

Te Rūnanga o Ngāi Takoto

Trust Deed

CONTENTS

HE WHAKAMARAMA	4
1. DEFINITIONS AND INTERPRETATIONS.....	5
2. CONSTITUTION, STATUS, AND OBJECTS OF THE TRUST	9
3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES	10
4. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES	12
5. TRUSTEES TO ESTABLISH COMPANY OR COMPANIES	12
6. APPOINTMENT OF DIRECTORS	13
7. APPLICATION OF INCOME.....	144
8. PLANS	15
9. ANNUAL REPORTS, ACCOUNTS AND AUDITOR.....	15
10. COMPANY PLANS AND REPORTS.....	16
11. DISCLOSURE OF PLANS, REPORTS AND MINUTES.....	18
12. NO DISCLOSURE OF SENSITIVE INFORMATION.....	18
13. GENERAL MEETINGS	18
14. DISCLOSURE OF INTERESTS	22
15. DEALINGS WITH "INTERESTED" TRUSTEES.....	23
16. PROHIBITION OF BENEFIT OR ADVANTAGE.....	23
17. DISCLOSURE OF TRUSTEE REMUNERATION	23
18. ADVICE TO TRUSTEES.....	23
19. LIABILITY OF TRUSTEES	24
20. INDEMNITY AND INSURANCE.....	24
21. NGĀITAKOTO NOT TO BE BROUGHT INTO DISREPUTE.....	25
22. GIFTS AND DONATIONS	25
23. RECEIPTS FOR PAYMENTS	26
24. CUSTODIAN TRUSTEE.....	26
25. AMENDMENTS TO DEED	27
26. TERMINATION OF TRUST	29
27. PERPETUITIES	29
28. ARCHIVING OF RECORDS	29
29. DISPUTE RESOLUTION.....	30
30. FIRST SCHEDULE – Membership of NgāiTakoko Register	32

Te Rūnanga o Ngāi Takoto Trust Deed

Executed as a deed on the day of 2013

HE WHAKAMARAMA

- A. Ngāi Takoto a Iwi Research Unit Trust, the mandated iwi authority, has represented the iwi of Ngāi Takoto throughout the Treaty of Waitangi settlement negotiations with the Crown.
- B. In 2009, Ngāi Takoto elected interim negotiators to represent the interests of Ngāi Takoto in their negotiations with the Crown. Mandating hui, to complete a formal mandate process recognised by the Crown, were held at Auckland, Kaiaia and Whangarei in August 2009 and on 18 August 2008. The Crown recognised the mandate of the Ngāi Takoto a Iwi Research Unit Trust to negotiate a settlement of Ngāi Takoto's historical Treaty of Waitangi claims.
- C. Ngāi Takoto a Iwi Research Unit Trust exchanged letters with the Crown confirming that a Deed of Settlement was in order to take to members of Ngāi Takoto for ratification.
- D. Ngāi Takoto a Iwi Research Unit Trust entered into a Deed of Settlement with the Crown to settle its historical Treaty of Waitangi claims in 2012.
- E. In order to meet the requirements prescribed by the Crown, Ngāi Takoto a Iwi Research Unit Trust is establishing a post settlement governance entity to receive and administer the settlement assets received by Ngāi Takoto as part of the Treaty of Waitangi settlement to be agreed with the Crown.

31.	SECOND SCHEDULE – Election of Trustees	35
32.	THIRD SCHEDULE – Proceedings of Trustees	45
33.	FOURTH SCHEDULE – Kaumātua Taumata	50
34.	FIFTH SCHEDULE – Procedure for Passing Special Resolution	51

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms:

In this Deed, unless the context otherwise requires:

“Adult Member of NgāiTakoto” means a Member of NgāiTakoto who is 18 years of age or over;

“Adult Registered Members of NgāiTakoto” means those members of NgāiTakoto identified on the NgāiTakoto Register as being over 18 years of age or over;

“Alternate” means an alternate trustee as elected in accordance with *rule 3.3* in the Second Schedule;

“Annual Plan” means the annual plan of the Trust which is prepared in accordance with *clause 8.1*;

“Annual Report” means the Annual Report of the NgāiTakoto Group which is prepared by the Trustees in accordance with *clause 9.1*;

“Balance Date” means 31 March or any other date that the Trustees by resolution adopt as the date up to which the Trust’s financial statements are to be made in each year;

“Business Day” means Monday to Friday, except for public holidays, in any week;

“Chairperson” means the chairperson from time to time of the Trust elected by the Trustees in accordance with *rule 4* of the Third Schedule;

“Chief Executive Officer” means the Chief Executive Officer of the Trust appointed in accordance with *clause 4.1*;

“Chief Returning Officer” means as the context requires:

(a) The person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with *rule 10* of the Second Schedule; or

(b) The person appointed as chief returning officer for the purposes of a Special Resolution in accordance with *rule 7* of the Fifth Schedule.

“Company” means either of the two (2) companies that the Trust is required to establish pursuant to *clause 5* to undertake Commercial Activities.

“Commercial Activities” means any activity carried out in pursuit of the Trust’s Purposes and which has as its principal objective the maximising of financial or economic returns to the NgāiTakoto Group and shall include without limitation the management and administration of all cash,

forestry lands, commercial redress properties acquired in the settlement of the NgāiTakoto Claims;

“Consolidated Financial Statements” means the consolidated financial statements of the NgāiTakoto Group prepared by the Trust in accordance with *clause 9.1*;

“Custodian Trustee” means the Company established in accordance with *clause 24.1*;

“Customary Rights” means rights according to tikanga Māori (Māori customary law, values and practices) including –

- (a) rights to occupy land;
- (b) rights in relation to the use and stewardship of land or other natural or physical resources; and
- (c) rights of burial.

“Deed” means this deed of trust and includes He Whakamarama and the schedules to this deed;

“Deed of Settlement” means the deed that will be entered into between representatives of NgāiTakoto and the Crown recording the settlement of the NgāiTakoto Claims;

“Deputy Chairperson” means the deputy chairperson from time to time of the Trust, if one (1) is elected in accordance with *rule 4* of the Third Schedule;

“Disputes Committee” means a committee formed in accordance with *clauses 29.4 and 29.5*;

“Electoral Review Officer” means the person appointed to act as electoral review officer in accordance with *rule 13.2* of the Second Schedule;

“Five Year Plan” means the five (5) year plan of the Trust prepared in accordance with *clause 8.2*;

“Income Year” means any year or accounting period beginning 1 April of one (1) calendar year and ending on the Balance Date;

“Initial Trustees” means the trustees identified in *clause 3.1*;

“Trustees” means those persons who are elected at the time of the adoption of this Deed;

“Kaumātua Taumata” means those NgāiTakoto who meet and are collectively known as the Kaumātua Taumata of NgāiTakoto as established in the Fourth Schedule;

"Major Transaction" in relation to any member of the NgāiTakoto Group means:

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than fifty percent of the value of the Trust's Assets before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than fifty percent of the value of the Trust's Assets before disposition; or
- (c) A transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than fifty percent of the value of the Trust's Assets before the transaction;

But does not include:

- (d) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust's Assets (whether the assets are held by the Trust or any other member of the NgāiTakoto Group); or
- (e) Any acquisition or disposition of Property by a member of the NgāiTakoto Group from any other wholly-owned member of the NgāiTakoto Group;

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than one (1) half of the value of the Trust's Assets for the purpose of securing the repayment of money or the performance of an obligation.

"Marae" means any of Waimanoni, Wharemaru, Mahimaru or Te Pā a Parore marae;

"Member of NgāiTakoto" means every individual who is descended from Kauri and Tumoana, the tūpuna from the eponymous ancestor of Tuwhakare;.

"Membership Validation Committee" means the committee appointed in accordance with *rule 4* of the First Schedule;

"NgāiTakoto" means the iwi, or collective group, composed of Members of NgāiTakoto, and includes:

- (a) Every Member of NgāiTakoto; and

(b) Any family, whānau or group of individuals, composed of individuals referred to in (a) of this definition.

“NgāiTakoto Ancestor” means an individual or individuals who, at any time after 6 February 1840, exercised Customary Rights within the NgāiTakoto Area of Interest by virtue of his or her being descended from NgāiTakoto;

“NgāiTakoto Area of Interest” means the Area of Interest of NgāiTakoto as identified and defined in the Deed of Settlement;

“NgāiTakoto Claims” means NgāiTakoto historical claims against the Crown in respect of the Crown’s breaches of its obligations to NgāiTakoto under the Treaty of Waitangi;

“NgāiTakoto Group” means the Trust, Company, their subsidiaries (if any), the Custodian Trustee (if any) and any trust(s) (whether incorporated or not) under their control;

“NgāiTakoto Register” means the register of Members of NgāiTakoto that is to be maintained by the Trust in accordance with the First Schedule to this Deed;

“Property” means all property (whether real or personal) and includes choses in action, rights, interests and money;

“Registrar-General of Land” means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952;

“Related Person” has the same meaning as provided in the Income Tax Act 2007;

“Settlement Act” means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the premises contained within that deed;

“Settlement Date” means the date defined as the Settlement Date in the Deed of Settlement or Settlement Act;

“Special Resolution” means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of NgāiTakoto who validly cast a vote in accordance with the process set out in the Fifth Schedule;

“Statements of Intent” means the statements of intent prepared by the Company in accordance with *clause 10.1*;

“Subsidiary” means any Subsidiary as defined by section 5 of the Companies Act 1993;

“Trust” means the trust created by this Deed which is to be called Te Rūnanga o NgāiTakoto Settlement Trust;

“Trust’s Assets” means the trust fund of the Trust and shall include all assets received or otherwise owned or acquired from time to time by the Trust, including without limitation all NgāiTakoto land and all assets received pursuant to the Deed of Settlement and Settlement Act, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trust;

“Trustees” means the trustees appointed from time to time in accordance with *clause 3.1* and the Second Schedule of this Deed to represent NgāiTakoto and to act as the trustees for the time being of the Trust and “Trustee” shall mean any one (1) of those persons; and

“Trust’s Purposes” means the objects and purposes set out in *clause 2.4*.

1.2 Interpretation:

In this Deed, unless the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing one (1) gender include the other genders;
- (c) References to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) References to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) References to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Deed;
- (f) The schedules to this Deed shall form part of this Deed;
- (g) Headings appear as a matter of convenience only and shall not affect the interpretation of this Deed;
- (h) References to a company are references to a company incorporated pursuant to the Companies Act 1993; and
- (i) References to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

2. CONSTITUTION, STATUS AND OBJECTS OF THE TRUST

2.1 Trust Established:

The Trustees acknowledge that they hold the Trust’s Assets upon the trusts and with the powers set out in this Deed. The Trustees further

acknowledge that the Trust hereby created shall be known as Te Rūnanga o NgāiTakoto.

2.2 Trust Administration:

The Trust shall be governed and administered by and in accordance with this Deed.

2.3 Powers of Trust:

The Trustees, on behalf of the Trust, shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall, in their capacity as Trustees, 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 Trust's Purposes.

2.4 Objects and purposes of the Trust:

The purposes for which the Trust are established are to receive, hold, manage and administer the Trust's Assets on behalf of and for the benefit of the present and future Members of NgāiTakoto in accordance with this Deed including, without limitation:

- (a) The promotion amongst NgāiTakoto of the educational, spiritual, economic, health, social and cultural advancement or well-being of NgāiTakoto;
- (b) The ongoing maintenance and establishment of places of cultural or spiritual significance to NgāiTakoto;
- (c) The undertaking of commercial activities to support the other objects and purposes of the Trust; and
- (d) Any other purpose that is considered by the Trustees from time to time to be beneficial to NgāiTakoto.

2.5 Restriction on Major Transactions:

Notwithstanding *clause 2.3*, the Trust and any entity which is a member of the NgāiTakoto Group must not enter into a Major Transaction unless that Major Transaction:

- (a) Is approved by way of Special Resolution in accordance with the Fifth Schedule; or
- (b) Is contingent upon approval by way of Special Resolution.

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Initial Trustees:

The people in this *clause 3.1* will initially hold office to the conclusion of the annual general meeting of the Trust for the Income Year ended 31 March 2014:

Wallace Rivers
Dale Mehana
Mete Norman
Mangu Awarau
Jasmine Marino
Trudy Brown – Patuwairua

3.2 Rotation of Initial Trustees:

The Initial Trustees shall be rotated on the following basis:

- (a) As at the date of the annual general meeting of the Trust for the Income Year ended 31 March 2014, two (2) of the Initial Trustees shall retire and four (4) new Trustees, one (1) representative from each Marae, will be appointed as a Trustee;
- (b) The remaining four (4) Initial Trustees shall retire as at the date of the annual general meeting of the Trust for the Income Year ended 31 March 2015 and four (4) new Trustees, one (1) additional representative from each Marae, will be appointed as Trustees;
- (c) For those Trustees due to retire, their effective date of retirement is the date of the annual general meeting.

3.3 Order of retirement of Initial Trustees:

The order of retirement of the Initial Trustees under *clause 3.2* shall be determined by agreement failing which the determination shall be made by the drawing of lots.

3.4 Term following retirement of Initial Trustees:

Following the retirement of the Initial Trustees in accordance with *clause 3.2*, each Trustee shall hold office until the conclusion of the annual general meeting of the Trust for the third income Year following his or her appointment.

3.5 Eligibility of retiring Trustees:

Retiring Trustees shall be eligible for re-election. For avoidance of doubt, Initial Trustees will be eligible for re-election.

3.6 Trustees:

Pending election and appointment of Trustees the Trustees shall be elected in accordance with the Second Schedule.

3.7 Trustees to control Trust affairs:

Subject to any requirements imposed by this Deed, the Deed of Settlement and the Settlement Act the Trustees shall control and supervise the business and affairs of the Trust in such a manner as they, in their sole discretion, see fit.

3.8 Proceedings of Trustees:

Except as otherwise provided in the Deed the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the Third Schedule.

4. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

4.1 Trustees to appoint Chief Executive Officer:

The Trustees shall appoint a Chief Executive Officer no later than six (6) months after the Settlement Date to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Deed.

4.2 Delegations to Chief Executive Officer:

The Chief Executive Officer shall be responsible for the employment of all other employees of the Trust and shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

4.3 Trustee roles:

A Trustee may not be an employee of the Trust.

5. TRUSTEES TO ESTABLISH COMPANIES

5.1 Establishment of the Company:

In receiving, controlling, and supervising the use of the Trust's Assets on behalf of NgāiTakoto, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Trustees shall establish and oversee the operations of the Company. The Company is to consist of two (2) companies to be established for different business purposes. Each company will be established in the same manner and on the terms set out in this Trust Deed.

5.2 Ownership and Control of the Company:

The Company shall be 100% owned and controlled by the Trustees.

5.3 The Company:

The Company, once established, shall as its objective and sole purpose manage those of the Trust's Assets that are of a commercial nature, which the Company shall manage on a prudent, commercial and profitable basis and in doing so shall conduct or otherwise undertake all Commercial Activities of the NgāiTakoto Group, either itself or through any subsidiary established for that purpose, on behalf of and solely for the benefit of the Trust in the furtherance of the Trust's Purposes.

5.4 Trustees to monitor:

In giving effect to the Trust's Purposes the Trustees shall be responsible for monitoring and otherwise overseeing the activities of the Company. The Trustees shall also exercise their ownership or other rights and

interests in the Company in such a way as to promote the performance by the Company of its objectives and sole purposes as set out in this Deed.

5.5 Assets held for NgāiTakoto:

All assets held and income derived by any member of the NgāiTakoto Group, including the Company, shall be held and derived for and on behalf of the Trust.

5.6 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Deed, all companies (including the Company) and other entities within the NgāiTakoto Group shall be governed by their respective boards and the role of the Trustees in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Trustees as shareholders, or (as applicable) appointor, and beneficiary of the relevant entity.

5.7 Remuneration of directors:

The Trustees shall determine the remuneration payable to any Director of the Company.

5.8 No influence in determining remuneration:

No Trustee receiving any remuneration referred to in *clause 5.7* shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

6. APPOINTMENT OF DIRECTORS

6.1 Appointment and removal of directors:

The directors of the Company shall be appointed and removed by the Trustees, including the tenure and any rotation of directors.

6.2 Directors of the Company:

For each of the Company:

(a) There shall be a minimum of two (2) and not more than three (3) directors of the Company.

(b) A minimum of one (1) director of the Company must be a Member of NgāiTakoto.

(c) There may only be a maximum of one (1) Trustee as a director.

6.3 Appointments with regard to skills and expertise:

A director of the Company shall only be appointed if that person has the particular skills and expertise that are required of a member of the board having regard to the activities that the Company undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the board.

7. APPLICATION OF INCOME

7.1 The Company to remit funds to the Trust:

The Company shall in each Income Year remit to the Trust so much of the surplus income derived by the Company on behalf of the Trust as is agreed between the Company and the Trust having regard to:

- (a) The Company's objective and sole purpose in *clause 5.3* of this Deed and the desirability of retaining and reinvesting income to meet that objective and purpose;
- (b) The projected operating requirements of the Company and its subsidiaries as set out in their plans; and
- (c) The responsibilities and duties of the directors of the Company to comply with the requirements of the Companies Act 1993.

7.2 Trustees may apply income as they see fit:

Subject to any other requirements in this Deed, the Trustees may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from the Company) in any Income Year as the Trustees in their sole discretion think fit for or towards the Trust's Purposes.

7.3 Payments out of income:

The Trustees may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Trustees in their discretion think fit, including:

- (a) As a reserve against losses and contingencies, the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or
- (b) As a reserve to meet fluctuations of income in future years.

7.4 Matters to consider in applying income:

In making any decision as to the application of the income in any Income Year, the Trustees shall, in exercising their discretion:

- (a) Determine how much of the income should cease to be income and be added to and form part of the capital of the Trust's Assets, provided that the Trustees may not in the Income Year convert the entire income of the Trust into capital; and
- (b) Endeavor to act fairly in considering the present and future needs and interests of all Members of NgāiTakoto.

7.5 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this *clause 7* during or within the six (6) months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust's Assets and shall be subject to the trusts and powers declared in respect of the capital of the Trust's Assets.

8. PLANS

8.1 Trustees to prepare Annual Plan:

The Trustees shall prepare no later than one (1) month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year the following information:

- (a) The strategic vision of the Trust for the NgāiTakoto Group;
- (b) The nature and scope of the activities proposed by the Trustees for the NgāiTakoto Group in the performance of the Trust's Purposes;
- (c) The ratio of capital to total assets;
- (d) The performance targets and measurements by which performance of the NgāiTakoto Group may be judged;
- (e) The manner in which it is proposed that projected income will be dealt with;
- (f) Any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of NgāiTakoto; and
- (g) Any other information as the Trustees in their discretion consider necessary or appropriate.

8.2 Trustees to prepare Five Year Plan:

The Trustees shall also produce within 18 months following the execution of this Deed, a Five Year Plan. Such a plan shall set out the longer term vision of the Trustees in respect of the matters referred to in *clause 8.1(a) to (f)* and shall include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Assets. The Trustees shall review the Five Year Plan annually.

9. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

9.1 Preparation of Annual Report:

The Trustees must, within five (5) months after the end of each Income Year, cause to be prepared an Annual Report on the affairs of the NgāiTakoto Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance

sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the NgāiTakoto Group for that Income Year. The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director of the Company, or as a director or trustee of any other member of the NgāiTakoto Group) and details of any premiums paid in respect of Trustees' indemnity insurance (or any indemnity payments made by an insurer).

9.2 Audit of financial statements:

The Trustees must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.

9.3 Appointment of auditor:

The auditor shall be appointed by the Trustees prior to the end of the Income 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 Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant shall not be appointed as the auditor.

10. COMPANY PLANS AND REPORTS

10.1 The Company to prepare Plans and Statements of Intent:

The Trustees shall procure that the Company will:

- (a) Within six (6) months of the Settlement Date prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) As required by the Trustees update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) No later than 18 months following the Settlement Date prepare a Five Year Plan, which shall be updated not less than every three (3) years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) No later than two (2) months following the completion of the Five Year Plan referred to in paragraph (c) of this clause, and thereafter no later than two (2) months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its 5 year planning

objectives and fulfil the objectives and principles of the Statement of Intent;

- (e) In addition to any normal reporting requirements, within two (2) calendar months after the completion of the first, second and third quarter of each Income Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

10.2 Trustee approval required:

Prior to being implemented all Statements of Intent, Five Year Plans and Annual Plans must be approved by the Trustees. Such approval shall be given in light of the Trust's overall plans and policies in respect of the Trust's Assets and the NgāiTakoto Group, and having regard to the specific roles of the Company as set out in *clause 5*. However, nothing in this clause shall allow the Trustees to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, with the intention that the directors of the Company shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

10.3 Reports by the Company to comply with Companies Act 1993:

The Trustees shall procure that all Annual Reports by the Company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) The description required by section 211(1)(a) of the Companies Act 1993 of any change in the nature of the business of the Company or any of its subsidiaries, or the classes of business in which the Company has an interest, whether as a shareholder of another company or otherwise;
- (b) The financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993; and
- (c) The auditor's report of the financial statements (or group financial statements) of the Company for that Income Year.

10.4 Report to include comparison against plans:

In addition to the matters set out in *clause 10.3*, the Trustees shall procure that all reports by the Company include a comparison of their performance against both its respective Annual Plans for that Income Year and its medium and longer term planning objectives (as set out in the Five Year Plans and Statement of Intent).

10.5 Protection of sensitive information:

For the avoidance of doubt, nothing in this *clause 10* limits or affects the rights of the Trustees, as shareholders in the Company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the Annual Report of the Company.

11. DISCLOSURE OF PLANS, REPORTS AND MINUTES

11.1 Documents to be available for inspection:

The Trustees shall hold at its offices and make available for inspection by any Member of NgāiTakoto during normal business hours on any Business Day:

- (a) The Annual Report for each of the preceding three (3) Income Years;
- (b) The Consolidated Financial Statements for the preceding three (3) Income Years;
- (c) The Annual Plan;
- (d) The Five Year Plan;
- (e) The Statements of Intent;
- (f) The minute book kept in accordance with *clause 13.15* of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) Their own personal details on the Register;
- (h) The Deed and any amendments to the Deed; and
- (i) The constitution of the Company.

11.2 Costs of copying:

Any Member of NgāiTakoto shall be entitled to obtain copies of the information referred to in *clause 11.1*. However the Trustees shall also be entitled to recover at their discretion all reasonable copying or postage costs (if any).

12. NO DISCLOSURE OF SENSITIVE INFORMATION

12.1 For the avoidance of doubt, but subject to the Trustee's reporting obligations in *clauses 9.1, 11.1(a), 11.1(b), 11.1(f), 13.1(a) and 13.1(b)*, the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trustees and the NgāiTakoto Group which the Trustees consider on reasonable grounds to be commercially or otherwise sensitive.

13. GENERAL MEETINGS

13.1 Trustees to hold annual general meeting:

The Trustees shall, no later than six (6) calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members of NgāiTakoto, to be called its annual general meeting, and shall at that meeting:

- (a) Report on the operations of the NgāiTakoto Group during the preceding Income Year;
- (b) Present the Annual Report and duly audited Consolidated Financial Statements;
- (c) Present the proposed Annual Plan;
- (d) Announce the names of all newly appointed Trustees;
- (e) Approve the appointment of the auditor for the next Income Year;
- (f) Approve the Trustees' remuneration;
- (g) Undertake all other notified business; and
- (h) At the discretion of the Chairperson, undertake any other general business raised at that meeting.

13.2 Attendance at annual general meeting:

All Adult Registered Members of NgāiTakoto are entitled to attend annual general meetings. Any other person may attend at the invitation of the Trustees.

13.3 Approval of Trustees' remuneration:

No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members of NgāiTakoto present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee. This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director of the Company, or a director or trustee of any other member of the NgāiTakoto Group and that remuneration shall be determined by the Trustees pursuant to *clauses 5.7 and 5.8.*

13.4 Notice of general meeting:

The Trustees shall give not less than 21 days notice of the holding of the annual general meeting, such notice to be posted (including, by electronic form where available) to all Adult Registered Members of NgāiTakoto at the last address shown for each such Adult Registered Member of NgāiTakoto on the NgāiTakoto Register. Notice of the meeting shall also

be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of NgāiTakoto reside. All such notices shall contain:

- (a) The date, time and place of the meeting;
- (b) An agenda of matters to be discussed at the meeting; and
- (c) Details of where copies of any information to be laid before the meeting may be inspected.

13.5 Notice of meetings:

In addition to the annual general meeting of the Trust, the Trustees shall convene a special general meeting of the Trustees on the requisition of:

- (a) The Chairperson and Deputy Chairperson for the time being of the Trustees; or
- (b) Any three (3) Trustees; or
- (c) 20 of Adult Registered Members of NgāiTakoto.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

13.6 Annual general meeting not limited to notified business:

At the discretion of the Chairperson, any general business raised at the designated time for general business at any annual general meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

13.7 Special meeting limited to notified business:

No business shall be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.

13.8 Invalidation:

The proceedings of a meeting are not invalidated by the accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by a Member of NgāiTakoto.

13.9 Deficiency of notice:

Subject to *clause 13.6*, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if the deficiency or irregularity is not material.

13.10 Quorum:

The quorum required for any annual or special general meeting of the Trustees shall be 20 Adult Registered Members of NgāiTakoto present in person and the quorum of Trustees present in person. For the avoidance of doubt, if a Trustee is an Adult Registered Member of NgāiTakoto, they are entitled to vote.

13.11 Chairing of meetings:

The Chairperson for the time being of the Trust will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one (1) of their number to substitute as the chairperson for that meeting.

13.12 Voting:

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of NgāiTakoto present shall have one (1) vote. All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of NgāiTakoto who validly cast a vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the chairperson of the meeting. However, except as provided in *clauses 2.5, 13.1(f), 13.3, 25.1 and 26* and in the Fifth Schedule the Trustees shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Trust's Assets and carrying out the Trust's Purposes. The latest version of the NgāiTakoto Register will be present at any annual or special general meetings.

13.13 Adjourned meetings:

If after one (1) hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be reconvened seven (7) days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one (1) hour from the time appointed for that adjourned meeting, the Adult Registered Members of NgāiTakoto present will constitute a quorum.

13.14 Unruly meetings:

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 or may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote

by a poll, without further discussion and the meeting will be considered closed.

13.15 Minutes:

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

13.16 Minutes to be evidence of proceedings:

Any minutes of the proceedings at an annual general meeting or a special general meeting which is purported to be signed by the chairperson at that meeting shall be evidence of those proceedings.

13.17 Minutes to be evidence of proper conduct:

Where minutes of an annual general meeting or a special general meeting have been made in accordance with this clause then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

14. DISCLOSURE OF INTERESTS

14.1 Definition of interested Trustee:

A Trustee will be interested in a matter if the Trustee:

- (a) Is a party to, or will derive a material financial benefit from that matter;
- (b) Has a material financial interest in another party to the matter;
- (c) Is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trust or any Subsidiary of the Trust;
- (d) Is the parent, child, spouse, de facto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) Is otherwise directly or indirectly interested in the matter.

14.2 Disclosure of interest to other Trustees:

A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, disclose to his or her Chairperson immediately, then to his or her co-Trustees at a meeting of the Trustees:

- (a) If the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
- (b) If the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

14.3 Recording of Interest:

A disclosure of interest by a Trustee (and the nature and the extent or monetary value of that interest) shall be recorded in the minute book and the interest register of the Trust.

15. DEALINGS WITH "INTERESTED" TRUSTEES

15.1 An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

16. PROHIBITION OF BENEFIT OR ADVANTAGE

16.1 In the carrying on of any business by any member of the NgāiTakoto Group under this Deed, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

17. DISCLOSURE OF TRUSTEE REMUNERATION

17.1 The Trustees shall, in accordance with *clause 9.2*, show the amount of any remuneration paid to or fees charged by, any Trustee or any Trustee's firm and the amount of any premiums paid out of the Trust's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clause 20*.

18. ADVICE TO TRUSTEES

18.1 Trustees may rely on advice:

The Trustees may, when exercising their powers or performing their duties, rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) An employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) A professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence.

18.2 Trustees may obtain barrister's opinion:

If the Trustees are in doubt over any matter relating to the management and administration of the Trust's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister and Solicitor of the High Court of New Zealand of at least seven (7) years' standing. This right to obtain and act upon a Barrister and Solicitor's opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

19. LIABILITY OF TRUSTEES

19.1 A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her willful commission or omission of an act which he or she knows or should have known to be a breach of this Deed. In particular, no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

20. INDEMNITY AND INSURANCE

20.1 Indemnity and insurance for Trustees:

Any Trustee, officer or employee of the Trust may be indemnified or have their insurance costs met out of the Trust's Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust, Where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the Trust's Purposes.

20.2 Indemnity and insurance costs to be just and equitable:

All indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable.

20.3 Indemnity and insurance re specific trusts:

If any assets are held by the Trust on any separate specific trust, then any Trustee, officer or employee of the Trust may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.

20.4 Record of decisions:

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting at which such a decision was made together with the reasons why, such indemnities or insurance costs were thought by them to be just and equitable.

21. NGĀITAKOTO NOT TO BE BROUGHT INTO DISREPUTE

21.1 Trustees not to bring into disrepute:

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the NgāiTakoto Group into disrepute.

21.2 Directors not to bring into disrepute:

The Trustees shall also require that any directors or trustees appointed by or at the direction of the Trust to any company (or as applicable) any trust in which the Trustee has an interest do not act in a manner which brings or is likely to bring the Trust or any member of the NgāiTakoto Group into disrepute.

21.3 Trustee may be censured or removed:

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the NgāiTakoto Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office.

21.4 Censure or removal to be notified:

The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of NgāiTakoto at the next annual general meeting of the Trust following such censure or removal.

21.5 Effect of Removal:

A Trustee removed from office in accordance with *clause 21.3* shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than three (3) years following his or her removal.

21.6 Replacement of Trustee:

The removal of a Trustee in accordance with *clause 21.3* shall give rise to an Alternate Trustee filling the position in accordance with *rule 3.3* of the Second Schedule.

22. GIFTS OR DONATIONS

22.1 Trustees may accept specific trusts:

Notwithstanding any other provision in this Deed, the Trustees may accept or otherwise deal with any property upon trust for the purposes of the Trust or for any specific purpose that comes within the Trust's Purposes. Such a trust may include any trust for the benefit of the Members of NgāiTakoto or any of them. Any property held by the Trust pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Trust Assets.

22.2 Specific trusts to be separate:

If the Trustees accept a trust for any specific purpose as outlined in *clause 22.1* above it must keep the property subject to such trust and any income derived from it, separate from the Trust's Assets, and administer

that property and income as a separate specific trust in terms of the trust under which it was accepted.

22.3 Use of specific trust assets:

The Trustees shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trust may hold, and the Trustees shall also not use the Trust's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

22.4 Expenses of specific trusts:

Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Trustees) of the administration expenses applicable to the Trust.

23. RECEIPTS FOR PAYMENTS

23.1 The receipt of payments by the Trust signed by any person or persons authorised to give receipts on behalf of the Trust, shall be a complete discharge from the Trust for that payment.

24. CUSTODIAN TRUSTEE

24.1 The Trustees may appoint or incorporate a Custodian Trustee and on any such appointment or incorporation the following provisions shall have effect:

- (a) The Trust's Assets may be vested in the Custodian Trustee as if the Custodian Trustee were sole Trustee;
- (b) The management of the Trust's Assets and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trust as fully and effectively as if there were no Custodian Trustee;
- (c) The sole function of the Custodian Trustee shall be to hold the Trust Assets property, invest its funds and dispose of the assets in accordance with any direction in writing by the Trustees for which purpose the Custodian Trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;
- (d) The Custodian Trustee shall not be liable for acting on any such direction provided that if the Custodian Trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the Custodian Trustee to any liability or is otherwise objectionable the Custodian Trustee may apply to the Court for directions and any order giving any such directions shall bind both the Custodian Trustee and the Trustees;
- (e) The Custodian Trustee shall not be liable for any act or default on the part of any of the Trustees;

(f) All actions and proceedings touching or concerning the Trust's Assets may be brought or defended in the name of the Custodian Trustee at the written direction of the Trustees and the Custodian Trustee shall not be liable for the costs; and

(g) No person dealing with the Custodian Trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

25. AMENDMENTS TO DEED

25.1 Special Resolution required:

Subject to *clauses 25.2 and 25.6*, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fifth Schedule.

25.2 Limitations on Amendment:

No amendment shall be made to the Deed which:

(a) Changes the Trust's Purposes so that the Trustees are no longer required to act for the collective benefit of the present and future Members of NgāiTakoto;

(b) Changes this *clause 25.2* and *clause 25.6*;

(c) Changes the definition of Member of NgāiTakoto; Te NgāiTakoto; NgāiTakoto Ancestor; NgāiTakoto Area of Interest; or NgāiTakoto Claims, after the Settlement Act has been passed;

(d) Changes *clause 26*; and

(e) Changes the requirement for a Special Resolution (as defined from time to time) in *clause 25.1*.

(f) Changes rule 3.1 of the Fifth Schedule relating to the voting threshold (75% of Adult Registered Members of NgāiTakoto).

25.3 Amendment to make Trust a charity:

Notwithstanding any other provision in this Deed to the contrary, this Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity and to qualify for any tax exemptions available from time to time for charitable entities under the provisions of the Income Tax Act 2007, provided that any such amendment:

(a) Is made in accordance with *clause 25.1*;

(b) Does not change the Trust's Purposes so that the Trustees are no longer required to act for the benefit of the present and future members of NgāiTakoto; and

(c) Is not made within three (3) years of the establishment of this Trust.

25.4 Consideration of proposals

Every Adult Member of NgāiTakoto may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this *clause 25.4* must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this *clause 25.4* must be considered by the Trustees at their next available meeting. If the proposal for an amendment to the Deed complies with *clauses 25.2 and 25.4*, the Trustees must call a special general meeting to consider the proposal.

25.5 Proposals to be discarded

Where a proposal for amendments to the Deed does not comply with *clauses 25.2 and 25.4*, the Trustees may discard the proposal and the Trustees will not be required to call a special general meeting in accordance with the Fifth Schedule.

25.6 Definition of NgāiTakoto to be consistent

Notwithstanding any other provision in the Deed to the contrary, the Deed must be amended by the Trustees to make the definition of Member of NgāiTakoto, NgāiTakoto, NgāiTakoto Ancestor, NgāiTakoto Area of Interest or NgāiTakoto Claims the same as that set out in the final Deed of Settlement and the Settlement Act. If the Deed is amended due to operation of this sub-clause a Special Resolution passed in accordance with the Fifth Schedule is not required.

25.7 Review of the Deed within four years

The Trustees shall, within four (4) years of the Settlement Date, initiate a review of the terms and operations of this Trust Deed and in particular, shall review the arrangements relating to the election of Trustees and all other aspects of the representation of NgāiTakoto by the Trust.

25.8 Deed review process

In conducting this review the Trustees shall engage and consult with NgāiTakoto and in order to seek the views of NgāiTakoto on the terms of this Trust Deed and in particular, the arrangements relating to the election of Trustees and representation of NgāiTakoto by the Trust; and have regard to the tikanga of NgāiTakoto.

25.9 Review to be independently facilitated

The process of engagement and consultation required by *clause 25.10* shall be undertaken by an independent facilitator appointed by the Trustees. The role of the independent facilitator shall be to:

(a) Liaise with the Trustees in the preparation of any discussion materials to be distributed to NgāiTakoto;

- (b) Facilitate any hui;
- (c) Receive, compile and review any written submissions received from NgāiTakoto; and
- (d) Make recommendations to the Trustees as to the amendments that should be made to the Trust Deed as a consequence of the information received from the process of engagement and consultation.

25.10 Outcome of review

Following the completion of the review, and consideration by the Trustees of the report made by the independent facilitator in accordance with *clause 25.9*, the Trustees shall recommend amendments (if any) to this Trust Deed and seek the approval of those amendments by Special Resolution in accordance with the Fifth Schedule.

26. TERMINATION OF TRUST

26.1 Subject to *clause 25.2*:

- (a) The Trust established by this Deed shall only be terminated or dissolved if the Adult Registered Members of NgāiTakoto have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Trust's Purposes; and
- (b) On the termination or dissolution of this Trust, the Trust's Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of NgāiTakoto.

27. PERPETUITIES

27.1 Unless stated otherwise in the Settlement Act, the perpetuity period for the Trust is the period that commences on the date of this Deed and ends 80 years less one (1) day after that date of this Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly.

28. ARCHIVING OF RECORDS

28.1 Records to be held for seven years:

All minutes and other records of any proceedings of the Trustees and any companies and other entities in the NgāiTakoto Group shall be held by the Trust and those companies and other entities for a period of seven (7) years.

28.2 Records to be archived:

At the expiry of seven (7) years the Trustees shall archive the records of the Trust and the companies and other entities in the NgāiTakoto Group for such period as the Trustees consider necessary.

28.3 Records may be retained for longer:

Notwithstanding *clauses 28.1 and 28.2* the Trustees and any of the companies and other entities within the NgāiTakoto Group may hold on to any records for a period exceeding seven (7) years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or entity to which the information relates.

29. DISPUTE RESOLUTION

29.1 Disputes:

In the event that a dispute arises regarding membership then that dispute shall be referred in first instance to the Trustees.

29.2 Notice of Dispute:

All disputes referred to the Trustees in accordance with *clause 29.1* shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

29.3 Reference of Dispute:

If a dispute is not settled within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with *clause 29.2* then it shall be referred to a Disputes Committee constituted in accordance with *clause 29.4 and 29.5*.

29.4 Dispute Committee to be Appointed as required:

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute, in question, and only after the expiry of the 30 day period referred to in *clause 29.3*.

29.5 Appointment and composition of Disputes Committee:

A Disputes Committee shall comprise at least two (2) and a maximum of three (3) members who shall be appointed by the Trustees as follows:

- (a) One (1) independent (non- NgāiTakoto) member nominated by the President from time to time of the Auckland District Law Society Incorporated or his or her nominee, such member to be a barrister or solicitor with seven (7) or more years experience, to act as the chair of the Dispute Committee; and
- (b) One (1) Member of NgāiTakoto appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such member cannot also be Trustees or employees of the Trust; and

(c) One (1) member of the Kaumātua Taumata (if one is formed).

29.6 Role of Disputes Committee:

The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.

29.7 Deliberations of Disputes Committee:

In dealing with any dispute a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Disputes Committee shall be final and binding on the parties.

29.8 Disputes Committee may convene hui:

In facilitating the resolution of any dispute a Disputes Committee may convene a general meeting of the Trustees in order to settle the matters that are in dispute.

29.9 Hui to meet notice requirements:

Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of NgāiTakoto as set out in this Deed.

29.10 Notification of Outcome

A Disputes Committee shall give its findings and decision, together with the reasons therefore, in writing to the Trustees and any other party to the dispute.

FIRST SCHEDULE

MEMBERSHIP OF NGĀITAKOTO REGISTER

1. TRUSTEES TO KEEP REGISTER

1.1 Trustees to maintain register:

The Trustees shall administer and maintain the NgāiTakoto Register which is a register of the Members of NgāiTakoto.

1.2 Register to comply with this Schedule:

The NgāiTakoto Register shall be maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details:

The NgāiTakoto Register shall record in it the full names, dates of birth, postal addresses and email addresses of the Members of NgāiTakoto.

2.2 Beneficiary Registration Number:

The Trustees will allocate a beneficiary identification number to each Adult Registered Member of NgāiTakoto on the Register. The Trustees will immediately after allocation, notify the relevant Adult Registered Member of NgāiTakoto of his or her beneficiary identification number. Identification numbers may also be provided to Registered Members who are under 18 years of age.

3. APPLICATIONS FOR REGISTRATION

3.1 FORM OF APPLICATION:

All applications for registration as a Member of NgāiTakoto must be made in writing to the Trustees in the form approved by the Trustees from time to time. The application must contain:

- (a) The full name, date of birth and postal address of the applicant;
- (b) The whakapapa (genealogical connections, including hapū affiliations) through which the applicant claims affiliation to NgāiTakoto; and
- (c) Such evidence as the Trustees may from time to time require as to that applicant's status as a Member of NgāiTakoto.

3.2 Applications to be made by:

An application for registration as a Member of NgāiTakoto may be made by:

- (a) Members of NgāiTakoto who are 18 years of age or over, on their own behalf or by their legal guardian; and

(b) Other Members of NgāiTakoto who are under the age of 18 years, by their parent or legal guardian on their behalf.

4. DECISIONS AS TO MEMBERSHIP

4.1 Membership Validation Committee to be established:

The Trustees shall establish a Membership Validation Committee to make decisions on all applications made pursuant to *rule 3.1* of this Schedule by any person for the recording in the NgāiTakoto Register of that person's membership of NgāiTakoto.

4.2 Composition of Membership Validation Committee:

The Membership Validation Committee shall comprise not less than three (3) and not more than six (6) members of NgāiTakoto, appointed by the Trustees from time to time, with the expertise and knowledge of NgāiTakoto whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of NgāiTakoto whakapapa may be appointed to the Membership Validation Committee.

4.3 Consideration of applications:

All applications for membership pursuant to *rule 3.1* of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the Membership Validation Committee.

4.4 Decisions to be made on applications:

Upon receipt of an application for membership in accordance with *rule 3.1* of this Schedule the Membership Validation Committee shall consider the applicant and shall make a decision as to whether the applicant should be accepted as a Member of NgāiTakoto.

4.5 Successful applications to be notified and registered:

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Trustees, who shall in turn notify the applicant and enter the applicant's name and other relevant details (including beneficiary identification number in accordance with *rule 2.2*) in the appropriate part of the NgāiTakoto Register.

4.6 Notification of unsuccessful applicants:

In the event that the Membership Validation Committee decides to decline the application then such decision shall be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 Unsuccessful applicant may reapply:

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Validation Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not

submitted or considered as part of the initial or, if more than one (1), any previous application) as to the applicant's status as a Member of NgāiTakoto.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies:

The Trustees shall take such steps and institute such policies as are necessary to ensure that the NgāiTakoto Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of NgāiTakoto.

5.2 Assistance in identifying membership:

In maintaining the NgāiTakoto Register the Trustees shall include in the policies that it develops policies for assisting in the identification and registration of those Members of NgāiTakoto that are not for the time being on the NgāiTakoto Register. Such policies shall include policies as to the nature of the assistance that the Trustees will provide to those persons that believe that they are Members of NgāiTakoto but for whatever reason are not able to establish such membership.

5.3 Responsibility of Members of NgāiTakoto:

Notwithstanding *rule 1.1* of this Schedule it shall be the responsibility of each person who is a Member of NgāiTakoto (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that his or her name is included in the NgāiTakoto Register and that his or her full postal address for the time being is provided and updated. Any Member of NgāiTakoto may choose to terminate their registration of membership to NgāiTakoto, by writing of their decision to the Trustees.

5.4 Consequences of registration:

Registration of any person in the NgāiTakoto Register as a Member of NgāiTakoto shall be conclusive evidence of that person's status as a Member of NgāiTakoto.

SECOND SCHEDULE

ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply:

The Trustees shall be appointed in accordance with the rules and procedures set out in this Schedule.

1.2 Election to be by Marae

Subject to *clause 3.2*, each Marae, acting through the Adult Members of NgāiTakoto listed in the NgāiTakoto Register as registered with that Marae, shall be entitled to elect at least one (1) and up to two (2) Trustees.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Nominee to be registered with Marae:

To be elected by a Marae, a nominee for appointment as a Trustee must, as at the closing date for nominations, be recorded in the NgāiTakoto Register as registered with the Marae for which the election is being held and not be otherwise disqualified in accordance with *rule 6.8* of this Schedule.

2.2 Trustees Roles:

A Trustee may not be an employee of the Trust.

2.3 Trustees may be Directors:

Nothing in *rule 2.2* of this Schedule or elsewhere prevents a Trustee from holding office as a director or trustee of any member of the NgāiTakoto Group.

3. ELECTION OF TRUSTEES

3.1. Election of Trustees:

The Trust must have a minimum of five (5) and no more than eight (8) Trustees. Subject to clauses 3.1-3.5, the Trustees will be the person or persons elected by each marae in accordance with this Schedule. Trustees must represent the interests of all Members of NgāiTakoto, irrespective of whānau/ Marae affiliations.

3.2 Elections of the Trustees by each Marae must be held every three (3) years from the year that initial Trustees for each Marae retire and (subject to *rule 4.3*) must be concluded, as required by *rule 5*, in time for the Trustees elected in each Election Year to take office immediately following the annual general meeting of the Trust held in that year.

3.3 All Trustees must be elected by Adult Members of NgāiTakoto in accordance with this Schedule.

4. TERM OF OFFICE

4.1 Term of office:

Subject to *clause 3.2*, Trustees shall hold office for a term of three (3) years.

4.2 Review of Trustee Election process:

If because of a review of the election of a Trustee's replacement under *rule 13* of this Schedule and the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

4.3 Eligibility of retiring Trustees:

Retiring Trustees shall be eligible for re-election.

5. TIMING OF ELECTIONS

5.1 The elections for Trustees in any given Income Year must be concluded by the time of the annual general meeting of the Trust in that Income Year.

6. MAKING OF NOMINATIONS

6.1 Nominations

All Adult Registered Members of NgāiTakoto are entitled to be nominated.

6.2 Calling for nominations:

The Trustees shall give notice calling for nominations for the representative positions for each Marae at least three (3) months before the annual general meeting of the Trust for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with *rule 5* of this Schedule. Such notice shall specify the method of making nominations, the requirement in *rule 2.1* of this Schedule in terms of Trustee eligibility and the latest date by which nominations must be made and lodged with the Trustees or such other persons as the notice directs.

6.3 Timing for nominations:

All nominations must be lodged with the Trustees no later than 21 days following the date upon which the notice calling for nominations is first given.

6.4 Form of notice:

All notices given under this rule shall be given in the following manner:

- (a) By post (or by electronic form where available) to each Member of NgāiTakoto shown on the NgāiTakoto Register as entitled to vote at the election of Trustees (being an Adult Registered Member of NgāiTakoto who is recorded on the NgāiTakoto Register) and to any other Member of NgāiTakoto 18 years of age or over who has made a written request for a notice. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must be sent to the last known physical address. The provision of any such notice to Members of NgāiTakoto who are not "registered" is done for information sharing purposes only.
- (b) By newspaper advertisement published on at least two (2) separate days and inserted prominently in any newspapers and/or any provincial newspaper circulating in regions where the Trustees consider that a significant number of Members of NgāiTakoto reside; and
- (c) By such other means as the Trustees may determine.

6.5 Inclusion of invitation to register:

Any such notice shall also invite applications from a Member of NgāiTakoto for inclusion of their names in the NgāiTakoto Register.

6.6 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than one (1) Adult Registered Members of NgāiTakoto shown on the NgāiTakoto Register as being entitled to vote in respect of the election of that candidate in accordance with the First Schedule.

6.7 Consent of nominee:

The consent of each candidate to his or her nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trustees, withdraw his or her nomination.

6.8 Eligibility for nomination:

Notwithstanding the forgoing rules of this Schedule, an Adult Registered Member of NgāiTakoto shall not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (a) 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);
- (b) Is bankrupt or has made any composition or arrangement with his or her creditors;

- (c) Has been convicted of an indictable offence; (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (d) Becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (e) Has within the last three (3) years been removed from the office of Trustee in accordance with *clause 21.3*.

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections:

Subject to *rule 7.2* of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may be delivered to the Chief Returning Officer by post or by electronic form where available.

7.2 No elections where nominees equal vacancies:

In the event that the total number of nominations of Trustees is less than or equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

7.3 Eligibility to vote

Those eligible to vote on the election of a Trustee are:

- (a) Those Adult Members of NgāiTakoto registered, in accordance with *rule 7.4 of this Schedule*, with the Marae in respect of which the relevant Representative is to be appointed; and
- (b) Subject to *rule 7.4 of this Schedule* any other Member of NgāiTakoto who is over the age of 18 and has, on or before the closing date for that election, provided to the Chief Returning Officer an application for registration as a member of NgāiTakoto which complies with *rule 3.1 of the First Schedule* accompanied by evidence of that Member's eligibility to be registered with the Marae in respect of which the relevant Representative is to be appointed. Each eligible Member of NgāiTakoto may only cast one vote in an election.

7.4 Date by which Members to be registered

The date by which an Adult Member of NgāiTakoto must be recorded on the NgāiTakoto Register as registered with a particular Marae so as to be eligible to vote in the election of a Trustee shall be the date upon which nominations for appointment as a Trustee by that Marae close.

7.5 Voting after change in Marae affiliation

Notwithstanding *rule 7.4*, no Member of NgāiTakoto may vote in any election where he or she was previously registered with a different Marae and where that Marae has within the last 3 years held a Trustee election.

7.6 Provisional votes:

Where an Adult Member of NgāiTakoto is not also an Adult Registered Member of NgāiTakoto, and has voted in accordance with *rule 7.3 (b)* of this Schedule:

(a) such vote is provisional until such time as the application form for registration as an Adult Registered Member of NgāiTakoto is approved by the membership Validation Committee as set out in the First Schedule, the said vote will be invalidated; and

(b) where the application form for registration as an Adult Registered Member of NgāiTakoto is declined in accordance with the First Schedule, the said vote will be invalidated.

8. NOTICE OF ELECTIONS

8.1 Notice to be given:

Immediately after the closing date for nominations, the Trustees shall, where an election is required fix a closing date for the election (being the last day upon which a vote may be validly cast in the election).

8.2 Period of notice:

The Trustees shall give not less than 28 days notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 7.1* of this Schedule.

8.3 Method of giving notice:

Notice under *rule 8.2* of this Schedule shall be given by:

(a) Posting notice (including, by electronic form where available) to each Member of NgāiTakoto shown on the NgāiTakoto Register as entitled to vote at the election (being an Adult Registered Member of NgāiTakoto who is recorded in the NgāiTakoto Register as a member of NgāiTakoto);

(b) Inserting a prominent advertisement on at least two (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions within the area NgāiTakoto's customary interest;

(c) Advertising on a radio station or radio stations broadcasting in the district or districts where the Trustees consider that a significant number of Members of NgāiTakoto reside; and

(d) Posting notice on the NgāiTakoto website (if one is functioning).

8.4 General content of notices:

Every notice given in accordance with *rule 8.3(a) and (b)* of this Schedule shall contain:

- (a) A list of the nominees for election as Trustees; and
- (b) The mode by which votes may be cast as set out in *rule 7.1* of this Schedule.

8.5 Additional content of notice:

Each notice given in accordance with *rule 8.3(a)* of this Schedule shall also contain:

- (a) A voting form that complies with *rule 9.1* of this Schedule; and
- (b) Details of the procedure to be followed in making a vote by post or by electronic form, including the date by which the voting form must be received by the Chief Returning Officer.

8.6 Additional information in other notices:

Each notice given in accordance with *rule 8.3(b) and (c)* of this schedule shall also give details about how voting forms may be obtained.

9. POSTAL VOTING

9.1 Other details to accompany vote:

Each voting form must contain information that is sufficient to identify the Adult Registered Member of NgāiTakoto who will be voting.

9.2 Timing of Postal Votes:

Votes must be made no later than the closing date for the election of the Trustee to which the postal vote relates. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than three (3) days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

10. APPOINTMENT OF CHIEF RETURNING OFFICER

10.1 Appointment of Chief Returning Officer:

For the purposes of elections the Trustees shall appoint as required a Chief Returning Officer who shall not be a Trustee, an employee of the Trust, or a member of the Marae for which the election is being held. The Chief Returning Officer shall be responsible for coordinating Representative elections.

10.2 Chief Returning Officer to receive voting forms:

All voting forms must be addressed to the Chief Returning Officer.

10.3 Only one (1) vote to be cast:

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member of NgāiTakoto.

10.4 Recording of votes:

A record shall be kept by the Chief Returning Officer of all votes received, and the Marae to which the votes relate.

11. COUNTING OF VOTES

11.1 All votes to be counted:

Upon the expiry of the date for the receipt of postal votes, the Chief Returning Officer shall record and count all votes validly cast.

11.2 Certification and notifying election result:

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. The Trustees shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of the Trust in accordance with *clause 13.1(d)*.

12. RETENTION OF ELECTION RECORDS

12.1 Compiling and sealing voting records:

The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Chief Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the name of the Marae to which the election related and the final date for voting in that election. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Trustees.

12.2 Retention and disposal of packets:

Subject to *rule 14.1(b)* the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trust for a period of one (1) year from the closing date for making votes in the election to which the packet relates. At the expiry of that one (1) year period the packets shall be destroyed unopened.

13. REVIEW OF ELECTION RESULTS

13.1 Candidates may seek review:

Any candidate may, within 14 days after the certification of the election result and the giving of notice by the Trustees in respect of that election, seek a review of that election.

13.2 Appointment of Electoral Review Officer:

For the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the Auckland District Law Society Incorporated or his or her nominee.

13.3 Electoral Review Officer to conduct reviews:

All reviews shall be carried out by the Electoral Review Officer from time to time.

13.4 Form of request for review:

All applications for a review shall be submitted to the Trustees and:

(a) Shall be in writing;

(b) Shall set out the grounds for the review, which grounds shall be set out with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and

(c) Shall be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

13.5 Service of application on other candidates:

The application for review and any accompanying evidence shall also be served by the candidate upon all other candidates in the election to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trustees.

13.6 Costs:

Upon making an application for review the applicant shall also lodge with the Trustees the sum of \$500 in lieu of the costs of undertaking the review. That sum shall be held by the Trustees pending the outcome of the review application. If the application is successful then the \$500 shall be refunded to the applicant, otherwise it shall be used to off-set the costs of the review.

14. CONDUCT OF REVIEW

14.1 Notification of Electoral Review Officer:

Upon the receipt of an application for review the Trustees shall notify the Electoral Review Officer and provide to him or her:

(a) A copy of the application and any accompanying evidence; and

(b) The sealed packet of voting forms and other voting documents received from the Chief Returning Officer for that election.

14.2 Electoral Review Officer to exercise wide powers:

Subject to compliance by the Electoral Review Officer with the rules of natural justice the Electoral Review Officer shall have the power to inquire into and decide upon any matter relating to a review in such manner as he or she thinks fit and may in particular seek such further evidence or reports as he or she deems necessary including any reports or evidence from the Chief Returning Officer for the relevant election.

14.3 Electoral Review Officer to be guided by substantial merits:

In reaching his or her conclusion on any review the Electoral Review Officer shall be guided by the substantial merits of the application without regard to legal forms or technicalities, including any technical defect in complying with the requirements of this Deed, the intention being that no election shall be declared invalid by reason of such technical defect if the Electoral Review Officer is satisfied that the election was so conducted as to be substantially in compliance with the requirements of this Deed and that such defect did not materially affect the result of the election.

14.4 Certification of result of review:

At the conclusion of the Electoral Review Officer's consideration of the review he or she shall determine whether the successful candidate, or any other candidate, was duly elected, or whether the election was void and should be conducted again, and shall forthwith certify his or her decision with reasons to the Trustees. The Trustees shall then give notice of the result of the review and advise the candidates of the outcome.

14.5 Decision to be final:

All decisions of the Electoral Review Officer shall be final (noting that the right to seek judicial review in the High Court is always available).

15. TERMINATION OF OFFICE OF TRUSTEES

15.1 Termination of office of Trustees:

Notwithstanding the foregoing rules of this Schedule, a Trustee shall cease to hold office if he or she:

- (a) Retires from office by giving written notice to the Trustees or dies;
- (b) Completes his or her term of office and is not reappointed;
- (c) Refuses to act;
- (d) Is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;

- (e) Is 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 ;
- (f) Is bankrupt or makes any composition or arrangement with his or her creditors;
- (g) Is convicted of an indictable offence;
- (h) Becomes subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (i) Is removed from the office of Trustee in accordance with *clause 21.3*.

16. RECORD OF CHANGES OF TRUSTEES

16.1 Record of changes of Trustees:

Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee, the Trust will ensure that an entry is made in the minute book of the Trust to that effect.

THIRD SCHEDULE

PROCEEDINGS OF TRUSTEES

1. TRUSTEES TO REGULATE MEETINGS

- 1.1 The Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any two (2) Trustees may at any time by notice in writing to the Trust summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting. There shall be not less than four (4) meetings of the Trustees in a calendar year.

2. NOTICE OF MEETING

2.1 Notice to Trustees:

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least seven (7) days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice:

Every notice of a meeting shall state the place, day and time of the meeting, and the agenda of the meeting.

2.3 Waiver of notice:

The requirement for notice of a meeting may be waived if all the Trustees who are at the time entitled to receive notice of the meeting give their written consent to such a waiver prior to or at the meeting.

2.4 Meeting limited to notified business:

Subject to *rule 2.3*, no business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

2.5 Deficiency of notice:

Subject to *rule 2.4* of this Schedule, no deficiency in the giving of notice for any meeting of Trustees shall otherwise invalidate such meeting or the proceedings at such meeting.

3. QUORUM

- 3.1 Five (5) Trustees shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to appoint:

At the first meeting of the Trustees following an election the Trustees shall appoint one (1) of their number to be Chairperson and (at their discretion) one (1) to be Deputy Chairperson .

4.2 Voting on election:

Where there is more than one (1) candidate for Chairperson (or as the case may be Deputy Chairperson) then a vote will be taken and the person receiving the most votes in favour of his or her appointment will become Chairperson (or Deputy Chairperson).

4.3 Termination of office:

The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office or after an election process for new Trustees then a further election shall be held for the position of Chairperson.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote:

Unless stated otherwise in this Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes of Trustees at the meeting. In the case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.

5.2 Chairperson:

The Chairperson shall take the chair at all the meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the Chair. If the Chairperson is not present and no Deputy Chairperson has been appointed, the Trustees present shall elect one (1) of their number to be chairperson of the meeting.

5.3 Vacancies:

The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Trustees to fill any vacancy or vacancies, and for no other purpose.

5.4 Defects of appointment:

All acts done by any meeting of the Trustees or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any

committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

5.5 Unruly meetings:

If any meeting of Trustees 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 or may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

6. DELEGATION TO COMMITTEES BY TRUSTEES

6.1 Trustees may appoint committees:

The Trustees may from time to time as they think expedient appoint one (1) or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee.

6.2 Committees to report to Trustees:

All committees appointed under *rule 6.1* of this Schedule shall report to the Trustees in respect of their activities and such reports shall, unless a direction is made to the contrary by the Trustees:

(a) Be provided on a monthly basis; and

(b) Contain details of the activities of the committee since the last such report.

6.3 Regulation of procedure by committees:

Subject to these rules and the provisions of this Deed, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

7. WRITTEN RESOLUTIONS

7.1 A written resolution signed by all the Trustees shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one (1) or more of the Trustees.

8. MINUTES

8.1 Minutes to be kept:

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

8.2 Minutes to be evidence of proceedings:

Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting shall be evidence of those proceedings.

8.3 Minutes to be evidence of proper conduct:

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

9. TELECONFERENCE MEETINGS

9.1 For the purposes of these rules a teleconference meeting between a number of Trustees or committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All the provisions in these rules relating to meetings shall apply to teleconference meetings so long as the following conditions are met:

- (a) All of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a teleconference meeting and to be linked for the purposes of such a meeting. Notice of a teleconference meeting may be given on the telephone;
- (b) Throughout the teleconference meeting each participant must be able to hear each of the other participants taking part;
- (c) At the beginning of the teleconference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) A participant may not leave the teleconference meeting by disconnecting his or her telephone or other means of communication without first obtaining the express consent from the chairperson of the meeting. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the teleconference meeting unless he or she leaves the meeting with the express consent from the chairperson of the meeting ; and

9.2 A participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during a teleconference meeting unless he or she leaves the meeting with the express consent from the chairperson of the meeting.

9.3 A minute of the proceedings at a teleconference meeting shall be sufficient evidence of those proceedings, and of the observance of all

necessary formalities, if certified as a correct minute by the chairperson of that meeting

10. FORMS OF CONTRACTS

10.1 Contracts by deed

Any contract which, if made between private persons, must be by deed, shall, if made by the Trustees, be in writing signed under the name of the Trust, by any two (2) Trustees.

10.2 Contracts in writing

Any other form of contract shall, if made by the Trustees, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees.

10.3 Contracts pursuant to resolution

Notwithstanding anything to the contrary in *rule 10*, no contract made by or on behalf of the Trustees shall be invalid by reason only that it was not made in the manner provided by this clause, if it was made pursuant to a resolution of the Trustees.

FOURTH SCHEDULE

KAUMĀTUA TAUMATA

1. Appointment of Kaumātua Taumata

- 1.1 The Trustees may establish a council of elders to be known as Kaumātua Taumata on such terms of appointment, and subject to such rules, regulations, meeting procedures and processes, as may be prescribed by the Trustees from time to time.

2. Composition of Kaumātua Taumata

- 2.1 The Trustees will consider appointees to the Kaumātua Taumata that are members of NgāiTakoto who are of good standing and who are knowledgeable of NgāiTakoto tikanga, reo, kawa, kōrero and whakapapa.

3. Role of Kaumātua Taumata

- 3.1 The Kaumātua Taumata will on request from the Trustees be responsible for advising the Trustees, relating to tikanga, reo, kawa, kōrero and whakapapa of NgāiTakoto. Provided that nothing in the Deed shall be construed so as to make the seeking or following of advice obtained from the Kaumātua Taumata is binding upon the Trustees.

FIFTH SCHEDULE

PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) Approve a Major Transaction in accordance with *clause 2.5*; or
- (b) Amend this Deed in accordance with *clause 25*; or
- (c) Terminate the Trust in accordance with *clause 26*; or

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

- 2.1 Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special general meeting held for the purposes of considering the Special Resolution, or by post.

3. VOTING

- 3.1 Subject to *clause 3.2* of this Schedule, in order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Registered Members of NgāiTakoto who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

4. SPECIAL GENERAL MEETING REQUIRED

- 4.1 A special general meeting of the Trustees must be called for the purposes of considering one (1) or more Special Resolutions. No other business may be transacted at such special general meeting.

5. NOTICE

5.1 Notice of special general meeting:

The Trustees shall give not less than 21 days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

5.2 Method of giving notice:

Notice of a special general meeting called for the purposes of considering a Special Resolution shall be:

- (a) In writing and posted (including, by electronic form where available) to all Adult Registered Members of NgāiTakoto at the last address shown for each such Adult Registered Member of NgāiTakoto on the NgāiTakoto Register; and

- (b) Advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāi Takoto reside.

5.3 Content of notice to members:

All notices given in accordance with *rule 5.2(a)* of this Schedule shall contain:

- (a) The date, time and place of the special general meeting called for the purposes of considering the Special Resolution;
- (b) Details of the proposed Special Resolution;
- (c) Details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (d) Details of the procedure to be followed in making a postal vote or a vote by electronic means where available, including the date voting closes;
- (e) A statement that postal votes may either be delivered to the Chief Returning Officer at the special general meeting, or posted or by electronic means; and
- (f) A voting form.

5.4 Content of advertisement:

All advertisements published in accordance with *rule 5.2(b)* of this Schedule shall contain the matters referred in *rule 5.3(a)* and *(b)* together with details of how and where any further information can be obtained.

6. POSTAL VOTING

6.1 Other details to accompany vote:

Each voting form must contain sufficient information to identify the voter and the voting documents issued to that voter.

6.2 Timing of Postal Votes:

Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

6.3 Postal Votes may be received at the special general meeting:

Voting forms may be delivered to the Chief Returning Officer at the special general meeting, rather than being posted or sent by electronic means.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer:

For the purposes of the Special Resolution, the Trustees shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Trust.

7.2 Chief Returning Officer to receive voting forms:

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at Special General Meeting:

The Chief Returning Officer must be present at the special general meeting. The Chief Returning Officer will be available to collect any completed voting forms at the special general meeting. The Chief Returning Officer shall also ensure that additional voting forms are available at the special general meeting.

7.4 Only one (1) vote to be cast:

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one (1) vote is cast by each Adult Registered Member of NgāiTakoto.

7.5 Recording of votes:

A record shall be kept by the Chief Returning Officer of all votes received.

8. COUNTING OF VOTES

8.1 All votes to be counted:

Upon the expiry of the date for the receipt of votes, the Chief Returning Officer shall record and count all votes validly cast.

8.2 Certification and notifying result:

Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trustees.

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

9.1 Except as otherwise set out in this Schedule the provisions of *clause 13* of the Deed shall apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly.

SIGNED on 8th day of March 2013

SIGNED by the following individuals:

Wallace Rivers



Mangu Awarau



Dale Mehana



Jasmine Marino



Trudy Brown - Patuwairua



in the presence of:

WITNESS



Name: Fran Hokianga
Occupation: Administration
Address: 4 Dadds Road
RD 2 Kaitiāia

TE RUNANGA OF NGAITAKOTO TRUST

TRUSTEES REGISTER

Current Trustees:

Name	Position	Appointment Date
Jasmine Marino	Initial Trustee	8 March 2013
Trudy Brown-Patuwairua	Trustee	8 March 2013
Wallace Kemp Wynard Rivers	Co-Chair / Initial Trustee	8 March 2013
Craig Russell Hobson	Trustee	May-19
Carol Bergan	Trustee	23-Mar-21
Kaio Karipa	Co-Chair	Jul-20
Warren Cook	Trustee	Sep-24

Past Trustees:

Name	Appointment Date	Retirement Date	Reason
Dale Mehana	8-Mar-13	2015	Resigned
Mangu Awarau	8-Mar-13	2015	Resigned
Mete Norman	8-Mar-13	2015	Resigned
Robert Tamati	8-Mar-13	2015	Resigned
Dion Hobson	May-15	May 2019	Deceased
Cyril Cook	May-15	Jun-20	Resigned
Bronwyn Cook	Sep-24	Sep-24	Resigned

Confirmed on this 29 day of November 2024

by Te Runanga o NgaiTakoto Trust:

Signature 

Wallace Rivers (Co-Chair)