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Post your completed form to: Companies Office, Private Bag 92061, Victoria Street West, Auckland 1142

### Application by trustees for incorporation as a charitable trust board

Section 7(3) Charitable Trusts Act 1957

**i** The name cannot be the same as, or confusingly similar to, the name of any other incorporated trust, society, company or other body corporate, nor can it be contrary to the public interest (for example, be offensive or prohibited by an enactment). Check existing trust, society and company names for free by doing a Register Search online at [www.companies.govt.nz](http://www.companies.govt.nz)

**1. We being all the trustees under "a Trust Document" that creates a trust exclusively or principally for charitable purposes hereby apply to be incorporated as a Board under the Charitable Trusts Act 1957.**

Note | Examples of Trust Documents include a:

- deed of trust;
- will;
- declaration of trust; or
- a similar authorisation.

**2. We, as trustees, are not at present incorporated.**

**3. Proposed name of Board**

HIKURANGI TAKIWA TRUST

**4. Address of registered office**

This address must be a physical (street) address and NOT a P O Box, Private Bag or Document Exchange address.

84 WAIOMATATINI RD.  
RUATORIA.

**5. Address for premises (optional)**

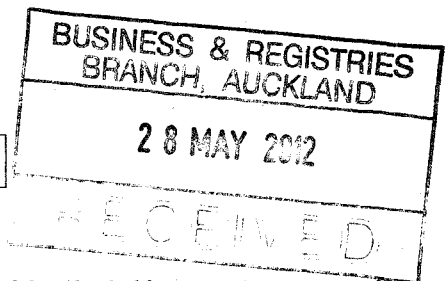
Where provided, this address must be a physical (street) address.

**6. Addresses for communication**

Postal address (this can be a PO Box address) to which communications from the Registrar may be sent. The Registrar may also contact the Board by email. The email address you provide here will not be publicly available.

Postal address  
84 WAIOMATATINI RD.  
RUATORIA

Email address (optional)



**7. The following documents are attached to the application**

- Copy of the Trust Document (certified by an applicant) as per section 10(2)(a) of the Charitable Trusts Act 1957; and
- Statutory declaration as per section 10(2)(b) of the Charitable Trusts Act 1957.

NPC# 09

26 JUN 2012

**8. Date** 21/5/12

**9. My contact details**

Name and postal address  
Manu Caddie  
21 Cambridge Tce  
GISBOURNE

Email (optional)

Telephone 06-8686889

SD  
AK

Proposed name of Board

HIKURANGI TAKIWA TRUST

Statutory declaration

supporting the application for incorporation as a charitable trust board

Section 10(2)(b) Charitable Trusts Act 1957

I, Natasha Celia Marama Koia

of, Gisborne

do solemnly and sincerely declare that:

- 1. I am one of the applicants under the application for incorporation submitted with this statutory declaration.
- 2. There are no trusts, other than those set out in the Trust Document, under which the applicants for incorporation hold any property.

AND I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Oaths and Declarations Act 1957.

.....  
 Signature

Declared at Gisborne District Court

this 25<sup>th</sup> day of May, 2012

before me:


.....  
 Justice of the Peace, Solicitor or other person  
 authorised to take a statutory declaration

S Dunlop  
Deputy Registrar  
High/District Court  
Gisborne


Proposed name of Board

HIKURANGI TAKIWA TRUST

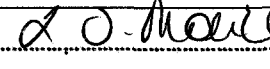
Signatures of the trustees who are applying to be incorporated as a Board

1 Full name Tatai Koko Ngarongotoa o te Moana Ngarimu Signature 


Residential address 1287 Whareponga rd  
WHAREPONGA  
RUATORIA

2 Full name Bobbi Moana Morice Signature 

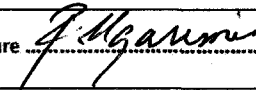
Residential address 68 Whareponga Rd  
Ruatoria.

3 Full name LEEANNE TE ARANGA MORICE Signature 

Residential address 36 Harrison Rd  
Ruatoria

4 Full name Maria Moeke Wynyard Signature 


Residential address 6 Gillies Street  
Kaiti, Gisborne

5 Full name Hohepa Raimi Ngarimu Signature 


Residential address 1250\* Whareponga Rd.  
P.O. Box 142  
Ruatoria

6 Full name Selwyn Tanetua Parata Signature 

Residential address 6 Darwin Rd  
Gisborne 4010

7 Full name Nicola Rose Tuala Signature 

Residential address 6407 Main Road,  
Ruatoria

8 Full name Dorette Rusila KUPENA Signature 

Residential address 9 Mangahare St  
Ruatoria 4032.

SD  
AK

Proposed name of Board

HIKURANGI TAKIWA TRUST

Signatures of the trustees who are applying to be incorporated as a Board

9 X Full name Pia Catherine Mahinaroa POHATU Signature [Signature]

Residential address 6176 Waiapu Road Ruatonga 4081

10 X Full name Natasha Celia Marama Koia Signature [Signature]

Residential address 21 Cambridge Tce Kaiti Gisborne 4010

11 X Full name RAHERA GIBSON Signature [Signature]

Residential address SOLANDER ST. TOLAGA BAY

12 X Full name [ ] Signature [ ]

Residential address [ ]

13 X Full name [ ] Signature [ ]

Residential address [ ]

6 Full name [ ] Signature [ ]

Residential address [ ]

7 Full name [ ] Signature [ ]

Residential address [ ]

8 Full name [ ] Signature [ ]

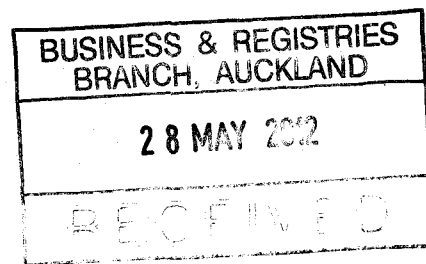
Residential address [ ]

Handwritten initials/signature at bottom right corner.

**DEED OF TRUST**

**establishing**

**HIKURANGI TAKIWA TRUST**



He timatanga korero:

*“Hoki koe ki o maunga ki o awa kia puehutia e nga hau o Tawhirimatea.”  
“Ko te whare maire e tu ana i roto i te pa tuwatawata be tohu no te rangatira.”*

*Ko te mana, te mauri me te tapu o nga marae,  
be taonga whakarere iho mai i o tatau matua tipuna,  
hei mau nga ringa ma nga uri whakatipu,  
mai i tena whakatipuranga, mai i tena whakatipuranga.*

*Ko te mabi ma tatau, hei hapai, hei whakatinana enei abuatanga.*

*To tatau reo me ona tikanga,  
ko o tatau whakapapa, to tatau whanaungatanga,  
o tatau turangawaewae, te tika, te pono me te aroha.*

*To tatau mana atua, mana tangata, mana whenua,  
mana moana, mana matauranga, mana reo,  
mana motuhake i roto i to tatau takiwa.*

*Ko o tatou tipuna,  
ko Hinekehū, ratou ko Materoa, te Awe Mapara, Te Aowera,  
Rongitekai, Rongohaere, me o ratau tuhonohono, no runga, no raro, kare e whakapapatia.*

*Ko o tatau hapu, whanau,  
ko Te Aitanga a Mate, Te Aowera, te whanau a Rakairoa, te whanau a Hinekehū,  
te whanau a Kapohanga a rangi, te whanau a Rongitekai, te whanau a Rongohaere.*

*Ko o tatau marae kainga, nga ahika a o tatou tipuna,  
Ko Ngati Porou, Hiruharama, Whakapaurangi, Whareponga, Penu, Te Pabou.*

*Ko to tatau robe moana mai i Rabuimanuka ki Mataahu.  
Manaaki nga marae, te iwi kainga o nga marae,  
Manaaki nga ope whakaeke, manaaki te taiao o nga marae.  
“Te ataahua o te nobotahitanga a nga taina me nga tuakana i raro i te whakaaro kotahi”*

## PROVISIONS OF THE DEED:

### 1. NAME

The name of the trust is **HIKURANGI TAKIWA TRUST**

### 2. HE WHAKAMARAMA

In this deed,

- i. Hinekehu, ratou ko Materoa, Kapohanga a rangi, Te Aowera, Rongoitekai, me Rongohaere are referred to as "*o tatou tipuna*"
- ii. Te Aitanga a Mate, te Whanau a Rakairoa, Te Aowera are referred to as "*o tatou hapu*"
- iii. Te Whanau a Hinekehu, *te Awe Mapara*, Te-Aowera, te whanau a Rongoitekai, me te Whanau a Rongohaere, are referred to as "*o tatou whanau*"
- iv. Each "whanau" is distinct with "*ahika*" that maintain and express the rangatiratanga of "*tipuna and hapu*"
- v. Nga Marae, Ngati Porou Marae, Whareponga Marae, Hiruharama Marae, Whakapaurangi Marae, Penu Marae, Te Pahou Marae are referred to as "*o tatou marae*"
- vi. In acknowledging the rangatiratanga of "*whanau*", representatives shall be appointed from each *whanau*:
  - Te Whanau a Hinekehu
  - Te Whanau a Kapohanga-a-Rangi
  - Materoa
  - Te-Aowera
  - Te Whanau a Rongoitekai
  - Te Whanau a Rongohaereto be referred to as "**the inaugural trustees**"

#### a. INTERPRETATION

<b>Ahika</b>	means whanau who maintain the burning fires of occupation at our <i>marae</i> ,
<b>Rangatiratanga</b>	sovereignty, chieftainship, right to exercise authority, self-determination, self-management, ownership, means to exercise the rights, responsibilities and obligations left to us, by " <i>our tipuna</i> "
<b>inaugural trustees</b>	means a named representative of each <i>whanau</i> , who are signatories to this deed.
<b>representative</b>	means the person appointed by " <i>whanau</i> " to represent " <i>tipuna, hapu, and whanau</i> "
<b>the Board</b>	means the board of trustees constituted under clause 6 of this deed.

**the Trust** means HIKURANGI TAKIWA TRUST DEED as comprised by this trust deed.

**the Trustees** means the trustees from time to time of the Trust, including the inaugural trustees and their successors.

- b. The inaugural trustees acknowledge the challenges of today's world and in order to appropriately meet our obligations we agree to:

*"mabingatahi runga te tika, te pono me te aroha, kia hua ai enei abuatanga,"*

*"manaaki o tatau whakapapa, me o tatau whanaungatanga,*

*manaaki nga marae, nga iwi kainga o nga marae,*

*manaaki nga ope whakaeke, me te taiao o nga marae"*

- c. The inaugural trustees have agreed to enter into this deed, in order to
- a. establish a charitable trust
  - b. specify the purpose of the trust
  - c. provide governance and management of the trust
  - d. contribute the sum of ten dollars to establish the trust and be referred to as **"the trust fund"**
- d. Nothing in this deed is to be construed as limiting, taking away from, or in any way adversely affecting the rangatiratanga of *"our Tipuna, our Hapu, our Whanau"*

### 3. DECLARATION OF TRUST

The inaugural trustees declare and acknowledge that they shall hold the trust fund upon the trusts, and with and subject to the powers and discretions, contained or implied in this deed, for the benefit of the hapu.

### 4. INCORPORATION

The inaugural trustees shall, as soon as practicable after the date of this deed, apply for incorporation under Part II of the Charitable Trusts Act 1957 under the name HIKURANGI TAKIWA. Upon incorporation, the powers and discretions conferred upon the trustees by law or by this deed shall be conferred upon the trustees as a trust board.

### 5. PURPOSES

The purposes of the Trust are—

- 5.1 to enable *whanau* to act collaboratively and respond collectively to issues affecting *hapu*
- 5.2 to promote Mana Atua, Mana Whenua, Mana Moana, Mana Tangata, Mana Matauranga and Mana Reo of *hapu*
- 5.3 and other such charitable purposes as the trustees may from time to time determine in consultation with *whanau*"



## 6. BOARD OF TRUSTEES

- 6.1 The inaugural trustees shall comprise the board of the Trust. The board shall at all times comprise of a representative from each *whanau*.
- 6.1.1 Each *whanau* may appoint two trustees, but each *whanau* only has one vote.
- 6.1.2 If *whanau* choose to have the same representative as another *whanau*, that trustee is able to exercise one vote per *whanau*.
- 6.2 A person immediately ceases to be trustee when she or he resigns in writing, dies, is declared bankrupt or is found to be a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992 or any subsequent enactment.
- 6.3 Each *whanau* has the power to fill any vacancy that arises on the board by holding *whanau* hui at their respective marae subject to clause 6.1.
- 6.4 The board may continue to act notwithstanding any vacancy.
- 6.5 To avoid doubt, it is declared that—
- 6.5.1 the board has no right to terminate the appointment of any trustee; and
- 6.5.2 the right to appoint trustees and to terminate the appointment of trustees rests solely with each *whanau* in respect of its representative.
- 6.6 In the absence of a *whanau* trustee, each *whanau* has a duty of care to nominate a proxy to represent them on the Board.

## 7. MEETINGS OF THE BOARD

- 7.1 The board and *whanau* determine and adhere to 'tikanga o ngā hapu'
- 7.2. The quorum is 60% of the six votes in attendance to constitute a meeting of the trustees
- 7.2.1 The procedures for meetings of the board are as follows:
- 7.2.1(a) the conduct of its meetings;
- 7.2.1(b) the making of decisions;
- 7.2.1(c) the attendance and speaking at meetings of persons other than trustees shall be determined by each *whanau*
- 7.2.1(d) such other matters as the board sees fit that is consistent with *tikanga o nga hapu*
- 7.3 The board will meet as often as is necessary to responsibly discharge its duties.
- 7.3.1 Meetings of the Board shall be rotated monthly to each *marae*
- 7.3.2 The chairperson will ensure that all members of the board are notified of the meeting, either verbally or in writing.
- 7.4 The chairperson will ensure that a minute book is maintained which, for each meeting of the board, records—
- 7.4.1 the names of those present;

- 7.4.2 all resolutions of the board; and
- 7.4.3 a summary of any other material matters discussed at the meeting.

## 8. POWERS

In addition to the powers provided by the general law of New Zealand or contained in the Trustee Act 1956, the board has full power to do all things necessary or desirable to enable the board to achieve the charitable purposes of the Trust, provided however that such power is exercised in a manner consistent with the charitable purposes of the Trust.

## 9. LIMITATION ON POWERS

Consistent with the "*he whakamarama*" at the beginning of this deed, nothing in this deed shall be construed as giving the trustees the right to decide any matter, or take any action, or do any other thing that might reasonably be considered appropriate for the *Marae* to decide or do, or that might reasonably be seen to be limiting, taking away from, or conflicting with, the rangatiratanga of each *Marae*.

## 10. EXERCISE OF POWERS

Consistent with "*he whakamarama*", the exercise of the powers in this deed shall be conducted by the board in accordance with the whakatauki, "*Ko te amorangi ki mua, ko te hapai o ki muri.*"

## 11. SPECIAL OBLIGATION ON INAUGURAL TRUSTEES

- 11.1 Notwithstanding any other provision of this deed, the inaugural trustees acknowledge and confirm, by their execution of this deed, that—
  - 11.1.1 the inaugural trustees are to hold office for a period of approximately one year from the date of this deed;
  - 11.1.2 during this period of approximately one year in office, the inaugural trustees will consult extensively with the *whanau* of the *tipuna* that they represent in order to confirm and/or establish the selection process to be used by the *whanau* under clause 6.3 of this deed; and
  - 11.1.3 the inaugural trustees will ensure that the selection process referred to in subclause 11.1.2 above is implemented in respect of each *whanau*.
- 11.2 To avoid doubt, it is declared that an inaugural trustee may be a candidate for reappointment under clause 11.1 above.

## 12. MEDIATION & ARBITRATION

Any dispute arising out of or relating to this deed must be resolved by the application of the *tikanga o te hapu*.

**13. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES**

- 13.1 Any income, benefit or advantage must be applied to the charitable purposes of the Trust.
- 13.2 No trustee or any person associated with a trustee shall participate in or materially influence any decision made by the trustees in respect of any payment to or on behalf of that trustee or associated person of any income, benefit or advantage whatsoever where that income, benefit or advantage is greater for the trustee or associated person than it is for any other beneficiary of the Trust.
- 13.3 The provisions and effect of this clause shall not be removed from this deed and shall be implied into any document replacing this deed.

**14. POWER TO DELEGATE**

- 14.1 The board may from time to time delegate any of its powers and duties to any person or to any committee, including to any executive officer employed by the board to manage the Trust, provided that—
- 14.1.1 the nature and extent of the delegation is clear; and
- 14.1.2 the intended outcome of the delegation is clear and specific; and
- 14.1.3 the nature and method of accountability for the exercise of the delegation is described and implemented.
- 14.2 The board has the power to revoke its delegations at will, and no delegation prevents the exercise of any power or the performance of any duty by the board.
- 14.3 It is not necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a trustee.

**15. FINANCIAL ARRANGEMENTS**

- 15.1 The Financial year will be determined by the board from time to time.
- 15.2 The board will ensure that the Trust has in place policies regulating the following matters:
- how money will be received by the Trust;
  - the investment of money by the Trust, including the types of investment that are permitted.
  - what bank accounts are to operate, including the purposes of and access to such accounts;
  - who is allowed to authorise the production of cheques and the names of cheque signatories; and
  - employment relationships
- 15.3 The chairperson will ensure that true and fair financial statements are produced by the Trust.
- 15.4 The board may arrange for the financial statements of the Trust for any given financial year to be reviewed and/or audited by an accountant appointed for that purpose.

**16. COMMON SEAL**

- 16.1 The common seal of the board, following its incorporation, will be kept in the custody and control of the chairperson, or such other person as may be determined by the board from time to time.
- 16.2 When required, the common seal will be affixed to any document following a resolution of the board and will be signed by the chairperson (or a trustee acting as the chair) and one other trustee appointed by the board.

**17. ACTIVITIES LIMITED TO NEW ZEALAND**

The activities of the Trust are limited to New Zealand.

**18. OFFICE**

The office of the Trust is at such place in New Zealand as the board may from time to time determine.

**19. ALTERATION OF THIS DEED**

- 19.1 The board may, in consultation with *whanau* appropriately determined and recorded, make alterations or additions to this deed.
- 19.2 Despite clause 19.1, no alteration or addition may be made to this deed which detracts from the exclusively charitable nature of the Trust or results in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

**20. TRUSTEE LIABILITY**

- 20.1 No trustee shall be liable for any loss arising from any cause whatsoever including a breach of the duties imposed by Section 13B and/or Section 13C of the Trustee Act 1956 (as enacted by the trustee Amendment Act 1988) (or any statutory replacement or equivalent) unless such loss is attributable—
- 20.1.1 To his or her own dishonesty; or
- 20.1.2 To the wilful commission by him or her of an act known by him/her to be a breach of trust—and pursuant to Section 13D of the Trustee Act 1956 it is intended by this clause that the duties imposed by Section 13B and 13C of the Trustees Act 1956 shall not apply to any trustee hereof.
- 20.2 The trustees shall from time to time and at all times be indemnified by and out of the Trust property from and against all costs, charges, losses, damages, and expenses sustained or incurred by them or in or about the execution and discharge of their office or in or about any claim, demand, action, proceeding or defence at law or in equity in which they may be joined as a party.

**21. DISPOSITION OF SURPLUS ASSETS**

On the winding up of the Trust, or on its dissolution by the Registrar, all surplus assets, after the payment of costs, debts and liabilities, will be given to such other charitable organisations within New Zealand as a consensus of the *whanau* may determine. If the *whanau* are unable to make such a decision, the surplus assets will be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 or subsequent enactment.

AK