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Post your completed form to: Companies Office, Private Bag 92061, Victoria Street West, Auckland

Cover sheet

Variation of trust / Alteration of rules of a charitable trust board

Sections 23 and 61 Charitable Trusts Act 1957

Notes

- Use this form to notify the Registrar of Incorporated Societies of changes to a Board's trust deed or rules.
- Changes and amendments must be attached to this cover sheet separately.
- Please enter the name as it appears on the Register of Charitable Trust Boards. You can confirm the full name by carrying out a Register Search at www.societies.govt.nz

1. Name of Board

Ngati Te Ata Claims Support Whanau

2. Registered number

2542519

3. Complete this checklist before filing this notice

Tick all options that apply to this variation of trusts/alteration of rules

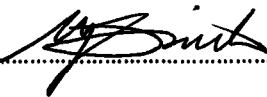
- ☒ The variation of trust/alteration of rules complies with the Charitable Trust Act 1957.
- ☒ Any change to the purpose of the charitable trust must comply with the Act. **Note** | The document can only be registered if the purpose continues to fall within the following categories:
 - the promotion of education;
 - the promotion of religion;
 - the relief of poverty; or
 - other purposes of benefit to the community.

☐ Does the variation of trust/alteration of rules include a name change for the board?

☐ If you are changing the name of the Board, have you checked that the name is available by doing a Register Search at www.companies.govt.nz ...?

Note | Section 15 of the Charitable Trusts Act 1957 regulates Board names generally.

4. Signature



5. Date:

10 / 03 / 2011

6. My contact details

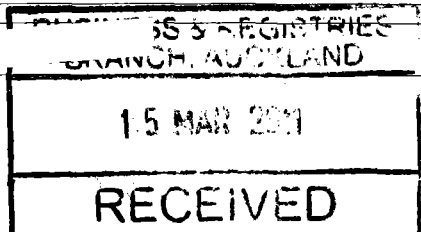
Name and postal address

Josie Smith (trustee/treasurer)
c/- PO Box 71 129
Rosebank, Auckland 1348

Email (optional)

josie.smith@ccf.co.nz

Telephone



DEED OF TRUST

NGĀTI TE ATA CLAIMS SUPPORT WHANAU

MARCH 2011

BUSINESS & REGISTRIES BRANCH, AUCKLAND
15 MAR 2011
RECEIVED

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INTRODUCTION

- A. At a hui-a-iwi of Ngāti Te Ata held at Tahuna Pā on 3 July 2010, Ngāti Te Ata Claims Support Whanau was mandated by Ngāti Te Ata to enter into negotiations with the Crown with the objective of settling all of Ngāti Te Ata's historical claims under the Treaty of Waitangi.
- B. Ngāti Te Ata Claims Support Whanau was subsequently incorporated under the Charitable Trusts Act 1957 on 29 November 2010 (number 2542519).
- C. In order to clarify and simplify a number of provisions in the original trust deed of Ngāti Te Ata Claims Support Whanau, the trustees have resolved to replace the original deed with this present deed.
- D. In executing this present deed, the trustees affirm that nothing in this deed is intended to materially alter or affect the charitable purpose of Ngāti Te Ata Claims Support Whanau.

DATE

The date of this deed is the 10th day of March 2011.

PARTIES

The parties to this deed are—

Josie Peita of Waiuku, teacher;

Wayne Nepia of Waiuku, truck driver;

Sharon Rickard of Clarks Beach, clinical psychologist;

Pikirangi Taylor of Ōrākei, student; and

Josephine Smith of Henderson, chief executive officer.

INTERPRETATION

1. In this deed,—

adult member	means a registered member aged 18 years or older
deed of mandate	means the document of that name dated September 2010 authorised by the trustees, the negotiators and certain of the koroheke and rūruhi of Ngāti Te Ata
inaugural trustees	means the five persons named above as parties to this deed

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Kāhui Kaumātua	has the meaning given to it in the deed of mandate
negotiator	means one of the five persons appointed by Ngāti Te Ata at a hui-a-iwi at Tahuna Pā on 3 July 2010 to negotiate with the Crown the settlement of Ngāti Te Ata's historical claims under the Treaty of Waitangi, together with any successors to any of those persons
Ngāti Te Ata	has the meaning given to it in the deed of mandate
registered member	means a member of Ngāti Te Ata whose name is included in the register of members to be kept by the trustees under section 9
settlement negotiation process	means the process referred to in section A of the introduction above, and the process has the same meaning
Trust	means Ngāti Te Ata Claims Support Whanau, a charitable trust incorporated under the Charitable Trusts Act 1957 (number 2542519)
trust deed	means this document
trustees	means the trustees for the time being of the Trust, and includes the inaugural trustees

- (2) This deed should be read in conjunction with the deed of mandate.
- (3) Despite subsection (2), in the event of a conflict between the terms of this deed and the deed of mandate, the terms of this deed are to prevail.
- (4) In this deed,
- (a) unless the context otherwise requires,—
 - (i) words importing the singular include the plural and vice versa; and
 - (ii) words importing one gender include the other gender; and
 - (iii) references to a statute shall be deemed to be references to that statute as amended or re-enacted or substituted from time to time.
 - (b) headings have been inserted for guidance only and shall not be deemed to form part of the content of the deed.

PROVISIONS OF DEED

1. Charitable purpose

The charitable purpose of the Trust is—

- (a) to guide and support the negotiation of, and to successfully conclude, the settlement of all of Ngāti Te Ata's historical claims under the Treaty of Waitangi; and

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- (b) to plan and manage the establishment of, and the transition to, a post-settlement governance entity for Ngāti Te Ata; and thereby
- (c) to promote and enhance the cultural, spiritual, social, economic and environmental wellbeing of Ngāti Te Ata; and
- (d) such other charitable purposes as the trustees may from time to time determine.

2. Role of trustees

The role of the trustees is to—

- (a) give effect to the purpose of the Trust stated in section 1; and
- (b) be responsible and accountable to Ngāti Te Ata for the proper and effective governance of the Trust in accordance with the provisions of this deed; and
- (c) discharge the responsibilities, perform the duties, and exercise the rights, conferred on them by or under this deed and by law; and
- (d) ensure the performance of the activities and the achievement of the objectives set out in the business plan of the Trust.

3. Powers of trustees

- (1) To achieve the purpose of the Trust, the trustees, in carrying out their role,—
 - (a) have all the rights, powers and privileges of a natural person; and
 - (b) have authority, on behalf of Ngāti Te Ata, to negotiate the settlement of Ngāti Te Ata's historical claims under the Treaty of Waitangi up to and including the preparation of any proposed deed of settlement between Ngāti Te Ata and the Crown for ratification by Ngāti Te Ata; and
 - (c) may deal with any trust funds as if they were the absolute owners of, and beneficially entitled to, such funds; and
 - (d) may do any act or thing, or procure the doing of any act or thing, or enter into any obligation.
- (2) To avoid doubt, it is declared that nothing in this deed gives the trustees the power to do any act or thing, or to procure the doing of any act or thing, or to enter into any obligation, which is inconsistent with the charitable purpose of the Trust.

4. Requirement for trustees

The number of natural persons comprising the trustees shall be between five (5) and seven (7).

5. Replacing and appointing trustees

- (1) The trustees of the Trust (apart from the inaugural trustees, but including any inaugural trustee who stands again in accordance with subsection (3)) must be chosen by a postal referendum of the adult members of Ngāti Te Ata.
- (2) No trustee may hold office for more than three (3) years without that trustee's position being subject to a further election process in accordance with this deed.

- (3) To avoid doubt, it is declared that an inaugural trustee may stand again for office in accordance with subsection (1) at the expiry of the period described in subsection (2).
- (4) An employee of the Trust who is elected as a trustee must resign from his or her position as an employee of the Trust before taking up his or her position as a trustee.
- (5) Nothing in this section entitles any person—
 - (a) who is not a registered member of Ngāti Te Ata; or
 - (b) who would, by the application of section 151 of the Companies Act 1993, be disqualified from being appointed or holding office as a director of a company—to be chosen or to hold office as a trustee of the Trust.
- (6) Subsequent to the date of this deed, a person may not be chosen as a trustee of the Trust unless he or she has—
 - (a) consented in writing to being a trustee; and
 - (b) certified that he or she is not disqualified by virtue of subsection (5).
- (7) Every person elected as a trustee under this section assumes the office of trustee at 12:00 midday on the date of publication in *The New Zealand Herald* or similar publication of the results of the postal referendum.

6. Cessation of office of trustee

- (1) A trustee may resign by giving notice in writing or electronically to the remaining trustees.
- (2) A trustee ceases to be a trustee if he or she—
 - (a) resigns as a trustee; or
 - (b) becomes ineligible by virtue of section 5(5) or section 15 to continue as a trustee; or
 - (c) fails or neglects to attend three consecutive duly-constituted meetings of the trustees without leave of absence, unless it appears to the other trustees at their first meeting after the last of such absences that there is a proper reason in each instance for such non-attendance; or
 - (d) stands unsuccessfully for re-election as part of a process under section 5; or
 - (e) dies.
- (3) The trustee concerned shall cease to hold office—
 - (a) in a case where subsection (2)(c) applies, from the date of the first meeting of the trustees after that trustee's third consecutive absence; or
 - (b) in a case where subsection (2)(d) applies, at 12:00 midday on the date of publication in *The New Zealand Herald* or similar publication of the results of the postal referendum; or
 - (c) in all other cases, from the date of the event which causes the cessation of office.
- (4) Upon the cessation of office described in subsections (2)(a) to (2)(d), the trustee resigning ceases to be a trustee of the Trust except as to the acts or deeds

necessary for the proper vesting of any trust funds in the continuing or new trustees.

- (5) The acts or deeds described in subsection (4) shall be done and executed at the expense of the Trust.

7. Removing trustees

- (1) In exceptional circumstances, a trustee may be removed by a unanimous vote of the remaining trustees.
- (2) A trustee may only be removed under subsection (1) if the remaining trustees are satisfied, on reasonable grounds, that—
- (a) the continuation in office of the trustee in question is likely to jeopardize the achievement of the Trust's purpose; or
 - (b) the trustee in question has brought Ngāti Te Ata into serious disrepute.
- (3) In the event of the removal of a trustee under subsection (1), the remaining trustees must—
- (a) explain to Ngāti Te Ata, as soon as reasonably practicable, the reasons why the trustee was removed; and
 - (b) proceed as if a casual vacancy had occurred within the meaning of section 8.

8. Casual vacancies

- (1) Should the number of trustees fall below five (5), the remaining trustees shall have the power to fill any vacant office of trustee by invitation until a replacement has been appointed in accordance with section 5.
- (2) A replacement appointment in accordance with section 5 must be made as soon as reasonably practicable after the occurrence of the vacancy.
- (3) An appointment by invitation under subsection (1) may be made by the trustees in respect of a person whom the trustees consider, on reasonable grounds, has the skills, knowledge, and experience to contribute to—
- (a) the achievement of the purpose of the Trust; and
 - (b) the effective governance of the Trust.
- (4) A trustee appointed by invitation under subsection (1) assumes office when—
- (a) the remaining trustees resolve to issue the invitation; and
 - (b) the trustee satisfies the requirements of section 5(6).
- (5) To avoid doubt, it is declared that, if the number of trustees falls below five, the remaining trustees shall retain the power to act as trustees, provided however that such power is exercised solely for the purpose of increasing the number of trustees under subsection (1).

9. Trustees to maintain register of Ngāti Te Ata

- (1) The trustees must, at all times, maintain a register of all of the members, including the adult members, of Ngāti Te Ata.
- (2) The trustees must—

- (a) include in the register the contact details and date of birth of each adult member; and
 - (b) make ongoing efforts to add members to the register; and
 - (c) keep the information in the register current.
- (3) The trustees may not refuse to include any *bona fide* member of Ngāti Te Ata in the register.

10. Participation of Ngāti Te Ata

In carrying out their role, the trustees must foster the understanding of Ngāti Te Ata of, and the participation of Ngāti Te Ata in, the settlement negotiation process by—

- (a) holding such hui-a-iwi as may be necessary—
 - (i) to keep the members of Ngāti Te Ata informed about the progress of the process; and
 - (ii) to obtain the views of Ngāti Te Ata about the process; and
- (b) otherwise communicating regularly with the members of Ngāti Te Ata.

11. Advice from Kāhui Kaumātua

In carrying out their role, and consistent with the duty of care set out in section 12, the trustees are entitled to—

- (a) seek advice from the Kāhui Kaumātua; and
- (b) at the sole discretion of the trustees, act on such advice.

12. Trustees' duty of care

When discharging his or her responsibilities as a trustee, or exercising his or her powers as a trustee, or performing his or her duties as a trustee, or otherwise performing his or her role as a trustee, a trustee—

- (a) must act—
 - (i) in good faith; and
 - (ii) impartially in relation to the members of Ngāti Te Ata; and
 - (iii) in such a way as to promote the achievement of the purpose of the Trust; and
- (b) must observe the prohibitions and restrictions in sections 12 to 16; and
- (c) must avoid conflicts of interest (including, but not limited to, contractual interests and pecuniary interests); and
- (d) must exercise the care, diligence, and skill that a prudent person of business would exercise in the same circumstances in managing the affairs of others.

13. Prohibition on private pecuniary profit

- (1) No private pecuniary profit may be made by any person from the Trust.
- (2) Despite subsection (1),—
 - (a) any trustee may receive full reimbursement for all expenses reasonably and properly incurred by that trustee in connection with the affairs of the Trust;

- (b) and subject to section 15, any trustee may 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;
 - (c) 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 and 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;
 - (d) the Trust may pay reasonable remuneration to any officer or servant of the Trust (whether a trustee or not, and including any negotiator) in return for services actually rendered to the Trust.
- (3) Further to subsection (2), the trustees shall ensure that any payment made to any trustee in connection with the discharge of that trustee's responsibilities under this deed will be made in a manner, and be of an amount, that is broadly comparable with payments made to trustees of similar governance entities of neighbouring iwi and hapū under similar circumstances.
- (4) Notwithstanding anything contained or implied in this deed, the trustees, in determining all reimbursements, remuneration and charges payable in the terms of this section, shall ensure that the restrictions imposed by sections 14 to 16 are strictly observed.

14. Pecuniary interests

- (1) Despite anything contained or implied in this deed, any person who is—
- (a) a trustee of the Trust; or
 - (b) an associated person (as defined by the Income Tax Act 1994) of any such trustee—
- shall not, by virtue of that capacity, determine, or materially influence in any way (whether directly or indirectly) the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.
- (2) A person who, in the course of and as part of the carrying on of his or her business of a professional practice, renders professional services to the Trust or to any organisation by which any business of the Trust is carried on, shall not, by reason only of his or her rendering of professional services, be in breach of this section.
- (3) A trustee of the Trust shall not vote on, or take part in the discussion of, any matter before the Trust in which he or she has, either directly or indirectly, any pecuniary interest other than an interest in common with any other registered member of Ngāti Te Ata.
- (4) Any person to whom this section applies must, when the matter is raised before the Trust, declare to the meeting his or her interest in the matter, and the fact of this disclosure is to be recorded in the minutes of the meeting.

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15. Contractual interests

Despite sections 13 and 14, a person is not capable of being a trustee of the Trust if the total of all payments made or to be made by or on behalf of the Trust in respect of all contracts made by it in which that person is interested exceeds \$10,000 (ten thousand dollars) in any given year.

16. Interested trustees

- (1) Notwithstanding anything contained or implied in this deed, any trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that trustee's interest to the other trustees, and shall not take any part whatever in any deliberations of the trustees concerning any matter in which that trustee is or may be interested other than as a trustee of the Trust.
- (2) To give effect to subsection (1), the Trust shall establish and regularly update a register of the interests of each trustee.

17. Liability, indemnity and insurance

- (1) No trustee shall be liable for any loss incurred by the Trust which is not attributable to—
 - (a) that trustee's own dishonesty; or
 - (b) the wilful commission or omission by that trustee of an act known by that trustee to be a breach of trust.
- (2) Each trustee shall be entitled to a full and complete indemnity from the trust's funds for any personal liability which that trustee may incur in any way arising from or in connection with that trustee acting or purporting to act as a trustee of the Trust, provided such liability is not attributable to that trustee's own dishonesty, or to the wilful commission or omission by that trustee of an act known by that trustee to be a breach of trust.

18. Business plan

- (1) The Trust must, at all times, have in place a current business plan under this section.
- (2) The purposes of a business plan are to—
 - (a) give effect to the purpose of the Trust; and
 - (b) provide a framework for—
 - (i) the decisions of the trustees; and
 - (ii) the activities of the negotiators; and
 - (c) set out the budget for the settlement negotiation process; and
 - (d) form the basis of the trustees' accountability to Ngāti Te Ata and (where relevant) to external parties.
- (3) A business plan adopted under this section must—
 - (a) cover the entire projected duration of the settlement negotiation process; and

- (b) be consistent with the charitable purpose of the Trust as set out in section 1;
and
- (c) be written in plain language.
- (4) The trustees must, as soon as reasonably practicable after the adoption of any business plan, make the plan available to Ngāti Te Ata and to such other parties as the trustees consider appropriate.
- (5) The trustees may amend a business plan at any time.
- (6) Despite subsection (1), the inaugural trustees must comply with the requirements of this section within two (2) months of the date of this deed.

19. Financial management

- (1) The financial year of the Trust is from 1 July to 30 June.
- (2) The trustees will ensure that the Trust—
 - (a) complies with generally-accepted accounting principles; and
 - (b) has in place an appropriate range of financial planning and management policies; and
 - (c) prepares a full set of audited financial statements at least annually.

20. General provisions for trustees' meetings

- (1) The trustees must hold the meetings that are necessary for them to carry out their role.
- (2) The trustees must hold meetings at the times and places that they appoint.
- (3) A trustee has, unless lawfully excluded, the right to attend any meeting of the trustees, or of any committee of the Trust.
- (4) A meeting of the trustees must be called and conducted in accordance with—
 - (a) this deed; and
 - (b) the governance policies of the Trust; and
 - (c) the standing orders of the Trust.

21. Ordinary meetings

- (1) An ordinary trustees' meeting may be convened by—
 - (a) the chairperson; or
 - (b) in the absence of the chairperson, the deputy chairperson; or
 - (c) a majority of trustees.
- (2) Notice of an ordinary trustees' meeting shall be given either in writing or electronically to every trustee not less than five (5) days before the date of the meeting.
- (3) A resolution of the trustees setting the date for an ordinary trustees' meeting or adopting a schedule of meetings, duly recorded in the minutes of the meeting circulated to trustees, shall be deemed to constitute notice of the meeting or meetings.

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- (4) Reasonable efforts must be made by any person or persons convening an ordinary trustees' meeting to ensure that every trustee receives notice of the meeting.
- (5) A fair representation of the matters to be decided at an ordinary meeting must be notified to every trustee either in writing or electronically not less than three (3) clear business days prior to the meeting.
- (6) To avoid doubt, it is declared that the proceedings of an ordinary trustees' meeting are not invalidated by a minor defect in the giving of notice for the meeting.

22. Extraordinary meetings

- (1) An extraordinary trustees' meeting may be convened by—
 - (a) the chairperson; or
 - (b) the deputy chairperson; or
 - (c) a majority of trustees.
- (2) Notice of an extraordinary trustees' meeting shall be given either in writing or electronically or in person to every trustee at the earliest practical opportunity before the date and time of the meeting.
- (3) Reasonable efforts must be made by any person or persons convening an extraordinary trustees' meeting to ensure that every trustee receives notice of the meeting.
- (4) A fair representation of the matters to be decided at an extraordinary trustees' meeting must be notified to every trustee at the time the meeting is notified.
- (5) At every extraordinary trustees' meeting, the first item of business must be a duly-authorized resolution stating—
 - (a) the reasons why an extraordinary trustees' meeting needed to be convened (instead of an ordinary meeting); and
 - (b) in the absence of any trustee, the remaining trustees' belief that reasonable efforts were made to notify, and to procure the attendance of, every trustee at the meeting.
- (6) To avoid doubt, it is declared that—
 - (a) the proceedings of an extraordinary trustees' meeting are not invalidated by a minor defect in the giving of notice for the meeting; and
 - (b) only those urgent matters necessitating the convening of an extraordinary meeting may be dealt with at that meeting.

23. Annual general meetings

- (1) An annual general must be convened by resolution of the trustees.
- (2) The principal purpose of an annual general meeting is to consider—
 - (a) the performance of the Trust in achieving its purpose; and
 - (b) the financial performance of the Trust.
- (3) Notice of an annual general meeting shall be given to the members of Ngāti Te Ata not less than twenty (20) days before the date of the meeting.

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- (4) An annual general meeting may be notified by public notice in appropriate media, by pānui (whether electronic or otherwise) or by any combination of means chosen by the trustees in satisfaction of subsection (5) below.
- (5) Reasonable efforts must be made by the trustees to ensure that every member of Ngāti Te Ata receives notice of an annual general meeting.
- (6) A fair representation of the matters to be decided at an annual general meeting, including the actual wording of any resolutions to be recommended to the meeting by the trustees, must be included in the notice of meeting.
- (7) To avoid doubt, it is declared that the proceedings of an annual general meeting are not invalidated by a minor defect in the giving of notice for the meeting.

24. Conduct of meetings

- (1) The trustees must, from time to time, elect from amongst their number a chairperson and a deputy chairperson.
- (2) The trustees may, from time to time, elect from amongst their number any other officer or officers whose functions will assist in achieving—
 - (a) the purpose of the Trust; and/or
 - (b) compliance with the provisions of this deed.
- (3) The trustees must adopt a set of standing orders for the conduct of their meetings.
- (4) The standing orders of the Trust must not contravene this deed, or any enactment.
- (5) The standing orders of the Trust must provide—
 - (a) that the quorum for meetings of the trustees is a majority of the trustees for the time being; and
 - (b) that each trustee is entitled to exercise one vote on any proposal to be decided by the trustees; and
 - (c) in the event of a tied vote on any proposal, the chairperson does not have an additional, casting vote.
- (6) The standing orders of the Trust must specify—
 - (a) the desirability of consensus decision-making by the trustees; and
 - (b) voting procedures at meetings of the trustees; and
 - (c) the rights of members of Ngāti Te Ata to attend, and to speak at, meetings of the trustees; and
 - (d) procedures in relation to the keeping of minutes.
- (7) Despite subsection (6)(d), the following matters must be recorded in writing:
 - (a) all resolutions of the trustees;
 - (b) all declarations under section 16.

25. Alternate forms of meeting

- (1) The contemporaneous linking together of the trustees by telephone, videoconferencing or other electronic means of communication shall constitute a meeting of the trustees and the provisions of this deed shall apply to such meetings, provided the following conditions are met:
 - (a) each trustee shall be entitled—

- (i) to notice of such a meeting as if the meeting were an ordinary meeting or an extraordinary meeting called under either section 21 or section 22; and
 - (ii) to be linked for the purposes of the meeting:
 - (b) each of the trustees taking part in the meeting must be able to hear, for the whole of the meeting, each of the other trustees taking part in the meeting;
 - (c) at the commencement and conclusion of such meeting each trustee must acknowledge his or her presence for the purpose of the meeting;
 - (d) no trustee may withdraw from such a meeting without the express consent of the chairperson;
 - (e) a trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that trustee has obtained the consent described in subsection (1)(d).
- (2) A minute of a meeting described by subsection (1) shall be sufficient evidence of the proceedings of the meeting, provided the minute is duly certified as a correct minute at a subsequent trustees' meeting.

26. Exclusion of certain persons from meetings

- (1) Notwithstanding any provision in this deed or in the standing orders of the Trust, the trustees may, by resolution passed while the meeting is still open to members of Ngāti Te Ata, exclude any person from the whole, or part, of any of their meetings.
- (2) The trustees may exercise the power in subsection (1) if they are satisfied on reasonable grounds that not to do so would be likely to—
- (a) result in the disclosure of information for which good reason for withholding exists; or
 - (b) prejudice the orderly conduct of the meeting.

27. Delegation

- (1) Unless expressly provided otherwise in this deed, or in any other enactment, the trustees may delegate to an individual trustee, or to a committee, or to a negotiator, or to an employee, or to a contractor, any of their responsibilities, duties, or powers, including the power to delegate, except—
- (a) the power to exercise fiduciary discretions relating to the investment and management of the trust's funds; or
 - (b) the power to borrow money, or purchase or dispose of assets, other than in accordance with the business plan of the Trust; or
 - (c) any power reserved to the Trust under the deed of mandate.
- (2) The trustees must, at all times, maintain a register of the responsibilities, duties and powers they have delegated which sets out, for every delegation,—
- (a) the nature and extent of the delegation; and
 - (b) the intended outcome of the delegation; and
 - (c) the nature and method of accountability for the exercise of the delegation.

- (3) The trustees have the power to revoke any delegation at will, and no delegation prevents the exercise of any power or the performance of any duty by the trustees.
- (4) It is not necessary for any person to whom a delegation is made to be a trustee, nor for any group to which a delegation is made to include one or more trustees.

28. Dispute resolution

In the event of a dispute in relation to the affairs of the Trust, the trustees agree to use the dispute resolution procedures set out in section 14 of the deed of mandate.

29. Restrictions on amendments to deed

The trustees may from time to time amend this deed, provided the amendment is consistent with the charitable purpose of the Trust.

30. Activities limited to New Zealand

The activities of the Trust are limited to New Zealand.

31. Winding up of Trust

- (1) In view of the purpose of the Trust, it is envisaged that the trustees will, at or about the conclusion of the settlement negotiation process, wind up the Trust and transfer its assets (if any) to a post-settlement governance entity established for the purpose of governing Ngāti Te Ata.
- (2) If, at any other time, the trustees decide that, for whatever reason, it is no longer practical or desirable to carry out the purpose of the Trust, then the trustees may resolve to wind up the Trust.
- (3) Any resolution to wind up the Trust pursuant to this section must provide for the vesting of the assets of the Trust in such one or more charitable bodies in New Zealand, and for such charitable purposes, and in such manner, and upon such terms, and in such proportions, as the trustees may decide, provided that the assets of the Trust shall be disposed of in accordance with the provisions of the Charitable Trust Act 1957.

WN B
P-7 SR

AUTHORISATION

SIGNED by

P. Kirangi Taylor
(full name of trustee)

P. Kirangi Taylor
(signature of trustee)

as trustee in the presence of:

[Signature]
(signature of witness)
DAVID STUART GRAY
(full name of witness)
CONSULTANT
(occupation of witness)

WHANGARATA
(city/town of residence)

TUAKAU 2694

SIGNED by

Sharon Louise Rickard
(full name of trustee)

Sharon Rickard
(signature of trustee)

as trustee in the presence of:

[Signature]
(signature of witness)
DAVID STUART GRAY
(full name of witness)
CONSULTANT
(occupation of witness)

WHANGARATA
(city/town of residence)

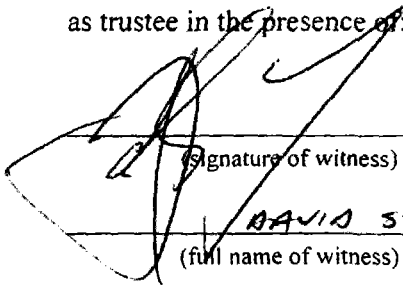
TUAKAU 2694

SIGNED by

Josie Smith

(full name of trustee)

as trustee in the presence of:


(signature of witness)

DAVID STUART GRAY

(full name of witness)

CONSULTANT

(occupation of witness)

WHANGARATA

(city/town of residence)

TUAKAU 2694



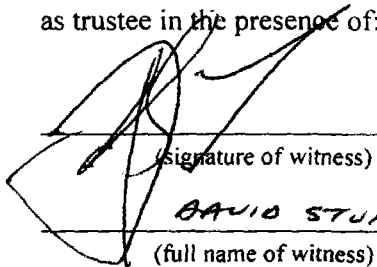
(signature of trustee)

SIGNED by

Wayne Nepia

(full name of trustee)

as trustee in the presence of:


(signature of witness)

DAVID STUART GRAY

(full name of witness)

CONSULTANT

(occupation of witness)

WHANGARATA

(city/town of residence)

TUAKAU 2694



(signature of trustee)

David Gray

From: David Gray [dsgray@nettel.net.nz]
Sent: Friday, 11 March 2011 9:52 a.m.
To: 'David Josland'
Subject: RE: Ngati Te Ata
Attachments: Trust deed (as executed 110310).pdf; Form CT3 - Ngati Te Ata Claims Support Whanau (2542519).pdf

Tēnā koe David

At a duly-constituted meeting last evening, the trustees of Ngāti Te Ata Claims Support Whanau resolved as follows:

THAT, in accordance with the notice given on Thursday 24 February 2011, the existing trust deed of Ngāti Te Ata Claims Support Whanau be replaced by the deed of trust dated 10 March 2011 authorised by the trustees at this meeting.

I am attaching a copy of the executed replacement deed, together with a duly-completed Form CT3. (I am not sure if we are able to register the new rules this way, or if we are required to send in a physical copy – your advice would be appreciated.)

The replacement deed is identical in every respect to the deed I sent you some weeks back, with one exception. Section 11, which reads as follows, is new:

11. Advice from Kāhui Kaumātua

In carrying out their role, and consistent with the duty of care set out in section 12, the trustees are entitled to—

- (a) seek advice from the Kāhui Kaumātua; and
- (b) at the sole discretion of the trustees, act on such advice.

The Kāhui Kaumātua is a group of tribal elders whose advice the trustees are likely to seek from time to time.

Again, we greatly appreciate your assistance in this matter.

Ngā mihi,

Dave.

From: David Josland [mailto:david.josland@companies.govt.nz]
Sent: Tuesday, 22 February 2011 4:23 p.m.
To: David Gray
Subject: RE: Ngati Te Ata

Hi David,

I am prepared to advise the Registrar of Incorporated Societies to accept a new trust deed for registration to replace the one that was originally registered on 29 November 2010. I consider that the purposes outlined below are principally or exclusively charitable.

I have attached a copy of the Form CT3 - Cover sheet that should accompany the new deed when it is sent in for registration.

14/03/2011

If the trust itself is registered with the Charities Commission, you will also need to send a copy of the new deed to them.

Kind regards,

David Josland

From: David Gray [mailto:dsgray@nettel.net.nz]

Sent: Tuesday, 15 February 2011 4:17 p.m.

To: David Josland

Subject: Ngāti Te Ata

Tēnā koe David,

Thanks for calling a few minutes ago – it was kind of you to get back to me.

As explained in my query, Ngāti Te Ata are entering into negotiations with the Crown. Some months ago, the iwi incorporated a charitable trust, Ngāti Te Ata Claims Support Whanau (number 2542519). I have recently been retained as an advisor to the Trust. In my view, the trust's deed is poorly drafted and is likely to be an impediment to the iwi obtaining funding from Crown Forestry Rental Trust (a view which CFRT has informally confirmed to me). For this reason, I am proposing to replace the existing deed with a completely new deed (which the trustees have the power to do under the existing deed).

Before going to the trouble of promulgating a draft deed, it would be very helpful if I could ascertain the views of the Registrar as to the appropriateness or otherwise of the proposed Purposes clause in the new deed. The proposed clause reads as follows:

1. 1. Charitable purpose

The charitable purpose of the Trust is—

- (a) to guide and support the negotiation of, and to successfully conclude, the settlement of all of Ngāti Te Ata's historical claims under the Treaty of Waitangi; and
- (b) to plan and manage the establishment of, and the transition to, a post-settlement governance entity for Ngāti Te Ata; and thereby
- (c) to promote and enhance the cultural, spiritual, social, economic and environmental wellbeing of Ngāti Te Ata; and
- (d) such other charitable purposes as the trustees may from time to time determine.

It's important to note that the trust has been established for one purpose only: to guide Ngāti Te Ata's claims negotiation process to a successful conclusion. Once that has happened, a new, post-settlement governance entity will be constituted and the existing trust will be wound up.

Despite this (and if you have occasion to look), you will see that the Purposes clause in the existing deed (clause 5, Aims) is very broad and includes purposes that the trust will never engage in and is not intended to engage in. It appears to me as though the clause has been broadly drafted simply to satisfy the definition of 'charitable', notwithstanding the actual purpose of the trust. I would rather not include a 'bigger-than-Texas' clause of that kind, if at all possible.

Any advice or guidance that you can provide will be gratefully received.

With thanks,

Dave.

PS: I am attaching the entire proposed deed, in case you need to refer to other clauses.

14/03/2011

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14/03/2011