

Te Reo Irirangi o Taranaki Charitable Trust

1. CONSTITUTION

1.0 INTERPRETATION

1.0.1

In this deed:

- i. 'Act' means the Charities Act 2005;
 - ii. 'Objects' means the Objects set out in Section 1.2 of this Constitution;
 - iii. 'Powers' mean the powers set out in Section 2 of this Constitution;
 - iv. 'Iwi' means the mandated Taranaki hapū groupings which are;
 - a) Te Rūnanga o Ngati Tama
 - b) Te Rūnanga o Ngati Mutunga
 - c) Te Kotahitanga o Te Atiawa
 - d) Te Rūnanga o Ngati Maru Taranaki Trust
 - e) Te Kahui o Taranaki Trust
 - f) Te Korowai o Ngaruahine Trust
 - g) Te Rūnanga o Ngati Ruanui Trust
 - h) Te Kahui o Rauru Custodian Trustee Limited
 - v. 'Māori' means the indigenous peoples of Aotearoa, and all their descendants;
 - vi. 'Person' means anybody corporate;
 - vii. 'Rūnanga' means the Board of Trustees constituted by this Deed;
 - viii. 'Kaiwhakahaere' means any Rūnanga officer as outlined in Section 1.6 of this Constitution.
 - viv. 'Trust' means Te Reo Irirangi o Taranaki Charitable Trust;
 - x. 'Trustees' means those members of the Rūnanga appointed by way of written endorsement from their respective Iwi;
 - xi. 'Trust Fund' means the net assets of the Rūnanga
-

1.1 NAME AND REGISTERED OFFICE

The name of the Rūnanga shall be “Te Reo Irirangi o Taranaki Charitable Trust” situated at:

**151 Corōnation Avenue, Welbourn
P.O. Box 4232
New Plymouth**

Trading as Te Korimako o Taranaki

1.2 OBJECTS

1.2.1 The objects of the Rūnanga are to:

- i.** Preserve and enhance te reo me ōna tikanga o Taranaki;
- ii.** Preserve and promote the voice, culture and participation of Māori in Taranaki life;
- iii.** Support, engage, inform and educate the wider community through Māori media;
- iv.** Receive and generate revenue to sustain the aims of the Rūnanga.

1.3 THE RŪNANGA

1.3.1 The Rūnanga shall consist of no less than four Trustees and shall include provision for:

- i.** One representative from each of the Iwi organisations identified in Clause 1.1.iv;
- ii.** Co-opted Trustees may be appointed from time to time to provide specialist advice.

1.4 APPOINTMENT OF TRUSTEES

1.4.1 Iwi Trustees shall be appointed to the Rūnanga by way of written endorsement from their respective Iwi.

1.4.2 Only Iwi Trustees may co-opt and appoint additional Trustees to provide additional expertise to the Rūnanga.

1.5 POWERS OF THE RŪNANGA

1.5.1 Section 2 outlines powers which enable the Rūnanga to: control, lend, invest, borrow, purchase, sell, construct, own, manage, grow, settle, pursue, appropriate, receive, differentiate and account for Trust interests.

1.5.2 Both classes of Trustees (Iwi and co-opted) shall have the right to vote and hold office as Kaiwhakahaere.

1.6 KAIWHAKAHAERE

1.6.1 Kaiwhakahaere shall be elected each year at the Rūnanga Annual General Meeting. Positions include:

- i.** The Tumuaki, who shall:
 - a) Ensure the Rūnanga acts in accordance with the Constitution;
 - b) Act as spokesperson, chairman and co-signatory for the Rūnanga;
 - c) Identify and achieve annual outcomes in co-operation with the Rūnanga;
 - d) Present a written Annual Report outlining the activities and outcomes of the Rūnanga.
- ii.** The Tumuraro, who shall:
 - a) Support the Tumuaki in that role;
 - b) Act as Chairman in the absence of the Tumuaki
 - c) Act as co-signatory for the Rūnanga
- iii.** The Kaituhi, who shall:
 - a) Co-ordinate Rūnanga meetings, draft agendas, minutes, correspondence and be responsible for the notification of Trustees;
 - b) Not need to be a Trustee;
 - c) Ensure the maintenance, accessibility and security of the Rūnanga records.
 - d) Be appointed by the full membership of the Rūnanga
- iv.** The Kaitiaki Pūtea, who shall:
 - a) Approve quarterly and annual finance reports;
 - b) Provide the Rūnanga with sound financial advice;
 - c) Pursue matters pertaining to the finances as directed by the Rūnanga;
 - d) Act as co-signatory for the Rūnanga.

1.7 VACANCY OF OFFICE

1.7.1 The position of a Trustee, or Kaiwhakahaere shall be deemed vacant if the Trustee, or Kaiwhakahaere:

- i.** Is, in the case of an Iwi Trustee, removed from office by way of a written request from their respective Iwi;
- ii.** Is convicted of any indictable offence;
- iii.** Becomes bankrupt or enters into a composition or an assignment for the benefit of his or her creditors;
- iv.** Is mentally disordered within the meaning of the Mental Health Act 1969;
- v.** Is removed from office by the Rūnanga upon a vote of no less than three quarters of the Trustees present at the Special General Meeting called for that specific purpose;
- vi.** In extraordinary circumstances dies or becomes unable to perform his or her duties, notification to the appointing Iwi.
- vii.** Fails to attend three consecutive Rūnanga meetings without prior notice of apology or without good reason automatically disqualifies themselves as a member of the Rūnanga

1.8 MEETINGS OF THE RŪNANGA

1.8.1 General meetings of the Rūnanga shall be held not less than tri-monthly to address the affairs of the Rūnanga.

1.8.2 The Tumuaki or any three Trustees have the right to call an Annual or Special General Meeting of the Rūnanga. At least 14 days written notice shall be given to all Trustees of any Special General or Annual Meeting. Such notice must specify the time, date, and place of the meeting, and the nature of business to be conducted. In the case of the Annual General Meeting, business shall include:

- i.** The Tumuaki Annual Report supported by a Statement of Financial Performance of the Rūnanga, and Statement of Financial Position for the year under review;
- ii.** The appointment of an independent auditor to access the accounts of the current financial year;
- iii.** The audited accounts for the previous financial year of the Rūnanga;

- iv.** The election of Kaiwhakahaere as specified in section 1.6 of this Constitution.

1.8.3 The Tumuaki shall chair all meetings. In the absence of the Tumuaki, the Tumuraro shall chair meetings. In the absence of both Tumuaki and Tumuraro, the Trustees present shall choose one from their number to chair the meeting.

1.8.4 Votes shall be cast with a show of hands. Unless otherwise specified by this Constitution, motions shall be passed by the majority of the Trustees present. In the case of a tied vote, the motion must lapse.

1.8.5 Minutes shall be kept of all meetings ratified, amended or rejected at the following meeting. Ratified minutes shall be signed by the Tumuaki and held as evidence of the Rūnanga activities.

1.9 QUORUM

1.9.1 No business will be transacted at any meeting of the Rūnanga unless there are at least three Iwi representatives present, either in person or by teleconference.

1.9.2 If within twenty minutes from the appointed meeting time a quorum is not present, those Trustees present may adjourn the meeting to the same time, day and venue the following week. If at any adjourned meeting a quorum is still not present within 20 minutes from the appointed meeting time, the Trustees present shall constitute a quorum only if Iwi Trustees are in the majority.

1.10 ALTERING THE CONSTITUTION

1.10.1 Following consultation with Iwi, the Rūnanga may alter any part of this Constitution at any Special General or Annual Meeting in which Trustees have received 14 days written notice of the intended changes. Changes shall be passed by a majority of no less than three quarters of the Trustees present.

1.10.2 No variation will be permitted to the Constitution which will result in the Trust being declared not charitable by the Board of Charities Services or the Commissioner of Inland Revenue.

1.11 LIABILITY & ACTS OF THE TRUSTEES

1.11.1 No Trustee may directly or indirectly benefit from or participate in matters in which that Trustee may have a direct or indirect conflict of interest.

- 1.11.2** No Trustee acting or purporting to act in the interests of the Rūnanga will be liable for any loss not attributed to his or her own dishonesty or negligence.
- 1.11.3** Trustees shall be indemnified out of the Trust Fund for any loss or liability sustained or incurred as a result of conducting business as authorised by this Constitution.

1.12 APPLICATION OF INCOME AND MONEY

- 1.12.1** The income and property of the Rūnanga must be applied solely towards the Objects. This shall not prevent the payment of reasonable remuneration to any Trustee, Kaiwhakahaere or employee of the Rūnanga in return for services actually rendered.
- 1.12.2** For costs approved by the Rūnanga and incurred by the Trustees in conducting Rūnanga business, original receipts shall be necessary for the reimbursement of such costs by the Rūnanga.

1.13 WINDING UP

- 1.13.1** The Rūnanga may be wound up in accordance with Section 31 of the Charities Act 2005. The resolution to wind up shall be passed by a majority of no less than three quarters of the Trustees present.
- 1.13.2** Upon the winding up of the Rūnanga and the settling of all Rūnanga debts and liabilities, all remaining property shall be transferred to a charitable entity or entities of a similar nature determined by the Iwi authorities listed at Clause 1.0.1.iv. No part of the Trust Fund or any income may be distributed to the Trustees on winding up.

2.0 POWERS OF THE RŪNANGA

- 2.0.1** Further to and in accordance with section 1.5 of this Constitution, the Rūnanga shall have the power to:
- a) Advance the Objects in accordance with the Treaty of Waitangi Act 1975, Constitution, The Charities Act 2005 and the Trustee Act 1956;
 - b) Control, administer and manage the property and affairs of the Rūnanga;
 - c) Take whatever legal steps are necessary to achieve the Objects;
 - d) Lend or invest with or without security on terms deemed expedient by the Rūnanga and to guarantee the performance of any contract by any person;
 - e) Borrow at the discretion of and for the purpose of the Rūnanga from any person, any sum of the money with or without security;
 - f) Enter a partnership, association, corporation, joint venture or reciprocal concession with any person,

- including any government or local authority, involved in activities which further the Objects;
- g) Draw, make, accept, endorse, discount, execute and issue promissory notes, bills of lading or exchange, warrants, debenture and other negotiable or transferable instruments;
 - h) Purchase, exchange, hire or otherwise acquire any real or personal property and rights and privileges deemed beneficial to the Objects;
 - i) Improve, manage, develop, mortgage, enfranchise or otherwise deal with all or any real or personal property, rights or associated privileges of the Rūnanga;
 - j) Construct maintain and alter any buildings necessary or beneficial to the Objects;
 - k) Sell, exchange, let on bail or lease (with or without an option to purchase) or in any other way dispose of any real or personal property, rights or associated privileges of the Rūnanga;
 - l) Obtain any court order, regulation, order in council or act of parliament to further the Objects of the Rūnanga; and to oppose any proceedings which may prejudice the Objects;
 - m) Raise funds and receive grants to further the Objects, and to receive and hold, either by way of gift or transfer, any real or personal property;
 - n) Grant scholarships that actively advance the Objects;
 - o) Pay any expense incurred by the incorporation and maintenance of the Constitution;
 - p) Reimburse members of any committee of the Rūnanga for all the travelling and out of pocket expenses incurred by them in their administration of the Rūnanga, subject to the approval of a duly convened meeting of the Rūnanga;
 - q) Appoint managers, agents and professional advisors to further the Objects and remunerate such people as deemed appropriate by the Rūnanga;
 - r) Appropriate by written resolution any money, property or interest in any Object;
 - s) Establish, promote, monitor and safeguard Māori media standards.

2.0.2

Act in a manner consistent with that of kaitiaki for the assets it controls.

- 2.0.3** Act in accordance with the accountability provisions promulgated by the Iwi, (the Constitution).
- 2.0.4** Pursue the improvement of Māori radio communications in Taranaki through expansion of the broadcast footprint and the quality of the content.
- 2.0.5** Respect the rangatiratanga of each of the Iwi.

2.1 ROLE OF THE RŪNANGA

- 2.1.1** The role of the Board of Trustees is 'GOVERNANCE' or 'POLICY' as distinct from management which is the preserve of the paid professional staff.
- 2.1.2** In order for Rūnanga members to effectively fulfil their role they must be familiar with the organisation's policies, plans, priorities and general influences either governmental or public, to be able and prepared to demonstrate this through debate and challenge in Boardroom decision making.