

Te Rūnanga o Te Rarawa

TRUST DEED

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Nga Putake

Ko Te Rūnanga o Te Rarawa te kaiarataki kia ārahina ngā hapū-a-iwi ki te kaiwhakamanawa i tō mātou mana whenua, mana tangata, me ngā rangatiratanga i raro i te whakatōpūtanga o Te Rarawa whānui, whānau, hapū, iwi.

Mission Statement

The Mission of Te Rūnanga o Te Rarawa is to provide the means for hapū and 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 tōna awa, tae noa ki te rohe o Mangataipa e tū ana i te tau o Maungataniwha. Makona ka haere mā runga i ngā pae maunga o Raetea, mai ki te rohe o Takahue. Ka turukina i te awa o Pamapūria tae atu ki Maimaru; ā ka tae ki Awanui. I reira ka whiti atu ki te taihauāuru ki Hukatere. Ka titiro ki Te Reinga, ki Te Rerenga Wairua; Ka poroporoaki ki a rātou mā kua haere atu i tua o te ārai. Ka huri tuarā, ka hoki mā runga i Te Oneroa-a-Whāro, arā, Te Oneroa-a-Tohe, ki Ahipara, ki Tauroa; ā ka whiti i te wahapū o Ōwhata tae atu ki Whakakoro, ka titiro ki Te Kauae-o-Ruru-Wahine; roanga atu i te ākau o Mitimiti, i ngā onepū o Matihetihe me Te Rangi, ā tae atu ki Te Puna o Hokianga Whakapau Karakia. Nā ka mau ngā pāngataonga 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 Mangataipā, situated at the base of Maungataniwha, northwards along the ranges of Raetea to Takahue and following down the Pamapūria River to Maimaru, across to Awanui and westwards to Hukatere on the Ninety-Mile Beach, back down the beach to Ahipara, southwards to Tauroa, Ōwhata and Whāngāpe and down the coastline to Mitimiti and back to Hokianga, being the southern boundary of Te Rarawa Iwi.

Background

A Te Rūnanga o Te Rarawa was a charitable trust established in 1988, and utilised by Te Rarawa throughout its Treaty of Waitangi negotiation process (Original Rūnanga).

B Te Rarawa achieved settlement of its historical Treaty claims and entered into a Deed of Settlement with the Crown on 28 October 2012.

C Due to Crown requirements, the Crown would not settle assets on a charitable trust. Accordingly, Te Rarawa was required to establish a separate trust to receive settlement assets on behalf of Te Rarawa.

D A new entity named, Te Rūnanga o Te Rarawa was established by deed of trust on 17 October 2012 (2012 Deed) and amended in 2014 to administer the affairs of Te Rarawa including: acting as the Mandated Iwi Organisation pursuant to the Māori Fisheries Act 2004, acting as the Iwi Aquaculture Organisation pursuant to the Māori Commercial Aquaculture Claims Settlement Act 2004; and to receive the Te Rarawa Treaty of Waitangi historical claim settlement and any other settlements or resources that Te Rarawa may, from time to time, be entitled to.

E The Te Rarawa Claims Settlement Act 2015 received royal assent on 22 September 2015 and came into force on 17 December 2015. It provided for the dissolution of the Original Rūnanga and the transfer of assets and liabilities from the Original Rūnanga to Te Rūnanga o Te Rarawa.

F After a consultation process spanning a number of years, the Members have agreed to amend the 2012 Deed by replacing the 2012 Deed with this Deed, in its entirety.

1 Interpretation

1.1 Definitions

In this Deed the following terms have the following meanings except to the extent that they may be inconsistent with the context:

'**Adult Member of Te Rarawa**' means a Member of Te Rarawa who is 18 years of age or over.

'**Affiliated Adult Te Rarawa Member**' means those Members of the Iwi identified on the Affiliation Database as being 18 years of age or over.

'**Affiliated Member**' means a Member of Te Rarawa who is entered on the Affiliation Database.

'**Affiliate Ancestor**' means an individual who:

a exercised customary rights by virtue of being descended from –

i a recognised ancestor of a marae hapū specified as an affiliate hapū in the table at paragraph 1 (Hapū Marae) of Schedule 1 (Membership and Identification);

ii in the case of Ngāti Kuri-Wairupe, their being descended from Houmeaiti and the marriage of Wairupe to Kuri; and

b exercised the customary rights predominantly in relation to the Herekino, Epaakauri, Orowhana and Te Tauroa areas at any time after 6 February 1840.

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

'**Affiliate Hapū**' means a hapū that is specified in paragraph 1 (Hapū Marae) of Schedule (Membership and Identification) as an affiliate hapū.

'**Affiliation Database**' means the record established and maintained by the Rūnanga in accordance with clause 4.2 (Rūnanga to maintain affiliation database);

'**Ancestor of An Associated Hapū**' means an individual who:

a exercised customary rights by virtue of being descended from a recognised ancestor of a hapū specified in paragraph 1 (Hapū Marae) of Schedule 1 (Membership and Identification) as an Associated Hapū.

b exercised the customary rights predominantly in relation to the Tauteihiihi to Mangamuka areas at any time after 6 February 1840

'**Ancestor of Te Rarawa**' means an individual who:

a exercised customary rights by virtue of being descended from a recognised ancestor of a hapū of Te Rarawa specified in paragraph 1 (Hapū Marae) of Schedule 1 (Membership and Identification); and

b exercised the customary rights predominantly in relation to the Te Rarawa area of interest (as contained in the Deed of Settlement) at any time after 6 February 1840.

'Aotearoa Fisheries Limited' means Aotearoa Fisheries Limited, a limited liability company with incorporation number 1581332.

'Aquaculture Settlement Assets' has the meaning given to it in the Māori Commercial Aquaculture Claims Settlement Act 2004.

'**Asset-Holding Company**' has the meaning given to it in the Māori Fisheries Act.

'Associated Hapū' means a hapū that is specified in paragraph 1 (Hapū Marae) of Schedule 1 (Membership and Identification) as an associated hapū.

'Balance Date' means 31 December or any other date that the Marae Delegates by resolution adopt as the date up to which the Trust's financial statements are to be made in each year.

'Board Charter' means the board charter adopted by the trustees from time to time.

'Chairperson' means that person elected as chairperson in accordance with paragraph 1 (Election of Chairperson) of Schedule 3 (Chairperson and Deputy Chairperson).

'Code of Conduct' means the code of conduct adopted by the trustees from time to time.

'Community Marae' means any marae in Te Rohe o Te Rarawa not specified in the table at paragraph 1 (Hapū Marae) of Schedule 1 (Membership and Identification).

'Crown' has the meaning given to it in section 2(1) of the Public Finance Act 1989.

‘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.

‘**Deed**’ means this deed and includes any amendments to this deed made in accordance with clause 22 (Amendments to the Deed) or as amended in any other manner permitted by law.

‘Deed of Settlement’ means the deed between representatives of Te Rarawa and the Crown recording the settlement of the historical Treaty of Waitangi claims of the iwi.

‘Deputy Chairperson’ means the Marae Delegate appointed as deputy chairperson in accordance with paragraph 3 (Election of the Deputy Chairperson) of Schedule 3).

‘Election Meeting’ means an annual general meeting or special general meeting held every three years at each Hapū Marae for the purposes of:

a electing Marae Delegates and Alternate Marae Delegates, and

b determining the Marae Vote for the Rūnanga Chairperson,

the date or time period of such meeting to be determined in accordance with paragraph 2.1 of Schedule 2 (Marae Delegates and Alternate Marae Delegates).

‘Financial Statements’ means the financial statements prepared in accordance with Generally Accepted Accounting Principles for the purposes paragraph 2 (Requirements for Annual Plan) of Schedule 5 (Requirements for Plans and Reports).

‘Financial Year’ means any year or accounting period ending on the Balance Date.

‘**General Meeting**’ means an Annual General Meeting or a Special General Meeting.

‘Hapū Marae Secretary’ means the person appointed by a Hapū Marae to undertake administrative tasks on behalf of that person’s Hapū Marae.

‘Insolvency Event’ means in respect of a person, any of the following happening:

a It becomes insolvent and/or unable to pay its debts as and when they fall due;

b An order or an application is made for its liquidation (and any application is not withdrawn or dismissed within 20 Business Days);

c A receiver, administrator, liquidator, statutory manager or similar is appointed to it or any of its assets and the appointment is not terminated within 20 Business Days after it is made;

d It stops or suspends payments to its creditors generally;

e It proposes a winding up, dissolution, reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

f It ceases to carry on business; or

g A similar or equivalent event to any listed above occurs (in any jurisdiction).

‘Major Transaction’ means:

a the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Rūnanga, the value of which is more than half of the value of the Trust Fund before the acquisition;

b the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Rūnanga, the value of which is more than half of the value of the Trust Fund before the disposition;

c a transaction that has or is likely to have the effect of the Rūnanga acquiring rights or interests or incurring obligations or liabilities, the value of which is more than half of the value of the Trust Fund before the transaction;

d the disposition of, or an agreement to dispose of, whether contingent or not, any Special Land by the Rūnanga, or the removal of the status of Special Land from any Property of the Rūnanga;

e the approval by Trustees of a transaction by a Rūnanga Entity, where approval of that transaction is required by the constitutional documents of that Subsidiary Entity and the value of that transaction is more than half of the value of the Trust Fund before the transaction; or

f the sale of Ordinary Shares;

g a request that quota be treated as Settlement Quota;

h the sale or rationalisation of Settlement Quota;

i the transfer of Authorisations or Coastal Permits that are Aquaculture Settlement Assets in accordance with section 50(1) (Transfer of authorisations or coastal permits) of the Māori Aquaculture Act;

j a request that Te Ohu Kai Moana Trustee Limited transfer Authorisations or Coastal Permits that are Aquaculture Settlement Assets in accordance with section 50(1) (Transfer of authorisations or coastal permits) of the Māori Aquaculture Act; or

k the Trustee’s approval of a transaction by a Rūnanga Entity, where approval of that transaction is required by the constitutional documents of that Rūnanga Entity and the value of that transaction is more than half of the value of the Trust Fund before the transaction;

but does not include:

l any transaction entered into by a receiver appointed pursuant to an instrument creating a charge overall, or substantially all, of the Trust Fund;

m any disposition of Property or Taonga Property by the Rūnanga, or any Rūnanga Entity, to any Rūnanga Entity;

n the receipt of redress or settlement assets pursuant to the Agreement in Principle, Deed of Settlement, or Settlement Legislation; or

o any acquisition or disposition of Property by the Rūnanga pursuant to the agreements set out in the Deed of Settlement, or any arrangements or transactions whatsoever to effect that acquisition or disposition.

'**Māori Aquaculture Act**' means the Māori Commercial Aquaculture Claims Settlement Act 2004, as amended from time to time.

'**Māori Fisheries Act**' means the Māori Fisheries Act 2004, as amended from time to time including by the Māori Fisheries Amendments Act 2024.

'**Mana Whenua**' means 'tūrangawaewae' and 'ūkaipō', the place where you belong, where you derive your strength and support and you can contribute as a member of whānau, hapū, and iwi.

'Marae Delegate' means the representative elected as a Marae Delegate from time to time by each Hapū Marae in accordance with Schedule 2 (Marae Delegates and Alternate Marae Delegates) to act as Trustees.

'Marae Vote' means the collective vote of Adult Te Rarawa Members in relation to each Hapū Marae determined in accordance with Schedule 3.

'Member of Te Rarawa' means a person who is referred to in the definition of Te Rarawa.

'**Ngā Whānau o Te Rarawa**' means the extended family which is the smallest unit in Te Rarawa society.

'**Ordinary Share**' has the meaning given to it in the Māori Fisheries Act.

'Private Notice' means notice, sent to every Adult Te Rarawa Member who has requested such notice in writing or electronically, in accordance with Schedule 7 (Information to Iwi Members) and has maintained a current postal or electronic address, that:

a is sent by e-mail or post;

b is sent not less than 20 Working Days before the date of the Annual General Meeting or Special General Meeting being notified;

c includes the date, time, venue and agenda of the Annual General Meeting or Special General 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**' means notice that:

a is published in 1 newspaper or otherwise as described in the Māori Fisheries Act from time to time; and

b may also occur through the 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 Annual General Meeting or Special Meeting being notified; and

d includes the date, time, venue and agenda of the Annual General Meeting 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.

'**Property**' means all property (whether real or personal) and includes choses in action, rights, interests and money.

'Rūnanga' means Te Rūnanga o Te Rarawa, as established by deed of Trust on 17 October 2012.

'Rūnanga Entity' means any company, asset-holding company, subsidiary asset-holding company, society, trust, or limited liability partnership that is established by the Rūnanga in accordance with clause 14 (Rūnanga Entities) and, in the case of a company, is wholly owned, where:

a. the Rūnanga, retains the exclusive right to appoint or remove directors, trustees, or other office holders of that company or other entity; and

b. that company or other entity is established or acquired by the Rūnanga in accordance with clause 14 (Rūnanga Entities) and Schedule 6 (Establishment of Rūnanga Entities).

'**Settlement Quota**' has the meaning given to it in the Māori Fisheries Act.

'Special Land' means any land owned by the Trust that is identified or declared to be Special Land in accordance with clause 10.3 (Special Land) and listed on the Special Land Register.

'**Special Resolution**' means a resolution that has been properly notified and passed by 75% of those Adult Members of Te Rarawa who cast a valid vote at a General Meeting or by postal ballot.

'**Subsidiary Asset-Holding Company'** means a company that is established in accordance with section 16(3)(a) of the Māori Fisheries Act and meets the requirements of section 16(4) of that Act.

'**Tamariki/Tangata Atawhai**' means a person who does not affiliate to Te Rarawa by descent from a primary ancestor of Te Rarawa but who are or were adopted by a Member of Te Rarawa in accordance with the Tikanga of Te Rarawa.

'**Taurahere**' means 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 hapū and iwi.

'**Te Rarawa**' means

a the collective group, composed of individuals who are descended from:

i an Ancestor of Te Rarawa; or

ii an Affiliate Ancestor; or

iii an ancestor of an Associated Hapū; and

b includes those individuals; and

c includes all of the hapū specified in the table at paragraph 1 (Hapū Marae) of Schedule 1 (Membership and Identification); and

d includes any whānau, hapū, or group to the extent that it is composed of those individuals;

e includes every individual who is a member of a hapū, group, family, or whānau referred to in (c) and (d) above; and

f includes any entity, provided that entity is established for the sole benefit of the individuals referred to in (c) and (d) above, or for charitable purposes that benefit the individuals referred to in (c) and (d).

For the purposes of this definition, a descendant may be descended by:

a birth;

b legal adoption; or

c Māori customary adoption of Tamariki/Tangata Atawhai in accordance with Te Rarawa tikanga.

'**Te Rarawa Group**' means Te Rūnanga o Te Rarawa and any subsidiaries part of its group, in accordance with the Financial Reporting Act 2013.

'**Te Rarawa Marae**' means those marae set out in the table at paragraph 1 (Hapū Marae) of Schedule 1 (Membership and Identification). There are three types of Te Rarawa Marae – Hapū Marae, Affiliate Hapū Marae and Associated Hapū 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 Rohe o Te Rarawa**' means 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 Pamapuria River to Maimaru, across to Awanui and westwards to Hukatere on the Ninety-Mile Beach, back down the beach to Ahipara, southwards to Tauroa, Ōwhata and Whāngāpe and down the coastline to Mitimiti and back to Hokianga, being the southern boundary of Te Rarawa iwi.

Trustees' means the trustees, as set out in clause 6.1 (Composition) from time to time, or where a corporation is appointed as the sole corporate trustee means that corporation acting in that capacity;

'**Trust Fund**' means all Property the Rūnanga may subsequently purchase, receive or otherwise acquire from itself or from any other person, firm, corporation or the Crown for the

purposes of Te Rūnanga o Te Rarawa, that are from time to time held by Te Rūnanga o Te Rarawa, its nominee, on the trusts set out in this Deed.

Working Day means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

1.2 **General construction**

a In interpreting this Deed the following rules must be applied unless the context otherwise requires:

i Headings to clauses are for reference only and are not an aid in interpretation;

ii References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;

iii References to documents will be construed as references to those documents as they may be amended from time to time;

iv References to clauses are to clauses of this Deed;

v Words in parentheses which follow references to clauses are references to the headings of those clauses;

vi References to currency are to New Zealand currency;

vii All periods of time include the day on which the period commences and also the day on which the period ends; and

viii Words importing the plural include the singular and vice versa and words importing gender import all genders.

ix Any reference to a '**law**' includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, status, treaty or other legislative measure, in each case of any relevant jurisdiction (and '**lawful**' and '**unlawful**' shall be construed accordingly).

x The words and expressions defined are indicated by capital letters for convenience. The absence of a capital letter shall not alone imply that the word or expression is used with a meaning different from that given by its definition.

b Subject to clause 19 (Duties of Trustees), in the case of doubt or uncertainty as to the application of any provision of this Deed the construction to be adopted is to favour:

i the broadening of the powers of Trustees; and

ii the conferring of maximum flexibility on Trustees; and

iii the restriction of the liability of Trustees.

2 Establishment and objects of the Rūnanga

2.1 Acknowledgement of trust

Te Rūnanga o Te Rarawa declares and acknowledges that it holds and will continue to hold the Trust Fund upon the trusts and with the powers set out in this Deed.

2.2 Administration of the Rūnanga

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

2.3 Rūnanga representative

The Rūnanga shall be the representative for Te Rarawa in all matters relating to this Deed. The trustees may do all such things it considers necessary or desirable in its sole discretion to perform or otherwise carry out the purposes in clause 2.4 (Purpose of the Rūnanga).

2.4 Purpose of the Rūnanga

The purpose of the Rūnanga is to receive, hold, manage and administer the Trust Fund on trust for the benefit of the present and future Members of Te Rarawa irrespective of where the Members of Te Rarawa reside.

2.5 Incidental Purposes - General

Incidental to, and to give effect to the purpose set out in clause 2.4, the Rūnanga shall:

a foster and maintain whanaungatanga and promote the social, economic, cultural and environmental advancement and wellbeing of Te Rarawa, including Ngā Hapū and Ngā Whānau 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 the hapū of Te Rarawa and Te Rarawa Marae within Te Rohe o Te Rarawa;

e on behalf of Te Rarawa, to relay the concerns of Ngā Hapū and Ngā Whānau 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 provide a regular forum for the discussion of issues affecting Te Rarawa (including issues affecting Ngā Hapū and Ngā Whānau o Te Rarawa and Te Rarawa Marae) to ensure their needs and aspirations are understood;

g promote the development of the hapū of Te Rarawa and Te Rarawa Marae and their organisations on behalf of their whānau members;

h establish broad iwi policy to address the needs of Te Rarawa, including the specific concerns of Te Rarawa Marae and Ngā Hapū and Ngā Whānau o Te Rarawa;

i establish and maintain a cohesive and collaborative leadership within both Te Rarawa and Te Hiku o Te Ika and within Aotearoa generally;

j liaise with government and other agencies to facilitate improvements in the provision of services for Te Rarawa Members;

k 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;

l receive redress and hold and apply that redress in accordance with the provisions of this Deed;

m performing the functions of a Mandated Iwi Organisation and Iwi Aquaculture Organisation in accordance with the Māori Fisheries Act and the Māori Aquaculture Act respectively including to

  i represent Te Rarawa (for example, by attending, speaking and voting at meetings) as contemplated by the Māori Fisheries Act;

  ii vote on the appointment of directors to the board of Te Ohu Kaimoana Trustee Limited in accordance with the constitution of Te Ohu Kaimoana Trustee Limited and the Māori Fisheries Act;

n be the voice and representative body for Te Rarawa; and

o carry on any other objectives which may be carried on in connection with the above objects or which may directly or indirectly achieve those objects.

3 Powers of the Rūnanga

3.1 **Powers of a natural person**

The Rūnanga will have the powers of a natural person and all other powers that New Zealand law permits subject to clause 3.4 (Restriction on Major Transactions) and any other restrictions in this Deed.

Without limiting this clause, the Rūnanga shall have the power:

a to purchase and hold Property;

b to lease Property;

c to grant the use of lands and / or buildings held by the Rūnanga for any lawful purpose;

d to make any grants, scholarships or koha which are consistent with the purposes of the Rūnanga;

e to borrow, obtain credit, or to otherwise raise funds to further the purposes of the Rūnanga;

f to carry on any business or venture, and:

  i to use for the business or venture any Property that is part of the Trust Fund;

  ii to form (whether by itself or with others) a company, partnership or venture to carry on the business; and

iii to be a director or partner or party of or to that company or partnership or venture and to retain for themselves any reasonable remuneration paid;

g to accumulate the income of the Trust Fund;

h to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Marae Delegates or falling due in the future;

i in relation to any company or other body (whether incorporated or unincorporated), including any Rūnanga Entity, or fund:

i appoint directors or trustees, of it;

ii consent to any reorganisation or reconstruction of it, or dealing with it, and any increase or reductions of the capital of it; and

iii provide out of the Trust Fund capital for it whether by advances, loans, deposits, grants, contributions or otherwise (with or without security) or by taking further securities in it;

j to enter into contracts for the provision of services to fulfil the functions and purposes of Te Rūnanga o Te Rarawa;

k to open and maintain a bank account and to decide who will be the signatories to that account;

l in relation to any share or other security that is part of the Trust Fund:

i exercise any voting, controlling or decision-making rights or powers attaching to it; and

ii concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;

m to appoint, engage or employ any person or company for any period:

i as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed;

ii as manager or agent for or on behalf of the Rūnanga in all or any matters relating to the management and the control of the Rūnanga, and any business owned by the Rūnanga or in which it is concerned; or

iii as an employee of the Rūnanga in all or any matters relating to the Rūnanga;

n to act upon any opinion or advice or information obtained from a person or entity referred to in clause 18.2 (Trustees may obtain opinion);

o to determine all questions and matters of doubt that may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Rūnanga, or to apply for directions under the Trusts Act 2019;

p to commence and carry on or defend, and to abandon or compromise any legal proceedings whatsoever by or against the Rūnanga or its officers and otherwise concerning the affairs of the Rūnanga;

q generally, to do all such other lawful acts and things that are incidental or conducive to fulfilling the functions and purposes of the Rūnanga; and

r to pay from the Trust Fund all reasonable costs or expenses incurred in the course of the Marae Delegates discharging, carrying out, or exercising any of their duties or powers.

In the case of doubt, the construction to be adopted is to favour the broadening of the powers of the Rūnanga.

In exercising its powers, the paramount consideration for the Rūnanga is the collective benefit of the Members of Te Rarawa.

3.2 **Strategic governance**

The Trustees must exercise strategic governance:

a over its Asset Holding Company and any wholly owned subsidiary of the Asset Holding Company and any fishing company or joint venture referred to in Kaupapa 9 of Schedule 7 the Māori Fisheries Act; and

b by directing the exercise of the rights of a shareholder in Aotearoa Fisheries Limited held by the Asset Holding Companies (or any wholly owned subsidiary);

c exercise strategic governance over the process to examine and approve annual plans that set out:

i the key strategies for the use and development of iwi fisheries assets:

ii the expected financial return on the assets:

iii any programme to

A manage the sale of annual catch entitlements derived from the Settlement Quota held by the Asset Holding Company or their subsidiaries:

B reorganise the Settlement Quota held by the Asset Holding Company or their subsidiaries by buying and selling or exchanging Settlement Quota in accordance with the Māori Fisheries Act,

but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993.

3.3 **Trustees may delegate**

Subject to clause 6.2 (Limitations on delegations) of Schedule 4, the Trustees may from time to time as they think expedient for carrying out any of the purposes of the Rūnanga, delegate in writing, any one or more of their powers under this Deed to a sub-committee, Marae

Delegate, Chief Executive Officer or other person. Any sub-committee established to exercise powers under this Deed, must include at least one Trustee.

3.4 **Restriction on Major Transactions**

Notwithstanding clause 3.1 (Powers of a natural person), the Rūnanga must not enter into a Major Transaction unless that Major Transaction:

a is approved by a Special Resolution; or

b is contingent upon approval of a Special Resolution.

4 Membership and Identification

4.1 **Marae Affiliation**

A Te Rarawa Member may affiliate to any Hapū Marae that he or she is able to whakapapa to. Where a Te Rarawa Member can whakapapa to more than one Hapū Marae, he or she must choose only one of those Marae – to be his or her Hapū Marae For Voting Purposes – and shall, in relation to the election of the Marae Delegates and the Chairperson, be entitled to voting rights only at that Hapū Marae.

4.2 **Rūnanga to maintain affiliation database**

The Rūnanga shall administer and maintain an affiliation database of Members of Te Rarawa in accordance with Schedule 1 (Membership and Identification).

4.3 **Application for affiliation**

All applications for affiliation as a Member of Te Rarawa must be made in writing or electronically in accordance with the provisions of Schedule 1 (Membership and Identification).

5 Marae Delegates and Alternate Marae Delegates

5.1 **Election of Marae Delegates and Alternate Marae Delegates**

The Marae Delegates and Alternate Marae Delegates of the Rūnanga from time to time shall be elected to office in accordance with the rules set out in Schedule 2 (Marae Delegates and Alternate Marae Delegates).

5.2 **Eligibility**

To be eligible for election as a Marae Delegate or Alternate Marae Delegate, a person must satisfy the criteria in paragraph 1.1 (Delegate member eligibility) of Schedule 2 (Marae Delegates and Alternate Marae Delegates).

5.3 **Roles and responsibilities of Marae Delegate**

Marae Delegates as elected representatives are accountable to the Hapū Marae that he or she represents and, shall:

a remain actively involved with their Hapū Marae;

b report regularly to their Hapū Marae;

c attend Hapū Marae meetings as required;

d not allow a conflict of interest to arise between their duties as a Hapū Marae representative and a Trustee, and where any such conflict arises ensure that the process in clause 20 (Conflicts of interest) is strictly adhered to.

In the event of any material conflict between the roles and responsibilities of Marae Delegates contained in this clause 5.3 and the duties of Trustees in clause 19.1 (Duties of Trustees), clause 19.1 shall prevail.

5.4 **Termination of office**

A Marae Delegate or Alternate Marae Delegate shall cease to hold office if:

a he or she at any time ceases to fulfil the requirements set out in paragraph 1.1 (Delegate member eligibility) of Schedule 2 (Marae Delegates and Alternate Marae Delegates);

b is removed from office in accordance with clause 2.17 (Termination) of Schedule 2 (Marae Delegates and Alternate Marae Delegates); or

c at any time, the criteria in paragraph 1.1d of Schedule 2 (Marae Delegates and Alternate Marae Delegates) apply.

5.5 **Marae Delegates and Alternate Marae Delegates must not bring Te Rarawa and Rūnanga Entities into disrepute**

The Marae Delegates and Alternate Marae Delegates shall be bound by the Code of Conduct and must not act in a manner which brings, or is likely to bring, the Rūnanga, Te Rarawa, or any other Rūnanga Entity, into disrepute.

6 Trustees

6.1 **Composition**

The Rūnanga shall be governed by either:

a. Trustees that will comprise of the following members:

i one Marae Delegate from each Hapū Marae, who shall be elected by Affiliated Adult Te Rarawa Members at elections held at Hapū Marae in accordance with the procedures set out in paragraph 2 of Schedule 2 (Marae Delegates and Alternate Marae Delegates); and

ii one Chairperson, who shall be elected by Affiliated Adult Te Rarawa Members at elections held in accordance with the procedures set out in paragraph 1 (Election of Chairperson of Schedule 3 (Chairperson and Deputy Chairperson). or

b A corporate trustee, that will comprise of the following directors:

i one Marae Delegate from each Hapū Marae, who shall be elected by Affiliated Adult Te Rarawa Members at elections held at Hapū Marae in accordance with the procedures set out in paragraph 2 of Schedule 2 (Marae Delegates and Alternate Marae Delegates); and

ii one Chairperson, who shall be elected by Affiliated Adult Te Rarawa Members at elections held in accordance with the procedures set out in paragraph 1 (Election of Chairperson of Schedule 3 (Chairperson and Deputy Chairperson).

c At the date of this Deed, a corporate trustee has been appointed, the corporate trustee is: Te Rūnanga o Te Rarawa Trustee Limited.

6.2 Should a corporate trustee be appointed, any reference in the following sections of this Deed, to a 'Trustee' shall be deemed to be a reference to a director of the corporate trustee:

a Clause 19 – Duties of Trustees

b Clause 20 – Conflicts of Interest

c Schedule 2 – Marae Delegates, Alternate Marae Delegates and Chairperson

d Schedule 4 – Proceedings of Trustees

6.3 **Taurahere and Whānau and Community Marae**

Taurahere and Whānau and Community Marae shall not have Trustee representation but may elect to have a representative present as an observer at any Trustee meetings.

6.4 **Eligibility of Trustees**

a Marae Delegates, Alternate Marae Delegates and the Chairperson:

i must be Affiliated Adult Te Rarawa Members;

ii may not hold office for a period longer than 3 years without facing re-election;

iii may stand for re-election after the expiry of any given 3-year term;

iv must, in the case of a Marae Delegate or an Alternate Marae Delegate, at all times fulfil the criteria in paragraph 1.1 of Schedule 2 (Marae Delegates and Alternate Marae Delegates).

6.5 **Proceedings of Trustees**

Except as otherwise provided in this Deed, the proceedings and other affairs of Trustees shall be conducted in accordance with Schedule 4 (Proceedings of Trustees).

6.6 **Trustee expenses**

Trustees shall be entitled to be reimbursed for any expenses or outgoings reasonably and properly incurred in the business of the Rūnanga, subject to the prior approval of Trustees.

6.7 **Marae Delegates' and Chairperson's remuneration**

The Trustees may determine the level of remuneration payable to the Marae Delegates and the Chairperson provided that the Trustees shall:

a seek external professional advice in relation to an appropriate level of remuneration for each Marae Delegate and the Chairperson;

b fix a level of remuneration for each Marae Delegate and the Chairperson that is no greater than that recommended by external advice provided under clause 18.2 (Trustees may obtain opinion); and

c at each Annual General Meeting provide the details of the external advice received under clause 6.7a and the level of remuneration set in accordance with clause 20.7 (No private pecuniary profit with exceptions).

7 Chief Executive Officer, Secretary and other employees

7.1 Chief Executive Officer

The Rūnanga shall appoint a Chief Executive Officer to manage the day-to-day administration of the Rūnanga, including without limitation the implementation of the Rūnanga's planning, reporting and monitoring obligations under this Deed, for such fixed term as the Rūnanga may, in its absolute discretion, think appropriate. The Chief Executive Officer must not be a Marae Delegate.

7.2 Secretary

The Rūnanga shall appoint a Secretary who may be honorary or may be a full-time or part-time employee of the Rūnanga who shall be responsible for the Minutes of all Trustee meetings and General Meetings. For the avoidance of doubt, the Secretary may not take part in any of the deliberations of Trustees or be entitled to vote.

7.3 Rūnanga employees

The Chief Executive Officer shall be responsible for the employment of all employees of the Rūnanga but not subsidiary Rūnanga entities.

7.4 Chief Executive Officer's delegation

The Chief Executive Officer shall exercise such other powers and discretions as are delegated to him or her by the Rūnanga from time to time.

7.5 Appointment of entities to provide services

The Rūnanga may appoint any other incorporated or unincorporated entity to provide services to the Rūnanga. In any case where the entity directly or indirectly procures, causes, permits, or otherwise howsoever makes a Marae Delegate available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of, nor claim against, the Rūnanga, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Marae Delegates, and the Trustees have voted unanimously subject to clause 20 (Conflicts of interest) in support of that appointment on those terms.

8 General Meetings

8.1 Rūnanga to hold Annual General Meeting

The Rūnanga shall no later than nine calendar months after the end of each Financial Year, and in any event no more than 15 months after the date of the last Annual General Meeting, hold a general meeting for the Members of Te Rarawa, to be called its Annual General Meeting and shall at that meeting:

a present the Annual Report and Financial Statements;

b present the proposed Annual Plan;

c present the Annual Report of any Rūnanga Entities; and

other business to be conducted at the Annual General Meeting shall include:

d the approval of the appointment of the auditor for the next Financial Year;

e the presentation of details relating to Marae Delegates' remuneration pursuant to clause 6.7 (Marae Delegates' and Chairperson's remuneration);

f any other notified business; and

g any general business raised at that meeting and accepted for discussion by the Chairperson pursuant to clause 8.3 (Annual General Meeting not limited to notified business).

8.2 **Notice of Annual General Meeting**

The Rūnanga must:

a give Public Notice of each Annual General Meeting and may, in accordance with Schedule 7 (Information to Iwi Members), give Private Notice of an Annual General Meeting;

b publish all draft resolutions for Trustee-approved proposals for adoption at the Annual General Meeting on the Rūnanga website not less than 20 Working Days before the date of the Annual General Meeting;

c where requested, give Private Notice of each Annual General Meeting; and

d where requested, provide a copy of all draft resolutions for Trustee-approved proposals for adoption at the Annual General Meeting.

8.3 **Annual General Meeting not limited to notified business**

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

8.4 **Request for a Special General Meeting**

Subject to clause 8.5 (Requirements of Special General Meeting) the Trustees shall convene a Special General Meeting on the written request of:

a the Chairperson; or

b at least one third of the Marae Delegates; or

c at least one third of the Adult Te Rarawa members

8.5 **Requirements of Special General Meeting**

d The Trustees are under no obligation to call a Special General Meeting unless those requesting the meeting have signed the request and provided a statement to the Trustees setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting.

8.6 **Trustees to hold Special General Meeting in certain circumstances**

The Trustees must, if the requirements in clause 8.4 (Request for a Special General Meeting) are met:

a give Public Notice of each Special General Meeting, and may, in accordance with Schedule 7 (Information to Iwi Members), give Private Notice of an Annual General Meeting; and

b hold the Special General Meeting within 30 Working Days from the date the request was received by the Secretary.

8.7 **Special General Meeting limited to notified business**

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

8.8 **Invalidation**

The accidental omission to give notice to, or a failure to receive notice of a General Meeting by an Affiliated Adult Te Rarawa Member, does not invalidate the proceedings at that meeting.

8.9 **Deficiency of notice**

Subject to clause 8.5 (Requirements of Special General Meeting), a deficiency or irregularity in a notice of any General Meeting will not invalidate anything done at the meeting if:

a the deficiency or irregularity is not material; and

b the Affiliated Adult Te Rarawa Members who attend the meeting agree to waive the deficiency or irregularity.

8.10 **Quorum**

The quorum required for any General Meeting shall be at no less than 25 Affiliated Adult Te Rarawa Members present in person and in the case of a Special General Meeting convened in accordance with clause 8.5 (Requirements of Special General Meetings), the quorum must include 50% of those who made the written request. Subject to clause 8.13 (Adjourned Meetings), no business may be transacted at a General Meeting unless the quorum is present.

8.11 **Chairing of meetings**

The Chairperson for the time being will be the chairperson of any General Meeting and will preside over and have control over the meeting, provided that:

a if the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chairperson;

b if neither the Chairperson nor Deputy Chairperson are present at the time appointed for holding a meeting, then the Marae Delegates present shall elect one of their number to substitute as the chairperson for that meeting; and

c if a Special General Meeting has been convened in accordance with clause 8.4 (Request for a Special General Meeting) or clause 8.5 (Requirements of Special General Meeting) the Marae Delegates will appoint an independent chair for that meeting.

8.12 **Voting**

To the extent that a vote is sought or required at any General Meeting, every Adult Member present shall have one vote.

Except as required by clause 3.2 of Schedule 8, voting at General Meetings may be by voice or a show of hands, and shall be passed by majority of those present and entitled to vote. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote.

8.13 **Adjourned meetings.**

If within one hour of the time appointed for a General Meeting a quorum is not present, the meeting will stand adjourned to be reconvened seven days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Affiliated Adult Te Rarawa Members present will constitute a quorum.

8.14 **Unruly meetings**

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

8.15 **Minutes**

The Rūnanga shall keep proper minutes of all decisions taken and business transacted at every General Meeting.

8.16 **Minutes to be evidence of proceedings**

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

8.17 **Minutes to be evidence of proper conduct**

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

9 Application of income and capital

9.1 **Application of income**

The Rūnanga may at any time after payment of or provision for all reasonable costs, charges, and expenses of the Trustees in respect of the establishment, management, and administration of the Rūnanga, pay or apply all or any of the income of the Rūnanga for the purposes in clause 2.4 of this Deed (Purpose of the Rūnanga).

9.2 **Accumulation in six months without payment of application of income**

Any income of any Financial Year not paid or applied in accordance with clause 9.1 (Application of income), during or within six months from the end of that Financial Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Fund, and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust Fund.

9.3 **Application of capital**

The Trustees may at any time pay or apply all or any of the capital of the Trust Fund for the objects contained in clause 2.4 (Purpose of the Rūnanga).

9.4 **Rūnanga has absolute discretion**

All powers and discretions that the Rūnanga have may be exercised by the Trustees in their absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as the Trustees think fit.

10 Special Land

10.1 **Identification of Special land**

Subject to consultation with any relevant Hapū Marae, the Trustees may identify any particular land held by the Rūnanga as being of such special significance to Te Rarawa that additional protection is required to ensure that land is retained on behalf of Te Rarawa.

10.2 **Consultation with Te Rarawa**

Where the Trustees have identified particular Property under clause 10.1 (Identification of Special Land), the Trustees shall consult, in a manner to be determined by the Trustees, with the Iwi as to the need for special protection of that Property.

10.3 **Declaration as Special Land**

The Trustees may, having regard to the outcome of the consultation under clause 10.2 (Consultation with Te Rarawa), declare the identified Property to be Special Land and must inform Te Rarawa of any such declaration in a manner determined by Trustees.

10.4 **Special Land register**

The Rūnanga must maintain a register of all Special Land with such register being available for inspection by all Affiliated Adult Te Rarawa Members.

10.5 **Disposition of Special Land is a Major Transaction**

When considering whether or not to dispose of, or to enter into any agreement that will result in the disposition of (whether contingent or not) any Special Land, the Trustees shall:

a have regard to the fact that any such disposition will constitute a Major Transaction, as will any proposal to remove the status of Special Land from a particular Property; and

b consult with any affected individual Hapū Marae named in the Special Land Register before making their decision.

11 Policies and Plans

11.1 Trustees to prepare policies and plans

The Trustees must:

a maintain a Rūnanga strategic plan setting out the long term objectives of the Rūnanga and the general principles by which they propose to operate, which shall be updated to take into account changes in circumstances that may arise from time to time including without limitation changes to the nature of its business and the business of any of its subsidiaries having regard to any wishes the Rūnanga may express in that regard;

b prepare an annual plan setting out the steps to be taken in the relevant Financial Year to meet its strategic planning objectives and fulfil the objectives and principles set out in the Rūnanga strategic plan;

c prepare an annual report in accordance with clause 12.1 (Preparation of annual report); and

d maintain an annual operating plan of the Rūnanga that sets out the work plan for the Rūnanga, including matters the Trustees consider relevant in terms of governance and operations.

Any annual plan adopted pursuant to this clause 11.1 (Rūnanga to prepare policies and plans) must be consistent with the long-term iwi strategic plan of the Rūnanga.

12 Annual reports, accounts and audit

12.1 Preparation of annual report

The Trustees must, within four months after the end of each Financial Year, cause to be prepared an annual report on the affairs of the Te Rarawa Group, covering the accounting period to the end of that Financial Year. Such a report shall include the matters prescribed in paragraph 3 of Schedule 5 (Requirements for Plans and Reports).

12.2 Audit of Financial Statements

The Trustees must also ensure that the Financial Statements for each Financial Year are audited by a chartered accountant in public practice prior to the date of giving notice of the Annual General Meeting of the Rūnanga for the Financial Year immediately following the Financial Year to which the Financial Statements relate.

12.3 Appointment of auditor

The auditor shall be appointed by the Trustees prior to the end of the Financial Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Marae Delegate or employee of either the Rūnanga (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the accountant for the Rūnanga shall not be appointed as auditor.

12.4 **Accounts**

The Rūnanga 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 such person or persons as the Trustees may decide.

13 Investments

The proportion of the Trust Fund that Trustees determine to invest during such time as it is held by the Rūnanga must be invested in accordance with the Rūnanga strategic plan as set out in Schedule 5.

14 Rūnanga Entities

14.1 **Establishment of Rūnanga Entities**

The Rūnanga may establish Rūnanga Entities in order to receive, hold, or manage the Trust Fund or any Property forming part of the Trust Fund, provided that any Rūnanga Entity must be established in accordance with the requirements set out in Schedule 6 (Establishment of Rūnanga Entities).

14.2 **Disestablishment of Rūnanga Entities**

The Rūnanga may, from time to time, disestablish any Rūnanga Entity.

14.3 **Compliance with the Māori Fisheries Act**

As the Mandated Iwi Organisation of Te Rarawa:

a the Trustees must establish and maintain a Rūnanga Entity (such as Te Waka Pūpuri Pūtea Ltd) as an Asset-Holding Company that complies with the requirements of the Māori Fisheries Act and must act in accordance with the directions of the Trustee given under section 69 of the Māori Fisheries Act and kaupapa 11(b) of Schedule 7, when exercising rights and powers of a shareholder of Aotearoa Fisheries Limited, whether under the Māori Fisheries Act, the constitution of Aotearoa Fisheries Limited or the Companies Act; and

b in the event the Rūnanga wishes to hold a fishing permit undertake a fishing operation utilising annual catch entitlement from their Settlement Quota, or be in a joint venture for those purposes, the Trustees must also establish a Rūnanga Entity that is separate from the Asset-Holding Company or a subsidiary of the Asset-Holding Company established in accordance with Schedule 6 (Establishment of Rūnanga Entities).

14.4 **Establishment of other entities**

For the avoidance of doubt, the ability for the Rūnanga to establish Rūnanga Entities does not limit the powers of the Rūnanga under this Deed to enter into any other arrangement including the establishment, or acquisition of an interest in, other entities which do not meet the requirements of Schedule 6 (Establishment of Rūnanga Entities) and are not Rūnanga Entities.

15 Liability of Trustees

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

16 Indemnity and insurance

16.1 **Indemnity and insurance for Trustees**

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

16.2 **Indemnity and insurance costs to be just and equitable**

All indemnities and insurance costs may only be paid or reimbursed to the extent that those costs are just and equitable. If a question arises as to the extent of indemnity and insurance costs the Trustees shall seek independent advice as to a just and equitable level of costs.

16.3 **Indemnity and insurance regarding specific trusts**

If any assets are held by a Trustee on any separate specific trust, then any Trustee, officer or employee of the Rūnanga may, in respect of proceedings brought in relation to that separate specific trust, only be indemnified or have his or her insurance costs met out of those assets and subject to any other legal obligations, restrictions, or encumbrances upon those assets.

16.4 **Record of decisions**

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

17 Custodian Trustee

17.1 **Custodian Trustee and Nominee**

The Trustees may, by resolution in writing, appoint any person as a Custodian Trustee or Nominee of the Trust Fund. The provisions of the Trusts Act 2019 shall apply as if references in it to a Custodian Trustee were references to Custodian Trustee or Nominee, except as modified or extended as follows:

a all or any of the Trust Fund may be vested in the Custodian Trustee or Nominee as if the Custodian Trustee or Nominee were sole trustee;

b the portion of the Trust Fund that is from time to time vested in the Custodian Trustee or Nominee is the Custodial Trust Fund;

c the Custodian Trustee or Nominee must:

i hold the part of the Trust Fund that is transferred to the Custodial Trustee or Nominee by the Trustees (the '**Custodial Trust Fund**');

ii invest the Custodial Trust Fund and dispose of it in accordance with any direction in writing by the Trustees; and

iii execute all documents and perform all acts that the Trustees in writing direct.

17.2 **Removal of Custodian Trustee or Nominee**

The Trustees may, without needing to give any reason, remove any Custodian Trustee, or Nominee by passing a resolution approved by a majority of Trustees entitled to vote at a meeting of Trustees.

17.3 **Trustees may pay fee**

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

18 Advice to Trustees

18.1 **Trustees may rely on advice**

Trustees may, when exercising their powers or performing their duties as Trustees, 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 the Rūnanga or any director, trustee, board member or employee of a Rūnanga Entity whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;

b a professional advisor or expert in relation to matters which the Trustees believe on reasonable grounds to be within a person's professional or expert competence; and

c any other Trustee or member of a committee upon which a Trustee did not serve at the relevant time and in relation to matters that are within that other Trustee's or committee member's designated authority. However, this shall only apply to the extent that the Trustee's act in good faith, after reasonable enquiry when the need for an enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted.

18.2 **Trustees may obtain opinion**

If the Trustees are in doubt over any matter relating to the management and administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister and Solicitor of the High Court of New Zealand of at least seven years' standing. In respect of any such opinion, and subject to clause 15 (Liability of Board Members), the Trustees may act without being liable to any person who may claim to be beneficially entitled in respect of anything done in accordance with that opinion. This right to obtain and act upon an opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

19 Duties of Trustees

19.1 **Duties of Trustees**

Trustees will be responsible for furthering the objects and purposes of the Rūnanga and for declaring general policy relating to the implementation of the objects and purposes of the Rūnanga.

Trustees, as officers occupying positions of trust, must at all times:

a act in accordance with this Deed, the Board Charter, and relevant law;

b act in the best interests of the Rūnanga with fidelity and good faith;

c act in accordance with any directions and policies adopted by the Rūnanga;

d act with professionalism, integrity and high ethical standards;

e make and be seen to make decisions that are based on fair process;

f respect the confidentiality of information disclosed to them as a Trustee;

g act in and serve the interests of the Rūnanga as a whole over their own or hapū or whānau interests;

h not act in a manner that brings, or is likely to bring Te Rarawa, the Rūnanga or any Rūnanga Entity into disrepute;

i subject to clause 20 (Conflicts of interest), not allow a conflict of interest to arise between their duties as a Trustee and their personal or other interests and where they might have an interest in any matter, ensure the process under clause 20 is strictly adhered to; and

j exercise their powers for the best interests of the Rūnanga and ensure that they act consistently with the purposes of the Rūnanga.

Nothing in this clause 19 (Duties of Trustees) prevents the sharing of information or acting in the interests of Te Rarawa

20 Conflicts of interest

20.1 **Definition of interested Trustee**

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

a is a party to, or will derive a material financial benefit from, that matter;

b has a material financial interest in another party to the matter;

c is a director, trustee, board member, or officer 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 the Rūnanga or any Rūnanga Entity;

d is the parent, child or spouse of another party to, or person who will derive a material financial benefit from, the matter; or

e is otherwise directly or indirectly interested in the matter.

For the purposes of paragraph 20.1c above, a party will be controlled by the Rūnanga or a Rūnanga Entity if the composition of the board of that party (whether a company, trust, or other entity) is controlled by the Rūnanga or Rūnanga Entity. However, no Trustee will be interested in a matter:

f where that Trustee is a member of a Hapū Marae where his or her interest is not different in kind from the interests of other members of that iwi;

g where the Trustee's interest is so remote or insignificant that it cannot reasonably be regarded as being likely to influence the Trustee in carrying out their responsibilities under this Deed.

20.2 **Disclosure of interest**

A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Rūnanga, disclose this at the next meeting of Trustees:

a if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or

b if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

20.3 **Disclosure of interest of another Trustee**

Where a Trustee is aware of an actual or potential conflict of interest of another Trustee then that person has a duty to draw the attention of the Trustees to the conflict of interest.

20.4 **Recording of interest**

The Trustees shall establish and maintain an interests register for the purpose of recording the details of interested representatives. Immediately following his or her appointment, a Trustee must enter any interests he or she may have into the interests register. A Trustee must also enter into the interests register the details of any interest disclosed to the Trustees in accordance with clause 20.2 (Disclosure of interest).

20.5 **Dealings with interested Trustees**

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

20.6 **Continuing material conflict of interest**

A Trustee who is regarded as having a continuing material conflict of interest that cannot be resolved to the satisfaction of a majority of the Trustees must resign as a Trustee, particularly where the continuing material conflict of interest prejudices the Trustee's ability to contribute fully to the deliberations and decisions of Trustees.

20.7 **No private pecuniary profit with exceptions**

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

a any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Rūnanga;

b the Rūnanga may pay reasonable remuneration to any Trustee, officer, or employee of the Rūnanga in return for services actually rendered to the Rūnanga (including the provision of services as a 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 Rūnanga; and

d any Trustee may retain any reimbursement, remuneration, or charges properly payable to that Trustee by any entity with which the Rūnanga may be in any way concerned or involved, and for which that Trustee has acted in any capacity whatsoever, notwithstanding that the Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Rūnanga, provided that:

i before any such reimbursement may be regarded as properly incurred, or any such remuneration 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 Trustees, and in the case of an appointment referred to in clause 7.5 (Appointment of entities to provide services), the provisions of that clause have been complied with;

ii the Trustees must disclose in their annual report referred to in clause 12.1 (Preparation of annual report) next published after payment of that reimbursement, remuneration, or charge:

A the amount thereof received by each Trustee or any such firm or entity;

B the nature of the reimbursement and the nature and extent of the services rendered or time expended; and

C the method of calculation of the reimbursement, remuneration, or charge; and

iii in the case of an appointment referred to in clause 7.5 (Appointment of entities to provide services), the full written terms and conditions thereof have been made available for inspection at the office of the Rūnanga by any Affiliated Adult Te Rarawa Member who makes written request for the same.

20.8 **Trustees to ensure interested persons do not influence determinations**

Subject to clause 20.7 (No private pecuniary profit with exceptions), in the exercise of the powers conferred by this Deed each Trustee in the discharge of any duty or exercise of any discretion as a Trustee shall ensure that any person who is:

a a Trustee;

b a shareholder or director of any Rūnanga Entity;

c a settlor or a trustee of any Rūnanga Entity; or

d any associated person (as defined in section YB 2 of the Income Tax Act 2007) of either a director, or any person referred to in clauses 20.2 to 20.8;

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 this clause 20.8 shall be void.

21 Dispute Resolution

21.1 **Disputes**

In the event that a dispute arises in relation to any aspect of the Rūnanga, or the Rūnanga Entities, including but not limited to, disputes on matters of tikanga, reo, kawa, whakapapa, and korero, then that dispute shall be referred in the first instance to the Trustees.

21.2 **Notice of dispute**

All disputes referred to the Trustees in accordance with clause 21.1 (Disputes) shall be submitted to Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice. The Trustees shall appoint one or more of their number to act as mediator(s) to attempt to facilitate, mediate and effect a settlement of such dispute.

21.3 **Reference of dispute**

If a dispute is not settled within 20 Working Days of the receipt by the Trustees of written notice of the dispute in accordance with clause 21.2 (Notice of dispute) then it may be referred to the Disputes Committee constituted in accordance with clauses 21.4 (Dispute Committee to be appointed as required) and 21.5 (Appointment and composition of Disputes Committee).

21.4 **Dispute Committee to be appointed as required**

There shall not be a permanent Disputes Committee. The Disputes Committee shall be appointed by the Trustees on a case-by-case basis having regard to the precise subject matter of the dispute in question and only after the expiry of the 20 Working Day period referred to in clause 21.3 (Reference of dispute).

21.5 **Appointment and composition of Disputes Committee**

A Disputes Committee shall comprise three persons, of whom at least one shall be an independent member and no more than two may be Trustees, one of whom must be the Chairperson or, where the dispute involves conduct by the Chairperson, the Deputy Chairperson, who shall be appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute.

21.6 **Role of Disputes Committee**

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

21.7 **Deliberations of Disputes Committee**

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

21.8 **Notification of outcome**

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

The Trustees shall ensure the person concerned is notified of the Dispute Committee's decision, and the principal reasons for that decision.

21.9 **Dispute resolution process under Māori Fisheries Act**

Notwithstanding this clause, any party to a dispute arising from a complaint referred to in clause 21.1 (Disputes) may invoke the dispute resolution process set out in Part 5 of the Māori Fisheries Act provided that the dispute falls within the provisions of section 180(1) of that Act.

22 Amendments to this Deed

22.1 **Special Resolution required**

Subject to clauses 22.5, all amendments to the Deed shall only be made with the approval of a Special Resolution that confirms that the amendments are for the collective benefit of all members of Te Rarawa.

22.2 **Limitations on amendment**

No amendment shall be made to the Deed that:

a changes the purposes of the Rūnanga in clause 2.4 (Purpose of the Rūnanga)

b changes the definition of Member of Te Rarawa or Te Rarawa;

c changes the ultimate membership and beneficiary of the Rūnanga;

d may be inconsistent with the Māori Fisheries Act;

e changes the voting threshold for a Special Resolution of 75% of those Adult Members of Te Rarawa who cast a valid vote at a General Meeting or by postal ballot;

f changes this clause 22.2 (Limitations on amendment);

g changes clause 24 (Winding up of the Rūnanga).

22.3 **Amendment to add new Te Rarawa Marae**

Amendments to this Deed to add new Te Rarawa Marae must be made in accordance with the process set out in clause 2 (Changes to Deed to add new Te Rarawa Marae) of Schedule 1 (Membership and Identification).

22.4 **Proposal to amend the Deed**

Any Adult Member of Te Rarawa may submit to the Trustees a written proposal to amend the Deed, and Trustees shall consider such proposals where it is satisfied that the person is a Member of Te Rarawa.

22.5 **Minor procedural or technical amendments**

Subject to clause 22.2 (Limitations on amendment), the Trustees have the power to amend this Deed by a resolution passed by a majority of not less than 75% of Trustees:

a to make any amendment which is of a minor, procedural or technical nature;

b to correct a manifest error; or

c to make any other modification which the Trustees in their absolute discretion consider necessary as a result of any law change which renders any provision or part of this Deed void, unlawful, redundant or out of date.

If the Deed is amended pursuant to this clause 22.5 (Minor procedural or technical amendments), a Special Resolution pursuant to clause 22.1 (Special Resolution required) is not required.

23 Resettlement

The Trustees shall have power in their discretion to settle or resettle any or all of the Trust Fund upon trust in any manner which in the opinion of Trustees is for the advancement or benefit of the Members of Te Rarawa and is consistent with the purposes of the Trust, subject to:

a compliance with clause 3.4 (Restriction on Major Transactions);

b compliance with the Māori Fisheries Act;

c and any other existing legal encumbrances on the assets of the Trust Fund.

For the avoidance of doubt, the Trustee's 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 Rūnanga Entities and Te Rarawa Marae.

24 Winding up of the Rūnanga

The Rūnanga shall only be wound up or dissolved if the Affiliated Adult Te Rarawa Members have by Special Resolution resolved that it has become impossible, impracticable, or inexpedient for the Rūnanga to carry out the purposes of the Rūnanga.

On the termination or dissolution of the Rūnanga, the Trust Fund after the payment of costs, debts and liabilities shall be paid to another trust or entity that the Trustees in their absolute discretion are satisfied has been established for the benefit of Te Rarawa. Any payment under this clause may be made on such terms and subject to such conditions (if any) as the Trustees in their absolute discretion determine.

25 Registered office

The registered office of the Rūnanga is at any such place as the Trustees may, from time to time, notify by such means as the Trustees determines to Te Rarawa Members and in any website, letterhead, formal written contract or printed publications of the Rūnanga.

26 Governing law

This Deed and the Rūnanga are governed by and construed in accordance with the laws of New Zealand.

Schedule 1 Membership and Identification

1 Hapū Marae

Te Rarawa Marae	Marae Type	Rohe	Nga Hapū o Te Rarawa
Te Rarawa	Hapū	Pukepoto	Ngāti Te Ao Te Uri o Hina, Tahāwai
Te Uri o Hina	Hapū	Pukepoto	Ngāti Te Ao, Te Uri o Hina, Tahāwai
Ngāti Moetonga	Hapū	Ahipara	Te Rokekā Ngāti Moetonga
Roma (Te Ōhaki)	Hapū	Ahipara	Ngāti Waiora Ngāti Pākahi Te Patukirikiri Parewhero
Korou Kore	Hapū	Ahipara	Ngāti Moroki
Whakamaharatanga	Hapū	Manukau	Ngāti Hine Patupīnaki
Rangikohu	Affiliate Hapū	Herekino	Ngāti Kuri Te Aupouri Ngāti Wairupe-
Ōwhata	Hapū	Ōwhata	Ngāti Torotoroa Popoto Tahukai
Te Kotahitanga	Hapū	Whāngāpe	Ngāti Haua
Mōrehu	Hapū	Pawarenga	Te Uri o Tai
Ōhaki	Hapū	Pawarenga	Te Uri o Tai
Taiao	Hapū	Pawarenga	Te Uri o Tai
Matihetihe	Hapū	Mitimiti	Taomaui Hokokeha
Waiparera	Hapū	Rangi Point	Tahāwai Patutoka Whānau Pani Te Hokokeha
Waihou	Hapū	Waihou	Ngāti Te Reinga
Ngāti Manawa	Hapū	Panguru	Ngāti Manawa Te Waiāriki Te Kaitutae
Waipuna	Hapū	Panguru	Te Waiāriki Te Kaitutae
Motuti	Hapū	Motuti	Ngāti Te Maara Te Kaitutae Ngāti Tamatea
Ngāi Tūpoto	Hapū	Motukaraka	Ngāi Tūpoto Ngāti Here
Tauteihiihi	Associated Hapū	Kohukohu	Te Ihutai

Pikiparia	Associated Hapū	Kohukohu	Te Ihutai
Pāteoro	Associated Hapū	Te Karae	Te Ihutai
Te Arohanui	Associated Hapū	Mangataipa	Kohatutaka

2 Changes to this Deed to add new Te Rarawa Marae

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

2.2 The Trustees shall develop criteria and a process to be used to govern the admission of new Te Rarawa Marae.

2.3 Upon receipt of an application to become a Te Rarawa Marae, the Trustees 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 paragraph 2.2 above;

d approve the application by way of a resolution approved by 75% of Trustees if it:

i satisfies the criteria developed in paragraph 2.2 above; and

ii in the Trustee's opinion, satisfies any other matters that have been brought to the attention of the Trustees;

e arrange for a General Meeting to be held to seek an amendment to this Deed in accordance with clause 22 (Amendments to the Deed). For the avoidance of doubt, this will require a Special Resolution to be passed by Adult Members of Te Rarawa; and

f ensure that any action necessary to implement the outcome of the General Meeting is taken.

2.4 Any decision to approve a new Te Rarawa Marae must be notified to all Te Rarawa Members in the next communication from the 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 Hapū Marae.

2.5 Any new Hapū Marae given approval under this clause shall hold its elections for a Marae Delegate and Alternate Marae Delegate in accordance with paragraph 2 (Election of Delegates) of Schedule 2 (Marae Delegates and Alternate Marae Delegates) with the necessary modifications, as soon as is practicable.

2.6 For the avoidance of doubt, no Hapū Marae that is listed in 1 of this Schedule can be removed as a Hapū Marae.

3 Affiliation Database

3.1 **Contents of Affiliation Database**

The Affiliation Database shall record:

e the full name, date of birth and contact details, including e-mail of each Member of Te Rarawa who applies for affiliation and the date when such Member of Te Rarawa became an Affiliated Member;

f details of the evidence provided in support of the affiliation of each Member of Te Rarawa;

g the Hapū Marae For Voting Purposes of each Member of Te Rarawa;

h the allocated affiliation number of each Affiliated Member.

3.2 **Availability for inspection**

The Affiliation Database must:

a be available for inspection by an Affiliated Member to view their own affiliation details in a manner consistent with the Privacy Act 1993;

b be available for inspection by Affiliated Members to view the name of any other Affiliated Member who has authorised disclosure of his or her name to other Affiliated Members in his or her application for affiliation; and

c be 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 dependent under 18 years of age.

3.3 **Disclosure of Database**

The Trustees may disclose, to a Hapū Marae, a duplicate copy of the portion of the Affiliation Database containing the details of the Affiliated Members who have affiliated with that Hapū Marae provided that:

a such disclosure is consistent with the Privacy Act 1993; and

b the Trustees are satisfied that the relevant Hapū Marae will comply with paragraph 3.2b and c of this Schedule 1 (Membership and Identification).

3.4 **Identifying membership**

The Trustees shall make ongoing efforts to ensure all Members are on the Te Rarawa Affiliation Database.

4 Applications for affiliation

4.1 Eligibility

An application for affiliation as a Member or Associate Member of Te Rarawa may be made by:

a an Adult Member of Te Rarawa;

b Tamariki/Tangata Atawhai, on his or her own behalf or by his or her legal guardian;

c any other Member who is not an Adult Member of Te Rarawa, by his or her parent, grandparent or legal guardian; or

d any other Member, by an Adult Member of Te Rarawa on their behalf who, in the opinion of Trustees, stands in the stead of a parent of that person.

e In the case of associate membership, the spouse of an Adult Member of Te Rarawa.

4.2 **Associate membership**

It is the tikanga of Te Rarawa to acknowledge the contribution of the spouse of a Te Rarawa Member. Accordingly, the spouse of any Te Rarawa Member may apply to affiliate as an Associate Te Rarawa Member of the primary Hapū Marae that his or her Te Rarawa spouse is or was affiliated to, such determination to be made in accordance with relevant tikanga and processes of that Hapū Marae.

Associate Te Rarawa membership entitles the spouse to:

a receive communications from the Rūnanga;

b participate in Te Rarawa activities; and

c attend hui.

For the avoidance of doubt, associate membership does not entitle the spouse to any nomination or voting rights.

4.3 **Form of application**

An application for affiliation as a Member of Te Rarawa must be made in writing or electronically to the Rūnanga in the application form approved from time to time by the Trustees, provided that any such form complies with the affiliation requirements set out in the Māori Fisheries Act and this Deed.

4.4 **Contents of application**

The application must contain:

a the full name, date of birth and contact details of the applicant;

b such evidence as the Rūnanga may from time to time require as to that applicant's status as a Member of Te Rarawa, including details of the whakapapa (genealogical) connection of the applicant to Te Rarawa; and

c such further information as the Rūnanga may specify on the application form.

If the Rūnanga considers an application form to be incomplete, they may request an applicant to provide further information or supporting evidence prior to consideration of that application.

4.5 **Receipt of application**

Upon receipt by the Rūnanga of a completed application:

a the Chief Executive Officer of the Rūnanga will forward that application on to the Hapū Marae chosen in the applicant's affiliation form and to any other Hapū Marae to which the applicant indicates he or she affiliates;

b if the Hapū Marae does not have a Marae Delegate, appointed in accordance with this Deed, the Rūnanga may deal with the application in accordance with the process as set out in d below.

c the relevant Hapū Marae:

i shall consider the application;

ii make a determination as to the whakapapa of the applicant; and

iii notify the Rūnanga of the Hapū Marae's determination of the whakapapa of the applicant within three months of receipt of the application by the Rūnanga.

d the Rūnanga may form a sub-committee in accordance with clause 6 of Schedule 4, for the purposes of considering applications that relate to Hapū Marae that have no Marae Delegate elected, or where the application has not been considered by the Hapū Marae for a period of 6 months or longer, since the date the application was received.

4.6 **Entering details on Affiliation Database**

Upon receipt of notification of the relevant Hapū Marae, the Rūnanga, through the Chief Executive or its delegate, shall confirm the eligibility of the applicant, except that in confirming, the Rūnanga may undertake further enquiries, including consulting any other persons whom the Rūnanga thinks will assist in its decision-making process.

4.7 **Hapū Marae Process**

The Trustees shall ensure that the Hapū Marae which each Trustee represents has processes for enquiring into the eligibility of an application for affiliation and making a recommendation to the Rūnanga.

4.8 **Evidence of Affiliated Members**

The Rūnanga may, in consultation with the relevant Hapū Marae, require any person who is entered in the 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 application form.

4.9 **Notification of unsuccessful applicants**

In the event that the Rūnanga decides to decline the application then such decision shall be conveyed in writing to the applicant together with the reason for the decision.

4.10 **Dispute resolution**

Where an application for affiliation is declined, the person concerned may dispute that decision in accordance with the process set out in clause 21 (Dispute Resolution). If the person concerned disputes the outcome of that process, that person may exercise their rights under section 180(1)(m) of the Māori Fisheries Act.

4.11 **Applicants may reapply**

Any decision to decline an application for affiliation under paragraph 4.9 (Notification of unsuccessful applicants) does not prevent an applicant submitting a new application for affiliation provided that such application may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial application) as to the applicant's status as a Member of Te Rarawa.

5 Changes to Affiliation Database

5.1 Incomplete or inaccurate information

If Trustees consider that the existing information in respect of a Member of Te Rarawa on the Affiliation Database is not accurate or complete such the person concerned is not eligible for affiliation, the Trustees may remove that person from the Affiliation Database. The Trustees must notify any person in writing who has been removed from the Affiliation Database of the reasons for removing that person from the Affiliation Database.

5.2 Changes to an Affiliated Member's personal details

Subject to paragraph 5.3 (Changes to an Affiliated Member's Hapū Marae for Voting Purposes) of this Schedule, an Affiliated Member may notify the Trustees in writing of a requested change to the Te Rarawa Register regarding their personal details (i.e. legal name, date of birth, physical or electronic address) and the Trustees shall ensure such changes are made.

5.3 Changes to an Affiliated Member's Hapū Marae for Voting Purposes

a If an Affiliated Member requests to change the Hapū Marae For Voting Purposes that he or she is affiliated to in the Affiliation Database, the Trustees shall refer the matter to the relevant Hapū Marae to make a recommendation on the matter.

b if the application to re-affiliate is accepted, the Affiliated Member's prior affiliation shall be deemed to be invalid from the date on which the application is accepted.

c A request made under this paragraph 5.3 (Changes to an Affiliated Member's Hapū Marae for Voting Purposes) must be received by Trustees no less than five calendar months before the relevant election.

5.4 Removal of affiliation

An Affiliated Member may, at any time, choose to terminate their affiliation by notifying the Trustees in writing. His or her affiliation will be effective on the date referred to in the request, or if no such date is given, then on the date the request is received by Trustees.

Schedule 2 Marae Delegates, Alternate Marae Delegates and the Chairperson

1 Eligibility for election

1.1 **Marae Delegate, Alternate Marae Delegate and Chairperson eligibility**

To be eligible for election as a Marae Delegate, Alternative Marae Delegate or Chairperson, a nominee must:

a as at the closing date for nominations, be recorded in the Affiliation Database as an Affiliated Adult Te Rarawa Member;

b meet the eligibility criteria set out in the relevant ideal person specification devised in accordance with 2.5 of this Schedule;

c consent to undergoing a Police vet in order to provide the evidence necessary to satisfy paragraph 1.1(c)(ii) – (iii);

d not:

i be an employee of the Rūnanga;

ii be bankrupt, or have within five years been adjudged bankrupt;

iii have ever been convicted of an offence:

A involving dishonesty as defined in section 2(1) of the Crimes Act 1961; or

B an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or

C involving a sexual crime under sections 127 to 144 of the Crimes Act 1961; or

D of a serious violent nature against another person.

iv be or have been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;

v be or ever have been removed as a trustee of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;

vi be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Marae Delegate, Alternate Marae Delegate or Chairperson as the case may be;

vii be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;

viii have been convicted in the last 10 years of an offence punishable by more than three years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);

ix have been removed as a Marae Delegate, Alternate Marae Delegate or Chairperson under paragraph 2.17 (Termination) of this Schedule within the past three years.

1.2 **Marae Delegate to act as Trustee**

For the avoidance of doubt, each elected Marae Delegate, is appointed as a Trustee either personally, as a named trustee, or as a director on any company that has been appointed as the trustee.

2 Election of Delegates

2.1 **Date of Election Meetings**

The Trustees must determine, in consultation with each Hapū Marae, a date or a specified period of time within which each Hapū Marae must hold its Election Meetings, provided that no Election Meetings may be held later than 10 Working Days before the Relevant Annual General Meeting of the Rūnanga.

The Trustees must ensure that each Hapū Marae holds its Election Meetings at that date or within that specified time period.

2.2 **Marae Delegate**

Each Hapū Marae shall elect one Marae Delegate at an Election Meeting.

For the avoidance of doubt, if a Hapū Marae does not elect a Marae Delegate at an Election Meeting, or does not hold an Election Meeting, the Hapū Marae remains as a Hapū Marae for the purposes of this Deed. The Hapū Marae may, at any time hold an Election Meeting to elect a Marae Delegate provided the election processes as set out in this Deed are complied with.

2.3 **Alternate Marae Delegates**

Each Hapū Marae, in addition to electing a Marae Delegate at an Election Meeting may elect one Alternate Marae Delegate. If the Hapū Marae Delegate wishes to elect an Alternate Marae Delegate, then this shall be done by calling for separate nominations for an Alternate Marae Delegate such nominations to be called in accordance with the process set out in paragraph 2.6 (Nominations) and 2.7 (Notice for nominations) of this Schedule.

2.4 **Role of Alternate Marae Delegates**

The role of the Alternate Marae Delegate, where one is elected, shall be:

a where there is a Marae Delegate vacancy relevant to the Hapū Marae which he or she represents, to replace the Marae Delegate and be recorded as the new Marae Delegate in accordance with paragraph 2.14 (Vacancy of Marae Delegate) of this Schedule for that Hapū Marae for the balance of that Marae Delegate's term in accordance with and subject to paragraph 2.15 (Trustees resolution) of this Schedule; and

b to attend meetings and cast proxy votes on behalf of the Marae Delegate where the Marae Delegate is unable to attend a Trustee meeting. The Marae Delegate must notify the Secretary of the Rūnanga that they are appointing the Alternate Delegate as proxy before the commencement of any meeting.

The Alternate Marae Delegate shall receive notice of all Rūnanga meetings and minutes of meetings and shall be able to attend any Rūnanga meeting. For the avoidance of doubt, if both the Marae Delegate and the Alternate Marae Delegate attend a meeting, only the Marae Delegate shall be entitled to vote, and be remunerated for attendance at that meeting.

2.5 **Ideal Person Specification**

In addition to the eligibility criteria in paragraph 1.1 (Delegate member eligibility) of Schedule 2 (Marae Delegates and Alternate Marae Delegates), the Trustees will, at least 21 days before the notice for nomination is issued in accordance with clause 2.7 devise a template ideal person specification for nominees for the position of Marae Delegate and Alternate Marae Delegate and provide to the Hapū Marae for consideration;

The Hapū Marae may decide to amend the ideal person specification, provided those amendments are not inconsistent with this Deed, or the Māori Fisheries Act and are communicated to the Rūnanga before the notice for nomination is issued in accordance with clause 2.7.

If a Hapū Marae does not amend the ideal person specification, the template ideal person specification will be utilised.

2.6 **Nominations**

The Rūnanga must publish a notice calling for nominations for 1 Marae Delegate, and if applicable, 1 Alternate Marae Delegate for each Hapū Marae.

2.7 **Notice for nominations**

The notice calling for nominations must:

a be published in 1 newspaper or otherwise as described in the Māori Fisheries Act from time to time; and

b may also occur through the Rūnanga publications, its website, electronic media including television, and/or iwi or other radio stations; and

c be published no later than 2 calendar months and 5 Working Days before the Hapū Marae's Election Meeting; and

d specify the closing date for nominations, which shall be 1 calendar month from the date of publication of the notice calling for nominations; and

e specify where the relevant nomination documents may be viewed or obtained – such documents to include:

i a copy of the ideal person specification criteria for Marae Delegates and Alternate Marae Delegates;

ii the requirements for nominations as set out in paragraph 2.8 of this Schedule;

i the information contained in paragraph 2.2 (Marae Delegate) and 2.3 (Alternate Marae Delegates) of this Schedule; and

ii such other information as may be relevant.

2.8 **Criteria for nominations**

a Nominations can only be submitted by Affiliated Adult Te Rarawa Members of the relevant Hapū Marae.

b A nomination must:

i include the nominee's full name, address, contact number, and the name of the Hapū Marae For Voting Purposes to which he or she is affiliated;

ii include the signature of both the nominee and the nominator;

iii include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Marae Delegate on the basis of one or other of the matters specified in paragraph 1.1d of this Schedule.

c be accompanied by a brief statement containing details of experience relevant to the position; and

d be sent to the Hapū Marae Secretary or Registered Office of the Rūnanga before the closing date specified in the notice calling for nominations.

2.9 **Public and Private Notice**

In relation to the election of Marae Delegates, both Public Notice and Private Notice of voting, voting requirements and all other electoral processes set out in Schedule 2 (Marae Delegates, Alternate Marae Delegates, and the Chairperson) must be undertaken. Compliance with such notice and voting provisions is the responsibility of Trustees.

2.10 **Hapū Marae to regulate its own procedures**

Each Hapū Marae can regulate its own procedures subject to the need to be consistent with the requirements of this Deed and the Māori Fisheries Act, provided that it is the Rūnanga's responsibility to ensure that those requirements are met. Where a Hapū Marae Delegate has been elected in a manner inconsistent with the Māori Fisheries Act that election shall be deemed to be invalid and paragraph 2.14 (Vacancies) of this Schedule shall apply.

2.11 **Voting**

All Adult Te Rarawa Members shall be eligible to participate in the election of the Marae Delegate (and Alternate Marae Delegate) for the Hapū Marae For Voting Purposes which they are affiliated to, and any votes cast shall be on a Voting Paper and shall be received:

a by personal vote (not proxy) if requested, at the Election Meeting of his or her Hapū Marae For Voting Purposes; or

b by postal ballot if requested, and by receipt by the secretary of his or her Hapū Marae For Voting Purposes before 5pm on the Working Day before the day on which the personal votes will be cast; or

c by requesting an electronic ballot, if made available, provided that any system of electronic voting shall comply with requirements for voting in the Māori Fisheries Act.

2.12 **Preferential voting system**

In the event that there are more than two nominees for the position of Marae Delegate, or the Alternate Marae Delegate for a Hapū Marae, all valid votes cast will be counted using a Preferential Voting System. The Rūnanga must ensure that the casting of votes at each Hapū 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 Marae Delegate, or the Alternate Marae Delegate (as the case may be).

Where a Hapū Marae receives only one valid nomination (for either the Marae Delegate role, or the Alternate Marae Delegate), there shall be no requirement to hold elections and that nominee shall automatically be the Marae Delegate, or Alternate Marae Delegate for that Hapū Marae.

2.13 **Notification of results**

Each Hapū Marae must notify the Rūnanga of the results of the elections for a Marae Delegate and Alternate Marae Delegate, immediately after such results are known, the Rūnanga will prepare these results for announcement of the new Marae Delegates at its Relevant Annual General Meeting or next Special Meeting.

At the Relevant Annual General Meeting or next Special Meeting of the Rūnanga, the Marae Delegates and the Alternate Marae Delegates for each Hapū Marae will be announced, provided that, for any given Hapū Marae, should there not be sufficient nominees to enable the appointment of an Alternate Marae Delegate, the position of Alternate Marae Delegate shall remain vacant.

2.14 **Vacancy of Marae Delegate**

In the event that:

a any of the Hapū Marae have been unable to elect a Marae Delegate in accordance with clause 2 (Election of Delegates) of this Schedule, or

b a Marae Delegate vacancy has arisen under this clause 2.14 or

c a Marae Delegate has been elected to the position of Chairperson

the Rūnanga may continue to act.

Where a Marae Delegate vacancy exists, for any reason whatsoever, the relevant Hapū Marae may, at an Annual General Meeting or a Special General Meeting, elect a Marae Delegate and/or an Alternate Marae Delegate, provided that paragraph 2 of this Schedule will apply, with any necessary modifications.

2.15 **Trustees to confirm Alternate Delegate as Marae Delegate**

Where a Marae Delegate vacancy exists and an Alternate Marae Delegate has been elected, the Trustees must confirm the appointment of the Alternate Marae Delegate as Marae Delegate.

Trustees may refuse to confirm an Alternate Marae Delegate be recorded as the Marae Delegate, after consultation with the Hapū Marae, if the Trustees believe, on reasonable grounds, that:

a the Alternate Delegate no longer meets the eligibility criteria in paragraph 1.1 (Delegate member eligibility) of Schedule 2 (Marae Delegates and Alternate Marae Delegates); or

b the Alternate Delegate will not comply with the Code of Conduct if recorded as the Marae Delegate; or

c the Alternative Delegate will not comply with the duties of Trustees set out in clause 19 (Duties of Trustees) if recorded as the Marae Delegate.

In the event that the Trustees refuses to confirm an Alternate Marae Delegate be recorded as the Marae Delegate, or there is no Alternate Marae Delegate:

a the Chairperson must, inform the relevant Hapū Marae which may elect a new Delegate or Alternate Delegate through a special Election Meeting, or their next Annual General Meeting; or

b the Trustees may appoint a Marae Delegate in consultation with the relevant Hapū Marae to act up till the next Annual General Meeting of the Hapū Marae.

2.16 **Duty to act in interests of members**

The Marae Delegates, whilst elected on a Hapū Marae basis are elected as trustees and shall work collaboratively in the interests of all Te Rarawa Members irrespective of where those Members reside and are subject to all other Marae Delegate obligations that arise at law.

2.17 **Termination of office**

A Marae Delegate shall cease to hold office as a Trustee if:

a the trustee completes their term of office and is not re-elected;

b the trustee has been in office for more than 3 years since his or her election or appointment;

c the trustee retires from office by giving written notice to the Trustees;

d the trustee refuses to act;

e the trustee is absent without leave from three consecutive ordinary meetings without good reason or without the permission of the other Trustees;

f the trustee dies or loses mental capacity;

g the trustee 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;

h the Trustee is removed from office in accordance with paragraph 2.19 (Review and termination of membership) of this Schedule; or

i the Trustee is removed from office in accordance with paragraph 2.18 (Termination of membership by Hapū Marae).

2.18 **Termination of membership by Hapū Marae**

Any Marae Delegate may have his or her role as Trustee terminated, by the relevant Hapū Marae if:

a the Marae Delegate consistently fails to attend Hapū Marae meetings;

b the Marae Delegate fails to appropriately report back to the Hapū Marae;

c the Marae Delegate fails to act in accordance with reasonable direction provided by the Hapū Marae, provided that direction is not inconsistent with its obligations as a trustee, or director as the case may be; or

d the Marae Delegate breaches the Code of Conduct, or otherwise brings the Hapū Marae into serious disrepute

provided that:

e the Hapū Marae has held a properly constituted Hapū Marae meeting, including by way of providing adequate notice, by way of electronic means, to all Adult Te Rarawa Members for whom that Hapū Marae is their Hapū Marae For Voting Purposes;

f at the relevant Hapū Marae meeting, a resolution is passed supporting the removal of the Marae Delegate where all relevant Adult Te Rarawa Members have had an opportunity to participate in the decision-making process; and

g any such decision to terminate the Marae Delegate is provided to the remaining Trustees, through the Chief Executive, in writing, with reasons as to the termination together with appropriate documentation confirming a meeting has been held, and a resolution has been passed in accordance with this clause 2.18.

2.19 **Review and termination of membership by Trustees**

Any Marae Delegate may have his or her role as Trustee reviewed for breaching the Code of Conduct of the Rūnanga or is likely to bring the Rūnanga into serious disrepute, provided that before any such decision to terminate any membership is made:

a the Trustees shall seek independent legal advice;

b the Trustee, and the Hapū Marae which he or she represents (if a Delegate), is notified in writing by Trustees of its intention to review his or her membership on such grounds, not less than 7 days prior to the meeting at which the Trustees will undertake such review;

c the Trustee is provided with the opportunity at such meeting of the Trustees to explain and defend his or her conduct;

d the Hapū Marae which a Delegate represents has been provided with the opportunity to be heard by the Trustees; and

e any decision by the Trustees to terminate membership must be by a two thirds majority of the remaining Trustees provided that any Trustee whose conduct is in question is not entitled to vote.

2.20 **Effect of removal**

A Trustee removed from office in accordance with paragraph 2.19 (Termination of membership by trustees) or 2.18 (Termination of membership by Hapū Marae)2.20 shall cease to hold

office as Trustee immediately and shall not be entitled to be re-elected as a Trustee for a period of not less than three years following his or her removal.

2.21 **Replacement of Trustee**

The removal of a Trustee who is a Marae Delegate in accordance with paragraph 2.19 (Termination of membership by trustees) or 2.18 (Termination of membership by Hapū Marae) shall give rise to a casual vacancy which shall be filled in accordance with 2.14 (Vacancies) of Schedule 2 (Marae Delegates and Alternate Marae Delegates).

2.22 **Removal of Corporate Trustee**

A corporate trustee ceases to be the Trustee if:

h An Insolvency Event occurs in respect of the corporation;

i The corporation resigns in writing; or

j A Special Resolution is passed by Adult Te Rarawa Members at a General Meeting to remove the corporation, provided a new Trustee is appointed in its place.

Schedule 3 The Chairperson and Deputy Chairperson

1 Election of Chairperson

1.1 **Election**

A Chairperson shall be elected triennially by Hapū Marae vote at an Annual General Meeting or a Special General Meeting as may be determined by Trustees. The Chairperson shall be the nominee who receives the majority of the Marae Votes using a preferential voting system if there are more than two candidates;

1.2 **Entitlement of Hapū Marae**

Each Hapū 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 Hapū Marae is their Hapū Marae For Voting Purposes.

1.3 **Nominations**

The Rūnanga:

a must publish a notice calling for nominations for a Chairperson.

b must devise an Ideal Person Specification for the role of Chairperson which sets out the roles and responsibilities of the Chairperson.

1.4 **Notice**

The notice calling for nominations must:

a is published in 1 newspaper or otherwise as described in the Māori Fisheries Act from time to time; and

b and may also occur through the Rūnanga publications, its website, electronic media including television, and/or iwi or other radio stations; and

c be published no later than 4 calendar months and 3 Working Days before the meeting at which the election will be held; and

d 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

e 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 role of Chairperson;

ii the requirements for nominations as set out in paragraph 1.5 (Requirements for nominations) of this Schedule and

iii such other information as may be relevant.

1.5 **Requirements for nominations**

Nominations can only be submitted by Affiliated Adult Te Rarawa Members, provided that the nomination has been endorsed by one of the Hapū Marae.

A nomination must:

a include the nominee's full name, address, contact number, and the name of the Hapū Marae For Voting Purposes to which he or she is affiliated;

b include the signature of both the nominee and the nominator;

c a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Chairperson on the basis of one or other of the matters specified in paragraph 1.1 **(**Marae Delegate and Chairperson eligibility) of Schedule 2 (Marae Delegates and Alternate Delegates).

d be accompanied by a brief statement containing details of experience relevant to the position; and

e be sent to the Registered Office of the Rūnanga before the closing date specified in the notice calling for nominations.

1.6 The requirements in paragraph 1.4 apply to nominations for a Chairperson provided that the nomination must also include the name of the Hapū Marae which is endorsing that nomination.

1.7 **Compliance**

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 2 (Marae Delegates and Alternate Marae Delegates) must be complied with. Compliance with such notice and voting provisions is the responsibility of the Rūnanga

1.8 **Voting**

Adult Rarawa Members are entitled to participate in determining the Marae Vote for their Hapū Marae For Voting Purposes, as set out in paragraphs 1.9 (Eligibility of members) and 1.2 (Entitlement of Hapū Marae) of this Schedule.

1.9 **Eligibility**

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 Hapū Marae For Voting Purposes for which that Adult Te Rarawa Member is affiliated to; and

b on a Voting Paper; and

c received:

i by personal vote (not proxy) at the Special Meeting held by Trustees or the Election Meeting held by Hapū Marae;

ii by postal ballot (if requested) and received by the secretary of his or her Hapū 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 requesting an electronic ballot, if requested and made available, provided that any system of electronic voting shall comply with requirements for voting in the Māori Fisheries Act.

2 Determining Chairperson

2.1 Nominee with majority votes to be Chairperson

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. The Rūnanga 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.

2.2 One nominee

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.

2.3 Unable to elect Chairperson

Where a Chairperson has been unable to be elected in accordance with this Schedule:

a the Trustees may continue to act; and

b elections for a new Chairperson shall be held as soon as is appropriate and convenient and the election provisions under this Schedule shall apply, with the necessary modifications.

Where a vacancy for a Chairperson has arisen under paragraph 2.17 (Termination of office of Trustee) of Schedule 2, 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.

2.4 Role of Chairperson

The role of the Chairperson is to provide leadership and to preside over all Trustee meetings, all Annual General Meetings and all Special Meetings.

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 Marae Delegates present may appoint another Marae Delegate to undertake such functions.

3 Election of the Deputy Chairperson

3.1 Appointing Deputy Chairperson

The Trustees shall choose from amongst themselves one person to be appointed as Deputy Chairperson.

3.2 Cessation of office

Where the Deputy Chairperson has ceased to hold office under paragraph 2.17 (Termination of office of Trustee) of Schedule 2, or because he or she has become the Chairperson in accordance with paragraph 2.3 of this Schedule, a new Deputy Chairperson shall be chosen from amongst themselves by Trustees.

Schedule 4 Proceedings of Trustees

1 Trustees to regulate meetings

1.1 Trustees shall meet together for the dispatch of business, and may adjourn and otherwise regulate their meetings as they think fit, but not less frequently than four times in each year. Trustees may invite to such meeting whomever they may decide will assist with their deliberations.

2 Code of Conduct

2.1 The initial Code of Conduct adopted on or about the date of this Deed, which shall guide the behaviour of Trustees so as to avoid bringing the Rūnanga into disrepute.

2.2 Trustees may from time to time modify the Code of Conduct by a majority resolution of Trustees.

3 Notice of meeting

3.1 **Notice to Trustees**

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

3.2 **Content of notice**

Every notice of a meeting shall state the place, date and time of the meeting, and the subject-matter of the meeting.

3.3 **Waiver of notice**

The requirement for notice of a meeting may be waived if all the members who are at the time entitled to receive notice of a meeting give their written consent (including by way of electronic transmission) to such a waiver prior to or at the meeting.

3.4 **Meeting limited to notified business**

No business shall be transacted at any meeting of Trustees other than the business expressly referred to in the notice calling the meeting.

4 Quorum

A quorum shall be constituted at meetings of Trustees if there is one third of the Marae Delegates present at the meeting.

5 Proceedings at meetings

5.1 **Decisions by majority vote**

Unless stated otherwise in this Deed, any question arising at any meeting of Trustees shall, in the first instance, be attempted to be resolved by consensus of those Trustees present. Should consensus not be possible questions will be decided by a majority of votes of Trustees at the meeting.

In the event of an equality of votes, the Chairperson shall not have a second or casting vote.

5.2 **Chairperson**

The Chairperson shall take the chair at all meetings of the Marae Delegates. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present, then the Marae Delegates present shall elect one of their number to be Chairperson of the meeting.

5.3 **Vacancies**

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 of this Schedule, the continuing Trustees may act only for the for the purpose of advising of the relevant vacancy or vacancies and taking the steps necessary to procure the election of new Marae Delegates to fill any such vacancy or vacancies, so as to increase the number of Marae Delegates to that number, and for no other purpose.

5.4 **Defects in appointment**

All acts done by any meeting of the Trustees or of any sub-committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any sub-committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

6 Delegation by Trustees

6.1 **Trustees may delegate**

Subject to clause 6.2 (Limitations on delegations) of this Schedule, Trustees may from time to time as they think expedient for carrying out any of the purposes of the Rūnanga, delegate in writing, any one or more of their powers under this Deed to a sub-committee, Trustee, Chief Executive Officer or other person. Any sub-committee established to exercise powers under this Deed, must include at least one Trustee.

6.2 **Limitations on delegations**

a Trustees shall not delegate strategic governance of the Rūnanga to any sub-committee, individual Trustee, employee or other person.

c Unless expressly provided for within the delegation by Trustees, any sub-committee established under this paragraph shall not have decision-making powers and may only make recommendations to Trustees for approval.

6.3 **Trustees to remain responsible**

Notwithstanding the delegation by Trustees of any of their powers under paragraph 6.1 (Trustees may delegate) of this Schedule, the Trustees shall remain responsible for the

exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:

a believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Deed and the duties owed by the Trustees in the exercise of their office under this Deed; and

b have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.

6.4 **Regulation of procedure by sub-committees**

Subject to the provisions of this Deed, any sub-committee established by the Trustees may:

a with the prior approval of Trustees, co-opt any person to be a member of that sub-committee; and

b otherwise regulate its meetings as it sees fit.

6.5 **Requirements for delegations**

Trustees must ensure that:

a the term, extent and limits of any delegation are agreed to by a resolution of Trustees;

b that any resolution delegating powers contains clear procedures for the delegate to report back to Trustees on any action or decision taken as delegate; and

c it keeps an accurate and up to date record of all delegations made.

7 Written resolutions in lieu of meeting

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

8 Minutes

8.1 **Minutes to be kept**

8.2 The Trustees shall keep proper minutes of all decisions taken and business transacted at every meeting of the Trustees.

8.3 **Minutes to be evidence of proceedings**

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

8.4 **Minutes to be evidence of proper conduct**

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

9 Holding of meetings via electronic conferencing

For the purposes of this Deed the linking via telephone, video, computer or other means of electronic conferencing of a number of Trustees or sub-committee members who constitute a quorum shall be deemed to constitute a meeting of Trustees or the sub-committee members (as the case may be) so long as the following conditions are met:

a all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of an electronic conference meeting and to be linked for the purposes of such a meeting;

b throughout the electronic conference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;

c a participant in the electronic conference meeting may not leave the meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the electronic conference meeting unless he or she leaves the meeting with the Chairperson's express consent;

d a minute of the proceedings at the electronic conference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting; and

e all the provisions in this Deed relating to meetings shall apply to any such electronic conference meeting.

10 Form of contracts

10.1 Other contracts

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

10.2 Contracts pursuant to resolution

Notwithstanding anything to the contrary in this clause 10 (Form of Contracts) of this Schedule, no contract made by or on behalf of the Rūnanga shall be invalid by reason only that it is not made in the manner provided by this clause if it was made pursuant to a resolution of Trustees.

Schedule 5 Requirements for Plans and Reports of the Rūnanga

1 Requirements for Rūnanga strategic plan

A Rūnanga strategic plan prepared in accordance with clause 11.1a shall include:

a the long-term vision of the Rūnanga in respect of the matters referred to in paragraph 2 (Requirements for Annual Plan) of this Schedule; and

b an investment framework that provides guiding principles for the development of investment and distribution policies that the Rūnanga intends to follow in respect of the Trust Fund and Rūnanga Entities.

2 Requirements for Annual Plan

2.1 An annual plan prepared in accordance with clause 11.1b shall contain, in respect of that Financial Year, the following information:

a the objectives of the Rūnanga;

b the strategic vision of the Rūnanga for the Te Rarawa Group;

c the nature and scope of the activities proposed by the Rūnanga in the performance of the objects of the Trust;

d the means by which the Rūnanga will foster and maintain whanaungatanga and promote the social, economic, cultural and environmental advancement of Te Rarawa;

e the ratio of capital to total assets;

f the performance targets and measurements by which performance of the Te Rarawa Group may be judged;

g the manner in which it is proposed that projected income will be dealt with;

h any proposals for the activities of the Te Rarawa Group;

i any proposals for the ongoing management of the Trust Fund;

j the policy of the Rūnanga in respect of the sales and exchanges of Settlement Quota and the acquisition of shares in Aotearoa Fisheries Limited, including any changes in that policy from the policy for the previous year; and

k any proposal to change the constitutional documents of any Rūnanga Entity, including any fishing enterprise.

2.2 In developing an annual plan, the Trustees shall have regard to the vision and policies set out the Rūnanga strategic plan prepared in accordance with clause 11.1a.

3 Requirements for Annual Report

An Annual Report prepared in accordance with clause 12.1 (Preparation of annual report) shall be made available not less than 20 Working Days before an Annual General Meeting, that reports against the objectives set out in the annual plan for the previous year, and shall contain, in respect of that Financial Year, the following information:

a information on the steps taken by the Marae Delegates to increase the number of Te Rarawa Members; and

b a comparison of the Te Rarawa Group's performance against the Annual Plan;

c a balance sheet and income and expenditure statements and notes so as to give a true and fair view of the financial affairs of the Rūnanga and the Te Rarawa Group for that Financial Year. The Financial Statements shall include as a separate item:

i details of any remuneration or fees paid to any Marae Delegate or any Marae Delegate's firm and details of any premiums paid in respect of officer's indemnity insurance;

ii changes in the value of the Trust Fund;

iii profit distribution;

d details the sales and exchanges of Settlement Quota and Ordinary Shares in the previous Financial Year, including:

i. the quantity of Settlement Quota held by the Asset-Holding Company of the Rūnanga at the beginning of that year;

ii. the value of Settlement Quota sold or exchanged;

iii. the identity of the purchaser or other party to the exchange;

iv. any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the Settlement Quota;

v. the Settlement Quota interests that have been registered against the Quota Shares of the Rūnanga; and

vi. the value of Ordinary Shares sold, exchanged, or acquired.

e the interactions of the Rūnanga in fisheries matters, including:

i with other entities within Te Rarawa; and

ii with other Mandated Iwi Organisations; and

iii with Te Ohu Kai Moana Trustee Limited; and

iv with Aotearoa Fisheries Limited.

f any changes made to the constitutional documents of the Rūnanga or Rūnanga Entities; and

g a report on the benefits which have been received by Te Rarawa Members in association with the criteria of the Rūnanga for determining the allocation and distribution of such benefits.

4 Requirements for Plans and Reports for Rūnanga Entities

Statement of Intent for Rūnanga Entity

4.1 A statement of intent of a Rūnanga Entity shall be developed having regard to the Rūnanga strategic plan, and must:

a set out the Rūnanga Entity's vision, principles and long-term goals;

b the annual priorities of that Rūnanga Entity;

c annual income and expenditure budgets.

Five Year Plans for Rūnanga Entity

4.2 A five year plan of a Rūnanga Entity shall include:

a A review of the Rūnanga Entity's vision, principles and long-term goals in respect of the matters referred to in paragraph 2 (Requirements for Annual Plan) of this Schedule; and

b a framework that provides guiding principles for the development of investment and/or distribution policies that the Rūnanga Entity intends to follow over the next five year period.

Annual Report for Rūnanga Entities (not being an Asset Holding Company)

4.3 The annual report of any Rūnanga Entity (not being an Asset Holding Company) must contain the following information:

a the performance of that enterprise; and

b the investment of money of that enterprise; and

c the annual plan of that enterprise, including:

i the key strategies for the use and development of the assets held by that entity; and

ii the expected financial return on those assets; and

d any change to the percentage of the value of the Trust Fund that will be used in the definition of "Major Transaction"; and

e the criteria of the Rūnanga for determining how any benefits will be allocated and distributed amongst Te Rarawa Members.

Annual Report for Asset Holding Company

4.4 The annual report of every Asset Holding Company of the Rūnanga or any subsidiary of an Asset Holding Company that receives Fisheries Settlement assets must contain the following information:

a the performance of that enterprise; and

b the investment of money of that enterprise; and

c the annual plan of that enterprise, including:

i the key strategies for the use and development of the fisheries assets of the Rūnanga;

ii the expected financial return on those assets;

iii any programme to:

A manage the sale of annual catch entitlements derived from the Settlement Quota; or

B re-organise the Settlement Quota held by that enterprise by buying or selling or exchanging quota in accordance with the Māori Fisheries Act.

Schedule 6 Establishment of Rūnanga Entities

1 Requirements for constitutional documents

1.1 In establishing a Rūnanga Entity, Trustees shall ensure that the constitutional documents of a Rūnanga Entity require that:

a the Trustees shall have and retain the power to appoint and remove the directors, trustees or board members (as the case may be) of any Rūnanga Entity;

b where that Rūnanga Entity is established for the purpose of making commercial investments, a major transaction clause which would require shareholder or (as applicable) appointer approval of:

i the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Rūnanga Entity, the value of which is more than half of the value of the Rūnanga Entity's assets before the acquisition;

ii the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Rūnanga Entity, the value of which is more than half of the value of the Rūnanga Entity's assets before the disposition;

iii a transaction that has or is likely to have the effect of the Rūnanga Entity acquiring rights or interests or incurring obligations or liabilities the value of which is more than half of the value of the Rūnanga Entity's assets before the transaction;

iv the disposition of, or an agreement to dispose of, whether contingent or not, any Special Land by the Rūnanga Entity, or the removal of the status of Special Land from any Property of the Rūnanga Entity; or

v in respect of the approval of a transaction by a subsidiary Rūnanga Entity, where approval of that transaction is required by the constitutional documents of that Rūnanga Entity and the value that transaction is more than half of the value of the parent Rūnanga Entity's assets before the transaction;

vi the sale of Ordinary Shares;

vii a request that quota be treated as Settlement Quota;

viii the sale or rationalisation of Settlement Quota;

but would not apply to:

i any transaction entered into by a receiver appointed pursuant to an instrument creating a charge overall, or substantially all, of the Rūnanga Entity assets;

ii any disposition of Property or Special Land by the Rūnanga Entity, to any other Rūnanga Entity;

c in the case of a Rūnanga Entity

i maintains:

A a statement of intent setting out its long-term objectives and the general principles by which it proposes to operate, which shall be updated as required

by Trustees to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;

B in the case of a Rūnanga Entity that is a company, an annual plan setting out the steps to be taken in the relevant Financial Year to meet its five year planning objectives;

ii prepares and maintains a five year plan which sets out its medium-term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the statement of intent referred to in sub-paragraph 11.1 (Trustees to prepare policies and plans) of this clause;

iii provides reports to the Trustees each Financial Year in such form and with such detail as required by Trustees. Reports shall include a comparison of the performance of the Rūnanga Entity against the Rūnanga strategic plan;

d all statements of intent, five year plans and annual plans must be examined and approved by Trustees. For the avoidance of doubt, this includes any Asset-Holding Companies or a fishing enterprise, or a subsidiary of them as the case may be.

e the accounts of the Rūnanga Entity are to be audited on an annual basis.

1.2 where the Rūnanga Entity is an Asset-Holding Company or a fishing enterprise, or a subsidiary of them as the case may be, the constitutional documents of that Rūnanga Entity must also require that:

a the annual report includes:

i the investment of money of that entity;

ii the annual plan of that entity, including the key strategies for the use and development of the Fisheries Settlement Assets of Te Rarawa and the expected financial return on those assets, and as relevant, any programme to:

A manage the sale of annual catch entitlements (as defined in the Māori Fisheries Act) derived from the Settlement Quota held by that entity; and

B reorganise the Settlement Quota held by that entity by buying or selling Settlement Quota in accordance with the Māori Fisheries Act.

iii any proposal to change the constitutional documents of that entity.

b Marae Delegates must not comprise more that 40% of the total number of directors, trustees, or office holders of the Asset-Holding Company or a fishing enterprise, or a subsidiary of them as the case may be.

1.3 any proposal for the amendment of the constitutional documents of the Asset Holding Company or any fishing enterprise or any other Rūnanga Entity to the extent that it relates to a matter provided for in the Māori Fisheries Act, must:

a be consistent with that Act;

b may only be promoted if the amendment is put and passed at an Annual General Meeting or Special Meeting of the Rūnanga.

2 Other considerations

2.1 In establishing a Rūnanga Entity, Trustees may also consider whether the constitutional documents of a Rūnanga Entity should provide for:

a a requirement that the Rūnanga Entity shall be governed by its respective board and the role of the Rūnanga in respect of each Rūnanga Entity is limited to the exercise of the rights conferred on the Rūnanga as shareholder or (as applicable) appointer;

b a requirement as to the proportion or number of directors, trustees or board members who may also be Marae Delegates; and

c a requirement that the Rūnanga Entity has the ability to recognise and Special Land which may be held by the Rūnanga Entity, consistent with this Deed;

d a requirement that Trustees shall determine the remuneration payable to any directors, trustees or board members of any Rūnanga Entity or in accordance with a protocol agreed by the Rūnanga;

e a requirement that any directors, trustees or board members appointed by or at the direction of Trustees to any Rūnanga Entity do not act in a manner which brings or is likely to bring Te Rarawa, the Trustees, Marae Delegates or any Rūnanga Entity into disrepute;

f a requirement that within two calendar months after the completion of the first, second and third quarter of each Financial Year sends to the Trustees a report on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as Trustees may require from time to time); and

g a conflict-of-interest clause consistent with that included in this Deed.

Schedule 7 Information to Iwi Members

1 Information to Iwi Members

1.1 Any Adult Te Rarawa Member may request either at the time of registering on the Affiliation Database, or in writing that he or she wishes to receive:

a Private Notice of any Annual General Meeting or Special Meeting and/or Voting Papers relating to:

i the election of the Chairperson or the Marae Delegates; or

ii any amendment to this Deed in accordance with the requirements of section 18 of the Māori Fisheries Act or the constitutional documents of any subsidiary of the Rūnanga, including any Asset Holding Company or subsidiary of any Asset Holding Company; or

iii any proposed Major Transaction; or

iv a request for rationalisation of Settlement Quota; and

v the winding up of the Rūnanga in accordance with clause 24 (Winding up of the Rūnanga)

b subject to the right of the 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; and

v the current Deed;

vi other information that the Rūnanga considers relevant.

1.2 For the avoidance of doubt, the Rūnanga is not under any obligation to disclose any other information to 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.

Schedule 8 Voting Processes

1 Valid votes

1.1 At every Election Meeting, Annual General Meeting or Special Meeting, any votes cast under clause 8.12 (Voting) in order for a vote to be validly cast:

a the Rūnanga must, where the person is already affiliated as a Te Rarawa Member, record the membership number on the Voting Paper; and

b the Adult Te Rarawa Member casting the vote must:

i ensure that he or she is affiliated; and

ii 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;

c 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 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 4 (Applications for affiliation) of Schedule 1 (Membership and Identification).

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.

2 Secret Ballots

2.1 Any votes cast under 8.12 (Voting) 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 paragraph 1.1c of this Schedule.

3 Eligible Voters

3.1 **Eligibility to vote**

All Adult Te Rarawa Members shall be eligible to vote on any of the following matters:

a Any matter in this Deed which requires a Special Resolution;

b The election of Marae Delegates (and, if applicable, Alternate Marae Delegates) in accordance with paragraph 2.11 (Voting) of Schedule 2; or

c The election of the Chairperson in accordance with paragraph 1.9 (Eligibility) of Schedule 3; or

d other matters where this Deed expressly empowers Adult Te Rarawa Members to vote.

3.2 **Receipt of votes**

Any votes cast under paragraph 2.11 (Voting) of Schedule 2, paragraph 1.9 (Eligibility) of Schedule 3, requiring a Special Resolution or classified as a Major Transaction shall be on a Voting Paper and shall be received:

a by personal vote (not proxy) at an Annual General Meeting or Special Meeting; and

b by postal ballot, if requested, 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 Māori Fisheries Act