting and determine an appropriate process for resolution and invite the complainant/s to participate, in accordance with the principles of natural justice. Precedence will be given to tikanga Māori and kawa models in resolving any conflict;
 - (c) If the matter is not resolved, the Trustees will form a Disputes Committee which shall hear and determine the dispute in accordance

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K. Stephens
07/01/21 W.B.

with the principles of natural justice. The Disputes Committee shall consist of:

- (i) One Trustee;
 - (ii) One person knowledgeable in the tikanga of Ngāti Kere;
 - (iii) One Member with the skills and expertise to deal with the subject matter of the dispute provided that if the dispute concerns the Authority itself, then the Member shall not also be a Trustee; and
 - (iv) Where the Authority considers it appropriate given the subject matter of the dispute, one independent (non-Member) who is an individual of good standing and reputation in the community.
- (d) If the complainant/s is/are not satisfied with the decision of the Disputes Committee, he or she/they may invoke the process under this Deed to call a Special General Meeting for the matter to be resolved and/or seek directions from the Court.

Alterations to this Deed

64. This Deed may be signed in counterparts, and where all signatories have executed a copy, the counterparts together will form a valid Deed. The provisions of this Deed shall not be altered, amended or rescinded except as follows:
- (a) Where the Members are given notice that a Hui will consider amendments to this Deed and information how the Members can read those proposed changes; and
 - (b) By way of special resolution at an Annual General Meeting or Special General Meeting passed by at least 75% of the Members present and eligible to vote;
 - (c) Provided however that minor or technical amendments may be approved by the Trustees but those amendments must be tabled at the subsequent Annual or Special General Meeting.

Winding Up

65. The Authority may be terminated or dissolved or wound up if the Members of the Authority have resolved to do so by special resolution at an Annual General Meeting or Special General Meeting passed by at least 75% of the Members present and eligible to vote.
66. On the termination or dissolution or winding up of the Authority, the Trust assets (after payment of costs, debts and liabilities) shall be paid to, or resettled upon one or more other trusts or entities that have been established for the benefit of those who affiliate to Ngāti Kere.

Deed dated this _____ day of _____ 2020

SIGNED BY
Wikitoria Brown as an Initial Trustee
in the presence of:

07/01/2021 W.B.

Name: Wikitoria Brown. Witness:

Occupation: Volunteer RH

Town of Residence: Porangahau.

SIGNED BY
Jim Hutcheson as an Initial Trustee
in the presence of:

[Signature]

Name: Raylene Hutcheson Witness:

Occupation: Siedhand. RH

Town of Residence: Porangahau

SIGNED BY
Keri-Anne Stephens as an Initial Trustee
in the presence of:

07/01/21.

Name: Keri-Anne Stephens. Witness:

Occupation: Manager RH

Town of Residence: Lower Hutt.

SIGNED BY
David Tipene-Leach as an Initial Trustee
in the presence of:

7/1/21

Name: [Signature]

Occupation: Researcher Witness: RH

Town of Residence: Napier

[Signature]