
**HAITITAIMARANGAI MARAE KAITIAKI TRUST
DEED**

1 Name of trust

- 1.1 This trust is to be known as the “Haititaimarangai Marae Kaitiaki Trust” (**Trust**).
- 1.2 The Trustees may, after consulting with the Haititaimarangai Marae 339 Trust, sign a deed to change this name at any time.

2 Principles

- 2.1 The Trust is committed to the achieving its purposes while:
- (a) acting in accord with the the tikanga of Haititaimarangai Marae hapū, Te Whānau Moana and Te Rorohuri;
 - (b) ensuring its actions are in accord with any Te Whānau Moana and Te Rorohuri / Haititaimarangai Marae hapū management plan;
 - (c) maintaining the highest standards of professionalism, transparency and integrity;
 - (d) working in collaboration with Haititaimarangai Marae 339 Trust and other organisations or entities with similar interests and objectives.

3 Purposes

- 3.1 The purposes of the Trust are to:
- (a) nurture and promote the relationship that the hapū of Haititaimarangai Marae, Te Whānau Moana and Te Rorohuri, have with their customary lands, waters and other taonga;
 - (b) promote realisation of Te Tiriti o Waitangi and its principles relevant to the relationship that Te Whānau Moana and Te Rorohuri have with their customary lands, waters and other taonga. Particularly in relation to:
 - (i) tino rangatiratanga, being the right to exercise self-determination within their rohe, in accord with custom;
 - (ii) active protection of tino rangatiratanga and tikanga relating to the environs, whether physical, spiritual or both;
 - (c) advocate or coordinate advocacy on behalf of Te Whānau Moana and Te Rorohuri as kaitiaki, mana whenua, mana moana, mana awa, mana taonga katoa a rohe, in matters concerning their rohe.

4 Office

- 4.1 The office of the Trust will be in such place in Aotearoa as the Board of Trustees named in this Trust Deed may determine from time to time.

5 Trustees

- 5.1 The Trust will comprise of no less than three (3) Trustees and no more than five (5).
- 5.2 The signatories to this Deed will be the first Board. The Board will elect a Chairperson, Secretary and Treasurer.
- 5.3 The Board may fill any vacancy that arises in the Board or appoint any additional Trustee, subject to clause 5.1.
- 5.4 Where the number of Trustees is below the minimum of three (3), the trustees may act for the purpose of increasing the number of Trustees to that minimum.

6 Resignation or Termination of Trustees

- 6.1 A person will immediately cease to be a Trustee when she or he resigns in writing, dies, is imprisoned or declared bankrupt.
- 6.2 The Trustees may, by resolution of the majority, terminate a person's position, if the:
- (a) Trustee to be terminated has not attended three (3) consecutive Board meetings without apologies and good reason;
 - (b) the continuing Trustees believe that such action is in the best interests of the Trust.

7 Board Meetings

- 7.1 A quorum will be at least half of its members.
- 7.2 Resolutions must be passed by the majority of the Trustees. Where voting is tied, the motion will be lost.
- 7.3 In the absence of a chairperson, the Board will elect an attending Trustee to chair the meeting.
- 7.4 The secretary will ensure that minutes are maintained and made available to the Trustees and to Haititaimarangai Marae 339 Trust.

8 Trustees' powers

- 8.1 In seeking to give effect to and attaining the purposes of the Trust, the Trustees have the power to:
- (a) engage professionals as required, for the purpose of attaining advice, representation or other assistance;
 - (b) apply for or otherwise raise money on such terms as the Board thinks fit;
 - (c) engage in processes or legal proceedings and charge related costs to the trust fund;
 - (d) do anything incidental, necessary or desirable to enable realization of the purposes;
 - (e) work collaboratively with other persons or entities.

9 Income

- 9.1 Any income, benefit or advantage will be applied to the purposes of the Trust.
- 9.2 No Trustee may participate or materially influence any decision in which she or he may benefit, whether directly or indirectly.

10 Delegate

- 10.1
- (a) .

11 Variation of the trust

- 11.1 Trustees may change the terms of the trust
- The trustees may at any time or times prior to the distribution day by further deed vary, cancel or add to all or any of the provisions of this deed, including the definition of the distribution date and any other definition.
- 11.2 Beneficiaries' existing entitlements
- The deed must not affect the vested interest of any beneficiary in the trust fund or any part of it or any income from it.
- 11.3 No extension of trust beyond maximum permitted
- The deed must not extend the distribution day beyond the maximum duration permitted for this trust by law at that time.

12 New Zealand law

12.1 Governing law of the trust

This trust is created subject to the laws of New Zealand, but the trustees may change this governing law at any time by written resolution.

12.2 Place of administration

The trustees may carry on the administration of the Trust anywhere they think fit.

12.3 Transfer outside New Zealand

The trustees may at any time transfer any or all of the trust fund to a new trustee or trustees outside the jurisdiction of the New Zealand courts.

12.4 Jurisdiction of New Zealand Courts

While this trust is governed by the laws of New Zealand, each of the parties to this deed:

- (a) submits to the non-exclusive jurisdiction of the New Zealand courts; and
- (b) waives any rights to object that such a court is not a convenient forum.