

NGA HAPU O POUTAMA

POUTAMA KAITIAKI
CHARITABLE TRUST

TRUST DEED

BUSINESS & REGISTRIES
BRANCH, AUCKLAND.
25 NOV 2016
RECEIVED

CONFIRMED TRUE & CORRECT

RUSSELL GIBBS 18/11/16.

KA RU TE WHENUA KA RU A POUTAMA

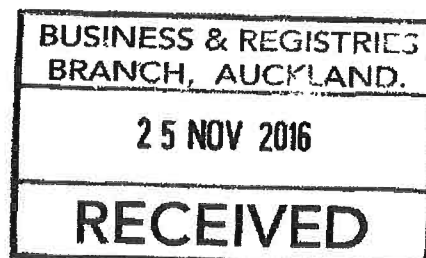
WHAKAPAPA

Poutama, as an iwi, have collective mana within the Poutama Rohe. The Hapū are the ultimate holders of all rights and liberties. The Hapū are guided by their own tikanga and kawa. Poutama is one of the Tūturū Tangata Whenua (First Nation) iwi. Poutama are the collective Hapū who have chosen to remain on the land mass known as the Poutama land block, or remain connected to the same lands or those who are whāngai (adopted) according to Poutama kawa and tikanga.

Whakapumai nga uri o Hoturoa raua ko Rakeiora ki runga a Poutama.

The iwi territory of Poutama is described in Te Whakapuakitanga O Poutama (Poutama Iwi Plan).

Poutama Tupuna refused to sign the Treaty of Waitangi and refused to concede any rights including kwanatanga. The British Crown set rules, or kawa, for a relationship between themselves and Māori including Ngā Hapū o Poutama. Specifically Article II of the Treaty of Waitangi, states that Hapū shall have *“full, exclusive and undisturbed possession of their lands, forests, fisheries, kainga and all other taonga which they may collectively or individually possess so long as it is their desire to possess them.”* In te reo Māori it states *“ki nga hapu katoa o Niu Tirenī te tino rangatiratanga o o ratou w(h)enua o ratou kainga me o ratou taonga katoa.”* Accordingly Poutama assert the full right to the administration of our lands, seas and kāinga in accordance with our mana, our tikanga, and our rangatiratanga.



KA REU TE WHENUA KA REU A POUTAMA

TE TUMANAKO

The Taumata Paepae o Poutama is the tribal council of Poutama the iwi. The Taumata shall provide support to Whānau and Hapū. Ka Ruu o Poutama is the representative of the Taumata Paepae. The purpose of this Trust is to carry out tasks as directed by the Taumata Paepae.

The trustees are accountable to the Taumata Paepae. This means that they are required to report to the Taumata Paepae regularly or when asked by the Taumata to do so. They must adhere to the decisions made by the Taumata. The trustees are required to communicate openly, honestly and transparently with the Taumata Paepae at all times. They are required to provide and share information with the Taumata Paepae.

The Trustees have received the sum of \$10.00 to be held by them in their joint names together with any further sums or assets acquired or vested in the Trustees upon the trusts and with and subject to the powers and discretions set out or implied in this Deed.

TE KAUPAPA

The Trust will be administered by the trustees for the benefit of Ngā Hapū o Poutama. All funds and assets of the Trust will be applied exclusively toward furthering charitable objects, aims and purposes – specifically in the promotion of social, cultural, spiritual, economic, educational, political and general advancement in the life of the Hapū.

The Trustees are to be part of the Taumata and decision making and meetings under the korowai of the Taumata.

To advocate for the rights and interests of Ngā Hapū o Poutama.

To represent the Ngā Hapū o Poutama in negotiations or discussions with third parties.

To exercise kaitiakitanga over the tribal rohe, its surrounds and all its facilities in conjunction with the Hapū.

To keep an accurate record of meetings and Hapū approval to activities.

To open and operate bank accounts as necessary for the functions of the Trust.

To acquire by purchase, hire, lease, or otherwise any further real or personal property or business of whatsoever kind for the benefit of Ngā Hapū o Poutama.

To apply for and acquire any licences, permits or orders necessary for the advancement of any initiatives.

To raise monies by means as the Taumata deem reasonable and appropriate to endorse and oversee projects for Ngā Hapū o Poutama.

To ensure the appropriate insurance cover for any activities of the Trust, or any of the assets held by the Trust.

Meetings shall be convened regularly or as required to carry out administrative functions. Notice of ordinary meetings to be no less than 14 days unless by agreement of Trustees.

The quorum shall be 3 Taumata members including 2 trustees. Decision making will be by consensus based on kaupapa. All meetings will be open to attendance by the Hapū.

Circulate an agenda prior to the commencement of any meeting.

Call the Annual General Meeting giving 21 clear days prior notice of the time and place of the meeting.

Provide an annual report of the preceding years activities, including financial accounts.

Provide a summary of the known activities planned for the forthcoming 12-month period.

Present financial accounts to the Annual General Meeting.

A common seal will be adopted by the Board. This will be used for Agreements and contracts.

Whakatu Ngā Kaitiaki

Appointment of trustees shall occur in accordance with Poutama tikanga. The Taumata will, by consensus, confirm trustee appointments. There are to be 3 Trustees. The signatories of this Deed will be the inaugural trustees.

In accordance with Poutama tikanga Trustees term of office shall be for life, or until unable or unwilling to fulfil the role.

Any changes to the Trust Deed must be approved by the Taumata Paepae.

Whakapairaru

Any conflict or dispute shall be resolved by the Taumata Paepae.

Mahi Hunala

All trustees must disclose any conflicts of interest that arising from their personal or professional capacities that may impact on their role as trustee. Whakapapa is a given and known conflict and does not require disclosure.

Payments from the Trust account to a trustee must be approved by the Taumata in advance of the payment.

any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;

the Trust may pay reasonable and proper remuneration to any officer or servant of the Trust (whether a Trustee or not) in return for services actually rendered to the Trust;

any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any firm or entity of which that Trustee is a member, employee or associate in connection with the affairs of the Trust;

any Trustee may retain any remuneration properly payable to that Trustee by any company or undertaking with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee connection with that company or

undertaking is in any way attributable to that Trustees connection with the Trust.

Whakaoti

If any property remains after the winding up or dissolution of the trust and the settlement of all the trust debts and liabilities, that property will be transferred to another organisation that has similar purposes and class of beneficiaries to those of this trust.

