

Parties

THE RIGHT HONOURABLE HELEN CLARK

WIHAPI TE AMOHAU WINIATA

BRUCE ANDERSON

GRAHAME HALL

(Trustees)

PUKAKI TRUST

PUKAKI TRUST

Date: 13th November 2001

TO ALL TO WHOM THESE PRESENTS SHALL COME, we

THE RIGHT HONOURABLE HELEN CLARK (the Minister responsible for Culture and Heritage),

WIHAPI TE AMOHAU WINIATA (the representative of the people of Ngati Whakaue),

BRUCE ANDERSON (the Chairperson of the Auckland Museum Trust Board), and

GRAHAME HALL (the Mayor of the Rotorua District Council)

being the trustees for the time being of the Trust Fund constituted by this deed ("the Trustees") **SEND GREETING:**

BACKGROUND

- A. Ngati Whakaue originally intended to gift its ancestor Pukaki to the Crown in 1877 to symbolise agreement between the people of Ngati Whakaue and the Crown to the establishment of Rotorua township.
- B. Pukaki was held by the Auckland Museum from 1877 until 2 October 1997.
- C. The people of Ngati Whakaue wished to confirm and complete its gift of Pukaki to the Crown, with the intention that that gift is to recognise and symbolise the partnership of Ngati Whakaue and the Crown achieved through the settlement agreement signed by those parties on 23 September 1993.
- D. By Memorandum of Understanding dated 2 October 1997 and made between Wihapi Te Amohau Winiata, on behalf of the people of Ngati Whakaue, the Honourable Mr Douglas Graham, on behalf of the Crown, Mr Peter Menzies, on behalf of the Auckland Museum Trust Board and His Worship Mr Grahame Hall, on behalf of the District of Rotorua, it was agreed that :
 - the gift and transfer of ownership of Pukaki be confirmed and completed at a ceremony to be held at Rotorua on 2 October 1997;

- responsibility for the care, protection and maintenance of Pukaki prior to 2 October 1997 would be the responsibility of the Auckland Museum Trust Board, but from 2 October 1997 would be assumed by the Rotorua District Council; and
- a trust called the Pukaki Trust, would be established by the parties to the Memorandum of Understanding by 2 November 1997.
- the trustees of the Pukaki Trust would be:
 - one Crown representative (as appointed by the Minister in Charge of Treaty of Waitangi Negotiations), as Chairperson;
 - One Ngati Whakaue representative;
 - One Auckland Museum Trust Board representative; and
 - One Rotorua District Council representative.
- The Pukaki Trust will act as guardians of Pukaki in accordance with the trust deed, the terms of which are to be agreed by the parties to the Memorandum of Understanding.

- E. At a ceremony held at Rotorua on 2 October 1997, Ngati Whakaue confirmed and completed the gifting and transfer of ownership of Pukaki to the Crown.
- F. The parties to the Memorandum of Understanding have agreed on the terms of the trust to be established by this deed.
- G. The Minister in Charge of Treaty of Waitangi Negotiations has appointed, as the Crown representative, the Minister responsible for Culture and Heritage.
- H. The remaining representative bodies referred to in Background D above (Ngati Whakaue, Auckland Museum Trust Board, and the Rotorua District Council) have also now each nominated persons to be trustees of the Pukaki Trust.
- I. The Trustees are to hold the assets of the Trust upon the trusts and with the powers set out in this deed.

NOW THIS DEED RECORDS:

1 DEFINITIONS AND CONSTRUCTION

1.1 Defined Terms

In this deed, unless the context requires otherwise:

Balance Date means 30 June in each year;

Income Year means any year ending on a Balance Date;

Pukaki means the carving which depicts Ngati Whakae's ancestor Pukaki, and which at the date of this deed is housed at the Rotorua District Council Chambers;

Related Person for the purposes of *clause 10.4* and in relation to any business to which section CB4(1)(e) of the Income Tax Act 1994 applies, means a person specified in paragraphs (i) to (iv) of the 2nd proviso to that section, the persons currently specified being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- (d) that person, where he or she and the settlor, trustee, shareholder or director already mentioned in this definition, are associated persons for the purposes of the Income Tax Act 1994;

Teleconference Meeting for the purposes of rule 16 in the *Second Schedule* means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication;

Trust means the charitable trust created by this deed;

Trust Deed when appearing in the rules set out in the *Second Schedule*, means this deed;

Trust Fund includes any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trustees after this

deed has been signed with the intention that it be held by the Trustees subject to the trusts and other provisions set out in this deed.

1.2 Construction

In the construction of this deed, unless the context requires otherwise:

- 1.2.1 a reference to the "Rotorua District Council" is a reference to the members of that Council for the time being;
- 1.2.2 a reference to "Trustees" is a reference to the trustees for the time being of the Trust Fund, whether original, additional or substituted;
- 1.2.3 a reference to an enactment is a reference to that enactment as amended, or to any enactment that has been substituted for that enactment;
- 1.2.4 the schedules form part of this deed;
- 1.2.5 headings appear as a matter of convenience and shall not affect the construction of this deed;
- 1.2.6 if there is a conflict between the rules and the other provisions of this deed the other provisions of this deed shall prevail.

2 CREATION OF THE TRUST

2.1 Declaration of trust

The Trustees declare that the Trustees shall hold the Trust Fund upon the trusts and with the powers set out in this deed.

2.2 Name of trusts

The trusts created by this deed are to be known as the "Pukaki Trust" or by such other name as the Trustees may determine by resolution from time to time.

3 PURPOSE

The Trust is established to provide within New Zealand for the care, conservation and custody of Pukaki on behalf of the Crown.

4 INCOME TRUSTS

4.1 Power to pay, apply or appropriate income

The Trustees may pay, apply or appropriate, or decide to pay, apply or appropriate as much of the income arising from the Trust Fund in an Income Year as they think fit for or towards the purpose of the Trust.

4.2 Provisions relating to payments, applications and appropriations of income

4.2.1 The Trustees, by written resolution, may appropriate any investments for the purpose of the Trust in anticipation of a payment or application under *clause 4.1*.

4.2.2 If the Trustees appropriate any income for the purpose of the Trust the recipient of that income shall take an absolute and indefeasible interest in that income as from the date on which it is appropriated.

4.3 Power to retain income

The Trustees need not distribute all of the income arising from the Trust Fund in an Income Year, but may retain or decide to retain all or part of that income to establish or augment any reserve fund, which may be used at any later time for the purpose for which income arising from the Trust Fund may be used.

5 CAPITAL TRUSTS

At any time the Trustees may, or may decide to pay, apply or appropriate as much of the capital of the Trust Fund as they think fit for or towards the purpose of the Trust. Any payment, application or appropriation of capital may be made either in addition to or in place of any payment, application or appropriation of income.

6 DUTIES OF TRUSTEES

The duties of the Trustees (in addition to, but not to the exclusion of, any other duties imposed by statute or law) include:

- 6.1 monitoring the care, conservation and custody of Pukaki and the environment in which Pukaki is housed;
- 6.2 ensuring that, during the term of this trust, Pukaki is housed either in the Rotorua District Chambers or in the Rotorua Museum or to such other place as all the Trustees agree;

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- 6.3 obtaining, as soon as reasonably practicable after the signing of this deed, an initial report on the status and condition of Pukaki including a report of a professional conservator on the physical condition of Pukaki, with proposals for conservation treatment, including a report on the need for insurance arrangements and a security report;
- 6.4 after the initial report has been obtained by the Trustees, arranging thereafter for regular inspection and report to be carried out on Pukaki in accordance with the advice of the professional conservator;
- 6.5 ensuring that the people of Ngati Whakaue, as spiritual guardians of Pukaki, are consulted and that the approval of Ngati Whakaue is obtained for such matters as the making, or reproduction of, any kind of images of Pukaki, the permanent or semi-permanent removal of Pukaki from the Rotorua area (including the exhibition of Pukaki at museums and other institutions), and any other uses of Pukaki;
- 6.6 consulting with, taking, and acting on the advice of the professional conservator;
- 6.7 ensuring that, after the end of each Income Year an annual report is prepared on the affairs of the Trust during the accounting period ending at the end of that Income Year, which includes financial statements prepared in accordance with generally accepted accounting practice;
- 6.8 ensuring that the financial statements of the Trust for each Income Year are audited by a chartered accountant in public practice within four calendar months of that Income Year. The person appointed by the Trustees as auditor must not be a Trustee;
- 6.9 forwarding, in each year and no later than four months after the close of the Income Year, a copy of the annual report and the audited financial statements to :
- 6.9.1 The Minister responsible for Culture and Heritage;
 - 6.9.2 The representative of the people of Ngati Whakaue;
 - 6.9.3 The Auckland Museum Trust Board; and
 - 6.9.4 The Rotorua District Council.

- 6.10 commissioning, on or about the 10th anniversary of the date of this deed, and on every 10th anniversary thereafter, an independent professional advisor to review and report on the performance of the Trust. Any such report shall address the following matters:
- 6.10.1 An analysis of the extent to which the Trust has achieved the purpose of the Trust as set out in *clause 3*;
 - 6.10.2 An analysis of the financial performance of the Trust to the date of the report, including the identification of funding shortfalls (if any);
 - 6.10.3 The identification of deficiencies (if any) in the administration of the Trust, together with recommendations for improvements that could be made;
 - 6.10.4 A summary of the professional advice (if any) obtained in respect of the preparation of the report.
- 6.11 forwarding a copy of each report prepared in accordance with *clause 6.10* within 10 days of its publication to:
- 6.11.1 The Minister responsible for Culture and Heritage;
 - 6.11.2 The representative of the people of Ngati Whakaue;
 - 6.11.3 The Auckland Museum Trust Board; and
 - 6.11.4 The Rotorua District Council.

7 ROLES OF TRUSTEES

The roles of each of the Trustees shall include:

- 7.1 In the case of the Minister responsible for Culture and Heritage:
- 7.1.1 representing Pukaki on behalf of the Crown;
 - 7.1.2 ensuring that the Crown's fiduciary duty to protect Pukaki for the benefit of all New Zealanders is fulfilled; and
 - 7.1.3 taking reasonable steps to secure adequate funds to enable the trust created by this deed to perform its purpose;

7.2 In the case of the trustee representing the people of Ngati Whakaue:

7.2.1 providing advice to the Trustees on tikanga issues that relate to Pukaki's ongoing care and protection;

7.2.2 providing advice to the Trustees on intellectual property issues concerning information on Pukaki and the use of Pukaki's image in any material; and

7.2.3 providing advice to the Trustees on educational issues to do with Pukaki, or the ancestor Pukaki represents;

7.3 In the case of the trustee appointed by the Auckland Museum Trust Board providing advice to the Trustees on the conservation history of Pukaki;

7.4 In the case of the trustee appointed by the Rotorua District Council, assisting the Trustees with provision of a venue for meetings and general administrative support.

8 RECEIPTS FOR PAYMENTS

The receipt of the secretary, treasurer or other person or persons appearing to the Trustees to be authorised to give receipts on behalf of the recipient of any payment made under the terms of this deed, shall be a complete discharge to the Trustees for that payment.

9 INCORPORATION UNDER THE CHARITABLE TRUSTS ACT 1957

If they consider it appropriate the Trustees may apply under the Charitable Trusts Act 1957 for incorporation as a Board under the name Pukaki Trust, or under such other name approved by the Registrar of Incorporated Societies.

10 GENERAL PROVISIONS

10.1 Alterations to deed

10.1.1 This deed (including the *First Schedule* and *the Second Schedule*) may be altered only by a resolution of all of the Trustees present and voting at a duly convened and conducted meeting of the Trustees.

10.1.2 The secretary of the Trust shall give each Trustee written notice of any proposed resolution for the alteration of this deed at least 14 days before the date of the meeting at which it is to be considered.

10.1.3 *Clauses 3, 10.4, 10.8 and 13* shall not be altered without first obtaining written confirmation from the Commissioner of Inland Revenue that the proposed alteration does not prejudice the charitable nature of the purpose of the Trust.

10.2 Advice of counsel

If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister of the High Court of New Zealand of at least 7 years' standing. They may also act upon the barrister's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister's opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions.

10.3 Dealing with "interested" Trustees

Each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in any other capacity as if he or she had not been appointed as a Trustee. This right to continue to act as a Trustee shall apply even though a Trustee's interest or duty in a particular matter may conflict with his or her duty to the beneficiaries of the Trust Fund.

10.4 Prohibition of benefit or advantage in business activity

In the carrying on of any business under this deed no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able in any way (whether directly or indirectly) to determine, or to materially influence the determination of:

10.4.1 the nature or amount of that benefit, advantage or income; or

10.4.2 the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

10.5 Liability of Trustees

A Trustee shall be liable only for any loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which

he or she knows to be a breach of trust. In particular, no Trustee shall be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.

10.6 Indemnity

Any Trustee, officer or employee of the Trust shall be indemnified out of the assets of the Trust against any liability which he or she incurs in successfully defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust.

10.7 Charges

If any of the Trustees is engaged in a profession or business that Trustee may charge fees for work done by the Trustee or that Trustee's firm (whether or not the work is of a professional or business nature) on the same basis as if that Trustee were not one of the Trustees but employed to carry out the work on their behalf.

10.8 Reimbursement of Expenses

Each Trustee shall be entitled to be reimbursed out of the assets of the Trust for all reasonable expenses which he or she properly incurs in administering the Trust.

11 TRUSTEES' POWERS

11.1 General power

Subject to *clause 11.3*, it is intended that in the exercise of their discretion the Trustees shall have the fullest possible powers in relation to the Trust Fund, and that they may do anything they think necessary, expedient or desirable even though it is something which they would not normally have power to do in the absence of an express power or an order of the Court.

11.2 Specific powers

Without prejudice to the generality of *clause 11.1*, or to any of the Trustees' express or implied powers (but subject always to *clause 11.3*), the Trustees shall have the powers specified in the *First Schedule* and may exercise them either alone or with any other person(s).

11.3 Restrictions on Exercise of General and Specific Powers

The Trustees shall not have the power to:

- 11.3.1 do anything which may prejudice the charitable nature of the purpose of the Trust; or

11.3.2 sell, transfer the ownership of, or otherwise dispose, or agree to sell, transfer the ownership of, or otherwise dispose, of Pukaki or any interest in Pukaki (without restricting the power of the Trustees to transfer the possession of Pukaki to third parties (either gratuitously or for reward), subject to the Trustees' duty to consult and obtain approval in the circumstances set out in *clause 6.5*); or

11.3.3 raise money or agree to raise money on the security of Pukaki or any interest in Pukaki by way of mortgage or otherwise.

12 RULES

The rules (with any valid alterations) set out in the *Second Schedule* which govern the appointment, retirement and proceedings of the Trustees subject to the provisions of this deed, will bind the Trustees both before and after their incorporation as a Board under the Charitable Trusts Act 1957.

13 DISPOSITION OF SURPLUS ASSETS

On the winding up of the Trust Fund or its dissolution by the Registrar of Incorporated Societies, all surplus assets after the payment of costs, debts and liabilities shall be given to such exclusively charitable organisation within New Zealand as the Trustees decide, or if the Trustees are unable to make such a decision, shall be disposed of in accordance with the directions of the High Court pursuant to section 27 of the Charitable Trusts Act 1957.

Signed by HELEN CLARK

Name:

Occupation:

Address:

John Lynd
Associate Minister
Arts, Culture & Heritage.
13/11/01.

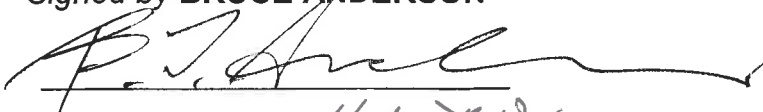
Signed by **WIHAPI TE AMOHAU WINIATA**



in the presence of: *Martin H. Williams*
Kaitiaki Māori 13/11/01
Ministry for Culture & Heritage

Name: **WIHAPI TE AMOHAU WINIATA**
Occupation: **KAIMĀTUA - NGATI WHAKAUE**
Address:

Signed by **BRUCE ANDERSON**



in the presence of: *Martin H. Williams*
Kaitiaki Māori 13/11/01
Ministry for Culture & Heritage

Name: **BRUCE ANDERSON**
Occupation: **COUNCIL - AUCKLAND WAR MEMORIAL**
Address:

Signed by **GRAHAME HALL**



in the presence of: *Martin H. Williams*
Kaitiaki Māori 13/11/01
Ministry for Culture & Heritage

Name: **GRAHAME HALL**
Occupation: **MAYOR OF ROTORUA**
Address:

FIRST SCHEDULE: TRUSTEES' SPECIFIC POWERS

The Trustees have power:

1 To maintain property

To maintain, manage and improve property necessary for the care, conservation and custody of Pukaki, in whatever manner the Trustees think fit. For those purposes, the Trustees may pay and apply any of the capital and income of the Trust Fund as they think fit.

2 To raise funds

To raise money for the purpose of the Trust by all lawful means, including the conduct of fundraising campaigns.

3 To invest

To invest the Trust Fund and the income from it in any form of investment, and to vary any such investment from time to time. Where, for the time being, there is more than one person acting as a trustee of the Trust Fund, and one or more, but not all, of them is or are engaged in a profession, employment or business which is or includes acting as a trustee or investing money on behalf of others, then in exercising any power of investment, that trustee or those trustees (as the case may be) shall not be required to exercise the care, diligence and skill that a prudent person engaged in that profession, employment or business would exercise in managing the affairs of others. Rather, that trustee or those trustees (as the case may be) shall be required only to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

4 To retain investments

To retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper, even if they are not investments which could be properly made by a trustee.

5 To sell

To sell any real or personal property forming part of the Trust Fund (except Pukaki) in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on loan with or without security or to be payable by instalments.

6 To purchase property

To purchase as an asset of the Trust Fund any property or interest in property which the Trustees consider is necessary for the conservation of Pukaki. In exercising this power the Trustees shall not be taken to be exercising a power of investment.

7 Capital, income and blended funds

To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund.

8 Depreciation or replacement funds

To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion:

8.1 the amount of income to be credited from time to time to any of those funds;

8.2 whether those funds are income or capital.

9 Bank accounts

To open any bank accounts in any name(s) on the Trustees' own behalf. The Trustees may also make arrangements with any bank for two persons to operate on any of the Trustees' accounts at that bank, such persons being either:

9.1 Two of the Trustees; or

9.2 One of the Trustees and one delegate named in writing by all the Trustees; or

9.3 Two delegates named in writing by all the Trustees.

10 To insure

To insure insurable property to any amount up to its full insurable value, or at the Trustees' option, up to its full replacement value, against destruction or damage by fire, earthquake, fire following earthquake and such other risks as the Trustees think fit. The Trustees may pay the premiums out of income or capital as they think fit.

11 To protect or enhance assets

To enter into any type of contract whatever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.

12 Employment of agents

The Trustees may, instead of acting personally, employ and pay any agents, including conservators, valuers, solicitors, accountants, banks, auditors and other persons to transact any business or do any act required to be transacted or done in the execution of the trust or the administration of trust property, including the receipt and payment of money, and the keeping and audit of trust accounts. Such agents shall be entitled to be allowed and paid all fair and reasonable charges and expenses so incurred. The Trustees shall not be responsible for the default of any such agent if that agent was employed in good faith.

13 Appointment of secretary and others

The Trustees may appoint a secretary and any other officers or employees that the affairs of the Trust may require on such terms and conditions as they think fit. The Trustees may also remove and replace any persons so appointed.

SECOND SCHEDULE: RULES GOVERNING THE APPOINTMENT, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES

PART I - CONSTITUTION OF THE TRUSTEES

1 The Trustees

1.1 The number of Trustees shall be four and comprise :

1.1.1 The Minister responsible for Culture and Heritage;

1.1.2 One person representing the people of Ngati Whakaue;

1.1.3 One person who shall be appointed by the Auckland
Museum Trust Board; and

1.1.4 One person who shall be appointed by the Rotorua District
Council.

1.2 The appointment of the Minister responsible for Culture and
Heritage is an ex officio appointment;

1.3 Each appointing person, entity or group referred to in rule 1.1.2,
1.1.3 or 1.1.4 shall have the right to remove the Trustee he, she,
they or it had appointed.

2 Term of office

Subject to rule 4, a Trustee appointed under rule 1.1.2, 1.1.3 or 1.1.4
shall hold office for a term not exceeding three years from the date of
appointment. Unless a Trustee is a Trustee whose office has been
terminated by virtue of any of the provisions of rules 4.4 to 4.10 inclusive,
a Trustee shall be eligible for re-appointment for a further term or terms.

3 Quorum

Three Trustees shall constitute a quorum at meetings of the Trustees.

4 Termination of office

A Trustee shall cease to hold office if he or she:

4.1 dies; or

4.2 retires from office by giving written notice to the Trustees or the
secretary of the Trust; or

- 4.3 is a Trustee appointed under rule 1.1.2, 1.1.3 or 1.1.4, completes his or her term of office and is not reappointed;
- 4.4 is removed from office by his or her appointing person, group or entity; or
- 4.5 refuses to act;
- 4.6 is absent without leave from 3 consecutive ordinary meetings of the Trustees;
- 4.7 becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, expressed in a resolution, he or she is unable to perform the duties of a Trustee properly;
- 4.8 becomes bankrupt or makes any composition or arrangement with his or her creditors;
- 4.9 is convicted of an indictable offence; or
- 4.10 in the opinion of the other Trustees expressed in a resolution, is for any other reason unfit to carry out the duties of a Trustee.

5 Extraordinary Vacancies

If any Trustee appointed under rule 1.1.2, 1.1.3 or 1.1.4 dies, resigns or ceases to hold office during his or her three-year term, his or her office shall become vacant and the vacancy shall be deemed to be an extraordinary vacancy. In the case of an extraordinary vacancy, the appointing person, entity or group of the Trustee who has so died, resigned or ceased to hold office shall forthwith appoint some fit person to be a trustee for the residue of the term of the vacating trustee.

6 Record of changes of Trustees

Upon every appointment, retirement, re-appointment or termination of office of any Trustee, the Trustees will ensure that an entry is made in the minute book of the Trust to that effect and that any statutory requirements as to the vesting of the Trust Fund in the Trustees are satisfied.

7 Validity of Proceedings

Where, for any reason, a Trustee is not properly appointed or is disqualified from holding office, anything done by that Trustee (or by a meeting at which he or she was present as a Trustee) before discovery of

the irregularity, shall be as valid as if that Trustee had been duly appointed or had not been disqualified (as the case may be).

PART II - ADMINISTRATIVE PROVISIONS

8 Ordinary meetings

The Trustees shall meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust, but in any event at least once in each Income Year.

9 Special meetings

Three or more Trustees may call a special meeting at any time.

10 Notice of meetings

10.1 Written notice of every ordinary or special meeting, shall be either hand-delivered, posted or sent by facsimile to each Trustee at least 7 days before the date of the meeting. The secretary or some other person acting under the direction of the Trustees or, in the case of a special meeting, acting under the direction of those Trustees calling the meeting, shall give the notice of the meeting. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

10.2 Every notice of a meeting shall state the place, day and time of the meeting, and in the case of a notice of a special meeting, shall also state the subject-matter of the meeting.

10.3 The requirement for notice of a meeting may be waived if all of those Trustees who are for the time being in New Zealand give their written consent to such a waiver.

11 Trustees may authorise representative to attend meeting and exercise powers

Each of the Trustees may authorise such individual as that Trustee thinks fit to act as that Trustee's representative at all or any meetings of the Trustees, and any individual so authorised shall be entitled to exercise the same powers on behalf of that Trustee as the Trustee could exercise if present in person at the meeting or meetings.

12 Chairperson

The Minister responsible for Culture and Heritage shall be the chairperson of all the meetings of the Trustees and shall have a casting

as well as a deliberative vote. If the chairperson cannot be present, or is not present within 10 minutes of the time appointed for any meeting, the Trustees present shall elect one of their number to be chairperson of the meeting.

13 Adjournment

If a quorum is not present within 30 minutes after the time appointed for any meeting, the Trustee or Trustees present may adjourn the meeting. The chairperson may adjourn any meeting on the adoption of a resolution for its adjournment.

14 Resolutions

14.1 Except where these rules or the Trust Deed provide otherwise, a resolution is validly made when it is passed by a simple majority of those present and voting at a duly convened and conducted meeting of the Trustees.

14.2 Where the subject of the vote is to move that Pukaki be removed temporarily or permanently from the Rotorua area, any resolution of the Trustees must be unanimous.

14.3 The Trustees may vary or cancel any resolution at an ordinary or special meeting.

14.4 A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees.

15 Minutes

15.1 The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.

15.2 Any minute of the proceedings at a meeting which is purported to be signed by the chairperson of that meeting or by the chairperson of the next succeeding meeting shall be evidence of those proceedings.

15.3 Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

16 Teleconference Meetings

For the purposes of these rules a Teleconference Meeting between a number of Trustees who constitute a quorum, together with the secretary or another person acting as a secretary, shall be deemed to constitute a meeting of the Trustees. All the provisions in these rules relating to meetings shall apply to Teleconference Meetings so long as the following conditions are met:

- 16.1 All of the Trustees for the time being entitled to receive notice of a meeting shall be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
- 16.2 Throughout the Teleconference Meeting each participant and the secretary or person acting as a secretary must be able to hear each of the other participants taking part;
- 16.3 At the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- 16.4 A participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the chairperson's express consent;
- 16.5 A minute of the proceedings at the Teleconference Meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the chairperson of that meeting and by the secretary or person acting as a secretary.

17 Control of funds

All money received by or on behalf of the Trust shall be paid immediately to the credit of the Trust in an account or accounts with a Bank or Banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money shall be signed, drawn, accepted, endorsed or otherwise executed (as the case

may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

18 Custody and use of common seal

If the Trustees become incorporated as a board under the Charitable Trusts Act 1957 they shall have custody of the common seal, and from time to time by resolution, they may adopt any seal they think fit. The common seal must not be affixed to any document unless the Trustees have already authorised its use on that document. And when a document is to be sealed on the prior authority of the Trustees the seal must be affixed to the document in the presence of two Trustees who must sign the document.

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