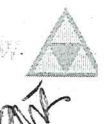


**Trust Deed**  
**establishing**  
**Te Runanga o Ngati Kuia**

**Sharyn Smith**  
**Te One Smith**  
**Waihaere Mason**  
**Gena Moses-Te Kani**  
**Wayne Hemi**  
**Peter Meihana**  
("the Initial Trustees").

**Dated 2 November 2009**



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By

**Sharyn Smith of Havelock, Te One Smith of Nelson, Waihaere Mason of Nelson, Gena Moses-Te Kani of Hamilton, Wayne Hemi of Nelson, Peter Meihana of Blenheim** ("the Initial Trustees").

### **Background**

Ngati Kuia, are Te Tau Ihu's first people. The descendents of Maui, Kupe, and Matuahautere. It was Matuahautere who was brought to this place by the taniwha Kaikaiawaro and it was Matuahautere's people, the Ngati Kuia, who settled the land—Te Hoiere. Ngati Kuia, gave the land a voice and it was the land which gave us a reason to speak. Through generations Ngati Kuia became one with the Ngati Wairangi, the Ngati Kopia, the Ngati Haua, the Ngai Tawake, the Ngati Whakamana, the Ngai Te Heiwi, and the Ngati Tumatakokiri. Ngati Kuia, endured the coming of nga iwi hou and Pakeha and the challenges Ngati Kuia face today are different to those faced by their ancestors yet as tangata whenua the obligations to those ancestors, the land, and those who follow remains. Ngati Kuia are bound by whakapapa and guided by the principles of kotahitanga, whanaungatanga, whangai, and manakitanga and must ensure that the land continues to speak. In doing this the land, as it has always done, will protect and enhance the mana of its first people—Ngati Kuia.

This Trust Deed represents this generations attempt at honouring those who have gone before and provide those still to come with a means by which the wellbeing of Ngati Kuia can be advanced. While outside factors constrain processes for Ngati Kuia, it is hoped that others will appreciate this and continue to develop this necessary tool as and when the need arises.

*(Ngati Kuia Initial Trustees)*

### **Recitals**

- A.** The Initial Trustees are members of Ngati Kuia ("the Iwi) and it is their intention to establish the Te Runanga o Ngati Kuia Trust ("Runanga") on the terms of this Deed for the benefit of the persons described in this Trust Deed ("Deed").
- B.** The Initial Trustees have given by way of initial gift to the Initial Trustees the sum of \$10.00 on the date of execution of this Deed.
- C.** The Initial Trustees will act as the Trustees until the first election in 2010
- D.** This Runanga represents the interests of Ngati Kuia and is established to receive certain assets obtainable under a settlement of Ngati Kuia's historical and contemporary grievances against the Crown pursuant to a Treaty of Waitangi Settlement.

- E.** The Iwi wishes to establish the Runanga as the post-settlement governance entity for the Iwi by this Deed and the Runanga acting through the Trustees will hold Property jointly upon the trusts and with the duties, powers and discretions set out in this Deed and legislation including the Maori Fisheries Act & Maori Commercial Aquaculture Claims Settlement Act.
- F.** This Deed sets out the functions, purposes, control, governance and operation of the Runanga.

## **It is agreed**

### **1. Interpretation**

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#### **1.1** In this Deed (including its schedules):

**Adult Member** means an Iwi Member of Ngati Kuia who is aged 18 years or over;

**Annual General Meeting** means a meeting of the Runanga that is held in accordance with Schedule 5;

**Aquaculture Agreement** has the meaning given to it in section 186ZD of the Fisheries Act 1996;

**Ballot Paper** means a ballot paper prepared by the Runanga and sent to Registered Adult Members, and any Adult Member who requests a ballot paper under Schedule 3 or Schedule 4 on which must be recorded:

- (a) The resolution or resolutions, and/or the nominees for election as Trustees;
- (b) The manner in which votes on the ballot papers must be validly cast;
- (c) The address to which ballot papers must be sent to be validly cast;
- (d) The date by which ballot papers must be received by the Returning Officer to be validly cast; and
- (e) Where applicable the member registration number of the Registered Adult Member.

**Business Day** means any day on which registered banks are open for business in Nelson other than between 24 December and 15 January (inclusive);

**Calendar Year** means a year beginning on 1 January and ending on 31 December.

**Confidential Information** means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngati Kuia;

**Conflict** has the meaning set out in Clause 1.2;

**Custodian Trustee or Nominee** means a person appointed as a custodian trustee or nominee under Clause 15.1;

**Custodial Trust Fund** means the Trust Fund held by the Custodian Trustee or Nominee under clause 15.



**Cultural Taonga** means items of special cultural significance to Ngati Kuia including items significant to the value system, wairua and tikanga of Ngati Kuia.

**Deed** means this Deed and includes any amendments to this Deed made in accordance with this Deed;

**Directors** means directors or trustees as the case may be, of the Runanga Entity;

**Disputes Committee** means the committee appointed under clause 16.5;

**Entity** means any company, other body corporate, unincorporated group of persons (including a partnership or joint venture), trust or other entity, whether incorporated or established in New Zealand or otherwise;

**Financial Year** means the period ending on 31 March or such other date as may be determined by the Trustees;

**Fisheries Asset Holding Company** means the company owned by the Runanga to hold Property originally transferred to the Iwi from Te Ohu Kai Moana Limited and that performs the function and complies with the requirements of sections 16 to 18 of the MF Act;

**Fisheries Enterprise** means an entity established to undertake fishing, harvesting, processing or marketing of fish which is separate from the Fisheries Asset Holding Company but responsible to the Runanga..

**Fishing Quota** has the meaning given to it in the Fisheries Act 1996;

**General Manager** means the individual appointed under clause 14.2 to perform general management and administrative functions for the Runanga;

**General Meeting** means an annual general meeting or a special general meeting convened and conducted in accordance with Schedule 5;

**Income Share** means an income share within the meaning of the MF Act that is held by the Fisheries Asset Holding Company;

**Initial Trustees** mean the persons named as Trustees who are signatories of this Deed;

**Inland Revenue Acts** has the meaning given to it in section 3(1) of the Tax Administration Act 1994;

**Iwi** means Ngati Kuia;

**Iwi Aquaculture Organisation** means the entity recognised by Te Ohu Kaimoana Trustee Limited to be the iwi aquaculture organisation for Ngati Kuia within the meaning of the Maori Commercial Aquaculture Claims Settlement Act 2004;

**Iwi Group** means all of the Runanga and the Runanga Entities and Subsidiaries of Runanga Entities;

**Iwi Members** means persons who affiliate to Ngati Kuia through descent from a Primary Tupuna of Ngati Kuia as listed on the Ngati Kuia Tupuna list at Schedule 6, and their immediate Whangai;

**Major Transaction** means:

- a) The disposition of, or an agreement to dispose of, whether contingent or not, Assets by the Runanga the value of which is more than 33% of the value of the Trust Fund before the disposition; or
- b) A transaction that has or is likely to have the effect of the Runanga acquiring rights or interests or incurring obligations or liabilities the value of which is more than 33% of the value of the Trust Fund before the transaction;
- c) The disposition of, or an agreement to dispose of, whether contingent or not, Income Shares or Settlement Quota by the Runanga to Te Ohu Kai Moana Trustee Limited or an entity within the Te Ohu Kai Moana Group or another Mandated Iwi Organisation or Iwi Aquaculture Organisation under the MF Act; or
- d) A transaction or series of transactions, or an agreement to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the MF Act, including an option, security, mortgage, or guarantee, that could result in:
  - I. The sale of Income Shares or Settlement Quota by the Runanga; or
  - II. Ngati Kuia or the Runanga being disentitled for a period of more than 5 years to:
    - i. The income of the Income Shares; or
    - ii. The income from Annual Catch Entitlement ("ACE") arising from the Settlement Quota; or
    - iii. The control or use of the ACE arising from the Settlement Quota,

But does not include:

- e) The receipt of any gift, settlement or Treaty of Waitangi Settlement with the Crown; or
- f) Any transaction, not being a transaction involving Income Shares or Settlement Quota, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund; or
- g) Any acquisition or disposition of Assets of Income Shares or Settlement Quota by the Runanga from or to any company which is wholly owned by the Runanga; or
- h) Any exchange of Settlement Quota for Quota of the same market value that is carried out in accordance with the requirements of the MF Act and in compliance with any policy of the Runanga on quota exchanges that is notified in the Runanga's annual plan;

Provided however that:

- i) Nothing in paragraph d of this definition applies by reason only of the Runanga giving, or entering into an agreement to give, a charge secured over assets of the Runanga the value of which is more than 33% of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation; and

*gum*



- j) For the purposes of this definition, the value of the Trust Fund must be calculated based on the value of the Assets of the Runanga and all its Corporate Entities.

**Mandated Iwi Organisation** means the entity recognised by Te Ohu Kai Moana Trustee Limited to be the mandated iwi organisation for Ngati Kuia within the meaning of the MF Act;

**MF Act** means the Maori Fisheries Act 2004.

**Members Register** means the register of Iwi Members held and maintained by the Runanga in accordance with clause 11.1;

**Ngati Kuia** means:

- a. the collective group composed of individuals who descend from:
  - i. the tupuna and unions of tupuna listed in Schedule 6; and
  - ii. those individuals who are:
    - A the original Ngati Kuia signatories of the 16 February 1856 Ngati Kuia deed of sale; or
    - B persons listed as Ngati Kuia in the South Island Landless natives lists; or
    - C the siblings [and descendants] of those persons listed in paragraphs (a)(ii)(A) and (a)(ii)(B),and who exercised customary rights predominantly in relation to the area of interest of Ngāti Kuia in Te Tau Ihu any time after 6 February 1840.
- iii. to avoid doubt, those individuals referred to in paragraphs (a)(ii)(A) and (a)(ii)(B) are listed in part 2 of the schedule.
- b. descendants of individuals referred to in clause a above;
- c. every whānau, hapū, or group to the extent composed of individuals referred to in clause a(ii);
- d. any wholly owned or controlled entities established solely for the benefit of Ngati Kuia;

**Ngati Kuia Tupuna List** means tupuna or primary tupuna of Ngati Kuia as listed at Schedule 6;

**Objects of the Runanga** means the objects set out in Clause 3.1;

**Ordinary Resolution** means:

- (a) In relation to a General Meeting, a resolution that has been passed by the majority of Registered Adult Members voting validly at a General Meeting;
- (b) In relation to a meeting of Trustees, a resolution that has been approved by a majority of Trustees entitled to vote and voting in accordance with Schedule 2;

**Perpetuity Period** means the period that commences on the date of this Deed and ends eighty (80) years less one (1) day after the date of this Deed, that period being the period specified for the purposes of section 6 of the Perpetuities Act 1964, or (if another period is specified in legislation) that other period;

**Private Notice** means a notice-

- a) Sent by any means that is private to the recipient; and
- b) Complies with Kaupapa 4 of Schedule 7 of the MF Act.

**Property** means all real and personal property (including choses in action, rights, interests and money);

**Public Notice** means a notice that:

- (a) Is published in a newspaper or newspapers generally circulating in the district or districts in which the majority of the Iwi Members reside and any other area where, in the reasonable opinion of the Trustees, a significant concentration of the Iwi Members reside; and
- (b) May also be published by notice or other form of written communication or by electronic media, including television or radio;
- (c) Complies with Kaupapa 4 of Schedule 7 of the MF Act.

**Quota** has the meaning given to it in the Fisheries Act 1996;

**Registered Adult Members** means Adult Members who are registered on the Members Register under clause 11.1;

**Registered Member** means any Iwi Member of Ngati Kuia who is entered in the Member's Register under clause 11.1;

**Registrar** means the individual appointed under clause 11.2;

**Registration Form** means the form used from time to time by the Trust for the purposes of registering iwi members on the Members Register;

**Runanga** means the trust known as Te Runanga O Ngati Kuia Trust established by this Deed as the representative organisation for Ngati Kuia;

**Runanga Entity** means:

- (a) The Fisheries Asset Holding Company;
- (b) A Fisheries Enterprise;
- (c) A wholly owned or controlled company trust or other entity established by the Runanga for the purpose of receiving holding and managing any Property transferred from the Crown directly or indirectly to the Runanga on behalf of the Iwi in settlement of claims of the Iwi arising from actions and omissions of the Crown in breach of the Treaty of Waitangi/Te Tiriti o Waitangi;
- (d) A wholly owned or controlled company trust or other entity established by the Runanga for any other purpose;

and includes any Subsidiary of a Runanga Entity that is wholly-owned or wholly controlled.



**Scallop Quota** means the scallop 7 fishing quota shares transferred to Ngati Kuia pursuant to section 28ZK (now repealed) of the Fisheries Act 1983 and section 44A of the (now repealed) Maori Fisheries Act 1989 held by the Trust;

**Secretary** means the individual appointed under Clause 14.2 to perform general secretarial and administrative functions for the Runanga;

**Settlement Assets** has the same meaning as that term in the Maori Commercial Aquaculture Claims Settlement Act 2004;

**Settlement Quota** means the quota shares within the meaning of the MF Act;

**Special General Meeting** means a meeting of Registered Members that is held in accordance with the procedures set out in Schedule 5;

**Special Resolution** means a resolution that has been passed by 75% of the Adult Members or Registered Adult Members who voted in favour of the resolution in accordance with Schedule 4: Approval of Special Resolutions;

**Subsidiary** means any Subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or person (other than a Subsidiary as so defined) that is controlled by a Corporate Entity and includes a separate enterprise that is responsible to the Iwi Aquaculture Organisation, as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004;

**Te Kawai Taumata** means the group of that name established under the MF Act;

**Te Ohu Kai Moana Trustee Limited** means the company of that name formed under the MF Act;

**Te Runanga o Ngati Kuia Charitable Trust** was the previous Mandated Iwi Organisation for Ngati Kuia;

**Te Tau Ihu** means the areas for the territorial authorities for Marlborough, Tasman District and Nelson City;

**Tikanga** means the customary values and practices of Ngati Kuia;

**Trust Fund** means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts set out in this Deed;

**Trustees** means the persons elected or appointed under clause 5;

**Whakapapa Committee** means the committee appointed under Clause 11.7;

**Whangai** means those persons who are Maori who do not affiliate to Ngati Kuia by descent of the list of Tupuna but who are adopted by a Iwi Member of Ngati Kuia in accordance with the tikanga of Ngati Kuia;

1.2 A "Conflict" exists for a Trustee when

- (a) the Trustee is or may be or becomes associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any Entity with which the Runanga is transacting or dealing;

- (b) the Trustee is a party to any transaction involving the Runanga (or Runanga Entity or any Subsidiary), or the Trustee will derive a material financial benefit from decision of the Runanga or any such transaction;
- (c) the Trustee has a material financial interest in an Entity to a transaction involving the Runanga or a Runanga Entity or Subsidiary;
- (d) the Trustee is a director, officer or trustee of another Entity that will or may derive a material financial benefit from, a transaction;
- (e) the Trustee is the parent, child, spouse or de facto partner of another person who will or may derive a material financial benefit from a transaction involving the Runanga (or Runanga Entity or any Subsidiary) or from a decision of the Runanga; or
- (f) the interests or duty of the Trustee in any particular matter otherwise conflicts or might conflict with his or her duty to the Runanga.

## **2. Establishment of Runanga**

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- 2.1 The Trustees acknowledge that the Trustees will hold the Trust Fund upon the trusts and with powers set out in this Deed.
- 2.2 The Trust established by this Deed is to be known as Te Runanga o Ngati Kuia.
- 2.3 The trustees acknowledge the Runanga has the authority to act for Ngati Kuia on all matters and has been established to be the Post Settlement Governance Entity, Mandated Iwi Organisation and Iwi Aquaculture Organisation for Ngati Kuia.
- 2.4 The Trustees acknowledge the Runanga is the permitted successor for Te Runanga o Ngati Kuia Charitable Trust to receive entitlements in respect of pre-commencement space under the Binding Allocation Agreement dated 6 May 2009 relating to Agreed Percentages for the allocation and transfer of certain Settlement Assets under the Maori Commercial Aquaculture Claims Settlement Act 2004.

## **3. Objects of Runanga**

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- 3.1 The Objects of the Runanga shall be to receive, hold, manage and administer the Trust Fund on trust for any other object or purpose that is beneficial to Ngati Kuia and all the Iwi Members irrespective of where those Iwi Members reside and shall without limitation include:
  - (a) the promotion amongst the Iwi of the educational, spiritual, economic, social and cultural advancement and well-being of the Iwi;
  - (b) the promotion amongst the Iwi of the health and well-being of the Iwi including the aged or those suffering from mental or physical sickness or disability;
  - (c) the promotion and advancement of the social and economic development of the Iwi including, without limiting the generality of this purpose, by the promotion of business, commercial or vocational training or the enhancement of community facilities in a manner appropriate to the particular needs of the Iwi;



- (d) the maintenance and establishment of places of cultural or spiritual significance to the Iwi;
- (e) the promotion of a tribal forum to hear and determine matters affecting the Iwi and to advocate on their behalf;
- (f) to act as the Post Settlement Governance Entity, Mandated iwi Organisation and Iwi Aquaculture Organisation for the Iwi;
- (g) any other purpose that is considered by the Runanga from time to time to be beneficial to the Iwi and the Iwi Members.

#### **4. Major Transactions and Cultural Taonga Transactions**

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- 4.1 The Runanga or any Runanga Entity must not enter into a Major Transaction unless the Major Transaction:
- (a) Has been first approved by Special Resolution under paragraph 1.2 of Schedule 4 which has been properly notified under Schedule 4; or
  - (b) Is contingent upon approval by way of Special Resolution and the Major Transaction is subsequently approved by Special Resolution which has been properly notified under Schedule 4.
- 4.2 The Runanga or Runanga Entity shall not enter into a transaction involving Cultural Taonga unless it has been approved by a majority of the Trustees at a Trustee Meeting.

#### **5. Appointment and removal of Trustees**

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- 5.1 The Initial Trustees shall act as Trustees until the end of their term of office as prescribed under clause 1.3 of Schedule 3.
- 5.2 From the date of the first election of the Runanga that is to be held no later than 14 months after the date of this Deed, there shall be up to 7 Trustees who shall be elected in accordance with the procedures contained in Schedule 3.
- 5.3 In the process of selecting sitting Trustees prior to each election who will be standing for re-election, the Runanga shall ensure that at least 5 of the 7 Trustees are residents within Te Tau Ihu
- 5.4 An individual shall be eligible to be a Trustee if:
- (a) He or she is a Registered Adult Member who is resident in New Zealand;
  - (b) He or she is not ineligible under clause 5.5;
  - (c) He or she is not an employee of the Runanga or of a Runanga Entity;
  - (d) He or she is not an employee, trustee or director of another iwi post-settlement governance entity within Te Tau Ihu or another iwi organisation in Te Tau Ihu;

- (e) He or she is domiciled in Te Tau Ihu if standing for a resident Trustee position.

5.5 A person is ineligible to be a Trustee if the person:

- (a) Does not meet all the criteria in clause 5.4 except that persons not standing for the office of resident Trustee need not satisfy clause 5.4(e);
- (b) Is bankrupt and or has within the last five years been adjudged bankrupt;
- (c) Is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (d) Is or has ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
- (e) Is or has ever been removed as a trustee of a trust by order of a Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (f) Becomes subject to a compulsory treatment order under the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- (g) Becomes subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988; or

5.6 An employee of the Runanga or of a Runanga Entity may be nominated for election as a Trustee, but if elected must forthwith resign his or her position as an employee, of an Runanga Entity as the case may be.

5.7 A person shall cease to be a Trustee if the Trustee:

- (a) Resigns or retires by giving written notice to the Secretary;
- (b) Dies;
- (c) Ceases to be eligible to be a Trustee under Clause 5.5;
- (d) Is the subject of a Special Resolution at a Special General Meeting removing him or her as a Trustee.

An election for a new Trustee shall be held in accordance with the procedures in Schedule 3.

5.8 Retiring Trustees shall be eligible for re-election, provided however that they must be nominated for election in accordance with the provisions of Schedule 3.

5.9 Upon a person commencing or ceasing to be a Trustee, the Secretary shall record that fact in the minute book of the Runanga.

5.10 Meetings of the Trustees shall be governed by the rules contained in Schedule 2.

5.11 The Trustees may by Ordinary Resolution appoint two or more Trustees to be a sub-committee to inquire into or progress any matter on behalf of the Runanga.



5.12 Any sub-committee of Trustees appointed by the Runanga shall:

- (a) co-opt, if necessary, other persons for consultation and advice;
- (b) elect a chairperson;
- (c) regulate its meetings according to established policies and procedures;
- (d) determine questions by consensus and where consensus is not reached, the question shall be passed by a majority of votes;
- (e) make monthly reports to the Runanga including any income received or expenditure incurred;
- (f) incur no debts or liabilities that cumulatively exceed the amount of one thousand (\$1,000) dollars without the prior written approval of the Trustees;
- (g) not enter into any contract or agreement that will bind the Runanga without first having obtained the prior written approval of the Trustees; and
- (h) ensure its activities and actions are consistent with the Objects of the Runanga and the other provisions of this Deed.

## **6. Application of income and capital**

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- 6.1 The Trustees may at any time, after the payment of or provision for all costs, charges and expenses in respect of the management and administration of the Runanga and any Runanga Entities, pay or apply all or any of the income of the Runanga in any Financial Year to or for the benefit of the Ngati Kuia in accordance with the Objects of the Runanga.
- 6.2 The Trustees may at any time pay or apply all or any of the capital of the Runanga to or for the benefit of the Ngati Kuia in accordance with the Objects of the Runanga.

## **7. Resettlement**

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- 7.1 The Trustees have power in their discretion to settle or resettle any or all of the Trust Fund upon trust in any manner which in the opinion of the Trustees is for the advancement or benefit of the Iwi Members (including for the avoidance of doubt upon a Charity that is (a) for the advancement of education or the relief of poverty or for other purposes beneficial to the community and (b) for the benefit of the Iwi Members; provided that:
- (a) The resettlement is approved by a Special Resolution;
  - (b) The resettlement does not transgress the rule against perpetuities (if applicable) as it applies to the Runanga;
  - (c) Where the resettlement applies to Settlement Quota or Income Shares such resettlement must comply with the MF Act.

## **8. Trustees' powers**

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- 8.1 The Trustees have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person and all other powers that New Zealand law permits trustees to have subject to Clause 3.1.
- 8.2 Without limiting any of the powers of the Trustees, the Trustees have the powers set out in Schedule 1 and may in their discretion exercise any one or more of those powers in pursuit of the general administration of the Runanga.
- 8.3 The Trustees may invest all or any of the Trust Fund in any Property that is permitted by the laws of New Zealand for the investment of the funds of trusts or as otherwise permitted by this Deed, including power to buy or acquire any Property and power to sell or dispose of any Property.
- 8.4 The Trustees shall have the fullest powers necessary to do all such things that they consider necessary in their sole discretion to perform or otherwise carry out the objects of the Runanga.

## **9. Duties of Trustees**

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- 9.1 The Trustees must always act, collectively and individually, in accordance with their fiduciary duties and obligations.
- 9.2 In performing their duties each Trustee will act in good faith and in a manner that the Trustees believe on reasonable grounds is in the interests of the Iwi.
- 9.3 A Trustee must not, when exercising powers or performing duties as a Trustee, act or agree to act in a manner which unfairly prejudices or unfairly discriminates against any particular Iwi Members unless that Trustee believes on reasonable grounds that the fundamental duty set out in Clause 9.2 requires such action and that the action will not breach the Trustees' fiduciary duties and obligations.
- 9.4 A Trustee must not act in a manner which brings or is likely to bring the Iwi, the Runanga or any Runanga Entity into disrepute.
- 9.5 The Trustees must not, collectively and individually, act or agree to act in a manner which contravenes this Deed.
- 9.6 Every Trustee, when exercising powers or performing duties as a Trustee, must exercise the care, diligence and skill to be reasonably expected of a person acting in like circumstances, taking into account any special skills or experience that the Trustee has.

### *Conflict and Disclosure of Interest*

- 9.7 A Trustee who has a Conflict shall immediately disclose it to the Secretary and the Chairperson and he or she shall not participate in any deliberations or meeting of the Trustees relating to the matter unless there is a Special Resolution of non-conflicted Trustees approving the participation of the Trustee in the matter. The Secretary shall record the disclosure in the minute book of the Runanga.



- 9.8 Every Trustee, when exercising powers or performing duties as a Trustee, may accept as correct any reports, statements, financial data and other information prepared, and any professional or expert advice given, by any of the following persons, to the extent only that the Trustee acts in good faith, after reasonable enquiry when the need of enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted:
- (a) any Director, trustee, Board member or Employee of any Runanga Entity whom the Trustee believes on reasonable grounds to be reliable and competent in relation to the matter concerned;
  - (b) any professional or expert person in relation to matters which the Trustee believes on reasonable grounds to be within that person's professional or expert competence; and
  - (c) any other Trustee, or member of a committee upon which the Trustee did not serve at the relevant time, in relation to matters within that other Trustee's or committee member's designated authority.
- 9.9 Each Trustee accepts the duties, obligations and liabilities attaching to the office of Trustee under this Deed when he or she signs the nomination form for election as Trustee or, in the case of the Initial Trustees, signs this Deed.

#### *Remuneration*

- 9.10 The following provisions shall apply to the payment of remuneration to the Trustees:
- (a) The Trustees may in their discretion, after seeking professional external advice about suitable remuneration, prescribe reasonable remuneration for the Trustees and for the Chairperson to be paid out of the Trust Fund.
  - (b) Unless prescribed by a third party in the terms of any funding contract, no remuneration shall be paid to a Trustee in his or her capacity as a Trustee until that remuneration has been approved at a General Meeting.
  - (c) Such remuneration may be prescribed and approved in the form of a meeting fee or as a total amount payable per annum.
  - (d) In addition, any Trustee may receive full reimbursement of all expenses properly incurred by that Trustee in the conduct of his or her duties as a Trustee.

#### **10. Accounts**

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- 10.1 The Trustees must ensure that financial records of the Runanga and of the Iwi Group are kept.
- 10.2 The financial records must present the Runanga's receipts, credits, payments, assets, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Runanga.

- 10.3 The financial records and annual accounts will be kept at the Trustees' office and at such other place as the Trustees think fit.
- 10.4 The financial records and annual accounts must always be available to be inspected by the Trustees.
- 10.5 The Trustees shall prepare, or cause to be prepared, financial statements of the Runanga and of the Iwi Group for each Financial Year.
- 10.6 The Trustees shall ensure that the financial statements for each Financial Year are audited by a chartered accountant in public practice prior to the date for giving notice of the Annual General Meeting.
- 10.7 The auditor shall be appointed by the Runanga prior to the end of the Financial Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the Runanga (including any firm of which such a person is a member or employee) may be appointed as the auditor.

## **11. Members Register**

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### **11.1 The Trustees shall:**

- (a) have, and maintain in a current state, a Members Register of Ngati Kuia:
- (i) that includes the name, date of birth, and contact details of every Iwi Member of Ngati Kuia who is entered into that register in accordance with this Deed;
  - (ii) that is available for inspection by Registered Adult Members who can view their own registration details and that is available for inspection by a parent, or guardian or other person standing in the stead of a parent, who may view the registration details of their child, ward or dependant under 18 years of age who was registered by such persons, whichever the case may be; and
  - (iii) that allocates a member registration number to each Iwi Member of Ngati Kuia entered on the Members Register and may if the member nominates in the Registration Form identify the Primary Tupuna (as listed in Schedule 6) to which they affiliate.
- (b) make ongoing efforts to register all members of Ngati Kuia on the Members Register.

### **11.2 The Trustees may enter in the Members Register any existing member of Ngati Kuia whose details are already held by the Trustees where:**

- (a) the details held by the Trustees fulfil the requirements of Kaupapa 5 of the MF Act; and
- (b) the particulars were acquired by the Trustees as a result of an application on a registration form made by:
- (i) Adult Members and Whāngai, on their own behalf or by their legal guardian at the time of the application; and



- (ii) other members of Ngati Kuia, who were not Adult Members of the Iwi at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and
- (iii) other members of Ngati Kuia by an Adult Member on their behalf who, in the opinion of the Membership Committee, stood in the stead of a parent of that person at the time of the application.

#### *Appointment of Registrar*

11.3 For the purpose maintaining the Members Register in accordance with clause 11.1 the Trustees may, by Ordinary Resolution, appoint a Registrar who:

- (a) must be a Registered Adult Member;
- (b) may be a Trustee;
- (c) may not be a member of the Whakapapa Committee appointed under Clause 11.8;
- (d) must have an understanding and knowledge of Ngati Kuia whakapapa and tikanga;
- (e) may be appointed for such term at such remuneration and upon such conditions as the Trustees may from time to time prescribe, provided however that if the Registrar is a Trustee then any remuneration payable to that Trustee in respect of his or her role as Registrar must be approved in accordance with clause 8.9;
- (f) may be removed from the office of Registrar by the Trustees by Special Resolution of more than 75% of Trustees.

11.4 An application to be entered in the Members Register may be made by:

- (a) Adult Members;
- (b) Iwi Members, who are not Registered Adult Members of Ngati Kuia, by their parent or legal guardian on their behalf; and
- (c) Iwi Members by an Adult member who stands in the stead of a parent of that person on their behalf.

In each case that application shall be completed on a Registration Form.

11.5 The Registrar shall be responsible for:

- (a) receiving Registration Forms from Iwi Members applying to be registered as Registered Members and transferring the Registration Forms to the Whakapapa Committee;
- (b) entering Iwi Members on the Members Register after approval by the Whakapapa Committee;

- (c) promoting the registration of Iwi Members and providing on request to any person a Registration Form;
  - (d) maintaining and updating the Members Register from time to time making such additions and corrections as may be necessary.
- 11.6 The Registrar shall also be responsible, jointly with the Secretary, for providing Ballot Papers to all Adult Registered Members, and Adult Members where they request such, from time to time as required.

#### *Whakapapa Committee*

- 11.7 The Trustees shall from time to time as required appoint a Whakapapa Committee which comprises up to five individuals who are expert in matters relating to the Iwi whakapapa appointed by way of Ordinary Resolution of the Trustees; and
- 11.8 The Whakapapa Committee may request any person seeking registration as a Registered Member to provide evidence verifying his or her identity and/or membership of the Iwi and/or descent by whakapapa from a Ngati Kuia Tupuna before that person's registration is approved and entered in the Members Register.
- 11.9 Any person who:
- (a) satisfies the Whakapapa Committee that he or she is a member of the Iwi and descends by whakapapa from a Ngati Kuia Tupuna; or
  - (b) satisfies the Whakapapa Committee that he or she is a Whangai; and
  - (c) properly completes and lodges with the Registrar a Registration Form (as approved by the Trustees);
- shall be approved for registration as a Registered Member and entered in the Members Register.
- 11.10 Any person seeking registration as a Registered Member shall be notified by the Registrar whether his or her registration has been accepted or declined.

#### *Review*

- 11.11 Where an application for registration as a Registered Member is declined by the Whakapapa Committee:
- (a) the Registrar shall provide the applicant with reasons of the Whakapapa Committee why the application is declined;
  - (b) the applicant shall not be precluded from submitting a further application with additional supporting information to the Registrar;
  - (c) within 20 Business Days of notification by the Registrar to the applicant of any decision by the Whakapapa Committee to decline the applicant's application, the applicant may seek a review of the decision by notice in writing submitted to the Registrar;
  - (d) Where an applicant seeks a review of the decision by the Trustees to decline the applicant's application, the applicant may:

- (i) review the decision in accordance with the review criteria and tikanga agreed to between the parties; or
- (ii) seek the assistance of an independent person or body to review the decision for declining the registration in accordance with criteria agreed to between the parties;
  - (A) The independent person or body can make recommendations to the Trustees in respect of whether the proposed member is eligible for registration.

#### *Processing Registration and Notice*

- 11.12 The Registrar may be assisted by employees of the Runanga in the performance of his or her responsibilities, which employees may process the iwi registration forms received by the Registrar.
- 11.13 The Trustees, the Registrar, the Whakapapa Committee, and all Runanga staff shall ensure that the:
- (a) spiritual sacredness of whakapapa as he taonga tapu is acknowledged and respected; and
  - (b) requirements of the Privacy Act 1993 are met with regard to the storage, disclosure and use of information, and all written or oral information in relation to applications for registrations, nominations for office, and voting shall be treated in the strictest confidence subject to the express terms of this Deed.
- 11.14 It shall be the obligation of each Registered Member to notify the Registrar of any change in his or her address.
- 11.15 Any form or notice required by this Deed or otherwise to be sent to an Iwi Member or Registered Adult Member shall be deemed to have been sent on the date that it is sent by the Registrar or the Runanga as the case may be by:
- (a) post to the address for the Registered Adult Members recorded on the Members Register; or
  - (b) electronic means where the Registered Adult Member has elected or otherwise advised the Runanga that he or she wishes to receive notices by electronic means.

#### *Registered Adult Member Entitlements*

- 11.16 All Registered Adult Members are entitled to:
- (a) attend Annual General Meetings and Special General Meetings;
  - (b) vote in elections for the appointment of Trustees;
  - (c) vote in a ballot on any notified resolution at an Annual General Meeting or Special General Meeting;
  - (d) be nominated for election and hold office as a Trustee subject to he or she not being ineligible under clause 5.5;



- (e) consider and vote on any amendments to this Deed;

11.17 Where any matter under this Deed requires approval by Special Resolution the provisions and rules set out in Schedule 4 shall apply.

11.18 All Iwi Members who apply to register and are registered as Registered Adult Members are, by their application and registration, deemed to agree to the terms of this Deed, including the disputes procedure set out at clause 16 and the election, voting and meeting procedures set out in Schedules 2 to 5 inclusive.

## **12. Plans and Reporting**

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12.1 Without derogating from its duties under any enactment or at law, the Runanga has reporting responsibilities in relation to:

- (a) its own performance;
- (b) the performance of any Runanga Entity; and
- (c) the performance of any joint venture or other entity that conducts business using all or a proportion of the Trust Fund (including Settlement Quota or Income Shares) or in which the Runanga holds shares;

in accordance with the provisions of this clause 12.

12.2 The Runanga shall prepare no later than one month before the commencement of each Financial Year an Annual Plan which specifies in respect of that next Financial Year the following information:

- (a) the objectives of the annual plan;
- (b) the strategic vision for the Runanga and any Runanga Entities;
- (c) the nature and scope of the activities proposed by the Runanga for the Runanga and any Runanga Entities in the performance of the Objects of the Runanga;
- (d) the ratio of capital to total assets;
- (e) the performance targets and measurements by which performance of the Runanga and any Runanga Entities may be judged;
- (f) the manner in which it is proposed that projected income will be dealt with;
- (g) any proposal to change the constitutional documents of any Runanga Entity; and
- (h) any proposals for the ongoing management of the Runanga's Assets having regard to the interests of all Iwi Members;
- (i) any changes in the policy of the Runanga with respect of sales and exchanges of settlement quota from the policy for the previous year;
- (j) any changes in that policy from the policy for the previous year; and



- (k) the policy of the Runanga with respect to sales and exchanges of Settlement Quota .

12.3 The Runanga shall examine and approve all annual plans of all Runanga Entities prior to the beginning of each respective financial year including:

- (a) the key strategies for the use and development of iwi fisheries assets;
- (b) the expected financial return on the assets;
- (c) any programme to manage the sale of annual catch entitlements derived from the Settlement Quota held by any Fisheries Asset Holding Company or any Subsidiaries of any Fisheries Asset Holding Company or to reorganise the settlement quota held by any Fisheries Asset Holding Company or any Subsidiaries of any Fisheries Asset Holding Company by buying and selling settlement quota in accordance with the MF Act.

12.4 The Runanga shall also produce, within 12 months following the execution of this Deed, a Five Year Plan which shall:

- (a) set out the longer term vision of the Runanga in respect of the matters referred to in clause 12.2;
- (b) include a statement by the Runanga of the commercial, management and distribution policies that the Runanga intends to follow in respect of the Runanga's assets;
- (c) be made available to Iwi Members on request;
- (d) be updated not less than every two years.

12.5 The Runanga must, within four months after the end of each Financial Year, cause to be prepared an Annual Report on the affairs of the Runanga and any Runanga Entities covering the accounting period at the end of that Financial Year which includes:

- (a) a comparison of performance against the relevant Annual Plan; and
- (b) the annual accounts;
- (c) changes in shareholder or member value;
- (d) dividend performance or profit distribution; and

so as to give a true and fair view of the financial affairs of the Runanga and any Runanga Entities for that Financial Year

12.6 The Annual Report shall also include:

- (a) information on the steps taken by the Runanga to increase the number of Registered Members;
- (b) information on any sales or exchanges of Settlement Quota or Income Shares in the previous Financial Year;
- (c) an annual report in respect of each Runanga Entity which reports on:

- (i) the performance of each Runanga Entity;
  - (ii) the investment of money of each Runanga Entity and its subsidiaries;  
and
  - (d) any amendments made to this Deed or to the constitutional documents of any Runanga Entity or its subsidiaries.
- 12.7 The Annual Report and the Annual Plan shall be made available to Iwi Members on request no later than 20 Business Days before the General Meeting.

### **13. Runanga Entities**

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- 13.1 The Runanga may establish Runanga Entities in order to receive, hold or manage the Trust Fund, or any Property forming part of the Trust Fund, provided that any Runanga Entity must be established for the benefit of the Runanga or the Iwi and in furtherance of the Objects of the Runanga.
- 13.2 The Runanga may, from time to time, disestablish any Runanga Entity.
- 13.3 The Runanga shall monitor and supervise each Runanga Entity in the following manner
- (a) The Runanga shall be responsible for monitoring and otherwise overseeing the activities of any Runanga Entity and shall exercise its ownership or other rights and interests in any Runanga Entity in such a way as to promote the performance by that Runanga Entity of its purposes.
  - (b) For the avoidance of doubt, and except as expressly provided by this Deed, each Runanga Entity shall be governed by its respective Board and the role of the Runanga in respect of each Runanga Entity shall be limited to the exercise of the rights conferred on the Runanga as shareholder or (as applicable) appointor and as beneficiary of the Runanga Entity.
  - (c) The Runanga shall have and retain the power to appoint and remove the Directors, trustees or Board members (as the case may be) of any Runanga Entity.
  - (d) The Runanga shall determine the remuneration payable to any Director, trustee or Board members of any Runanga Entity.
  - (e) The Runanga shall require that any Directors, trustees or Board members appointed by or at the direction of the Runanga to any Runanga Entity do not act in a manner which brings or is likely to bring the Iwi, the Runanga or any Runanga Entity into disrepute.
  - (f) With respect to a Fisheries Asset Holding Company or a Fisheries Enterprise, the Runanga may appoint up to two Trustees as Directors, trustees or Board members of the Runanga Entity provided however that at no time may Trustees comprise more than 40% of the total number of Directors, trustees or Board members of any Runanga Entity.



- (g) A Director, trustee or Board member of any Runanga Entity shall only be appointed if that person has the particular skills and expertise that are required of a Director, trustee or Board member of the Runanga Entity to which the appointment relates and bearing in mind the activities that the relevant Runanga Entity undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Runanga Entity.

#### **14. Administrative procedures**

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- 14.1 The Trustees may appoint a General Manager to manage the day to day administration of the Runanga including without limitation the Runanga's planning, reporting and monitoring obligations under this Deed.
- 14.2 The Trustees may appoint an individual as Secretary to carry out the duties of the Secretary specified in this Deed and who may perform other administrative or management duties for the Runanga in relation to its activities and those of any committees or sub-committees for such term at such remuneration and upon such conditions as the Trustees may from time to time prescribe.
- 14.3 The Secretary shall not be a Trustee, but may be an existing Employee of the Runanga in which event any remuneration for the performance of the duties of Secretary shall be included within the remuneration of that Employee.
- 14.4 Any Secretary may be removed at any time by the Trustees from that office.
- 14.5 The books and records of the Runanga shall be kept in the custody of the Secretary at the office of the Runanga or at such other secure place determined by the Trustees.
- 14.6 The General Manager and Secretary shall follow the policies and regulations as set out by the Runanga.
- 14.7 In addition to the rights of a Registered Adult Member under Clause 11.16, any Registered Member is entitled to be provided, no later than 10 Business Days after receipt by the Runanga of a written request from a Registered Member with:
- (a) a copy of any resolutions passed by the Trustees at an Annual General Meeting or Special General Meeting;
  - (b) a copy of any entries in the register of Trustees;
  - (c) a copy of this Deed; and
- upon payment of such reasonable charges as the Trustees may prescribe.
- 14.8 All formal documents, agreements and contracts executed on behalf of the Runanga shall be signed by at least one Trustee. No document, agreement or contract shall be signed by Trustees unless such execution has previously been approved at a meeting of Trustees or, where required, at an Annual General Meeting or Special General Meeting.



## 15. Custodian Trustee and Nominee

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15.1 The Trustees may, by resolution in writing, appoint any person as a custodian trustee or nominee of the Trust Fund. The provisions of the Trustee Act 1956 shall apply as if references in it to a custodian trustee were references to Custodian Trustee or Nominee, except as modified or extended as follows:

- (a) All or any of the Trust Fund may be vested in the Custodian Trustee or Nominee as if the Custodian Trustee or Nominee were sole trustee;
- (b) The portion of the Trust Fund that is from time to time vested in the Custodian Trustee or Nominee is the Custodial Trust Fund, and the provisions of section 50 of the Trustee Act 1956 shall apply as if references in it to the trust property were references to the Custodial Trust Fund;
- (c) The Custodian Trustee or Nominee must:
  - (i) Hold the part of the Trust Fund that is transferred to the Custodial Trustee or Nominee by the Trustees ("the Custodial Trust Fund");
  - (ii) Invest the Custodial Trust Fund and dispose of it in accordance with any direction in writing by the Trustees
  - (iii) Execute all documents and perform all acts that the Trustees in writing direct.

15.2 The Trustees may, without needing to give any reason, remove any Custodian Trustee or Nominee by Ordinary Resolution.

15.3 The Trustees may pay a fee to the Custodian Trustee or Nominee.

## 16. Disputes

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16.1 Any Registered Adult Member may raise with the Runanga:

- (a) Any complaint that the conduct or intended conduct of the Runanga or a Trustee or officeholder under this Deed is or has been or will be contrary to the provisions of this Deed or otherwise injurious to the Runanga or to the Iwi or to any Iwi Member or group of Iwi Members;
- (b) Any dispute between or among Iwi Members or between Iwi Members and the Runanga or a Trustee or officeholder relating to matters arising under the MF Act;

16.2 Where the dispute relates to matters arising under the MF Act, the disputes procedure in clauses 16.3 to 16.4 shall be deemed to constitute the process required by section 181 of the MF Act prior to any referral of the complaint to the Maori Land Court.

16.3 Every complaint or dispute by a Registered Member in terms of clause 16.1 shall be submitted by notice in writing to the Secretary and the Secretary shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

16.4 If a complaint or dispute is not withdrawn or resolved through discussions between the Member and the Runanga within 30 Business Days of the receipt of written

notice of the complaint or dispute the complaint or dispute may be dealt with in accordance with clause 16.5 or 16.6.

- 16.5 Where the complaint or dispute relates to a decision by the Whakapapa Committee under clause 11.11 where an application for registration as a Registered Member is declined, the complaint or dispute shall be dealt with according to the procedure set out in 11.11(d).
- 16.6 Where the complaint or dispute relates to a matter under this Deed, the complaint or dispute shall be referred to the Disputes Committee. The Trustees shall appoint a Disputes Committee which shall consist of three individuals (of whom at least two shall be Registered Adult Members) who, in the view of the Runanga, have the necessary skills and expertise to deal with the relevant complaint or dispute. The role of the Disputes Committee in dealing with the complaint or dispute shall be to facilitate and make findings and decisions on the complaint or dispute referred to it. In dealing with any complaint or dispute the Disputes Committee shall, subject to meeting the requirements of natural justice and having due regard to the tikanga of the Iwi, have the sole discretion to call for evidence and determine the manner in which a complaint or dispute before it should be dealt with.
- 16.7 Subject to the provisions of any relevant Act or rule of law, any findings and decision of the Disputes Committee as the case may be on any complaint or dispute shall be final and binding on the parties including the Runanga. The Disputes Committee as the case may be shall give its findings and decision, together with the reasons therefore, in writing to all parties and to the Runanga.
- 16.8 The parties to any complaint or dispute may at any time agree to refer the complaint or dispute to mediation or other alternative dispute resolution in which case:
- (a) The parties shall notify the Secretary in writing that the complaint or dispute is to be referred to mediation or other alternative dispute resolution;
  - (b) if the Runanga, a Trustee or officeholder is a party to the complaint or dispute, they shall participate in any mediation or alternative dispute resolution and may otherwise participate in any mediation or alternative dispute resolution at the request or with the consent of the parties;
  - (c) the costs to the other parties of the mediation or alternative dispute resolution shall be met equally by the parties to the complaint or dispute, unless the Trustees resolve by special resolution to meet some or all of the costs of the mediation or alternative dispute resolution;
  - (d) the referral of the complaint or dispute to, or the consideration of the complaint or dispute by, the Whakapapa Committee or the Disputes Committee as the case may be shall be deferred until such time as the parties notify the Secretary in writing that the mediation or alternative dispute resolution has been concluded and that the complaint or dispute remains unresolved;
  - (e) If the complaint or dispute is resolved through mediation or alternative dispute resolution, that resolution shall only be binding on the Runanga if:
    - (i) the Runanga participated in the mediation or alternative dispute resolution either as a party or at the request or with the consent of the parties and agreed to the resolution reached in the mediation or alternative dispute resolution; or



- (ii) the Trustees subsequently resolve by special resolution to accept the resolution reached in the mediation or alternative dispute resolution.

## **17. Limitation of liability and indemnity**

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- 17.1 No Trustee is liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to his or her dishonesty or to the wilful commission by him or her of a breach of trust.
- 17.2 No Trustee is bound to take any proceedings against a co-Trustee for any breach or alleged breach of trust by the co-Trustee.
- 17.3 The Trustees are not liable for any loss or cost to the Runanga by any breaches of trust or defaults of any attorney, delegate, manager, agent, secretary, employee or any other person (including, without limitation, any expert or professional person) appointed or engaged or employed by them, despite any rule of law to the contrary.
- 17.4 No Trustee is liable for any breach of trust or for any loss in relation to the Trustee's duties of investment merely because the investments of the Trust Fund are not diversified.
- 17.5 Each Trustee is fully indemnified by and out of the Trust Fund (whether from capital or income) for any loss or liability that he or she incurs in the carrying out or omission of any function, duty, power or discretion of the Trustees under this Deed and in respect of any outlay or expenses incurred by him or her in the management and administration of the Runanga unless the loss or liability is attributable to his or her dishonesty or to the wilful commission by him or her of a breach of trust.
- 17.6 The indemnity given by clause 17.5 extends to any loss or liability which a person incurs, after ceasing to be a Trustee, through the carrying out of any function, duty, power or discretion of the Trustees, whether the carrying out took place before, during or after the period in which the person was a Trustee.
- 17.7 In addition to the indemnity outlined in 17.5 the Runanga shall purchase appropriate Indemnity Insurance for each Trustee.

## **18. Governing law**

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- 18.1 This Deed and the Runanga are governed by and construed in accordance with the laws of New Zealand.
- 18.2 The courts of New Zealand have exclusive jurisdiction to decide all claims, actions or other proceedings in connection with the Runanga or this Deed.

## **19. Termination of the Runanga**

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- 19.1 The Runanga shall only be terminated or dissolved in accordance with this clause 19.1 if:
- (a) Ngati Kuia agree by a Special Resolution carried out in accordance with Schedule 4 that it has become impossible, impracticable or inexpedient to carry out the Objects of the Runanga; and
  - (b) on the termination or dissolution of this Runanga, the Trust Fund after the payment of costs, debts and liabilities shall be paid to one or more other



trusts or entities in New Zealand that have similar purposes to the Objects of the Runanga (being purposes beneficial to the Iwi) and have been established for the benefit of the present and future Iwi Members.

## **20. Power of amendment**

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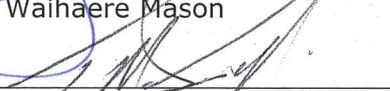
- 20.1 The Trustees have power to amend this Deed by deed made:
- (a) After a Special Resolution of the Trustees; and
  - (b) Where the amendment relates to matters permitted for by or under the MF Act the amendment must be approved by a Special Resolution in accordance with Schedule 4.
- 20.2 Any Registered Adult Member may submit a written proposal for the amendment of this Deed to the Secretary, and upon receipt of the proposal the Secretary shall provide a copy of the proposal to the Trustees and the Trustees shall consider the proposal at a meeting of the Trustees.
- 20.3 If the Trustees decide to propose amendment of this Deed, they shall consider whether there is a need for, and the extent, of consultation hui prior to the consideration of whether a Special Resolution is required under the MF Act.
- 20.4 Any amendment of this Deed shall be consistent with the MF Act.
- 20.5 Any proposal for the amendment of the constitutional documents of any Runanga Entity may only be promoted and made in accordance with any relevant requirements of the constitution of that Runanga Entity.


**Execution**

**Executed** as a deed

**SIGNED by Sharyn Smith and  
Waihaere Mason and Te One Smith**


as Trustees  
in the presence of :

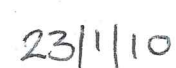
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\_\_\_\_\_  
Sharyn Smith  
  
\_\_\_\_\_  
Waihaere Mason  
  
\_\_\_\_\_  
Te One Smith

  
\_\_\_\_\_  
Witness Signature


  
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Witness Name

  
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Occupation

  
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Address


  
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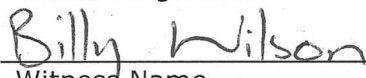
**SIGNED by Gena Moses-Tekani and  
Wayne Hemi and Peter Meihana )  
as Trustees )  
in the presence of :**

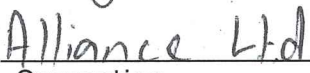
  
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Peter Meihana

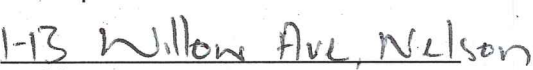
  
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Gena Moses-Te Kani

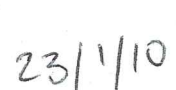
  
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Wayne Hemi

  
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Witness Signature

  
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Occupation

  
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## Schedule 1: Powers of Trustees

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1. The Trustees shall have power in accordance with Clause 8.2 of this Deed:
  - (a) To represent the collective interest of the Iwi and to be the legal representative of the Iwi in relation to that collective interest;
  - (b) To make claims and to pursue the settlement of claims on behalf of and for the benefit of the Iwi under the provisions of the Treaty of Waitangi Act 1975 or otherwise;
  - (c) To receive hold and manage, and/or to establish Runanga Entities to receive hold and manage Property transferred from the Crown directly or indirectly to the Runanga on behalf of the Iwi in settlement of any claims of the Iwi arising from actions and omissions of the Crown in breach of the Treaty of Waitangi/Te Tiriti o Waitangi;
  - (d) To receive hold and manage, and/or to establish Runanga Entities to receive hold and manage any other Property received by or for the benefit of the Iwi;
  - (e) To act (if recognised by Te Ohu Kai Moana Trustee Limited under section 13(1) of the MF Act) as a Mandated Iwi Organisation and or Iwi Aquaculture Organisation;
  - (f) To carry on or form any business, whether or not in partnership or joint venture, to achieve the Objects of the Runanga;
  - (g) To form or acquire any company to achieve the Objects of the Runanga;
  - (h) To enter into contracts for the provision of services to achieve the Objects of the Runanga and to enter into joint ventures with other entities in order to achieve the Objects of the Runanga;
  - (i) To open and maintain a bank account and to decide who will be the signatories to that account;
  - (j) To acquire, hold and dispose of Property;
  - (k) To lease Property;
  - (l) To grant leases of Property;
  - (m) To borrow or obtain credit;
  - (n) To guarantee or act as a surety;
  - (o) To enter into, settle and amend Derivative Transactions (and for these purposes "Derivative Transaction" means any currency swap, interest rate swap, asset swap, future rate or forward rate arrangement, interest cap, collar arrangement, floor arrangement, option arrangement, or anything similar, or any combination of such transactions);
  - (p) To enter into transactions denominated in a foreign currency and to make or receive payments in a foreign currency;
  - (q) To give security in respect of any obligation of the Trustees;



- (r) To accumulate the income of the Trust Fund;
- (s) To apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustees or falling due in future;
- (t) In relation to any share or other security that is part of the Trust Fund:
  - (i) to exercise any voting or controlling or decision-making rights or powers attaching to it; and
  - (ii) to concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;
- (u) To advertise the Runanga and the Objects;
- (v) To employ the General Manager, who shall have power to employ or engage individuals as employees of the Runanga or as contractors and such powers (as the Trustees may delegate to the General Manager), and to appoint the Secretary;
- (w) To appoint or engage any individual (including any of the Trustees) or company for any period:
  - (i) as an expert or professional person or entity to advise the Runanga and to act upon their opinion or advice;
  - (ii) to implement decisions of the Trustees;
  - (iii) as an attorney for the Trustees in New Zealand or elsewhere for all or any of the purposes of the Runanga;
- (x) To determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Runanga, or to apply for directions under section 66 of the Trustee Act 1956;
- (y) Generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and
- (z) To pay any costs or expenses incurred in the course of the Trustees discharging, carrying out or exercising any of their duties and powers.

## Schedule 2: Meetings of Trustees

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1. A quorum of trustees shall be a simple majority of the Trustees.
2. Subject to these rules and to this Deed, the Trustees shall meet no less than 4 times per year and regulate their meetings as they think fit.
3. At the first meeting of Trustees after the date of this Deed and at the first meeting of Trustees after the Annual General Meeting in each subsequent Calendar Year, the Trustees will by Ordinary Resolution appoint:
  - (a) one of the Trustees to the office of chairperson for a term ending at the end of the next Annual General Meeting; and
  - (b) another Trustee to the office of deputy chairperson for a term ending at the end of the next Annual General Meeting.
4. The Trustees may at any time by special resolution remove any person from the office of chairperson or deputy chairperson and appoint a new chairperson or deputy chairperson for a term ending at the end of the next Annual General Meeting.
5. The chairperson (or in the absence of the chairperson, the deputy chairperson, or another Trustee elected by the meeting) shall take the chair at all meetings of the Trustees, but shall not have a casting vote.
6. The chairperson or any two Trustees may at any time summon a meeting. Seven days notice of any meeting (stating the place, day and time of the meeting) shall be communicated to each of the other Trustees unless all of the Trustees agree to shorten or waive the period of notice.
7. All questions and matters arising at meetings of Trustees shall be decided by majority resolution of the Trustees present at the meeting.
8. A resolution in writing signed by all of the Trustees shall be as effective as if it had been passed at a meeting. Such a resolution may consist of several like documents each signed by one or more of the Trustees and may be sent by facsimile or other electronic transmission.
9. Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees.
10. The contemporaneous linking together by telephone or any other means of audible communication of enough of the Trustees to constitute a quorum shall be deemed to constitute a meeting of the Trustees so long as the following conditions are met:
  - (a) Each of the Trustees must have received notice of the meeting (or have waived notice) under Paragraph 6;
  - (b) Each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part at the commencement of the meeting and throughout the meeting; and
  - (c) At the commencement of the meeting each of the Trustees must acknowledge his or her presence to all the other Trustees taking part in the meeting.

11. A Trustee must not leave a meeting (whether by departing or by disconnecting his or her telephone or other means of communication) unless he or she has previously obtained the express consent of the chairperson of the meeting. A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the chairperson to leave the meeting.
12. The Trustees are to keep minutes of their meetings and of all their resolutions and decisions. The minutes shall be kept in a minute book maintained by the Secretary.
13. Any minute of a meeting of the Trustees (including their decisions) purporting to be signed by the chairperson of the meeting or of the next meeting shall be prima facie evidence of the matters referred to in such minute having been authorised done or passed by the Trustees. The decisions recorded in the minutes will be read in conjunction with the Deed and will be binding on all persons interested in the Runanga.
14. If a quorum is not present within twenty minutes after the time appointed for any meeting, the chairperson of the meeting may adjourn the meeting to another time.
15. Any meeting may be adjourned if the Trustees present so resolve. No notice will be necessary for the resumption of adjourned meetings except to Trustees not present at the meeting adjourned.



### **Schedule 3: Election and removal of Trustees**

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#### **1. TERM OF TRUSTEES**

##### **1.1 Application**

This Schedule applies to the election of Trustees.

##### **1.2 Term of office of Trustees**

All Trustees, including the Initial Trustees, shall hold office for up to but no more than three years.

##### **1.3 Timing**

- (a) Subject to Paragraph 1.4, the first election shall be held within 14 months of the date of this Deed and thereafter elections shall be held annually.
- (b) The Initial Trustees shall draw lots to determine in what order they will face election.
- (c) One Initial Trustee shall stand down at the 2010 election and an election shall be held to elect two Trustees whose office shall thereafter face an election every three years.
- (d) A further two Initial Trustees shall stand down in 2011 and an election shall be held to elect two Trustees whose office shall thereafter face an election every three years.
- (e) The remaining three Initial Trustees shall stand down in 2012 and an election held to elect Trustees whose office shall thereafter face an election every three years.

##### **1.4 Election at Special General Meeting**

Subject to paragraph 1.5, the Trustees must call a Special General Meeting for the purpose of holding an election if:

- (a) a Trustee's position becomes vacant under Clauses 5.4 and 5.7 of this Deed prior to the expiry of his or her elected term in office; or
- (b) a Trustee's position remains to be filled after an election held at an Annual General Meeting or Special General Meeting because of withdrawals or insufficient nominees.

##### **1.5 Early Cessation of Office by Trustee**

- (a) If an election of a new Trustee is required under paragraph 1.4 more than 8 months after the last election, no election shall be held unless there is a special resolution of Trustees requiring an election or unless there is less than five Trustees continuing in office.

- (b) If an election of a new Trustee is required under paragraph 1.4 less than 8 months after the last election or if an election is required under paragraph 1.5(a), the Runanga shall give Public Notice within 20 Business Days after the Trustee ceases to be a Trustee calling for a special election for the purpose of electing a new Trustee.

## **2. ELECTION PROCEDURE FOR TRUSTEES**

### **2.1 Notice Calling for Nominations**

At least 40 Business Days before the date of an Annual General Meeting or Special General Meeting at which election results will be notified, the Runanga will give Public Notice of:

- (a) the pending expiration of the term of office of Trustees and the number of Trustee positions that will be open for election;
- (b) the date, and at which the election will close;
- (c) the date by which nominations in writing for the new Trustees are to be received from Registered Adult Members by the Secretary at the Registered Office, such date to be no later than 25 Business Days before the Annual General Meeting;
- (d) the date, time and venue of the Annual General Meeting or Special General Meeting at which the result of the election will be announced; and
- (e) the ability for Adult Members of Ngati Kuia to register with the Runanga.

### **2.2 Nomination Form**

Nominations for election to the office of Trustee under this Schedule must be in writing on the nomination form from time to time prescribed by the Runanga which must:

- (a) contain details of the nominee's full name, address and contact number;
- (b) include a declaration signed by the nominee that:
  - (i) declares that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of the matters specified in Clause 5.5 of this Deed.
  - (ii) declares that, if elected, the Trustees agree to be bound by the terms of this Deed and any other relevant Trustee obligations;
  - (iii) authorises the Secretary to make enquiry of relevant persons, authorities and records to confirm any aspect of the Nominee's declaration;

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- (c) be accompanied by a brief curriculum vitae containing details of experience relevant to the role of Trustee; and
- (d) be counter-signed by two Registered Members.

### **2.3 Withdrawal of Nomination**

- (a) A nominee may withdraw his or her nomination by notice in writing to the Secretary signed by the nominee.
- (b) If the Secretary receives notice of the withdrawal of a nomination after Public Notice of the Nominees has been given and Ballot Papers have been sent to Registered Members under paragraph 2.5:
  - (i) if the notice of withdrawal of nomination is received 10 Business days before the date of the Annual General Meeting or Special General Meeting at which the election is to be held, the Secretary will forthwith give Public Notice notifying the withdrawal of the nominee and confirming the nominees who remain; and
  - (ii) if the withdrawing nominee was the sole nominee in terms of paragraph 2.4, the Runanga must within 20 Business Days after receiving notice of the withdrawal of the nomination give Public Notice calling for a Special General Meeting for the purpose of holding an election.

### **2.4 One Nomination**

In the event that the number of nomination forms received by the Secretary is less than or equal to the number of Trustee positions that are required to be filled at an election, the nominees in those nomination forms will be deemed to be duly elected as Trustees and a declaration for the purposes of paragraph 2.12 will be deemed to have been made.

### **2.5 Notice of Elections**

- (a) At least 20 Business Days before the date of an Annual General Meeting or Special General Meeting at which the result of an election will be announced, the Runanga will give Public Notice of:
  - (i) the number of Trustee positions that open for election and the names of the nominees;
  - (ii) the date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office;
  - (iii) any other means by which votes may be cast in the election (i.e. at the relevant Annual General Meeting or Special General Meeting and, where applicable, by electronic means); and
  - (iv) where Ballot Papers and any other information that may reasonably inform Members about the election may be viewed or obtained.



- (b) At least 20 Business Days before the date of an Annual General Meeting or Special General Meeting at which the result of the election will be announced the Runanga shall send to all Registered Adult Members notice in writing of:
- (i) the purpose of the election;
  - (ii) the date, time and venue of the Annual General Meeting or Special General Meeting at which the election will be held;
  - (iii) the number of Trustee positions that open for election and the names of the nominees;
  - (iv) that date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office;
  - (v) any other means by which votes may be cast in the election (i.e. at the relevant Annual General Meeting or Special General Meeting and, where applicable, by electronic means);
  - (vi) a Ballot Paper;
  - (vii) where further Ballot Papers and any other information that may reasonably inform Members about the election may be viewed or obtained.
- (c) Any Adult Member, not being a Registered Adult Member, may make a written request, which must be received by the Secretary no later than 20 Business Days after the date of the Public Notice under paragraph 2.1, for a written notice containing the information required under paragraph 2.5(b), provided however that:
- (i) the Secretary shall send the requested written notice to the Adult Member within two (2) Business Days of receiving the request, but the 20 Business Day notice period specified in paragraph 2.5(b) shall have no application;
  - (ii) the Secretary shall also send an Registration Form to the Adult Member with the written notice;
  - (iii) the completed Registration Form together with any completed Ballot Paper must be received on or before the date by which completed Ballot Papers are otherwise to be received by the Returning Officer at the Registered Office and the Adult Member's registration must be approved by the Registrar in order for the Member's vote to be counted by the Returning Officer in accordance with paragraph 2.10;
  - (iv) notwithstanding anything in clause 11 of this Deed, the Returning Officer shall forthwith upon receipt refer all completed Registration Forms to the Registrar;
  - (v) the Registrar shall consider, determine and advise the Returning Officer of the outcome of any applications for registration that are

received within 2 days of the General Meeting at which the result will be announced.

## **2.6 Voting**

- (a) Every election of Trustees after the date of this Deed shall be by way of Postal Ballot to be received by the Returning Officer on or before any notified date which must be a minimum of 3 days before the Annual General Meeting by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office.
- (b) In the event that the Runanga establishes electronic voting facilities, the Runanga may also provide for Registered Adult Members to vote by electronic means in addition to postal voting.
- (c) The Secretary and Returning Officer may, as appropriate and in a manner not inconsistent with the provisions of the Electoral Act 1993, take steps to assist the casting of votes by Registered Adult Members who are disabled.
- (d) For the avoidance of doubt, Registered Adult Members may not vote by proxy.

## **2.7 Number of Votes**

In an election each Registered Adult Member or Adult Member is entitled to cast a vote for one nominee in respect of each Trustee position that is vacant.

## **2.8 Exercise of Vote**

- (a) Votes by Registered Adult Members must be validly cast on a Ballot Paper and must be received by the Returning Officer on or before the notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office.
- (b) Votes by Adult Members must be validly cast on a Ballot Paper and received by the Returning Officer on or before the notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office and must be accompanied by a completed Registration Form which shall be attached to and form part of the Ballot Paper.
- (c) Where applicable, a Ballot Paper may be cast by electronic means and sent to the Returning Officer before any notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office.
- (d) no vote cast under this Schedule 3 shall be finally counted unless the details provided on the Ballot Paper are correct and the affiliation to Ngati Kuia has been confirmed.

## **2.9 Returning Officer**

- (a) The Runanga shall appoint a person to act as an independent Returning Officer for the purpose of Elections held under this Schedule, provided however that the Returning Officer shall not be a Trustee, a nominee for election, an employee of the Runanga, or a Iwi Member and may be the Runanga's solicitor or accountant.
- (b) The Returning Officer shall be responsible for receiving and counting all votes cast in an election held under this Schedule.
- (c) The Runanga may appoint two persons as scrutineers to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees or nominees for election.

## **2.10 Counting of Votes**

- (a) On completion of an election held in accordance with this Schedule the Returning Officer shall:
  - (i) reject as informal:
    - (I) any Ballot Paper for which there is reasonable cause to believe that it was not prepared by the Runanga for the purpose of the ballot;
    - (II) any Ballot Paper that is not properly completed by a Registered Adult Member;
    - (III) any Ballot Paper that does not have attached a completed Registration Form if the Adult Member is not registered at the time of vote;
    - (IV) any Ballot Paper where the Adult Member has been declined registration on the Members Register by the Whakapapa Committee; and
    - (IV) any Ballot Paper that does not clearly indicate whether the voter intended to vote for or against any proposed resolution;

provided that no Ballot Paper shall be rejected as informal by reason only of some informality in the manner in which it has been dealt with by the voter if the Ballot Paper is otherwise regular and if, in the opinion of the Returning Officer, the intention of the voter is clearly indicated;

- (b) count the number of votes rejected as informal; and
- (c) count the number of valid votes cast.



### **2.11 Equality of Votes**

- (a) Where there is an equality of valid votes between nominees who receive the highest (or second or third highest where there is more than one Trustee position to be filled) number of votes, the Returning Officer shall request the nominees to draw lots.

### **2.12 Declaration and Notification**

- (a) The Returning Officer shall make, and forward to the Runanga within (1) Business Days of the date of the Annual General Meeting at which the result of the election is announced, a declaration in writing stating:
  - (i) the number of Ballot Papers received;
  - (ii) the number of Ballot Papers rejected as informal;
  - (iii) the number of valid votes received by each nominee;
  - (iv) where applicable, the details of any Second Poll to be conducted by the Returning Officer; and
  - (v) the names of the duly elected Trustees.
- (b) Upon receipt by the Runanga of the declaration of the Returning Officer under paragraph 2.12(a), the Runanga shall give Private Notice of the result of the election within 10 Business Days of the date of the declaration, including whether there was a need for drawing of lots.

### **2.13 Retention of Election Records**

- (a) The Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all Ballot Papers and other voting records into a sealed packet. The Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election. The Returning Officer shall then sign the endorsement and forward the sealed packet to the Runanga.
- (b) Any sealed packet received from the Returning Officer shall be safely kept unopened by the Runanga for a period of 3 months from the date of the Annual General Meeting or Special General Meeting at which the election to which the packet relates was held. At the expiry of that 3 month period the packets shall be destroyed unopened.

## **Schedule 4: Approval of Special Resolutions**

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### **1.1 Application**

This Schedule applies to the voting process for Special Resolutions being Special Resolutions to:

- (a) amend this Deed in accordance with clause 20.1(b);
- (b) sell or transfer Settlement Quota or Income Shares or request Te Ohu Kai Moana Trustee Limited to treat quota as Settlement Quota or a request for rationalisation of Settlement Quota;
- (c) enter or approve a Major Transaction in accordance with clause 4.1(a);
- (d) resettle any or all of the Trust Fund in accordance with clause 6.1;
- (e) amend the constitution of Fisheries Asset Holding Company, to the extent that the amendment relates to matters provided for or under the MF Act; and
- (f) termination of the Runanga in accordance with 19.1.

### **1.2 Notice of Voting**

Where a matter is required to be put to a vote by way of Special Resolution:

- (a) At least 20 Business Days before the date of the Annual General Meeting or Special General Meeting at which the outcome of voting will be announced, the Runanga shall give Public Notice of:
  - (i) the matter, resolution, issue on which the vote is to be taken;
  - (ii) where the Special Resolution is sought for approval of a Major Transaction the Runanga will also give Public Notice of the nature of the Major Transaction;
  - (iii) the date, time at which the result of voting will be announced;
  - (iv) the date by which Ballot Papers are to be received by the Returning Officer at the Registered Office;
  - (v) where Ballot Papers and information that will reasonably inform Registered Adult Members and Adult Members of the matter, resolution or issue to be voted on may be viewed or obtained;
  - (vi) such other information that may be required by this Deed or any relevant legislation; and

- (vii) the ability for Adult Members of Ngati Kuia to register with the Runanga.
- (b) Any Adult Member, not being a Registered Adult Member, may make a written request, which must be received by the Secretary no later than 10 Business Days after the date of the Public Notice under paragraph 1.2(a), for a written notice containing the information required under paragraph 1.2(b);
- (c) Private Notice containing the information set out in paragraph 1.2(a)(i)-(vii).

### **1.3 Voting**

- (a) Every vote to which this Schedule applies shall be held by way of postal Ballot with votes to be cast prior to a properly notified General Meeting.
- (b) In the event that the Runanga establishes electronic voting facilities, the Runanga may also provide for Adult Members to vote by electronic means in addition to postal voting.
- (c) The Secretary and Returning Officer may as appropriate and in a manner not inconsistent with the provisions of the Electoral Act 1993 take steps to assist the casting of votes by Adult Members who are disabled.
- (d) For the avoidance of doubt, Adult Members may not vote by proxy.

### **1.4 Exercise of Vote**

- (a) Votes by Registered Adult Members must be validly cast on a Ballot Paper and must be received by the Returning Officer on or before the notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office.
- (b) Votes by Adult Members must be validly cast on a Ballot Paper and received by the Returning Officer on or before the notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office and must be accompanied by a completed Registration Form which shall be attached to and form part of the Ballot Paper.
- (c) Where applicable, a Ballot Paper may be cast by electronic means and sent to the Returning Officer before any notified date by which completed Ballot Papers are to be received by the Returning Officer at the Registered Office.
- (d) no vote cast under Schedule 4 shall be finally counted unless the details provided on the Ballot Paper are correct and the affiliation to Ngati Kuia has been confirmed.

### **1.5 Returning Officer**

- (a) The Runanga shall appoint a person to act as an independent Returning Officer for the purpose of all ballots held under this Schedule, provided however that the Returning Officer shall not be a Trustee, an employee of



the Runanga, or a Iwi Member, but shall be a person of standing and may be the Runanga's solicitor or accountant.

- (b) The Returning Officer shall be responsible for receiving and counting all votes cast under this Schedule.
- (c) The Runanga may appoint two persons as scrutineers to assist the Returning Officer with his or her task, provided that such persons shall not be Trustees.

#### **1.6 Counting of Votes**

- (a) On completion of a ballot held in accordance with this Schedule the Returning Officer shall:
  - (i) reject as informal:
    - (I) any Ballot Paper for which there is reasonable cause to believe that it was not prepared by the Runanga for the purpose of the ballot;
    - (II) any Ballot Paper that is not properly completed by an Registered Adult Member;
    - (III) any Ballot Paper that does not have attached a completed Registration Form if the Adult Member is not registered at the time of vote;
    - (IV) any Ballot Paper where the Adult Member has been declined registration on the Members Register by the Whakapapa Committee; and
    - (IV) any Ballot Paper that does not clearly indicate whether the voter intended to vote for or against any proposed resolution;

provided that no Ballot Paper shall be rejected as informal by reason only of some informality in the manner in which it has been dealt with by the voter if the Ballot Paper is otherwise regular and if, in the opinion of the Returning Officer, the intention of the voter is clearly indicated;

- (b) count the number of votes rejected as informal; and
- (c) count the number of valid votes cast.

#### **1.7 Declaration and Notification**

- (a) The Returning Officer shall forward a declaration to the Runanga one (1) Business Day before the Annual General Meeting or Special General Meeting in writing stating:
  - (i) the number of Ballot Papers received;

- (ii) the number of Ballot Papers rejected as informal;
  - (iii) the number of valid votes received in favour of each proposed resolution and the number of valid votes received against each proposed resolution; and
  - (iv) whether each proposed resolution has been passed by a sufficient majority of Registered Adult Members or Adult Members;
- (b) Upon receipt by the Runanga of the declaration of the Returning Officer under paragraph 1.7(a), the Runanga shall give Public Notice of the result of the ballot within 3 Business Days of the date of the declaration.

## **Schedule 5: General Meetings**

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### **1. ANNUAL GENERAL MEETING**

#### **1.1 Timing**

- (a) The Runanga will, in each Calendar Year after the date of this Deed, hold an Annual General Meeting in addition to any other meetings held in that year.
- (b) The Annual General Meeting must be held within 9 calendar months of the end of the Financial Year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next

#### **1.2 Purpose**

The purpose of the Annual General Meeting will be:

- (a) to report on the operations of the Runanga and all Runanga Entities;
- (b) to present and review with Registered Adult Members the Annual Report and the audited Annual Accounts for the Financial Year most recently completed;
- (c) to present and review with Registered Adult Members the Annual Plan and, from time to time, the Five Year Plan and any update to that Five Year Plan;
- (d) from time to time, to report on the election of Trustees;
- (e) to undertake all other notified business;
- (f) at the discretion of the Chairperson, to undertake any other general business or discuss any other issues raised by Iwi Members at the meeting.

#### **1.3 Notice of Annual General Meeting**

- (a) At least 20 Business Days before the date of any Annual General Meeting the Runanga will give Public Notice of:
  - (i) the date, time, venue and agenda of the Annual General Meeting;
  - (ii) where any relevant additional information may be viewed or obtained; and
  - (iii) such other information that may be required by this Deed or any relevant legislation.
- (b) Subject to any other requirements in this Deed, the date, time, venue and agenda of the Annual General Meeting shall be determined by Ordinary Resolution at a meeting of Trustees.



## **2. SPECIAL GENERAL MEETINGS**

### **2.1 Power to call Special General Meetings**

- (a) A Special General Meeting shall be convened by the Trustees where required under any provision of this Deed or on the written request of either:
  - (i) not less than 40% of the Trustees; or
  - (ii) not less than 75 of the Registered Adult Members.
- (b) Subject to any other requirements in this Deed, the date, time, venue and agenda of any Special General Meeting shall be determined by Ordinary Resolution at a meeting of Trustees.
- (c) A written request under paragraph 2.1(a) must state the purposes for which the Special General Meeting is to be convened and the specific agenda items proposed for the meeting and must be signed, as the case may be, by:
  - (i) each of the Trustees requesting the meeting in accordance with paragraph 2.1(a)(i); or
  - (ii) each of the Registered Adult Members requesting the meeting in accordance with paragraph 2.1(a)(ii);

and be delivered to the Secretary at the Registered Office by facsimile, personal delivery or post, and may consist of several documents in the same form, each executed on behalf of one or more of the Trustees or Registered Adult Members requesting the meeting. The request will be deemed to be given on the Business Day that it is received or, if received on a day that is not a Business Day, on the next Business Day.

- (d) If the Trustees do not, within 15 Business Days from the date on which a request is deemed to have been given effectively under paragraph 2.1(c), give Public Notice of the date, time, venue and agenda of a Special General Meeting to be held within 20 Business Days from the date of the Public Notice, the Trustees or Registered Adult Members who requested the meeting may themselves convene a Special General Meeting, but any Special Meeting so convened must be held within three calendar months of the date that the request was deemed to have been given under paragraph 2.1(c).

### **2.2 Notice of Special General Meeting**

- (a) Notice of a Special General Meeting convened under paragraph 2.1 must be given in the same manner as for a notice of an Annual General Meeting and shall include notice of the matter, resolution or issue proposed to be considered at the Special General Meeting in addition to any other matters required to be notified under this Deed.
- (b) For the avoidance of doubt, in the case of a Special General Meeting requested under paragraph 2.1(a)(ii), every person who signs a request

pursuant to paragraph 2.1(c)(ii) is to receive not less than 20 Business Days' written notice of that Special General Meeting.

### **2.3 Cost of Special General Meeting**

- (a) Any reasonable expenses that are incurred by the Trustees or Registered Adult Members who convened a meeting under paragraph 2.1(d) as a result of the failure of the Trustees to convene a Special General Meeting which has been properly requested, are to be reimbursed by the Runanga to the Trustees or Registered Adult Members who requested the meeting.

### **2.4 Business at Special General Meeting**

- (a) No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that Special General Meeting.

## **3. PROCEEDINGS AT MEETINGS**

### **3.1 Quorum**

- (a) The quorum for a General Meeting at which one or more Special Resolutions is to be proposed, other than as provided in paragraphs 3.1(d) and (e), is:
  - (i) 75% or more of the Trustees present in person; and
  - (ii) 20 Registered Adult Members, not being Trustees.
- (c) If, within one hour of time appointed for a General Meeting or meeting of Trustees, a quorum is not present, the meeting is to stand adjourned until the twentieth Business Day, or such other date as the Trustees may determine, following that adjournment.
- (d) On that later day to which any meeting is adjourned under paragraph 4.1(d), the meeting will be held at the same time and in the same place as the adjourned meeting unless the Trustees determine that the meeting shall be held at another time and place. In the case of a General Meeting the Trustees shall forthwith following the adjournment publish a Public Notice specifying the date, time and place of the adjourned meeting.
- (e) If a quorum is not present within one hour from the time appointed for any adjourned meeting:
  - (i) the Trustees present in person or by telephone in the case of a meeting of Trustees shall constitute a quorum; or
  - (ii) the Trustees and Registered Adult Members present in person in the case of a General Meeting shall constitute a quorum.

## **4.2 Chairperson**

- (a) The chairperson or, failing him or her, the deputy chairperson, will preside over and have control of every General Meeting.
- (b) If there is no chairperson or deputy chairperson present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose any of their number to substitute as Chairperson for the meeting.

## **4.3 Proceedings at Annual General Meetings and Special General Meetings**

- (a) Any Registered Adult Member may speak at any General Meeting during the period fixed for general debates at such meeting or any other period at such meeting which the Trustees resolve to permit general debate.
- (b) With the exception of the following resolutions, the Trustees shall not be bound by a resolution passed at an General Meeting but will only be required to give consideration to any such resolution in administering the Runanga and the Trust Fund and carrying out the Objects of the Runanga:
  - (i) Votes on the election of Trustees;
  - (ii) Special Resolutions.

## **4.4 Unruly Meetings**

- (a) If any General Meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, required to be voted upon, is put to the vote without further discussion.



## **Schedule 6: Primary Hapu and Tupuna of Ngati Kuia**

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1. The following list is agreed upon as at October 2009.
2. These are the tupuna for the purpose of the meaning of Ngati Kuia in the Interpretation clause (a)(i):
  - 2.1 Turahui;
  - 2.2 Tawake;
  - 2.3 Te Whakamana; and
  - 2.4 Hinekauwhata.
3. These are the unions of tupuna for the purpose of the meaning of Ngati Kuia in the Interpretation clause (a)(i):
  - 3.1 Matua Hautere and Kauhoe
  - 3.2 Kopiha and Wairangi
  - 3.3 Haua and Kurawhiria
  - 3.4 Wharepuka and Huawa
  - 3.5 Te Heiwi and Tarakaipa
  - 3.6 Kuia and Rongotamea
  - 3.7 Hotutaua and Wainuiaono