



Ngāti Koata Trust

Te Hāpai Ō | Organisational Development

Trust Deed Review Consultation 2017

## Consultation Hui

Whakatū	Monday 8 May	Ngāti Koata Trust Office Vickerman Street	6pm
Kirikiroa	Tuesday 9 May	Mangakotukutuku Campus, Te Wānanga o Aotearoa, Ōhaupō Road	6pm
Tāmaki Makaurau	Wednesday 10 May	Māngere Campus, Te Wānanga o Aotearoa, 15 Canning Crescent	6pm
Porirua	Thursday 11 May	The old wharekai, Takapūwāhia Marae, Te Hiko Street	6pm

## He Kupu Whakataki

There are a number of amendments to be made to the Deeds of both the Ngāti Koata Trust and Te Pātaka a Ngāti Koata Trust. This booklet is divided into two parts:

### A. Proposed Amendments to the Trust Deeds

These proposed amendments will be voted on at the 2017 Annual General Meeting.

The proposed amendments have been grouped into three resolutions under the following headings:

- 1) Tūpuna List
- 2) Separation of Governance and Management
- 3) Administrative Changes

In this booklet is a breakdown of each proposed amendment under each of the three headings:

### B. Discussion points only

The discussion points are:

- 1) Whāngai
- 2) Trusteeship

The outcome of these two discussion points will determine whether the respective Trust Deeds need to be amended at a future General Meeting (but not the 2017 meeting).

Please take the time to read this booklet, and attend one of our consultation hui.

If you would like to see the Deeds for Ngāti Koata Trust and Te Pātaka a Ngāti Koata Trust please visit our website on: <http://ngatikoata.com/iwi-resources/>.



Frank Hippolite  
Chair  
Ngāti Koata Trust

## A. Proposed amendments to the Trust Deed (to be voted on)

### Proposed amendment 1: Tūpuna List

The Board is asking beneficiaries to approve the following amendments to the Ngāti Koata Trust Deed regarding the Primary Ancestor of Ngāti Koata and the Tūpuna List.

The list of Interpretations and Definitions can be found on page 1 of both the Ngāti Koata Trust Deed and Te Pātaka a Ngāti Koata Trust Deed, and also under 'Register of Members of Ngāti Koata' on page 15 of the Ngāti Koata Trust Deed.

#### Primary Ancestor

There is no definition of 'Primary Ancestor of Ngāti Koata' in the Interpretations and Definitions of the Ngāti Koata Trust Deed.

The Board proposes using the following definition:

**"Ancestor of Ngāti Koata** means Koata and those descendants of Koata who are identified on the Tūpuna List."

#### Tūpuna List

There is no definition of 'Tūpuna List' in the Interpretations and Definitions of the Ngāti Koata Trust Deed.

The Board proposes using the following definition:

**"Tūpuna List** is a list of Ngāti Koata tūpuna based on Native/Māori Land Court and other records and confirmed by the Trustees".

#### Te Pātaka a Ngāti Koata Trust Deed

Te Pātaka a Ngāti Koata Trust Deed does not have a definition for Tūpuna List, but has the following definition for Ancestor of Ngāti Koata:

**"Ancestor of Ngāti Kōata** means an individual who exercised customary rights predominantly in the Ngāti Kōata area of interest at any time after 6 February 1840 by virtue of being descended from Te Kōata."

### Questions

- Why isn't Koata just the tupuna?
- How do we choose the tūpuna on the Tūpuna List?
- Do the two Deeds align?
- Who does this Trust represent?

### Discussion Points

- Tūpuna heke vs descent from Koata
- Trust beneficiary vs whakapapa

## Proposed amendment 2: Separation of Governance and Management

The Board is asking beneficiaries to approve the following amendments to the Ngāti Koata Trust Deed and the Te Pātaka a Ngāti Koata Trust Deed regarding the Separation of Governance and Management.

Clarification and alignment of both Deeds is required. This will remove any doubt that a Trustee cannot hold the position of an employee and vice versa. There are **three** proposed amendments to the Deeds, although these will be under a single resolution. The proposed changes are:

### **Amendment 1:**

Ngāti Koata Trust Deed, clause 4.10 (c) – page 10 'Management of the Trust – General'	
Current	Wording of the current clause:
	“Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee”.
Proposed	Wording for the proposed clause:
	“A Trustee may not hold the position of General Manager/Chief Executive of the Trust nor may a Trustee be an employee of the Trust or of any Corporate Entity, except where a Trustee is appointed by the Trust Board as a Director on a Corporate Entity as provided by clauses 12.2 and 12.4 of the Koata Ltd constitution”.

### Questions

- Can any other individual still be employed by the Trust?
- What is a Corporate Entity? (see the 'Definitions' section of the Deeds)
- How is a Director different from an employee?

### Discussion Points

- Consistency (same in both Deeds)
- Clarification
- Avoidance of doubt

## Amendment 2:

Te Pātaka a Ngāti Koata Trust Deed, clause 4.17 – page 12 'Management of the Trust – General'	
Current	Wording of the current clause:
	“Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an officer or employee of the Trust”.
Proposed	Wording for the proposed clause:
	“A Trustee may not hold the position of General Manager/Chief Executive of the Trust nor may a Trustee be an employee of the Trust or of any Corporate Entity, except where a Trustee is appointed by the Trust Board as a Director on a Corporate Entity as provided by clauses 12.2 and 12.4 of the Koata Ltd constitution”.

### Questions

- Who can be employed by the Trust?
- What is a Corporate Entity?
- How is a Director different from an employee?

### Discussion Points

- Consistency (same in both Deeds)
- Clarification
- Avoidance of doubt

**Amendment 3:**

**Ngāti Koata Trust Deed, clause 4.10 (d) – page 10  
‘Management of the Trust – General’**

<b>Current</b>	<p>Wording of the current clause:</p> <p>“The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.16) in support of that appointment on those terms.”</p>
<b>Proposed</b>	<p>Wording for the proposed clause:</p> <p>“The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust, or to any Corporate Entity. In any case where the entity is controlled or managed by a Trustee or directly or indirectly procures, causes, permits or otherwise howsoever makes such Trustee available to carry out management or other services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust or the Corporate Entity unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.16) in support of that appointment on those terms. However a Trustee may be employed by an incorporated or unincorporated entity they do not control, manage or the like to provide a service to that entity while it is providing services to the Trust or Corporate Entity.”</p>



Amendment 3 continued:

Te Pātaka a Ngāti Koata Trust Deed, clause 4.19 (c) – page 12 'Management of the Trust – General'	
<b>Current</b>	Wording of the current clause:
	<p>“The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust as they see fit where that incorporated or unincorporated entity does not directly or indirectly procure, cause or permit or otherwise howsoever make a Trustee or employee available to carry out management, employee or director services. Voting shall be on a majority basis.”</p>
<b>Proposed</b>	Wording for the proposed clause:
	<p>“The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust, or to any Corporate Entity. In any case where the entity is controlled or managed by a Trustee or directly or indirectly procures, causes, permits or otherwise howsoever makes such Trustee available to carry out management or other services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust or the Corporate Entity unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.30) in support of that appointment on those terms. However a Trustee may be employed by an incorporated or unincorporated entity they do not control, manage or the like to provide a service to that entity while it is providing services to the Trust or Corporate Entity.”</p>

### Questions

- Why do we need to separate Governance and Management?
- Can the Trust contract services to a company that a Trustee works for or has interests in?
- What is the difference between an employee and a contractor?

### Discussion Points

- Consistency (same in both Deeds)
- Clarification
- Avoidance of doubt

## Proposed amendment 3: Administrative Changes

The Board is asking beneficiaries to approve the following amendments to the Ngāti Koata Trust Deed and the Te Pātaka a Ngāti Koata Trust Deed regarding several Administrative Changes.

These amendments include: Returning Officer, Postal Votes, Custodian Trustee, Settlement Assets, Alignment of Deeds and Unruly Meeting, which will all be dealt with through a single resolution. The proposed changes are:

### **Returning Officer**

There are a number of proposed amendments to both Deeds regarding the Returning Officer.

‘Definitions’ sections of both Deeds	
<b>Proposed</b>	The proposed new clause:
	<p>“<b>Returning Officer</b> means any professional person or corporate entity that is appointed by the Trust to independently verify the results of:</p> <ul style="list-style-type: none"> <li>a) An election held pursuant to Schedule 1 of this Deed; and</li> <li>b) Any other vote of the Adult Members.”</li> </ul>
	<b>Purpose</b>
	To provide a clear definition of the role of a Returning Officer that is not currently given in either Deed.

Schedule 1, ‘Part B (All Votes)’ of both the Ngāti Koata Trust (page 34) and Te Pātaka a Ngāti Koata Trust (page 48) Deeds	
<b>Proposed</b>	The proposed new clause:
	<p>“The Trustees shall appoint a person or election services provider to act as the Returning Officer for the purpose of elections held under this Schedule, provided however that the Returning Officer shall not be a Trustee, a nominee, an employee of the Trust, or a Member.</p> <p>The Returning Officer shall be responsible for receiving and counting all votes cast in an election held under this Schedule.</p> <p>The Trustees may appoint up to two (2) Returning Officer Assistants to assist the Returning Officer with his or her task.”</p>
	<b>Purpose</b>
	To allow the Trusts to appoint an election services provider that is clear and consistent.

**Schedule 1, 'Part B (All Votes)' of both the Ngāti Koata Trust (page 34) and  
Te Pātaka a Ngāti Koata Trust (page 48) Deeds**

Insert the following two new clauses at the end of Part A:

**“Counting of votes**

On completion of the voting in an election, the Returning Officer shall:

- (a) reject as informal:
  - (i) any vote for which there is reasonable cause to believe that the Voting Paper was not prepared by the Trust for the purposes of the election; and
  - (ii) any vote that does not clearly indicate the nominee for which the voter intended to vote;

provided that no vote shall be rejected as informal by reason of some informality in the manner in which it was dealt with by the voter if the vote is otherwise regular and if, in the opinion of the Trust, the intention of the voter is clearly indicated;
- (b) then:
  - (i) count the number of votes cast in an election received for each nominee; and
  - (ii) count the number of votes rejected as informal;
- (c) determine the number of highest polling nominees required to fill all vacancies in the office of Trustee and declare those highest polling nominees as duly elected Trustees; and
- (d) determine the two next highest polling nominees and declare them as duly elected Alternates; and
- (e) where there is an equality of votes in an election such that the number of highest polling nominees required to fill all vacancies in the office of Trustee cannot be determined, and where the nominees so tied cannot agree amongst themselves who shall be elected as Trustee, the Chairperson or Deputy Chairperson or other officeholder of the Trust, who is not one of the nominees, shall draw lots to determine who is to be elected as Trustee.

**Election Results to be Notified**

- (a) Within 5 Working Days of the closing date for voting, the Returning Officer shall provide the Trustees with a report of the final results of the election, including the number of votes received for each nominee and the number of votes rejected as informal.
- (b) Within 10 Working Days of the Trustees receiving the report from the Returning Officer, the Trustees shall notify Members of the results of an election through the website maintained from time to time by the Trustees declaring the names of the nominees who sought election, the number of valid votes received by each nominee and distinguishing the elected Trustees.”

**Purpose**

To provide clear and consistent procedures for the counting of votes.

Proposed

ADMINISTRATIVE CHANGES (voting item)

**Schedule 1, 'Part B (All Votes)' of both the Ngāti Koata Trust (page 34) and Te Pātaka a Ngāti Koata Trust Deeds (page 48)**

Insert the following new clause at the end of Part B:

**"Counting of votes (other than elections)**

On completion of the voting on each resolution at a General Meeting, the Trust shall:

- (a) reject as informal:
  - i. any vote for which there is reasonable cause to believe that it was not prepared by the Trust for the purposes of the General Meeting; and
  - ii. any vote that does not clearly indicate the option for which the voter intended to vote,
 provided that no vote shall be rejected as informal by reason of some informality in the manner in which it was dealt with by the voter if the vote is otherwise regular and if, in the opinion of the Trust, the intention of the voter is clearly indicated;
- (b) then;
  - i. count the number of votes casts in favour of a resolution; and
  - ii. count the number of votes cast against a resolution; and
  - iii. count the number of votes rejected as informal
- (c) determine whether the resolution has been passed or not; and
- (d) notify the Members present at the General Meeting of the outcomes of the vote on the resolution."

Proposed

**Purpose**

To provide clear and consistent procedures for the counting of votes.

**Ngāti Koata Trust Deed, Schedule 1, 'Part B (All Votes)' – page 34**

Wording for the proposed clause:

**"Trustees to comply with procedure**

For the avoidance of doubt the Trustees when undertaking the procedure for voting shall comply with the process that has been publically notified to members of Ngāti Koata and the provisions of this Deed."

Proposed

**Purpose**

This clause is already in the Te Pātaka a Ngāti Koata Trust Deed. To make both Deeds consistent, and to ensure Trustees must comply with correct procedures.

**Ngāti Koata Trust Deed, Schedule 1, Part A, clauses 1 and 2 – page 31**

<b>Current</b>	Wording of the current clause:
	<ol style="list-style-type: none"> <li>1. “Subject to the rule in clause 4.1 of this Deed, the highest polling nominee and nominees eligible for election under clause 2 of this Schedule 1 shall be elected as Trustee/s.</li> <li>2. The next highest polling nominee for election as Trustee under clause 2 of this Schedule 1 shall be elected as an Alternative. Should there not be sufficient nominees to make an appointment of an Alternative, the position shall not be filled.”</li> </ol>
<b>Proposed</b>	Wording for the proposed clause:
	<ol style="list-style-type: none"> <li>1. “Subject to the rule in clause 4.1 of this Deed, in any election, the highest polling nominee and nominees as are required to fill the vacancies in the office of Trustee as created by operation of clause 2 of this Schedule 1, shall be elected as Trustee/s.</li> <li>2. The two next highest polling nominees in any election shall be elected as Alternates for the purposes of clause 4.3 of this Deed. Should there not be sufficient nominees to make an appointment of an Alternate, the position shall not be filled.”</li> </ol>
	<b>Purpose</b>
	Every year at least two Trustees must step down from the Trust board. This new wording recognises that.

## Postal Votes

There are two proposed amendments to both Deeds regarding Postal Votes.

<b>Ngāti Koata Trust Deed Schedule 1, Part A, clause 5 – page 33</b>	
<b>Current</b>	Wording of the current clause:
	<p>“All Adult Member shall be eligible to vote on any resolution required by 7.8 of this Deed or the election of Trustees and any votes cast as per this Schedule 1 shall be received:</p> <p>a. by personal vote (not proxy) at a General Meeting;</p> <p>b. by postal ballot (including fax) and received before 5pm on the day of the General Meeting.”</p>
<b>Proposed</b>	Wording for the proposed clause:
	<p>“All Adult Members shall be eligible to vote on any resolution required by clause 7.8 of this Deed or the election of Trustees. Any votes cast as per this Schedule 1 shall be received:</p> <p>(a) by personal vote (not proxy) at a General Meeting;</p> <p>(b) By postal ballot (including <b>electronic means</b>) and received before 5pm on the day of the General Meeting.”</p>
	<b>Purpose</b>
	To provide for voting by electronic means. This is already in the Te Pātaka a Ngāti Koata Deed.

<b>Ngāti Koata Trust Deed, Schedule 1, Part A, clause 5 (page 33) and Te Pātaka a Ngāti Koata Trust Deed Schedule 1, Part A, clause 16 (page 48)</b>	
<b>Proposed</b>	Insert the following new clause:
	<p>“(c) Timing of postal votes            Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Returning Officer no later than 3 days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.”</p>
	<b>Purpose</b>
	To ensure postal votes can be validated.

## **Custodian Trustee**

There are two amendments to be made to the Ngāti Koata Trust Deed regarding the Custodian Trustee so that it aligns with the Te Pātaka a Ngāti Koata Trust Deed.

<b>1.1 Ngāti Koata Trust Deed, under ‘Definitions’ – page 1</b>	
<b>Proposed</b>	Insert the following new clause:
	“ <b>Custodian Trustee</b> means a trustee that holds legal title to the Trust Assets upon the instructions of the Trustees.”
	<b>Purpose</b>
	The Ngāti Koata Trust Deed currently refers to Custodian Trustee but does not define it.

<b>Ngāti Koata Trust Deed, new clause 4.41 under ‘Appointment and Removal of Custodian Trustee’ - page 15</b>	
<b>Proposed</b>	Insert the following new clause:
	“The Trustees shall inform the Adult Registered Members if a Custodian Trustee is appointed or removed.”
	<b>Purpose</b>
	To align with TPNKT Deed, and to ensure transparency.

### Settlement Assets

There is just one amendment to be made to the Ngāti Koata Trust Deed regarding the definition of Settlement Assets, to include settlement assets received by the Trust from the Crown.

Ngāti Koata Trust Deed', under 'Definitions' – page 1	
Current	Wording of the current clause:
	“ <b>Settlement Assets</b> has the same meaning as that term in the Māori Commercial Aquaculture Claims Settlement Act 2004”.
Proposed	Wording for the proposed clause:
	“ <b>Settlement Assets</b> means:
	(a) Settlements Assets as defined in the Māori Commercial Aquaculture Claims Settlement Act 2004; and (b) Treaty Settlement Assets.
	<b>Treaty Settlement Assets</b> means all Treaty of Waitangi settlement assets and all assets received from the Crown under the Deed of Settlement.”
<b>Purpose</b>	
To ensure other settlement assets from the Crown are included.	

### Unruly Meetings

There is one amendment to the Ngāti Koata Trust Deed regarding the process for unruly General Meetings. This also aligns with clauses 8.13-14 of the Te Pātaka a Ngāti Koata Trust Deed.

Ngāti Koata Trust Deed, new clause	
Proposed	Insert the following new clause:
	<p><b>“Unruly Meeting</b></p> <p>The Chairperson may consider that if the Trustees in attendance have lost control of an Annual General Meeting or Special Meeting, then a “Snap Vote” shall be called by which the Trustees in attendance shall vote by show of hands whether the meeting shall be adjourned.</p> <p>If a majority agreement is reached by Snap Vote that the meeting shall be adjourned, then the Chairperson may adjourn the meeting prior to all of the agenda items being discussed. If a Chairperson adjourns a meeting it shall remain adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine.”</p>
	<b>Purpose</b>
	Define roles and responsibilities, and align with the Te Pātaka a Ngāti Koata Trust Deed.



## Alignment of Deeds

There are nine amendments to be made to the Ngāti Koata Trust Deed to align it with the Te Pātaka a Ngāti Koata Trust Deed.

1.

Ngāti Koata Trust Deed
Insert macrons in “Ngāti” and “Māori” throughout both Deeds wherever it appears.

2.

Ngāti Koata Trust Deed
Replace “Trust Fund” to “Trust Assets” throughout the Ngāti Koata Trust Deed wherever it appears.

3.

Ngāti Koata Trust Deed, under ‘Appointment and Powers of Trustees, and Management of the Trust’ - page 8	
Proposed	Insert the following new clause:
	<p><b>“Term</b></p> <p>Subject to clause 4.7 retiring Trustees are eligible for re-election for one further term (totaling two terms consecutively) and upon completion of the second term shall be required to stand down from election at the next General Meeting called for the purposes of holding elections, the Trustee shall be required to stand down for one calendar year, after which the retired trustee shall be entitled to stand for election in accordance with the provisions of this Deed.</p> <p>In extraordinary circumstances where the Trustees believe that a Trustee is needed to complete a further third term the Trustees may put that Trustee forward as a nominee for re-election. The basis or bases for that person’s nomination must however be set out in writing with the nomination and must be approved by special resolution of the Trustees. However, even in extraordinary circumstances, no Trustee can be nominated for more than a third consecutive term. That Trustee shall be required to stand down for one calendar year, after which the retired Trustee shall be entitled to stand for election in accordance with the provisions of this Deed.”</p>
	<p><b>Purpose</b></p> <p>To amend the Ngāti Koata Trust Deed to clarify that a Trustee may serve a maximum of two terms to align with Te Pātaka a Ngāti Koata Trust Deed.</p>

4.

Ngāti Koata Trust Deed, clause 9 under 'Notice to Members of Ngāti Koata' - page 24	
Current	Wording of the current clause:
	<p>“Where elections are to be held at a General Meeting or Special General Meeting the following notice shall be given for nominations:</p> <p>(a) Nominations are to be called not less than 30 working days prior to the General Meeting; and</p> <p>(b) Valid nominations must be received at the office of the Trust no later than 10 working days before the General Meeting at which the election of trustees is to be held.”</p>
Proposed	Wording for the proposed sub clauses:
	<p>(a) “Nominations are to be called not less than <b>40</b> working days prior to the General Meeting; and</p> <p>(b) Valid nominations must be received at the office of the Trust no later than <b>25</b> working days before the General Meeting at which the election of trustees is to be held.”</p>
	<b>Purpose</b>
To align with Te Pātaka a Ngāti Koata Trust Deed	

5.

Ngāti Koata Trust Deed, clause 4.3, 'Election of Alternates' - page 8	
Current	Wording of the current clause:
	<p>4.3 “Two (2) Adult Registered Members of Ngāti Koata (not having been elected Trustees) shall be elected Alternates in accordance with Schedule 1 of this Deed to represent the interests of all Iwi Members should a Trustee for any reason be unable to perform their duties as Trustee.”</p>
Proposed	Wording for the proposed clause:
	<p>4.3 “Two (2) Adult Registered Members of Ngāti Koata (not having been elected Trustees) shall be elected Alternates in accordance with Schedule 1 of this Deed to represent the interests of all Iwi Members should a Trustee for any reason be unable to perform their duties as Trustee. <b>The two Alternates will be the next two highest polling Trustee nominees.</b>”</p>
	<b>Purpose</b>
To clarify that the two Alternates Trustees will be the two next highest polling candidates.	

6.

Ngāti Koata Trust Deed, under 'Definitions' – page 3	
Current	Wording of the current clause:
	<p><b>“Public Notice</b> means a notice-</p> <p>(a) Is published in a newspaper generally circulating in the relevant area or areas; and</p> <p>(b) May also be published by p</p> <p>(c) complies with Kaupapa 8 of Schedule 1.”</p>
Proposed	Wording for the proposed sub clause:
	(c) “complies with Kaupapa 4 of Schedule 7 of the Act.”
	<b>Purpose</b>
	Corrects an error not picked up at the time the Deed was prepared.

7.

Deed, under 'Definitions' – page 3	
Current	Wording of the current clause:
	<p><b>“Private Notice</b> means a notice-</p> <p>(a) sent by any means that is private to the recipient; and</p> <p>(b) complies with Kaupapa 8 of Schedule 1.”</p>
Proposed	Wording for the proposed sub clause:
	(b) “complies with Kaupapa 4 of Schedule 7 of the Act.”
	<b>Purpose</b>
	Corrects an error not picked up at the time the Deed was prepared.

8.

Ngāti Koata Trust Deed, under 'Interests in common with Iwi/Hapu/Whanau' - page 13	
Proposed	Insert the following new clauses:
	<p>“A Trustee will not be an interested Trustee simply for the reason of being a Trustee also on Te Pātaka a Ngāti Koata Trust.</p> <p>In the event of a dispute as to whether a Trustee is an interested party, the matter shall be decided by the Chairperson. Where the alleged interested party is the Chairperson, the existence of an interest shall be determined by the deputy Chairperson or suitably delegated individual(s) authority.”</p>
	<b>Purpose</b>
	To clarify where a Trustee does not have a conflict of interest, and sits alongside clause 4.49 of the Te Pātaka a Ngāti Koata Trust Deed.

9a.

Ngāti Koata Trust Deed, clause 4.36, 'Recording of Interest' - page 14	
<b>Current</b>	Wording of the current clause:
	<p>4.36 “A disclosure of interest by a trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any iwi of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.”</p>
<b>Proposed</b>	Wording for the proposed clause:
	<p>4.36 “A disclosure of interest by a trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other <b>Trustees</b>, the name of any iwi of which he or she is a member, <b>the details of any governance or operational appointments on bodies outside of the Ngāti Koata Trust</b>, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware <b>that could potentially represent a conflict of interest.</b>”</p>
	<b>Purpose</b>
<p>The Ngati Koata Trust Deed it is missing the word "other <u>Trustees</u>" in the fourth line. The additional text in red makes it clear what Trustees must disclose, and makes it consistent with Te Pātaka a Ngāti Koata Trust Deed.</p>	

9b.

<b>Te Pātaka a Ngāti Koata Trust Deed, clause 4.52, 'Recording of Interest' - page 17</b>	
<b>Current</b>	Wording of the current clause:
	<p>4.52 “A disclosure of an interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other Trustees, the name of any iwi of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware that could potentially represent a conflict of interest.”</p>
<b>Proposed</b>	Wording for the proposed clause:
	<p>4.52 “A disclosure of an interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other Trustees, the name of any iwi of which he or she is a member, <b>the details of any governance or operational appointments on bodies outside of the Te Pātaka a Ngāti Koata Trust</b>, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware that could potentially represent a conflict of interest.”</p>
	<b>Purpose</b>
The additional text in red makes it clear what Trustees must disclose, and makes it consistent with the Ngāti Koata Trust Deed.	

## A. Discussion Points only

### Whāngai

The Board seeks your views on the registration of whāngai.

The Māori Fisheries Act 2004 requires Ngāti Koata Trust to state in its Deed what the rights of whāngai are.

#### What the Ngāti Koata Trust Deed currently says:

##### Interpretations & Definitions – page 3

Members of Ngāti Koata means persons who affiliate to Ngāti Koata through descent from a primary ancestor of Ngāti Koata.

##### Ngāti Koata Trust clause 5.6 (d) (ii) – page 17

The Membership Committee will “determine the Tikanga of Ngāti Koata by which Whāngai are to affiliate to Ngāti Koata by descent from a primary ancestor of Ngāti Koata”.

#### Explanation

These two definitions are contradictory and confusing. A consistent definition is required.

#### Questions

- Do you think whāngai should be included in the definition of ‘Member of Ngāti Koata’, if it is consistent with Ngāti Koata tikanga?
- What is the Ngāti Koata tikanga in relation to whāngai?

#### Discussion Points:

- Whāngai (tikanga tuku iho) / Adoption (tikanga pepa)
- Whāngai from outside or from within Ngāti Koata

**(Please note:** This discussion is in relation to the **Ngāti Koata Trust Deed ONLY**. It is not intended for private whanau interests, which are entirely outside the scope of this discussion.)

## Trusteeship

The Board seeks your views on the Removal of Trustees.

Amendments will need to be made to both Deeds to strengthen the grounds on which a Trustee may be removed.

### What the Ngāti Koata Trust Deed currently says:

#### Cessation of office of Trustee

Ngāti Koata Trust clause 4.6 – page 8

Any person shall cease to be a Trustee if he or she:

- a) Shall have been in office for more than three years since his or her election; or
- b) Resigns as a Trustee by giving notice in writing to the Trust; or
- c) Fails or neglects to attend three consecutive meetings without leave or absence; or
- d) Becomes of unsound mind under the Protection of Personal and Property Rights Act 1988; or
- e) Is or becomes a bankrupt; or
- f) Convicted of an offence involving dishonesty
- g) Dies

### Currently, there is no provision in either Deed regarding the removal of a Trustee if:

- He or she is removed by a Court Order
- He or she are the subject of a Compulsory Treatment Order under the Mental Health (Compulsory Assessment and Treatment) Act 1992
- He or she is the subject of a Special Resolution to be removed as Trustee at a Special/Annual General Meeting

### Questions

- Should these three provisions be included in the Deeds?
- Are there any other provisions that could or should be added?
- What powers do beneficiaries have in removing a Trustee if the Special Resolution clause is not added?

## **Special Resolution – Removal of a Trustee**

If a clause is added to the Ngāti Koata Trust Deed that Trustees may be removed by Special Resolution, the Deed will need to define it.

### **Ngāti Koata Trust Deed**

#### **Special Resolution**

Ngāti Koata Trust clause 7.8 – *page 21*

The Ngāti Koata Trust Deed does not have a specific clause for Special Resolutions relating to the removal of Trustees. It should outline:

- What is a majority?
- Who is entitled to vote?
- When can a Special Resolution vote occur?

### **Questions**

- Should the removal of a Trustee require a majority of over 50% or 75%?
- What is the difference between a Special Resolution and a Vote of No Confidence?
- Who can make a Special Resolution?

### **Discussion Points:**

- Internal process vs Court process
- Strengthens the Code of Conduct