
NGĀTI IO CHARITABLE TRUST DEED

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“Ka pō, ka pō, ka awatea”
Tihei Mauri Ora ki te whei aō
Tihei Mauri Ora ki te aō mārama

The first rays of dawn herald the transition from night to day.
Behold it is the living environment (the breath of life).
Behold it is the world of light.

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**PART 1
NGĀTI IO CHARITABLE TRUST**

THIS SETTLEMENT: } is made this day, 30th of April 2023

BY AND BETWEEN:

SETTLOR } ARIKI-NUI GAVIN-JOHN :MARSICH:

AND

TRUSTEES } ARIKI-NUI KAWENATA :MARSICH-CROWN:

} GLORIA-JANE :NAERA:

DATED: } 30th APRIL 2023

PARTIES: We, the appointed Trustees do solemnly affirm the following:

}That this settlement contained is about to transfer or deliver to the original Trustees or otherwise place under their control the property Specified in the Second Schedule hereto and may hereafter from time to time pay or transfer to the Original Trustee further monies, Investments or other property by way of addition to the Trust Fund hereby instituted.

It is intended that the settlement shall be irrevocable.

BACKGROUND

- i. The Chairman of this Trust has brought together a group of people who share a common purpose, aspirations, goals, objectives and purposes to advance the restoration plan, the Te Ture Tangata of the “Kingdom of Io” or commonly known as “TE WHARE MĀTĀMUATANGA O IO”. By doing so, the Board wishes to extend its membership to the United World First Nations as we come together in unity, kotahitanga, te tino rangatiratangā, mana mauri motuhake, love, peace, reconciliation and inner-standing.

ESTABLISHMENT OF TRUST

- ii. To that end, the parties to this Deed wish to establish a Charitable Trust in New Zealand (“the Trust”) to be known as “**NGĀTI IO CHARITABLE TRUST**” to give effect to the following charitable purposes set-out in this Deed.

KOHA/CONTRIBUTION TO ESTABLISH AND INCORPORATE TRUST

- iii. On signing this Deed, the above parties agree to pay a sum of \$100.00 each to be held by the Trustees for the purposes in establishing this Trust.

NOW THIS DEED RECORDS THE FOLLOWING:

1.1 DEFINITION OF TERMS AND CONSTRUCTION

- a) Associated and other expression indicating the association of persons and references to meaning set-out under section YA of the **Tax Act 2007**.
- b) **Balance date** refers to provisional Tax Requirements of **31st March** and or other date adopted by the Trustees.
- c) **Board** refers to the Board established under clause 3.1 of this Deed.
- d) **Charitable Trusts Act** refers to the **Charitable Trusts Act 1957**.
- e) **Designated Gift** means a gift which is subject to a Trust for a specific purpose that comes within the charitable purposes of the Trust Fund.
- f) **Financial Year** refers to any year or any other required accounting period ending on a Balance Date.
- g) A Trustee will be **interested** in a matter if the Trustees.
 - is a party to or will derive a material financial benefit from that matter.
 - has a material financial benefit from that matter a Director, Officer and or Trustee of another party to or a person who will or may derive a material financial benefit from the matter of the Trust.

- is the parent, child, spouse of another party to or persons who will or may derive a material financial benefit from that matter; or
 - is otherwise directly or interested in the matter.
- h) *Related Persons*** refers to the purposes set-out in **clause 5.5** (Income, benefit or advantage) and in relation to any business to which section **CW 42** of the **TAX ACT 2007** applies, means a person specified in paragraphs **(i)** to **(iv)** of **subsection 5(b)** of that section refers to persons specified below:
- a Settlor or Trustee of the Trust refers to the administration and management of a Business;
 - a Shareholder or Director of a Company by which the Company is carried on; or;
 - a Settlor or Trustee of a Trust that is a Shareholder of the Company by which the business is carried on;
 - a person associated with a Settlor, Trustee, Shareholder or Director;
- i) *Tax Act*** refers to the meaning of Income **TAX ACT 2007**.
- j) *Teleconference Meeting*** refers to the purposes set-out under schedule 3 of this Deed, a meeting whether or not the participants are linked by telephone, zoom or any other means of instant audio and or AVL communication.
- k) *Trust*** refers to the Charitable Trust created by this Deed.
- l) *Trust Fund*** refers to rules set out in the schedule, meaning this Deed.
- m) *Fund*** means:
- the sum of **NZD \$10.00** referred to **PART 1, clause iii** of this Deed; and
 - any money, investments or other property paid or given to, or acquired or agreed to be acquired by, the Trustees after this Deed has been signed with the intention that it be held by the Trustees subject to the Trusts and any other provisions set out in this Deed;
- n) *Trustees*** refer to the appointment of Trustees who are legally responsible in managing and or protecting the interests and or Trust Funds, whether original, managing and or protecting the interests and or Trust Funds, whether original, additional and or substituted.

1.2 CONSTRUCTION

In the construction of this Deed unless the context states otherwise:

- a) **Charitable purposes** refer to the given meaning of terms set out under the provisions of the **CHARITIES ACT 1957**.
- b) **Clauses and schedules** refer to a clause or a schedule set-out in this Deed unless otherwise stated. The schedule attached to this Deed forms part of the construction of this Deed.
- c) **Contents page and headings** refers to the contents page and the headings that appear as a matter of convenience only and do-not affect the construction of this Deed.
- d) **Defined terms** refer to words or phrases appearing in this Deed with capitalised initial letters are defined terms and meaning set-out in this Deed. If a word or phrase is given in a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.
- e) **Documents** refers to any document included this Deed and references to any other documents as being amended or replaced from time to time.
- f) **Person** refers to persons and or firms, corporation, unincorporated associations and or authorities and firms that may also include in referenced to a collaboration of joint-venture partnerships.
- g) **A rule** refers to the interpretation of each schedule, this includes a reference to a rule is a rule set-out in that schedule.
- h) **Singular, plural and gender** refer to singular, plural and vice versa including words that denote a gender include all genders.
- i) **Statutes and regulations** refer to any statutory provisions including any statutory provisions, its amendments and any other enacted subordinate legislation.
- j) If there is a conflict of interest between the rules contained in the Schedules including any other provisions set out under this Deed, the other provisions of this Deed shall prevail.

1.3 CREATION OF TRUST

The Trustees acknowledge and declare that the Trustees shall hold in trust, the Trust Fund specified under charitable purposes which is further set out in accordance with the powers set out in this Deed.

1.4 NAME OF TRUST

The name of the Trust shall be “**NGĀTI IO CHARITABLE TRUST**” or any other such names as the Trustees may determine by resolution from time to time shall apply.

1.5 REGISTERED OFFICE

The registered office of the Trust shall be **19 WAIOTEMARAMA GORGE ROAD, OPONONI 0473, RD3, KAIKOHEKOHE, NEW ZEALAND (AOTEAROA)** or any other such place in New Zealand as the Trustees may determine by resolution from time to time.

1.6 INCORPORATION UNDER THE CHARITABLE TRUST ACT 1957

In accordance with a meeting held on the **30th of April 2023** the appointment of a TRUSTEES to the above Trust, resolved to apply and incorporate as a Board under ss 2 of the **CHARITABLE TRUST ACT 1957** under the name of “**NGĀTI IO CHARITABLE TRUST**” or any other names approved by the Register of Incorporated Societies.

1.7 REGISTRATION UNDER THE CHARITIES ACT 1957

If considered appropriate, the Trustees may apply for registration in accordance with the provisions set out under the **CHARITABLE TRUST ACT 1957 ss 13-14-9** Schedule 2, as a Charitable Entity and give effect to the purposes further set out in **clause 3.3.1** of this Deed of Trust.

1.8 KEY OBJECTIVES OF TRUST NGĀTI IO CHARITABLE TRUST

In meeting the charitable objectives and purposes of this Trust (“The Trust Purposes”) including Funds held by the Trust, are to be carried exclusively for charitable purposes within New Zealand and internationally by:

- Promoting and advancing the “Kingdom of Io” within the communities (locally-regionally) and abroad to transmit daily communications of karakia via social media platforms, Telegram and Zoom according to the word and be of service to humanity by improving social inequality and deprivation by relieving poverty and addressing the gap of homelessness; development of papakaingā housing (conscience communities) access to and cultural equality, the advancement of employment and or education or any other matter beneficial to the community, including without limitation, the following:
 - Charitable purposes.
 - Recognition of community needs.
 - Te Ture Tangata-Restoration Plan
 - Relieve poverty.

- Conservation of Cultural Heritage.
- Environment-Kaitiakitangā.
- Joint-Statutory Board.
- Hunting and Fishing reserves.
- Social-Hauora and Wellbeing.
- Alcohol and Drug Programs
- Quality Management and Delivery of Care.
- Referrals.
- Ongoing Risks Assessments and Monitoring.
- Rangatahi at Risk.
- Rangatahi Leadership Programs.
- Employment-Primary Industry Training and Apprenticeships

1.9 CHARITABLE PURPOSES

In meeting the charitable objectives and purposes of this Trust (“The Trust Purposes”) including Funds held by the Trust are to be carried exclusively for Charitable purposes within New Zealand and abroad (globally) to foster and encourage participation and contribution within the wider communities by promoting and lifting social, economic and cultural capability as set out below from **clause 1:10-1:17**.

1.10 RECOGNITION OF COMMUNITY NEEDS

In recognising the multi-cultural needs, well-being, aims, aspirations differences of Māori, Pacific Island and other Ethnic groups and communities, the TRUST proposes to co-ordinate and work closely with other private and public Charitable organisations, government agencies, non-government organisations and Cooperatives as service to humanity to fulfil and carry out the following:

- to provide positive long-term solutions in response to extensive evidence of disparities in social housing, ownership, warmer healthy homes were efforts to address and remedy inequality and disproportionate gaps particularly homelessness and lack of affordable housing for low-income earners and or beneficiaries have been quite challenging for families is evident by delivering culturally appropriate approaches to outreach services.
- promote key objective that recognizes and meets the aims, aspirations and cultural differences of diverse minority, ethnic groups and their families including individuals

with disabilities; to empower, support, build and strengthen stronger, resilient healthier communities; to improve and enhance physical and mental well-being and create long-term sustainable, positive impacts, including, hard to reach, isolated, rural and local communities.

- enhance rangatiratanga, kotahitanga and produce long-term sustainable positive solutions to support and strengthen whānau and or family relationships through whakawhanaungatanga is supportive, self-sufficient, self-interdependent and autonomous by achieving desirable, positive results to improve better quality of diverse, social, economic and cultural outcomes etc.
- to become a central key player as first responders in times of emergencies, natural disasters and formulate, implement guidelines and human-physical resources, materials in collaboration with local and regional government and community groups to assist and support with the distribution and supply of food, water, clothing, bedding, medical supplies.
- develop benchmarks to identify the socio-economic status of communities involved and provide a baseline to measure changes in communities and successes against in order to achieve sustainable tangible outcomes.
- develop a data base of social-community led services in order to determine key outcomes for statistical purposes and develop research and workforce plan development conducive to meeting the needs of the wider communities that is consistent with the organisation's values, mission, and vision statements.

1.11 TE TURE TANGATA-RESTORATION PLAN

To promote and advance the Kingdom of God

- To implement the Restoration Plan – in accordance with the Te Ture Tangata of the Kingdom of Io.
- To promote, advance and lead Indigenous Communities into the new world of Love and Kingdom of Io through aroha, unity, goodwill, cooperation and establishing meaningful lasting relationships by doing good to one another.

1.12 RELIEVE POVERTY

Relieve poverty of food, water and shelter by:

- addressing the deprivation and inadequate access to basic universal needs of food, (production and development of mara kai-community led gardens (nurseries-food

crops-pastoral-horticultural-viticultural-agricultural farming) with the long-term objective in promoting cooperative (trade and exchange) self-sufficient development.

- establish a community led and assessment support services of cooperatives for young persons, their whānau/families who wish to be a part of a collective community that is supportive, self-sufficient, self-interdependent and autonomous.
- reducing and closing the gaps of inequities of poverty by establishing centralized conscience communities, humanitarian aid and relief throughout Aotearoha to enable Co-operatives to develop affordable papakainga (homes) led for and by the communities and global Member States.
- develop community projects such as horticultural, organic traditional marakai (communal horticultural gardens) produce (fruit and vegetables crops), agricultural and viticultural farming with a long-term view of being self-sufficient, interdependent and to promote and improve healthy clean living.
- support coordinated efforts to transform the most vulnerable lives of multicultural ethnic minorities of children, youth, women, men, the disabled and their families with life changing essentials to adequate access to clean water, sanitation, research and developing a data base to achieve long-term key objectives and charitable purposes of the Trust.

1.13 CONSERVATION OF CULTURAL HERITAGE

To preserve, manage, conserve and protect New Zealand's natural environment of ngā taonga tuku iho in accordance with the cultural values and practices of te ao māori me onā tikānga for present and future generations.

- integrate mataurangā māori practices by developing a cultural framework in collaboration with local Hapū and wider communities.
- surveying of taongā and spiritual, historical sites of significant to Hapū.
- enabling better access to wider communities to ensures NZ's Conservation and Environmental environment and biodiversity (Land-Coastal Foreshores-Rivers-Lakes and Waterways are free from pollutants, contaminants, poisons, toxins, chemicals and or human/animal waste products.
- establish meaningful working relationships with Hapū, Private Landowners and wider communities.

1.14 ENVIRONMENTAL-KATIAKITANGĀ

Promote, restore, protect and conserve cultural, historical sites of significance relevant to Indigenous communities by:

- integrating conservation and environmental practices by developing a cultural framework and working closely with Department of Conservation, Local and Regional Councils, NGO-Private and or Public Trust Boards.
- protection, preservation and conservation of spiritual, historical sites of significance, use of land with a long-term view to establish and create sustainable wetlands aquafarming-nurseries of tuna (“Eel”) commercial live trade and export that will benefit the communities.
- promote, protect, conserve natural ngā taonga tuku iho natural, environmental and conservational resources.
- restoration of flora (native plants and introduced) and fauna (animals, freshwater eel, kakahi, (fresh-water mussels), koura, birds and game birds) safe from harm, pests and control of predators.
 - harvesting and production of raupo (materials-linen).
 - feasibility study, research, development and production of swamp honey.
 - to foster, promote and enhance outdoor biodiversity educational programmes (flora-fauna and plant species) with a key focus in maintaining the science of mātaurangā māori, research, learning centres, activities and knowledge of local heritage, stories in collaboration with wider local communities.
 - enable greater access to recreational hunting and fishing with a long-term view to establishing self-sustainable aqua farming (commercial fishing-fresh water eel) and nurseries.
 - swamp maintenance, restoration, replanting, water irrigation and development of viewing platforms, walking and cycle tracks and promote NZ’s cultural heritage.

1.15 JOINT STATUTORY BOARD

New Zealand’s unique biodiversity caused by massive shifts of geography is varied and distinctive where 80% of our native, flora and fauna species, birds, animals, trees, ferns and flowering plants are endemic (found only in New Zealand) are at threat from human, pests and weeds.

- the Trust has a strong view that we have a fundamental duty and responsibility to preserve, manage, conserve and protect nga taonga tuku iho for present generations to enjoy now and into the future.
- to achieve the key objectives and charitable purposes set-out in this Deed, the TRUST intend to build good working relations by developing a joint statutory Working groups (Local/Regional Council-Department of Conservation) to cover and co-ordinate policy and operational practices.
- establish a Biodiversity forum in collaboration with local communities to
- develop a process and proactive approach to engage with neighbouring private landowners and farmers to maintain the natural habitats of wetlands from run offs, contaminants, toxins and pollutions.

1.16 HUNTING AND FISHING RESERVES

To develop Wetlands-Hunting and Fishing Reserve projects to support and address the following key areas such as:

- to become a strong advocate and voice on behalf of the communities at a local, regional and national level in resource management, conservation and environmental and sustainable economic development and stability.
- employment with a long-term view to promote Māori and Pacific Trade Training Apprenticeships in related areas of environmental conservation programmes, aqua farming, human resources and management, outdoor educational programmes, activities, Air BnB, tourism and construction.
- develop benchmarks to identify the socio-economic status of communities involved and provide a baseline to measure changes in communities and successes against in order to achieve tangible outcomes.
- develop a data base of clients utilising services in order to determine key outcomes for statistical purposes in order to develop research and workforce plan development.
- conducive to meeting the needs of the community the TRUST will ensure to achieve the organisations values, mission, and vision statements in meeting its long-term key objectives, mile stones, funding and charitable purposes.

1.17 HAUORA-HEALTH AND WELLBEING

In addressing the high consumption, misuse of alcohol and easy access to a wide range of addictive substances, psychoactive, volatile illegal/legal drugs and the continuing, on-going issues related to a rise in serious and persistent offending and associated anti-social behaviour and mental health disorders experienced amongst youth and adults, the TRUST wishes to provide the following support services:

- establish a community-based alcohol and drug counselling and assessment support services for young persons, their whānau/families and adults who are experiencing or are suffering from alcohol or drug related issues.
- address and improve the lack of equity in participation, barriers and improve access to and distribution of resources and provisions in delivery of services in collaboration with wider NGO providers and other wider Charitable organisations.
- achieve desirable, positive results to improve better quality of social, economic and cultural outcomes by building and strengthening relationships among vulnerable children, young persons and their families enhance strong relationships with the wider community, service providers, schools and government agencies.
- Reduce the impact of alcohol and drug related harm and abuse by providing effective strategies, treatment plans and rehabilitation through cultural practices and implementation of tikānga.

ALCOHOL AND DRUG PROGRAMS-COUNSELLING-REHAB

- One on one support counselling.
- Group sessions.
- Continuum of Care-MDT Multi-Disciplinary Pathway Meetings.
- Interagency Meetings with Networks.
- On-going Risk assessment.
- Utilisation of approved “Te Whare Tapa Wha” methods.
- Powhiri Poutama /Relapse Program.
- Residential options.
- Exit plan.

QUALITY MANAGEMENT IN DELIVERY OF CARE

- Risk Assessment.
- Clinical planning.
- On-going support and monitoring.

- Access and support to Alcohol and Drug Counsellors.

REFERRALS

In developing well documented policies and procedures to support the referral process and clinical pathway, networking agencies and referral basis such as:

- Ministry of Social Development.
- Youth Justice/District Courts/Probation Services.
- Child Youth and Family.
- Walk-in and or fax referrals.
- AA/NA networks.
- Network Provide Adult and Youth Support.
- Youth Work /Networking.
- School/Home Visits.

ON-GOING RISK ASSESSMENTS AND MONITORING

- provide effective strategies, treatment plans and rehabilitation through the practice and implementation of tikanga māori values and principles.
- improve physical and mental well-being of children and young people.
- produce long-term sustainable positive solutions to support and strengthen whānau/family.
- support government and non-government agencies to address and respond to an increase and rise in serious and persistent offending of children and young people at risk as a result of alcohol and drug related issues.
- minimise and decrease serious and persistent re-offending for high-risk young people.
- to deliver a service that is culturally safe with staff that is professional and has a good understanding of how to deliver their respective services according to specific quality of standards (QUAL) and guidelines.
- formulate, develop and implement well documented policies and procedures to support the referral process and clinical pathways.
- support will also be provided to employees through on-going personal and professional training and development and access to kaumātua and other service providers.

YOUTH AT RISK

Collaborate and work with Child, Youth and Family and community service providers to address and reduce alcohol and drug related harm, enhance and improve joint youth initiatives focusing on the best outcomes for youth and their whānau in addition to the provisions of the following delivery of services:

- connect with Ōranga Tamariki (“Child Youth and Family”) at an earlier stage to support effective intervention plans for young offenders.
- strengthen case management by actively engaging with whānau of offenders in the planning of rehabilitation and reintegration for young offenders.
- provide a multi-disciplinary approach when interacting with vulnerable people to improve public safety, minimise and decrease serious and persistent re-offending for high-risk young people.
- to take a proactive and positive role in facilitating, advocating, coordinating and providing leadership and one to one mentoring to develop and enhance long-term personal goals, increase self-esteem, confidence, respect for authority figures, positive decision-making and participation to re-engage in education and or further training in collaboration with key network providers where required.
- capacity to deliver on key community wellbeing outcomes and role of driving key projects in response to identified issues.
- minimise and decrease serious and persistent re-offending for high-risk young people.
- improve physical and mental well-being of children and young persons.

YOUTH LEADERSHIP PROGRAMMES

Develop Youth Leadership Programme – programme of workshops with young people in collaboration with key networks, government and non-government agencies, local community services community understanding and participation.

- to establish facilities, a community hub where vulnerable, disadvantaged youth aged 12 years and up has access to a safe and healthy environment to participate in safe, controlled, managed, community led activities and or programmes.
- to provide opportunities for youth to use their assets, strengths and skills by encouraging and enabling local youth to play a part in shaping and developing positive activities and or programmes with support to take on leadership roles within the community.

- create supportive and enriching environments for all young people that will lead to positive outcomes as well as reducing negative outcomes.
- proactively encourage volunteerism and ideally have a volunteer and worker base drawn from local communities based on shared outcomes and local data.
- encourage young people to participate in planning and running key activities and look to mentoring long term and be willing and prepared to go the extra mile, build positive, sustained social networks, foster active local networks which are positive and non-competitive and respecting and valuing community diversity.
- create a safe and healthy environment with set procedures and policies to ensure management of risks and safety of staff and youth meets required legislative standards in terms of occupational safety and health (“OSH”).

PRIMARY TRADE TRAINING APPRENTICESHIPS

In delivery of the following services the TRUST shall:

- develop a data base of clients utilising services in order to determine key outcomes for statistical purposes in order to develop research and workforce plan development.
- base Workforce Development on Research and proven, successful programmes.
- enhance chosen Career Pathways.
- form equitable, strategic partnerships.
- build and maintain sustainable capital.

Workforce Development will be achieved by activities in the following key areas:

- Collaboration.
- Education and training.
- Leadership.
- Legislation and policy.
- Organisational development.
- Recruitment and retention.
- Research and evaluation/Resources.

In addition, the following values will be incorporated in all workforce activities and initiatives with priorities identified as the following:

- collaborate with Work and Income New Zealand to provide on-site Work Placement Training to registered, unemployed beneficiaries who wish to gain relevant skills and

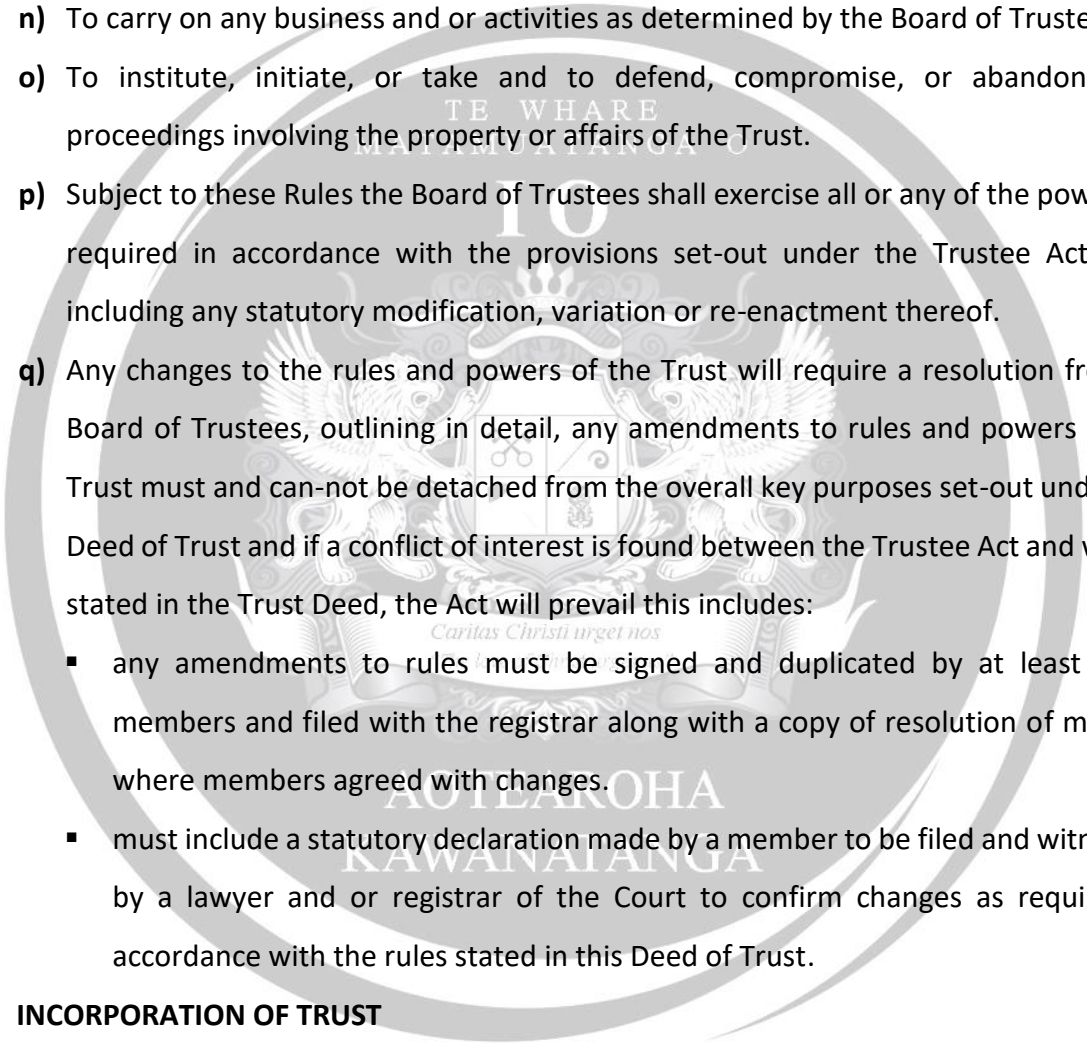
experience in Office Administration, Human Resources, and Information Technology with the view in providing full-time Employment.

- partner with new employers to forge new opportunities for work with a key focus in targeting specific groups in particularly youth and long-term unemployed beneficiaries to develop and enhance personal skills to meet and align with employment requirements; this includes CV writing etc.
- provide one to one mentoring and on-going support to assist with improving communication written and oral skills to increase self-esteem and boost self-confidence by facilitating workshops and or programmes.
- provide one to one mentoring and support to assist individuals who wish to pursue further education and or training, including, where required, information in how to apply for appropriate financial assistance such as scholarships, student allowance/loans to support chosen pathway of study.
- network and collaborate with key education/tertiary providers and set-up open days to promote and encourage tertiary and trade training opportunities, this includes but not limited to New Zealand Armed Services and other providers where possible.
- encouraging participation of young people in all activities and initiatives that is interesting, interactive, engaging, diverse and flexible, respect for diversity, encouragement of employment, apprenticeship and training.
- partner with Driving Instructors and on-site driving lessons and assistance with drivers licensing, tracks and rollers to secure and enter into sustained full-time employment.
- provide advice to support with Housing and empower individuals to understand legislative requirements of Tenancy rights and issues if and where appropriate.
- develop and set-up seminars with Inland Revenue to deliver seminars and to provide information to assist individuals with a range of services such as, Tax provisions, Working for Families Packages, Employment, Child Support, Self-Employment etc.
- set-up referrals with Community Health Care Providers to assist individuals and or whānau to access a Doctor, GP and or a Physician.

1.18 EXERCISE OF POWER

In fulfilling exercise of power in accordance with provisions set out ***under ss 13A, 14, 15-24-29, 31*** of the **TRUSTEES ACT 1956** establishes by general principles of law, a duty to carry out the following:

- a) To implement and give effect to the overall key objectives and purposes set-out in **clause 1.9-1.17** of this Deed of Trust.
- b) To seek, raise, accept and receive donations, subsidies, grants, endowments, gifts, legacies and bequests either in money or in kind or partly in money or partly in kind to achieve all of the key objectives and purposes approved and implemented by the Board of Trustees.
- c) To facilitate and or enter into any contracts or other arrangements with any individuals or body as determined by the Board of Trustees.
- d) To borrow, raise or secure the payment of money for the purposes in fulfilling the key objectives of the Trust in a manner and on such terms as the Board of Trustees may or consider appropriate.
- e) To buy, hire, lease, sell, exchange, rent and or mortgage any of the Trusts property land or personal property.
- f) To obtain valuation and invest surplus funds as permitted by general principles of law for the purposes of capacity building and investment of Trust upon such terms as determined by the Board of Trustees.
- g) To purchase, erect, build, take on lease or otherwise obtain the use or occupation of and to manage, extend, improve, develop, alter, modify, pull down, demolish, maintain and repair and to sell, exchange, let, lease, or otherwise dispose of real and personal property of every description where appropriate.
- h) In conserving, protecting, sustaining and preserving of Trusts assets, property, estate and or resources may where appropriate use funds to repair, maintenance, renovations and or improvements if required.
- i) The employment or contract of professional advisers, agents, officers to be reasonably remunerated for the purposes to act as agents on behalf of the Trust only including the employment and hiring of qualified staff and or personnel that the Board of Trustees may consider necessary.
- j) To pay or reimburse all proper expenses (to themselves or to others) incurred in the course of exercise of duties in setting up and running of Trust.
- k) To reimburse the Trustees for any costs or expenses incurred in the course of exercise of power as Trustee in the hiring or appointment as stated above.

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- l) Delegate their powers to another person (by a Deed of granting a power of attorney) only and if in circumstances where a Trustee is absent, on leave, out of the country or physically incapable for a period of as a result of being hospitalised.
 - m) To determine from time to time the amount which is to be made available for distribution out of the income or the capital of the Trust Fund or out of both the income and the capital to pay or apply that amount to further fulfil key objectives and purposes set under the Deed of Trust.
 - n) To carry on any business and or activities as determined by the Board of Trustees.
 - o) To institute, initiate, or take and to defend, compromise, or abandon legal proceedings involving the property or affairs of the Trust.
 - p) Subject to these Rules the Board of Trustees shall exercise all or any of the powers as required in accordance with the provisions set-out under the Trustee Act 1956 including any statutory modification, variation or re-enactment thereof.
 - q) Any changes to the rules and powers of the Trust will require a resolution from all Board of Trustees, outlining in detail, any amendments to rules and powers of the Trust must and can-not be detached from the overall key purposes set-out under the Deed of Trust and if a conflict of interest is found between the Trustee Act and what's stated in the Trust Deed, the Act will prevail this includes:
 - any amendments to rules must be signed and duplicated by at least three members and filed with the registrar along with a copy of resolution of minutes where members agreed with changes.
 - must include a statutory declaration made by a member to be filed and witnessed by a lawyer and or registrar of the Court to confirm changes as required in accordance with the rules stated in this Deed of Trust.

1.19 INCORPORATION OF TRUST

The Trustees are empowered to seek incorporation in accordance with the provisions of the **CHARITABLE TRUSTS ACT 1957** in order to achieve or advance the purposes of the Trust but without limiting any of their powers under this deed or generally.

1.20 MEANINING TO ACHIEVING PURPOSES

The Trustees may, in order to achieve or advance the purposes of this Trust but without limiting any of their powers under this Deed or generally:

- a) Raise funds as needed to advance the Trust's charitable purposes.

- b) Invest in and develop its governance capacity, including training, third-party monitoring (such as auditing) and other activities needed to ensure the Trusts ability to fulfil its moral and legal obligations and its ability to maintain the connection between the community and the people it serves.
- c) Undertake such other activities as the Trustees determine from time to time to achieve or advance the charitable purposes of the Trust.
- d) All purposes carried out by this Trust must be charitable and within the defined meaning and interpretation in accordance with general principles of law from time to time including any persons who do-not qualify as being charitable shall be deemed to have been removed or deleted from this Trust Office.

1.21 LIMITED TO NEW ZEALAND

“NGĀTI IO CHARITABLE TRUST” is limited to New Zealand and where possible, globally and shall be applied wholly or mainly to charitable purposes within New Zealand.

PART II GOVERNANCE

2. BACKGROUND

At a Hui held on Friday, the 28th of April 2023, a group of individuals agreed to come together, unanimously passed and ratified a resolution to establish register and incorporate a Charitable Trust, demonstrates leadership capability to effectively implement sound, robust mechanisms for the purposes of supporting a strong governing structure to satisfy and meet funding eligibility requirements.

2.1 APPOINTMENT OF BOARD OF TRUSTEES

In accordance with the **TRUSTEES ACT 1956 s43 (2) (c)**, a Trustee shall be duly elected and appointed to the Board of office and will not consist of less than three and no more than fifteen Trustees.

- a) The initial Trustees are the signatories to this Deed.

2.2 TERMS OF APPOINTMENT

To ensure appropriate regulation in appointment of Officers is adhered to in accordance with the rules set out in this Deed of Trust, terms of appointment shall be made in accordance with the following:

- a) The Trustees duly appointed at an Annual General Meeting shall serve for a term of three years. For the purposes of this clause, an Annual General Meeting will be deemed one year to the next Annual General Meeting of the Trust.
- b) The Trustees may at any time appoint additional Trustees to serve for a term no more than three years provided that the total numbers of Trustees do-not exceed the maximum number permitted under this Deed.
- c) Casual vacancies created by retirement, death or otherwise shall be filled by the remaining Trustees by appointment provided that an appointment made to replace a Trustee whose term has not expired shall be for the remainder of that term only.
- d) Any appointment of Trustees will be conducted by a motion decided and by two thirds majority of votes.
- e) Pre-requisites in appointment of Trustees in any circumstances, shall demonstrate a strong commitment to fulfil the key objectives and charitable purposes set-out in Part 1, clause 1.10-1.17

In addition to the following key attributes shall be determined by their skill, expertise, profession, standing in community and or other qualification as determined by the Board of Trustees.

2.3 EXERCISE OF POWER

In exercising key responsibilities as required in accordance with general principles of **ss 13B-13D, 13 F, 13 G** of the **TRUSTEES ACT 1956**, management and administration of Trust property shall be vested in the Board of Trustees and operate in accordance with the rules stated in this Deed, this includes:

- the Board may exercise all or any of the powers of the Trust as set out in this Deed or otherwise conferred by law.
- a fiduciary duty to act in good faith and in the best interests of the Trust and not unreasonably obstructs or restrains the progress of key objectives and purposes set out in this Deed of Trust.
- an obligation to exercise power in accordance with the charitable purposes of this Trust.

- a commitment to act in accordance with the rules, overall key objectives and charitable purposes to ensure management and administrative functions of the Trust are carried out in the upmost professional manner.
- ensure that in exercise duties of power, the Trustees must not place the Trust at a financial risk or loss to creditors or incur an obligation that the Trust can-not fulfil.
- take absolute reasonable care in exercise of duties and ensure all members of the Board clearly understand that as officers of the Trust, do-not expect to profit or personally gain from their position as Board of Trustees.

2.3.1 ADDITIONAL EXERCISE OF POWER

In addition to all the powers vested in the Trust by law, the Trustees are responsible to ensure that:

- a) All funds held by the Trust are sustainable now into the future.
- b) An absolute discretion to act on such terms as the Trustees think fit.
- c) Exercise of power and authority is subject to the Trustees observing in accordance with clause 6.2 any restriction, obligation and or Trust applying to part of the Trust Fund. (Refer to requirement of Trustees to observe rules of Trust Funds).
- d) Commitment to exercise due diligence and prudence to effectively manage and protect the Trust's assets and resources now and into the future.
- e) Comply with the rules set-out under this Deed unless the Deed or Courts itself allows the Trustees to do so.
- f) Keep an accurate account of all property held by the Trust.
- g) Be impartial, professional in exercise of duties towards key stakeholders, beneficiaries.
- h) Not to be in a position that may create a conflict of interest where personal interests may conflict with their duties as Trustees.
- i) Must be familiar with and understand the terms set out in the Deed including any property held by the Trust, role and descriptions of previous Trustees.
- j) Must act unanimously in making decisions regarding any property, assets and or resources held by the Trust unless otherwise stated in the Deed of Trust allows for majority of decisions shall be binding will apply.
- k) Must act personally and not delegate responsibilities [unless explicitly stated otherwise and where expert advice and or consultation are required] or where

delegation of duties is permitted in accordance with provisions set out under the “Power of Trustees”.

- l)** Must not act in contravene to purposes set-out in this Deed.
- m)** Must not release or use confidential information regarding the Board, clients and or key stakeholders.
- n)** Shall be responsible for monitoring the performance of the Executive and to ensure that the Executive are meeting their milestones as required under this Deed.

2.4 PRINCIPAL KEY FUNCTIONS

To ensure “**NGĀTI IO CHARITABLE TRUST**” fulfils its principal key functions in accordance with the appropriate regulation of governing rules and terms shall:

- a)** Achieve the Organisations long-term vision and future strategic plans for the purposes of accomplishing defined, clear key set outcomes beneficial to the needs and well-being of the Community.
- b)** Formulate, develop and implement robust, financial policies, systems, procedures and accounting practices to effectively manage in accordance with legislative requirements and provisions including the appointment of a Chief Financial Officer.
- c)** Appointment of Senior Management who are responsible to execute and implement, structures, systems, policies, business, service planning are effectively managed and well-aligned to the Organisation’s strategic direction and set standards in the day-today administration and operations of the following:
 - Human Resources.
 - Financial Management.
 - Workforce Development.
 - Employment Training Programmes.
 - Quality Management.
 - Risk Management.
 - Information Technology.
 - Service Delivery.
 - Reporting.
 - Business Continuity.

- Collaborate and establish enduring, working relationships with umbrella group, funders, government and non-government agencies, private organisations, Māori Trust boards and or Runanga, schools.

In addition to fulfilling its principal function of the Executive shall appoint and direct the following:

- Establish a Finance Committee.
- Establish a Communications/Operations Committee.
- Establish a Risk Management and Disputes Resolution Committee.

2.5 PROCEEDINGS OF ANNUAL GENERAL MEETING

a) The Trustees will hold an Annual General Meeting within one months at the end of the Trust's financial year to facilitate and convey the following:

- consider, review and approve annual reports.
- consider, review and approve audit reports.
- review policies and operations.
- re-elect a Chairperson.
- review appointments to the Executive.
- consider other business where appropriate.

b) The Trustees shall meet at such times and places as they determine and shall elect a Chairperson from amongst their members at their first meeting and at every subsequent Annual General Meeting following the period ending of 12 moths.

c) The Trustees may from time to time amend such rules to regulate the conduct of meetings as they may deem desirable but shall not be inconsistent with the terms of reference contained in this Deed.

d) The Chairperson shall preside at all meetings of the Trustees at which she or he is present. In the absence of the Chairperson from any meeting, the Trustees present shall appoint one of their members to preside at that meeting only.

e) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum shall form a majority of Trustees.

f) All questions before the Trustees shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

g) Any meeting of the Trustees may be held by telephone or video conference.

2.6 NOTICES (ORDINARY AND SPECIAL MEETINGS)

Where ordinary meetings are conveyed, notice shall be given by any reasonable means no later than 7 days prior to the day of meeting.

- a) Where Special meetings are conveyed, notice shall be given by any reasonable means no later than 3 working days prior to the day of the meeting unless otherwise stated.
- b) Only the appointed Executive Secretary of the Board shall have the authority to give notice.
- c) Any materials required for the proper decision-making procedures must be received by all Board members no less than three working days before the scheduled (Ordinary) meeting.

2.7 RESOLUTION OF MINUTES

The following sets out rules in the regulation of resolutions and transactions of Minutes of “NGĀTI IO CHARITABLE TRUST”.

- a) All resolutions and transactions are to be unanimously agreed, approved and passed and ratified by the Board of Trustees at a duly notified meeting/hui.
- b) All resolutions of minutes shall accurately be recorded in meetings, including amendments and dissensions.
- c) The Board of Trustees shall convene regular or if and where appropriate, quarterly meetings/hui for the purposes of updating and informing key stakeholders, umbrella organisation, Operations Management, personnel conclusively.
- d) Shall convene a Hui/meeting once a month unless otherwise notified.
- e) In the absence where the Chairperson is more than 15 minutes late; Board of Trustees members present shall nominate and appoint an interim Chairperson for the presiding meeting only.

2.8 QUORUM, VOTING RIGHTS AND PROCEDURES

In the absence of the where the Chairperson is more than 15 minutes late the Board of Trustees present shall nominate and appoint an interim Chairperson for the presiding meeting only.

- a) Shall convene a meeting/hui once a month unless otherwise notified a quorum of at least three members is required before any resolutions can be unanimously passed and ratified.
- b) Any member of the Board of Trustee may speak to any proposed resolution.
- c) Voting rights are restricted to the Board of Trustees members only.
- d) Only one vote per member of the Board of Trustee (or that member's duly (authorised representative) per resolution shall apply this includes in circumstances where:
 - Chairperson has casting vote to determine vote of any resolution.
 - a vote by proxy is valid only and if where;
 - the proxy is a member of the Board of Trustees.
 - notice of proxy must be received by the Chairperson prior to the convening of meeting before a resolution is passed.
 - the notice must state the nature of that particular meeting for which the proxy vote is to be exercised.
 - before a vote can be called by the Chairperson all proposed resolutions must be moved and seconded.
 - only Board of Trustees can move or second a resolution.
 - resolutions of the Board must be passed by a unanimous majority of decisions.

2.9 MEMBERSHIP

NGĀTI IO CHARITABLE TRUST may at their discretion:

- a) Invite persons, firms and or corporations who wish to support or take an interest in the purposes of the Trust to become members.
- b) Establish different classes of memberships.
- c) Fix and charge membership fees (including joining fees and subscriptions) for members of each class of members where appropriate.
- d) Call members meetings.
- e) Subject to **clause 2.2 a-b** confer membership rights on members and Issue membership certificates or other evidence of membership.
- f) Shall maintain a register of all members.
- g) **Schedule "A"** sets out a list of "**NGĀTI IO CHARITABLE TRUST**" members as at the date of execution of this Deed of Trust.

2.9(a) TERMS OF MEMBERSHIP

All members shall actively promote the purposes of the Trust and shall not in any circumstances, bring the Trust into any disrepute or a conflict of interest.

- a) Membership shall not confer on any member the right to receive any of income or capitals held by the Trusts Funds or furthermore, control the exercise of powers of Trustees.
- b) No member of the Trust or any person associated with a member of the Trust may determine or materially influence and decision of the Trustees relating to:
 - the payment of any income held by the Trusts Funds or on behalf of an associated person; or
 - the conferring of any benefit or advantage on, or on behalf of , that member or associated persons;
 - any such income paid, or benefit or advantage conferred, may be used to advance the charitable purposes of the Trust is reasonable, relative and equivalent to open market value only;

2.10 COMPOSITION OF GOVERNANCE ENTITY

“NGĀTI IO CHARITABLE TRUST” shall have a Governance entity and a Management Committee.

- a) The Board of Trustees shall ensure that the appointment of the following officers, elected and amongst the Communities of interest shall consist of a Chairperson, Secretary and Treasurer are expected and required to consistently act with the functions and powers constituted under the rules set out under this Deed.
- b) The Management Committee shall be known as the **“NGĀTI IO CHARITABLE TRUST”** Executive (“the Executive”).
- c) The Executive shall be duly elected in accordance with the governing rules set-out in this Deed of Trust and will serve for a term of 12 months after which a re-election of officers will be appointed through resolution immediately following an Annual General Meeting in accordance with the governing rules set-out in this Deed.
- d) The remaining members shall be known as the **“NGĀTI IO CHARITABLE TRUST GOVERNANCE”**.

2.11 ROLE OF CHAIRMAN

In fulfilling the principal role and duties as appointed **“CHAIRPERSON”** (“Chairperson”) of **“NGĀTI IO CHARITABLE TRUST”** he/she will be expected to carry out the following:

- a) Requires diplomacy and high levels of leadership skills.
- b) Ensures the proper functioning of meetings and all relevant matters are facilitated in an effective, orderly manner.
- c) Ensures appropriate set policies and procedures in the management of the Trust is carried out in accordance with the governing rules of this Deed of Trust.
- d) Is required to act externally outside as representation of the Trust in close collaboration with, staff, government and non-government agencies, private charitable organisations, and Māori Trust Boards when required.
- Provides on-going support, direction and comprehensive advice to the Chief Executive Officer and Chief Financial officer at all times.
- Regularly reviews the performance of the Executive, manages assists process of succession planning such as renewal of and recruitment of committee members when required.

2.11(a) TERMS OF APPOINTMENT (“CHAIRPERSON”)

The term of the Chair shall be three years (3) unless otherwise stated.

- a) The CHAIRPERSON maybe removed from Office by resolution of no confidence during that term if and where;
- b) A resolution of no confidence shall mean that the Chair is vacated.
- c) Where the Office of Chairperson is vacant “**NGĀTI IO CHARITABLE TRUST**” shall conduct an election process at a duly notified meeting/hui to re-appoint a Chairperson to serve the remaining term only.

2.12 ROLE OF SECRETARY

The principal key function and role of the “**SECRETARY**” (“Secretary”) is to carry out the following:

- a) Performs all administrative duties where required.
- b) Supports and liaises with the Chairperson to plan meetings/hui.
- c) Receives agenda items from Executive committee members.
- d) Distributes Agenda and reports and approved resolution of minutes when required.
- e) Ensures agreed actions of the Executive are met and carried within agreed timeframe where required.
- f) Ensures meeting/hui are effective, well organised.

- g) Is required to ensure that all resolutions of minutes are accurately recorded and distributed to members of the Executive one week prior to scheduled meeting/hui;
- h) Maintains an up-to-date register of contact details of Executive Members.
- i) Maintains an accurate record of all activities.
- j) Keeps a record of diary of future activities.
- k) Acts as the custodian to hold the common seal on behalf of the Trust.
- l) Checks to ensure quorum is present at meetings/hui.
- m) Ensures elections of officers are facilitated in accordance with the governing rules set out under this Deed of Trust.
- n) Ensures the activities of the Executive meets and exceeds the overall key objectives and charitable purposes of the Trust is achieved.
- o) Ensures that the charity purposes of the Trust adhere to relevant provisions and legislative requirements.
- p) Ensures the Executive meets provisions of legislative requirements.

2.12(a) TERMS OF APPOINTMENT (“SECRETARY”)

The elected Secretary shall serve for a term of 12 months unless otherwise stated maybe removed from Office by resolution of no confidence in circumstances where:

- a) A resolution of no confidence shall mean that the position of Secretary is vacated.
- b) The “**NGĀTI IO CHARITABLE TRUST**” shall conduct an election process at a duly notified meeting/hui to re-appoint a Secretary to serve the remaining term only.

2.13 GOVERNING RULES (AND THEIR AMENDMENTS)

Rules for the Governance and regulation of the Executive TRUST business shall include the following:

- a) A fiduciary duty of the Board of Trustees to act in good faith, promote equality (fairness), transparency (honesty) and accountability.
- b) Maintain relationships and respect within the constituents and members of the TRUST.
- c) To identify, reduce and manage risks and conflict of interests.
- d) To attain and achieve the realisation and visions of goals.
- e) To encourage thoughtful deliberation incorporating a diversity and respect of viewpoints.

- f) To lead and make decisions in accordance to the mission, long-term vision, key objectives and purposes of the Trust.
- g) To strive for consensus of opinion in the decision-making process.
- h) To work together as a collective incorporating mutual support and good humour.
- i) To seek out advice, wisdom and experience when appropriate.
- j) Amendments to the rules may be made by resolution at an Executive meeting/hui of the TRUST BOARD in accordance with the general rules to unanimously pass and ratify resolutions.
- k) Will ultimately commit to excellence in Governance, including the implementation of regular monitoring, assessing and improving performance through annual & monthly Cluster meetings/hui.

2.14 CODE OF CONDUCT

In addition to fulfilling exercise of duties, the Board of Trustees (including the employment of external advisors such as Legal Counsel, Accountant and or Consultants etc shall:

- a) Shall respect and act in good faith towards each other.
- b) Threatening or abusive conduct will and shall not be tolerated.
- c) Allegations of and or breach of code of conduct may be dealt with in accordance with the Dispute Resolution process outlined in this Deed of Trust.
- d) Amendments to the rules of code of conduct may be made by resolution at a meeting/hui shall be made in accordance with the general rules to unanimously pass and ratify resolutions.

2.15 POWER TO DELEGATE

The Trustees may from time to time, appoint any committee and may delegate in writing any of their powers and duties to any such committee or to any persons and or a committee of person as the case may be, shall without confirmation by the Trustees, exercise or perform the delegated powers or duties in a manner with the same effect as the Trustees themselves could have exercised or performed.

2.16 DELEGATE AUTHORITY

Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the Charitable terms of this Trust including any other terms or conditions of delegation set out by the Trustees.

2.17 DELEGATION REVOCABLE

Every such delegation shall be revocable by the Trustees discretion and no further such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.

2.18 DELEGATE NEED NOT BE A TRUSTEE

It shall not be necessary that any person who is appointed to be a member of any such committee or to whom any such delegation is made be a Trustee.

2.19 POWER TO DELEGATE OR ESTABLISH SUB-COMMITTEES

The Trustees may, from time to time, appoint any committee and may delegate any of their powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Trustees exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could themselves have exercised or performed them.

- a) Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the charitable terms of the Trust.
- b) Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.
- c) It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a Trustee.

PART III

MANAGEMENT OF FINANCIAL SYSTEMS AND ACCOUNTING PRACTICES

3. BACKGROUND

3.1 END OF FINANCIAL YEAR

The financial year of the “NGĀTI IO CHARITABLE -TRUST” shall be **1st of April** to the **31st of March** the following year.

3.2 APPOINTMENT OF TREASURER

In accordance with the General Election and voting procedures, the TRUST may elect, appoint and or remove a Treasurer.

- a) Is appointed for a term of 12 months following an Annual General Meeting after which position will become vacant and re-election of position will become available.
- b) Appointment shall not be a member of the Executive.

- c) Is responsible to ensure strong, robust and transparent financial systems and procedures are consistently aligned with best practices and relevant legislative requirements.
- d) Is required to provide financial records by way of financial reports every six months.
- e) Required to administer the bank account in an accurate and appropriate manner in liaison with the appointed members of the Finance Committee.
- f) Must work closely with members of the Executive to safeguard the finances of “**NGATI IO CHARITABLE TRUST**”.
- g) Is required to fulfil role and duties further set out below.

3.3 DELEGATING FINANCIAL RESPONSIBILITIES

As a general rule of good practices, “**NGATI IO CHARITABLE TRUST**” shall establish a financial committee and will consist of the appointment of the following persons:

- Treasurer.
- Chief Financial Officer.

Appointments of Financial Representatives shall be for a term of 12 months after which a re-election shall take place following an Annual General Meeting of Trustees.

3.3.1 KEY FUNCTIONS AND ROLE OF FINANCE COMMITTEE

In fulfilling fiduciary duties to act in good faith, to be transparent, honest and accountable to the Executive and Board of Trustees, each member shall:

- a) Be ultimately responsible to ensure finances are appropriately managed and is aligned at all levels within the organisation.
- b) Ensures funds are used in accordance with rules set out in this Deed.
- c) Ensures use of funds complies with standards of funding requirements.
- d) Ensures use of funds complies with provisions of legislative requirements.
- e) Advises on financial policies and implications of continuing on-going or new activities.
- f) Advises and prepares Reports to the Executive.
- g) Is authorised to make any financial decisions on behalf of the Executive.
- h) Prepares accounts and reports for auditing.
- i) Implements mechanisms and stringent procedures to control and monitor financial management of funds.
- j) Manages the selection of appointed Auditor where required.

- k) May approve a petty cash system to be managed in liaison with the Chief Financial Officer.

3.3.2 FINANCIAL PLANNING

- a) Advises in areas of financial planning.
- b) Prepares budgets for work and special projects in consultation with appropriate staff and funding.
- c) Presents budgets to the Executive for consideration and approval.
- d) Ensures accurate records of actual income and expenditure are maintained and compare with budgeted income and expenditure and adjusted to meet financial forecasts where appropriate.

3.3.3 FINANCIAL REPORTING

- a) Prepares up to date and accurate account of financial reports and presents to Executive to consider, review and approve when required.
- b) Ensures Organisation is adequately insured and policies of cover are regularly reviewed and premiums are competitive.
- c) Maintain an appropriate system for payment and recording of salaries including provisions of Tax, ACC levies and appropriate provisions for retirement meets legal requirements.
- d) Reviews services of Organisation and recommends appointment following an AGM.
- e) Ensures Auditor provides adequate level of advice with regards to financial management and operations of the Trust is clearly defined and set out prior to selection.
- f) Ensures end of year accounts prepared by the Auditor complies with proper accounting practices and legislative requirements.

3.3.4 BANKING/BOOK KEEPING AND RECORD KEEPING

- a) Are responsible in advising process of selecting a Bank and or financial institution.
- b) Advises what type of Bank account best fits the organisation of the Trust and prepares information for the Executive to consider, review and approve.
- c) Serves as a signatory for the organisations Bank Account.
- d) Ensures proper systems for receiving and paying out cash and cheques.
- e) Sets up appropriate book-keeping and petty cash systems to ensure documentation is accurately recorded and maintained.

- f) Ensures membership subscriptions are collected and properly documented.
- g) Ensures payments due to the Trust are collected and within set guidelines in cases of non-payment occur.
- h) Ensures receipts are issued in cases where money is received by the Trust.
- i) Ensures all income including cash is paid into the Bank.
- j) Ensures all bills are paid on time before the due dates as required.
- k) Ensures those responsible in handling cash keep a proper account of records and documentation.

3.3.5 INTERNAL CONTROL AND MONITORING

- a) Maintains proper control of fixed assets (equipment, vehicles, buildings, materials, supplies, goods and other property owned by the Trust).
- b) Ensures proper records of materials and supplies required.
- c) Ensures systems for stock control and re-orders are kept up to date and accurately documented.
- d) Ensures proper record of all equipment, vehicles, building and or properties owned by the Trust are documented, including details of date of purchase, supplier valuation, model and serial number are maintained and kept up to date.
- e) Keeps proper financial records relating to property (buildings/land) such as rent and or lease arrangements are met and paid by required by due date.
- f) Ensures necessary insurance cover and or premiums are paid on time and kept up to date where required.

3.3.6 FINANCIAL SYSTEMS

In addition to general duties, the Finance Committee are duly responsible and expected to ensure financial systems:

- a) Enable accountability and transparency.
- b) Produces effective auditing.
- c) Ensures proper delegation and segregation of overlapping of duties and responsibilities.

3.4 APPOINTMENT OF CHIEF FINANCIAL OFFICER

In satisfying and meeting standards requirements for funding, shall appoint a suitably qualified Chief Financial Officer and or an Accountant.

3.4.1 PRIMARY KEY FUNCTIONS AND ROLE

In addition to strong, robust, transparent financial management systems, the primary function of the appointed Chief Financial Officer is expected to carry out the following:

- a) Ensure financial functions set-out in **clause 3.3-3.3.5** is effectively managed in accordance with policies, set standards and procedures.
- b) Oversees and presents budgets, accounts and financial statements.
- c) Liaise and co-ordinate with designated staff with regards to any financial matters.
- d) Ensures appropriate financial systems and controls are in place.
- e) Is required to keep accurate accounts to meet funding standards.
- f) Ensure compliance with relevant legislative requirements is met.
- g) A signatory to the Trusts Bank Account in liaison with the Finance Committee.
- h) Works closely as advisory in liaison with Finance Committee.

3.4.2 FINANCIAL STRATEGIC PLAN

- a) Works closely with the Board to develop, implement appropriate fundraising strategies.
- b) Ensures use of funds complies with set standards and requirements of funders.
- c) Ensures fundraising meets relevant legislative requirements and is controlled through effective financial systems and procedures.
- d) Ensures effective monitoring and reporting procedures meet relevant requirements.

3.4.3 MANAGEMENT OF FINANCIAL PLANNING AND BUDGETING

- a) Prepares and presents Budget for new and or on-going work.
- b) Advises on financial implications of strategic and operational plans.
- c) Presents draft/revised financial forecasts based on actual costs.

3.4.4 MANAGEMENT OF FINANCIAL REPORTING

- a) Presents regular reports on the Organisations financial position.
- b) Prepares accounts for auditing and works closely with appointed Auditor when required.
- c) Prepares accounts for auditing and works in closely with appointed Auditor as required.
- d) Prepares and presents accounts to AGM.
- e) Advises on the Organisations reserves and investment policies.

3.4.5 MANAGEMENT OF BANKING-BOOK-KEEPING AND RECORD KEEPING

- a) Manages Bank Accounts in liaison with Finance Committee.
- b) Sets up appropriate systems for book-keeping, payments, lodgements and petty cash.
- c) Ensures responsibility of Treasurer effectively manages and keeps an accurate record of documentation.

3.4.6 INTERNAL CONTROL AND MONITORING

In addition to fulfilling general duties and role set-out *in clause 3.3.4* of this Deed:

- a) Controls, monitors, reviews and manages fixed assets and stock owned by the Trust.
- b) Controls, monitors, reviews and effectively manages proper records of materials and supplies held by the Trust are accurately documented and maintained.
- c) Ensure systems for stock control and re-orders are kept up to date, documented and effectively managed.
- d) Ensures proper management and record of all equipment, vehicles, building and or properties owned by the Trust are documented, including details of date of purchase supplier, valuation, model and serial number are maintained, kept up to date.
- e) Ensure proper financial records relating to property (buildings/land) such as rent and or lease arrangements are managed in accordance with terms of agreement.
- f) Ensures necessary insurance cover and or premiums are paid on time and kept up to date where required.

3.5 BANK ACCOUNT

In accordance with general rules and standard procedures set out in this Deed, “**NGĀTI IO CHARITABLE TRUST**” are authorised to open a bank Account for the purposes conducting normal operation of Business.

- a) The name of the account shall be “**NGĀTI IO CHARITABLE TRUST**”
- b) To administer its monthly operations and to receive monies from the appointed Chief Financial Officer as required.
- c) Manage annual accounts and other financial related activities.
- d) To prepare, file and provide annual monthly statements and reports.
- e) To prepare, file and provide annual monthly balance and income statements to budget.
- f) To provide reasonably assurance on the reliability of financial reporting, effectiveness and efficiency of operations in compliance with relevant legal requirements.

- g) To identify suitable accounting package relevant to the management of income and expenditures requirements, accounting standards and auditing.
- h) To meet each expected costs and expenses of funds received.
- i) Identify depreciation of funds when applicable.
- j) Administration of Bank Account shall be properly managed by the Finance Committee.
- k) A minimum of two (2) out of three (3) authorised signatories of the appointed Financial Committee are required to operate and authorise the following:
 - where the signing of cheques is required.
 - where withdrawals for payment of general expenses incurred during operations and business of the Trust.
 - all monies received and paid to the credit in the name of “**NGĀTI IO CHARITABLE TRUST**” account.
 - No part of the income and or property of the TRUST BOARD shall be paid or transferred directly or indirectly by way of profit or otherwise to any individual and or entity.
- l) Actual on-going financial conditions and or activities of the TRUST will operate in a sound and prudent fiscal manner for both short and long-term Strategies.
- m) In addition to annual budgets, internal reports, long-term financial planning during budget preparation of the TRUST BOARD will regularly revise budgets and expenditure.

3.6 OPERATIONAL EXPENDITURE

Subject to consideration, review and approval from the Board in liaison with the Finance Committee may:

- a) Allow for the construction of a financial system to support the business operations of the TRUST BOARD.
- b) All operational expenditure must be accompanied by an appropriate and suitable cash receipt and docket from the supplier.

3.7 KOHA (“DONATIONS”)

The TRUST BOARD recognises the requirement to give appropriate amounts of Koha from time to time in accordance with the rules and regulations of te aō māori me onā tikānga.

- a) Details of the reasons for Koha shall be attached to a payment authorisation form signed by the Executive Chairperson and Executive members only unless otherwise stated.
- b) Koha monies shall not exceed more than \$300.00.
- c) All Koha distributed shall be accurately recorded and registered in accordance with set procedures standards approved by the Board.
- d) All Koha received shall be given a receipt, documented and registered in accordance with the above.

3.8 REMUNERATION AND ALLOWANCES

Subject to consideration, review and approval from the Board, shall authorise remuneration and allowances (actual and reasonable expenses).

- a) Subject to available funds, may remunerate a reasonable amount of travelling allowances (by way of petrol vouchers) from time to time.
- b) The Executive shall approve all remunerations and allowances provided that such approvals are reported following a meeting of the Board.
- c) Such approval of remunerations and allowances shall be recorded in the minutes by the appointed Executive Secretary following each scheduled meeting/hui of the Executive.

PART IV ADMINISTRATION

4. BACKGROUND

4.1 PRIMARY KEY FUNCTIONS OF EXECUTIVE

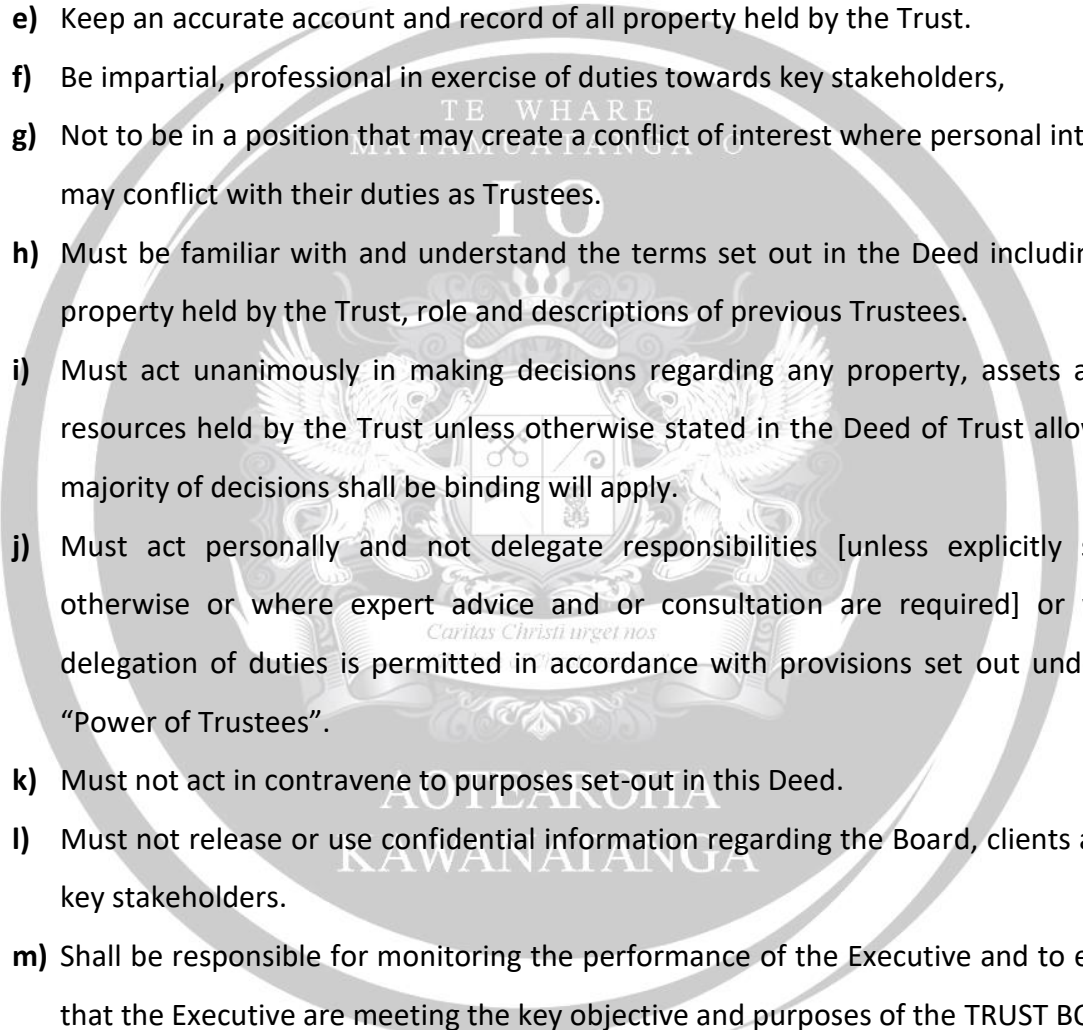
The primary key function of the Executive is to effectively manage the business of the TRUST BOARD. In addition to fulfilling the goals and visions of the TRUST, the Executive's key functions and role shall carry out the following:

- a) Establishes and implements the Organisations policies, standards and set procedures.
- b) A fiduciary duty to consistently act in good faith in the promotion and charitable purposes, key objectives, aims and interests of the TRUST BOARD.
- c) A duty to consistently demonstrate good leadership roles.
- d) A commitment in focusing to achieving long-term positive, sustainable results.
- e) Reviews and monitors the Organisations 12-month strategic planning to enhance and improve quality management in operation and delivery of core services.
- f) Determines, considers and reviews preliminary interim decisions.

- g) Required to meet first week every month and sets the Boards agenda prior to scheduled Annual General Meeting.
- h) Expected to attend all Board of Trustees Hui where possible.
- i) A commitment to effectively meet the tasks and objectives set by the TRUST BOARD Governance in a timely and economic manner.
- j) Manage good working collaborative relationships with key external advisors, government and non-government agencies and private charitable organisations.
- k) Develop mechanisms to implement effective strategies of succession planning.
- l) Ensure effective accountability aims meets the needs and well-being of communities.
- m) Operate in accordance with applicable provisions of legislative requirements.
- n) Determines recruitment strategy in employment of key personnel.
- o) Establish good working relationships and respect at all times the mana, integrity of all key personnel.
- p) Capacity to develop effective strategies to improve and enhance governance.
- q) A commitment to uphold and maintain the regulation of principles, values and
- r) practices of Tikānga Māori and Kawa (“protocol”) such as rangatiratanga, kaitiakitangā, tautoko, awhi, manaakitanga and aroha.
- s) Shall be responsible and held accountable for all actions and decisions of the Organisation.
- t) Determine from time to time, approve set operational expenditure and where applicable, must be accompanied by an appropriate and suitable cash receipt and docket from the supplier, documented, recorded and aligned in accordance with standard financial procedures.
- u) Shall ensure all secretarial duties are carried out in an effective and professional capacity.

4.2 EXERCISE OF POWER

In exercising delegated duties on behalf of the Board of Trustees, will operate in accordance with the rules stated in this Deed. In addition to fulfilling the key functions and responsibilities, the Board of Trustees as required in accordance with general principles of common law, *ss 13B-13D, 13 F, 13 G* of the **TRUSTEES ACT 1956**, shall carry out the following:

- 
- a) Must consistently act for the benefit for the Trust within the rules and powers given or vested as appointed Officers of the BOARD.
 - b) A fiduciary duty to act in good faith and not unreasonably obstruct or restrain the progress of key objectives and purposes set out in this Deed of Trust.
 - c) A commitment to exercise due diligence and prudence to effectively manage and protect the Trust's assets and resources now and into the future.
 - d) Invest money that's held on behalf of the Trust.
 - e) Keep an accurate account and record of all property held by the Trust.
 - f) Be impartial, professional in exercise of duties towards key stakeholders,
 - g) Not to be in a position that may create a conflict of interest where personal interests may conflict with their duties as Trustees.
 - h) Must be familiar with and understand the terms set out in the Deed including any property held by the Trust, role and descriptions of previous Trustees.
 - i) Must act unanimously in making decisions regarding any property, assets and or resources held by the Trust unless otherwise stated in the Deed of Trust allows for majority of decisions shall be binding will apply.
 - j) Must act personally and not delegate responsibilities [unless explicitly stated otherwise or where expert advice and or consultation are required] or where delegation of duties is permitted in accordance with provisions set out under the "Power of Trustees".
 - k) Must not act in contravene to purposes set-out in this Deed.
 - l) Must not release or use confidential information regarding the Board, clients and or key stakeholders.
 - m) Shall be responsible for monitoring the performance of the Executive and to ensure that the Executive are meeting the key objective and purposes of the TRUST BOARD.

4.3 COMPOSITION AND APPOINTMENT OF EXECUTIVE

- a) Composition of the Executive shall consist of the following:
 - Chairperson.
 - Secretary.
 - Treasurer and
 - Chief Executive Officer or Managing Director.

- b) Each member shall serve for a term of no more than 12 months after which a re-election will be held in accordance with general procedures for the passing and ratifying of resolutions following each scheduled Annual General Meeting.
- c) The Executive shall be responsible and held accountable to the TRUST BOARD.

4.4 RESIGNATION FROM EXECUTIVE AND OR TERMINATION

- a) Appointments to the Executive will expire and or terminate if:
 - The appointee resigns by giving verbal or written notice to the Chairperson.
 - The member misses three (3) consecutive meetings and or Hui without good reason or proper notification.
- b) Any vacancies in the Executive may be filled through approval from remaining members of Governance on an interim basis pending a permanent appointment where an interim appointment is an operational requirement must be carried out in accordance with the general procedures for the passing and ratifying of resolutions.

4.5 POWER TO DELEGATE DUTIES

In order to advance the promotion and charitable purposes, key objectives and aims set-out under the governance of the TRUST BOARD, the Executive may:

- Co-opt, delegate duties or contract out where deemed necessary and or.
- Where appropriate, may rent or lease any building or equipment.
- May rent or lease equipment and or furnishings where deemed necessary.

PART V

MANAGING RISKS AND CONFLICT OF INTERESTS

5. BACKGROUND

In co-ordinating best practices to effectively mitigate possible risks and or conflicts of interests should be an integral part of the organisation to guide the TRUST shall perform and implement the following key strategies:

5.1 IDENTIFY AND CHARACTERISE POSSIBLE RISKS

Identify, assess and determine priority of specific critical risks and or conflict of interests that may arise in addition to the following:

- a) Monitor, control, adjust and prepare for unforeseen circumstances, maximise opportunities where possible.
- b) Implement effective measures to prioritise risk reduction from further re-occurrence by ensuring best possible information is available and up to date where appropriate this includes:

- Explicitly address uncertainty and assumptions.
 - Key decision-making processes should be systematic and where possible, structured.
 - Be tailorable.
 - Take human factors into account.
 - Be transparent and inclusive.
 - Be dynamic and responsive to change.
 - Be capable of continual improvement and enhancement.
 - To be periodically assessed where appropriate.
- d) Ensure management of key objectives and charitable purposes of the Trust do-not under any circumstances, deviate from achieving the long-term Business goals of the TRUST BOARD.

5.2 RISK ANALYSIS

Develop an analysis of any risks involved and mitigate a solution using methods of technological, human and available organisational resources where appropriate including:

- a) Determine, review and or evaluate whether risk is internal and or external and choose best decisions in order to properly prioritise implementation of Risk Management Plan where appropriate.
- b) Prioritise and produce primary sources of statistical information and or data to improve and enhance potential risks and or conflict of interests.
- c) Regular audit and review of procedures, technology, schedules, expenditure and or budgets, marketing conditions, political and or democratic environment and other factors requires continuing assessments to effectively manage tangible and intangible risks.

5.3 ON-GOING RISK MANAGEMENT

Quickly identify any possible issues and apply measures to effectively address, reduce and minimise further risks.

- a) Maintain control over how activities are carried out/monitored and adapting to changes within the organisation with regular auditing and evaluation to build and enhance a robust governing structure for the purposes of below:
- b) Promoting open transparency and trusting environment.

- c) Encouraging members to express and respect each other's views.
- d) Develop appropriate protocols to address sensitive issues where a difference of opinion may occur.
- e) Difference of age, gender and or ethnicity may create conflict of issues.
- f) Encourage a preference for making decisions by consensus rather than a majority win.
- g) Allow time of strongest critics to give views and benefit from the discussion to understand the viewpoints of others.
- h) Self-evaluation to ensure all members clearly understands their roles.
- i) To remain focus, whilst maintaining the ability to effectively achieve the key objectives and purposes of the Trust.

5.4 ADJOURNMENT OF MEETINGS/HUI

In circumstances where internal conflict may arise within members of the Board during a meeting and or hui, the following procedures shall be carried out:

- a) Adjourn meeting and or hui for a short time.
- b) Agree to postpone further discussions until the next meeting and or hui.
- c) Schedule appropriate time in between meeting and or hui.
- d) Separate individuals involved from the issue under discussions.
- e) Produce options which might lead to conciliation.

5.5 RISK MANAGEMENT STRATEGIES

To ensure on-going management of risk and conflict of issues, the TRUST shall develop and implement the following:

- a) Internal audit requirements.
- b) Legal compliance.
- c) Managing expenditure of contracts and funding.
- d) Expenditure guidelines.
- e) Measures put in place to minimise further risk.
- f) Continuous mechanisms to monitor risk environment.

5.6 RISK MANAGEMENT AND DISPUTES RESOLUTION COMMITTEE

The Board of Trustees shall appoint and direct the establishment of a Risk Management and Disputes Resolution Committee ("the Committee") to implement the above strategies:

- a) The Risk Management and Dispute Resolutions Committee shall consist of three (3) members of the Governance only.
- b) In addition to fulfilling its obligations, members of the above Committee will be required to act in good faith and with respect for all parties.
- c) Shall execute their duties in a clear and transparent professional manner.
- d) Shall remain impartial and unbiased.
- e) Ensure appropriate regulation of governing rules and procedures to effectively manage and monitor the above are adhered to in accordance with this Deed.

5.7 REGISTER

Where proceedings and or issues of Dispute Resolutions that may arise, the Trustees shall maintain a register and record information of affected parties, who was involved, identify the process used to resolve the matters and outcomes reached or achieved.

PART VI DISPUTES RESOLUTIONS

6. DISPUTE RESOLUTION

Managing Disputes and seeking appropriate mechanisms of resolutions is a key focus and commitment when dealing with such measures. Where any dispute arises in relation to the interpretation or operation of any power or discretion contained in this Trust Deed or in relation to the exercise of any power or discretion conferred on any party under this Deed, the BOT Trustees will

- a) First attempt to resolve the matter in good faith.
- b) In the event where a resolution is not reached, the Trustees shall refer the matters to a third-party dispute resolution in a manner that is cost effective.

6.1 STRATEGIES TO MITIGATE AND RESOLVE DISPUTES

In addition to managing an effective Disputes Resolution process also coincides with Managing Risk and Conflicts of Issues, the following mechanisms will incorporate the following:

- a) Identify the issues and or disputes.
- b) Try to resolve the problems.
- c) Find answers that reflect good faith and common sense between both parties.
- d) Seek a resolution to allow parties to move on.

- e) Focus attention in reaching a successful outcome.
- f) Ensure appropriate behaviour is maintained.
- g) May convene a formal meeting to seek further resolution if necessary.

6.2 ON-GOING MANAGEMENT IN MONITORING DISPUTES

Subject to **PART VIII, clause 6.1-6** the appointed Committee shall carry out the following to specifically address and deal with these matters effectively and accordingly as appropriate.

6.3 ADJOURNMENT OF MEETING/HUI

In circumstances where both parties failed to reach a resolution, the following measures will take place:

- a) Where applicable, adjourn meeting and or hui for a short time.
- b) Agree to postpone further discussions until the next meeting and or hui.
- c) Schedule appropriate time in between meeting and or hui.
- d) Separate individuals from the issue and dispute under discussions.
- e) Produce options, which might lead to reconciliation and resolutions.

6.4 INDEPENDENT ADVISORY

Should a resolution be not reached the TRUST BOARD will seek further information and advice from an External Advisor, Legal Counsel for alternative methods of resolution to ensure:

- a) Appropriate regulation of governing rules and procedures to effectively manage and monitor the above are adhered to in accordance with this Deed.
- b) Observe, provide guidance and or advice where and if appropriate.
- c) Encourage and allow both parties to try and resolve matters in good faith and focus attention to reaching a successful and positive outcome.
- d) Will ensure appropriate regulation of governing rules and procedures to effectively manage and monitor the above are adhered to in accordance with this Deed.

6.5 REGISTER

Where proceedings and or issues of Dispute Resolutions that may arise, the Trustees shall maintain a register and record information of affected parties, who was involved, identify the process used to resolve the matters and outcomes reached or achieved.

6.6 DECLARATION

[Declaration Of Interdependence](#)

PART VII
APPLICATION OF TRUST FUNDS

7. BACKGROUND

7.1 CHARITABLE PURPOSES

The Trust fund shall be applied solely towards the promotion of the charitable purposes of this Trust. All monies received by or on behalf of the Trust must immediately be paid to the credit of the Trust in an account with a Bank as determined by the Trustees.

7.2 APPLICATION OR ACCUMULATION

The Trustees shall, in their discretion, apply or accumulate the income and capital of the Trust and shall to the extent as the Trustees determine, [provided that such decisions shall be made towards fulfilling the charitable purposes set-out in this Trust].

7.3 INVESTMENT OF THE TRUST FUNDS

- a) The Trustees may invest all or any part of the Trust Fund in investments from time to time as permitted by the law of New Zealand for the purposes in investment of Trust funds.
- b) Subject to **clause 5.3(a)** the Trustees may, by resolution, decide and or formulate set policies concerning the investment of any money and or funds held by the Trust, including determining what type of appropriate investments are permitted.

7.4 NO PRIVATE PECUNIARY PROFIT

No private pecuniary profit shall be made by any persons from the Trust and no portion of the Trust Fund shall be paid or transferred directly or indirectly to any Trustee or to any persons associated with a Trust except in circumstances of the following:

- a) Where payment is made to a Trustee or a person associated with a Trustee, payment for goods and service provided to the Trust, provided that those goods or services advance the charitable purposes of this Trust and the payment is reasonable and commensurate with payments that would be made between unrelated parties.
- b) A Trustee may be reimbursed on production of receipts for reasonable travelling, accommodation and other expenses incurred in the course of performing duties or exercise of power as Trustees.

7.5 INCOME, BENEFIT OR ADVATAGE TO BE APPLIED TO CHARITABLE PURPOSES

No related person shall derive any income, benefit or advantage from the Trust where they can directly or indirectly materially influence the payment of any income, benefit or advantage except where that income benefits an advantage is derived from:

- a) Professional services to the Trust rendered in the course of Business charged at no greater than current market rates and or;
- b) Where interest of money advanced, borrowed or charged at no greater rate than current market rates.

7.6 RECEIVING OF GIFTS

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

7.7 SEPARATE SPECIFIC TRUSTS

- a) If the Trustees accept a designated gift, must keep the designated gift and any income received to be held separate from the general assets held by the Trust Fund and administered in accordance with the terms set by the Trust under which it was given.
- b) The Trustees shall not use the assets of any specific Trust to make good any deficit loss or damage or breach of Trust relating to any other specific Trust and shall not use the general assets held by the Trust Fund for such purposes.
- c) Each separate specific Trust shall bear its own administration expenses including a fair proportion as determined by the Trustees, the administration of expense applicable to the general purpose of this Trust.

7.8 RECEIPT OF GIFTS

The receipt of the Secretary, Treasurer, or other persons appearing to the Trustees to be authorised to give receipts on behalf of the recipients of any payments made under the terms of this Deed, shall be a complete discharge to the Trustees for that payment.

PART VIII

MISCELLANEOUS PROVISIONS

8. BACKGROUND

The Trustees shall maintain a register of Trustee's interest which shall record any interests which are or may be related to the purposes and or activities carried out and or performed by the Trust.

8.1 DECLARATION

The Trustees must declare any interest which may be seen as a possible influence and or conflict interest when deliberating their exercise power to vote; this includes being employed by any Organisation who are offering to purchase any service to or from the Trust.

8.2 EXECUTION OF DOCUMENTS

To execute a Deed, it is required that the Deed must:

- a) Be executed under the common seal of the Board and confirmed by at least two (“2”) Trustees if the Trustees are incorporated as a Board under the Charitable Trusts Act and or;
- b) Must be signed by at least two (“2”) Trustees and witnessed only and if the Trustees are not incorporated.

8.3 CONTRACTS

The Trust may at their discretion and in exercising their power, enter into a formal agreement and or contract who are acting under the express or implied authority of the Trustees.

8.4 LIMITATION OF LIABILITY

No Trustees is personally liable to the Trust for:

- a) The consequence of any act or omission of any loss and;
 - b) Any loss or cost caused by an attorney, delegate, manager, agent or employee engaged by the Trustees regardless of any rule or equity to the contrary.
- 8.4(a)** The exclusion from liability in accordance with **clause 14.1** does not apply where the consequences or loss is attributed to:
- a) Actions of dishonesty and or fraud.
 - b) Where wilful commission and or acts of breach of Trust.
 - c) Where wilful omission in breach of trust.
- 8.4(b)** Proceedings against co-Trustees allegedly in breach is prohibited; however, where any breached are proven to have occurred, provisions in accordance with **clause 8.4(a)** of this Deed shall apply.

8.5 INDEMNITY

Each Trustee is fully indemnified under the Trust Fund for ay loss or liability incurred by the Trustee in the course of the Trusts activities. The indemnity includes in particular any

liability to satisfy costs and expenses arising out of the conduct of any activities. Every Trustee shall have a lien and may at their discretion, use any monies from the Trusts Funds for this purpose.

8.5(a) The indemnity conferred by **clause 14.4** may extend to any loss or liability only where after it is found has ceased to be a Trustee.

8.5(b) The indemnity conferred by **clause 14.4** does not extend to a loss or liability that is attributable to:

- where acts of dishonesty have occurred.
- where actions of wilful commission of breach in trust and or;
- where actions of wilful omission in breach of trust;

8.6 POWER TO DELEGATE / COMMITTEES

The Trustees may, from time to time, appoint any committee and may delegate any of their powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Trustees exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could themselves have exercised or performed them.

- a) Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the charitable terms of the Trust.
- b) Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.
- c) It shall not be necessary that any person who is appointed to be a member of any such committee or to whom any such delegation is made be a Trustee.

8.7 INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- a) Any income, benefit or advantage shall be applied to the Trust Purposes.
- b) A Trustee is entitled to such remuneration for services provided as may be reasonable having regard to that Trustee's duties and responsibilities for those services PROVIDED THAT any payment to a Trustee referred to in this clause must not exceed fair market value for services provided and no Trustee receiving such payment and no person associated with such Trustee may participate in, or materially influence, any decision made by the Trust in respect of the payment.

- c) Each Trustee is entitled to be indemnified against, and reimbursed for, all expenses including travel expenses properly incurred in connection with the Trust and the Trustees duties.
- d) Nothing expressed or implied in this deed will permit the Trustees' activities; or any business carried on by or on behalf of or for the benefit of the Trustees in connection with the Trust, to be carried on for the private profit of any individual.
- e) The provisions and effect of this clause 11 shall not be removed from this Deed and shall be included and implied into any document replacing this document.

8.8 FUNDS, PROPERTY AND ACCOUNTS

The Trustees shall keep true and fair accounts of all money received and expended.

- a) All monies received by the Trust shall be paid within three days to the credit of the Trust at such Bank as the Trustees shall appoint and cheques or withdrawals against the Bank account and other negotiable instruments shall be signed or endorsed by two Trustees as authorised by resolution of the Trustees.
- b) All accounts and property of the Trust shall be held in the name of the Trust, except where the Trust is not incorporated and the property is required by law to be held in the name of the Trustees.

8.9 AMENDMENT OF DEED

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

8.10 TRUSTEES LIABILITY AND INDEMNITY

- a) No Trustee will be liable for any losses other than those attributable to his own dishonesty or the wilful commission of any act known by him or her to be a breach of trust.
- b) No Trustee Member is obliged to take proceedings against a co-Trustee or any former Trustee.
- c) Each Trustee will be indemnified out of the Trust's assets for any liability incurred as the result of any act or omission as a Trustee unless the liability is incurred as the result of that Trustee's own dishonesty or deliberate breach of trust.

d) The Trustees shall be entitled to take out and maintain from the Trust funds Trustee indemnity insurance premiums.

8.11 DISPOSITION OF SURPLUS ASSETS

The Trustees shall have the power and authority to dissolve the Trust. Should the Trust be dissolved in accordance with this clause then all property and monies remaining after the due settlement of the affairs of the Trust shall be accounted for and paid and applied in New Zealand to such alternative charitable bodies and for such charitable purposes as the Trustees may determine in accordance with the general Trust Purposes set out in this Deed.

8.12 RESTRICTION TO CHARITABLE PURPOSES WITHIN NEW ZEALAND

Notwithstanding anything contained in this Deed, its provisions shall at all times be interpreted and construed so as to limit the objects and powers of the Trust to powers and objects which are charitable within New Zealand and to the use of the Trust funds within New Zealand.

8.13 COMMON SEAL

If the Trustees obtain incorporation as an incorporated Charitable Trust Board, then the Board shall have a common seal to be kept in the custody of the secretary, or other officer as appointed and used only as directed by the Trustees. It shall be affixed to documents only in the presence of and accompanied by the signature of two Trustees.

Signed by Initial Trustee: *Ariki-nui Kawenata :Marsich-Crown:*

Dated this day: **30 APRIL 2023AD**

Signed by Initial Trustee: *Gavin-John :Marsich:*

Dated this day: **30 APRIL 2023AD**

Signed by Initial Trustee: *Gloria-Jane :Maera:*

Dated this day: **30 APRIL 2023AD**

“NGĀTI IO CHARITABLE TRUST”

RESOLUTION OF MINUTES

1. RESOLUTION OF MINUTES

NGĀTI IO CHARITABLE TRUST ENTRY IN THE MINUTE BOOK IN PLACE OF THE FIRST MEETING OF TRUSTEES AND SIGNED BY THE TRUSTEES IN PURSUANT TO THIS DEED THIS DAY, 02ND MAY 2023.

2. INCORPORATION

All matters in connection with the registration of this TRUST had been attended to and the confirmed date of incorporation as being this day, 02ND MAY 2023.

3. TRUSTEES

That the under mentioned person(s) has consented to act as Trustees and being duly qualified, is named as such in the Application for Registration. Accordingly, the under mentioned person(s) has been appointed to the Board of “NGĀTI IO CHARITABLE TRUST”:

- 1] ARIKI-NUI KAWENATA :MARSICH-CROWN: of 19 Waiotemarama Gorge Rd, Opononi, 0473, RD3 Kaikohekohe, Northland, New Zealand (Aotearoha).
- 2] GAVIN-JOHN :MARSICH: 19 Waiotemarama Gorge Rd, Opononi, 0473, RD3 Kaikohekohe, Northland, New Zealand (Aotearoha).
- 2] GLORIA-JANE :NAERA: of 47 Signal Station Road, Omapere 0444, Northland, New Zealand (Aotearoha).

4. REGISTERED OFFICE

IT WAS RESOLVED THAT: the interim registered office of NGĀTI IO CHARITABLE TRUST shall until such further notice be confirmed as **19 WAIOTEMARAMA GORGE ROAD, Opononi RD3, KAIKOHEKOHE 0473, NORTHLAND, NEW ZEALAND (AOTEAROHA).**

5. ADDRESS FOR SERVICE

IT WAS FURTHER RESOLVED THAT: the address for service of the NGĀTI IO CHARITABLE TRUST is confirmed as being the same as the Registered Office.

6. STATUTORY BOOKS

IT WAS FURTHER RESOLVED THAT: the following be acquired and established. All necessary books, registers, records and other documentation required by statute to be kept, including such books of account as are necessary to record all financial transactions of the “**NGĀTI IO CHARITABLE TRUST**”.

7. AUDITOR

IT WAS FURTHER RESOLVED that: NO auditor shall be appointed prior to the first Annual General Meeting and that prior to any appointment, the following unanimous resolution in Pursuant to Section 201(3) shall read the following: “that we, “**ARIKI-NUI KAWENATA :MARSICH-CROWN:, GAVIN JOHN :MARSICH:, GLORIA-JANE :NAERA:**” being the TRUSTEES at the date hereof, hereby resolve that NO auditor shall be appointed prior to the first Annual Meeting until such further notice.

10. APPOINTMENT OF CHIEF FINANCIAL OFFICER

IT WAS ALSO FURTHER RESOLVED THAT: a CHIEF FINANCIAL OFFICER shall be appointed once commencement and operation of Business is registered to meet full tax provisions prior to the first Annual General Meeting as required and in compliance of regulations and law.

Ariki-nui Kawenata :Marsich-Crown: Gavin-John :Marsich:

Signature of Trustee

Signature of Trustee

Gloria-Jane :Naera:

Signature of Trustee

**“SCHEDULE B”
POWERS OF THE BOARD**

- 1. Powers**
- 2. Restriction**



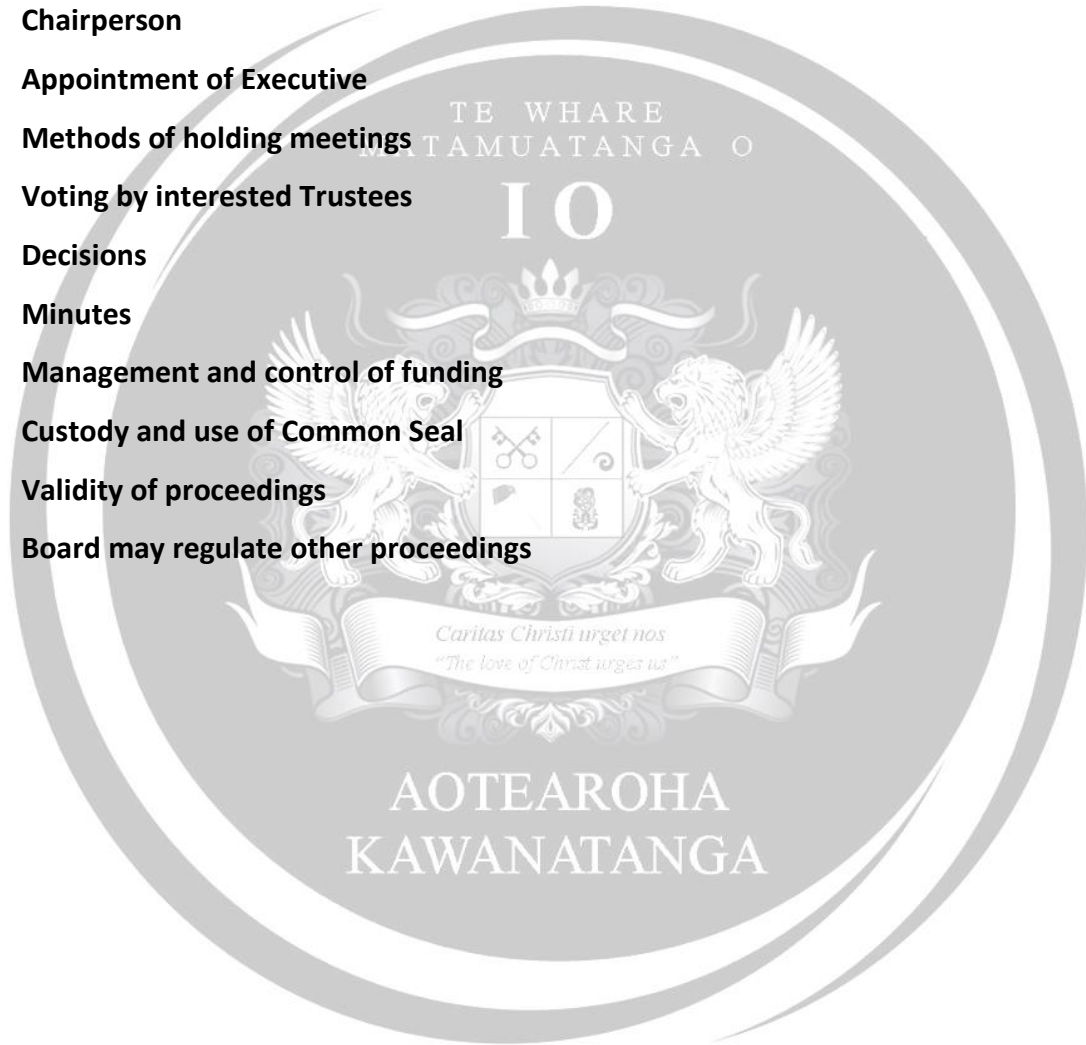
“SCHEDULE C”
APPOINTMENT AND RETIREMENT OF TRUSTEES

1. **Number**
2. **Appointment**
3. **Eligibility**
4. **Cessation**
5. **Minute Book**



**“SCHEDULE D”
MEETINGS**

- 1. Meetings**
- 2. Notice of meetings**
- 3. Quorum**
- 4. Adjournment**
- 5. Chairperson**
- 6. Appointment of Executive**
- 7. Methods of holding meetings**
- 8. Voting by interested Trustees**
- 9. Decisions**
- 10. Minutes**
- 11. Management and control of funding**
- 12. Custody and use of Common Seal**
- 13. Validity of proceedings**
- 14. Board may regulate other proceedings**



“SCHEDULE E”

EXHIBITS

1. [Letters Patent](#)
2. [Kingdom of Aotearoha Constitution 2019 - 3019](#)
3. [Aotearoha Kāwanatanga Charter - Rules & Principles](#)
4. [Preamble & Royal Charter](#)
5. [Declaration of Sovereign Independence](#)
6. [Royal Announcement, Declaration & Decree](#)
7. [Proclamation](#)
8. [The Constitution](#)
9. [Commerce Charter](#)
10. [Sovereign Banking Charter](#)
11. [Private Notary](#)
12. [The Great Sacred Writs of Justice](#)
13. [Seals](#)
14. [Our Structure](#)
15. [Kingdom Projects](#)
16. [Fund-Raising](#)
17. [Covenants](#)

