



**TRUST DEED OF
TE RARAWA ANGA MUA TRUST**

Approved 20th May 2015



TE IWI O TE RARAWA

Nga Putake

Ko 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 whakatopotanga o Te Rarawa whanui, whanau, hapu, iwi.

Mission Statement

The Mission of 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 Rangi, 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 Deed empowers Te Rarawa Anga Mua Trust to act as one of the principal subsidiary entities of Te Rūnanga o Te Rarawa, tasked with supporting the inter-generational development of Te Rarawa whanau, hapu, marae and Iwi with a focus on social, environmental, cultural and economic well-being.
- B.** This Deed sets out the functions and purposes, and provides for the control, governance, and operation of Te Rarawa Anga Mua Trust. The Trust shall operate exclusively for Charitable Purposes for the benefit of Te Rarawa Members and shall be registered and incorporated as a charitable trust. The Trustees shall, subject to clause 10.1, have the power to register this Deed under any other form of trust or appropriate legal entity in the future.
- C.** There are four Developmental Pou under which Te Rūnanga and any Subsidiary Entity must conduct all and any of its affairs and activities, namely, the cultural, environmental, social and economic. They form the foundations from which Te Rūnanga and any of its Subsidiary Entities, including Te Rarawa Anga Mua Trust, strive to fulfil the aspirations of Te Tiriti o Waitangi, including upholding the tino rangatiratanga and self-determination of the Te Rarawa Iwi nation by fostering the development and empowerment of Nga Hapu o Te Rarawa and Te Rarawa Marae within Te Rohe o Te Rarawa.
- D.** The Existing Charitable Trust named Te Rūnanga o Te Rarawa was incorporated on 29 March 1990. 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.** On 17th October 2012, the Existing Charitable Trust passed resolutions, inter alia:
- (a)** Authorising the establishment of Te Rūnanga PSGE to receive Te Rarawa's Treaty settlement redress. Te Rūnanga PSGE was established on Friday 9th November 2012.
- On 18th December 2013, Te Rūnanga PSGE passed resolutions, inter alia:
- (b)** Authorising the establishment of a subsidiary entity of Te Rūnanga PSGE to be a development charitable trust. To this end, Te Rūnanga PSGE, as settlor, has paid the Trustees \$1.00 to settle Te Rarawa Anga Mua Trust.
- F.** 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.
- G.** Also during the Transitional Phase, Te Rarawa Anga Mua Trust shall report to the Existing Charitable Trust and all powers and obligations set out in this Deed that relate to Te Rūnanga shall be exercised as if the Existing Charitable Trust was Te Rūnanga.

TABLE OF CONTENTS

	Page number
TE IWĪ O TE RARAWA.....	1
INTRODUCTION	2
1.0 CREATION OF TRUST	5
Declaration of Trust.....	5
Name of Trust.....	5
2.0 KAUPAPA/PURPOSES	5
Purpose	5
Incidental Purposes – General	5
3.0 BOARD	6
Chairperson	6
Sub-Committees	6
Power to Co-opt trustees.....	6
General Manager.....	7
Termination of Membership	7
4.0 BOARD POWERS AND MANAGEMENT OF TRAM TRUST	9
Board Powers.....	9
Registered Office	10
Powers of Delegation	10
Trust Board Meetings.....	10
Secretary.....	12
Accounts and Audit	12
Reliance on Advice.....	12
Disclosure of Interest	13
Definition of Interested Trustee	13
Interests in Common with Hapu	13
Recording of Interest.....	13
No Private Pecuniary Profit.....	13
Appointment and Removal of Custodian Trustee	15
5.0 MEETINGS AND REPORTING OBLIGATIONS	15
Reporting Responsibilities.....	15
Annual Appointors Meetings.....	16
Special Meetings	17
Quorum	17
Resolutions.....	18
No Derogation From Purposes.....	18
6.0 SUBSIDIARY ENTITIES	18
Requirements of Constitution or Deed	18
7.0 DISPUTES PROCEDURE	19
7.0 WINDING UP OF TRUST	19
9.0 ALTERATION OF DEED AND ANNUAL STATEMENT OF INTENT	19
10.0 RESETTLEMENT	20
Power to Resettle	20
Perpetuities.....	20
11.0 LIABILITIES AND INDEMNITY OF TRUSTEES AND EXECUTIVE	20
Liability.....	20
Indemnity And Insurance.....	21
12.0 INFORMATION TO IWĪ MEMBERS	21
13.0 INTERPRETATION	21
14.0 TRANSITIONAL PHASE	22

SCHEDULE ONE: Definitions 24
SCHEDULE TWO: Te Rarawa Marae26
SCHEDULE THREE: Definition of Te Rarawa and associated definitions27

1.0 CREATION OF TRUST

Declaration of Trust

- 1.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed.

Name of Trust

- 1.2 The Trust shall be called **Te Rarawa Anga Mua Trust. (TRAM Trust)**

2.0 KAUPAPA/PURPOSES

Purpose

- 2.1 The purpose for which TRAM Trust is established is to be a vehicle to support the inter-generational development of Te Rarawa whanau, hapu, marae and Iwi with a focus on social, environmental, cultural and economic wellbeing; for the benefit of Te Rarawa Members, irrespective of where those Members reside.
- 2.2 The Trust will receive, hold, and manage on behalf of Te Rarawa, on the trusts set out in this Deed, any funds or assets, from Te Rūnanga for every Charitable Purpose benefiting Te Rarawa, whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Te Rarawa.

Incidental Purposes – General

- 2.3 Incidental to, and to give effect to the purpose set out in clause 2.1, the Trustees shall:
- (a) Develop a Five-year Plan consistent with the Long Term Strategic Iwi Development Plan of Te Rūnanga to assist the growth and development of Te Rarawa;
 - (b) Develop an Annual Statement of Intent, and an Annual Report consistent with the Five-year Plan and the Long Term Iwi Strategic Plan of Te Rūnanga to assist the growth and development of Te Rarawa;
 - (c) Contribute to the Implementation of the Iwi Strategic plan
 - (d) Implement the Runanga Distribution Policy on behalf of the Runanga
 - (e) Support hapu/marae communities to achieve their developmental aspirations
 - (f) Liaise with all Iwi governance entities to ensure alignment
 - (g) Monitor the implementation of the Annual Statement of Intent and Five Year Plan of TRAM Trust;
 - (h) Establish Subsidiary Entities to undertake various activities as required;
 - (i) Exercise strategic governance and provide financial oversight over all of the affairs of TRAM Trust, including over any Subsidiary Entities; and

- (j) Liaise with key stakeholders including Iwi, Maori, government, local authorities and private organisations to facilitate improvements in the provision of services for Maori;
- (k) Perform any other functions as determined from time to time by Te Runanga.

3.0 BOARD

3.1 The Trust Board will comprise:

- (a) Between 3 and 5 Trustees appointed by Te Rūnanga;

3.2 Trustees:

- (a) may not hold office for a period longer than 3 years without facing re-appointment;
- (b) may, at the end of his or her term of appointment, be re-appointed for a further term not exceeding 3 years (with there being no limit to the number of times a Trustee may be reappointed);

3.3 The Chairperson and the Chief Executive Officer of Te Rūnanga, shall be entitled to attend all Board meetings as ex-officio members but shall not be entitled to vote.

Chairperson

3.4 A Chairperson shall be elected by the Trustees from amongst themselves, which election shall be reviewed annually.

3.5 The role of the Chairperson is to:

- (a) provide leadership;
- (b) preside over all Board meetings, all Annual Appointers Meetings and all Special Meetings;
- (c) report to Te Rūnanga in relation to the operational and governance activities of TRAM Trust at the monthly meetings of Te Rūnanga or as otherwise agreed with Te Rūnanga.

3.6 Where the Chairperson is unable to preside over a meeting or unable to undertake any other of his or her functions, the Chairperson may delegate any of such tasks to another Trustee.

Sub-Committees

3.7 The Trustees may appoint one or more Sub-committees whose powers and term shall be determined by the Trustees in accordance with the delegation provisions set out under clauses 4.3 – 4.8.

3.8 Any resolution appointing members of a Sub-committee shall include the following:

- (a) the extent and limits of the powers delegated;

- (b) the term of the appointment of the Sub-committee members, provided that no Trustee shall be appointed for a period not coinciding with his or her appointed term; and
- (c) such other details as may be considered necessary.

3.9 All other requirements in relation to delegations set out in clauses 4.3 – 4.8 shall apply.

Power to co-opt trustees

3.10 The trustees may from time to time co-opt up to two additional trustees to the trust to ensure that there is a good mix of skills, experience and gender balance.

3.11 The term of co-opted trustees shall be determined by the trustees but shall not exceed three years.

General Manager

3.12 The Board may appoint a General Manager, after consultation with the Chairperson and the Chief Executive Officer of Te Rūnanga, for such fixed term as the Board may, in its absolute discretion, think appropriate.

3.13 If a General Manager is appointed, he or she:

- (a) must not be a Trustee of TRAM Trust or Te Rūnanga;
- (b) must report to the Board; and
- (c) must regularly communicate and liaise with the Chief Executive Officer of Te Runanga to ensure a strategic alignment between Te Runanga and TRAM Trust.

Termination of Membership

3.14 A person will immediately cease to be a Trustee if she or he:

- (a) shall have been in office for more than 3 years since his or her appointment;
- (b) resigns in accordance with clause 3.14;
- (c) is removed from the Board in accordance with clause 3.15;
- (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 a Trustee;
- (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.

3.15 The Trustee concerned shall cease to hold office:

- (a)** in a case where subparagraph 3.12(a) applies, from the end of the day 3 years after the date on which that Trustee was last appointed to office;
- (b)** in a case where subparagraph 3.12(c) applies, from the date at which Te Rūnanga notifies the Trustee of its decision to terminate his or her membership;
- (c)** in a case where subparagraph 3.12(d) applies, from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave, provided that that Trustee, shall be given an opportunity to explain his or her absenteeism;
- (d)** in cases where subparagraph 3.12(e)-(h) apply, from the date on which the Board was notified in writing of the relevant fact, together with such evidence as the Board may reasonably require, including evidence of the Trustee's criminal history.

3.16 Any Trustee may resign from the Board by delivering to the Board a notice in writing to that effect and such resignation will be effective from the date on which the Board receives that notice.

3.17 Any Trustee may have his or her membership of the Board reviewed, and if considered appropriate, terminated by Te Rūnanga 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 Trustee, is notified in writing by Te Rūnanga of its intention to review his or her position on such grounds, not less than 7 days prior to the meeting at which Te Rūnanga will undertake such review; and
- (b)** the Trustee is provided with the opportunity at such meeting of Te Rūnanga to explain and defend his or her conduct.

3.18 Te Rūnanga reserves the complete and unfettered discretion to determine what conduct constitutes incompatibility with the purposes and objects of Te Rūnanga and the complete and unfettered discretion to remove the Trustee.

4.0 BOARD POWERS AND MANAGEMENT OF TRAM TRUST

Board Powers

- 4.1** To achieve the purposes for which TRAM Trust is established, the Board (or its delegated officers) may, subject always to the trusts imposed by this Deed and consistent with the Long Term Strategic Iwi Development Plan, the Five-year Plan, and the Annual Statement of Intent, 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)** deal with the Trust Fund and, for the avoidance of doubt, including:
 - (i)** the acquisition and disposition of assets;
 - (ii)** the distribution, for charitable purposes, consistent with the Runanga Distribution Policy and as approved by Te Rūnanga in the Statement of Intent 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 TRAM Trust has been made,
 - (c)** 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 Trustees may think necessary or convenient for any of the purposes contained in clause 2;
 - (d)** to lease, let or grant the use of land and/or buildings or parts thereof held by TRAM Trust for any lawful purpose in furtherance of any of the purposes contained in clause 2;
 - (e)** to engage in any business, investment or transaction capable of being conducted so as to directly or indirectly benefit TRAM Trust and for that purpose to take or otherwise acquire, hold and dispose of shares in any company or other entity;
 - (f)** 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 Trustees may consider desirable;
 - (g)** to enter into any arrangement with any other iwi, or hapu or whanau entity or any other entity in furtherance of any of the purposes contained in clause 2;
 - (h)** 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;
 - (i)** to appoint or remove directors or trustees to any Subsidiary Entity of TRAM Trust;
 - (j)** to appoint, remunerate and dismiss professional advisers, agents and officers or employees for such remuneration as the Trustees may think fit;
 - (k)** 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 national organisation;

(l) to appoint such other Sub-committees as it determines desirable and to delegate powers and duties to such Sub-committees, provided that such delegations meet the requirements set out in clauses 3.7 – 3.9; and

(m) to engage in any other business, investment or transaction, capable of being lawfully conducted for the purposes and objectives of TRAM Trust.

Registered Office

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

Powers of Delegation

4.3 The Board may, where it deems appropriate to do so, delegate, in writing, to any Sub-committee formed by the Board, any Subsidiary Entity, any Trustee, the General Manager, or the Chief Executive Officer of Te Rūnanga, such of the powers of the Board as the Trustees may decide, provided that the Trustees must not delegate strategic governance.

4.4 Any person, Sub-committee or entity acting under delegated power shall act in accordance with the terms of this Deed 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 Trustees may revoke wholly or partly any delegation of their powers at any time whatsoever, for any reason whatsoever.

4.6 Subject to any directions given by the Trustees, any person, Sub-committee or entity to which any powers of the Trustees have been delegated may conduct that person's, Sub-committee's or entity's affairs as that person, Sub-committee or entity may decide.

4.7 The term, extent and limits of any delegation shall be agreed to by a resolution of the Board and shall be documented in TRAM Trust policy documents.

4.8 The Board must ensure that any resolution delegating powers under clauses 4.3 – 4.7 must contain clear procedures for the delegate to report back to the Board on any action or decision taken as delegate.

Trust Board Meetings

4.9 The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 4 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.

4.10 Any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees 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 Deed, a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- 4.13** The Chairman or any two Trustees may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee or emailed or sent by facsimile to each Trustee 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 Trustees.
- 4.14** The quorum for a meeting of Trustees is a majority of the Trustees from time to time, but no less than 3.
- 4.15** The Trustees 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 Trustees may act only for the purpose of advising of the relevant vacancy or vacancies and taking the steps necessary to have such new Trustees appointed to fill any such vacancy or vacancies, so as to increase the number of Trustees to the number required for a quorum, and for no other purpose.
- 4.16** The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of clauses 4.9 – 4.18 (as to meetings of the Trustees) shall apply to such meetings provided the following conditions are met:
- (a)** each Trustee 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 Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (c)** at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;
 - (d)** a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (e)** a Trustee 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 Trustee 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 Trustees 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 Te Rūnanga or the Trustees at all reasonable times. The Minute File may be held in printed or electronic format.

Secretary

- 4.19** The Trustees shall appoint a Secretary who may be honorary, or a full-time or part-time employee of TRAM Trust, or a full-time or part-time employee of Te Rūnanga, who shall be responsible for the Minutes of all Board meetings, AGMs and Special Meetings. The Secretary may not take part in any of the deliberations of the Trustees or be entitled to vote. Where the Secretary is the General Manager, he or she is entitled to take part in the deliberations.

Accounts and Audit

- 4.20** The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by at least 2 Trustees chosen by the Board or such other person or persons as the Trustees may decide.
- 4.21** The Trustees shall cause proper records to be kept, in such manner as the Trustees may decide, for each financial year, with full, true and complete accounts of the affairs and transactions of TRAM Trust 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 TRAM Trust. The accounts of TRAM Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed annually in that capacity by a majority of the Trustees, after consultation with Te Rūnanga. The Trustees must also ensure that the consolidated financial statements of TRAM Trust and each Subsidiary Entity of TRAM Trust for each financial year shall be prepared and audited by the same auditor, or other suitable auditors as decided by the Trustees, after consultation with Te Rūnanga.
- 4.22** Nothing in clauses 4.20 – 4.21 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

- 4.23** The Trustees, when exercising powers or performing duties as Trustees, 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 TRAM Trust whom the Trustees 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 Trustees 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 3.7 – 3.9.
- 4.24** Clause 4.23 applies only if the Trustee:
- (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

- 4.25 Any Trustee who is or may be in any other capacity whatsoever interested or concerned directly or indirectly in any property or undertaking in which TRAM Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee 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 Trustee

- 4.26 A Trustee will be interested in a matter if the Trustee:
- (a) is a party to, or will derive a material financial benefit from that matter;
 - (b) has a material financial interest in another party to the matter;
 - (c) is a director, officer or Trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned or controlled by TRAM Trust, any Subsidiary Entity of TRAM Trust, wholly owned or controlled by Te Rūnanga or any subsidiary entity of Te Rūnanga;
 - (d) is the parent, child or spouse, civil union or de facto partner of another party to, or person who will or may derive a material financial benefit from the matter; or
 - (e) is otherwise directly or indirectly interested in the matter.

Interests in Common with Hapu

- 4.27 Notwithstanding clauses 4.25 and 4.26, no Trustee will be interested in a matter where that Trustee 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

- 4.28 A disclosure of interest by a Trustee shall be recorded in the Minute File. Immediately following his or her appointment as a Trustee (as the case may be), each Trustee must disclose any interest in writing and enter into the Minute File, including the name of any other iwi of which he or she is a registered member, and the Trustee must also, at any time after his or her appointment, must disclose to the next meeting of the Trustees and enter into the Minute File, any new interest of which that Trustee becomes aware.

No Private Pecuniary Profit

- 4.29 No private pecuniary profit may be made by any person from TRAM Trust, except that:
- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of TRAM Trust;

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

provided that:

- (i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee 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 Board after obtaining independent advice from a suitably qualified person on the level of remuneration that would be considered reasonable in the circumstances; and
- (ii) the Trustees 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 Trustee or firm or entity to which that Trustee is connected with;
 - (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.

4.30 Subject to clause 4.29, in the exercise of the powers conferred by this Deed, each Trustee, in the discharge of any duty, or exercise of any discretion as Trustee, shall ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any company by which any business of TRAM Trust is carried on;
- (c) a settlor or a Trustee of any trust that is a shareholder of any company by which any business of TRAM Trust 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 4.30(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 4.29 and 4.30 shall be void.

- 4.31** The Trustees shall require that clauses to the same effect as clauses 4.25 – 4.31 of this Deed be included in the deed or constitution of every Subsidiary Entity.

Appointment and Removal of Custodian Trustee

- 4.32** The Trustees 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 Deed or any further terms as the Trustees may decide, and for the avoidance of doubt, the custodian trustee must, when exercising its powers, act in accordance with this Deed. The Trustees 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 MEETINGS AND REPORTING OBLIGATIONS

Reporting Responsibilities

- 5.1** Without derogating from its duties under any enactment or at law, TRAM Trust has reporting responsibilities in relation to:

- (a)** its own performance; and
- (b)** the performance of any Subsidiary Entity;

in accordance with the provisions of this clause 5.

- 5.2** TRAM Trust must:

- (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 distribution of dividends or other revenue or capital distributions in accordance with the Distribution Policy by Te Rūnanga for Charitable Purposes for the benefit of Te Rarawa Members, provided that the Trustees are satisfied that their fiduciary obligations have been met;
- (b)** prepare and present a Five-year Plan to Te Rūnanga, in draft and obtain approval from Te Rūnanga for its contents;
- (c)** review the Five-year Plan every 5 years and refer any amendments to Te Rūnanga, in draft for their approval;
- (d)** prepare and present an Annual Statement of Intent to Te Rūnanga, in draft in accordance with clause 5.4(b) and, obtain approval from Te Rūnanga for the contents of the Annual Statement of Intent at the Annual Planning Meeting to be held in accordance with clause 5.3(a);
- (e)** prepare and present an Annual Report to Te Rūnanga, in draft in accordance with clause 5.4(c) and, obtain approval from Te Rūnanga for the contents of the Annual Report at the Annual Reporting Meeting to be held in accordance with clause 5.3(b);

- (f) report monthly to Te Rūnanga at its monthly Runanga meetings or in such other manner as may be determined by Te Rūnanga from time to time;
- (g) attend the AGM of Te Rūnanga and participate as required by Te Rūnanga; and
- (h) have its accounts audited.

Annual Appointers Meetings

5.3 The Trustees must hold two Annual Appointers Meetings as follows:

- (a) by November of each calendar year, or such other date as may be agreed with Te Rūnanga, the Trustees must present a draft Annual Plan for the following year to Te Rūnanga;
- (b) by March of each calendar year, or such other date as may be agreed with Te Rūnanga, the Trustees must present an Annual Report on the outcomes of previous Annual Plan to Te Rūnanga;

5.4 TRAM Trust must:

- (a) notify Te Rūnanga of the dates which the two Appointers Meeting will be held, such dates to be agreed with the Chief Executive Officer of Te Rūnanga; and
- (b) in relation to the Annual Planning Meeting, submit a draft Annual Statement of Intent for the following year to Te Rūnanga at least 1 calendar months before the Annual Planning Meeting;
- (c) in relation to the Annual Reporting Meeting, submit a draft Annual Report for the previous year to Te Rūnanga at least 1 calendar months before the Annual Reporting Meeting.

5.5 At the Annual Planning Meeting, the Board must provide to Te Rūnanga, the following:

- (a) A draft Annual Statement of Intent: an Annual Statement of Intent for the next financial year, which must be consistent with the Long Term Strategic Iwi Development Plan, the Five-year Plan, and include:
 - (i) the objectives of TRAM Trust;
 - (ii) the key strategies that will contribute to the implementation of the Iwi Strategic Plan and support the inter-generational development of Te Rarawa whanau, hapu, marae and Iwi;
 - (iii) the strategic priorities of TRAM Trust and/or any Subsidiary Entity;
 - (iv) the Guiding Principles by which the business of TRAM Trust and/or any Subsidiary Entity is to be undertaken;
 - (v) how the Runanga distribution plan will be implemented within the available resources;

- (vi) Any proposal to change the constitutional documents of any Subsidiary Entity of TRAM Trust.
- 5.6 The Board must provide opportunity for Runanga trustees to be involved in the development of the draft Annual statement of Intent.
- 5.7 The Runanga must approve an Annual Statement of Intent after due consideration and may require alterations of additional work to be undertaken before approval is given.
- 5.8 At the Annual Reporting Meeting, the Board must provide to Te Rūnanga, the following:
 - (a) Annual Report: the Annual Report for the previous financial year, that reports against the objectives set out in the Annual Statement of Intent for the previous year, including:
 - (i) a comparison of the performance of TRAM Trust against the objectives set out in the Annual Plan and the Statement of Intent, including and distributions made:
 - (ii) the annual audited consolidated financial statements referred to in clause 4.21, prepared in accordance with generally accepted accounting practice; and
 - (iii) Annual Report of Subsidiary Entities: the annual report of any Subsidiary Entity of TRAM Trust, which shall be consolidated with the Annual Report.

Special Meetings

- 5.9 A Special Meeting must be convened by the Trustees on the written request of:
 - (a) the Chairperson; or
 - (b) at least one third of the Trustees, or
 - (c) Te Rūnanga;as the case may be; and
 - (a) The request must be made to the Secretary; and
 - (b) the request must state the reasons for which the Special Meeting is required and be signed by those requesting the Special Meeting; and
 - (c) the Special Meeting must be held within 30 Working Days from the date the request was received by the Secretary.

Quorum

- 5.10 No business shall be transacted at an Annual Appointers Meeting or Special Meeting unless a quorum is present. The quorum at such meetings shall be one third of Te Rūnanga Trustees and the majority of the TRAM Trustees.
- 5.11 If a quorum is not present within one hour of the time appointed for the start of an Annual Appointers Meeting 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 Te Rūnanga otherwise determines.

Resolutions

5.12 Any resolution passed at an Annual Appointers Meeting or Special Meeting shall comply with the following:

- (a)** except in the case of resolutions described in clause 5.10(b), by more than 50% of the Te Rūnanga trustees present;
- (b)** in the case of a resolution for:
 - (i)** the winding up of TRAM Trust in accordance with clause 9; or
 - (ii)** changes to the Deed in accordance with clause 10; or
 - (iii)** any decisions to resettle in accordance with clause 11; or

by not less than 75% of Te Rūnanga trustees present, but no such resolution shall be passed unless at least 20 Working Days before the Annual Appointers Meeting or Special Meeting at which the resolution is to be passed, notice of the resolution and a copy of the draft resolution has been given to all Te Rūnanga trustees and all Trustees.

No Derogation From Purposes

5.13 Clause 5.0 shall not derogate from the provisions of clause 2.0.

6.0 SUBSIDIARY ENTITIES

6.1 For the avoidance of doubt, TRAM Trust, may establish Subsidiary Entities which are separate from, but responsible to TRAM Trust, for the purposes of any other activities so long as such activities are consistent with the purposes of TRAM Trust and Te Rūnanga has been consulted.

Requirements of Constitution or Deed

6.2 The deed or constitution of every Subsidiary Entity, must require that company or entity to:

- (a)** be consistent with the Charitable Purposes of TRAM Trust;
- (b)** 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 to TRAM Trust or as directed by TRAM Trust for its Charitable Purposes for the benefit of Te Rarawa Members;
- (c)** present an Annual Statement of Intent to TRAM Trust, in draft and obtain the agreement of TRAM Trust for the contents of the Annual Plan and the Statement of Intent;
- (d)** have the same reporting responsibilities to TRAM Trust as TRAM Trust has to Te Rūnanga as set out in clause 5.0;

- (e) have its accounts audited; and

7.0 DISPUTES PROCEDURE

7.1 Should any dispute concerning TRAM Trust governance arise that cannot be resolved through discussion with the Board and/or Te Rūnanga using a tikanga based process, the following procedure shall apply:

- (a) the Trustee or Te Rūnanga trustee alleging the dispute will submit his or her dispute in writing to the General Manager of TRAM Trust or 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 Board 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.

7.2 Disputes referred to in clause 8.1 which are initiated by or made against the General Manager must be received in writing by the Chairperson.

7.3 Disputes referred to in clause 8.1 which are initiated by or made against both, or either, the General Manager and the Chairperson must be received by the Chief Executive Officer of Te Rūnanga or some other person to be nominated by Te Rūnanga.

7.4 For the avoidance of doubt, this disputes resolution clause may only be activated by a Trustee or a Te Rūnanga trustee.

8.0 WINDING UP OF TRUST

8.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of TRAM Trust, the Trustees may decide to wind up TRAM Trust and to vest the assets of TRAM Trust in one or more bodies in New Zealand for the Charitable Purposes of TRAM Trust in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:

- (a) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at an Annual Appointors Meeting or Special Meeting in accordance with clause 5.10(b).

9.0 ALTERATION OF DEED AND ANNUAL STATEMENT OF INTENT

9.1 The Trustees have power to amend, revoke or add to the provisions of the Deed and/or the Annual Statement of Intent provided that:

- (a) that amendment has been approved by both the Board and Te Rūnanga; and

- (b) an amendment may only be promoted if:
 - (i) that amendment is not inconsistent with the Charitable Purposes of TRAM Trust and therefore will not affect the charitable tax status of TRAM Trust; and
 - (ii) a resolution that the amendment is for the collective benefit of all Te Rarawa Members is put and passed at an Annual Appointers Meeting or Special Meeting in accordance with clause 5.10(b).

9.2 Notwithstanding clause 10.1(a) and 10(b)(ii) and subject to clause 10.1(b)(i), Te Rūnanga may direct, at its absolute discretion, that an amendment be made to this Deed.

10.0 **RESETTLEMENT**

Power to Resettle

10.1 The Trustees have power at any time or times, by Deed, to settle or resettle upon trust in any manner which, in the opinion of the Trustees, 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 the resettlement may only be promoted if:

- (a) the prior written approval of Te Rūnanga has been obtained; and
- (b) a resolution supporting it is put and passed at an Annual Appointers Meeting or Special Meeting in accordance with clause 5.10(b);
- (c) that resettlement is not inconsistent with the Charitable Purposes of TRAM Trust and therefore will not affect the charitable tax status of TRAM Trust.

10.2 For the avoidance of doubt, the Trustees' 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, to entities established and existing primarily for the benefit of Te Rarawa Members, including Subsidiary Entities and Te Rarawa Marae.

Perpetuities

10.3 Any settlement or resettlement under this clause 11.0 must not transgress the rule against perpetuities as it applies to TRAM Trust.

11.0 **LIABILITIES AND INDEMNITY OF TRUSTEES AND EXECUTIVE**

Liability

11.1 A Trustee 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 Trustee, or other officer knew, or should have known, is a breach of this Deed; or
- (ii) dishonesty;
- (b) the acts or defaults of any other Trustee, or other officer and in particular, no Trustee shall be bound to take, or be liable for failing to take any proceedings as a fellow Trustee 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 Trustee, or other officer exercised due care in supervising the agent.

Indemnity And Insurance

- 11.2 Every Trustee shall be indemnified against all liabilities, costs and expenses arising in connection with their role as a Trustee, except in the case of gross 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 TRAM Trust or any subsidiary with the object of fulfilling the purposes of TRAM Trust, and have a lien on the assets of TRAM Trust for such indemnity.
- 11.3 Without limiting clause 12.1, any Trustee shall be indemnified or have their insurance costs met out of TRAM Trust'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 TRAM Trust 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.
- 11.4 All indemnities and insurance costs may only be provided to the extent that the Trustees, 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 TRAM Trust.

12.0 INFORMATION TO IWI MEMBERS

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

13.0 INTERPRETATION

- 13.1 In a situation whereby the true meaning of provisions of this Deed are ambiguous, those provisions must be interpreted consistent with Te Rarawa tikanga, so long as that interpretation does not breach the Trustee Act 1956 and any other relevant statute or enactment.
- 13.2 In the interpretation of this Deed, unless the context requires otherwise;
- (a) Background and Schedules: the Background and Schedules form part of this Deed;

- (a) Clauses and Schedules: references to clauses and schedules are to clauses and schedules in this Deed;
- (b) Headings: headings appear as a matter of convenience and do not affect the construction of this Deed;
- (c) Including: including and similar words do not imply any limitations;
- (d) 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;
- (e) Singular, Plurals and Gender: the singular includes the plural and vice versa, and words importing one gender include the other genders; and
- (f) 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.

14.0 TRANSITIONAL PHASE

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

14.2 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) TRAM Trust shall report to the Existing Charitable Trust and all powers and obligations set out in this Deed that relate to Te Rūnanga shall be exercised as if the Existing Charitable Trust was Te Rūnanga.

SIGNED BY _____ as Trustee

In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as Trustee

In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as Trustee

In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as Trustee

In the presence of:

Name: _____

Occupation: _____

Address: _____

SIGNED BY _____ as Trustee

In the presence of:

Name: _____

Occupation: _____

Address: _____

SCHEDULE ONE: Definitions

For the purposes of this Deed the following definitions apply.

Annual Appointers Meetings	The Annual Planning Meeting and the Annual Reporting Meeting, being the two annual meetings to be held between TRAM Trust and Te Rūnanga as provided for in clause 5.3.
Annual Statement of Intent	The Report produced in accordance with clauses 5.2(d), 5.4(b) and 5.5 for each upcoming financial year and made available for discussion at the Annual Planning Meeting.
Annual Planning Meeting	The meeting to be held between TRAM Trust and Te Rūnanga as provided for in clauses 5.3(a), 5.4(b) and 5.5.
Annual Report	Report produced in accordance with clauses 5.2(e), 5.4(c) and 5.8 for each previous financial year and made available for the Annual Reporting Meeting.
Annual Reporting Meeting	The meeting to be held between TRAM Trust and Te Rūnanga as provided for in clauses 5.3(b), 5.4(c) and 5.8.
Assets	Trust property of any kind.
Board	The Board of Trustees of TRAM Trust comprising the Chairperson and the other Trustees.
Chairperson	The Chairperson of TRAM Trust appointed in accordance with clauses 3.4 of this Deed.
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.
Deed	This Trust Deed, including recitals, schedules and any other appendices, and any amendments made from time to time, 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.
Developmental Pou	The four Pou under which Te Rūnanga and any Subsidiary Entity must conduct all and any of its affairs and activities, namely, the cultural Pou, the environmental Pou, the social Pou and the economic Pou. The four Developmental Pou are interconnected and any given one cannot be viewed in isolation from any or all of the others. They form the foundations from which Te Rūnanga and any Subsidiary Entity strive to fulfil the aspirations of Te Tiriti o Waitangi, including upholding the tino rangatiratanga and self-determination of the Te Rarawa Iwi nation by fostering the development and empowerment of Nga Hapu o Te Rarawa and Te Rarawa Marae within Te Rohe o Rarawa.
Distribution Policy	The manner in which and the amounts of any distributions that are to be made as determined solely and exclusively by Te Rūnanga, after consultation with the Trustees, and which must be consistent with the Long Term Strategic Iwi Development Plan.
Employee	Any person employed to fulfil specified duties and subject to an employment agreement in accordance with the Employment Relations Act 2000.
Establishment Date	20 th May 2015.
Existing Charitable Trust	The charitable trust named Te Rūnanga o Te Rarawa, incorporated on 29 March 1990, and includes its trustees.
General Manager	The general manager of TRAM Trust as appointed in accordance with clauses 3.12 and 3.13.

Guiding Principles	The kaupapa or principles under which the business of TRAM Trust and/or any Subsidiary Entity is to be undertaken and which are to be approved by Te Rūnanga as part of the Statement of Intent.
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 Schedule 2.
Historical Claim	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.
Long Term Strategic Iwi Development Plan	Plan produced by Te Rūnanga which sets out the long-term goals of Te Rarawa, in relation to the four Developmental Pou, and which must be reviewed every 5 years.
Minute File	The formal record of proceedings of all meetings of the Trustees as provided for in clauses 4.17 and 4.18.
Registered Office	The office for the time being of TRAM Trust as decided from time to time under clause 4.2.
Secretary	Means the person appointed under clause 4.19 to perform general secretarial and administrative functions for TRAM Trust.
Settlement Date	The date that legislation giving effect to the Deed of Settlement comes into effect.
Special Meeting	A Special Meeting convened in accordance with clause 5.9 of this Deed to address particular issues.
Sub-Committee	Means a Sub-Committee established under clauses 3.7 – 3.9 of this Deed.
Subsidiary Entity	Means any company, trust, limited partnership or other entity, wholly owned or controlled directly or indirectly by TRAM Trust and any subsidiaries of it.
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 Deed, the meaning set out in clause 1(a) of Schedule 3.
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 3.
Te Rohe o Te Rarawa	The area encompassing the traditional boundaries as identified in the first paragraph of this Deed 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 the Constitution executed on 9 November 2012 and whose purposes, functions and powers are set out in that Constitution, and includes its trustees.
Te Rūnanga PSGE Transitional Phase	The name to be used for Te Rūnanga during the 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 Trustees on the trusts of this Deed.
Trustees	The trustees of TRAM Trust.
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	Nga Hapu 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 Ngati Houpare
Roma	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 Hokoheha
Waiparera	Hapu	Rangi Point	Tahawai Patutoka Whanau Pani Te Hokoheha
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 – 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, Epakauri, 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 tikanga 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.