



Hauora
Hokianga

Hokianga
Health

HAUORA HOKIANGA TRUST

DEED OF TRUST

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PAIHERETANGA/DEED OF TRUST

HE WHAKATAUKĪ

E tere e ngā waka i ngā tai o Tangaroa i roto i te awa tapu o Hokianga, ki a Niwa rāua ko Arai-te-Uru, ngā taniwha tiaki i te wahapū.

Huri whakaripo ki a Pouahi rāua ko Māpuna, ngā toka whakaora o Hokianga Whakapau Karakia.

Whakarongo ki ngā hau o te hauāuru ki ngā wai māturuturu o ngā maunga whakahī ki a Papatūānuku, te herenga o te mana, te ihi, me te tapu o te tangata, te whakaritenga o ngā wawata o Hauora Hokianga.

Tīhei mauri ora!

The tides of Tangaroa carry the canoes swiftly on the sacred river of Hokianga, towards Niwa and Arai-te-Uru, the guardians of the river mouth.

They turn to Pouahi and Māpuna, at the heart of Hokianga.

Listen to the wind from the west and to the trickling waters of the beloved mountains flowing through Papatūānuku, binding together the people for whom the aspirations of Hauora Hokianga are fulfilled.

Behold the sneeze of life!

TĀTAI KŌRERO/BACKGROUND

In 1992 the Hokianga Health Enterprise Trust was established to provide governance for the newly-formed health service, Hokianga Health -Hauora Hokianga, to be owned by the people of Hokianga.

After thirty years supporting the hauora of our whānau, our Trust has undertaken a review of our original Deed of Trust, in recognition of the ongoing changes to Aotearoa New Zealand society over the intervening years, the associated reforms of our national health services, and the increasing complexity of support required to uplift and achieve equity of outcomes in health and wellbeing for our people.

While holding firm to the wairua and aspirations of our tūpuna who first established our Trust, this revised Deed for Hauora Hokianga Trust, (note name change), will help ensure that the Trust remains well-placed to provide leadership and support for the health and wellbeing needs of our whānau over the coming decades, based upon a robust and resilient structure, and sustained by the energy, commitment and manaakitanga of our communities.

While in no way compromising the legal rigour of a more orthodox deed of trust document, efforts have been made to ensure that this Deed of Trust will resonate strongly with the people of Hokianga, reflecting the special way we do things.

Hei painga, hei orange mō tātou te iwi o Hokianga.

1. TĀATAI WHAKAMĀARAMA /DEFINITIONS AND INTERPRETATION

Appointed Trustees	means those Trustees of the Trust who have been appointed by either Te Rūnanga o Te Rarawa, Te Rūnanga-ā-Iwi-o-Ngāpuhi or Te Iwi o Te Roroa in accordance with clause 3 of this Deed.
Code of Conduct	means the Code of Conduct applicable to either Trustees or Community Representatives established in accordance with clauses 4.1.3 and 5.1.12.
Co-opted Trustees	means those Trustees appointed by the Trustees in accordance with clause 3 of this Deed. A Co-opted Trustee need not be a Member of the Trust.
Community Representatives	means those elected to represent a Community Clinic Area on the Community Representative Forum in accordance with clause 5 of this Deed.
Deed	means this Deed of Trust as varied from time to time in accordance with clause 19.
Elected Trustees	means those Trustees of the Trust who have been elected by the Members to act as Trustees.
Financial Year	means between 1 July to the next 30 June in any given year.
Member	means those 18 years and over who have completed an enrolment form to be a Member of the Trust and the Trust has not rejected that enrolment.
Special Resolution	means a resolution approved by a majority of 75% of the votes of those Members or Trustees entitled to vote and voting on the question.
Community Clinic Areas	are those areas where the Trust operates community health clinics.
Purposes	means the charitable Purposes of the Trust as set out in subclause 2.3 of this Deed.
Terms of the Trust	means the terms on which the Trustees hold the Trust assets as set out in this Deed and otherwise implied at law.
Trustees	means those elected, appointed or co-opted as either Elected Trustees, Appointed Trustees or Co-opted Trustees in accordance with clause 3 of this Deed.

2. TĀTAI WHAKAPONO/CONSTITUTION OF TRUST

2.1. Te Ingoa/Name of Trust and Te Tari/Office

- a) The name of the Trust is Hauora Hokianga Trust, hereafter called ‘the Trust’ or such other name that the Trustees from time to time decide.
- b) The office of the Trust will be at 163 Parnell Street, Rawene, 0473 or such other place as the Trustees from time to time decide.

2.2. Acknowledgement and Declaration of the Trust

The Trustees acknowledge and declare that they are responsible for the Trust’s funds and assets being used for the charitable Purposes set out in subclause 2.3 and with the powers and discretions set out or implied in this Deed.

2.3. Whāinga/Purposes

The Purposes of the Trust are:

- 2.3.1. To provide high-quality, integrated and holistic health and wellbeing services to the Hokianga community.
- 2.3.2. To achieve equitable health, social and wellbeing outcomes for the Hokianga community.
- 2.3.3. To provide a service to the Hokianga community at no cost at the point of need.
- 2.3.4. To ensure that the communities of Hokianga are well represented in all the activities and actions of the Trust.
- 2.3.5. To achieve any other charitable purpose which the Trustees resolve from time to time to pursue.

To be clear:

- a) The Purposes of the Trust do not, and shall not, include anything which is non-charitable under the laws of Aotearoa New Zealand.
- b) Accordingly, the activities of the Trust are limited to Aotearoa New Zealand.

2.4. Ngā Pou Matua/Guiding Principles

To achieve its Purposes, the Trust has the following guiding principles:

- 2.4.1 To uphold and honour *Te Tiriti o Waitangi* including recognition of He Whakaputanga.
- 2.4.2 To achieve the Tirohanga Matua/Vision: *Whānau Oranga - Kia eke rawa te taumata manaaki tangata, manaaki whānau, manaaki kāinga*, through collaboration and service excellence.

3. TE RŪNANGA WHAKAHAERE/ THE BOARD OF TRUSTEES

3.1. Role of Trustees

The role of the Trustees is to govern the Trust for the benefit of its Members and to achieve the Purposes of the Trust.

3.2. Powers of Trustees

The Trustees have all of the powers reasonably necessary to carry out their role, including the power to manage the Trust's assets and property as if they were the absolute owners of these things.

3.3. Turu Taketake/Power to Delegate

- 3.3.1. The Trustees may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person, subject to the mandatory restrictions provided in the Trusts Act 2019 and in any other enactment.
- 3.3.2. The committee or person may without confirmation by the Trustees exercise or perform the delegated powers or duties in the same way and with the same effect as the Trustees could themselves have done.
- 3.3.3. Any committee or person to whom the Trust has delegated powers or duties will be bound by the Terms of the Trust and any terms or conditions of the delegation set by the Trustees.
- 3.3.4. The Trustees can revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Trustees.
- 3.3.5. It will not be 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.

3.4. Number of Trustees

- 3.4.1. There shall be three (3) types of Trustees, each distinguished by the way they are selected: elected, appointed or co-opted.
- 3.4.2. Regardless of this distinction, all Trustees shall share the common collective role of Trustees, as defined in subclause 3.1.
- 3.4.3. Subject to subclause 3.4.4, the number of Trustees of the Trust shall be a maximum of fifteen (15), comprising:
 - a) Ten (10) Elected Trustees, one (1) from each Community Clinic Area;
 - b) Three (3) Appointed Trustees, one (1) from each of Te Rūnanga o Te Rarawa, Te Rūnanga-ā-Iwi-o-Ngāpuhi and Te Iwi o Te Roroa;
 - c) Up to two (2) Co-opted Trustees to fill any identified skill, sufficient Māori representation, or population reflection gaps, or to cover succession planning.
- 3.4.4. Despite subclause 3.4.3 above, as at the date of this Deed there are more than 15 Trustees, who have been, elected or appointed in accordance with the Trust's previous Trust deed ("Former Trustees"). Those Former Trustees will hold office as Trustees of the Trust until the end of the Former Trustees' term under the previous Trust deed or until there is a further election or appointment of Trustees in accordance with this Deed.
- 3.4.5. Any Former Trustee will be eligible to be elected, appointed or co-opted as a Trustee in accordance with this Deed, regardless of how many terms they have held office in the past.

3.5 Requirement for a Majority of Māori Trustees

3.5.1 Despite anything else in this Deed, the number of Trustees who identify as Māori must comprise a majority of the Trustees (50% plus one) holding office.

3.6 Eligibility for Office as a Trustee

3.6.1 Nothing in this Deed entitles any person who is disqualified in terms of section 36B of the Charities Act 2005 or subsequent enactment to hold office as a Trustee of the Trust.

3.6.2 A person may not be a Trustee of the Trust unless they have, in writing, consented to being a Trustee and certified that they are not disqualified by virtue of subclause 3.6.1 above.

3.6.3 A person who is to be elected as a Trustee must be a Member of the Trust.

3.6.4 A person who is to be appointed as a Trustee must be 18 years or over, and need not be a Member of the Trust.

3.6.5 A person who is to be Co-opted as a Trustee must be 18 years or over, and need not be a Member of the Trust.

3.7 Selection of Trustees

3.7.1 Elected Trustees must be elected by the Members using an electoral process adopted from time to time by a resolution of the Trustees.

3.7.2 Appointed Trustees must be appointed by the applicable iwi organisation.

3.7.3 Unless otherwise specified in this Deed, the term of office for Elected and Appointed Trustees shall be three (3) years, with the term commencing and ending within the first quarter of the relevant Financial Year (between 1 July and 30 September).

3.7.4 Co-opted Trustees will be appointed by resolution of the Trustees.

3.7.5 The term of office for Co-opted Trustees shall be stipulated by the Trustees at the time of co-option.

3.7.6 No Trustee may hold office for more than three (3) years without that Trustee's position being subject to a further election, appointment or co-option process under this subclause 3.7.

3.7.7 No Trustee may hold office for more than three (3) consecutive terms of office.

3.7.8 The Trustees must keep a record of all appointments and cessations of Trustees as well as the contact details for each Trustee.

3.8 Cessation of Office for Trustees

3.8.1 A person will cease to be a Trustee:

- a) By virtue of subclauses 3.7.6 or 3.7.7;
- b) Upon resignation in writing, or death;
- c) If they no longer meet the eligibility criteria in subclause 3.6; or
- d) If they are found to be disqualified in terms of section 36B of the Charities Act 2005 or subsequent enactment; or
- e) If they are removed by the Trust for non-attendance at meetings, by virtue of subclause 4.1.6; or

- f) If they are removed by the Trust for either breaching the Code of Conduct or for actions which bring the Trust into disrepute, by virtue of subclause 4.1.7.

3.8.2 Subject to subclause 3.7.7, a Trustee who automatically ceases to hold office by virtue of subclause 3.7.6 is eligible to stand again for office.

3.9 Vacancies for Trustees

3.9.1 In the event of a vacancy arising for an Elected Trustee, that occurs more than 12 months prior to the end of that Elected Trustee's term had they not vacated, a by-election will be held, for another Elected Trustee, for a nominal three (3) year term to end as defined in subclause 3.7.3, so that the actual term shall be no longer than three (3) years.

3.9.2 In the event of vacancy arising for an Elected Trustee that occurs in the period of 12 months prior to the end of that Elected Trustee's term had they not vacated, the Trustees will have the power to fill that vacancy and may resolve to either fill that vacancy until the next election, or to not fill that vacancy.

3.9.3 Any vacancy in the Appointed Trustees will be filled by the relevant iwi and the term of office for any Trustee appointed to fill an Appointed Trustee vacancy will be up to three (3) years and will end in accordance with subclause 3.7.3.

3.10 Payment to Trustees

3.10.1 Notwithstanding any other Terms of the Trust, a Trustee may receive full reimbursement of all expenses properly incurred by that Trustee on behalf of the Trust when authorised or ratified by the Trustees.

3.10.2 Each Trustee may also receive a meeting fee as determined from time to time by the Trustees. Such fee will be reviewed in October each year by the Trustees and be equitable with fees determined for Community Representatives in accordance with subclause 5.4.

3.10.3 Any Trustee may be paid for any goods or services they provide to the Trust in their professional capacity provided that the supply of those goods or services to the Trust must be approved by the Trustees (excluding the Trustee proposing to provide those goods or services) and the payment must be no more than the fair market value of those goods or services.

4 NGĀ HUI O TE RŪNANGA WHAKAHAERE/MEETINGS OF TRUSTEES

4.1 The Procedure for Trustee Meetings will be as follows:

4.1.1 A quorum will be 50% plus one of the Trustees.

4.1.2 The Trustees will adopt a set of meeting rules to govern the proceedings of meetings under this clause

4.1.3 The Trustees will adopt a Code of Conduct which will set the framework within which the Trustees conduct themselves when governing the affairs of the Trust.

4.1.4 The Trustees will select the Chairperson and Deputy Chairperson annually at the October monthly Trust meeting. All current Trustees shall be eligible for election to these offices.

- 4.1.5 The Chairperson shall chair the Trustee meetings or in their absence the Deputy Chairperson. Should both Chairperson and Deputy Chairperson be absent the meeting will be chaired by any other Trustee as determined by the Trustees at the meeting.
- 4.1.6 If a Trustee does not attend three (3) consecutive meetings of the Trust without leave of absence that Trustee may, at the sole discretion and on the decision of the Trust, be removed as a Trustee.
- 4.1.7 If a Trustee breaches the Code of Conduct or brings the Trust into disrepute, that Trustee may, at the sole discretion and on the decision of the Trust, be removed as a Trustee.
- 4.1.8 All decisions before the Trustees will be made by consensus, however if consensus cannot be reached the decision will be made by simple majority of Trustees unless otherwise specified in the Trust Deed. If the decision is tied the motion will be lost.
- 4.1.9 Any meeting of Trustees may be held at one or more venues in person and/or by any real-time audio, or audio and visual communication link that may be available, by which all Trustees participating in the meeting can simultaneously hear one another throughout the meeting.
- 4.1.10 A resolution of the Trustees in writing and signed or assented to by way of an electronic communication by all Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Such resolution may consist of several documents in like form each signed or assented to by one or more Trustees.

4.2 Tohe Taketake/Common seal

- 4.2.1 The Trust shall have a common seal, which shall be affixed by the authority of the Trustees to any document requiring execution by common seal.
- 4.2.2 Every such affixing shall be witnessed by the Chairperson and one other Trustee and shall be sufficient evidence of authority to affix the seal.

5. TŪRANGA WHAI REO O HOKIANGA/PARTICIPATION BY THE HOKIANGA COMMUNITY

5.1 Community Representative Forum

- 5.1.1 In order to foster the participation of the Hokianga community in general, and the Members in particular, in the affairs of the Trust and in the Trust's performance in achieving its Purposes, a Community Representative Forum ("Forum") will be established.
- 5.1.2 The role of the Forum is to work closely with the Hokianga community in general, and the Members in particular, in each of the Community Clinic Areas to obtain and provide feedback on the Trust's performance in meeting its Purposes.
- 5.1.3 The Forum shall have ten (10) Community Representatives, one (1) from each Community Clinic Area.
- 5.1.4 Each Community Representative must be elected by the Members by an electoral process adopted from time to time by a resolution of the Trustees.

- 5.1.5 A person who is elected as a Community Representative must be a Member of the Trust.
- 5.1.6 The term of office for Community Representatives shall be three (3) years, with the term commencing and ending within the first quarter of the relevant Financial Year (between 1 July and 30 September).
- 5.1.7 No Community Representatives may hold office for more than three (3) years without that Community Representative's position being subject to a further election process under this subclause 5.1.
- 5.1.8 No Community Representatives shall hold office for more than three (3) consecutive terms of office.
- 5.1.9 The Community Representatives shall make themselves available at least monthly for Members of their Community Clinic Area.
- 5.1.10 The Community Representatives shall meet formally on a quarterly basis with both the Trustees and the Ahorangi.
- 5.1.11 The Trustees must keep a record of all appointments, cessations and contact details of Community Representatives.
- 5.1.12 The Trustees will adopt a Code of Conduct for Community Representatives which will set the framework within which the Community Representatives will conduct themselves whilst carrying out their role.

5.2 Cessation of Office for Community Representatives

- 5.2.1 A person will cease to be a Community Representative:
 - a) By virtue of subclauses 5.1.7 or 5.1.8;
 - b) Upon resignation in writing, or death;
 - c) If they no longer meet the eligibility criterion in subclause 5.1.5; or
 - d) If they are removed by the Trust for persistent non-attendance at meetings, by virtue of failure to meet requirements under subclauses 5.1.9 and 5.1.10; or
 - e) If they are removed by the Trust for breaching the Code of Conduct or for actions which bring the Trust into disrepute, by virtue of subclause 5.1.12.
- 5.2.2 Subject to subclause 5.1.8, a Community Representative who automatically ceases to hold office by virtue of subclause 5.1.7 is eligible to stand again for office.

5.3 Casual Vacancies for Community Representatives

- 5.3.1 In the event of a vacancy arising for a Community Representative that occurs more than 12 months prior to the end of that Community Representative's term had they not vacated, a by-election will be held, for another Community Representative, for a nominal three (3) year term to end as defined in subclause 5.1.6, so that the actual term shall be no longer than three (3) years.
- 5.3.2 In the event of vacancy arising for a Community Representative that occurs in the period of 12 months prior to the end of that Community Representative's

term had they not vacated, the Trustees will have the power to fill that vacancy and may resolve to either fill that vacancy until the next election, or to not fill that vacancy.

5.4 Payment to Community Representatives

- 5.4.1 Notwithstanding any other Terms of the Trust a Community Representative may receive full reimbursement of all expenses properly incurred by that Community Representative on behalf of the Trust when authorised or ratified by the Trustees.
- 5.4.2 Each Community Representative may also receive a meeting fee as determined from time to time by the Trustees. Such fee will be reviewed in October each year by the Trustees and be equitable with fees determined for Trustees in accordance with subclause 3.10.
- 5.4.3 Any Community Representative may be paid for any goods or services they provide to the Trust in their professional capacity provided that the supply of those goods or services to the Trust must be approved by the Trustees and the payment must be no more than the fair market value of those goods or services.

6. HUIHUINGA RŪNANGA/MEETINGS OF MEMBERS OF THE TRUST

6.1 Meetings

- 6.1.1 A “Meeting of the Members” is either:
 - a) An Annual General Meeting under subclause 6.6; or
 - b) A Special General Meeting under subclause 6.7.
- 6.1.2 This clause 6 will apply to both Annual General Meetings and Special General Meetings.
- 6.1.3 Other, less formal, community meetings organised by the Trustees and/or Community Representatives, typically for information, liaison, consultation or feedback purpose, are not covered by this clause 6.

6.2 Notice of Meetings

Notice of a Meeting of the Members must be given in such a way as the Trustees believe, on reasonable grounds, will facilitate maximum participation by all Members.

6.3 Quorum for Meetings

- 6.3.1 The quorum for a Meeting of the Members is no fewer than a majority of Trustees (50% plus one), and no fewer than ten (10) Members.
- 6.3.2 Meetings under this clause 6 may be held at one or more venues by Members and Trustees present in person and/or using any real-time audio, or audio and visual communication link that may be available, by which all people participating in the meeting can simultaneously hear one another throughout the meeting.

6.4 Adjournment and Reconvening of Meetings

If a quorum is not present at a Meeting of the Members within one hour of the time appointed for the start of the meeting, then:

- 6.4.1 The meeting is adjourned.
- 6.4.2 The meeting is reconvened at the same hour and the same place 20 working days following the adjournment, unless the Trustees otherwise determine.
- 6.4.3 At the reconvened meeting, the Members and Trustees present at the time appointed for the start of the meeting shall constitute a quorum.

6.5 Eligibility to Vote

Nothing in this Deed entitles any person who is not a Member to vote at a meeting called under this clause 6.

6.6 Annual General Meeting

- 6.6.1 Within six (6) months from the end of the Financial Year (before 1 December) the Trust will hold an Annual General Meeting to:
 - a) Receive the minutes from the previous Annual General Meeting;
 - b) Review the Trust's activities during the preceding Financial Year, including the annual report;
 - c) Receive, consider and adopt the Trust's financial statements;
 - d) Review the objectives of the annual plan for the current Financial Year.

6.7 Special General Meeting

- 6.7.1 A Special General Meeting must be convened by the Trustees on the written request of:
 - a) The Chairperson; or
 - b) No fewer than 75% of the Trustees currently holding office; or
 - c) No fewer than five percent (5%) of the Members.
- 6.7.2 A request under subclause 6.7.1 must:
 - a) State the purpose for which the meeting is required.
 - b) Be signed (allowing for counterparts) by those requesting the meeting.
- 6.7.3 A Special General Meeting must be held within two (2) months of the date on which the request under subclause 6.7.1 is received by the Trustees.

7 AHORANGI/CHIEF EXECUTIVE

- 7.1 The Trustees must appoint an Ahorangi for the Trust. The Ahorangi will be accountable to the Trustees for the proper performance or exercise of all responsibilities, duties and powers delegated to them by the Trustees, or imposed or conferred by this Deed or by any enactment, regulation or bylaw.

8 ARA WHAKATAKI & ARA RĪPOATA/PLANNING & REPORTING

- 8.1 The Trustees must, not less than once every five (5) years, carry out a process to identify long term health, social and wellbeing outcomes for the Hokianga community which are consistent with the Purposes of the Trust ("Long-Term Outcomes").

- 8.2** The Trust must, at all times, have a five-year plan the purpose of which is to give effect to the Purposes of the Trust and to describe the Long-Term Outcomes and the strategies that will be used to achieve those outcomes.
- 8.3** The Trust must, at all times, have a fully budgeted annual plan which describes how, in the year covered by the plan, the Trustees will make progress towards achieving the Long-Term Outcomes.
- 8.4** Within a reasonable period after the conclusion of every Financial Year, the Trustees must publish an annual report to promote the accountability of the Trustees to the Hokianga community and present it to the Annual General Meeting.
- 8.5** The Trustees will ensure that at least once every three (3) years it will review the Trust's governance procedures to determine if they:
- a) Fit for purpose;
 - b) Assist the Trust to achieve its Purposes; and
 - c) Assist the Trust to comply with the requirements of the Charities Act 2005 and any other relevant legislation.

9 KO NGĀ RAWA HEI PAINGA MŌ TE IWĪ/ INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 9.1** The activities of the Trust cannot be carried out for the private pecuniary profit of any individual. Any income, benefit or advantage will be applied to the Purposes of the Trust.

10 HERENGA TURE, HERENGA TANGATA & TATAU INUHUA/LIABILITY, INDEMNITY & INSURANCE

10.1 Liability of Trustees

No Trustee is liable for any loss incurred by the Trust which is not attributable to that Trustee's own dishonesty, wilful misconduct, or gross negligence or the wilful commission or omission by that Trustee of an act known by that Trustee to be a breach of trust.

10.2 Indemnity and Insurance

10.2.1 Each Trustee or Former Trustee, or Community Representative or Former Community Representative, shall, and any officer or employee of the Trust (at the Trust's discretion) may, be entitled to a full and complete indemnity from the Trust's assets for any liability which that Trustee, Community Representative or officer/employee may incur in any way arising out of or in connection with that Trustee, Community Representative or officer/employee acting or purporting to act as, or on behalf of, the Trust or a Trustee of the Trust, provided such liability is not attributable to that Trustee's, Community Representative's or officer/employee's dishonesty, wilful misconduct or gross negligence.

10.2.2 Every decision of the Trustees under this clause to give or approve an indemnity or to meet or approve any insurance cost must be disclosed in the annual report of the Trust for the period in which the decision was made.

11 TAHUA PĒKE MONI/ACCOUNTS

- 11.1** The Trust must keep complete and accurate accounts recording all the receipts, credits, payments, liabilities, and other matters necessary for showing the true condition of the Trust's financial affairs.
- 11.2** The accounts of the Trust must be prepared by the Ahorangi or an independent accountant appointed for that purpose by the Trustees.
- 11.3** The Trust's accounts must be kept at the office of the Trust and must be available for review at all reasonable times by any of the Trustees.
- 11.4** The Trustees must have the Trust's accounts audited each year by an independent auditor appointed by the Trustees.

12 TIKANGA TĀKE MONI & TIKANGA TĀKE MONI Ā TAU/TAX RETURNS AND ANNUAL RETURNS

- 12.1** The Trust will prepare and file with any relevant person (including the Department of Internal Affairs and the Department of Inland Revenue) all necessary accounts, documents, and other information for the qualification and registration of the Trust as a registered charitable entity.

13 TŪRANGA TIKANGA TARAHITI/MANDATORY DUTIES OF TRUSTEES

- 13.1** The Trustees must:

- 13.1.1 Know the Terms of the Trust;
- 13.1.2 Act in accordance with the Terms of the Trust;
- 13.1.3 Act honestly and in good faith;
- 13.1.4 Hold and deal with the Trust assets, and otherwise act, for the benefit of the Purposes and in accordance with the Terms of the Trust;
- 13.1.5 Exercise their powers for a proper purpose.

14 TUKU MANA TARAHITI/DEFAULT DUTIES OF TRUSTEES

- 14.1** Each Trustee and the Trust must:

- 14.1.1 Exercise the care and skill that is reasonable in the circumstances, and, in the case of each Trustee, having regard in particular to:
 - a) Any special knowledge or experience that the Trustee has or that the Trustee holds out as having; and
 - b) If the person acts as a Trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
- 14.1.2 When exercising any power to invest Trust property, exercise the care and skill that a prudent person of business would exercise in managing the affairs of others and, in the case of each Trustee, having regard in particular:
 - a) To any special knowledge or experience that the Trustee has or that the Trustee holds out as having; and

- b) If the person acts as a Trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession, provided that the Trust may acquire or retain any investment which furthers the Purposes either directly or indirectly, even though such investment may not be a prudent investment, is devaluing or has high associated expenditure.
 - 14.1.3 Not exercise a power directly or indirectly for a Trustee's own benefit, subject to subclause 3.10.
 - 14.1.4 Actively and regularly consider whether the Trust should be exercising one or more of the Trust's powers;
 - 14.1.5 Not bind or commit the Trust to a future exercise or non-exercise of a discretion;
 - 14.1.6 Avoid a conflict between the interests of a Trustee and the interests of the Trust and its Purposes;
 - 14.1.7 Act impartially when considering potential beneficiaries of the Trust;
 - 14.1.8 Not make a profit from the Trust;
 - 14.1.9 Not take any reward for acting as a Trustee (except as authorised by subclause 3.10).
 - 14.1.10 When making decisions, to act unanimously but if a unanimous decision cannot be reached the decision will be made by simple majority of Trustees unless otherwise specified in this Deed.
- 14.2** The Trustees acknowledge that the duties set out in subclause 14.1 are Default Duties and that the duties referred to in subclauses 14.1.2, 14.1.3, 14.1.9 and 14.1.10 have been amended from the default duties in the Trusts Act 2019.
- 14.3** If the Trusts Act 2019 is amended, repealed, or replaced, the modifications to, or exclusions of, the Trustees' default duties set out in this clause 14 will continue to apply to the fullest extent permitted by the law, with all necessary modifications.

15 REO WHĀKI TŪRANGA/DECLARATIONS OF INTEREST

- 15.1** No Trustee or Community Representative can vote on any matter in which they have any personal or pecuniary interest or in which any company or other body in which the Trustee or Community Representative has a personal or financial interest itself has any pecuniary interest except to the limited extent provided for in subclause 3.10.
- 15.2** Any Trustee or Community Representative who becomes aware that they have or may have an interest of the type referred to in subclause 15.1 must immediately declare that interest to the other Trustees or Community Representatives and their declaration must include all relevant detail needed to provide a full and fair disclosure. All Trustees and Community Representative must act in good faith in all such matters.

16 RĒHITA TARAHITI/REGISTER OF MEMBERS

- 16.1** The Trust must, at all times, maintain a register of the Members and include in the register the contact details and date of birth of each Member and the Community Clinic Area where the Member resides.

17 ARA HOHOU RONGO/DISPUTE RESOLUTION

17.1 The Trustees must, from time to time, adopt a disputes resolution procedure, as a governance policy of the Trust, for dealing with a dispute concerning any provision of this Deed.

17.2 Complaints about the Trust's services do not fall under this clause 17.

18 TE TUKU TOENGA RAWA/DISPOSITION OF SURPLUS ASSETS

18.1 The Trustees may, following extensive consultation with the Hokianga community, wind up the Trust by:

- a) A unanimous written resolution; or
- b) A vote approved by all of the Trustees entitled to and voting unanimously on a resolution at a Meeting of the Trustees called for that purpose and which all Trustees attended.

18.2 Circumstances where the Trust may be wound up include (but are not limited to) the following:

- 18.2.1 Irrecoverable insolvency;
- 18.2.2 Members deciding to completely abandon the Trust;
- 18.2.3 Members deciding to merge with another organisation/s;
- 18.2.4 Other circumstances resulting in the Trust ceasing to function.

18.3 On the winding up of the Trust, all surplus assets, after the payment of costs, debts and liabilities will be given to other charitable organisation/s within New Zealand which are exclusively charitable and which have purposes similar to the Purposes in subclause 2.3.

18.4 If the Trustees are unable to decide how to distribute the surplus assets, 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.

19 WHAKAREREKĒTANGA TURE/ALTERATION OF THIS DEED

19.1 The Trustees have the power to amend this Deed from time to time, provided any such amendment has been approved by Special Resolution of the Members and does not affect the charitable status of the Trust.

19.2 Despite subclause 19.1 a minor or inconsequential amendment to this Deed which does not materially affect the meaning of the relevant provision of the Deed may be made by Special Resolution of the Trustees.