

Te Rūnanga o Te Rarawa

CONSTITUTION

PACIFIC LAW
BARRISTERS & SOLICITORS
22/33 TARANAKI ST • PO BOX 27400
WELLINGTON • NEW ZEALAND
Phone: 04 3841304 or O27 5269282

RATIFIED 19 July 2006

AMENDED 2010

TE RUNANGA O TE RARAWA

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

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

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

Traditional Boundaries of Te Rarawa Iwi
Te Rarawa Iwi encompass the areas beginning from Hokianga, eastwards following the Hokianga River to Mangataipa, situated at the base of Maungataniwha. Northwards along the ranges of Raetea to Takahue and following down the 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, Owhata and Whangape and down the coastline to Mitimiti and back to Hokianga, being the southern boundary of Te Rarawa Iwi.

INTRODUCTION

A. This amended Constitution empowers Te Runanga o Te Rarawa to act as the principal governance body to administer the affairs of Te Rarawa, including:

(a) acting as the Mandated Iwi Organisation of Te Rarawa for the purposes of the Maori Fisheries Act 2004;

(b) acting as the Iwi Aquaculture Organisation for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004;

(c) to receive the Te Rarawa Treaty of Waitangi historical claim settlement; and

(d) to receive any other settlements or resources that Te Rarawa may, from time to time, be entitled to.

B. This Constitution sets out the functions and purposes, and provides for the control, governance, and operation of Te Runanga o Te Rarawa.

C. The Trustees shall forthwith after the ratification of these documents file an application to amend the existing trust under the name Te Runanga O Te Rarawa as required under the provisions of the Charitable Trusts Act 1957. The Trustees shall also apply to the Charities Commission for registration as required by the Charities Act 2005.

D. After the Constitution has been amended, the Trustees will file an application with the Inland Revenue Department for continued exemption from the payment of taxes and duties imposed by the various Revenue Acts of Parliament in New Zealand.

E. The Trustees shall require Te Runanga o Te Rarawa to adopt this Constitution as the Constitution for Te Runanga o Te Rarawa.

F. The Trustees shall have the power to register this Constitution under any other form of trust or appropriate legal entity in the future subject to the necessary approvals being obtained at an AGM or Special Meeting.

TABLE OF CONTENTS

Page number

1.0 CREATION OF TRUST 5
Declaration of Trust 5
Name of Trust 5
2.0 KAUPAPA/PURPOSES 5
Purposes 5
Incidental Purposes – General 5
Incidental Purposes – Fisheries Settlement 6
Incidental Purposes – Aquaculture Settlement 8
No Non-charitable Objects and Purposes 9
3.0 MEMBERSHIP OF BOARD AND EXECUTIVE 9
Board of Trustees 9
Delegates and Alternate Delegates 10
Chairperson 12
Deputy Chairperson 14
Executive 14
Termination of Membership 15
4.0 BOARD POWERS AND MANAGEMENT OF TE RUNANGA 17
Board Powers 17
Registered Office 18
Powers of Delegation 18
Trustee Meetings 19
Secretary 20
Common Seal 20
Accounts and Audit 20
Reliance on Advice 21
Disclosure of Interest 21
Definition of Interested Trustee 21
Interests in Common with Hapu 22
Recording of Interest 22
No Private Pecuniary Profit 22
Appointment and Removal of Custodian Trustee 23
5.0 IWI MEMBERS 24
6.0 IWI REGISTER 24
Member's Register 24
Trustees May Decline to Register, or Remove a Person From the Members' Register 26
Registration as a Member of Te Rarawa 27
Process When Registration Declined or Removed 27
De-registration by Member of Te Rarawa 27
Re-registration by Member of Te Rarawa 27
Notice Not Necessary 28
7.0 MEETINGS AND REPORTING OBLIGATIONS 28
Reporting Responsibilities 28
Annual General Meeting 28
Special Meetings 30
Quorum 31
Resolutions 31
No derogation from purposes 32
8.0 ASSET HOLDING COMPANY AND FISHING ENTERPRISE 33
Te Runanga Must Hold an Asset Holding Company 33

Establishment of Fishing Enterprise 34
Requirements of Constitution 34
Iwi Aquaculture Organisations: Commercial Aquaculture Activities 35
9.0 MAJOR TRANSACTIONS 35
Requirements 35
Notice to Members 35
Income Shares and Settlement Quota 35
10.0 DISPUTES PROCEDURE 36
Disputes Relating to Matters Arising Under the Maori Fisheries Act 36
Registration Disputes 36
Other Disputes 37
11.0 WINDING UP OF TRUST 37
12.0 ALTERATION OF TERMS OF CONSTITUTION 38
Changes to the Constitution 38
Changes to the Constitution to Add New Te Rarawa Affiliated Marae 38
Changes to the Constitutions of Corporate Entities 39
Notification to Members of Te Rarawa 39
13.0 RESETTLEMENT 40
Power to Resettle 40
Perpetuities 40
14.0 LIABILITIES OF TRUSTEES AND EXECUTIVE 40
15.0 VOTING PROCEDURE 40
16.0 INFORMATION TO IWI MEMBERS 40
17.0 INTERPRETATION 41

SCHEDULE ONE: DEFINITIONS 42

SCHEDULE TWO 46

SCHEDULE THREE: Voting Requirements 48
Valid votes 48
Secret Ballots 48
Eligible Voters 49

SCHEDULE FOUR: Definition of Major Transaction 50

1.0 CREATION OF TRUST

Declaration of Trust

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

Name of Trust

1.2 The Trust shall be called **Te Runanga O Te Rarawa ("Te Runanga").**

2.0 KAUPAPA/PURPOSES

Purposes

2.1 The purposes for which Te Runanga is established is to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Te Rarawa, whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Te Rarawa and all Te Rarawa Members, irrespective of where those members reside and for every such Charitable Purpose benefiting Maori who are not members of Te Rarawa, and members of the community generally.

Incidental Purposes – General

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

(a) foster and maintain whanaungatanga and promote the social, economic, educational and environmental advancement of Te Rarawa, including Nga Hapu and Nga Whanau o Te Rarawa, within a cultural context appropriate to Te Rarawa;

(b) foster wellbeing and promote a sense of belonging to Te Rarawa encompassing the principle of Mana Whenua;

(c) foster wellbeing and promote a sense of belonging for all people who live within Te Rohe o Te Rarawa, including people who do not descend from Te Rarawa Tupuna;

(d) fulfil the aspirations of Te Tiriti o Waitangi, including promoting self-determination, and the development of Nga Hapu o Te Rarawa and Te Rarawa Affiliated Marae within Te Rohe o Rarawa;

(e) on behalf of Te Rarawa, to relay the concerns of Nga Hapu and Nga Whanau o Te Rarawa and Te Rarawa Affiliated Marae to the Crown and to both local and central government agencies;

(f) represent Te Rarawa, Nga Hapu and Nga Whanau o Te Rarawa and Te Rarawa Affiliated Marae claimants in their dealings with the Crown and seek to achieve settlements with the Crown for all rights and grievances, both historical and contemporary;

(g) provide a regular forum for the discussion of issues affecting Te Rarawa (including issues affecting Nga Hapu and Nga Whanau o Te Rarawa and

Te Rarawa Affiliated Marae) to ensure their needs and aspirations are understood;

(h) promote the development of Nga Hapu o Te Rarawa and Te Rarawa Affiliated Marae and their organisations on behalf of their whanau members;

(i) establish broad iwi policy to address the needs of Te Rarawa, including the specific concerns of Te Rarawa Affiliated Marae and Nga Hapu and Nga Whanau o Te Rarawa;

(j) devise, maintain and implement a long-term Strategic Iwi Development Plan;

(k) devise Annual Plans and Annual Reports to promote the continual future growth of Te Rarawa;

(l) monitor Te Runanga's operational outputs and long-term outcomes;

(m) exercise strategic governance and provide financial oversight over all of Te Runanga's affairs, including over any subsidiary entities and over assets received from the Fisheries Settlement, the Aquaculture Settlement, and any other settlements or resources that Te Rarawa may from time to time be entitled to;

(n) establish and maintain a cohesive and collaborative leadership within Te Rarawa;

(o) liaise with government and other agencies to facilitate improvements in the provision of services for Maori;

(p) gain an equitable share of government funding allocated for services in Te Rohe o Te Rarawa to achieve the desired improvements in Maori well-being;

(q) further any other objects that are for the relief and assistance of those who are needy, poor, sick or infirm, and such other objects as are for the time being exclusively charitable according to the law of Aotearoa/New Zealand;

(r) directly receive and hold, on behalf of Te Rarawa, on the trusts set out in this Constitution, any settlement assets or resources, including, historical and contemporary Treaty of Waitangi and historical and contemporary customary rights settlement assets or resources; and

(s) perform any other functions provided for, by or under any enactment or otherwise, so long as the charitable status of Te Runanga is not adversely affected.

Incidental Purposes – Fisheries Settlement

2.3 Incidental to, and to give effect to the purposes set out in clause 2.1, and in particular relation to the Fisheries Settlement, the Trustees shall:

(a) directly receive and hold, on behalf of Te Runanga on the trusts set out in clause 2.1, Assets allocated and transferred, and grants made to Te Rarawa by Te Ohu Kai Moana Trustees Limited, other than assets referred to in section 16(1)(c) of the Maori Fisheries Act (which are to be transferred to an Asset Holding Company);

(b) receive distributions from Te Putea Whakatupu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Maori Fisheries Act and to hold those distributions on the trusts set out in clause 2.1 or on such other trusts as are required in order to ensure that a distribution to Te Runanga by either of those companies would be within the purposes for which those companies hold their funds and make those distributions but not in a manner that could adversely affect the charitable status of Te Runanga;

(c) if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:

(i) claims under section 11 of the Maori Fisheries Act;

(ii) the allocation of -

(aa) harbour quota under section 143 of the Maori Fisheries Act; and

(bb) freshwater quota under section 148 of the Maori Fisheries Act;

(d) establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 2.1;

(e) establish one or more Asset Holding Companies that, in each case:

(i) is wholly owned by Te Runanga;

(ii) is separate to the companies referred to in sub-paragraph (d);

(iii) performs the function and complies with the requirements set out in sections 16 to 18 of the Maori Fisheries Act; and

(iv) performs any other function, so long as it is consistent with sections 16 to 18 of the Maori Fisheries Act,

and hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 2.1;

(f) perform the functions provided for, by or under the Maori Fisheries Act in respect of a Mandated Iwi Organisation, in a manner consistent with that Act;

(g) represent Te Rarawa by voting at any meeting convened under:

(i) clause 1 or clause 6 of Schedule 8 to the Maori Fisheries Act, to appoint or remove a member or alternate member of Te Kawai Taumata;

(ii) section 117 of the Maori Fisheries Act, implemented in accordance with clause 1 of Schedule 8 to that Act, to appoint a member of a committee of representatives;

(h) exercise strategic governance over:

(i) its Asset Holding Companies, any subsidiary of an Asset Holding Company, and any Fishing Enterprise; and

(ii) the process to examine and approve annual plans that set out:

(aa) the key strategies for the use and development of fisheries assets of Te Rarawa;

(bb) the expected financial return on those assets;

(cc) any programme to:

1) manage the sale of annual catch entitlements derived from the Settlement Quota held by Te Runanga's Asset Holding Companies or their subsidiaries; and

2) reorganise the Settlement Quota held by Asset Holding Companies or their subsidiaries, in the buying and selling of Settlement Quota in accordance with the Maori Fisheries Act,

but not in such a manner as shall result in Te Runanga or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause 2.3(h) or any other provision of this Constitution prevent Te Runanga or any subsidiary of Te Runanga from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purpose in clause 2.1; and

(i) perform other functions provided for, by or under the Maori Fisheries Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of Te Runanga.

Incidental Purposes – Aquaculture Settlement

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

(a) directly receiving and holding, on behalf of Te Rarawa, Aquaculture Settlement Assets allocated by Te Ohu Kai Moana Trustee Limited in accordance with the Aquaculture Settlement Act; and

(b) entering into aquaculture agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets;

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

No Non-charitable Objects and Purposes

2.6 The objects and purposes of Te Runanga shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of Aotearoa/New Zealand and, without derogating from clauses 12.1(d) or 13, the powers of the Trustees and purposes of Te Runanga shall be restricted accordingly and limited to Aotearoa/New Zealand. In the event of any conflict between clauses 2.1 and 2.2 – 2.5, the provisions of clause 2.1 shall prevail.

3.0 MEMBERSHIP OF BOARD AND EXECUTIVE

Board of Trustees

3.1 The Board will comprise:

(a) 1 Delegate from each Hapu Marae, who shall be elected by Adult Te Rarawa Members at elections held at Hapu Marae in accordance with the procedures set out in clauses 3.4 – 3.18 of this Constitution; and

(b) 1 Chairperson, who shall be elected by Adult Te Rarawa Members at elections held in accordance with the procedures set out in clauses 3.22 – 3.31 of this Constitution; and

(c) 1 Deputy Chairperson (who shall be one of the Delegates) appointed in accordance with the procedures set out in clause 3.36;

except that:

those persons who are trustees at the time that this Constitution is ratified shall remain in office until elections for new Trustees, held in accordance with clauses 3.4 – 3.18 of this Constitution, have been held provided that such elections must not be held later than:

(d) 1 year after the date of this Constitution, or

(e) 6 months after the date upon which the recognition of Te Runanga as the Mandated Iwi Organisation of Te Rarawa is recorded under section 13(1)(b) of the Maori Fisheries Act.

3.2 Delegates, Alternate Delegates and the Chairperson:

(a) must be Registered Adult Te Rarawa Members;

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

(c) shall have the right to be re-elected after the expiry of any given 3 year term.

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

Delegates and Alternate Delegates

3.4 Each Hapu Marae shall elect 1 Delegate.

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

3.6 The Board must publish a notice calling for nominations for 1 Delegate for each Hapu Marae.

3.7 The Board shall devise an Ideal Person Specification for Delegates.

3.8 The notice calling for nominations must:

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

(b) be published no later than 2 calendar months and 5 Working Days before the Hapu Marae's Election Meeting; and

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

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

(i) a copy of the Ideal Person Specification for Delegates;

(ii) the requirements for nominations as set out in clauses 3.10 and 3.11;

(iii) the information contained in clause 3.5; and

(iv) such other information as may be relevant.

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

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

3.11 A nomination:

(a) must include the nominee's full name, address, contact number, and the name of the Primary Hapu Marae which he or she is registered at;

(b) must include the signature of both the nominee and the nominator;

(c) must include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of the matters specified in clause 3.50(f) – (h);

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

(e) must be sent to the Registered Office of Te Runanga before the closing date specified in the notice calling for nominations.

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

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

3.14 All Adult Te Rarawa Members shall be eligible to cast a vote in the election of the Delegate (and Alternate Delegate) for the Primary Hapu Marae at which they are registered at in accordance with clauses 6.11 and 6.1(c), or for which he or she, or his or her Te Rarawa spouse, can whakapapa to, and any votes cast shall be on a Voting Paper and shall be received:

(a) by personal vote (not proxy) at the Election Meeting of his or her Hapu Marae; or

(b) by postal ballot and received by the secretary of his or her Hapu Marae before 5pm on the Working Day before the day on which the personal votes will be cast; or

(c) by electronic voting, if made available, provided that any system of electronic voting shall comply with requirements for voting in the Maori Fisheries Act.

3.15 All valid votes cast will be counted using a Preferential Voting System. The Board must ensure that the casting of votes at each Hapu Marae is facilitated and led by a returning officer and shall provide each returning officer with detailed information on the manner in which the Preferential Voting System is to operate. The nominee with the most votes shall be the Delegate and the nominee with the second highest votes shall be the Alternate Delegate.

3.16 Where a Hapu Marae receives only one valid nomination, there shall be no requirement to hold elections and that nominee shall automatically be the Delegate for that Hapu Marae.

3.17 Each Hapu Marae must notify Te Runanga of the results of the elections for a Delegate and an Alternate Delegate, immediately after such results are known. Te Runanga will prepare these results for announcement of the new Trustees at its Relevant AGM or next Special Meeting.

3.18 At the Relevant AGM or next Special Meeting of Te Runanga, the Delegates and the Alternate Delegates for each Hapu Marae will be announced, provided that, for any

given Hapu Marae, should there not be sufficient nominees to enable the appointment of an Alternate Delegate, the position of Alternate Delegate shall remain vacant.

3.19 Where any of the Hapu Marae have been unable to elect a Delegate in accordance with clauses 3.4 – 3.17, or where a Delegate vacancy has arisen under clause 3.50(b) – (h), or where a Delegate has been elected to the position of Chairperson, the Board may continue to act.

3.20 The Alternate Delegate shall, where there is a Delegate vacancy relevant to the Hapu Marae which he or she represents, be registered as the new Delegate for that Hapu Marae, and the relevant Hapu Marae may, at an AGM or a Special Meeting, elect a Delegate and/or an Alternate Delegate, provided that clauses 3.4 – 3.17 will apply, with the necessary modifications.

3.21 The Trustees, whilst elected on a Hapu Marae basis, shall work collaboratively in the interests of all Te Rarawa Members irrespective of where those Members reside, and are subject to all other Trustee obligations that arise at law.

Chairperson

3.22 A Chairperson shall be elected triennially at a Special Meeting to be held in October or such other month as may be determined by the Board. The Chairperson shall be the nominee who receives the majority of the Marae Votes – Te Rarawa Members are entitled to participate in determining the Marae Vote for the Primary Hapu Marae for which they can whakapapa to, as set out in clauses 3.29 – 3.30.

3.23 The Board must publish a notice calling for nominations for a Chairperson.

3.24 The Board shall devise an Ideal Person Specification for the Chairperson.

3.25 The notice calling for nominations must:

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

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

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

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

(i) a copy of the Ideal Person Specification for the Chairperson;

(ii) the requirements for nominations as set out in clauses 3.26 and 3.11; and

(iii) such other information as may be relevant.

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

3.27 The requirements in clause 3.11 apply to nominations for a Chairperson provided that the nomination must also include the name of the Hapu Marae which is endorsing that nomination.

3.28 In relation to the election of the Chairperson, both Public Notice and Private Notice of voting, voting requirements and all other electoral processes set out in Schedule 3 of this Constitution must be complied with. Compliance with such notice and voting provisions is the responsibility of the Board.

3.29 All Adult Te Rarawa Members shall be eligible to cast a vote for any of the nominees for the position of Chairperson and any votes cast shall be:

(a) used to determine the Marae Vote for the Primary Hapu Marae for which that Adult Te Rarawa Member is registered at in accordance with clauses 6.11 and 6.1(c), or for which he or she, or his or her Te Rarawa spouse, can whakapapa to; and

(b) on a Voting Paper; and

(c) received:

(i) by personal vote (not proxy) at the Special Meeting held by the Board;

(ii) by postal ballot and received by the secretary of his or her Hapu Marae or the Secretary of the Runanga before 5pm on the Working Day before the day on which the personal votes will be cast; or

(iii) by electronic voting, if made available, provided that any system of electronic voting shall comply with requirements for voting in the Maori Fisheries Act.

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

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

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

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

(a) the Board may continue to act; and

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

where a vacancy for a Chairperson has arisen under clause 3.50(b) – (h):

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

3.34 The role of the Chairperson is to provide leadership and to preside over all Board and Executive meetings.

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

Deputy Chairperson

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

3.37 Where the Deputy Chairperson has ceased to hold office under clause 3.50 (b) – (h), or because he or she has become the Chairperson in accordance with clause 3.33(c), a new Deputy Chairperson shall be chosen from amongst themselves by the Board.

Executive

3.38 As soon as is practicable after they have been elected, the Trustees must elect and appoint an Executive. The Executive shall have the status of a sub-committee whose powers and term shall be determined by the Trustees in accordance with the delegations provisions set out under clauses 3.45 – 3.46.

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

(a) up to 6 Delegates, elected by the Board, for their experience, skills and knowledge of iwi development and tikanga Te Rarawa, one of whom will be the Deputy Chairperson chosen in accordance with clause 3.36;

(b) the Chairperson; and

(c) any other members co-opted in accordance with the procedures set out in clause 3.47;

(d) except that:no persons who are Rūnanga Employees may be a member of the Executive.

3.40 The Board shall devise an Ideal Person Specification for Executive members and ensure that each Hapu Marae has a copy of it prior to the publication of the notice calling for nominations.

3.41 A nomination for a Delegate on the Executive may only be made by another Delegate or Delegates, provided that any Delegate who makes a nomination must first consult with the Hapu Marae which he or she represents.

3.42 All Trustees shall be eligible to cast a vote in the election of Delegates to the Executive, provided that each Trustee has consulted his or her Hapu Marae about who to vote for prior to casting a vote.

3.43 All valid votes cast will be counted using a Preferential Voting System.

3.44 The role of the Executive shall be to undertake those functions and exercise those powers delegated to it by the Board.

3.45 Any resolution appointing members of the Executive (including any co-opted members) shall include the following:

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

(b) the term of the appointment of the Executive member or members, provided that no Trustee shall be appointed for a period not coinciding with his or her elected term; and

(c) such other details as may be considered necessary.

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

3.47 The Board shall have the power to co-opt up to two non-voting members on to the Executive to provide for balance, additional skills and experience, or for a specific purpose or time period.

3.48 The quorum necessary for the transaction of the business of the Executive shall be 3 Executive members excluding members co-opted in accordance with clause 3.47. Where there is any vacancy in the Executive, a new Executive member shall be elected and appointed in accordance with clauses 3.40 – 3.46, with the necessary modifications.

3.49 The Executive, whilst recognising the aspirations and rangatiratanga of each Te Rarawa Affiliated Marae, shall work collaboratively in the broadest interests of Te Rarawa.

Termination of Membership

3.50 A person will immediately cease to be a Trustee or Executive member if she or he:

(a) shall have been in office for more than 3 years since his or her election or appointment;

(b) resigns in accordance with clause 3.52;

(c) is removed from the Board or Executive in accordance with clause 3.53;

(d) does not attend 3 consecutive meetings without leave of absence or adequate explanation;

(e) dies;

(f) is of unsound mind, or becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee or Executive member;

(g) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or

(h) is or has ever been convicted of an offence:

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

(ii) under section 373(4) of the Companies Act 1993; or

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

(iv) of a serious violent nature against another person.

3.51 The Trustee or Executive member concerned shall cease to hold office:

(a) in a case where subparagraph 3.50(a) applies, from the end of the day 3 years after the date on which that Trustee or Executive member was last elected or appointed to office;

(b) in a case where subparagraph 3.50(c) applies, from the date at which the Board notifies the Trustee or Executive member of its decision to terminate his or her membership;

(c) in a case where subparagraph 3.50(d) applies, from the date of the first meeting of Trustees or Executive members after that Trustee or Executive member's third consecutive absence without leave, provided that that Trustee or Executive member, shall be given an opportunity to explain his or her absenteeism;

(d) in cases where subparagraph 3.50(e)-(h) apply, from the date on which the Board was notified in writing of the relevant fact, together with such evidence as the Board may reasonably require, including evidence of the Trustee or Executive Member's criminal history.

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

3.53 Any Trustee or Executive member may have his or her membership of the Board or Executive reviewed for conduct which is incompatible with the purposes and objects of Te Runanga or is likely to bring Te Runanga into serious disrepute, provided that before any such decision to terminate any membership is made:

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

(b) the Trustee or Executive member is provided with the opportunity at such meeting of the Board to explain and defend his or her conduct;

(c) the Hapu Marae which a Delegate represents has been provided with the opportunity to be heard by the Board; and

(d) any such decision made by the Board must be by a two thirds majority of the Trustees provided that any Trustee whose conduct is in question is not entitled to vote.

4.0 BOARD POWERS AND MANAGEMENT OF TE RUNANGA

Board Powers

4.1 To achieve the purposes for which Te Runanga is established, the Board (or its delegated officers) may exercise all or any of the following powers:

(a) in the administration, management and investment of the Trust Fund, all the rights, powers and privileges of a natural person;

(b) subject always to the trusts imposed by this Constitution, the Trustees may deal with, the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund, and, for the avoidance of doubt, subject to the Maori Fisheries Act and the Aquaculture Settlement Act, the acquisition and disposition of settlement Assets, Income Shares and Settlement Quota;

(c) accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatsoever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees, provided that the exercise of any powers to borrow or raise money or to give securities and guarantees must be subject to clause 9 ("Major Transactions") and the adoption of relevant policy by the Board;

(d) except as otherwise expressly provided by this Constitution, the Trustees may exercise all the powers and discretions vested in the Trustees by this Constitution in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;

(e) to purchase, take on, lease, take in exchange, hire, receive as a gift, or otherwise acquire any real, personal or other property whatsoever and any rights or privileges which the Trustees may think necessary or convenient for any of the purposes contained in clause 2;

(f) to lease, let or grant the use of land and/or buildings or parts thereof held by Te Runanga on limited terms for any lawful purpose in furtherance of any of the purposes contained in clause 2;

(g) subject to clause 9 ("Major Transactions") and the adoption of relevant policy, to engage in any business or transaction capable of being conducted so as to directly or indirectly benefit Te Runanga and for that purpose to take or otherwise acquire, hold and dispose of shares in any company or other entity;

(h) to enter into any arrangement with government agencies or territorial authorities in furtherance of any of the purposes contained in clause 2 and to obtain from any such agencies or authorities any rights, privileges and concessions that the Trustees may consider desirable;

(i) to contract (and subcontract) for the delivery of services, the provision of policy advice, and the evaluation, audit, and monitoring of contracts and service delivery;

(j) to appoint directors to any subsidiary entity of Te Runanga, including any Asset Holding Company;

(k) to appoint, remunerate and dismiss professional advisers, agents and officers or employees for such remuneration as the Trustees may think fit;

(l) to collect and raise funds by all lawful means and to solicit, receive and enlist financial or other aid subsidies or grants from any individual or entity, including, the New Zealand Government, any local authority, government agency, runanga or any international or local organisation;

(m) to adopt such means of making known the activities and objects of Te Runanga as may seem expedient, including, by advertising in the press, electronically, by circular, periodicals, books, brochures, maps and any printed and illustrative material whatsoever;

(n) to print, publish, distribute and sell any books, articles, research, monographs, pictures, photographs, maps and any other works upon such terms and conditions agreed with the authors thereof as the Trustees may think fit and to commission and make grants to authors at the Trustees discretion;

(o) to make such charges for admission to any property held by Te Runanga and to exhibitions, displays, lectures, films and other educational services arranged by the Trustees as they may deem reasonable;

(p) to support, subscribe to, establish or aid in the establishment and support of associations, institutions, provident and benefit funds, trusts, organisations, societies or clubs, churches and individuals thereof which may be charitable and in any way for the benefit of Te Runanga or which may be connected with any place where Te Runanga carries on any business operation or activity or in furtherance of any of the purposes contained in clause 2;

(q) to elect an Executive and appoint such other subcommittees as it determines desirable and to delegate powers and duties to the Executive and/or other subcommittees, provided that such delegations meet the requirements set out in clauses 4.3 – 4.8; and

(r) to engage in any other business or transaction, capable of being lawfully conducted for the charitable purposes and objectives of Te Runanga.

Registered Office

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

Powers of Delegation

4.3 The Board may, where it deems appropriate to do so, delegate, in writing, to any sub-committee formed by the Board (including the Executive), any subsidiary or Asset Holding Company, any Trustee, or a person holding the position of Chief Executive of Te Runanga, such of the powers of the Board as the Trustees may decide, provided that the Trustees must not delegate strategic governance.

4.4 Any person, committee or entity acting under delegated power shall act in accordance with the terms of this Constitution and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.

4.5 The Trustees may revoke wholly or partly any delegation of their powers at any time whatsoever.

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

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

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

Trustee Meetings

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

4.10 Except as otherwise expressly provided under this Constitution, any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.

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

4.12 Except as otherwise expressly provided under this Constitution, a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.

4.13 Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted. The notice requirement in this clause may be waived by a resolution of all the Trustees.

4.14 The quorum for a meeting of Trustees shall be one third of the Trustees.

4.15 The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the quorum fixed by clause 4.14, the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a Special Meeting.

4.16 The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of clauses 4.9 – 4.18 (as to meetings of the Trustees) shall apply to such meetings provided the following conditions are met:

(a) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;

(b) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;

(c) at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;

(d) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;

(e) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.

4.17 Minutes of the proceedings of all meetings of the Trustees shall be recorded in the form of minutes held in a formal Minute File to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson is certified to that effect.

4.18 The Minute File shall be available for inspection by Trustees at all reasonable times. The Minute File may be held in printed or electronic format.

Secretary

4.19 The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of Te Runanga.

Common Seal

4.20 The Common Seal of the Board will be kept in the custody and control of the Secretary, or such other officer appointed by the Board.

4.21 When required, the Common Seal will be affixed to any document following a resolution of the Board and will be signed by the Chairperson, and one other Trustee appointed by the Board.

Accounts and Audit

4.22 The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons as the Trustees may decide.

4.23 The Trustees shall cause proper records to be kept, in such manner as the Trustees may decide, for each financial year, with full, true and complete accounts of the affairs and transactions of Te Runanga and of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of Te Runanga. The accounts of Te Runanga shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed annually in that capacity by a majority of the Trustees.

4.24 Nothing in clauses 4.22 – 4.23 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

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

(a) an employee of Te Runanga whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;

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

(c) a sub-committee appointed and acting in accordance with clauses 4.3 – 4.8.

4.26 Clause 4.25 applies only if the Trustee:

(a) acts in good faith;

(b) makes proper inquiry where the need for inquiry is indicated by the circumstances; and

(c) has no knowledge that such reliance is unwarranted.

Disclosure of Interest

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

Definition of Interested Trustee

4.28 A Trustee or Executive member will be interested in a matter if the Trustee or Executive member:

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

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

(c) is a director, officer or Trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by Te Runanga or any subsidiary of Te Runanga;

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

(e) is otherwise directly or indirectly interested in the matter.

Interests in Common with Hapu

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

Recording of Interest

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

No Private Pecuniary Profit

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

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

(b) Te Runanga may pay reasonable remuneration to any Trustee, Executive member, consultant, contractor or officer or employee of Te Runanga in return for services actually rendered to Te Runanga (including the provision of services as Trustee);

(c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;

(d) any Trustee or Executive member may retain any remuneration properly payable to that Trustee or Executive member by any entity with which Te Runanga may in any way be concerned or involved for which that Trustee or Executive member has acted in any capacity whatsoever, notwithstanding that that Trustee or Executive member's connection with that entity is in any way attributable to that Trustee or Executive member's connection with Te Runanga;

provided that:

(i) before any such reimbursement paid to a Trustee or Executive member may be regarded as properly incurred by that Trustee or Executive member or any such remuneration paid to a Trustee or Executive member may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of the Board;

(ii) the Trustees must disclose in their Annual Report next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:

(aa) the amount received by each Trustee or Executive member or any firm or entity;

(bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended; and

(cc) the method of calculation of the reimbursement, remuneration or charge.

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

(a) a Trustee or Executive member;

(b) a shareholder or director of any company by which any business of Te Runanga is carried on;

(c) a settlor or a Trustee of any trust that is a shareholder of any company by which any business of Te Runanga is carried on;

(d) any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.27 – 4.29,

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

4.33 The Trustees shall require that clauses to the same effect as clauses 4.27 – 4.33 of this Constitution be included in the constitution of every subsidiary of Te Runanga, including every Asset Holding Company or Fishing Enterprise or any subsidiary of any of them.

Appointment and Removal of Custodian Trustee

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

5.0 IWI MEMBERS

5.1 Te Rarawa is made up of a number of hapu, each of which descends from identified Tupuna. Nga Hapu o Te Rarawa are able to identify the Tupuna in each rohe from whom they derive ancestral and customary rights of mana whenua, and the historical associations and linkages to Te Rarawa of the various whanau and hapu.

5.2 Any person who can whakapapa directly to a Hapu Marae within Te Rohe o Te Rarawa, regardless of where they reside, is eligible to be a registered Te Rarawa Member.

5.3 It is the tikanga of Te Rarawa that the Spouse of any Registered Te Rarawa Member is eligible to be a Registered Te Rarawa Member. A Spouse may only register with the Primary Hapu Marae that his or her Te Rarawa spouse is registered at and if so registered is entitled to the same rights that any other Registered Te Rarawa Member is entitled to. The eligibility of a Spouse to be a Registered Te Rarawa Member is subject to the continued approval of his or her Te Rarawa spouse, so long as:

(a) at any given time, that approval is for only one Spouse at a time; and

(b) where a Spouse survives his or her Te Rarawa spouse he or she shall be deemed to have the continued approval of his or her Te Rarawa spouse if, in the opinion of the Trustees, such approval appeared likely to have been given before the death of that Te Rarawa spouse.

5.4 Tamariki/Tangata Atawhai, either by formal legal adoption or customary adoption, and their descendants shall be eligible to be a registered Te Rarawa Member.

5.5 A Te Rarawa Member may affiliate to any other Hapu Marae that he or she is able to whakapapa to. Where a Te Rarawa Member can whakapapa to more than one Hapu Marae, he or she must register with only one of those Marae – to be his or her Primary Hapu Marae – and shall, in relation to the election of the Trustees and the Chairperson, only be entitled to voting rights at that Primary Hapu Marae.

5.6 Voting rights in relation to clauses 7.9(b), (c) and (d) are not required to be exercised through a Te Rarawa Member's Primary Hapu Marae.

6.0 IWI REGISTER

Member's Register

6.1 The Trustees must have and maintain in a current state, a register of Te Rarawa Members that:

(a) includes the name, date of birth, and contact details of every Te Rarawa Member that applies for registration;

(b) identifies the basis of each Member's membership, as set out in clauses 5.2 (direct whakapapa link) 5.3 (Spouse) and 5.4 (Tamariki/Tangata Atawhai);

(c) identifies and records each Member's Primary Hapu Marae;

(d) is available for inspection by Te Rarawa Members who can view their own registration details and the names of other Te Rarawa Members, provided

that authorisation from those Members whose names are available for viewing was obtained in their application for registration;

(e) is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of their child, ward or other dependant under 18 years of age, who was registered by such person or persons; and

(f) that allocates a member registration number to each Te Rarawa Member.

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

6.3 The Trustees must make ongoing efforts to register all Te Rarawa Members.

6.4 The Trustees may enter in the Te Rarawa Register any existing Te Rarawa Member whose details are already held by the Trustees where:

(a) the details held by the Trustees fulfil the requirements of Kaupapa 5 of the Maori Fisheries Act, except that the requirement in clause (b)(iii) of that Kaupapa need not necessarily be fulfilled; and

(b) the particulars were acquired by the Trustees as a result of an application on a form (not being a Registration Form approved by the Trustees under this Constitution) made by:

(i) an Adult Te Rarawa Member, or his or her Spouse;

(ii) Tamariki/Tangata Atawhai, on his or her own behalf or by his or her legal guardian at the time of the application;

(iii) other members of Te Rarawa, who were not Adult Te Rarawa Members at the time of the application, on their behalf by their parent, grandparent or legal guardian at the time; and

(iv) other members of Te Rarawa by an Adult Te Rarawa Member on their behalf who, in the opinion of the Board, stood in the stead of a parent, grandparent or guardian of that person at the time of the application.

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

(a) an Adult Te Rarawa Member, or his or her Spouse;

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

(c) other Members of Te Rarawa, who are not Adult Te Rarawa Members, by their parent, grandparent or legal guardian on their behalf; or

(d) other Members of Te Rarawa by an Adult Te Rarawa Member on their behalf who, in the opinion of the Trustees, stands in the stead of a parent, grandparent or guardian of that person.

6.6 Any application to be entered in the Te Rarawa Register must be completed on a Registration Form as may be approved from time to time by the Trustees provided that any such form complies with the registration requirements set out in the Maori Fisheries Act and in this Constitution.

6.7 Upon receipt of a completed application:

(a) the Chief Executive of Te Runanga will forward that application on to the Primary Hapu Marae chosen in the applicant's Registration Form;

(b) the relevant Primary Hapu Marae shall consider the application and make a recommendation to the Board on the eligibility of the applicant to register at that Hapu Marae;

(c) upon receipt of the recommendation from the relevant Primary Hapu Marae, the Board will make a decision on whether or not to approve the application – in making its decision, the Board may undertake further enquiries, including consulting any other persons whom the Board thinks will assist in its decision making process.

6.8 The Board:

(a) may require any person seeking registration as a Te Rarawa Member to provide evidence verifying; his or her affiliation to Te Rarawa through descent from a primary ancestor of Te Rarawa; his or her affiliation to the Primary Hapu Marae which he or she wishes to be registered at; that he or she is a Spouse of a Registered Te Rarawa Member; that he or she is a Tamariki/Tangata Atawhai of a Te Rarawa Member; or of any other information required in the Registration Form, before that person's registration is entered in the Te Rarawa Register, together with such other information as the Trustees request, provided the person making the application for registration agrees (but the omission to provide such other information shall not, on its own, be a reason for the Trustees to not accept the application for registration);

(b) may require any person who is entered in the Te Rarawa Register 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 Registration Form.

6.9 Each Trustee shall ensure that the Hapu Marae which he or she represents has processes for enquiring into the eligibility of an application for member registration and making a recommendation to the Board.

Trustees May Decline to Register, or Remove a Person From the Members' Register

6.10 If the Trustees consider that any information about a person received under clause 6.8 or clause 6.11(a) is not accurate or complete, or that the existing information on the Te Rarawa Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Constitution for entry of that person in the Te Rarawa Register, the Trustees may decline to register or change that person's details, or remove that person from the Te Rarawa Register, as the case may be.

Registration as a Member of Te Rarawa

6.11 Subject to clauses 6.8 and 6.10, the Trustees must enter in the Te Rarawa Register, any person:

(a) by or on behalf of whom an application has been made (either in accordance with clauses 6.5 and 6.6 and lodged with the office of Te Runanga or as part of a Voting Paper); and

(b) who in the reasonable opinion of the Trustees, affiliates to Te Rarawa through descent from a primary ancestor of Te Rarawa and affiliates to the Primary Hapu Marae specified in that person's registration form as set out in clauses 5.2, or is a Spouse of a Registered Te Rarawa Member as set out in clause 5.3 or who is a Tamariki/Tangata Atawhai as set out in clause 5.4.

Process When Registration Declined or Removed

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

De-registration by Member of Te Rarawa

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

6.14 Where the relationship between a Registered Te Rarawa Member and his or her Spouse has ended and the Spouse's Te Rarawa membership has been deemed to have been terminated in accordance with clause 5.3, the Board must, upon receiving notification of the termination of the marriage, de facto relationship or civil union, deregister that Spouse, provided that the Board must have satisfied itself that the marriage, de facto relationship or civil union, has in fact ended.

Re-registration by Member of Te Rarawa

6.15 A Registered Te Rarawa Member may, at any time, submit a written request to Te Runanga, to amend or update the information relating to that person, currently held on the Te Rarawa Register.

6.16 If the request under clause 6.14 above is for the re-registration of a Registered Te Rarawa Member:

(a) that request shall comply with and be determined in accordance with clauses 6.5 – 6.8 and 6.10 – 6.12;

(b) if the application to re-register is accepted, the Te Rarawa Member's prior registration shall be deemed to be invalid from the date on which the application is accepted; and

(c) if the Registered Te Rarawa Member wishes to change his or her Primary Hapu Marae in time for the election of the Delegates or the Chairperson, Te Runanga must receive the written request not less than 5 calendar months before the relevant election.

Notice Not Necessary

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

7.0 MEETINGS AND REPORTING OBLIGATIONS

Reporting Responsibilities

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

(a) its own performance; and

(b) the performance of any:

(i) Asset Holding Company;

(ii) Fishing Enterprise;

(iii) joint venture or other entity that conducts business using the Settlement Quota or Income Shares; and

(iv) any Corporate Entity;

in accordance with the provisions of this clause 7.

Annual General Meeting

7.2 During the month of April in each year, or such other month as the Trustees may from time to time determine, the Trustees must hold an AGM.

7.3 The Board must:

(a) give Public Notice of each AGM;

(b) where requested, give Private Notice and Public Notice of each AGM;

(c) not less than 20 Working Days before the date of the AGM, publish on the Te Rarawa iwi website all draft resolutions for Board approved proposals for adoption at the AGM; and

(d) where requested, provide a copy of all draft resolutions for Board-approved proposals for adoption at the AGM.

7.4 At the AGM, the Board must provide to Te Rarawa Members, the following:

(a) ***Annual Report*****:** the Annual Report for the previous financial year, made available not less than 20 Working Days before the AGM, that reports against the objectives set out in the Annual Plan for the previous year, including:

(i) information on the steps taken by the Trustees to increase the number of Te Rarawa Members; and

(ii) a comparison of Te Runanga's performance against the objectives set out in the Annual Plan, including:

(aa) changes in the value of Te Runanga's Assets; and

(bb) profit distribution; and

(iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets; and

(iv) a report giving information on the sales and exchanges of Settlement Quota in the previous year, including:

(aa) the quantity of Settlement Quota held by the Asset Holding Company at the beginning of that year; and

(bb) the value of Settlement Quota sold or exchanged in that year; and

(cc) the identity of the purchaser or other party to the exchange; and

(dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over that Quota; and

(ee) the Settlement Quota interests that have been registered against the quota shares of Te Runanga; and

(ff) the value of Income Shares sold, exchanged, or acquired; and

(v) a report on the interactions of Te Runanga in fisheries matters:

(aa) with other entities within Te Rarawa; and

(bb) with other Mandated Iwi Organisations; and

(cc) with Te Ohu Kai Moana Trustee Limited; and

(vi) any changes made under section 18 of the Maori Fisheries Act to constitutional documents of Te Runanga or those of its Asset Holding Companies or any subsidiaries of the Asset Holding Companies; and

(b) ***Annual Plan***: an Annual Plan for the next financial year, which must include:

(i) the objectives of Te Runanga; and

(ii) the means by which Te Runanga will foster and maintain whanaungatanga and promote the social, economic, educational and environmental advancement of Te Rarawa; and

(iii) the policy of Te Runanga in respect of the sales and exchanges of Settlement Quota; and

(iv) any changes in that policy from the policy for the previous year; and

(v) any proposal to change the constitutional documents of any Corporate Entity of Te Runanga, including any fishing company owned by Te Runanga; and

(vi) an annual report in relation to any subsidiary entity of Te Runanga (not being an Asset Holding Company) on:

(aa) the performance of that enterprise; and

(bb) the investment of money of that enterprise; and

(cc) the annual plan of that enterprise, including:

- the key strategies for the use and development of the assets held by that entity; and
- the expected financial return on those assets; and

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

(c) ***Asset Holding Company Annual Report***: in relation to every Asset Holding Company of Te Runanga or any subsidiary of an Asset Holding Company that receives Fisheries Settlement assets, and in relation to any enterprise established by Te Runanga under clause 8.2 to conduct fishing operations utilising annual catch entitlement from Te Runanga's Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes, (each referred to in this clause as an "enterprise") an annual report on:

(i) the performance of that enterprise; and

(ii) the investment of money of that enterprise; and

(iii) the annual plan of that enterprise, including:

(aa) the key strategies for the use and development of Te Runanga's fisheries assets;

(bb) the expected financial return on those assets;

(cc) any programme to:

- manage the sale of annual catch entitlements derived from the Settlement Quota; or
- reorganise the Settlement Quota held by that enterprise by buying or selling quota in accordance with the Maori Fisheries Act; and

(d) ***Draft Resolutions:*** all draft resolutions for Board-approved proposals for adoption at the AGM.

Special Meetings

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

(a) the Chairperson; or

(b) at least one third of the Trustees,

provided that no meeting may be convened to consider:

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

(b) a request to Te Ohu Kai Moana Trustee Limited to treat Quota as Settlement Quota in accordance with section 159 of the Maori Fisheries Act;

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

(d) a request for rationalisation of Settlement Quota under section 172(3) of the Maori Fisheries Act,

unless the Trustees have resolved to:

(a) seek the approval of Adult Te Rarawa Members under section 70 of the Maori Fisheries Act;

(b) obtain the approval of Adult Te Rarawa Members under section 159 of the Maori Fisheries Act;

(c) obtain the prior approval of Adult Te Rarawa Members under section 162 of the Maori Fisheries Act;

(d) obtain the prior approval of Adult Te Rarawa Members Adult in accordance with section 172 of the Maori Fisheries Act;

as the case may be; and

(a) the request must state the reasons for which the Special Meeting is required and be signed by those requesting the Special Meeting; and

(b) the Special Meeting must be held within 30 Working Days from the date the request was received by the Secretary.

7.6 Public Notice must be given of each Special Meeting.

Quorum

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

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

Resolutions

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

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

(b) in the case of a resolution for:

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

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

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

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

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

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

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

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

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

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

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

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

No derogation from purposes

7.10 Clause 7 shall not derogate from the provisions of clause 2.6.

8.0 ASSET HOLDING COMPANY AND FISHING ENTERPRISE

Te Runanga Must Hold an Asset Holding Company

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

(a) must be and remain wholly owned and controlled by Te Runanga;

(b) must not have more than 40% of its Directors who are also Trustees elected in accordance with this Constitution;

(c) must have constitutional documents that have been approved by a simple majority of the Trustees, as complying with the requirements of the Maori Fisheries Act;

(d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;

(e) must receive and hold, on behalf of Te Runanga, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by, Te Runanga under the Maori Fisheries Act;

(f) must provide dividends solely to Te Runanga;

(g) must not undertake fishing or hold a fishing permit;

(h) must not enter into any transactions relating to or affecting the Income Shares it holds unless Te Runanga has complied with its obligations under this Constitution including without limitation clauses 7.1 – 7.10, and sections 69 to 72 of the Maori Fisheries Act;

(i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless Te Runanga has complied with its obligations under this Constitution including without limitation clauses 7.1 – 7.10, and sections 161 to 176 of the Maori Fisheries Act;

(j) in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Maori Fisheries Act;

(k) may establish one or more subsidiaries to be its subsidiary Asset Holding Company;

(l) may transfer to that subsidiary some or all of the Settlement Quota and Income Share received under clause 8.1(e);

(m) any subsidiary established under the preceding clause:

(i) must be and remain wholly owned by the Asset Holding Company that established it;

(ii) must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under clause 8.1(l);

(iii) must provide dividends solely (but indirectly) to Te Runanga;

(iv) must not enter into any transactions relating to or affecting the Income Shares it holds unless Te Runanga has complied with its obligation under sections 69 to 72 of the Maori Fisheries Act;

(v) in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Maori Fisheries Act;

(vi) may establish one or more subsidiaries to be its subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this clause 0; and

(vii) must not undertake fishing or hold a fishing permit,

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

Establishment of Fishing Enterprise

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

Requirements of Constitution

8.3 The constitution of every subsidiary entity of Te Runanga, including every Asset Holding Company or Fishing Enterprise or a subsidiary of any of them must require that company to:

(a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Charitable Purposes of Te Runanga, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to Te Runanga;

(b) present an Annual Plan and statement of incorporate intent to Te Runanga;

(c) report annually to Te Runanga; and

(d) have its accounts audited;

and may provide for Te Runanga to appoint up to 2 Trustees as Directors or Trustees of that Company or Fishing Enterprise, as the case may be, provided however that at no time may the Trustees comprise more than 40% of the total number of Directors or Trustees of that Company or Enterprise.

Iwi Aquaculture Organisations: Commercial Aquaculture Activities

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

9.0 MAJOR TRANSACTIONS

Requirements

9.1 Te Runanga must not enter into a Major Transaction unless that Major Transaction:

(a) has been approved by a majority of 75% at an AGM or Special Meeting; or

(b) is contingent upon approval by a majority of 75% at an AGM or Special Meeting and the Major Transaction is subsequently approved at an AGM or Special Meeting; and

(c) otherwise complies with the requirements of the Maori Fisheries Act.

9.2 Te Runanga must not enter into a Major Transaction within the meaning of paragraph (d) of that definition involving Income Shares or Settlement Quota within 2 years after the date on which the Income Shares or the first transfer of Settlement Quota, as the case may be, are transferred to Te Runanga by Te Ohu Kai Moana Trustee Limited.

9.3 If approval is obtained in accordance with clause 9.1 for a Major Transaction involving Income Shares or Settlement Quota, Te Runanga must comply with the provisions of the Maori Fisheries Act regarding the offer and sale of the Income Shares or Settlement Quota.

9.4 Approval may not be obtained for a Major Transaction within the meaning of paragraph (d) of that definition involving unspecified Settlement Quota unless the approval to sell unspecified Settlement Quota is given up to a specified limit that must not exceed 10% of the total value of the Settlement Quota held by Te Runanga.

Notice to Members

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

Income Shares and Settlement Quota

9.6 If a resolution proposed in accordance with clause 7.9 relates to a Major Transaction within the meaning of paragraphs (d) or (e) of that definition involving Income Shares, then:

(a) the Public Notice must also specify the approximate proportion of the total value of the Income Shares of Te Runanga that are affected by the Major Transaction; and

(b) the Private Notice must also specify the number of Income Shares affected by the Major Transaction and a reasonable estimate of the net present value or likely sale price of such Income Shares.

9.7 If a resolution proposed in accordance with clause 7.9 relates to a Major Transaction within the meaning of paragraphs (d) or (e) of the definition of Major Transaction in Schedule 4, then:

(a) the Public Notice must also specify the approximate proportion of the total value of the Settlement Quota of Te Runanga that is affected by the Major Transaction provided however that:

(i) an approval to sell specified Settlement Quota or Settlement Quota approved for sale in accordance with a programme that is notified in Te Runanga's Annual Plan may be valid for not more than 15 months from the date on which the approval is given; and

(ii) an approval to sell Settlement Quota generally up to a specified limit that must not exceed 10% of the total value of the Settlement Quota held by Te Runanga may be valid for not more than 12 months from the date on which the approval is given;

(b) the Private Notice must also specify the amount of Settlement Quota affected by the Major Transaction and a reasonable estimate of the likely market value of such Settlement Quota.

10.0 DISPUTES PROCEDURE

Disputes Relating to Matters Arising Under the Maori Fisheries Act

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

Registration Disputes

10.2 If the Board makes a decision under clause 6.12 to either not register a person or to remove a person from the register, or to decline a request to amend or update that person's re-registration in accordance with clause 6.15, the decision may be appealed in the following manner:

(a) the person alleging the dispute will submit his or her dispute in writing to the Chief Executive of Te Runanga who shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice;

(b) if the dispute is not settled within 20 Working Days of the receipt by the Board of written notice of the dispute, then it shall be referred to an Independent Panel, acceptable to both parties;

(c) the Independent Panel shall comprise 3 members appointed by the Board, who shall be:

(i) 2 members of Te Rarawa, appointed for their skills and expertise in tikanga Te Rarawa, knowledgeable in Te Rarawa whakapapa and

recognised as such by Te Rarawa Members provided that such members cannot also be Trustees or employees of Te Runanga; and

(ii) 1 independent member (not being a Te Rarawa Member);

(d) the role of the Independent Panel shall be to facilitate and make findings and decisions on the dispute referred to it;

(e) in dealing with any dispute, the Independent Panel shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which the dispute before it should be dealt with;

(f) the Independent Panel shall notify the Board and any other party to the dispute, in writing, of its findings and decision.

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

Other Disputes

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

(a) the Te Rarawa Member alleging the dispute will submit his or her dispute in writing to the Chief Executive of Te Runanga who shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice;

(b) on receipt of the notice the Board shall appoint an independent person or body acceptable to both parties to mediate;

(c) both parties involved will agree to take all reasonable steps to settle the dispute;

(d) if the dispute is not resolved within 30 days of the mediation process commencing, then unless both parties otherwise agree in writing, it will be referred to arbitration in accordance with Arbitration Act 1996.

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

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

11.0 WINDING UP OF TRUST

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

(a) any such vesting must comply with the Maori Fisheries Act;

(b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at an AGM or Special Meeting in accordance with clause 7.9(b); and

(c) if the Trust is, at that time, incorporated under the Charitable Trusts Act 1957, the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

12.0 ALTERATION OF TERMS OF CONSTITUTION

Changes to the Constitution

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

(a) no amendment may be inconsistent with the Maori Fisheries Act;

(b) no amendment may be made earlier than 2 years after the date on which Te Runanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Te Rarawa if the amendment relates to any matter provided for, by or under the Maori Fisheries Act, unless the amendment is required as a consequence of a rule made or amended under section 25 of that Act;

(c) an amendment may only be promoted if a resolution that the amendment is for the collective benefit of all Te Rarawa Members is put and passed at an AGM or Special Meeting in accordance with clause 7.9;

(d) notwithstanding the terms of this Constitution, no amendment to this Constitution shall be made, and if purported to be made, shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner Te Runanga's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 1994 in respect of income derived by it. Prior to any resolution to amend this Constitution being placed before Te Rarawa Members, competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of Te Runanga or its entitlement to an income tax exemption on income derived by it.

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

Changes to the Constitution to Add New Te Rarawa Affiliated Marae

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

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

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

(a) publicly notify the application, calling for submissions supporting or opposing the application;

(b) ensure that affected parties, including Te Rarawa Affiliated Marae, have been consulted;

(c) consider whether the application meets the criteria developed in clause 12.3 above;

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

(i) satisfies the criteria developed in clause 12.3 above; and

(ii) in the Board's opinion, satisfies any other matters that have been brought to the attention of the Board;

(e) arrange for an AGM or Special Meeting to be held to seek an amendment to this Constitution in accordance with clause 12.1;

(f) ensure that any action necessary to implement the outcome of the AGM or Special Meeting is taken.

12.6 Any decision to approve a new Te Rarawa Affiliated Marae must be notified to all Te Rarawa Members in Te Runanga's next communication to them, along with notice that Te Rarawa Members may wish to apply to register or, Registered Te Rarawa Members may wish to apply to re-register, with the new Marae, if it is a Hapu Marae.

12.7 Any new Hapu Marae given approval under this clause shall hold its elections for a Delegate (and Alternate Delegate) in accordance with clauses 3.4 – 3.19 with the necessary modifications, as soon as is practicable.

Changes to the Constitutions of Corporate Entities

12.8 To the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company or any Fishing Enterprise relates to a matter provided for in the Maori Fisheries Act, that proposed amendment:

(a) must not be made earlier than 2 years after the date on which Te Runanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Te Rarawa unless the amendment is required as a consequence of a rule made or amended under section 25 of the Maori Fisheries Act;

(b) must be consistent with the Maori Fisheries Act;

(c) may only be promoted if the amendment is put and passed at an AGM or Special Meeting in accordance with clause 7.9,

and must not amend the requirement in clause 8.3(a) in a manner which would jeopardise the charitable status of the Corporate Entity.

Notification to Members of Te Rarawa

12.9 Any amendment or proposal under clauses 11, 12 or 13 must be notified to all Te Rarawa Members in Te Runanga's next communication to them.

13.0 RESETTLEMENT

Power to Resettle

13.1 The Trustees have power at any time or times, by Deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of Te Rarawa Members, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

(a) any such settlement or resettlement must comply with the Maori Fisheries Act;

(b) the resettlement is upon trust for the benefit of all Te Rarawa Members;

(c) the resettlement may only be promoted if a resolution supporting it is put and passed at an AGM or Special Meeting in accordance with clause 7.9;

(d) the resettlement is upon trusts for Charitable Purposes.

Perpetuities

13.2 Any settlement or resettlement under clause 13.1 must not transgress the rule against perpetuities as it applies to Te Runanga.

14.0 LIABILITIES OF TRUSTEES AND EXECUTIVE

14.1 A Trustee or Executive member and any other officers shall not be liable for:

(a) any losses not arising from wilful default;

(b) the acts or defaults of any other Trustee, Executive member or other officer;

(c) the neglect or default of any agent employed in good faith by Te Runanga.

14.2 Every Trustee and member of the Executive shall be indemnified against all liabilities incurred by them in the execution of their duties hereunder and shall, except in the case of negligence or dishonesty, have a lien on the assets of Te Runanga for such indemnity. The costs, charges and expenses incurred by Trustees and the Executive members in and incidental to the administration and winding up of Te Runanga or otherwise in relation thereto shall be paid out of the assets of Te Runanga.

15.0 VOTING PROCEDURE

15.1 The Trustees must, where not otherwise stipulated in this Constitution, determine the procedures which shall govern the conduct of all voting and elections provided for in this Constitution. Those procedures must comply with the provisions of Schedule 3.

16.0 INFORMATION TO IWI MEMBERS

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

(a) Private Notice of any AGM or Special Meeting and/or Voting Papers relating to:

(i) the election of the Chairperson or the Delegates; or

(ii) any amendment to this Constitution in accordance with the requirements of section 18 of the Maori Fisheries Act or the constitutional documents of any subsidiary of Te Runanga, including any Asset Holding Company or subsidiary of any Asset Holding Company; or

(iii) the disposal of Income Shares or Settlement Quota; or

(iv) the conversion of Quota into Settlement Quota;

(v) any proposed Major Transaction;

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

(vii) the winding up of Te Runanga in accordance with clause 11.

(b) subject to the right of Te Runanga to recover reasonable costs, a copy of the current:

(i) Annual Report;

(ii) Annual Plan;

(iii) Strategic Iwi Development Plan;

(iv) audited annual accounts;

(v) the current Constitution; and

(vi) any of the information referred to in clauses 7.1 and 7.4.

17.0 INTERPRETATION

17.1 In a situation whereby the true meaning of provisions of this Constitution are ambiguous, those provisions must be interpreted consistent with Te Rarawa tikanga, so long as that interpretation does not breach the Maori Fisheries Act 2004, the Charitable Trusts Act 1957, the Charities Act 2005, the Trustee Act 1956 and any other relevant statute or enactment.

SCHEDULE ONE: DEFINITIONS

For the purposes of this Constitution the following definitions apply.

Adult Te Rarawa Member	A Te Rarawa Member who is aged 18 years or over.
AGM	Annual General Meeting conducted in accordance with clauses 7.2 – 7.4.
Alternate Delegate	The person elected by each Te Rarawa Affiliated Marae in accordance with clauses 3.4 – 3.20. The Alternate Delegate is not part of the Board and has no voting rights.
Annual Plan	Report produced in accordance with clause 7.4 for each upcoming financial year and made available for discussion at the AGM.
Annual Report	Report produced in accordance with clause 7.4 for each previous financial year and made available for the AGM.
Aquaculture Settlement Assets	The assets received from the Aquaculture Settlement Act and has the meaning given to Settlement Assets in that Act.
Aquaculture Settlement Act	Maori Commercial Aquaculture Claims Settlement Act 2004
Assets	Trust property of any kind.
Asset Holding Company	A company established by Te Runanga that meets the requirements for a company defined in the Maori Fisheries Act as an asset-holding company and includes any subsidiary of the asset-holding company.
Board	The Board of Trustees comprising the Chairperson, the Deputy Chairperson and the Delegates.
Chairperson	The Chairperson of Te Runanga elected in accordance with clauses 3.22 – 3.33 of this Constitution.
Charitable Purpose	Every purpose within New Zealand, which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section OB1 of the Income Tax Act 2004.
Community Marae	Those marae specified as Community Marae in Schedule 2.
Constitution	This Trust Deed, including recitals, schedules and any other appendices, and any amendments made in accordance with this Deed.
Corporate Entity	Includes the Asset Holding Company and any Subsidiary of it, the Fishing Enterprise and any Subsidiary of it, and any other company or trust wholly owned or controlled directly or indirectly by Te Runanga.
Delegate	The representative elected by each Hapu Marae in accordance with clauses 3.4 – 3.20 to serve as a Trustee on the Board.
Deputy Chairperson	The Deputy Chairperson of Te Runanga and the Executive appointed in accordance with clause 3.36 of this Constitution.
Directors	Directors of any company or subsidiary wholly or partly owned or controlled by Te Runanga.
Election Meeting	An AGM or Special Meeting held every three years at each Hapu Marae for the purposes of electing Delegates and Alternate Delegates, the date or time period of such meeting to be determined in accordance with clause 3.9 of this Constitution.
Employee	Any person employed to fulfil specified duties and subject to an employment agreement in accordance with the Employment Relations Act 2000.

Executive	The sub-committee elected by Te Runanga in accordance with clauses 3.38 – 3.47 of this Constitution, which may have co-opted members on it.
Fisheries Settlement	The Crown settlement of Maori commercial fishing rights as defined in the Maori Fisheries Act
Fishing Enterprise	A fishing operation established by Te Runanga under clause 8.2 to utilise annual catch entitlement from its Settlement Quota.
Hapu Marae	Marae whanau whanui which represent Te Rarawa hapu and that are in regular use by the general public and are recognised as principal marae within a rohe. Hapu Marae are set out in Schedule 2.
Historical Settlement	Claims made by Te Rarawa that are founded on rights arising from the Treaty of Waitangi, and arise from Crown acts or omissions before 21 September 1992.
Hui-a-iwi	Meetings held within the communities of Te Rarawa that are open to all Te Rarawa members.
Ideal Person Specification	A document outlining the desired attributes and skills required of the person sought and including an outline of the relevant role and requirements for the position.
Income S hares	Shares allocated to Te Runanga as part of the Fisheries Settlement.
Independent Panel	The Panel appointed under clause 10.2 to facilitate and make findings in relation to registration disputes.
Iwi Aquaculture Organisation	Iwi Aquaculture Organisation has the meaning given to it in the Aquaculture Settlement Act.
Major Transaction	Major Transaction has the meaning given to it in Schedule 4.
Mana Whenua	Turangawaewae and ukaipo, the place where you belong, where you derive your strength and support and you can contribute as a member of whanau, hapu, and iwi.
Mandated Iwi Organisation	Has the same meaning given to it in the Maori Fisheries Act.
Maori Fisheries Act	Maori Fisheries Act 2004.
Marae Vote	The collective vote of Adult Te Rarawa Members in relation to each Hapu Marae determined in accordance with clause 3.30.
Minute File	The formal record of proceedings of all meetings of the Trustees as provided for in clauses 4.17 and 4.18.
Nga Hapu o Te Rarawa	Those hapu set out in Schedule 2. Hapu is the term used to describe a cluster of whanau traditionally living within a rohe who descend from common tupuna or ancestors. In many instances within Te Rarawa there are more than one hapu within a rohe.
Nga Whanau o Te Rarawa	An extended family which is the smallest unit in Te Rarawa society.
Preferential Voting System	A voting system in which each eligible voter votes for each candidate in order of preference, rather than voting for just one candidate. The voter will indicate his or her first preference, second preference, third preference, and so on. After first votes are allocated, the candidate with the least number of votes drops out and their votes are given to the others according to preferences. This process is repeated until someone gets more than half the votes.
Primary Hapu Marae	The Hapu Marae that Te Rarawa Members have chosen for registration as their primary Marae. Each Te Rarawa Member may only be registered at and may only vote at one Primary Hapu Marae.

Private Notice	Notice sent to every Adult Te Rarawa Member who has requested such notice in accordance with clause 16 from Te Runanga in writing, that: (a) is sent by post or, if the person requesting Private Notice has given written authorisation, by e-mail; (b) is sent not less than 20 Working Days before the date of the AGM or Special Meeting being notified; and (c) includes the date, time, venue and agenda of the AGM or Special Meeting being notified, the closing date for receipt of postal votes, the place where explanatory documents may be viewed or obtained, and any other information that may be required under any enactment; (d) includes the matter or issues on which the vote is to be taken; (e) advises on the method by which the vote will be counted; (f) includes a copy of the Voting Paper; and (g) includes the address and return date for the completed Voting Paper.
Public Notice	Notice that: (a) is published in at least 1 local newspaper and, if considered beneficial, in regions of New Zealand where significant numbers of Te Rarawa Members reside; and (b) may also occur through Te Runanga publications, its website, electronic media including television, and/or iwi or other radio stations; and (c) is published not less than 20 Working Days before the date of the AGM or Special Meeting being notified; and (d) includes the date, time, venue and agenda of the AGM or Special Meeting being notified, the closing date for receipt of postal votes, the place where explanatory documents may be viewed or obtained, and any other information that may be required under any enactment; (e) includes the matter or issues on which any vote is to be taken; (f) advises on the method by which any votes will be counted.
Quota	Quota shares within the meaning of the Fisheries Act 1996.
Registered Office	The office for the time being of Te Runanga as decided from time to time under clause 4.2.
Registered Adult Te Rarawa Member	Those Adult Te Rarawa Members who have been registered on the Te Rarawa Register in accordance with clauses 6.0 of this Constitution.
Registration Form	The application form, as may be approved from time to time by the Trustees as per clause 6.6 of this Constitution, allowing Te Rarawa Members to apply to be registered in the Te Rarawa Register in accordance with clause 6 of this Constitution.
Relevant AGM	The next AGM after the triennial election of the Chairperson at which the announcement of the newly elected Delegates will occur, if such announcement has not already been made at a prior Special Meeting.
Secretary	Means the person appointed under clause 4.19 to perform general secretarial and administrative functions for Te Runanga.
Settlement Quota	Settlement Quota means the quota shares within the meaning of the Maori Fisheries Act that are allocated and transferred to the Asset Holding Company on behalf of Te Runanga by Te Ohu Kai Moana Trustee Limited.

Special Meeting	A Special Meeting convened in accordance with clause 7.5 of this Constitution to address particular issues.
Spouse	A person who is legally married to, or in a de facto relationship (as defined in section 29A of the Interpretation Act 1999) with, or in a civil union (as provided in the Civil Union Act 2005) with, a Registered Te Rarawa Member. A Spouse retains the registration and subsequent voting rights that he or she has under this Constitution even when his or her husband or wife, or de facto partner, or civil union partner is deceased.
Strategic Iwi Development Plan	Plan produced in accordance with clause 2.2(j) which must set out the long-term goals of Te Rarawa.
Takiwa	Takiwa is the term used to describe a cluster of rohe, including marae. Refer to Schedule 2 for existing Takiwa.
Tamariki/Tangata Atawhai	Those persons who do not affiliate to Te Rarawa by descent from a primary ancestor of Te Rarawa but who are adopted by a Te Rarawa Member in accordance with the Tikanga of Te Rarawa – such Tikanga to be determined in accordance with clauses 5 and 6 or, if necessary clause 10.
Taurahere	Taurahere refers to an organisation constituted of Te Iwi o Rarawa Members living outside of Te Rohe o Te Rarawa and established for the purpose of maintaining links to their hapu.
Te Ohu Kai Moana Trustee Limited	The company of that name formed under the Maori Fisheries Act.
Te Rarawa	The iwi constituted by the broad historical grouping of Nga Hapu o Te Rarawa and Nga Whanau o Te Rarawa descended from identified Tupuna or ancestors and demonstrating their collective rangatiratanga within Te Rohe o Te Rarawa.
Te Rarawa Affiliated Marae	Those marae set out in Schedule 2. There are three types of Te Rarawa Affiliated Marae – Hapu Marae, Whanau Marae and Community Marae. Te Rarawa Affiliated Marae represent Nga Hapu o Te Rarawa, are in regular use by the general public and are recognised as principal marae within a rohe.
Te Rarawa Member	Those members of Te Rarawa who can whakapapa directly to a Hapu Marae and their Spouses and Tamariki/Tangata Atawhai.
Te Rarawa Register	The register established and maintained by Te Runanga in accordance with clause 6 of this Constitution.
Te Rohe o Te Rarawa	The area encompassing the traditional boundaries as identified in the first paragraph of this Constitution under the heading “Traditional Boundaries of Te Rarawa Iwi” that delineate the various rohe and turangawaewae of Nga Hapu o Te Rarawa and Nga Whanau o Te Rarawa.
Te Runanga	Te Runanga o Te Rarawa Trust as created by this Constitution.
Trustees	The Trustees for the time being of Te Runanga, being the Delegates, the Chairperson and the Deputy Chairperson.
Trust Fund	All the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Constitution.
Voting Paper	A voting paper (including any electronic voting paper) issued in accordance with Schedule 3 and which shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed Registration Form attached to and forming part of that Voting Paper.
Whanau Marae	Whanau Marae are specified in Schedule 2 and are those marae that exclusively belong to whanau and are used more specifically for their requirements.
Working Day	The days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

SCHEDULE TWO: TE RARAWA AFFILIATED MARAE

Te Rarawa Affiliated Marae	Marae Type	Rohe	Nga Hapu o Te Rarawa	Takiwa o Te Rarawa
Te Rarawa	Hapu	Pukepoto	Ngati Te Ao Te Uri o Hina	Kaitaia ki Ahipara
Te Uri o Hina	Hapu	Pukepoto	Ngati Te Ao Te Uri o Hina Tahawai	Kaitaia ki Ahipara
Kaitaia (urban marae)	Community	Kaitaia		Kaitaia ki Ahipara
Ngati Moetonga	Hapu	Ahipara	Te Rokeka Ngati Moetonga	Kaitaia ki Ahipara
Roma (Te Ohaki)	Hapu	Ahipara	Ngati Waiora Ngati Pakahi Te Patukirikiri Parewhero	Kaitaia ki Ahipara
Korou Kore	Hapu	Ahipara	Ngati Moroki	Kaitaia ki Ahipara
Whakamaharatanga	Hapu	Manukau	Ngati Hine Patupinaki	Manukau ki Whangape
Rangikohu	Hapu	Herekino	Ngati Kuri Te Aupouri	Manukau ki Whangape
Whakaruruhau o te Rangimarie (whanau marae)	Whanau	Herekino	Patupinaki	Manukau ki Whangape
Owhata	Hapu	Owhata	Ngati Torotoroa	Manukau ki Whangape
Te Kotahitanga	Hapu	Whangape	Ngati Haua	Manukau ki Whangape
Morehu	Hapu	Pawarenga	Te Uri o Tai	Pawarenga ki Manganui-o-wae
Ohaaki	Hapu	Pawarenga	Te Uri o Tai	Pawarenga ki Manganui-o-wae
Taiao	Hapu	Pawarenga	Te Uri o Tai	Pawarenga ki Manganui-o-wae
Matihetihe	Hapu	Mitimiti	Taomaui	Mitimiti ki Motuti
Waiparera	Hapu	Rangi Point	Tahawai Patutoka Whanau Pani Te Hokokeha	Mitimiti ki Motuti
Waihou	Hapu	Waihou	Ngati Te Reinga	Mitimiti ki Motuti
Ngati Manawa	Hapu	Panguru	Ngati Manawa Te Waiariki Te Kaitutae	Mitimiti ki Motuti
Waipuna	Hapu	Panguru	Te Waiariki Te Kaitutae	Mitimiti ki Motuti
Motuti	Hapu	Motuti	Ngati Te Maara Te Kaitutae Ngati Tamatea	Mitimiti ki Motuti
Ngai Tupoto (Ngahuia)	Hapu	Motukaraka	Ngai Tupoto Ngati Here	Motukaraka ki Mangataipa
Tauteihiihi	Hapu	Kohukohu	Te Ihutai	Motukaraka ki Mangataipa

Pateoro	Hapu	Te Karae	Te Ihutai	Motukaraka ki Mangataipa
Te Arohanui	Hapu	Mangataipa	Kohatutaka Te Ihutai Tahawai	Motukaraka ki Mangataipa
Pou o te Rangi (whanau marae)	Whanau	Pawarenga	Te Uri o Tai	Pawarenga ki Manganui-o-wae
Te Whiringa o te Muka Tangata (school marae)	Community	Manganui-o-wae		Pawarenga ki Manganui-o-wae
Pikiparia	Hapu	Kohukohu	Te Ihutai	Motukaraka ki Mangataipa

SCHEDULE THREE: Voting Requirements

Valid votes

1. At every Election Meeting, AGM or Special Meeting, any votes cast under clauses 3.14, 3.29 and 7.9(b), (c) and (d):

   (a) in order for a vote to be validly cast:

      (i) Te Runanga must, where the person is already registered as a Te Rarawa Member, record the membership number on the Voting Paper; and

      (ii) the Adult Te Rarawa Member casting the vote must:

         (aa) ensure that he or she is registered; and

         (bb) where that Adult Te Rarawa Member is not registered at the time of the vote, also complete a Registration Form which shall be attached to and form part of the Voting Paper;

   (b) No vote cast shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Te Rarawa has been confirmed either:

      (i) because that person is an Registered 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 a Registered Adult Te Rarawa Member, because their registration was accepted in accordance with clause 6.11.

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

Secret Ballots

2. Any votes cast under clauses 3.14, 3.29 and 7.9(b), (c) and (d) shall be conducted so as to ensure that:

   (a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;

   (b) that the returning officer and those persons assisting the returning officer shall undertake to keep that information confidential; and

   (c) that the Voting Papers are destroyed by the returning officer one calendar month after the date of completion of the final count under clause 1(b) of this Schedule.

Eligible Voters

3. All Adult Te Rarawa Members shall be eligible to vote on any resolution required by clause 7.9 of this Constitution. Any votes cast under clauses 3.14, 3.29 and 7.9(b), (c) and (d) shall be on a Voting Paper and shall be received:

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

   (b) by postal ballot, if required, and received by the Secretary of the Runanga before 5 pm on the Working Day before the day on which the personal votes will be cast; or

   (c) by electronic voting, if made available, provided that any system of electronic voting shall comply with the requirements for voting in the Maori Fisheries Act.

SCHEDULE FOUR: Definition of Major Transaction

Major Transaction means:

(a) The acquisition of, or an agreement to acquire, whether contingent or not, Assets by Te Runanga, the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund before the acquisition; or

(b) The disposition of, or an agreement to dispose of, whether contingent or not, Assets by Te Runanga, the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund before the disposition; or

(c) A transaction that has or is likely to have the effect of Te Runanga acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund before the transaction;

(d) The disposition of, or an agreement to dispose of, whether contingent or not, Income Shares or Settlement Quota by the Asset Holding Company to Te Ohu Kai Moana Trustee Limited or an entity within the Te Ohu Kai Moana Group or another Mandated Iwi Organisation under the Maori Fisheries Act; or

(e) A transaction or series of transactions, or an agreement to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Maori Fisheries Act, including an option, security, mortgage, or guarantee, that could result in:

  (i) the sale of Income Shares or Settlement Quota by Te Runanga; or

  (ii) Te Rarawa or Te Runanga being disentitled for a period of more than 5 years to:

    (aa) the income from the Income Shares; or

    (bb) the income from the Annual Catch Entitlement arising from the Settlement Quota; or

    (cc) the control or use of the Annual Catch Entitlement arising from the Settlement Quota,

but does not include:

(f) Any transaction, not being a transaction involving Income Shares or Settlement Quota, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Fund; or

(g) Any acquisition or disposition of Assets or Income Shares or Settlement Quota by Te Runanga from or to any company or other entity which is wholly owned by Te Runanga; or

(h) Any exchange of Settlement Quota for Quota of the same market value that is carried out in accordance with the requirements of the Maori Fisheries

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

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

provided however that:

(j) Nothing in paragraph (c) of this definition applies by reason only of Te Runanga giving, or entering into an agreement to give, a charge secured over Assets of Te Runanga the value of which is more than 50% (or such other fixed percentage as may be determined at an AGM under clause 7.4(b)(vii)) of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation; and

(k) For the purposes of this definition, the value of the Trust Fund must be calculated based on the value of the assets and liabilities of Te Runanga and all its Corporate Entities or other subsidiary entities.