



**CONSTITUTION OF
TE RŪNANGA O TE RARAWA**



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TE RŪNANGA O TE RARAWA

Nga Putake

Ko Te Rūnanga o Te Rarawa te Kaiarataki kia arahi nga hapu-a-iwi ki te kaiwhakamanawa i to matou mana whenua, mana tangata, me nga rangatiratanga i raro i te whakatoputanga o Te Rarawa whanui, whanau, hapu, iwi.

Mission Statement

The Mission of Te Rūnanga o Te Rarawa is to provide the means for hapu/marae to develop their resources within each rohe to enhance the wellbeing of all of Te Rarawa.

Te Rohe O Te Rarawa: Te Rarawa Kai Whare I timata te rohe o Te Rarawa mai i Te Puna o Hokianga. Ka turukinahia ki tona awa, tae noa ki te rohe o Mangataipa i tu ana i te tau o Maungataniwha. Makona ka haere ma runga nga pae maunga o Raetea, mai ki te rohe o Takahue. Ka turukina i te awa o Pamapurua tae atu ki Maimaru; a ka tae ki Awanui. I reira ka whiti atu ki te taihauauru ki Hukatere. Ka titiro ki Te Reinga, ki Te Rerenga Wairua; Ka poroporoaki ki a ratou ma kua haere atu i tua o te arai. Ka huri tuara, ka hoki ma runga i Te Oneroa-a- Whaaro, ara, Te Oneroa-a- Tohe, ki Ahipara, ki Tauroa; a ka whiti i te wahapu o Owhata tae atu ki Whakakoro, ka titiro ki Te Kauae-o-Ruru-Wahine; roanga atu i te akau o Mitimiti, i nga onepu o Matihetihe me Te Rangī, a tae atu ki Te Puna o Hokianga Whakapau karakia. Na ka mau nga pangataonga o Te Rarawa Kai Whare.

Traditional Boundaries of Te Rarawa Iwi

The traditional boundaries of Te Rarawa Iwi encompass the areas beginning from Hokianga, eastwards following the Hokianga River to Mangataipa, situated at the base of Maungataniwha, northwards along the ranges of Raetea to Takahue and following down the Pamapurua River to Maimaru, across to Awanui and westwards to Hukatere on the Ninety-Mile Beach, back down the beach to Ahipara, southwards to Tauroa, Owhata and Whangape and down the coastline to Mitimiti and back to Hokianga, being the southern boundary of Te Rarawa Iwi.

INTRODUCTION

- A. This Constitution empowers Te Rūnanga o Te Rarawa to act as the principal governance body to administer the affairs of Te Rarawa, including:
- (a) acting as the Mandated Iwi Organisation of Te Rarawa for the purposes of the Maori Fisheries Act 2004;
 - (b) acting as the Iwi Aquaculture Organisation for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004;
 - (c) to receive the Te Rarawa Treaty of Waitangi historical claim settlement; and
 - (d) to receive any other settlements or resources that Te Rarawa may, from time to time, be entitled to.
- B. This Constitution sets out the functions and purposes, and provides for the control, governance, and operation of Te Rūnanga o Te Rarawa. The Elected Delegates shall, subject to clause 7.9, have the power to register this Constitution under any other form of trust or appropriate legal entity in the future.
- C. The Existing Charitable Trust named Te Rūnanga o Te Rarawa was incorporated on 29 March 1990. It was granted Mandated Iwi Organisation status for the purposes of the Maori Fisheries Act on 29 August 2006 and was also granted Iwi Aquaculture Organisation status for the purposes of the Maori Commercial Aquaculture Claims Settlement Act on 29 August 2006.
- D. The Existing Charitable Trust has represented Te Rarawa throughout all historical Treaty settlement negotiations which have culminated in the signing of a Deed of Settlement on 28th October 2012.
- E. The Crown's policy requires the transfer of Treaty settlement redress to a post settlement governance entity ("PSGE") that is not a charitable trust. The Existing Charitable Trust was therefore considered unsuitable by the Crown to receive the Treaty settlement redress on behalf of Te Rarawa.
- F. On 17th October 2012, the Existing Charitable Trust passed resolutions authorising the establishment of Te Rūnanga PSGE to receive Te Rarawa's Treaty settlement redress. The Existing Charitable Trust, as settlor, has paid the Elected Delegates \$1.00 to settle the Trust.
- G. From the Establishment Date until the Settlement Date, Te Rūnanga shall operate within a Transitional Phase.
- H. During the Transitional Phase the business of the Existing Charitable Trust shall continue to operate alongside the business of Te Rūnanga PSGE as usual under the Constitution of the Existing Charitable Trust.

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1.0 CREATION OF TRUST

Declaration of Trust

1.1 The Elected Delegates acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Constitution.

Name of Trust

1.2 The Trust shall be called **Te Rūnanga o Te Rarawa (“Te Rūnanga”)**.

2.0 KAUPAPA/PURPOSES

Purposes

2.1 The purpose for which Te Rūnanga is established is to receive, hold, manage and administer the Trust Fund on trust for Te Rarawa Members, irrespective of where those Members reside.

Incidental Purposes – General

2.2 Incidental to, and to give effect to the purposes set out in clause 2.1, the Elected Delegates shall:

- (a) foster and maintain whanaungatanga and promote the social, economic, cultural and environmental advancement and wellbeing of Te Rarawa, including Nga Hapu and Nga Whanau o Te Rarawa, within a cultural context appropriate to Te Rarawa;
- (b) foster wellbeing and promote a sense of belonging to Te Rarawa, encompassing the principle of Mana Whenua;
- (c) foster wellbeing and promote a sense of belonging for all Te Rarawa Members and therefore for all people who live within Te Rohe o Te Rarawa;
- (d) fulfil the aspirations of Te Tiriti o Waitangi, including promoting self-determination, and the development of Nga Hapu o Te Rarawa and Te Rarawa Marae within Te Rohe o Rarawa;
- (e) on behalf of Te Rarawa, to relay the concerns of Nga Hapu and Nga Whanau o Te Rarawa and Te Rarawa Marae to the Crown and to both local and central government agencies and to work proactively alongside the Crown and local and central government agencies to enhance the wellbeing of Te Rarawa Members;
- (f) represent Te Rarawa, Nga Hapu and Nga Whanau o Te Rarawa and Te Rarawa Marae claimants in their dealings with the Crown and seek to achieve settlements with the Crown for all rights and grievances, both historical and contemporary;
- (g) provide a regular forum for the discussion of issues affecting Te Rarawa (including issues affecting Nga Hapu and Nga Whanau o Te Rarawa and Te Rarawa Marae) to ensure their needs and aspirations are understood;
- (h) promote the development of Nga Hapu o Te Rarawa and Te Rarawa Marae and their organisations on behalf of their whanau members;

- (i) establish broad iwi policy to address the needs of Te Rarawa, including the specific concerns of Te Rarawa Marae and Nga Hapu and Nga Whanau o Te Rarawa;
- (j) develop, maintain and implement a long-term Strategic Iwi Development Plan;
- (k) develop Annual Plans and Annual Reports to promote the continual future growth of Te Rarawa;
- (l) monitor the operational outputs and long-term outcomes of Te Rūnanga;
- (m) exercise strategic governance and provide financial oversight over all of the affairs of Te Rūnanga , including over any Subsidiary Entities and over assets received from the Fisheries Settlement, the Aquaculture Settlement, and any other settlements or resources that Te Rarawa may from time to time be entitled to;
- (n) establish and maintain a cohesive and collaborative leadership within both Te Rarawa and Te Hiku o Te Ika and within Aoteroa generally;
- (o) liaise with government and other agencies to facilitate improvements in the provision of services for Te Rarawa Members;
- (p) gain an equitable share of government funding allocated for services in Te Rohe o Te Rarawa to achieve the desired improvements in Te Rarawa Member's well-being;
- (q) directly receive and hold, on behalf of Te Rarawa, on the trusts set out in this Constitution, any settlement assets or resources, including, historical and contemporary Treaty of Waitangi and historical and contemporary customary rights settlement assets or resources;
- (r) establish Subsidiary Entities to undertake various activities; and
- (s) perform any other functions provided for, by or under any enactment or otherwise.

Incidental Purposes – Fisheries Settlement

2.3 Incidental to, and to give effect to the purposes set out in clause 2.1, and in particular relation to the Fisheries Settlement, to the extent and for so long as required by the Maori Fisheries Act, the Elected Delegates shall:

- (a) directly receive and hold, on behalf of Te Rūnanga on the trusts set out in clause 2.1, Assets allocated and transferred, and grants made to Te Rarawa by Te Ohu Kai Moana Trustee Limited, other than assets referred to in section 16(1)(c) of the Maori Fisheries Act (which are to be transferred to an Asset Holding Company);
- (b) receive distributions from Te Putea Whakatapu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Maori Fisheries Act and to hold those distributions on the trusts set out in clause 2.1 or on such other trusts as are required in order to ensure that a distribution to Te Rūnanga by either of those companies would be within the purposes for which those companies hold their funds and make those distributions;

- (c) if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
 - (i) claims under section 11 of the Maori Fisheries Act;
 - (ii) the allocation of -
 - (aa) harbour quota under section 143 of the Maori Fisheries Act; and
 - (bb) freshwater quota under section 148 of the Maori Fisheries Act;
- (d) establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 2.1;
- (e) establish one or more Asset Holding Companies that, in each case:
 - (i) is wholly owned by Te Rūnanga;
 - (ii) is separate to the companies referred to in sub-paragraph (d);
 - (iii) performs the function and complies with the requirements set out in sections 16 to 18 of the Maori Fisheries Act; and
 - (iv) performs any other function, so long as it is consistent with sections 16 to 18 of the Maori Fisheries Act,

and hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 2.1;
- (f) perform the functions provided for, by or under the Maori Fisheries Act in respect of a Mandated Iwi Organisation, in a manner consistent with that Act;
- (g) represent Te Rarawa by voting at any meeting convened under:
 - (i) clause 1 or clause 6 of Schedule 8 to the Maori Fisheries Act, to appoint or remove a member or alternate member of Te Kawai Taumata;
 - (ii) section 117 of the Maori Fisheries Act, implemented in accordance with clause 1 of Schedule 8 to that Act, to appoint a member of a committee of representatives;
- (h) exercise strategic governance over:
 - (i) its Asset Holding Companies, any subsidiary of an Asset Holding Company, and any Fishing Enterprise; and
 - (ii) the process to examine and approve annual plans that set out:
 - (aa) the key strategies for the use and development of fisheries assets of Te Rarawa;

- (bb) the expected financial return on those assets;
- (cc) any programme to:
 - 1) manage the sale of annual catch entitlements derived from the Settlement Quota held by the Asset Holding Companies (or their subsidiaries) of Rūnanga; and
 - 2) reorganise the Settlement Quota held by Asset Holding Companies or their subsidiaries, in the buying and selling of Settlement Quota in accordance with the Maori Fisheries Act,

but not in such a manner as shall result in Te Rūnanga or any of the Elected Delegates being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause 2.4(h) or any other provision of this Constitution prevent Te Rūnanga or any subsidiary of Te Rūnanga from entering into such arrangements with another company or trust as the Elected Delegates shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 2.1; and

- (i) perform other functions provided for, by or under the Maori Fisheries Act or any other enactment or otherwise.

Incidental Purposes – Aquaculture Settlement

2.4 Incidental to, and to give effect to the purposes set out in clause 2.1, and in particular relation to the Aquaculture Settlement Act, the Elected Delegates shall act on behalf of Te Rarawa in relation to aquaculture claims and Aquaculture Settlement Assets, in respect of which the Elected Delegates must act for the benefit of all Te Rarawa Members, irrespective of where those members reside, including:

- (a) directly receiving and holding, on behalf of Te Rarawa, Aquaculture Settlement Assets allocated by Te Ohu Kai Moana Trustee Limited in accordance with the Aquaculture Settlement Act; and
- (b) entering into aquaculture agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets;

2.5 Te Rūnanga, acting as the Iwi Aquaculture Organisation, must not undertake commercial aquaculture activities (as that term is used in section 32(3) of the Aquaculture Settlement Act) except through a separate commercial enterprise that is responsible to Te Rūnanga.

3.0 MEMBERSHIP OF IWI COUNCIL AND EXECUTIVE

Iwi Council

3.1 The Iwi Council will comprise:

- (a) 1 Elected Delegate from each Hapu Marae, who shall be elected by Affiliated Adult Te Rarawa Members at elections held at Hapu Marae in accordance with the procedures set out in clauses 3.4 – 3.18 of this Constitution; and
- (b) 1 Chairperson, who shall be elected by Affiliated Adult Te Rarawa Members at elections held in accordance with the procedures set out in clauses 3.22 – 3.31 of this Constitution; and
- (c) 1 Deputy Chairperson (who shall be one of the Elected Delegates) appointed in accordance with the procedures set out in clause 3.36.

3.2 Elected Delegates, Alternate Elected Delegates and the Chairperson:

- (a) must be Affiliated Adult Te Rarawa Members;
- (b) may not hold office for a period longer than 3 years without facing re-election;
- (c) may stand for re-election after the expiry of any given 3 year term.

3.3 Taurahere and Whanau and Community Marae shall not have representation on the Iwi Council but may elect to have a representative present as an observer at any Iwi Council meetings.

Elected Delegates and Alternate Elected Delegates

3.4 Each Hapu Marae shall elect 1 Elected Delegate.

3.5 If there is more than one nominee for the position of Elected Delegate, the nominee that receives the second-highest number of votes shall be the Alternate Elected Delegate for that Hapu Marae. The sole role of the Alternate Elected Delegate shall, where there is an Elected Delegate vacancy relevant to the Hapu Marae which he or she represents, be to replace the Elected Delegate and be recorded as the new Elected Delegate for that Hapu Marae for the balance of that Elected Delegate's term.

3.6 Te Runanga must publish a notice calling for nominations for 1 Elected Delegate for each Hapu Marae.

3.7 Te Runanga shall devise an Ideal Person Specification for Elected Delegates.

3.8 The notice calling for nominations must:

- (a) be published in at least 1 local newspaper and in regions of New Zealand where significant numbers of Te Rarawa Members reside and may also occur through Te Rūnanga publications, its website, electronic media including television, and/or iwi or other radio stations; and

- (b) be published no later than 2 calendar months and 5 Working Days before the Hapu Marae's Election Meeting; and
- (c) specify the closing date for nominations, which shall be 1 calendar month from the date of publication of the notice calling for nominations; and
- (d) specify where the relevant nomination documents may be viewed or obtained – such documents to include:
 - (i) a copy of the Ideal Person Specification for Elected Delegates;
 - (ii) the requirements for nominations as set out in clauses 3.10 and 3.11;
 - (iii) the information contained in clause 3.5; and
 - (iv) such other information as may be relevant.

3.9 Te Runanga must determine, in consultation with each Hapu Marae, a date or a specified period of time within which each Hapu Marae must hold its Election Meeting, provided that no Election Meeting may be held later than 10 Working Days before the Relevant AGM of Te Rūnanga. Te Runanga must ensure that each Hapu Marae holds its Election Meeting at that date or within that specified time period.

3.10 Nominations can only be submitted by Affiliated Adult Te Rarawa Members.

3.11 A nomination:

- (a) must include the nominee's full name, address, contact number, and the name of the Hapu Marae For Voting Purposes to which he or she is affiliated;
- (b) must include the signature of both the nominee and the nominator;
- (c) must include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Elected Delegate on the basis of one or other of the matters specified in clause 3.51(f) – (h);
- (d) must be accompanied by a brief statement containing details of experience relevant to the position; and
- (e) must be sent to the Registered Office of Te Rūnanga before the closing date specified in the notice calling for nominations.

3.12 In relation to the election of Elected Delegates, both Public Notice and Private Notice of voting, voting requirements and all other electoral processes set out in Schedule 3 of this Constitution must be undertaken. Compliance with such notice and voting provisions is the responsibility of Te Runanga.

3.13 Each Hapu Marae can regulate its own procedures subject to the need to be consistent with the requirements of this Constitution and the Maori Fisheries Act, provided that it is Te Runanga's responsibility to ensure that those requirements are met. Where a Hapu Marae Elected Delegate has been elected in a manner inconsistent with the Maori Fisheries Act that election shall be deemed to be invalid and clause 3.19 shall apply.

- 3.14** All Adult Te Rarawa Members shall be eligible to cast a vote in the election of the Elected Delegate (and Alternate Elected Delegate) for the Hapu Marae For Voting Purposes which they are affiliated to in accordance with clauses 6.11 and 6.1(c), or for which he or she can whakapapa to, and any votes cast shall be on a Voting Paper and shall be received:
- (a) by personal vote (not proxy) at the Election Meeting of his or her Hapu Marae For Voting Purposes; or
 - (b) by postal ballot and received by the secretary of his or her Hapu Marae For Voting Purposes before 5pm on the Working Day before the day on which the personal votes will be cast; or
 - (c) by electronic voting, if made available, provided that any system of electronic voting shall comply with requirements for voting in the Maori Fisheries Act.
- 3.15** All valid votes cast will be counted using a Preferential Voting System. Te Runanga must ensure that the casting of votes at each Hapu Marae is facilitated and led by a returning officer and shall provide each returning officer with detailed information on the manner in which the Preferential Voting System is to operate. The nominee with the most votes cast in accordance with the Preferential Voting System shall be the Elected Delegate and the nominee with the second highest votes shall be the Alternate Elected Delegate.
- 3.16** Where a Hapu Marae receives only one valid nomination, there shall be no requirement to hold elections and that nominee shall automatically be the Elected Delegate for that Hapu Marae.
- 3.17** Each Hapu Marae must notify Te Rūnanga of the results of the elections for an Elected Delegate and an Alternate Elected Delegate, immediately after such results are known. Te Rūnanga will prepare these results for announcement of the new Elected Delegates at its Relevant AGM or next Special Meeting.
- 3.18** At the Relevant AGM or next Special Meeting of Te Rūnanga, the Elected Delegates and the Alternate Elected Delegates for each Hapu Marae will be announced, provided that, for any given Hapu Marae, should there not be sufficient nominees to enable the appointment of an Alternate Elected Delegate, the position of Alternate Elected Delegate shall remain vacant.
- 3.19** Where any of the Hapu Marae have been unable to elect an Elected Delegate in accordance with clauses 3.4 – 3.17, or where a Elected Delegate vacancy has arisen under clause 3.51(b) – (h), or where a Elected Delegate has been elected to the position of Chairperson, the Iwi Council may continue to act.
- 3.20** The Alternate Elected Delegate shall, where there is an Elected Delegate vacancy relevant to the Hapu Marae which he or she represents, be recorded as the new Elected Delegate for that Hapu Marae for the remainder of the term of the Elected Delegate. Where an Elected Delegate vacancy exists, for any reason whatsoever, the relevant Hapu Marae may, at an AGM or a Special Meeting, elect a Elected Delegate and/or an Alternate Elected Delegate, provided that clauses 3.4 – 3.17 will apply, with the necessary modifications.
- 3.21** The Elected Delegates, whilst elected on a Hapu Marae basis, shall work collaboratively in the interests of all Te Rarawa Members irrespective of where those Members reside, and are subject to all other Elected Delegate obligations that arise at law.

Chairperson

- 3.22** A Chairperson shall be elected triennially at a Special Meeting to be held in October or such other month as may be determined by the Iwi Council. The Chairperson shall be the nominee who receives the majority of the Marae Votes – Te Rarawa Members are entitled to participate in determining the Marae Vote for their Hapu Marae For Voting Purposes , as set out in clauses 3.29 – 3.30.
- 3.23** Te Runanga must publish a notice calling for nominations for a Chairperson.
- 3.24** Te Runanga shall devise an Ideal Person Specification for the Chairperson.
- 3.25** The notice calling for nominations must:
- (a) be published in at least 1 local newspaper and, if considered beneficial, in regions of New Zealand where significant numbers of Te Rarawa Members reside and may also occur through Te Rūnanga publications, its website, electronic media including television, and/or iwi or other radio stations; and
 - (b) be published no later than 4 calendar months and 3 Working Days before the meeting at which the election will be held; and
 - (c) specify the closing date for nominations, which shall be 1 calendar month from the date of the publication of the notice calling for nominations; and
 - (d) specify where the relevant nomination documents may be viewed or obtained – such documents to include:
 - (i) a copy of the Ideal Person Specification for the Chairperson;
 - (ii) the requirements for nominations as set out in clauses 3.26 and 3.11; and
 - (iii) such other information as may be relevant.
- 3.26** Nominations can only be submitted by Affiliated Adult Te Rarawa Members, provided that the nomination has been endorsed by one of the Hapu Marae.
- 3.27** The requirements in clause 3.11 apply to nominations for a Chairperson provided that the nomination must also include the name of the Hapu Marae which is endorsing that nomination.
- 3.28** In relation to the election of the Chairperson, both Public Notice and Private Notice of voting, voting requirements and all other electoral processes set out in Schedule 3 of this Constitution must be complied with. Compliance with such notice and voting provisions is the responsibility of Te Runanga
- 3.29** All Adult Te Rarawa Members shall be eligible to cast a vote for any of the nominees for the position of Chairperson and any votes cast shall be:
- (a) used to determine the Marae Vote for the Hapu Marae For Voting Purposes for which that Adult Te Rarawa Member is affiliated to in accordance with clauses 6.11 and 6.1(c), or for which he or she can whakapapa to; and
 - (b) on a Voting Paper; and

- (c) received:
- (i) by personal vote (not proxy) at the Special Meeting held by the Iwi Council;
 - (ii) by postal ballot and received by the secretary of his or her Hapu Marae or the Secretary of the Rūnanga before 5pm on the Working Day before the day on which the personal votes will be cast; or
 - (iii) by electronic voting, if made available, provided that any system of electronic voting shall comply with requirements for voting in the Maori Fisheries Act.

3.30 Each Hapu Marae shall be entitled to one Marae Vote. Each Marae Vote must be cast in favour of the nominee who gained the most number of votes from Adult Te Rarawa Members for whom that Hapu Marae is their Hapu Marae For Voting Purposes.

3.31 The nominee with the majority of the Marae Votes shall be the Chairperson. All valid votes cast will be counted using a Preferential Voting System. Te Runanga must ensure that the casting of votes is facilitated and led by a returning officer who shall be provided with detailed information on the manner in which the Preferential Voting System is to operate. Where there are an equal number of Marae Votes for two or more nominees, the nominee with the overall majority of votes from Adult Te Rarawa Members shall be the Chairperson.

3.32 Where only one valid nomination for the Chairperson has been received, there shall be no requirement to hold elections and that nominee shall automatically be the Chairperson.

3.33 Where a Chairperson has been unable to be elected in accordance with clauses 3.22 – 3.32:

- (a) the Iwi Council may continue to act; and
- (b) elections for a new Chairperson shall be held as soon as is appropriate and convenient and clauses 3.22 – 3.32 shall apply, with the necessary modifications; and

where a vacancy for a Chairperson has arisen under clause 3.51(b) – (h):

- (c) the Deputy Chairperson shall automatically become the Chairperson for the remainder of that 3 year term and such have the requisite powers to act as Chairperson during that time.

3.34 The role of the Chairperson is to provide leadership and to preside over all Iwi Council and Executive meetings, all AGMs and all Special Meetings.

3.35 Where the Chairperson is unable to preside over a meeting or unable to undertake any other of his or her functions, then the Deputy Chairperson will undertake such functions. However, where the Deputy Chairperson is unable to undertake such functions, the Elected Delegates present may appoint another Elected Delegate to undertake such functions.

Deputy Chairperson

- 3.36** The Iwi Council shall choose from amongst themselves one person to be appointed as Deputy Chairperson.
- 3.37** Where the Deputy Chairperson has ceased to hold office under clause 3.51 (b) – (h), or because he or she has become the Chairperson in accordance with clause 3.33(c), a new Deputy Chairperson shall be chosen from amongst themselves by the Iwi Council.

Executive

- 3.38** The Elected Delegates may elect and appoint an Executive. The Executive shall have the status of a sub-committee whose powers and term shall be determined by the Elected Delegates in accordance with the delegations provisions set out under clauses 3.45 – 3.46.

- 3.39** The Executive will comprise up to 9 members, including:

- (a) up to 6 Elected Delegates, elected by the Iwi Council, for their experience, skills and knowledge of iwi development and tikanga Te Rarawa, one of whom will be the Deputy Chairperson chosen in accordance with clause 3.36;
- (b) the Chairperson; and
- (c) any other members co-opted in accordance with the procedures set out in clause 3.47;

except that no person who is an employee of Te Rūnanga may be a member of the Executive.

- 3.40** The Iwi Council shall devise an Ideal Person Specification for Executive members and ensure that each Hapu Marae has a copy of it prior to the publication of the notice calling for nominations.
- 3.41** A nomination for a Elected Delegate on the Executive may only be made by another Elected Delegate or Elected Delegates.
- 3.42** All Elected Delegates shall be eligible to cast a vote in the election of Elected Delegates to the Executive.
- 3.43** All valid votes cast will be counted using a Preferential Voting System.
- 3.44** The role of the Executive shall be to undertake those functions and exercise those powers delegated to it by the Iwi Council.
- 3.45** Any resolution appointing members of the Executive (including any co-opted members) shall include the following:
- (a) the extent and limits of the powers delegated;
 - (b) the term of the appointment of the Executive member or members, provided that no Elected Delegate shall be appointed for a period not coinciding with his or her elected term; and
 - (c) such other details as may be considered necessary.

- 3.46** All other requirements in relation to delegations set out in clauses 4.3 – 4.8 shall apply to delegations to the Executive.
- 3.47** The Iwi Council shall have the power to co-opt up to two non-voting members on to the Executive to provide for balance, additional skills and experience, or for a specific purpose or time period.
- 3.48** The quorum necessary for the transaction of the business of the Executive shall be a majority of the Executive members excluding members co-opted in accordance with clause 3.47. Where there is any vacancy in the Executive, a new Executive member shall be elected and appointed in accordance with clauses 3.40 – 3.46, with the necessary modifications.
- 3.49** The Executive, whilst recognising the aspirations and rangatiratanga of each Te Rarawa Marae, shall work collaboratively in the broadest interests of Te Rarawa.

Chief Executive Officer

- 3.50** The Iwi Council shall appoint a Chief Executive Officer for such fixed term as the Iwi Council may, in its absolute discretion, think appropriate. The Chief Executive Officer must not be an Elected Delegate.

Termination of Membership

- 3.51** A person will immediately cease to be an Elected Delegate and/or Executive member if she or he:
- (a) shall have been in office for more than 3 years since his or her election or appointment;
 - (b) resigns in accordance with clause 3.53;
 - (c) is removed from the Iwi Council or Executive in accordance with clause 3.54;
 - (d) does not attend 3 consecutive meetings without leave of absence or adequate explanation;
 - (e) dies;
 - (f) is of unsound mind, or becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as an Elected Delegate or Executive member;
 - (g) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
 - (h) is or has ever been convicted of an offence:
 - (i) involving dishonesty as defined in section 2(1) of the Crimes Act 1961; or
 - (ii) under section 373(4) of the Companies Act 1993; or

- (iii) involving a sexual crime under sections 127 to 144 of the Crimes Act 1961; or
- (iv) of a serious violent nature against another person.

3.52 The Elected Delegate or Executive member concerned shall cease to hold office:

- (a) in a case where subparagraph 3.51(a) applies, from the end of the day 3 years after the date on which that Elected Delegate or Executive member was last elected or appointed to office;
- (b) in a case where subparagraph 3.51(c) applies, from the date at which the Iwi Council notifies the Elected Delegate or Executive member of its decision to terminate his or her membership;
- (c) in a case where subparagraph 3.51(d) applies, from the date of the first meeting of Elected Delegates or Executive members after that Elected Delegate or Executive member's third consecutive absence without leave, provided that that Elected Delegate or Executive member, shall be given an opportunity to explain his or her absenteeism;
- (d) in cases where subparagraph 3.51(e)-(h) apply, from the date on which the Iwi Council was notified in writing of the relevant fact, together with such evidence as the Iwi Council may reasonably require, including evidence of the Elected Delegate or Executive Member's criminal history.

3.53 Any Elected Delegate or Executive member may resign from the Iwi Council or the Executive by delivering to the Iwi Council a notice in writing to that effect and such resignation will be effective from the date on which the Iwi Council receives that notice.

3.54 Any Elected Delegate or Executive member may have his or her membership of the Iwi Council or Executive reviewed for conduct which is incompatible with the purposes and objects of Te Rūnanga or is likely to bring Te Rūnanga into serious disrepute, provided that before any such decision to terminate any membership is made:

- (a) the Elected Delegate or Executive member, and the Hapu Marae which he or she represents (if an Elected Delegate), is notified in writing by the Iwi Council of its intention to review his or her membership on such grounds, not less than 7 days prior to the meeting at which the Iwi Council will undertake such review;
- (b) the Elected Delegate or Executive member is provided with the opportunity at such meeting of the Iwi Council to explain and defend his or her conduct;
- (c) the Hapu Marae which an Elected Delegate represents has been provided with the opportunity to be heard by the Iwi Council; and
- (d) any such decision made by the Iwi Council must be by a two thirds majority of the Elected Delegates provided that any Elected Delegate whose conduct is in question is not entitled to vote.

4.0 IWI COUNCIL POWERS AND MANAGEMENT OF TE RŪNANGA

Iwi Council Powers

- 4.1** To achieve the purposes for which Te Rūnanga is established, the Iwi Council (or its delegated officers) may exercise all or any of the following powers:
- (a) in the administration, management and investment of the Trust Fund, all the rights, powers and privileges of a natural person;
 - (b) subject always to the trusts imposed by this Constitution, the Elected Delegates may deal with the Trust Fund as if the Elected Delegates were the absolute owners of and beneficially entitled to the Trust Fund, and, for the avoidance of doubt, includes:
 - (i) subject to the Maori Fisheries Act and the Aquaculture Settlement Act, the acquisition and disposition of Fisheries Settlement and Aquaculture Settlement Assets, Income Shares and Settlement Quota;
 - (ii) the acquisition and disposition of all other Assets;
 - (iii) the distribution of all or any of the Trust Fund, including any income derived from it, provided that payment of, or provision for, all reasonable costs, charges and expenses incurred in the management and administration of Te Rūnanga has been made.
 - (c) accordingly, in addition to any specific powers vested in the Elected Delegates by law, in dealing with the Trust Fund or acting as Elected Delegates, the Elected Delegates may do any act or thing or procure the doing of any act or thing or enter into any obligation whatsoever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees, provided that the exercise of any powers to borrow or raise money or to give securities and guarantees must be subject to clause 9 (“Major Transactions”) and the adoption of relevant policy by the Iwi Council;
 - (d) except as otherwise expressly provided by this Constitution, the Elected Delegates may exercise all the powers and discretions vested in the Elected Delegates by this Constitution in the absolute and uncontrolled discretion of the Elected Delegates, at such time or times, upon such terms and conditions, and in such manner as the Elected Delegates may decide;
 - (e) to purchase, take on, lease, take in exchange, hire, receive as a gift, or otherwise acquire any real, personal or other property whatsoever and any rights or privileges which the Elected Delegates may think necessary or convenient for any of the purposes contained in clause 2;
 - (f) to lease, let or grant the use of land and/or buildings or parts thereof held by Te Rūnanga on limited terms for any lawful purpose in furtherance of any of the purposes contained in clause 2;
 - (g) subject to clause 9 (“Major Transactions”) and the adoption of relevant policy, to engage in any business or transaction capable of being conducted so as to directly or indirectly benefit Te Rūnanga and for that purpose to take or otherwise acquire, hold and dispose of shares in any company or other entity;

- (h) to enter into any arrangement with government agencies or territorial authorities in furtherance of any of the purposes contained in clause 2 and to obtain from any such agencies or authorities any rights, privileges and concessions that the Elected Delegates may consider desirable;
- (i) to contract (and subcontract) for the delivery of services, the provision of policy advice, and the evaluation, audit, and monitoring of contracts and service delivery;
- (j) to appoint or remove directors or tElected Delegates to any Subsidiary Entity of Te Rūnanga, including any Asset Holding Company;
- (k) to appoint, remunerate and dismiss professional advisers, agents and officers or employees for such remuneration as the Elected Delegates may think fit;
- (l) to collect and raise funds by all lawful means and to solicit, receive and enlist financial or other aid subsidies or grants from any individual or entity, including, the New Zealand Government, any local authority, government agency, runanga or any international or local organisation;
- (m) to adopt such means of making known the activities and objects of Te Rūnanga as may seem expedient, including, by advertising in the press, electronically, by circular, periodicals, books, brochures, maps and any printed and illustrative material whatsoever;
- (n) to print, publish, distribute and sell any books, articles, research, monographs, pictures, photographs, maps and any other works upon such terms and conditions agreed with the authors thereof as the Elected Delegates may think fit and to commission and make grants to authors at the Elected Delegates discretion;
- (o) to make such charges for admission to any property held by Te Rūnanga and to exhibitions, displays, lectures, films and other educational services arranged by the Elected Delegates as they may deem reasonable;
- (p) to support, subscribe to, establish or aid in the establishment and support of associations, institutions, provident and benefit funds, trusts, organisations, societies or clubs, churches and individuals thereof and in any way for the benefit of Te Rūnanga or which may be connected with any place where Te Rūnanga carries on any business operation or activity or in furtherance of any of the purposes contained in clause 2;
- (q) to elect an Executive and appoint such other subcommittees as it determines desirable and to delegate powers and duties to the Executive and/or other subcommittees, provided that such delegations meet the requirements set out in clauses 4.3 – 4.8; and
- (r) to engage in any other business or transaction, capable of being lawfully conducted for the purposes and objectives of Te Rūnanga.

Registered Office

4.2 The Registered Office of Te Rūnanga shall be at such place as the Iwi Council may, from time to time, notify by such means as the Iwi Council determines to Te Rarawa Members and in any website, letterhead, formal written contract or printed publications of Te Rūnanga.

Powers of Delegation

- 4.3** The Iwi Council may, where it deems appropriate to do so, delegate, in writing, to any sub-committee formed by the Iwi Council (including the Executive), any subsidiary or Asset Holding Company, any Elected Delegate, or a person holding the position of Chief Executive Officer of Te Rūnanga, such of the powers of the Iwi Council as the Elected Delegates may decide, provided that the Elected Delegates must not delegate strategic governance.
- 4.4** Any person, committee or entity acting under delegated power shall act in accordance with the terms of this Constitution and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- 4.5** The Elected Delegates may revoke wholly or partly any delegation of their powers at any time whatsoever.
- 4.6** Subject to any directions given by the Elected Delegates, any person, committee or entity to which any powers of the Elected Delegates have been delegated may conduct that person's, committee's or entity's affairs as that person, committee or entity may decide.
- 4.7** The term, extent and limits of any delegation shall be agreed to by a resolution of the Iwi Council and shall be documented in Te Rūnanga policy documents.
- 4.8** The Iwi Council must ensure that any resolution delegating powers under clause 4.3 must contain clear procedures for the delegate to report back to the Iwi Council on any action or decision taken as delegate.

Iwi Council Meetings

- 4.9** The Elected Delegates shall meet to conduct business at such intervals as the Elected Delegates may decide, but not less frequently than 4 times in each year. The Elected Delegates may invite to such meeting whomever the Elected Delegates may decide will assist with their deliberations.
- 4.10** Except as otherwise expressly provided under this Constitution, any matter requiring decision at a meeting of the Elected Delegates shall be decided by a simple majority of the Elected Delegates personally present and voting on the matter.
- 4.11** In the event of an equality of votes, the Chairperson shall not have a second or casting vote.
- 4.12** Except as otherwise expressly provided under this Constitution, a resolution in writing signed by all the Elected Delegates shall be as valid and effectual as if it had been passed at a meeting of the Elected Delegates duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Elected Delegates. Any such document sent by an Elected Delegate by facsimile or such other electronic means as shall be determined by the Elected Delegates from time to time shall be deemed to have been duly signed by that Elected Delegate.
- 4.13** Any Elected Delegate may at any time give notice convening a meeting of the Elected Delegates. Such notice shall be given by letter posted to each Elected Delegate at least 15 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted. The notice requirement in this clause may be waived by a resolution of all the Elected Delegates.

- 4.14** The quorum for a meeting of Elected Delegates shall be one third of the Elected Delegates.
- 4.15** The Elected Delegates may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the quorum fixed by clause 4.14, the continuing Elected Delegates may act only for the purpose of advising of the relevant vacancy or vacancies and taking the steps necessary to procure the election of new Elected Delegates to fill any such vacancy or vacancies, so as to increase the number of Elected Delegates to that number, and for no other purpose.
- 4.16** The contemporaneous linking together of the Elected Delegates by telephone or other electronic means of communication shall constitute a meeting of the Elected Delegates and the provisions of clauses 4.9 – 4.18 (as to meetings of the Elected Delegates) shall apply to such meetings provided the following conditions are met:
- (a) each Elected Delegate shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (b) each of the Elected Delegates taking part in the meeting must be able to hear each of the other Elected Delegates taking part during the whole of the meeting;
 - (c) at the commencement and conclusion of the meeting the Chairperson must call upon each Elected Delegate to acknowledge their attendance;
 - (d) an Elected Delegate may not withdraw from such a meeting unless that Elected Delegate has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (e) an Elected Delegate shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Elected Delegate has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- 4.17** Minutes of the proceedings of all meetings of the Elected Delegates shall be recorded in the form of minutes held in a formal Minute File to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson is certified to that effect.
- 4.18** The Minute File shall be available for inspection by Elected Delegates at all reasonable times. The Minute File may be held in printed or electronic format.

Secretary

- 4.19** The Elected Delegates shall appoint a Secretary who may be honorary, or may be a full-time or part-time employee of Te Rūnanga who shall be responsible for the Minutes of all Iwi Council meetings, AGMs and Special Meetings. The Secretary may not take part in any of the deliberations of the Elected Delegates or be entitled to vote.

Common Seal

- 4.20** The Common Seal of the Iwi Council will be kept in the custody and control of the Secretary, or such other officer appointed by the Iwi Council.
- 4.21** When required, the Common Seal will be affixed to any document following a resolution of the Iwi Council and will be signed by the Chairperson, and at least one other Elected Delegate appointed by the Iwi Council.

Accounts and Audit

- 4.22** The Elected Delegates shall keep an account or accounts at such bank or banks as the Elected Delegates may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons as the Elected Delegates may decide.
- 4.23** The Elected Delegates shall cause proper records to be kept, in such manner as the Elected Delegates may decide, for each financial year, with full, true and complete accounts of the affairs and transactions of Te Rūnanga and of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of Te Rūnanga. The accounts of Te Rūnanga shall be audited at least once in each year by a chartered accountant (not being an Elected Delegate) appointed annually in that capacity by a majority of the Elected Delegates. The Elected Delegates must also ensure that the consolidated financial statements of Te Rūnanga and every Subsidiary Entity of Te Rūnanga for each financial year shall be prepared and audited.
- 4.24** Nothing in clauses 4.22 – 4.23 shall derogate from any other obligations of the Elected Delegates in respect of accounts and audits.

Reliance on Advice

- 4.25** The Elected Delegates, when exercising powers or performing duties as Elected Delegates, may rely on reports, statements, 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 Te Rūnanga whom the Elected Delegates believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (b) a professional adviser or expert in relation to matters which the Elected Delegates believe on reasonable grounds to be within the person's professional or expert competence;
 - (c) a sub-committee appointed and acting in accordance with clauses 4.3 – 4.8.
- 4.26** Clause 4.25 applies only if the Elected Delegate:
- (a) acts in good faith;
 - (b) makes proper inquiry where the need for inquiry is indicated by the circumstances; and
 - (c) has no knowledge that such reliance is unwarranted.

Disclosure of Interest

4.27 Any Elected Delegate or Executive member who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which Te Rūnanga is or may be in any way concerned or involved shall disclose the nature and extent of that Elected Delegate or Executive member's interest to the other Elected Delegates or Executive members, and shall not take part in any deliberations or decision of the Elected Delegates or Executive concerning any matter in which that Elected Delegate or Executive member is or may be interested, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Elected Delegate

4.28 An Elected Delegate or Executive member will be interested in a matter if the Elected Delegate or Executive member:

- (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 by Te Rūnanga or any subsidiary of Te Rūnanga;
- (d) is the parent, child or spouse 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.

Interests in Common with Hapu

4.29 Notwithstanding clauses 4.27 and 4.28, no Elected Delegate or Executive member will be interested in a matter where that Elected Delegate or Executive member is a member of a hapu and where his or her interest is not different in kind from the interests of other members of that hapu.

Recording of Interest

4.30 A disclosure of interest by a Elected Delegate or Executive member shall be recorded in the Minute File. Immediately following his or her appointment as an Elected Delegate or Executive member (as the case may be), each Elected Delegate or Executive member must enter into the Minute File and must disclose in writing, the name of any iwi of which he or she is a member, and the Elected Delegate or Executive member must also, at any time after his or her appointment, enter into the Minute File and disclose to the next meeting of the Elected Delegates, any interest of which that Elected Delegate or Executive member becomes aware.

No Private Pecuniary Profit

4.31 No private pecuniary profit may be made by any person from Te Rūnanga, except that:

- (a) any Elected Delegate or Executive member may receive full reimbursement for all expenses properly incurred by that Elected Delegate or Executive member in connection with the affairs of Te Rūnanga;

- (b) Te Rūnanga may pay reasonable remuneration to any Elected Delegate, Executive member, consultant, contractor or officer or employee of Te Rūnanga in return for services actually rendered to Te Rūnanga (including the provision of services as Elected Delegate);
- (c) any Elected Delegate may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Elected Delegate or by any entity of which that Elected Delegate is a partner, member, employee or associate in connection with the affairs of the Trust;
- (d) any Elected Delegate or Executive member may retain any remuneration properly payable to that Elected Delegate or Executive member by any entity with which Te Rūnanga may in any way be concerned or involved for which that Elected Delegate or Executive member has acted in any capacity whatsoever, notwithstanding that that Elected Delegate or Executive member's connection with that entity is in any way attributable to that Elected Delegate or Executive member's connection with Te Rūnanga;

provided that:

- (i) before any such reimbursement paid to an Elected Delegate or Executive member may be regarded as properly incurred by that Elected Delegate or Executive member or any such remuneration paid to a Elected Delegate or Executive member may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of the Iwi Council after obtaining independent advice from a suitably qualified person on the level of remuneration that would be considered reasonable in the circumstances;
- (ii) the Elected Delegates must disclose in their Annual Report next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (aa) the amount received by each Elected Delegate or Executive member or any firm or entity;
 - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended; and
 - (cc) the method of calculation of the reimbursement, remuneration or charge.

4.32 Subject to clause 4.31, in the exercise of the powers conferred by this Constitution, each Elected Delegate, in the discharge of any duty, or exercise of any discretion as Elected Delegate, shall ensure that any person who is:

- (a) an Elected Delegate or Executive member;
- (b) a shareholder or director of any company by which any business of Te Rūnanga is carried on;
- (c) a settlor or a Trustee of any trust that is a shareholder of any company by which any business of Te Rūnanga is carried on;

- (d) any associated person (as defined in subpart YB of the Income Tax Act 2007) of either a director, or any person referred to in subclauses 4.32(a) – (c),

does not, by virtue of that capacity, in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of clauses 4.31 and 4.32 shall be void.

- 4.33** The Elected Delegates shall require that clauses to the same effect as clauses 4.27 – 4.32 of this Constitution be included in the constitution of every Subsidiary Entity.

Appointment and Removal of Custodian Trustee

- 4.34** The Elected Delegates may, at any time, by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Constitution or any further terms as the Elected Delegates may decide, and for the avoidance of doubt, the Custodian Trustee must, when exercising its powers, act in accordance with this Constitution. The Elected Delegates may, at any time, by deed, revoke any such appointment or otherwise act pursuant to the provisions of section 50 of the Trustee Act 1956.

5.0 IWI MEMBERS

- 5.1** Te Rarawa is made up of a number of hapu, each of which descends from identified Tupuna. Nga Hapu o Te Rarawa are able to identify the Tupuna in each rohe from whom they derive ancestral and customary rights of mana whenua, and the historical associations and linkages to Te Rarawa of the various whanau and hapu.
- 5.2** Any Te Rarawa Member, regardless of where they reside, is eligible to be an Affiliated Te Rarawa Member.
- 5.3** Tamariki/Tangata Atawhai, either by formal legal adoption or customary adoption, and their descendants shall be eligible to be an Affiliated Te Rarawa Member.
- 5.4** A Te Rarawa Member may affiliate to any Hapu Marae that he or she is able to whakapapa to. Where a Te Rarawa Member can whakapapa to more than one Hapu Marae, he or she must choose only one of those Marae – to be his or her Hapu Marae For Voting Purposes – and shall, in relation to the election of the Elected Delegates and the Chairperson, be entitled to voting rights only at that Hapu Marae.
- 5.5** Voting rights in relation to clauses 7.9(b), (c) and (d) are not required to be exercised through a Te Rarawa Member's Hapu Marae For Voting Purposes.

6.0 IWI AFFILIATION DATABASE

Te Rarawa Affiliation Database

- 6.1** The Elected Delegates must have and maintain in a current state, a database of Te Rarawa Members that:
- (a) includes the name, date of birth, and contact details of every Te Rarawa Member that applies for affiliation;

- (b) identifies the basis of each Member's membership, as set out in clauses 5.2 (direct whakapapa link) and 5.4 (Tamariki/Tangata Atawhai);
- (c) identifies and records each Member's Hapu Marae For Voting Purposes;
- (d) is available for inspection by Te Rarawa Members who can view their own affiliation details and the names of other Te Rarawa Members, provided that authorisation from those members whose names are available for viewing was obtained in their application for affiliation;
- (e) is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the affiliation details of their child, ward or other dependant under 18 years of age, who was affiliated by such person or persons; and
- (f) that allocates a member affiliation number to each Te Rarawa Member.

6.2 In addition, the Elected Delegates may transfer, to Hapu Marae, a duplicate copy of that part of the Te Rarawa Affiliation Database containing the details of the Te Rarawa Members who have affiliated with that Hapu Marae, provided that the Elected Delegates shall ensure that the relevant Hapu Marae complies with clauses 6.1 (d) and (e) and the duplicate copy is maintained in a current state.

6.3 The Elected Delegates must make ongoing efforts to affiliate all Te Rarawa Members.

6.4 The Elected Delegates may enter in the Te Rarawa Affiliation Database any existing Te Rarawa Member whose details are already held by the Elected Delegates where:

- (a) the details held by the Elected Delegates fulfil the requirements of Kaupapa 5 of the Maori Fisheries Act, except that the requirement in clause (b)(iii) of that Kaupapa need not necessarily be fulfilled; and
- (b) the particulars were acquired by the Elected Delegates as a result of an application on a form (not being an Affiliation Form approved by the Elected Delegates under this Constitution) made by:
 - (i) an Adult Te Rarawa Member;
 - (ii) Tamariki/Tangata Atawhai, on his or her own behalf or by his or her legal guardian at the time of the application;
 - (iii) other members of Te Rarawa, who were not Adult Te Rarawa Members at the time of the application, on their behalf by their parent, grandparent or legal guardian at the time; and
 - (iv) other members of Te Rarawa by an Adult Te Rarawa Member on their behalf who, in the opinion of the Iwi Council, stood in the stead of a parent, grandparent or guardian of that person at the time of the application.

6.5 An application to be entered in the Te Rarawa Affiliation Database may be made by:

- (a) an Adult Te Rarawa Member;
- (b) Tamariki/Tangata Atawhai, on his or her own behalf or by his or her legal guardian;

- (c) other Members of Te Rarawa, who are not Affiliated Adult Te Rarawa Members, by their parent, grandparent or legal guardian on their behalf; or
- (d) other Members of Te Rarawa by an Affiliated Adult Te Rarawa Member on their behalf who, in the opinion of the Elected Delegates, stands in the stead of a parent, grandparent or guardian of that person.

6.6 Any application to be entered in the Te Rarawa Affiliation Database must be completed on an Affiliation Form as may be approved from time to time by the Elected Delegates provided that any such form complies with the affiliation requirements set out in the Maori Fisheries Act and in this Constitution.

6.7 Upon receipt of a completed application:

- (a) the Chief Executive Officer of Te Rūnanga will forward that application on to the Hapu Marae chosen in the applicant's Affiliation Form and to any other Hapu Marae to which the applicant affiliates;
- (b) the relevant Hapu Marae shall consider the application and make a recommendation to the Iwi Council on the eligibility of the applicant to affiliate to that Hapu Marae;
- (c) upon receipt of the recommendation from the relevant Hapu Marae, the Iwi Council will make a decision on whether or not to approve the application in relation to each relevant Hapu Marae – in making its decision, the Iwi Council may undertake further enquiries, including consulting any other persons whom the Iwi Council thinks will assist in its decision making process;
- (d) the Iwi Council may in the case of persons applying for affiliation to multiple marae accept the application in respect of some but not all of the marae

6.8 The Iwi Council:

- (a) may require any person seeking affiliation as a Te Rarawa Member to provide evidence verifying; his or her affiliation to Te Rarawa through descent from a primary ancestor of Te Rarawa; his or her affiliation to his or her Nga Hapu o Te Rarawa ; that he or she is a Tamariki/Tangata Atawhai of a Te Rarawa Member; or of any other information required in the Affiliation Form, before that person's affiliation is entered in the Te Rarawa Affiliation Database, together with such other information as the Elected Delegates request, provided the person making the application for affiliation agrees (but the omission to provide such other information shall not, on its own, be a reason for the Elected Delegates to not accept the application for affiliation);
- (b) may require any person who is entered in the Te Rarawa Affiliation Database to provide evidence verifying his or her affiliation to Te Rarawa through descent from a primary ancestor of Te Rarawa and any other information required in the Affiliation Form.

6.9 Each Elected Delegate shall ensure that the Hapu Marae which he or she represents has processes for enquiring into the eligibility of an application for member affiliation and making a recommendation to the Iwi Council.

Elected Delegates May Decline to Affiliate, or Remove a Person From the Te Rarawa Affiliation Database

6.10 If the Elected Delegates consider that any information about a person received under clause 6.8 or clause 6.11(a) is not accurate or complete, or that the existing information on the Te Rarawa Affiliation Database is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Constitution for entry of that person in the Te Rarawa Affiliation Database, the Elected Delegates may decline to record or change that person's details, or remove that person from the Te Rarawa Affiliation Database, as the case may be. The Iwi Council must notify any person in writing, whose application for affiliation has been declined or whose existing affiliation has been removed, of the reasons for declining the application or removing the affiliation, as the case may be.

Affiliation as a Member of Te Rarawa

6.11 Subject to clauses 6.8 and 6.10, the Elected Delegates must enter in the Te Rarawa Affiliation Database, any person:

- (a) by or on behalf of whom an application has been made (either in accordance with clauses 6.5 and 6.6 and lodged with the office of Te Rūnanga or as part of a Voting Paper); and
- (b) who in the reasonable opinion of the Elected Delegates, is a Te Rarawa Member.

Process When Affiliation Declined or Removed

6.12 Where an application for affiliation is declined, or any decision is made by the Elected Delegates to remove any person from the Te Rarawa Affiliation Database, or to decline a request to change that person's details on the Te Rarawa Affiliation Database, the person concerned may dispute that decision of the Elected Delegates, and clauses 10.1 – 10.3 shall apply.

De-affiliation by Member of Te Rarawa

6.13 To avoid doubt, a Te Rarawa Member may, at any time, request in writing that his or her affiliation be removed or terminated. His or her affiliation will be deemed removed at the date on which the written request is received at the Registered Office of Te Rūnanga.

Re-affiliation by Member of Te Rarawa

6.14 An Affiliated Te Rarawa Member may, at any time, submit a written request to Te Rūnanga, to amend or update the information relating to that person, currently held on the Te Rarawa Affiliation Database.

6.15 If the request under clause 6.14 above is for the re-recording of an Affiliated Adult Te Rarawa Member:

- (a) that request shall comply with and be determined in accordance with clauses 6.5 – 6.8 and 6.10 – 6.12;
- (b) if the application to re-affiliate is accepted, the Te Rarawa Member's prior affiliation shall be deemed to be invalid from the date on which the application is accepted; and

- (c) if the Affiliated Te Rarawa Member wishes to change his or her Hapu Marae For Voting Purposes in time for the election of the Elected Delegates or the Chairperson, Te Rūnanga must receive the written request not less than 5 calendar months before the relevant election.

Notice Not Necessary

- 6.16** It shall not be necessary for Elected Delegates to, where required to do so under this Constitution, provide Private Notice to Te Rarawa Members where the Elected Delegates believe on reasonable grounds (and have evidence supporting that belief) that that Member's contact details are not current.

7.0 MEETINGS AND REPORTING OBLIGATIONS

Reporting Responsibilities

- 7.1** Without derogating from its duties under any enactment or at law, Te Rūnanga has reporting responsibilities in relation to:

- (a) its own performance; and
- (b) the performance of any:
 - (i) Asset Holding Company;
 - (ii) Fishing Enterprise;
 - (iii) joint venture or other entity that conducts business using the Settlement Quota or Income Shares; and
 - (iv) any other Subsidiary Entity;

in accordance with the provisions of this clause 7.

Annual General Meeting

- 7.2** No later than 6 calendar months after the end of each balance date, and in any event no more than 15 months after the last AGM of Te Rūnanga, the Elected Delegates must hold an AGM.

- 7.3** The Iwi Council must:

- (a) give Public Notice of each AGM;
- (b) publish all draft resolutions for Iwi Council-approved proposals for adoption at the AGM on the Rūnanga website not less than 20 Working Days before the date of the AGM;
- (c) where requested, give Private Notice of each AGM; and
- (d) where requested, provide a copy of all draft resolutions for Iwi Council-approved proposals for adoption at the AGM.

- 7.4** At the AGM, the Iwi Council must provide to Te Rarawa Members, the following:

- (a) **Annual Report:** the Annual Report for the previous financial year, made available not less than 20 Working Days before the AGM, that reports

against the objectives set out in the Annual Plan for the previous year, including:

- (i) information on the steps taken by the Elected Delegates to increase the number of Te Rarawa Members; and
 - (ii) a comparison of the performance of Te Rūnanga against the objectives set out in the Annual Plan, including:
 - (aa) changes in the value of the Assets of Te Rūnanga ; and
 - (bb) profit distribution; and
 - (iii) the annual audited consolidated financial statements referred to in clause 4.23, prepared in accordance with generally accepted accounting practice; and
 - (iv) a report giving information on the sales and exchanges of Settlement Quota in the previous year, including:
 - (aa) the quantity of Settlement Quota held by the Asset Holding Company at the beginning of that year; and
 - (bb) the value of Settlement Quota sold or exchanged in that year; and
 - (cc) the identity of the purchaser or other party to the exchange; and
 - (dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over that Quota; and
 - (ee) the Settlement Quota interests that have been registered against the quota shares of Te Rūnanga; and
 - (ff) the value of Income Shares sold, exchanged, or acquired; and
 - (v) a report on the interactions of Te Rūnanga in fisheries matters:
 - (aa) with other entities within Te Rarawa; and
 - (bb) with other Mandated Iwi Organisations; and
 - (cc) with Te Ohu Kai Moana Trustee Limited; and
 - (vi) any changes made under section 18 of the Maori Fisheries Act to constitutional documents of Te Rūnanga or those of its Asset Holding Companies or any subsidiaries of the Asset Holding Companies; and
 - (vii) a report on the benefits which have been received by Te Rarawa Members in association with the criteria of Te Rūnanga for determining the allocation and distribution of such benefits; and
- (b) **Annual Plan:** an Annual Plan for the next financial year, which must include:

- (i) the objectives of Te Rūnanga; and
 - (ii) the means by which Te Rūnanga will foster and maintain whanaungatanga and promote the social, economic, cultural and environmental advancement of Te Rarawa; and
 - (iii) the policy of Te Rūnanga in respect of the sales and exchanges of Settlement Quota; and
 - (iv) any changes in that policy from the policy for the previous year; and
 - (v) any proposal to change the constitutional documents of any Subsidiary Entity of Te Rūnanga, including any fishing company owned by Te Rūnanga; and
 - (vi) **Annual Report of Subsidiary Entities:** the annual report of any Subsidiary Entity of Te Rūnanga (not being an Asset Holding Company) setting out:
 - (aa) the performance of that enterprise; and
 - (bb) the investment of money of that enterprise; and
 - (cc) the annual plan of that enterprise, including:
 - 1) the key strategies for the use and development of the assets held by that entity; and
 - 2) the expected financial return on those assets; and
 - (vii) any change to the percentage of the value of the Trust Fund that will be used in the definition of "Major Transaction"; and
 - (viii) the criteria of Te Rūnanga for determining how any benefits will be allocated and distributed amongst Te Rarawa Members; and
- (c) **Asset Holding Company Annual Report:** in relation to every Asset Holding Company of Te Rūnanga or any subsidiary of an Asset Holding Company that receives Fisheries Settlement assets, and in relation to any enterprise established by Te Rūnanga under clause 8.2 to conduct fishing operations utilising annual catch entitlement from the Settlement Quota of Te Rūnanga, to harvest, process or market fish, or be involved in any joint venture for those purposes, (each referred to in this clause as an "enterprise") an annual report on:
- (i) the performance of that enterprise; and
 - (ii) the investment of money of that enterprise; and
 - (iii) the annual plan of that enterprise, including:
 - (aa) the key strategies for the use and development of the fisheries assets of Te Rūnanga;
 - (bb) the expected financial return on those assets;
 - (cc) any programme to:

- 1) manage the sale of annual catch entitlements derived from the Settlement Quota; or
 - 2) reorganise the Settlement Quota held by that enterprise by buying or selling quota in accordance with the Maori Fisheries Act; and
- (d) **Draft Resolutions:** all draft resolutions for Iwi Council-approved proposals for adoption at the AGM.

Special Meetings

7.5 A Special Meeting, must be convened by the Elected Delegates on the written request to the Secretary of:

- (a) the Chairperson; or
- (b) at least one third of the Elected Delegates, or
- (c) at least one third of the Affiliated Adult Te Rarawa Members.

provided that no meeting may be convened to consider:

- (a) disposal of Income Shares in accordance with section 70 of the Maori Fisheries Act;
- (b) a request to Te Ohu Kai Moana Trustee Limited to treat Quota as Settlement Quota in accordance with section 159 of the Maori Fisheries Act;
- (c) disposal of Settlement Quota in accordance with section 162 of the Maori Fisheries Act; and
- (d) a request for rationalisation of Settlement Quota under section 172(3) of the Maori Fisheries Act,

unless the Elected Delegates have resolved to:

- (a) seek the approval of Adult Te Rarawa Members under section 70 of the Maori Fisheries Act;
- (b) obtain the approval of Adult Te Rarawa Members under section 159 of the Maori Fisheries Act;
- (c) obtain the prior approval of Adult Te Rarawa Members under section 162 of the Maori Fisheries Act;
- (d) obtain the prior approval of Adult Te Rarawa Members Adult in accordance with section 172 of the Maori Fisheries Act;

as the case may be; and

- (a) the request must state the reasons for which the Special Meeting is required and be signed by those requesting the Special Meeting; and
- (b) the Special Meeting must be held within 30 Working Days from the date the request was received by the Secretary.

7.6 Public Notice must be given of each Special Meeting.

Quorum

7.7 No business shall be transacted at an AGM or Special Meeting unless a quorum is present. The quorum at such meetings shall be 25 Affiliated Adult Te Rarawa Members.

7.8 If a quorum is not present within one hour of the time appointed for the start of an AGM or Special Meeting, the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting or such other time as the Elected Delegates otherwise determine.

Resolutions

7.9 Any resolution passed at an AGM or Special Meeting shall comply with the following:

(a) except in the case of resolutions described in clause 7.9 (b), (c), and (d), by more than 50% of the Adult Te Rarawa Members who are entitled to vote and actually cast a vote (by a show of hands or by ballot);

(b) in the case of a resolution for:

(i) changes to this Constitution in accordance with the requirements of section 18 of the Maori Fisheries Act;

(ii) disposal of Income Shares in accordance with section 70 of the Maori Fisheries Act;

(iii) Quota to be treated as Settlement Quota in accordance with section 159 of the Maori Fisheries Act;

(iv) disposal of Settlement Quota in accordance with section 162 of the Maori Fisheries Act;

(v) a request for rationalisation of Settlement Quota under section 172 of the Maori Fisheries Act; and

(vi) the winding up of Te Rūnanga in accordance with clause 11;

by not less than 75% of the Adult Te Rarawa Members who are entitled to vote and actually cast a vote in accordance with the voting procedures established under clause 15, but no such resolution shall be passed unless Public and Private Notice in respect of those resolutions has been given;

(c) in relation to Iwi Aquaculture Organisations, in the case of a resolution for:

(i) transfer of authorisations or coastal permits that are settlement assets (except where the proposed transfer is to a company that is wholly owned by Te Rūnanga as an Iwi Aquaculture Organisation); and

(ii) a request that Te Ohu Kai Moana Trustee Limited transfer authorisations or coastal permits that are settlement assets (except where the proposed transfer is to a company that is wholly owned by Te Rūnanga as an Iwi Aquaculture Organisation);

by not less than 75% of the Adult Te Rarawa Members who are entitled to vote and actually cast a vote in accordance with the voting procedures established under clause 15, but no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Aquaculture Settlement Act;

- (d) in relation to a resolution for changes to the Constitution not provided for in sub-clauses (b) and (c) of this clause, by not less than 75% of the Adult Te Rarawa Members who are entitled to vote and actually cast a vote in accordance with the voting procedures established under clause 15, but no such resolution shall be passed unless Public Notice in respect of those resolutions has been given.

No derogation from purposes

7.10 Clause 7 shall not derogate from the provisions of clause 2.0.

8.0 SUBSIDIARY ENTITIES

Asset Holding Company

8.1 Te Rūnanga must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Maori Fisheries Act subject to the provisos in clauses 7.1 – 7.10 and the provisions of clauses 7.9(b) and (c), that Asset Holding Company is wholly owned by Te Rūnanga and performs the functions and complies with the requirements set out in sections 16 and 17 of the Maori Fisheries Act, which at the date of this Constitution are that the Asset Holding Company:

- (a) must be and remain wholly owned and controlled by Te Rūnanga;
- (b) must not have more than 40% of its Directors who are also Elected Delegates elected in accordance with this Constitution;
- (c) must have constitutional documents that have been approved by a simple majority of the Elected Delegates, as complying with the requirements of the Maori Fisheries Act;
- (d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Elected Delegates, whether or not present at the meeting at which that resolution is proposed;
- (e) must receive and hold, on behalf of Te Rūnanga, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by, Te Rūnanga under the Maori Fisheries Act;
- (f) must provide dividends solely to Te Rūnanga;
- (g) must not undertake fishing or hold a fishing permit;
- (h) must not enter into any transactions relating to or affecting the Income Shares it holds unless Te Rūnanga has complied with its obligations under this Constitution including without limitation clauses 7.1 – 7.10, and sections 69 to 72 of the Maori Fisheries Act;
- (i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless Te Rūnanga has complied with its obligations under

this Constitution including without limitation clauses 7.1 – 7.10, and sections 161 to 176 of the Maori Fisheries Act;

- (j) in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Maori Fisheries Act;
- (k) may establish one or more subsidiaries to be its subsidiary Asset Holding Company;
- (l) may transfer to that subsidiary some or all of the Settlement Quota and Income Share received under clause 8.1(e);
- (m) any subsidiary established under the preceding clause:
 - (i) must be and remain wholly owned by the Asset Holding Company that established it;
 - (ii) must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under clause 8.1(l);
 - (iii) must provide dividends solely (but indirectly) to Te Rūnanga;
 - (iv) must not enter into any transactions relating to or affecting the Income Shares it holds unless Te Rūnanga has complied with its obligation under sections 69 to 72 of the Maori Fisheries Act;
 - (v) in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Maori Fisheries Act;
 - (vi) may establish one or more subsidiaries to be its subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this clause; and
 - (vii) must not undertake fishing or hold a fishing permit,

but the Asset Holding Company and its subsidiaries may undertake any other activity or hold any other assets.

Establishment of Fishing Enterprise

- 8.2** If Te Rūnanga wishes to establish its own fishing operation, utilising annual catch entitlement from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, Te Rūnanga to undertake those operations, which must not be the Asset Holding Company or a subsidiary that receives the Settlement Quota.

Iwi Aquaculture Organisations: Commercial Aquaculture Activities

- 8.3** If Te Rūnanga wishes to undertake commercial aquaculture activities (as that term is used in the Aquaculture Settlement Act), it must establish an enterprise which is separate from, but responsible to Te Rūnanga to undertake those activities, and which may be the Asset Holding Company that receives the Settlement Quota and Income Shares.

Development Trust And Asset Holding Trust

- 8.4** Te Rūnanga must ensure that it has established a Development Trust and an Asset Holding Trust that is and remains wholly owned and controlled by Te Rūnanga and whose deed or constitution meets all requirements set out in clause 8.6 of this Constitution.

Subsidiaries For Other Activities

- 8.5** For the avoidance of doubt, Te Rūnanga, at its discretion, may establish other Subsidiary Entities which are separate from, but responsible to Te Rūnanga, for the purposes of any other activities so long as such activities are consistent with the purposes of Te Rūnanga.

Requirements of Constitution Or Deed

- 8.6** The deed or constitution of every Subsidiary Entity of Te Rūnanga, including ever Asset Holding Company or Fishing Enterprise or a subsidiary of any of them must require that company or entity to:
- (a) hold its assets and all accretions to those assets whether of a capital or revenue nature and whether on trust or otherwise for the benefit of Te Rarawa Members, such purposes to be promoted by the payment of dividends or other revenue or capital distributions as directed by Te Rūnanga;
 - (b) present an Annual Plan and Statement of Corporate Intent to Te Rūnanga, in draft and obtain the agreement of Te Rūnanga for the contents of the Statement of Intent;
 - (c) report annually to Te Rūnanga at least 2 months prior to Te Rūnanga's AGM; and
 - (d) hold its AGM on the same date that Te Rūnanga holds its AGM;
 - (e) have its accounts audited; and
 - (f) have a Major Transactions clause identical to clause 9 and Schedule 4 of this Constitution, provided that approval for a Major Transaction must first be obtained from Te Rūnanga,

and, if the Subsidiary Entity is an Asset Holding Company or subsidiary of an Asset Holding Company subject to the Maori Fisheries Act, provide dividends or other revenue or capital distributions as directed by Te Rūnanga and provide for Te Rūnanga to appoint up to 2 Elected Delegates as Directors or Trustees of that entity provided however that at no time may the Elected Delegates comprise more than 40% of the total number of Directors or Trustees of that entity.

9.0 MAJOR TRANSACTIONS

Requirements

- 9.1** Te Rūnanga must not enter into a Major Transaction unless that Major Transaction:
- (a) has been approved by a majority of 75% at an AGM or Special Meeting; or
 - (b) is contingent upon approval by a majority of 75% at an AGM or Special Meeting and the Major Transaction is subsequently approved at an AGM or Special Meeting; and
 - (c) otherwise complies with the requirements of the Maori Fisheries Act.
- 9.2** Te Rūnanga must not enter into a Major Transaction within the meaning of paragraph (d) of that definition involving Income Shares or Settlement Quota within 2 years after the date on which the Income Shares or the first transfer of Settlement Quota, as the case may be, are transferred to Te Rūnanga by Te Ohu Kai Moana Trustee Limited.
- 9.3** If approval is obtained in accordance with clause 9.1 for a Major Transaction involving Income Shares or Settlement Quota, Te Rūnanga must comply with the provisions of the Maori Fisheries Act regarding the offer and sale of the Income Shares or Settlement Quota.
- 9.4** Approval may not be obtained for a Major Transaction within the meaning of paragraph (d) of that definition involving unspecified Settlement Quota unless the approval to sell unspecified Settlement Quota is given up to a specified limit that must not exceed 10% of the total value of the Settlement Quota held by Te Rūnanga.

Notice to Members

- 9.5** At least 20 Working Days before any AGM or Special Meeting at which a resolution is proposed in accordance with clause 7.9 the Iwi Council must give both Public Notice and Private Notice.

Income Shares and Settlement Quota

- 9.6** If a resolution proposed in accordance with clause 7.9 relates to a Major Transaction within the meaning of paragraphs (d) or (e) of that definition involving Income Shares, then:
- (a) the Public Notice must also specify the approximate proportion of the total value of the Income Shares of Te Rūnanga that are affected by the Major Transaction; and
 - (b) the Private Notice must also specify the number of Income Shares affected by the Major Transaction and a reasonable estimate of the net present value or likely sale price of such Income Shares.
- 9.7** If a resolution proposed in accordance with clause 7.9 relates to a Major Transaction within the meaning of paragraphs (d) or (e) of the definition of Major Transaction in Schedule 4, then:
- (a) the Public Notice must also specify the approximate proportion of the total value of the Settlement Quota of Te Rūnanga that is affected by the Major Transaction provided however that:

- (i) an approval to sell specified Settlement Quota or Settlement Quota approved for sale in accordance with a programme that is notified in the Annual Plan of Te Rūnanga may be valid for not more than 15 months from the date on which the approval is given; and
 - (ii) an approval to sell Settlement Quota generally up to a specified limit that must not exceed 10% of the total value of the Settlement Quota held by Te Rūnanga may be valid for not more than 12 months from the date on which the approval is given;
- (b) the Private Notice must also specify the amount of Settlement Quota affected by the Major Transaction and a reasonable estimate of the likely market value of such Settlement Quota.

10.0 DISPUTES PROCEDURE

Disputes Relating to Matters Arising Under the Maori Fisheries Act

10.1 If any dispute shall arise between Te Rarawa Members and Te Rūnanga in relation to the specified decisions set out in section 180(1) of the Maori Fisheries Act, and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process to resolve the dispute. Should the parties fail to reach agreement on the process to resolve the dispute, that dispute shall be determined in accordance with Part 5 of the Maori Fisheries Act. The provisions of this clause shall not derogate from the rights or obligations of Te Rūnanga or any Te Rarawa Member pursuant to the Trustee Act 1956 or any other Act or rule of law or equity.

Affiliation Disputes

10.2 If the Iwi Council makes a decision under clause 6.12 to either not affiliate a person or to remove a person from the Te Rarawa Affiliation Database, or to decline a request to amend or update that person's re-affiliation in accordance with clause 6.14, the decision may be appealed in the following manner:

- (a) the person alleging the dispute will submit his or her dispute in writing to the Chief Executive Officer of Te Rūnanga who shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice;
- (b) if the dispute is not settled within 20 Working Days of the receipt by the Iwi Council of written notice of the dispute, then it shall be referred to an Independent Panel, acceptable to both parties;
- (c) the Independent Panel shall comprise 3 members appointed by the Iwi Council, who shall be:
 - (i) 2 members of Te Rarawa, appointed for their skills and expertise in tikanga Te Rarawa, knowledgeable in Te Rarawa whakapapa and recognised as such by Te Rarawa Members provided that such members cannot also be Elected Delegates or employees of Te Rūnanga; and
 - (ii) 1 independent member (not being a Te Rarawa Member);
- (d) the role of the Independent Panel shall be to facilitate and make findings and decisions on the dispute referred to it;

- (e) in dealing with any dispute, the Independent Panel shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which the dispute before it should be dealt with;
- (f) the Independent Panel shall notify the Iwi Council and any other party to the dispute, in writing, of its findings and decision.

10.3 The findings and decisions of an Independent Panel shall be final and binding on the parties, provided that any party to the dispute may, if applicable, exercise their rights under section 180(1)(m) of the Maori Fisheries Act.

Other Disputes

10.4 Should any other dispute (not covered under clauses 10.1 to 10.3) concerning Te Rūnanga governance arise that cannot be resolved through discussion with the Iwi Council, the following procedure shall apply:

- (a) the Te Rarawa Member alleging the dispute will submit his or her dispute in writing to the Chief Executive Officer of Te Rūnanga who shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice;
- (b) on receipt of the notice the Iwi Council shall appoint an independent person or body acceptable to both parties to mediate;
- (c) both parties involved will agree to take all reasonable steps to settle the dispute;
- (d) if the dispute is not resolved within 30 days of the mediation process commencing, then unless both parties otherwise agree in writing, it will be referred to arbitration in accordance with the Arbitration Act 1996.

10.5 Disputes referred to in clause 10.4 which are initiated by or made against the Chief Executive Officer must be received in writing by the Chairperson.

10.6 Disputes referred to in clause 10.4 which are initiated by or made against both, or either, the Chief Executive Officer and the Chairperson must be received by some other person to be nominated by the Iwi Council.

11.0 WINDING UP OF TRUST

11.1 If at any time the Elected Delegates decide that for any reason it is no longer practicable or desirable to carry out the purposes of Te Rūnanga, the Elected Delegates may decide to wind up Te Rūnanga and to vest the assets of Te Rūnanga in one or more bodies in New Zealand for the purposes of Te Rūnanga in such manner, upon such terms, and in such proportions as the Elected Delegates may decide, provided that:

- (a) any such vesting must comply with the Maori Fisheries Act; and
- (b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at an AGM or Special Meeting in accordance with clause 7.9(b).

12.0 ALTERATION OF TERMS OF CONSTITUTION

Changes to the Constitution

12.1 The Elected Delegates have power to amend, revoke or add to the provisions of the Constitution provided that:

- (a) no amendment may be inconsistent with the Maori Fisheries Act;
- (b) no amendment may be made earlier than 2 years after the date on which Te Rūnanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Te Rarawa if the amendment relates to any matter provided for, by or under the Maori Fisheries Act, unless the amendment is required as a consequence of a rule made or amended under section 25 of that Act;
- (c) an amendment may only be promoted if a resolution that the amendment is for the collective benefit of all Te Rarawa Members is put and passed at an AGM or Special Meeting in accordance with clause 7.9.

12.2 Any Affiliated Adult Te Rarawa (including an Elected Delegate) may put forward in writing proposals for changes to this Constitution for consideration by the Elected Delegates and the Elected Delegates shall consider that proposal where they are satisfied that, in accordance with clause 6.11, the person is a Te Rarawa Member.

Changes to the Constitution to Add New Te Rarawa Marae

12.3 An application to become a Te Rarawa Marae may be submitted to Te Rūnanga by any new marae.

12.4 The Iwi Council shall develop criteria and a process to be used to govern the admission of new Te Rarawa Marae.

12.5 Upon receipt of an application to become a Te Rarawa Marae, the Iwi Council must:

- (a) publicly notify the application, calling for submissions supporting or opposing the application;
- (b) ensure that affected parties, including Te Rarawa Marae, have been consulted;
- (c) consider whether the application meets the criteria developed in clause 12.3 above;
- (d) approve the application by way of a resolution approved by 75% of Elected Delegates if it:
 - (i) satisfies the criteria developed in clause 12.3 above; and
 - (ii) in the Iwi Council's opinion, satisfies any other matters that have been brought to the attention of the Iwi Council;
- (e) arrange for an AGM or Special Meeting to be held to seek an amendment to this Constitution in accordance with clause 12.1;
- (f) ensure that any action necessary to implement the outcome of the AGM or Special Meeting is taken.

- 12.6** Any decision to approve a new Te Rarawa Marae must be notified to all Te Rarawa Members in the next communication from Te Rūnanga to them, along with notice that Te Rarawa Members may wish to apply to affiliate to or, Affiliated Te Rarawa Members may wish to apply to re-affiliate, with the new Marae, if it is a Hapu Marae.
- 12.7** Any new Hapu Marae given approval under this clause shall hold its elections for an Elected Delegate (and Alternate Elected Delegate) in accordance with clauses 3.4 – 3.19 with the necessary modifications, as soon as is practicable.

Changes to the Constitutions of Subsidiary Entities

- 12.8** Any proposal for the amendment of the constitutional documents of the Asset Holding Company or any Fishing Enterprise or any other Subsidiary Entity:
- (a) to the extent that it relates to a matter provided for in the Maori Fisheries Act, must be consistent with that Act;
 - (b) may only be promoted if the amendment is put and passed at an AGM or Special Meeting in accordance with clause 7.9.

Notification to Members of Te Rarawa

- 12.9** Any amendment or proposal under clauses 11, 12 or 13 must be notified to all Te Rarawa Members in the next communication from Te Rūnanga to them.
- 12.10** Notwithstanding clauses 12.1 and 12.2, after Settlement Date, the Elected Delegates may amend the definition of Te Rarawa Member to include Subsidiary Entities. Such an amendment may be made by an ordinary resolution of the Elected Delegates made in accordance with clause 4.10 of this Constitution.

13.0 RESETTLEMENT

Power to Resettle

- 13.1** The Elected Delegates have power at any time or times, by Deed, to settle or resettle upon trust in any manner which in the opinion of the Elected Delegates is for the advancement and benefit of Te Rarawa Members, the whole or any portion or portions of the capital or income of the Trust Fund provided that:
- (a) any such settlement or resettlement must comply with the Maori Fisheries Act;
 - (b) the resettlement is upon trust for the benefit of all Te Rarawa Members;
 - (c) the resettlement may only be promoted if a resolution supporting it is put and passed at an AGM or Special Meeting in accordance with clause 7.9.
- 13.2** For the avoidance of doubt, the Elected Delegates' powers include to resettle upon trusts for Charitable Purposes, for the advancement and benefit of Te Rarawa Members and within the purposes of this trust, including the incidental purposes, to entities established and existing primarily for the benefit of Te Rarawa Members, such as Subsidiary Entities and Te Rarawa Marae.

Perpetuities

13.3 Any settlement or resettlement under clause 13 must not transgress the rule against perpetuities as it applies to Te Rūnanga.

14.0 LIABILITIES AND INDEMNITY OF ELECTED DELEGATES AND EXECUTIVE

Liability

14.1 An Elected Delegate or Executive member and any other officers shall not be liable for:

- (a) any losses not arising from:
 - (i) any wilful default or any wilful commission or omission that the Elected Delegate, Executive member or other officer knew, or should have known, is a breach of this Constitution; or
 - (ii) dishonesty;
- (b) the acts or defaults of any other Elected Delegate, Executive member or other officer and in particular, no Elected Delegate or Executive member shall be bound to take, or be liable for failing to take any proceedings as a fellow Elected Delegate or Executive member for any such breach or alleged breach;
- (c) the neglect or default of any agent, provided the agent was employed in good faith and without negligence and the Elected Delegate, Executive member or other officer exercised due care in supervising the agent.

Indemnity And Insurance

14.2 Every Elected Delegate and member of the Executive shall be indemnified against all liabilities, except in the case of negligence or dishonesty, and there is no failure to act in good faith in a manner that he or she believed to be in the best interests of Te Rūnanga or any subsidiary with the object of fulfilling the purposes of Te Rūnanga, and have a lien on the assets of Te Rūnanga for such indemnity.

14.3 Without limiting clause 21.1, any Elected Delegate or member of the Executive may be indemnified or have their insurance costs met out of Te Rūnanga's Assets against any costs which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to Te Rūnanga provided he or she was acting in good faith in a manner that he or she believed to be in the best interests of Te Rarawa Members.

14.4 All indemnities and insurance costs may only be provided to the extent that the Elected Delegates, in their discretion, think just and equitable having regard to prevailing market rates for such costs in organisations of a similar nature, asset base and risk profile to Te Rūnanga.

15.0 VOTING PROCEDURE

15.1 The Elected Delegates must, where not otherwise stipulated in this Constitution, determine the procedures which shall govern the conduct of all voting and elections

provided for in this Constitution. Those procedures must comply with the provisions of Schedule 3.

16.0 INFORMATION TO IWI MEMBERS

16.1 Any Affiliated Adult Te Rarawa Member may request in writing that he or she wishes to receive:

- (a) Private Notice of any AGM or Special Meeting and/or Voting Papers relating to:
 - (i) the election of the Chairperson or the Elected Delegates; or
 - (ii) any amendment to this Constitution in accordance with the requirements of section 18 of the Maori Fisheries Act or the constitutional documents of any subsidiary of Te Rūnanga, including any Asset Holding Company or subsidiary of any Asset Holding Company; or
 - (iii) the disposal of Income Shares or Settlement Quota; or
 - (iv) the conversion of Quota into Settlement Quota; or
 - (v) any proposed Major Transaction; or
 - (vi) a request for rationalisation of Settlement Quota under section 172 of the Maori Fisheries Act; and
 - (vii) the winding up of Te Rūnanga in accordance with clause 11.
- (b) subject to the right of Te Rūnanga to recover reasonable costs, a copy of the current:
 - (i) Annual Report;
 - (ii) Annual Plan;
 - (iii) Strategic Iwi Development Plan;
 - (iv) audited annual accounts and audited consolidated financial statements;
 - (v) the current Constitution; and
 - (vi) any of the information referred to in clauses 7.1 and 7.4.

16.2 For the avoidance of doubt, Te Rūnanga is not under any obligation to disclose any other information to Affiliated Te Rarawa Members and may, in its absolute discretion, decide to withhold requested information, for certain reasons, for instance, commercially sensitive, or culturally sensitive or personal information.

17.0 INTERPRETATION

17.1 In a situation whereby the true meaning of provisions of this Constitution are ambiguous, those provisions must be interpreted consistent with Te Rarawa tikanga,

so long as that interpretation does not breach the Maori Fisheries Act 2004, the Trustee Act 1956 and any other relevant statute or enactment.

17.2 In the interpretation of this Constitution, unless the context requires otherwise;

- (a) Background and Schedules: the Background and Schedules form part of this Constitution;
- (b) Clauses and Schedules: references to clauses and schedules are to clauses and schedules in this Constitution;
- (c) Headings: headings appear as a matter of convenience and do not affect the construction of this Constitution;
- (d) Including: including and similar words do not imply any limitations;
- (e) Persons: a reference to a person includes a company, limited partnership, and also any body of persons, whether corporate or unincorporated and includes their representatives, executors and assigns;
- (f) Singular, Plurals and Gender: the singular includes the plural and vice versa, and words importing one gender include the other genders; and
- (g) Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations that have been substituted for that enactment or those regulations.

18.0 TRANSITIONAL PHASE

18.1 From the Establishment Date until the Settlement Date, Te Rūnanga shall operate within a Transitional Phase.

18.2 During the Transitional Phase, the following shall apply:

- (a) The business of the Existing Charitable Trust shall continue to operate as usual under its Constitution;
- (b) The name of Te Rūnanga shall be Te Rūnanga PSGE;
- (c) The Existing Charitable Trust shall continue to be the Mandated Iwi Organisation and the Iwi Aquaculture Organisation, and consequently all provisions in this Constitution pertaining to obligations that relate solely to the Maori Fisheries Act and the Fisheries Settlement and the Aquaculture Settlement Assets do not apply.

18.3 The persons who shall occupy the initial positions are to be as follows:

- (a) The Initial Elected Delegates shall be the Elected Delegates of the Existing Charitable Trust.
- (b) The initial Chairperson shall be the Chairperson of the Existing Charitable Trust.
- (c) The initial Deputy Chairperson shall be the Deputy Chairperson of the Existing Charitable Trust.

- (d) The initial Executive shall be made up of those persons who constitute the Executive of the Existing Charitable Trust.
- (e) The initial Chief Executive Officer shall be the Chief Executive Officer of the Existing Charitable Trust.

18.4 The first elections of the Elected Delegates to be held in accordance with clauses 3.4 – 3.20 of this Constitution and the first election of a Chairperson in accordance with clauses 3.22 – 3.33 of this Constitution must be held no later than one year after Settlement Date.

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY (insert name) as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as an Initial Elected Delegate
In the presence of:

Name: _____

Occupation: _____

Address: _____

SCHEDULE ONE: Definitions

For the purposes of this Constitution the following definitions apply.

Adult Te Rarawa Member	A Te Rarawa Member who is aged 18 years or over.
Affiliated Adult Te Rarawa Member	Those Adult Te Rarawa Members who have been recorded on the Te Rarawa Affiliation Database in accordance with clause 6.0 of this Constitution.
Affiliation Form	The application form, as may be approved from time to time by the Elected Delegates as per clause 6.6 of this Constitution, allowing Te Rarawa Members to apply to be affiliated and recorded in the Te Rarawa Affiliation Database in accordance with clause 6 of this Constitution.
AGM	Annual General Meeting conducted in accordance with clauses 7.2 – 7.4.
Alternate Elected Delegate	The person elected by each Te Rarawa Marae in accordance with clauses 3.4 – 3.20. The Alternate Elected Delegate is not part of the Iwi Council and has no voting rights.
Annual Plan	Report produced in accordance with clause 7.4 for each upcoming financial year and made available for discussion at the AGM.
Annual Report	Report produced in accordance with clause 7.4 for each previous financial year and made available for the AGM.
Aquaculture Settlement Assets	The assets received from the Aquaculture Settlement Act and has the meaning given to Settlement Assets in that Act.
Aquaculture Settlement Act Assets	Maori Commercial Aquaculture Claims Settlement Act 2004.
Asset Holding Company	Trust property of any kind. A company established by Te Rūnanga that meets the requirements for a company defined in the Maori Fisheries Act as an asset-holding company and includes any subsidiary of the asset-holding company.
Asset Holding Trust	The Trust established as a wholly owned subsidiary of Te Rūnanga as referred to in clause 8.4.
Chairperson	The Chairperson of Te Rūnanga elected in accordance with clauses 3.22 – 3.33 of this Constitution.
Charitable Purpose	Every purpose within New Zealand, which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section YA1 of the Income Tax Act 2007.
Community Marae Constitution	Those marae specified as Community Marae in Schedule 2. This Trust Deed, including recitals, schedules and any other appendices, and any amendments made in accordance with this Deed.
Deed of Settlement	The Deed of Settlement of Historical Claims entered into between Te Rarawa and the Crown and executed on 28 October 2012.
Deputy Chairperson	The Deputy Chairperson of Te Rūnanga and the Executive appointed in accordance with clause 3.36 of this Constitution.
Development Trust	The Trust established as a wholly owned subsidiary of Te Rūnanga as referred to in clause 8.4.
Elected Delegate	The representative elected by each Hapu Marae in accordance with clauses 3.4 – 3.20 to serve as a Trustee for Te Runanga, the Chairperson and the Deputy Chairperson, together forming the Iwi Council.
Directors	Directors of any company or subsidiary wholly or partly owned or

Election Meeting	controlled by Te Rūnanga. An AGM or Special Meeting held every three years at each Hapu Marae for the purposes of electing Elected Delegates and Alternate Elected Delegates, the date or time period of such meeting to be determined in accordance with clause 3.9 of this Constitution.
Employee	Any person employed to fulfil specified duties and subject to an employment agreement in accordance with the Employment Relations Act 2000.
Establishment Date Executive	5 th November 2012. The sub-committee elected by Te Rūnanga in accordance with clauses 3.38 – 3.47 of this Constitution, which may have co-opted members on it.
Existing Charitable Trust	The charitable trust named Te Rūnanga o Te Rarawa, incorporated on 29 March 1990.
Fisheries Settlement	The Crown settlement of Maori commercial fishing rights as defined in the Maori Fisheries Act.
Fishing Enterprise	A fishing operation established by Te Rūnanga under clause 8.2 to utilise annual catch entitlement from its Settlement Quota.
Hapu Marae	Marae whanau whanui which represent Te Rarawa hapu and that are in regular use by the general public and are recognised as principal marae within a rohe. Hapu Marae are set out in Schedules 2 and 5.
Historical Settlement	Claims made by Te Rarawa that are founded on rights arising from the Treaty of Waitangi, and arise from Crown acts or omissions before 21 September 1992.
Hui-a-iwi	Meetings held within the communities of Te Rarawa that are open to all Te Rarawa members.
Ideal Person Specification	A document outlining the desired attributes and skills required of the person sought and including an outline of the relevant role and requirements for the position.
Income Shares Independent Panel	Shares allocated to Te Rūnanga as part of the Fisheries Settlement. The Panel appointed under clause 10.2 to facilitate and make findings in relation to affiliation disputes.
Iwi Aquaculture Organisation	Iwi Aquaculture Organisation has the meaning given to it in the Aquaculture Settlement Act.
Iwi Council	The Board of Trustees comprising the Chairperson, the Deputy Chairperson and the Elected Delegates.
Major Transaction	Major Transaction has the meaning given to it in Schedule 4.
Mana Whenua	Turangawaewae and ukaipo, the place where you belong, where you derive your strength and support and you can contribute as a member of whanau, hapu, and iwi.
Mandated Iwi Organisation	Has the same meaning given to it in the Maori Fisheries Act.
Maori Fisheries Act Marae Vote	Maori Fisheries Act 2004. The collective vote of Adult Te Rarawa Members in relation to each Hapu Marae determined in accordance with clause 3.30.
Minute File	The formal record of proceedings of all meetings of the Elected Delegates as provided for in clauses 4.17 and 4.18.
Nga Hapu o Te Rarawa	Those hapu set out in Schedule 2. Hapu is the term used to describe a cluster of whanau traditionally living within a rohe who descend from common tupuna or ancestors. In many instances within Te Rarawa there are more than one hapu within a rohe.
Nga Whanau o Te Rarawa	An extended family which is the smallest unit in Te Rarawa society.
Preferential Voting System	A voting system in which each eligible voter votes for each candidate in order of preference, rather than voting for just one candidate. The voter will indicate his or her first preference, second

preference, third preference, and so on. After first votes are allocated, the candidate with the least number of votes drops out and their votes are given to the others according to preferences. This process is repeated until someone gets more than half the votes.

Hapu Marae For Voting Purposes

The Hapu Marae that Te Rarawa Members have chosen as their Marae for Voting Purposes. Each Te Rarawa Member may only vote at one Hapu Marae.

Private Notice

Notice sent to every Affiliated Adult Te Rarawa Member who has requested such notice in accordance with clause 16 from Te Rūnanga in writing, that:

- (a) is sent by post or, if the person requesting Private Notice has given written authorisation, by e-mail;
- (b) is sent not less than 20 Working Days before the date of the AGM or Special Meeting being notified;
- (c) includes the date, time, venue and agenda of the AGM or Special Meeting being notified, the closing date for receipt of postal votes, the place where explanatory documents may be viewed or obtained, and any other information that may be required under any enactment;
- (d) includes the matter or issues on which the vote is to be taken;
- (e) advises on the method by which the vote will be counted;
- (f) includes a copy of the Voting Paper; and
- (g) includes the address and return date for the completed Voting Paper.

Public Notice

Notice that:

- (a) is published in 1 local newspaper and in regions of New Zealand where the Elected Delegates consider that significant numbers of Te Rarawa Members reside; and
- (b) may also occur through Te Rūnanga publications, its website, electronic media including television, and/or iwi or other radio stations; and
- (c) is published not less than 20 Working Days before the date of the AGM or Special Meeting being notified; and
- (d) includes the date, time, venue and agenda of the AGM or Special Meeting being notified, the closing date for receipt of postal votes, the place where explanatory documents may be viewed or obtained, and any other information that may be required under any enactment; and
- (e) includes the matter or issues on which any vote is to be taken; and
- (f) advises on the method by which any votes will be counted.

Quota

Quota shares within the meaning of the Fisheries Act 1996.

Registered Office

The office for the time being of Te Rūnanga as decided from time to time under clause 4.2.

Relevant AGM

The next AGM after the triennial election of the Chairperson at which the announcement of the newly elected Elected Delegates will occur, if such announcement has not already been made at a prior Special Meeting.

Returning Officer

Means a suitably qualified person who has been appointed by the Iwi Council to oversee the voting process at any Election meeting, AGM or Special Meeting which person cannot be a Elected Delegate.

Secretary

Means the person appointed under clause 4.19 to perform general secretarial and administrative functions for Te Rūnanga.

Settlement Date	The date that legislation giving effect to the Deed of Settlement comes into effect.
Settlement Quota	Settlement Quota means the quota shares within the meaning of the Maori Fisheries Act that are allocated and transferred to the Asset Holding Company on behalf of Te Rūnanga by Te Ohu Kai Moana Trustee Limited.
Special Meeting	A Special Meeting convened in accordance with clause 7.5 of this Constitution to address particular issues.
Statement of Intent	A statement to be negotiated on an annual basis between Te Rūnanga and any Subsidiary Entity setting out: (a) the strategic priorities of that Subsidiary Entity; (b) the kaupapa or principles under which the business of the Subsidiary Entity is to be undertaken; (c) the expected level of income to be derived from any Assets held by the Subsidiary Entity; and (d) the manner in which income derived from such Assets is expended, including the manner in which and the amounts of any distributions to be made.
Strategic Iwi Development Plan Subsidiary Entity	Plan produced in accordance with clause 2.2(j) which must set out the long-term goals of Te Rarawa. Means any company, trust, limited partnership or other entity, wholly owned or controlled directly or indirectly by Te Rūnanga and includes the Asset Holding Company and any subsidiaries of it, the Fishing Enterprise and any subsidiaries of it, the Development Trust referred to in clause 8.4 and any subsidiaries of it.
Takiwa	Takiwa is the term used to describe a cluster of rohe, including marae. Refer to Schedule 2 for existing Takiwa.
Tamariki/Tangata Atawhai	Those persons who do not affiliate to Te Rarawa by descent from a primary ancestor of Te Rarawa but who are adopted by a Te Rarawa Member in accordance with the Tikanga of Te Rarawa – such Tikanga to be determined in accordance with clauses 5 and 6 or, if necessary clause 10.
Taurahere	Taurahere refers to an organisation constituted of Te Iwi o Rarawa Members living outside of Te Rohe o Te Rarawa and established for the purpose of maintaining links to their hapu.
Te Ohu Kai Moana Trustee Limited	The company of that name formed under the Maori Fisheries Act.
Te Rarawa	The iwi constituted by the broad historical grouping of Nga Hapu o Te Rarawa and Nga Whanau o Te Rarawa descended from identified Tupuna or ancestors and demonstrating their collective rangatiratanga within Te Rohe o Te Rarawa, and has, for the purposes of this Constitution, the meaning set out in clause 1(a) of Schedule 5.
Te Rarawa Marae	Those marae set out in Schedule 2. There are three types of Te Rarawa Marae – Hapu Marae, Affiliate Hapu Marae and Associate Hapu Marae. Te Rarawa Marae represent Te Rarawa, are in regular use by the general public and are recognised as principal marae within a rohe.
Te Rarawa Member	A person referred to in clause 1(b) of Schedule 5.
Te Rarawa Affiliation Database	The record established and maintained by Te Rūnanga in accordance with clause 6 of this Constitution.
Te Rohe o Te Rarawa	The area encompassing the traditional boundaries as identified in the first paragraph of this Constitution under the heading “Traditional Boundaries of Te Rarawa Iwi” that delineate the various rohe and turangawaewae of Nga Hapu o Te Rarawa and Nga Whanau o Te Rarawa.
Te Rūnanga	Te Rūnanga o Te Rarawa as created by this Constitution and whose purposes, functions and powers are set out in this Constitution.
Te Rūnanga PSGE	The name to be used for Te Rūnanga during the Transitional Phase.

Transitional Phase	The period beginning at the Establishment date and ending on the Settlement Date.
Trust Fund	All the assets and liabilities, including income, that are from time to time held by the Elected Delegates on the trusts of this Constitution.
Voting Paper	A voting paper (including any electronic voting paper) issued in accordance with Schedule 3 and which shall record the membership number of the voter, or in the case of a voter without an affiliation number, shall have a duly completed Affiliation Form attached to and forming part of that Voting Paper.
Whanau Marae	Whanau Marae are specified in Schedule 2 and are those marae that exclusively belong to whanau and are used more specifically for their requirements.
Working Day	The days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

SCHEDULE TWO: Te Rarawa Marae

Te Rarawa Marae	Marae Type	Rohe	NgaHapu o Te Rarawa
Te Rarawa	Hapu	Pukepoto	Ngati Te Ao Te Uri o Hina Tahawai
Te Uri o Hina	Hapu	Pukepoto	Ngati Te Ao Te Uri o Hina Tahawai
Ngati Moetonga	Hapu	Ahipara	Te Rokeka Ngati Moetonga
Roma (Te Ohaki)	Hapu	Ahipara	Ngati Waiora Ngati Pakahi Te Patukirikiri Parewhero
Korou Kore	Hapu	Ahipara	Ngati Moroki
Whakamaharatanga	Hapu	Manukau	Ngati Hine Patupinaki
Rangikohu	Affiliate Hapu	Herekino	Ngati Kuri Te Aupouri
Owhata	Hapu	Owhata	Ngati Torotoroa Popoto Tahukai
Te Kotahitanga	Hapu	Whangape	Ngati Haua
Morehu	Hapu	Pawarenga	Te Uri o Tai
Ohaki	Hapu	Pawarenga	Te Uri o Tai
Taiao	Hapu	Pawarenga	Te Uri o Tai
Matihetihe	Hapu	Mitimiti	Taomaui Hokokeha
Waiparera	Hapu	Rangi Point	Tahawai Patutoka Whanau Pani Te Hokokeha
Waihou	Hapu	Waihou	Ngati Te Reinga
Ngati Manawa	Hapu	Panguru	Ngati Manawa Te Waiariki Te Kaitutae
Waipuna	Hapu	Panguru	Te Waiariki Te Kaitutae
Motuti	Hapu	Motuti	Ngati Te Maara Te Kaitutae Ngati Tamatea
Ngai Tupoto	Hapu	Motukaraka	Ngai Tupoto Ngati Here
Tauteihiihi	Associate Hapu	Kohukohu	Te Ihutai

Pateoro	Associate Hapu	Te Karae	Te Ihutai
Te Arohanui	Associate Hapu	Mangataipa	Kohatutaka
Pikiparia	Associate Hapu	Kohukohu	Te Ihutai

SCHEDULE THREE: Voting Requirements

Valid votes

1. At every Election Meeting, AGM or Special Meeting, any votes cast under clauses 3.14, 3.29 and 7.9(b), (c) and (d):
 - (a) in order for a vote to be validly cast:
 - (i) Te Rūnanga must, where the person is already affiliated as a Te Rarawa Member, record the membership number on the Voting Paper; and
 - (ii) the Adult Te Rarawa Member casting the vote must:
 - (aa) ensure that he or she is affiliated; and
 - (bb) where that Adult Te Rarawa Member is not affiliated at the time of the vote, also complete an Affiliation Form which shall be attached to and form part of the Voting Paper;
 - (b) No vote cast shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Te Rarawa has been confirmed either:
 - (i) because that person is an Affiliated Adult Te Rarawa Member at the time they cast their vote; or
 - (ii) if that person has applied at the time that their vote was cast, to become an Affiliated Adult Te Rarawa Member, because their affiliation was accepted in accordance with clause 6.11.

except that a provisional result, disclosing the number of such persons and counting their votes for provisional purposes only may be declared at any time after voting has closed.

Secret Ballots

2. Any votes cast under clauses 3.14, 3.29 and 7.9(b), (c) and (d) shall be conducted so as to ensure that:
 - (a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;
 - (b) that the returning officer and those persons assisting the returning officer shall undertake to keep that information confidential; and
 - (c) that the Voting Papers are destroyed by the Returning Officer one year after the date of completion of the final count under clause 1(b) of this Schedule.

Eligible Voters

3. All Adult Te Rarawa Members shall be eligible to vote on any resolution required by clause 7.9 of this Constitution. Any votes cast under clauses 3.14, 3.29 and 7.9(b), (c) and (d) shall be on a Voting Paper and shall be received:
 - (a) by personal vote (not proxy) at an AGM or Special Meeting; and
 - (b) by postal ballot, if required, and received by the Secretary of the Rūnanga before 5 pm on the Working Day before the day on which the personal votes will be cast; or
 - (c) by electronic voting, if made available, provided that any system of electronic voting shall comply with the requirements for voting in the Maori Fisheries Act.

SCHEDULE FOUR: Definition of Major Transaction

Major Transaction means:

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, Assets by Te Rūnanga, the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Assets by Te Rūnanga, the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund before the disposition; or
- (c) A transaction that has or is likely to have the effect of Te Rūnanga acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund before the transaction;
- (d) The disposition of, or an agreement to dispose of, whether contingent or not, Income Shares or Settlement Quota by the Asset Holding Company to Te Ohu Kai Moana Trustee Limited or an entity within the Te Ohu Kai Moana Group or another Mandated Iwi Organisation under the Maori Fisheries Act; or
- (e) A transaction or series of transactions, or an agreement to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Maori Fisheries Act, including an option, security, mortgage, or guarantee, that could result in:
 - (i) the sale of Income Shares or Settlement Quota by Te Rūnanga; or
 - (ii) Te Rarawa o Te Rūnanga being disentitled for a period of more than 5 years to:
 - (aa) the income from the Income Shares; or
 - (bb) the income from the Annual Catch Entitlement arising from the Settlement Quota; or
 - (cc) the control or use of the Annual Catch Entitlement arising from the Settlement Quota,

but does not include:

- (f) Any transaction, not being a transaction involving Income Shares or Settlement Quota, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund; or
- (g) Any acquisition or disposition of Assets or Income Shares or Settlement Quota by Te Rūnanga from or to any company or other entity which is wholly owned by Te Rūnanga; or
- (h) Any exchange of Settlement Quota for Quota of the same market value that is carried out in accordance with the requirements of the Maori Fisheries

Act and in compliance with any policy of Te Rūnanga on Quota exchanges that is notified in the Annual Plan; or

- (i) Any transfer of Income Shares or Settlements Quota by an Asset Holding Company to a subsidiary Asset Holding Company in accordance with section 16(3)(b) of the Maori Fisheries Act;

provided however that:

- (j) Nothing in paragraph (c) of this definition applies by reason only of Te Rūnanga giving, or entering into an agreement to give, a charge secured over Assets of Te Rūnanga the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation; and
- (k) For the purposes of this definition, the value of the Trust Fund must be calculated based on the value of the assets and liabilities of Te Rūnanga and all its Subsidiary Entities.

SCHEDULE FIVE – Definition Of Te Rarawa And Associated Definitions

1. **Te Rarawa:**

- (a) means the collective group, composed of individuals and groups referred to in clause 1(b) below;
- (b) means:
 - (i) every individual who is descended from a Te Rarawa Ancestor; and
 - (ii) every individual who is descended from an Affiliate Ancestor; and
 - (iii) every individual who is a member of an iwi, hapū, group, family or whānau referred to in clause 1(c) below; and
- (c) includes:
 - (i) Nga Hapu o Te Rarawa; and
 - (ii) any iwi, hapū, group, family, or whānau to the extent that the iwi, hapū, group, family, or whānau is composed of individuals referred to in clause 1(b) above.

2. **Te Rarawa Ancestor** means an individual who exercised customary rights predominantly in relation to Te Rohe o Te Rarawa at any time after 6 February 1840 by virtue of their being descended from a recognised ancestor of Nga Hapu o Te Rarawa.

3. **Affiliate Ancestor** means an individual who exercised customary rights predominantly in relation to the Herekino, Epaakauri, Orowhana and Te Tauroa areas at any time after 6 February 1840 by virtue of:

- (a) their being descended from a recognised ancestor of the hapu specified in Schedule 2 as an Affiliate Hapu; and
- (b) in the case of Ngāti Kuri/Wairupe, their being descended from Houmeaiti and the marriage of Wairupe to Kuri.

To avoid doubt, Ngāti Wairupe and Ngāti Kuri are interchangeable terms to the extent that they describe the people comprising the hapū Ngāti Kuri.

4. **Ancestor of An Associate Hapu** means an individual who exercised customary rights predominantly in relation to the Tauteihiihi to Mangamuka areas at any time after 6 February 1840 by virtue of their being descended from a recognised ancestor of a hapu specified in Schedule 2 as an Associate Hapu.

5. For the purposes of clauses 2, 3, and 4 **customary rights** means rights according to tīkanga Māori (Māori customary values and practices), including:

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

6. For the purposes of clause 1(b), a person is descended from another person if the first person is descended from the other by:
- (a) birth;
 - (b) legal adoption; or
 - (c) Māori customary adoption of Tamariki/Tangata Atawhai in accordance with Te Rarawa tīkanga.