
Deed of Trust for Rongowhakaata Iwi Trust
November 2017

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Parties

1. Moera Brown (Trustee)
2. George Ria (Trustee)
3. Bobby Howard (Trustee)
4. Fred Renata Maynard (Trustee)
5. Jody Wyllie (Trustee)
6. LeRoy Pardoe (Trustee)
7. Lisa Taylor (Trustee)
8. Mere-Kingi Nepe (Trustee)
9. Staci Hare (Trustee)

INTRODUCTION

- A. **Rongowhakaata Charitable Trust** was incorporated under the Charitable Trusts Act 1957 on 10 April 1997.
- B. By Special Resolution of the Adult Registered Members of Rongowhakaata passed on 28 August 2011, the Trustees were authorised to change the name of the Trust to the Rongowhakaata Iwi Trust.
- C. By Special Resolution of the Adult Registered Members of Rongowhakaata passed on 14 November 2014, the Trustees were authorised to make amendments to the Trust Deed. These amendments were registered on 21 January 2015.
- D. By Special Resolution of the Adult Registered Members of Rongowhakaata passed on ^, the Trustees were authorised to adopt this Deed as the trust deed for the Trust.
- E. This Deed:
 - (a) supersedes all previous Deeds providing for the Rongowhakaata Charitable Trust;
 - (b) enables Rongowhakaata Iwi Trust to act, amongst other things, as the Mandated Iwi Organisation of Rongowhakaata for the purpose of the Māori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for the purpose of the Māori Commercial Aquaculture Claims Settlement Act 2004
 - (c) sets out the functions and purposes, and provides for the control, governance and operation of Rongowhakaata Iwi Trust

Rongowhakaata Iwi

- F. The iwi of Rongowhakaata describe themselves as the descendants of Rongowhakaata and his wives; the sisters Turahiri, Uetupuke, and Moetai. Their main hapū are Ngāi Tawhiri, Ngāti Maru, Ngāti Aweawe, Ngāi Te Kete, and Ngāti Kaipoho. Ruapani is another important Rongowhakaata tipuna. The iwi and hapū of Rongowhakaata can all whakapapa to or through the ancestor Ruapani who is an esteemed founding ancestor of the Tūranganui-a-Kiwa region.
- G. The traditional lands of Rongowhakaata extend from Te Kowhai at Te Wherowhero lagoon inland to the Te Ārai headwaters, continuing to Te Rēinga in the south-west, and north through Tuahu, Hangaroa-Matawai, and Tahora. Their lands take in Patutahi and the area around the Tangihanga and Repongaere blocks, through to Matawhero and linking with the Taruheru and Tūranganui rivers, onwards to Kaiti and around the coast to Te Toka Ahuru. Around the fringes of these lands, they share interests and whakapapa connections with neighbouring iwi. Today, the marae of Rongowhakaata stand at Whakato, Manutuke, Pahou, Ohako, and Te Kuri a Tuatai.
- H. Rongowhakaata traditionally held their land and resources in customary tenure under collective tribal and hapū custodianship. The kin groups of Tūranganui-a-Kiwa were linked through whakapapa and shared use of resources, but also had their own independent mana born out of strong leadership, distinct whakapapa lines and resource use.

Rongowhakaata Values

- I. Moving forward, the vision for Rongowhakaata is to build a strong future on a proud past, embracing our people, tāonga and tikanga and to stand proud as Rongowhakaata.
- J. The values that underpin Rongowhakaata as an iwi, and which are to guide the Trustees, are:
- (a) **Aroha** - love and respect for ourselves and each other;
 - (b) **Whanaungatanga** - Knowing who we are and valuing our people and relationships;
 - (c) **Kaitiekitanga** - Protecting our people, taonga and tikanga for those yet to come;
 - (d) **Manaakitanga** – Giving and receiving with humility and honour;
 - (e) **Kotahitanga** - Working together and collaborating with others; and
 - (f) **Wairua** – Connecting to our spiritual and physical wellbeing.

THIS DEED RECORDS

1.0 Interpretation

Definitions

- 1.1 In this Deed, unless the context otherwise requires:

Act means Māori Fisheries Act 2004.

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| Adult Member | means a Member of Rongowhakaata who is 18 years of age or older. |
| Adult Registered Members | means Adult Members who are registered on the Rongowhakaata Register. |
| Annual Plan | means the annual plan of the Trust which is prepared in accordance with clause 4.9(a). |
| Annual Report | means the annual report of the Rongowhakaata Group which is prepared by the Trust in accordance with clause 4.10(a). |
| Appointing Body | means the Arbitrators and Mediators Institute of New Zealand. |
| Aquaculture Agreement | has the meaning given to it in section 186ZD of the Fisheries Act 1996 |
| Assets | means Property of any kind but excludes Settlement Quota and Income Shares and Fisheries Settlement Assets |
| Asset Holding Company | means a company established by the Trust, in accordance with clause 3.3 and which for the time being would be a company which meets the requirements for a company defined in the Act as an asset-holding company and includes the Rongowhakaata Iwi Asset Holding Company Limited incorporated on 23 May 2006 with an incorporation number of 1821484, and any subsidiary of the asset-holding company. |
| Charitable Purposes | means 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, any other matter beneficial to the community of Rongowhakaata, or any other object or purpose that is charitable within the laws of New Zealand. |
| Chief Returning Officer | means as the context requires: <ul style="list-style-type: none"> (a) the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with clause 8.0 of the Second Schedule; or (b) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with clause 7.1 of the Fourth Schedule. |
| Commercial Activities | means any activity carried out in pursuit of the Trust's Purposes which has as its principal objective the maximising of financial or economic returns to the Rongowhakaata Group and will include without limitation the management and administration of all Treaty Claim Assets which are commercial redress properties (as defined in the Deed of Settlement) acquired from the Rongowhakaata Settlement Trust. |

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| Community Development Activities | <p>means any activity carried out in pursuit of the Trust’s Purposes which has as its principal objective the cultural and social development of</p> <ul style="list-style-type: none"> (a) the fostering and strengthening of all aspects of Rongowhakaata tikanga, reo, kawa and kōrero; (b) the provision of support and assistance to Members of Rongowhakaata in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability; (c) the development and enhancement of community facilities for the benefit of Rongowhakaata; and (d) the provision of funding to Members of Rongowhakaata for the cultural and social development of Rongowhakaata. |
| Community Development Trust | means the trust established pursuant to clause 3.5. |
| Confidential Information | means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Rongowhakaata. |
| Consolidated Financial Statements | means the consolidated financial statements of the Rongowhakaata Group prepared by the Trust in accordance with clause 4.10(a). |
| Corporate Entity | includes the Investment Company and any Subsidiary of it, 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 the Trust. |
| Deed | means this Deed and includes any amendments to this Deed made in accordance with this Deed. |
| Deed of Settlement | means the deed dated on or about 30 September 2011 between representatives of Rongowhakaata and the Crown recording the settlement of the Rongowhakaata Claims. |
| Directors | means directors or trustees as the case may be, of a Corporate Entity. |
| Election Year | means Income Year commencing on 1 July 2017, and every Third Income Year thereafter. |
| Electoral Review Officer | means the person appointed to act as electoral review officer in accordance with clause 13.1 of the Second Schedule. |
| Fisheries Settlement Assets | has the same meaning as given to the term “Settlement Assets” in the Māori Commercial Aquaculture Claims Settlement Act 2004. |

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| Fishing Enterprise | means a fishing operation established by the Trust under clause 8.2 to utilise annual catch entitlement from its Settlement Quota. |
| General Meeting | means an annual general meeting or a special general meeting convened and conducted in accordance with clause 7.0. |
| Income Share | means an income share within the meaning of the Act that is allocated and transferred to the Asset Holding Company on behalf of Rongowhakaata by Te Ohu Kai Moana Trustee Limited. |
| Income Year | means any year or accounting period beginning 1 July of one calendar year and ending 30 June of the following calendar year or any other period that the Trustees by resolution adopt. |
| Inland Revenue Acts | has the meaning given to it in section 3.1 of the Tax Administration Act 1994. |
| Investment Company | means the company established by the Trust pursuant to clause 3.4 to undertake Commercial Activities (other than fisheries related activities). |
| Iwi | means Rongowhakaata |
| Iwi Aquaculture Organisation | has the meaning given to it in the Māori Commercial Aquaculture Claims Settlement Act 2004. |
| Kāhui Kaumātua | means Te Kāhui Kaumātua established in accordance with clause 6.1. |
| Manager | means the manager of the Trust appointed in accordance with clause 4.3. |
| Mandated Iwi Organisation | has the meaning given to it in the Act. |
| Major Transaction | means: <ul style="list-style-type: none"> (a) The acquisition of, or an agreement to acquire, whether contingent or not, Assets by the Trust the value of which is more than 50% 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 the Trust the value of which is more than 50% of the value of the Trust Fund before the disposition; or (c) A transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% 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 Trust to Te Ohu Kai Moana Trustee Limited or an entity within the Te Ohu Kai Moana Group or another Mandated Iwi Organisation under the 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 Act, including an option, security, mortgage, or guarantee, that could result in:
 - (i) the sale of Income Shares or Settlement Quota by the Trust; or
 - (ii) Rongowhakaata or the Trust being disentitled for a period of more than 5 years to:
 - (A) the income from the Income Shares; or
 - (B) the income from the ACE arising from the Settlement Quota; or
 - (C) the control or use of the ACE 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 the Trust from or to any company which is wholly owned by the Trust; 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 Act and in compliance with any policy of the Trust on quota exchanges that is notified in the Trust's annual plan; provided however that:
 - (i) Nothing in paragraph (c) of this definition applies by reason only of the Trust giving, or entering into an agreement to give, a charge secured over assets of the Trust the value of which is more than 50% of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation; and

- (ii) For the purposes of this definition, the value of the Trust Fund must be calculated based on the value of the Assets of the Trust and all its Corporate Entities.

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| Marae | means each of the Marae listed in the Fifth Schedule and any additional Marae added pursuant to clause 15.6. |
| Member of Rongowhakaata | means every individual referred to in paragraph (c) of the definition of Rongowhakaata. |
| Private Notice | means a notice- <ul style="list-style-type: none">(a) sent by any means that is private to the recipient; and(b) which complies with Kaupapa 4 of Schedule 7 of the Act. |
| Property | means all property (whether real or personal) and includes choses in action, rights, powers, interests and money; |
| Provisional Vote | means a vote cast pursuant to clause 5.6(a) of the Second Schedule or clause 7.4(b) of the Fourth Schedule, as the case may be. |
| Public Notice | means a notice that- <ul style="list-style-type: none">(a) is published in a newspaper generally circulating in the relevant area or areas; and(b) may also be published by pānui or electronic media, including radio and television; and(c) complies with Kaupapa 4 of Schedule 7 of the Act. |
| Quota | means quota shares within the meaning of the Fisheries Act 1996. |
| Registered Member | means any member of Rongowhakaata who is entered in the Rongowhakaata Register. |
| Related Person | has the same meaning as provided in the Income Tax Act 2007. |
| Rongowhakaata | means: <ul style="list-style-type: none">(a) the collective group, composed of individuals who descend from one or more Rongowhakaata Ancestors;(b) every whānau, hapū or group to the extent that it is comprised of individuals referred to in paragraph (a) of this definition, including the following groups:<ul style="list-style-type: none">(i) Ngāti Maru;(ii) Ngāi Tāwhiri; and(iii) Ngāti Kaipoho; and |

(c) every individual referred to in paragraph (a) of this definition.

For the purposes of this definition:

(d) a person is descended from another person if the first person is descended from the other by:

(i) birth; or

(ii) legal adoption; or

(iii) Māori customary adoption in accordance with Rongowhakaata tikanga (customary values and practices).

Rongowhakaata Area of Interest means the Area of Interest of Rongowhakaata as identified and defined in the Deed of Settlement.

Rongowhakaata Ancestor means:

(a) Rongowhakaata and, in particular, Rongowhakaata's wives Turahiri and Moetai and their issue; and

(b) any other ancestor of the hapū referred to in paragraph (b) of the definition of Rongowhakaata who exercised customary rights within the Rongowhakaata Area of Interest after 6 February 1840.

Rongowhakaata Claims means the Rongowhakaata historical claims against the Crown in respect of the Crown's breaches of its obligations to Rongowhakaata under the Treaty of Waitangi and has the same meaning as the term "historical claims" as defined in the Deed of Settlement.

Rongowhakaata Group means the Trust, (including each committee of the Trust) and each Corporate Entity.

Rongowhakaata Register means the register of Members of Rongowhakaata that is to be maintained by the Trust in accordance with the First Schedule.

Rongowhakaata Settlement Trust means the trust established or to be established by Rongowhakaata to receive Treaty Claim Assets from the Crown.

Rongowhakaata Strategic Plan means the strategic plan for Rongowhakaata prepared and updated in accordance with clause 4.9(b)

Settlement Act means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement.

Settlement Quota means the quota shares within the meaning of the Act that are allocated and transferred to the Asset Holding Company on behalf of Rongowhakaata Iwi Trust by Te Ohu Kai Moana Trustee Limited.

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| Special Resolution | means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of Rongowhakaata who validly cast a vote in accordance with the process set out in the Fourth Schedule. |
| Special Resolution of Trustees | means a resolution that has been passed with the approval of not less than 66% of all Trustees. |
| Statements of Intent | means the statements of intent prepared by the Investment Company and the Community Development Trust in accordance with clause 4.11. |
| Subsidiary | means any Subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons (other than a Subsidiary as so defined) that is controlled by a Corporate Entity and includes a separate enterprise that is responsible to the Mandated Iwi Organisation, as that term is used in section 32(3) of the Māori Commercial Aquaculture Claims Settlement Act 2004. |
| Te Kāwai Taumata | means the group of that name established under the Act. |
| Te Ohu Kai Moana Trustee Limited | means the company of that name formed under the Act. |
| Tikanga | means the customary values and practices of Rongowhakaata. |
| Treaty Claim Assets | means Property received by the Rongowhakaata Settlement Trust on behalf of Rongowhakaata pursuant to the Deed of Settlement. |
| Trust | means Rongowhakaata Iwi Trust governed by this Deed. |
| Trust Fund | means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 3.3. |
| Trustees | means the trustees appointed from time to time in accordance with the Second Schedule to represent Rongowhakaata and to act as the trustees from the time being of the Trust and Trustee will mean any one of those persons. |
| Trust Purposes | means the Trust's purposes set out in clause 3.0. |
| Wāhi Pooti | means the place or places nominated by the Trust for the purposes of allowing the Adult Registered Members of Rongowhakaata registered with a particular Marae to cast in person their vote on the election of Trustees to be elected by that Marae in accordance with the Second Schedule. |
| Whakapapa | means the committee appointed in accordance with clause 4.0 of the First Schedule. |
| Working Day | means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive). |

Interpretation of Schedules

- 1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:
- (a) terms or expressions have the meanings given to them by the Deed; and
 - (b) a reference to a paragraph or clause is a reference to a paragraph or clause of that schedule.

Statutes

- 1.3 Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

General References

- 1.4 References in the Deed to:
- (a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
 - (b) one gender includes any other gender;
 - (c) the singular includes the plural and vice versa;
 - (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
 - (e) the Deed includes its Schedules.

Headings

- 1.5 Headings are for ease of reference only and must be ignored in interpreting the Deed.

2.0 Acknowledgement of Trust and Name

Acknowledgement of Trust

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

Name of Trust

- 2.2 The name of the Trust governed by this Deed is **Rongowhakaata Iwi Trust**.

3.0 Kaupapa/Purposes

Purposes

- 3.1 The purposes for which Rongowhakaata Iwi Trust is established are to receive, hold, manage and administer the Trust Fund for Charitable Purposes benefiting Rongowhakaata and all Members of Rongowhakaata, irrespective of where those Members reside, and for every such

charitable purpose benefiting members of the community generally including, without limitation:

- (a) the promotion amongst Rongowhakaata of the educational, spiritual, economic, social and cultural advancement or well-being of Rongowhakaata;
- (b) the maintenance and establishment of places of cultural or spiritual significance to Rongowhakaata;
- (c) the promotion amongst Rongowhakaata of health and well-being generally, including of the aged or those suffering from mental or physical sickness or disability; and
- (d) any other purpose that is considered by the Trust from time to time to be beneficial to Rongowhakaata.

Representative Purpose

3.2 In giving effect to the purposes in clause 3.1, the Trust will represent Rongowhakaata in all matters and, without limitation, will appoint suitable representatives to any external body or organisation where Rongowhakaata is entitled or wishes to be represented including, but not limited, the following organisations and their successors:

- (a) Te Rūnanga o Tūrangānui a Kiwa;
- (b) Tūranga Health Limited;
- (c) Te Tira Whakaari Trust; and
- (d) the Local Leadership Body to be established pursuant to the Deed of Settlement;

and in making appointments in accordance with this clause 3.2, the Trustees will follow the guidelines in the Sixth Schedule.

Incidental Purposes

3.3 Incidental to, and to give effect to the purposes in clause 3.1, the Trustees will:

- (a) directly receive and hold, on behalf of Rongowhakaata on the trusts set out in clause 3.1, settlement assets allocated and grants made to Rongowhakaata by Te Ohu Kai Moana Trustee Limited, other than assets referred to in section 16(1)(c) of the Act, which other assets are to be transferred to an Asset Holding Company;
- (b) receive distributions from Te Pūtea Whakatupu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Act, and to hold those distributions on the trusts set out in clause 3.1 or on such other trusts as are required in order to ensure that a distribution to the Trust 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 the Trust;
- (c) if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
 - (i) claims under section 11 of the Act;

- (ii) the allocation of -
 - (A) harbour quota under section 143 of the Act; and
 - (B) freshwater quota under section 148 of the 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 3.1;
- (e) establish one or more Asset Holding Companies that, in each case:
 - (i) is wholly owned by the Trust;
 - (ii) is separate to the companies referred to in clause 4.3(d);
 - (iii) performs the function and complies with the requirements set out in sections 16 to 18 of the Act; and
 - (iv) performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the Act,

and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
- (f) perform the functions provided for, by or under the Act in respect of a Mandated Iwi Organisation, in a manner consistent with the Act;
- (g) represent Rongowhakaata by voting at any meeting convened under:
 - (i) clause 1 or clause 6 of Schedule 8 to the Act, to appoint or remove a member or alternate member of Te Kāwai Taumata;
 - (ii) clause 117 of the Act, implemented in accordance with clause 1 of Schedule 8 to the Act, to appoint a member of a committee of representatives;
- (h) act on behalf of Rongowhakaata in relation to aquaculture claims and settlement assets under the Māori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees must act for the benefit of all members of the Iwi, irrespective of where those members reside, including:
 - (i) directly receive and hold, on behalf of Rongowhakaata Fisheries Settlement Assets allocated to Rongowhakaata by Te Ohu Kai Moana Trustee Limited in accordance with the Māori Commercial Aquaculture Claims Settlement Act 2004; and
 - (ii) enter into agreements with other iwi aquaculture organisations in relation to the allocation of Fisheries Settlement Assets;

provided that an Iwi Aquaculture Organisation must not undertake commercial aquaculture activities (as that term is used in section 32(3) of the Māori Commercial Aquaculture Claims Settlement Act 2004) except through a separate commercial enterprise that is responsible to the Trust;

- (i) receive and hold, on behalf of Rongowhakaata on the trusts set out in clause 3.1, other Treaty Claim Assets; and
- (j) perform other functions provided for, by or under the Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of the Trust.

Investment Company

3.4 To give effect to the purposes in clause 3.1, the Trustees may establish the Investment Company or other commercial entities or enter into limited partnerships to undertake Commercial Activities (other than any fisheries related activities) and manage those Assets (excluding the Trust transfers to the Investment Company or other entity either itself or through any Subsidiary established for that purpose, on behalf of and solely for the benefit of the Trust in furtherance of the Trust's Purposes. For the avoidance of doubt, the Trustees shall also be capable of undertaking Commercial Activities.

Community Development Trust

3.5 To give effect to the purposes in clauses 3.1 the Trustees may establish a Community Development Trust or appoint a Committee in accordance with clause 6.0 of the Third Schedule of this Deed for the purpose of conducting or undertaking any Community Development Activities, either itself or through any subsidiary or other entity established for that purpose on behalf of and for the benefit of Rongowhakaata.

Strategic Governance

3.6 The Trust must exercise strategic governance over:

- (a) its Asset Holding Companies, any Subsidiary of an Asset Holding Company, and any Fishing Enterprise; and
- (b) the process to examine and approve annual plans that set out:
 - (i) the key strategies for the use and development of fisheries assets of Rongowhakaata;
 - (ii) the expected financial return on those assets;
 - (iii) any programme to:
 - (A) manage the sale of annual catch entitlements derived from the Settlement Quota held by the Trust's Asset Holding Companies or their Subsidiaries; and
 - (B) reorganise the Settlement Quota held by Asset Holding Companies or their Subsidiaries, in the buying and selling of Settlement Quota in accordance with the Act,

but not in such a manner as will result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993, and nor will this clause 3.6 or any other provision of this Deed prevent the Trust or any Subsidiary of the Trust from entering into such arrangements with another company or trust as the Trustees consider necessary or desirable to efficiently and effectively

administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1;

- (c) the Investment Company established under clause 3.4 by:
 - (i) ensuring that the Investment Company is 100% owned and controlled by the Trust;
 - (ii) monitoring and otherwise overseeing the activities of the Investment Company;
 - (iii) exercising the power to appoint and remove the directors of the Investment Company; and
 - (iv) in exercising the powers under clause 3.6(c)(iii), ensuring that:
 - (A) there will be not more than five and not less than three directors of the Investment Company. At least one director must be a Member of Rongowhakaata and at least one must be an independent (and not a Member of Rongowhakaata). The directors may invite an associate director(s) to attend meetings of the directors, but an associate director may not exercise a vote at any such meeting;
 - (B) a director of the Investment Company will only be appointed if that person has the particular skills and expertise that are required of a member of the board, bearing in mind the activities that the Investment Company undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the board; and
 - (C) two of the directors of the Investment Company will retire from office as at the date chosen for the annual general meeting of the Investment Company in each year. The directors to retire will be those who have been longest in office since their last appointment. However, in the case of directors who were last appointed on the same day, those to retire will be determined by agreement between those directors or, if agreement cannot be reached, by lot. Retiring directors will be eligible for reappointment.
- (d) the Community Development Trust established under clause 3.5 by:
 - (i) monitoring and otherwise overseeing the activities of the Community Development Trust;
 - (ii) retaining and exercising the power to appoint and remove the trustees of the Community Development Trust; and
 - (iii) in exercising the powers under clause 3.6(d)(ii) ensuring that:
 - (A) there will not be more than five and not less than four trustees of the Community Development Trust. A majority of the trustees of the Community Development Trust must be Members of Rongowhakaata, although such trustees need not be Trustees. If the trustee of the Community Development Trust is a company it will have not more than five (5) and not less than four (4) directors, a majority of whom

must be Members of Rongowhakaata, although such directors need not be Trustees;

- (B) a trustee of the Community Development Trust will only be appointed if that person has the particular skills and expertise required of a member of the trust board bearing in mind the activities that the Community Development Trust undertakes or is likely to undertake in the future and the mix of skills and expertise required on the board.
- (e) the qualifications, training and accountability of the Trustees by:
- (i) implementing and giving effect to the guidelines contained in the Sixth Schedule (as amended from time to time by the Trustees); and
 - (ii) regularly reviewing and, if necessary, amending and updating those guidelines. Any amendments to the guidelines may be made by resolution of the Trustees and will not constitute an amendment to this Deed for the purposes of clause 15.0; and
 - (iii) recording any resolution of the Trustees to amend the guidelines in the Sixth Schedule in the minute book of the Trustees and noting such amendments at the next Trust Annual General Meeting following that resolution.

Assets held for Rongowhakaata

3.7 All assets held and income derived by any member of the Rongowhakaata Group will be held and derived for and on behalf of the Trust.

Directors responsible for governance of Corporate Entities

3.8 For the avoidance of doubt, and except as expressly provided by this Trust Deed, all members of the Rongowhakaata Group, including the Corporate Entities, will be governed by their respective boards. The role of the Trust in respect of those other members of the Rongowhakaata Group is limited to the exercise of the rights conferred on the Trust by this Deed, or as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

Remuneration of directors and other trustees

3.9 The Trust will determine the remuneration payable to any:

- (a) director of the Investment Company;
- (b) trustee of the Community Development Trust; and
- (c) member of any executive committee of the Trust established pursuant to clause 4.6.

No influence in determining remuneration

3.10 No Trustee receiving any remuneration referred to in clause 3.9 will take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor will the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

No non-charitable objects and purposes

- 3.11 The objects and purposes of the Trust will not include or extend to any matter or thing which is or will be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees. Without derogating from clauses 15.0 or 16.0, the Trust will be restricted accordingly and limited to New Zealand.

4.0 Appointment and Powers of Trustees and Management of the Trust

Election of Trustees

- 4.1 The Trustees from time to time of the Trust will be elected and appointed to office in accordance with the clauses set out in the Second Schedule.

Powers of Trustees

- 4.2 To achieve the purposes of the Trust:
- (a) The Trustees will have 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 Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund including, for the avoidance of doubt, but subject to complying with the applicable provisions of the Act and the Māori Commercial Aquaculture Claims Settlement Act 2004, the acquisition and disposition of Settlement Quota and Income Shares and Fisheries Settlement Assets.
 - (c) Accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do (or procure the doing of) any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
 - (d) Except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in their absolute discretion, at such times, upon such terms and conditions, and in such manner as the Trustees may decide;
 - (e) If any dividend or distribution is received which, in the opinion of the Trustees, has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision will be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees will not be liable to any person in respect of the payment of any moneys in accordance with a decision made by the Trustees under this clause 4.2;
 - (f) The Trustees may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management

and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;

- (g) If any income of any financial year of the Trust will not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year the Trustees must accumulate that income. Any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers in this Deed in respect of the capital of the Trust Fund; and
- (h) The Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

Management of the Trust and Office

4.3 The Trustees will have the absolute management and entire control of the Trust Fund. In exercising those powers:

- (a) The Trust may appoint a Manager to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Trust Deed.
- (b) The Manager will be responsible for the employment of all other employees of the Trust and will exercise such other powers and discretions as are delegated to him or her by the Trust from time to time.
- (c) A Trustee may not hold the position of Manager nor may a Trustee be an employee of, or a contractor or consultant to the Trust or any Corporate Entity in the Rongowhakaata Group or be engaged in any paid capacity whatsoever other than as a director of a Corporate Entity or by virtue of holding the office of Trustee.
- (d) The office of the Trust will be at such place as the Trustees resolve from time to time.

Proceedings of Trustees

4.4 Except as otherwise provided in this Deed, the proceedings and other affairs of the Trustees will be conducted in accordance with the clauses set out in the Third Schedule.

Delegation of Powers Generally

4.5 The Trustees may delegate in writing to any committee of any Trustee, Trustees or employee who is the Manager of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that the Trustees may not delegate strategic governance. In addition:

- (a) Any person or committee acting under delegated power will act in accordance with the terms of this Deed and, in the absence of proof to the contrary, will also be presumed to be acting within the terms of the delegation;
- (b) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time;
- (c) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide;

- (d) The Trustees must, in delegating the powers of the Trustees, provide restrictions or clauses by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

Executive Committee

- 4.6 Without limiting clause 4.5 the Trustees may establish an executive committee at any time. The Trustees have the power to determine the structure of the executive committee including who will be appointed to the executive committee. The Chair and Deputy Chair of the Trust will ex officio be chair and deputy chair of the Executive Committee.
- 4.7 The purposes of the Executive Committee include, but are not limited to,:
 - (a) Overseeing and monitoring the activities of the Rongowhakaata Group to ensure that each member of the Group complies with this Deed and, where applicable, the Rongowhakaata Strategic Plan, its Annual Plan and Statement of Intent and with any relevant legislation;
 - (b) Keeping the members of the Rongowhakaata Group informed on a regular basis as to the activities of the Trust, Te Kāhui Kaumātua, the Investment Company and the Community Development Trust;
 - (c) Making recommendations to the members of the Rongowhakaata Group;
 - (d) Providing advice and guidance to the Manager; and
 - (e) Receiving any other lawful delegation from the Trust permitted by this Deed.
- 4.8 For the avoidance of doubt, if an executive committee is not formed, the Trustees are responsible for the purposes described above.

Plans

- 4.9 The Trust will produce the following plans:
 - (a) **Annual Plan:** in addition to the requirement in clause 3.6(b), no later than one month before the commencement of each Income Year the Trust will prepare an annual plan which specifies in respect of that Income Year information including:
 - (i) the strategic vision of the Trust for the Rongowhakaata Group;
 - (ii) the nature and scope of the activities proposed by the Trust for the Rongowhakaata Group in the performance of the Trust Purposes;
 - (iii) the ratio of capital to total assets;
 - (iv) the performance targets and measurements by which performance of the Rongowhakaata Group may be judged;
 - (v) the manner in which it is proposed that projected income will be dealt with; and
 - (vi) any proposals for the ongoing management of the Trust's Assets having regard to the interests of all Members of Rongowhakaata.

- (b) **Rongowhakaata Strategic Plan:** in addition to the requirement in clause 4.9(a), within 12 months following the adoption of this Trust Deed, and update not less than every two years, the Trust will also produce the Rongowhakaata Strategic Plan. The Rongowhakaata Strategic Plan will set out the longer term vision of the Trust for Rongowhakaata and will include a statement by the Trust of the commercial, management and distribution policies that the Trust intends to follow in respect of the Trust Assets and the Community Development Activities intended to be undertaken in pursuit of the Trust Purposes. In producing and updating the Rongowhakaata Strategic Plan, the Trustees will seek input from, and consult with, Members of Rongowhakaata by such means as the Trustees consider appropriate including, without limitation, seeking written comment and holding Marae meetings and hui-ā-iwi.
- (c) **Asset Holding Company and Fishing Enterprise:** the Trust will produce the annual plans required by and complying with clause 7.2(c).

Annual Reports, Accounts and Audit

4.10 For each Income Year, the Trust will:

- (a) **Preparation of Annual Report:** within five months after the end of each Income Year cause to be prepared an annual report on the affairs of the Rongowhakaata Group covering that Income Year. The annual report will include a comparison of performance against Annual Plan, and Consolidated Financial Statements including a statement of financial position and statement of financial performance and notes to those documents so as to give a true and fair view of the financial affairs of the Rongowhakaata Group for that Income Year. The financial statements will include as a separate item details of any remuneration to any Trustee and details of any premiums paid in respect of Trustees' indemnity insurance.
- (b) **Audit of Financial Statements:** ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the annual general meeting of the Trust for the Income Year immediately following the Income Year to which the financial statements relate.
- (c) **Appointment of Auditor:** appoint the auditor prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor will also be fixed at that time. No Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant will not be appointed as the auditor.

Investment Company and Community Development Trust Plans and Reports

4.11 In relation to the Investment Company and Community Development Trust:

- (a) **Investment Company and Community Development Trust to prepare Plans and Statements of Intent:** the Trust will procure that each of the Investment Company and the Community Development Trust will:
 - (i) within three months of the establishment of the Investment Company and the Community Development Trust respectively, prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;

- (ii) as required by the Trust, update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business or activities and the business or activities of any of its Subsidiaries;
 - (iii) within three months of the establishment of the Investment Company and the Community Development Trust respectively, prepare a five year plan which will be updated not less than every two years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in clause 4.11(a)(i);
 - (iv) no later than one month following the completion of the five year plan referred to in clause 4.11(a)(iii), and thereafter no later than two months before the commencement of each Income Year, prepare an annual plan setting out the steps to be taken in the relevant Income Year to meet its five year planning objectives and fulfil the objectives and principles of the Statement of Intent;
 - (v) in the case of the Investment Company, ensure that the Statements of Intent, five year plan and annual plan include details of the categories of investment proposed to be undertaken, the relative proportion of the total investment fund to be compromised in each such category and relevant risk management strategies.
 - (vi) in addition to any normal reporting requirements, within two months after the completion of the first, second and third quarter of each Income Year send to the Trust reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trust may require from time to time).
- (b) **Trust Approval Required:** prior to being implemented all Statements of Intent, five year plans and Annual Plans must be approved by the Trust. Such approval will be given in light of the Trust's overall plans and policies in respect of the Trust's Assets and the Rongowhakaata Group, including the Rongowhakaata Strategic Plan, and having regard to the specific roles of the Investment Company and the Community Development Trust as set out in clauses 3.4 and 3.5. However, nothing in this clause will allow the Trust to give directions beyond approving or not approving any Plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the directors of the Investment Company, or the trustees of the Community Development Trust, will otherwise retain full discretion in respect of the implementation of the Plans and Statements of Intent.
- (c) **Reports by Investment Company to comply with Companies Act 1993:** the Trust will procure that all annual reports by the Investment Company comply in all respects with the requirements of the Companies Act 1993, including without limitation:
- (i) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the Investment Company or any of its Subsidiaries, or the classes of business in which the Investment Company has an interest, whether as a shareholder of another investment company or otherwise;

- (ii) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993;
- (iii) the auditor's report of the financial statements (or group financial statements) of the Investment Company for that Income Year;

but excluding the information required by section 211(1)(g) of the Companies Act 1993 where the Trust so decides pursuant to clause 4.15.

- (d) **Community Development Trust to meet Companies Act standard:** all reports by the Community Development Trust will be provided to the same standard, including as to form and content, as is required under clause 4.11(c) as if the Community Development Trust was a company.
- (e) **Report to include comparison against plans:** in addition to the matters set out in clauses 4.11(c) and 4.11(d), the Trust will procure that all reports by the Investment Company and the Community Development Trust include a comparison of their performance against both their respective Annual Plans for that Income Year and their medium and longer term planning objectives (as set out in the five year plans and Statements of Intent).
- (f) **Protection of sensitive information:** for the avoidance of doubt, nothing in this clause 4.11 limits or affects the rights of the Trust, as shareholder in the Investment Company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Investment Company where the Trust considers on reasonable grounds that the information is commercially or otherwise sensitive.
- (g) **Previously Approved Plans and Statements of Intent:** pending approval of any Statement of Intent, five year plan or Annual Plan by the Trust, the Investment Company and Community Development Trust may continue to implement any Statement of Intent, five year plan, and Annual Plan previously approved by the Trust.

Trust Policies

- 4.12 In addition to any policies required by this Trust Deed, the Trustees must develop the following policies for noting at each Annual General Meeting:

Trustee Training Policy

- (a) A Trustee training policy which sets out the training plan for Trustees for the following three years ("the Training Policy"). The Training Policy must identify training opportunities for individual trustees and training opportunities for all Trustees, including indicative timeframes. At each Annual General Meeting, the Trustees must report as to progress with the Training Policy.

Trustee Code of Conduct

- (b) A Trustee Code of Conduct which will be on such terms as agreed by the Trustees from time to time, but must include a provision which sets out the agreed minimum percentage of attendance at Trust meetings.

Trustee Review Policy

- (c) A Trustee review policy which sets out, as a minimum requirement, that the Trustees individual performance must be reviewed on an annual basis (“the Review Policy”). At each Annual General Meeting, the Review Policy will be presented and noted.
- (d) The Review Policy must identify how annual reviews will take place and include a requirement to report back to the iwi regarding the outcomes of the most recent review at each Annual General Meeting. Where the Trustee review identifies any training required, these are to form part of the Training Policy.
- (e) The Chair and the Deputy Chair must also have an annual review of performance as a Trustee and also as a Chair or Deputy Chair, as the case may be.

Disclosure of Plans, Reports and Minutes

4.13 The Trust will hold at its offices and make available for inspection by any Member of Rongowhakaata during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Consolidated Financial Statements for each of the preceding three Income Years;
- (c) the Annual Plan;
- (d) the Rongowhakaata Strategic Plan;
- (e) the Statements of Intent;
- (f) the minute book of all decisions taken and business transacted at every annual general meeting and special general meeting;
- (g) the personal details on the Register of that Member of Rongowhakaata;
- (h) the Trust Deed;
- (i) the constitution of the Investment Company; and
- (j) the trust deed of the Community Development Trust.

4.14 Any Adult Registered Member of Rongowhakaata will be entitled to obtain copies of this information. However the Trust will also be entitled to recover, at its discretion, all reasonable copying or postage costs (if any).

4.15 For the avoidance of doubt, but subject to the Trust’s reporting obligations in this Deed, the Trust may at its sole discretion limit disclosure of any information about the activities or proposed activities of the Trust and the Rongowhakaata Group which the Trust considers on reasonable grounds to be commercially or otherwise sensitive or subject to obligations of confidentiality.

Reliance on Advice

4.16 When exercising powers or performing duties as Trustees, the 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 Rongowhakaata Iwi Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) a committee of Trustees appointed and acting in accordance with clause 4.5 or 4.6.

4.17 Clause 4.16 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.

Interested Trustees may not vote

4.18 Any Trustee who is or may be, in any other capacity, interested or concerned, either directly or indirectly, in any property or undertaking in which the Trust is or may be in any way concerned or involved:

- (a) will disclose the nature and extent of that Trustee's interest to the other Trustees; and
- (b) will not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust; and
- (c) will be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

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

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust or any Subsidiary of the Trust;
- (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 Iwi, Hapū, Whānau, Marae

4.20 Notwithstanding clauses 4.18 and 4.19, no Trustee will be interested in a matter by virtue of that Trustee being a member of a iwi, hapū, whānau or marae and where his or her interest is not different in kind from the interests of other members of that iwi, hapū, whānau or marae.

Recording of Interest

4.21 A disclosure of interest by a Trustee will be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any iwi, hapū, whānau or marae of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No Private Pecuniary Profit

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

- (a) a Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee);
- (c) subject to clause 4.3(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) a Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity, notwithstanding that the Trustee's connection with that entity is in any way attributable to the Trustee's connection with the Trust;
- (e) a Trustee may have his or her insurance costs met by the Trust in accordance with clause 10.0;

provided that:

- (f) before any such reimbursement paid to a Trustee may be regarded as reimbursement for an expense properly incurred by that Trustee, or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable, or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees;
- (g) the Trustees must disclose in their annual report referred to in clause 4.10(a) next published after payment of that reimbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (i) the amount thereof received by each Trustee or any such firm or entity;
 - (ii) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (iii) the method of calculation of the reimbursement, remuneration or charge; and
- (h) no remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Registered Members

of Rongowhakaata present at the Annual General Meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee.

4.23 Subject to clause 4.22, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee will ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any company by which any business of the Trust is carried out;
- (c) a settlor or a trustee of any trust that is a shareholder of any company by which any business of the Trust is carried out;
- (d) any Related Person of either a director, or any person referred to in clauses 4.22(a) to 4.22(c);

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.23 will be void.

4.24 The Trustees will require that a clause to the same effect as clause 4.18 of this Deed be included in the constitution of the Investment Company and every Asset Holding Company or Fishing Enterprise, or any subsidiary of any of them.

Appointment and removal of Custodian Trustee

4.25 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 such terms of this Deed or any further terms as the Trustees may decide. For the avoidance of doubt, the Custodian Trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any such appointment or otherwise to act pursuant to the provisions of section 50 of the Trustee Act 1956.

5.0 Rongowhakaata Register

Trustees to maintain Rongowhakaata Register

5.1 The Trustees must administer and maintain the Rongowhakaata Register in accordance with the First Schedule.

Registration not Necessary

- 5.2 A Member of Rongowhakaata does not need to be included on the Rongowhakaata Register to be considered a Member of Rongowhakaata under this Deed.

De-registration by Member of Rongowhakaata

- 5.3 An Adult Registered 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 Trust office.

Notice not Necessary

- 5.4 It will not be necessary for the Trust to provide Private Notice to Members of Rongowhakaata where the Trustees believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

6.0 Te Kāhui Kaumātua

Appointment of Te Kāhui Kaumātua

- 6.1 A council of elders of Rongowhakaata will be established and known as Te Kāhui Kaumātua. Each Marae will be entitled to appoint two kaumātua to Te Kāhui Kaumātua.
- 6.2 Appointees to Te Kāhui Kaumātua must be:
- (a) koroua and kuia who are Adult Registered Members of Rongowhakaata;
 - (b) of good standing; and
 - (c) knowledgeable of Rongowhakaata tikanga, reo, kawa and kōrero.

Purpose of Te Kāhui Kaumātua

- 6.3 Te Kāhui Kaumātua will be responsible for protecting the Mauri of Rongowhakaata, including assisting with the resolution of any disputes to the extent provided for under clause 13.0.
- 6.4 Te Kāhui Kaumātua will also advise the Trust on matters involving Rongowhakaata tikanga, reo, kawa and kōrero.

Operation and Proceedings of Te Kāhui Kaumātua

- 6.5 Te Kāhui Kaumātua will regulate its operation in accordance with Rongowhakaata tikanga, including whether a chair and/or deputy chair is required.
- 6.6 Te Kāhui Kaumātua may elect, at its discretion, to utilise the clauses set out in the Third Schedule regarding notice of meetings if it considers appropriate. Te Kāhui Kaumātua must align their operations with the Rongowhakaata Iwi Trust Vision and Values and Strategic Plan.
- 6.7 Any clauses or guidelines regarding the operation and proceedings of Te Kāhui Kaumātua will be communicated to the Trust.

7.0 General Meetings and Reporting

Reporting Responsibilities

- 7.1 Without derogating from its duties under any enactment or at law, the Trust has the reporting responsibilities in relation to its own performance and the performance of the Rongowhakaata Group in accordance with the provisions of this clause 7.0.

Trust to hold an Annual General Meeting

- 7.2 Each year, the Trust must hold a General Meeting at which it provides an opportunity for the Members of Rongowhakaata to consider:

- (a) **Annual Report:** the annual report for the previous financial year, made available to Members of Rongowhakaata not less than 15 Working Days before the meeting, that reports against the objectives set out in the Annual Plan for the previous year, including:
- (i) information on the steps taken by the Trust to increase the number of Members of Rongowhakaata; and
 - (ii) a comparison of the Trust's performance against the objectives set out in the Rongowhakaata Strategic Plan and the Annual Plan, including:
 - (A) changes in the value of the Trust Fund; and
 - (B) profit utilisation; and
 - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Fisheries Settlement Assets and other Assets; and
 - (iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
 - (A) the quantity of Settlement Quota held by the Asset Holding Company of the Trust at the beginning of that year; and
 - (B) the value of Settlement Quota sold or exchanged in that year; and
 - (C) the identity of the purchaser or other party to the exchange; and
 - (D) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota; and
 - (E) the Settlement Quota interests that have been registered against the quota shares of the Trust; and
 - (F) the value of Income Shares sold, exchanged, or acquired; and
 - (v) a report on the interactions of the Trust in fisheries matters:
 - (A) with other entities within the Rongowhakaata Group; and

- (B) with other Mandated Iwi Organisations; and
 - (C) with Te Ohu Kai Moana Trustee Limited; and
- (vi) any changes made under section 18 of the Act to constitutional documents of the Trust or those of its Asset Holding Companies or any Subsidiaries of the Asset Holding Companies.
- (b) **Annual Plan:** the Annual Plan for the next financial year, that must include:
 - (i) the objectives of the Annual Plan including the matters set out in clause 4.9(a); and
 - (ii) the policy of the Trust in respect of the sales and exchanges of Settlement Quota; and
 - (iii) any changes in that policy from the policy for the previous year; and
 - (iv) any proposal to change the constitutional documents of any fishing company owned by the Trust; and
- (c) **Asset Holding Company Annual Report:** in relation to every Asset Holding Company of the Trust or any Subsidiary of an Asset Holding Company that receives Fisheries Settlement Assets, and in relation to any enterprise established by the Trust under clause 8.2 to conduct fishing operations utilising annual catch entitled from the Trust'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 7.2 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:
 - (A) the key strategies for the use and development of Rongowhakaata fisheries assets;
 - (B) the expected financial return on those assets;
 - (C) any programme to:
 - (aa) manage the sale of annual catch entitlements derived from the Settlement Quota; or
 - (bb) reorganise the Settlement Quota held by that enterprise by buying or selling quota in accordance with the Act; and
- (d) **Trustee Remuneration:** the remuneration proposed to be paid to the Trustees;
- (e) **Constitution Changes:** any proposal to change the constitutional documents of any Asset Holding Company, or any of their Subsidiaries; and
- (f) **Other Notified Business:** any other notified business; and

- (g) **General Business:** at the discretion of the Chair under clause 7.3(j), any other general business raised at the meeting.

Procedure for General Meetings of Members of Rongowhakaata

7.3 General Meetings of Members of Rongowhakaata will be held and conducted in accordance with the following provisions:

- (a) **Annual General Meeting:** Each Annual General Meeting must be held within six months of the end of each Income Year.
- (b) **Special Meeting:** A General Meeting, called a Special General Meeting, will be convened by the Trustees on the written request of:
 - (i) the Chair of the Trustees (or the Deputy Chair if the Chair is indisposed); or
 - (ii) not less than four of the Trustees; or
 - (iii) not less than fifty of the Adult Registered Members of Rongowhakaata who between them are registered with not less than three Marae ,

provided that no meeting may be convened to consider:

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

unless the Trustees have resolved to:

- (viii) seek approval of the Adult Members of the Iwi under section 70 of the Act;
- (ix) obtain the approval of the Adult Members of the Iwi under section 159 of the Act;
- (x) obtain the prior approval of the Adult Members of the Iwi under section 162 of the Act; or
- (xi) obtain the prior approval of the Adult Members of the Iwi in accordance with section 172 of the Act,

as the case may be; and

- (xii) the request must state the objects for which the Special General Meeting is required and be signed (including counterparts) by those requesting the Special General Meeting; and
- (xiii) the Special General Meeting must be held within 30 Working Days from the date the request was received by the Trust.

- (c) **Notice of General Meeting:** Members of Rongowhakaata will be given not less than 20 Working Days' notice of a General Meeting in accordance with this Deed and otherwise in accordance with the requirements of the Act.
- (d) **Method of Notice:** Notice of each General Meeting will be:
- (i) posted or emailed to each Adult Registered Member of Rongowhakaata at the last address shown for the Adult Registered Member on the Rongowhakaata Register. If notice sent to an electronic address fails, and a Trustee, or an employee or agent of the Trust, is aware of the failure, then the notice must be sent to the last known physical address;
 - (ii) inserted, on at least one occasion, a prominent advertisement in any newspapers circulating in regions where the Trust considers that a significant number of Members of Rongowhakaata reside; and
 - (iii) inserted prominently on Rongowhakaata websites;
- (e) **Content of Notice:** All such notices will contain:
- (i) the date, time and place of the meeting;
 - (ii) an agenda of matters to be discussed at the meeting;
 - (iii) details of where copies of any information to be laid before the meeting may be inspected.
- (f) **Quorum:** No business will be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:
- (i) four or more of the Trustees; and
 - (ii) thirty Adult Registered Members of Rongowhakaata who between them are registered with not less than three Marae.
- (g) **Adjourned meeting:** If after one hour of the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting will stand adjourned to be reconvened seven days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present after one hour from the time appointed for that adjourned meeting, the Adult Registered Members of Rongowhakaata present will constitute a quorum.
- (h) **Chair:** The Chair or, failing him or her, the Deputy Chair, will preside over and have control of every General Meeting. If there is no Chair or Deputy Chair present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose any of their number to substitute as Chair for that meeting.
- (i) **Resolutions:** A resolution will be passed at a General Meeting, as follows:
- (i) except in the case of resolutions described in clause 1 of the Fourth Schedule or clause 7.3(i)(ii) and 7.3(i)(iii), by more than 50% of the Adult Registered Members of Rongowhakaata who are entitled to vote and actually cast a vote

in accordance with the voting procedures established in accordance with clause 7.3(n);

(ii) in the case of a resolution for:

- (A) ratification of, or changes to, this Deed in accordance with the requirements of sections 17, and 18 as the case may be, of the Act;
- (B) disposal of Income Shares in accordance with section 70 of the Act;
- (C) Quota to be treated as Settlement Quota in accordance with section 159 of the Act;
- (D) disposal of Settlement Quota in accordance with section 162 of the Act; and
- (E) a request for rationalisation of Settlement Quota under section 172 of the Act,

by a Special Resolution in accordance with the voting procedures set out in the Fourth Schedule, but no such resolution will be passed unless notice in respect of those resolutions has been given in accordance with the Act;

(iii) in the case of a resolution for:

- (A) transfer of authorisations or coastal permits that are Fisheries Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Iwi Aquaculture Organisation); and
- (B) a request that Te Ohu Kai Moana Trustee Limited transfer authorisations or coastal permits that are Fisheries Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Iwi Aquaculture Organisation);

by a Special Resolution in accordance with the voting procedures set out in the Fourth Schedule but no such resolution will be passed unless notice in respect of those resolutions has been given in accordance with the Māori Commercial Aquaculture Claims Settlement Act 2004.

(iv) in the case of a resolution for any of the matters listed in clause 1 of the Fourth Schedule, by a Special Resolution in accordance with the voting procedure set out in the Fourth Schedule.

(j) **General Business:** At the discretion of the Chair, any general business raised at the designated time for general business at any Annual General Meeting may be transacted in addition to the business expressly referred to in the notice calling that meeting.

(k) **Notified Business only at Special General Meetings:** No business will be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that meeting.

- (l) **Meeting not Invalidated:** The accidental omission to give notice to, or a failure to receive notice of an Annual or Special General Meeting to an Adult Registered Member of Rongowhakaata does not invalidate the proceedings at that meeting.
- (m) **Deficiency of Notice:** Subject to clause 8.3(k), a deficiency or irregularity in a notice of any Special General Meeting will not invalidate anything done at the meeting if:
 - (i) the deficiency or irregularity is not material; and
 - (ii) the Adult Registered Members of Rongowhakaata who attend the meeting agree to waive the deficiency or irregularity.
- (n) **Voting:** To the extent that a vote is sought or required at any Annual or Special General Meeting, every Adult Registered Member of Rongowhakaata present will have one vote. All resolutions except Special Resolutions require the approval of not less than a majority of the Adult Registered Members of Rongowhakaata who validly cast a vote. Voting may be by voice or on a show of hands. The Chair of the meeting may also demand a poll on a resolution either before or after any vote, which among other things, requires the Adult Registered Members to verify their eligibility by a process directed by the Chair of the meeting.
- (o) **Unruly Meetings:** If any General Meeting becomes so unruly or disorderly that in the opinion of the Chair of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chair becomes unduly protracted, the Chair may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.
- (p) **Minutes:** The Trust will keep a proper record in a minute book of all decisions taken and business transacted at every Annual General Meeting and Special General Meeting.
- (q) **Minutes to be Evidence of Proceedings:** Any minute of the proceedings at an Annual General Meeting or a Special General Meeting which is purported to be signed by the Chair at that meeting will be evidence of those proceedings.
- (r) **Minutes to be Evidence of Proper Conduct:** Where minutes of an Annual General Meeting or a Special General Meeting have been made in accordance with this clause 7.3 then, until the contrary is proven, the meeting will be deemed to have been properly convened and its proceedings to have been conducted properly.

No derogation from purposes

7.4 Clause 7.0 must not derogate from the provisions of clause 3.11.

8.0 Asset Holding Company and Fishing Enterprise

Trust must hold an Asset Holding Company

8.1 The Trust must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Act subject to the proviso in clause 7.3(b) and the provisions

of clause 7.3(i)(ii) and clause 7.3(i)(iii), that Asset Holding Company is wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Act, which at the date of this Deed are that the Asset Holding Company:

- (a) must be and remain wholly owned and controlled by the Trust;
- (b) must not have more than 40% of its Directors who are also Trustees elected in accordance with this Deed;
- (c) must have constitutional documents that have been approved by a simple majority of the Trustees, as complying with the requirements of the 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 the Trust, 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 Rongowhakaata under the Act;
- (f) must provide dividends solely to the Trust;
- (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 the Trust has complied with its obligations under this Deed including without limitation clause 7.3, and sections 69 to 72 of the Act;
- (i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3, and sections 161 to 176 of the 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 Act;
- (k) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- (l) may transfer to that Subsidiary some or all of the assets received under clause 9.1(e);
- (m) any Subsidiary established under clause 9.1(k):
 - (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 9.1(l);
 - (iii) must provide dividends solely (but indirectly) to the Trust;
 - (iv) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligation under sections 69 to 72 of the 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 Act;
 - (vi) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it will ensure complies with the obligations imposed on it in this clause 8.1; 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 the Trust 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, the Trust 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 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 the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;
 - (b) present an annual plan and statement of incorporate intent to the Trust;
 - (c) report annually to the Trust; and
 - (d) have its accounts audited;

and may provide for the Trust to appoint up to two Trustees as Directors or trustees, as the case may be as Directors 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.

Commercial Aquaculture Activities

8.4 If the Trust wishes to undertake commercial aquaculture activities (as that term is used in the Māori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, the Trust to undertake those activities, and which may be the Asset Holding Company that receives the Settlement Quota and Income Shares.

9.0 Liability of Trustees

General Limitation of Liability

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

Special Resolutions

- 9.2 To avoid doubt, the limitation of liability in clause 9.1 applies to any act or omission of that Trustee or the Trust which is authorised by, or undertaken to give effect to, any Special Resolution or any other resolution of the Adult Registered Members of Rongowhakaata.

10.0 Indemnity and Insurance

Indemnity and insurance for Trustees

- 10.1 Any Trustee, officer or employee of the Trust or any member of the Rongowhakaata Group:

- (a) will be and is hereby indemnified, and
- (b) may have their insurance costs met,

out of the Trust Fund against any liability which he or she incurs as a result of, or in defending or settling any civil or criminal claim or proceedings made or issued because of his or her actions in relation to the Trust or the Rongowhakaata Group, where he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust or any member of the Rongowhakaata Group with the object of fulfilling the Trust Purposes.

Indemnity and insurance costs to be just and equitable

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

Indemnity and insurance in relation to specific trusts

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

Record of Decisions

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

11.0 Rongowhakaata not to be brought into disrepute

Trustees not to bring into disrepute

- 11.1 No Trustee will act in a manner which brings or is likely to bring the Trust or any member of the Rongowhakaata Group into disrepute.
- 11.2 To promote this, the Trustee Code of Conduct must document the requirement at clause 11.1.

Directors not to bring into disrepute

- 11.3 The Trust will also require that any directors or trustees appointed by or at the direction of the Trust to any Corporate Entity in which the Trust has an interest do not act in a manner which brings or is likely to bring the Trust or any member of the Rongowhakaata Group into disrepute.

Procedure regarding allegations

- 11.4 Where 75% of the remaining Trustees become concerned, on reasonable grounds, that a Trustee has breached the Trustee Code of Conduct and, in doing so, has brought the Trust or the Rongowhakaata Group into disrepute, that Trustee may be suspended provided a written notice of the allegation will be served by the Trust on the Trustee.
- 11.5 Upon suspension, the remaining Trustees must then seek independent legal advice to review the decision to suspend. For the avoidance of doubt, to be independent, legal advice under this clause must not be from the Trust's lawyers. Legal advice must be obtained and the review completed within 15 Working Days of the suspension.
- 11.6 Subject to the result of the independent legal advice, the suspension may be rescinded or confirmed. If confirmed, the Trust must implement the following procedure:
- (a) the Trustee will have 30 days from the date the Trust rescinds or confirms the suspension to respond to the written allegation, in writing and delivered to the Trust;
 - (b) if no response is received, or if the Trust is not satisfied with the responses received from the Trustee and reasonably believes that a Trustee has acted in a manner that brings or is likely to bring into disrepute the Trust or any member of the Rongowhakaata Group, the Trust may, by Special Resolution of Trustees formally censure or remove that Trustee from office.

Censure or removal to be notified

- 11.7 Where the Trustee to be censured or removed is a Marae Elected Trustee, that Trustee's censure or removal will, be immediately notified in writing to the Marae for which the Trustee is elected, together with reasons. The censure or removal of any Trustee will also be reported to the Members of Rongowhakaata at the next Annual General Meeting of the Trust following such censure or removal.

Effect of Removal

- 11.8 A Trustee removed from office in accordance with clause 11.6(b) will cease to hold office as a Trustee forthwith and will not be entitled to be re-elected as a Trustee for a period of not less than three years following his or her removal.

Replacement of Trustee

- 11.9 The removal of a Trustee in accordance with clause 11.6(b) will give rise to a casual vacancy which will be filled in accordance with clause 3.5 of the Second Schedule.

12.0 Gifts or Donations

Trust may accept specific trusts

- 12.1 Notwithstanding any other provision in this Trust Deed, the Trust may accept or otherwise hold or deal with any Property (including, for the avoidance of doubt, any power) upon trust for the purposes of the Trust or for any specific purpose that comes within the Trust Purposes. Such a trust may include any trust for the benefit of the Members of Rongowhakaata or any of them. Any Property held by the Trust pursuant to this clause will be dealt with in accordance with the terms of the trust and will not constitute part of the Trust Fund.

Specific trusts to be separate

- 12.2 If the Trust accepts a trust for any specific purpose as outlined in clause 12.1, it must keep the property subject to such trust and any income derived from it separate from the Trust Fund, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

Use of specific trust assets

- 12.3 The Trust will not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Trust may hold. The Trust will also not use the Trust Fund to make good any deficit, loss, damage or breach of trust relating to any specific trust.

Expenses of specific trusts

- 12.4 Each separate specific trust will bear its own administration expenses plus a fair proportion (as determined by the Trust) of the administration expenses applicable to the Trust.

13.0 Dispute Resolution

Notice of Dispute

- 13.1 All disputes referred to the Trust must be submitted to the Trust by notice in writing and the Trust will acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice.
- 13.2 The disputes that are covered by the dispute resolution processes in this clause 13.0 include disputes relating to:
- (a) Membership of Rongowhakaata;
 - (b) Matters of tikanga, reo, kawa, whakapapa and kōrero of Rongowhakaata;

- (c) Inter-Trustee disputes including with regards to the process outlined in clause 11.0;
- (d) Trust Deed interpretation;
- (e) Any other disputes referred to the Trust that the Trustees decide can be referred to the dispute resolution processes below.

Negotiations Kanohi ki te Kanohi

- 13.3 Subject to clause 13.17, the parties to the dispute must meet to discuss the dispute to attempt to resolve matters in good faith through face to face negotiations, kanohi ki te kanohi.
- 13.4 If requested by either party to the dispute, a facilitator will be appointed. The facilitator will be agreed by the parties, or if the parties cannot agree, a facilitator will be appointed by the Appointing Body, having regard to the nature of the dispute and the values set out in this Trust Deed. Unless otherwise agreed, the costs of the facilitator will be shared equally by the parties.
- 13.5 Unless otherwise agreed by the parties in writing, this initial meeting must take place within 20 Working Days of the date the Trust acknowledges the dispute (referred to in clause 13.1).

Optional Mediation

- 13.6 Subject to clause 13.17, if the dispute remains unresolved to the satisfaction of either party after following the process in clause 13.3, the parties may choose to resolve the dispute through a mediation process.
- 13.7 The mediator should have the requisite knowledge and skills to assist the parties with the resolution of the dispute, including knowledge of tikanga. The mediator is to be agreed by the parties. If the parties cannot agree on the appointment of a mediator, the Appointing Body will make the appointment, having regard to the nature of the dispute and the values set out in this Trust Deed.
- 13.8 If all parties to the dispute agree to take the dispute to mediation, unless otherwise agreed, the mediation must take place within 20 Working Days after the process in clauses 13.3 to 13.5 is completed.
- 13.9 For the avoidance of doubt, if one of the parties to the dispute is not willing to take the dispute to mediation and/or the dispute remains unresolved (including through the expiry of the timeframes set out in relation to the mediation process), the dispute must then proceed in accordance with clause 13.10.

Reference to Experts for Determination

- 13.10 Subject to clause 13.17, if the dispute remains unresolved after following the process in clauses 13.3 to 13.9 (or the parties choose not to take the dispute to mediation), the dispute will be referred to an independent and suitably experienced panel of experts for determination.
- 13.11 There will be up to three experts appointed to the panel of experts (“the Panel of Experts”).
- 13.12 The Panel of Experts will be appointed by agreement between the parties. If the parties cannot agree on the appointment of the panel of experts within 10 Working Days after the process in clauses 13.3 to 13.9 are complete (or the timeframes regarding those processes have passed), the parties will make a request to the Appointing Body to appoint the Panel of Experts.

13.13 The experts may indemnify out of the Assets of the Trust Fund if they request an indemnity before accepting appointment.

Role of Experts

13.14 The role of the Panel of Experts will be to make findings and decisions in relation to the dispute as notified to the Trust pursuant to clause 13.1. In appointing the experts, the Appointing Body must have regard to the nature of the dispute and the values set out in this Trust Deed and must appoint such persons who have the necessary skills and expertise to deal with the relevant dispute.

Procedure of Experts

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

Notification of Outcome

13.16 The Panel of Experts will give its findings and decision, together with the reasons therefore, in writing to all parties to the dispute. The decision will be produced as soon as practicable, but not later than 90 days after the Panel of Experts has been appointed, unless otherwise agreed by the parties.

Role of Te Kāhui Kaumātua

13.17 Te Kāhui Kaumātua will play an important advisory role throughout any dispute raised under clause 13.1 as follows:

- (a) a representative of Te Kāhui Kaumātua may be involved as a facilitator in negotiations kanohi ki te kanohi in accordance with clause 13.4.
- (b) if the parties agree to refer the dispute to mediation and the dispute relates to matters of Rongowhakaata tikanga or membership, the Appointing Body must consult with Te Kāhui Kaumātua regarding the appointment of the mediator. The mediator may also seek advice from Te Kāhui Kaumātua regarding matters of tikanga, where the mediator considers necessary and subject to confidentiality between the parties to the dispute.
- (c) if a Panel of Experts is appointed to resolve the dispute and the dispute relates to matters of Rongowhakaata tikanga or membership, the Appointing Body must consult with Te Kāhui Kaumātua in regards to the appointment of an appropriate tikanga or whakapapa expert(s) to the Panel of Experts.
- (d) a representative of Te Kāhui Kaumātua may be invited to attend any of the dispute resolution processes to provide tikanga support and/or to protect the mauri of Rongowhakaata.

13.18 In no circumstances will a member of Te Kāhui Kaumātua be involved as a facilitator if a member of Te Kāhui Kaumātua is a party to the dispute. Where Te Kāhui Kaumātua is involved in the resolution of disputes in accordance with clause 13.17, all interests will be declared.

13.19 For the avoidance of doubt, Te Kāhui Kaumātua has an advisory and consultative role only. The final decision with regards to the appointment of a facilitator, mediator or Panel of Experts under this clause 13.0 is at the sole discretion of the Appointing Body.

14.0 Winding Up of Trust

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

- (a) any such vesting complies with the Act;
- (b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a Special Resolution in accordance with the Fourth Schedule; and
- (c) if, at the time of the Trustees' decision, the Trust is then incorporated under the Charitable Trusts Act 1957, the assets of the Trust will be disposed of in accordance with the provisions of that Act.

15.0 Amendments to Trust Deed

Special Resolution required

15.1 Subject to clauses 15.3, 15.3 and 15.10, all amendments to the Trust Deed will only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

Minor Modifications

15.2 Subject to clause 15.3, the Trustees may amend or vary this Trust Deed by a Special Resolution of Trustees in the following circumstances:

- (a) To make any amendment which is of a formal, minor or technical nature; or
- (b) To correct a manifest error; or
- (c) make any variation which, in the opinion of the Trustees, is not materially prejudicial to the interest of the Members of Rongowhakaata.

Limitations on Amendment

15.3 No amendment will be made to the Trust Deed which:

- (a) changes the Trust Purposes so that the Trust is no longer required to act for the collective benefit of the present and future Members of Rongowhakaata;
- (b) changes this clause 15.3;
- (c) changes the restrictions in clauses 3.10 (no influence in determining remuneration), 4.18 (interested Trustees may not vote), 4.22 and 4.23 (no private pecuniary profit);

- (d) changes clause 14.0 (winding up);
- (e) changes the requirement for a Special Resolution in any of clauses 7.3(i) (Fisheries Settlement Assets), 15.1 (amendments to Trust Deed), 16.0 (Resettlement) or 17.0 (Major Transactions);
- (f) changes the definition of “Member of Rongowhakaata” in clause 1.1 (unless the change is made pursuant to clause 15.6);
- (g) is inconsistent with the Act;
- (h) is proposed to be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Rongowhakaata if the amendment relates to any matter provided for, by or under the Act, unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act.

Consideration of proposals

15.4 Every Adult Registered Member of Rongowhakaata may put forward for consideration by the Trust proposals for amendments to the Trust Deed. Any proposal put forward under this clause 15.4 must be in writing and addressed to the Chair at the registered office of the Trust. Any proposal put forward under this clause 15.4 must be considered by the Trust at its next available meeting. If the Trust does not discard the proposal in accordance with clause 15.5 the Trustees may, in their discretion, put forward the proposal at the next Annual General Meeting.

Proposals may be discarded

15.5 Where a proposal for amendment to the Trust Deed does not comply with clause 15.3, the Trust may in its discretion discard the proposal and the Trust will not be required to notify the proposal pursuant to clause 15.9.

Requirements to alter Marae list

15.6 Where a proposed amendment to the Trust Deed will have the effect of either adding a new Marae to the list of Marae set out in the Fifth Schedule or deleting a Marae from that list, then no special General Meeting may be called in accordance with the requirements of the Fourth Schedule until the following additional requirements have been met:

- (a) the proposed amendment to add or delete the Marae has been submitted by a Member of Rongowhakaata to the Trust which has sought the advice of Te Kāhui Kaumātua;
- (b) Te Kāhui Kaumātua have properly resolved to endorse the addition or deletion of the Marae and have advised the Trust accordingly;
- (c) in the case of a proposal to delete a Marae, the Trustees have ensured that all Members of Rongowhakaata registered with that Marae on the Rongowhakaata Register have been given the ability to be registered with another Marae or that the rights of those Members to vote on the election of Trustees have been preserved by some other method; and

- (d) following the receipt of the advice of Te Kāhui Kaumātua under clause 15.6(a), the Trust has, by a Special Resolution of Trustees, agreed to submit to a Special General Meeting a proposal to amend the Fifth Schedule by adding or (as applicable) deleting the relevant Marae.

Changes to constitutions of Corporate Entities

- 15.7 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 Act, the proposal:
- (a) must not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Rongowhakaata unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;
 - (b) must be consistent with the Act;
 - (c) may only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 7.3(i); and
 - (d) must not amend the requirement in clause 8.3(a) in a manner which would jeopardise the charitable status of a Corporate Entity (where applicable).

Charitable status paramount

- 15.8 Notwithstanding the terms of this Deed, no amendment to this Deed will be made, and if purported to be made will be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2007 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before the Members of Rongowhakaata, competent advice will be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

Notification to Members of Rongowhakaata

- 15.9 Any amendment or proposal under clauses 14.0, 15.0, 16.0 or 17.0 must be notified to Members of Rongowhakaata in the Trust's next communication to them.

Trustee Guidelines

- 15.10 For the avoidance of doubt any amendment to the guidelines in the Sixth Schedule made by the Trustees pursuant to clause 3.6(e) is not an amendment requiring the approval of a Special Resolution.

16.0 Resettlement

Power to Resettle

- 16.1 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 the

Members of Rongowhakaata, 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 Act;
- (b) the resettlement is upon trust for the benefit of all Members of Rongowhakaata;
- (c) the resettlement may only be promoted if a Special Resolution supporting it is put and passed at a General Meeting in accordance with the procedures in the Fourth Schedule;
- (d) the resettlement is upon trusts for Charitable Purposes.

Perpetuities

16.2 Any settlement or resettlement under clause 16.1 must not transgress the clause against perpetuities as it applies to the Trust (if it applies).

17.0 Major Transactions

Special Resolution Required

- 17.1 The Trust must not enter into a Major Transaction unless that Major Transaction:
- (a) has been approved by a Special Resolution at an Annual General Meeting or Special General Meeting for which notice has been properly given in accordance with the Fourth Schedule; or
 - (b) is contingent upon a Special Resolution and the Major Transaction is subsequently approved by Special Resolution at an Annual General Meeting or Special General Meeting passed in accordance with the procedures in the Fourth Schedule; and
 - (c) otherwise complies with the requirements of the Act.
- 17.2 The Trust must not enter into a Major Transaction that involves the mortgage or use as collateral of any Settlement Quota.
- 17.3 The Trust must not enter into a Major Transaction within the meaning of paragraph (d) of that definition involving Income Shares or Settlement Quota within two years after the date on which the Income Shares or the first transfer of Settlement Quota, as the case may be, are transferred to the Trust by Te Ohu Kai Moana Trustee Limited.
- 17.4 If approval is obtained in accordance with clause 17.1 for a Major Transaction (within the meaning of that definition as set out in clause 1.1 of this Deed) involving Income Shares or Settlement Quota, the Trust must comply with the provisions of the Act regarding the offer and sale of the Income Shares or Settlement Quota.
- 17.5 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 the Trust.

Notice to Members of Rongowhakaata

- 17.6 At least 20 Working Days before any Annual General Meeting or Special General Meeting at which a resolution is proposed in accordance with clause 7.3(i) the Trust must give Public Notice of:
- (a) the fact that the Trustees want to enter a Major Transaction;
 - (b) the availability of Voting Papers for Members of Rongowhakaata unable to attend the Annual General Meeting or Special General Meeting and the date by which and address to which completed Voting Papers must be sent in order to be validly cast;
 - (c) the date, time and venue of the Annual General Meeting or Special General Meeting at which the resolution will be put before the Members of Rongowhakaata;
 - (d) the availability, on written request to the Trust, of full particulars (excluding any Confidential Information) regarding the Major Transaction; and
 - (e) any further information prescribed by Te Ohu Kai Moana Limited in accordance with the Act.

Income Shares and Settlement Quota

- 17.7 If a resolution proposed in accordance with clause 7.3(i) relates to a Major Transaction within the meaning of paragraphs (d) or (e) of that definition involving Income Shares, then the Trust must, in addition to the matters requiring notice under clause 7.3(c),:
- (a) give Public Notice specifying the approximate proportion of the total value of the Income Shares of the Trust that are affected by the Major Transaction; and
 - (b) give written notice to every Adult Member of Rongowhakaata specifying 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.
- 17.8 If a Special Resolution proposed in accordance with clause 7.3(i) relates to a Major Transaction within the meaning of paragraphs (d) or (e) of that definition involving Settlement Quota, then the Trust must in addition to the matters requiring notice under clause 7.3(c):
- (a) give Public Notice specifying the approximate proportion of the total value of the Settlement Quota of the Trust 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 is notified in the Trust'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 the Trust may be valid for not more than 12 months from the date on which the approval is given; and

- (b) give written notice, where required, to every Adult Member of Rongowhakaata specifying the amount of Settlement Quota affected by the Major Transaction and a reasonable estimate of the likely market value of such Settlement Quota.

18.0 Review of Trust Deed

- 18.1 Every five years, commencing from five years after the date of this Trust Deed, the Trust will undertake a review of this Trust Deed and its operation.
- 18.2 Following the completion of the review of the Trust Deed and its operation, the Trust will report to the next Annual General Meeting on the outcomes of the review of the Trust Deed. The outcomes of the review will include written recommendations as to the amendments (if any) that should be made to this Trust Deed.

19.0 Transitional Provisions

Annual General Meeting Transition

- 19.1 This Trust Deed dated **[insert date]** provides for some changes to the election process and to the dates and timeframes for Annual General Meetings. For the avoidance of any doubt, the first Annual General Meeting following the adoption of this Trust Deed will be held before June 2018. After that date, every other Annual General Meeting held will be in accordance with clause 7.2.

Election Transition

- 19.2 Those Trustees in office as at the date of this Trust Deed will remain in office until the Annual General Meeting in 2018 where all Trustees are required to resign and an election will be held in accordance with the Second Schedule.
- 19.3 Trustees required to step down in accordance with clause 19.2 will be eligible for re-election.

Executed as a deed

Signed by **Moera Brown** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

Signed by **George Ria** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

Signed by **Bobby Howard** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

Signed by **Fred Renata Maynard** as a trustee of)
the **Rongowhakaata Iwi Trust** in the presence) _____
of:)

Signature of witness

Name of witness

Occupation

Address

Signed by **Jody Wyllie** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

Signed by **LeRoy Pardoe** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

Signed by **Lisa Taylor** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

Signed by **Mere-Kingi Nepe** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

Signed by **Staci Hare** as a trustee of the)
Rongowhakaata Iwi Trust in the presence of:) _____

Signature of witness

Name of witness

Occupation

Address

FIRST SCHEDULE

Rongowhakaata Register

1.0 TRUST TO KEEP REGISTER

1.1 The Trust will administer and maintain the Rongowhakaata Register in accordance with the clauses and procedures set out in this Schedule.

2.0 CONTENTS OF REGISTER

Register to contain Members' details

2.1 The Rongowhakaata Register will have recorded in it the full names, dates of birth and postal addresses of the Members of Rongowhakaata. It will also record the name of the Marae to which each Member of Rongowhakaata is registered for the purposes of Trustee elections.

Registration limited to one Marae

2.2 Although a Member of Rongowhakaata may whakapapa to more than one Marae, each Member of Rongowhakaata must nominate one Marae to which he or she chooses to register for the purposes of Trustee elections, and this will be the only Marae registration shown for that Member of Rongowhakaata on the Register. No Member of Rongowhakaata will be shown on the Register as registering with more than one Marae.

Membership Registration Number

2.3 The Trust will allocate a membership identification number to each Adult Registered Member of Rongowhakaata on the Register. Immediately after allocation, the Trust will notify the relevant Adult Registered Member of Rongowhakaata of his or her membership identification number.

3.0 APPLICATIONS FOR REGISTRATION

Form of applications

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

- (a) the full name, date of birth and postal address of the applicant;
- (b) the name of the Marae to which the applicant claims affiliation for the purposes of Trustee elections;
- (c) the whakapapa (genealogical connections) through which the applicant claims affiliation to Rongowhakaata and the name of the Marae to which the applicant claims to affiliate in terms of paragraph (b) of this clause, including details of the whakapapa connection of the applicant to Rongowhakaata and to the relevant Marae;
- (d) such evidence as the Trust may from time to time require as to that applicant's status as a Member of Rongowhakaata and/or affiliation to a particular Marae;

- (e) any other identifiers or contact information for Members of Rongowhakaata as the Trust may consider appropriate from time to time.

Applicants

- 3.2 An application for registration as a Member of Rongowhakaata may be made by:
- (a) Members of Rongowhakaata who are 18 years of age or older, on their own behalf or by their legal guardian;
 - (b) other Members of Rongowhakaata who are under the age of 18 years, by their parent or legal guardian on their behalf.

4.0 DECISIONS AS TO MEMBERSHIP

Whakapapa Committee to be established

- 4.1 The Trust will establish a Whakapapa Committee to make decisions on all applications made pursuant to clause 3.1 of this Schedule by any person for the recording in the Rongowhakaata Register of that person's membership of Rongowhakaata.

Composition of Whakapapa Committee

- 4.2 The Trust will appoint a Whakapapa Committee. The Whakapapa Committee will comprise not less than three and not more than five members of Rongowhakaata, with the expertise and knowledge of Rongowhakaata whakapapa necessary to make determinations regarding membership applications.
- 4.3 Trustees with the required expertise and knowledge of Rongowhakaata whakapapa may be appointed to the Whakapapa Committee.

Consideration of applications

- 4.4 All applications for membership pursuant to clause 3.1 of this Schedule, together with any supporting evidence, will be forwarded to the Whakapapa Committee by the Trust.

Decisions to be made on applications

- 4.5 Upon receipt of an application for membership in accordance with clause 3.1 of this Schedule the Whakapapa Committee will consider the application and will make a decision as to whether or not the application should be accepted both as to the applicant's status as a Member of Rongowhakaata and as a member of the Marae to which the applicant claims to affiliate.

Successful applications to be notified and registered

- 4.6 In the event that the Whakapapa Committee decides that the application should be accepted, such decision will be notified in writing to the Trust. The Trust will then notify the applicant and enter the applicant's name and other relevant details (including membership identification number in accordance with clause 2.3 of this Schedule) in the appropriate part of the Rongowhakaata Register.

Notification of unsuccessful applicants

- 4.7 In the event that the Whakapapa Committee decides to decline the application (whether as to the status of the applicant as a Member of Rongowhakaata or as a member of any Marae) then such decision will be conveyed in writing to the Trust, together with the reasons for the decision. The Trust will then notify the applicant in writing of the decision, together with the reasons given for the decision.

Unsuccessful applicant may reapply

- 4.8 Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Whakapapa Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the previous application) as to the applicant's status as a Member of Rongowhakaata or as affiliating to a particular Marae.

Members may change Marae

- 4.9 Any Member of Rongowhakaata who is registered on the Rongowhakaata Register may, by applying in writing to the Trust, change the Marae that he or she is for the time being recorded as registered with.

Process to change Marae

- 4.10 Any application to change Marae will be dealt with by the Trust in the same manner as applications for membership as set out in this clause 4.0.

5.0 MAINTENANCE OF REGISTER

Trust to establish policies

- 5.1 The Trust will take such steps and institute such policies as are necessary to ensure that the Rongowhakaata Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Rongowhakaata.

Assistance in identifying membership

- 5.2 The Trust will include in the policies that it develops, policies for assisting in the identification and registration of those Members of Rongowhakaata that are not on the Rongowhakaata Register. Such policies will include policies as to the nature of the assistance that the Trust will provide to those persons that believe that they are Members of Rongowhakaata but for whatever reason are not able to establish such membership.

Responsibility of Members of Rongowhakaata

- 5.3 Notwithstanding clause 1.1 of this Schedule it will be the responsibility of each person who is a Member of Rongowhakaata (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Rongowhakaata Register and that his or her full postal address, as it may change from time to time, is provided and updated.

Consequences of registration

- 5.4 Registration of any person on the Rongowhakaata Register as a Member of Rongowhakaata will be conclusive evidence of that person's status as a Member of Rongowhakaata and affiliation to the Marae with which he or she is recorded.

Register available for Inspection

- 5.5 Subject to any policies that may be adopted by the Trust from time to time for the protection of private information, the Trust will ensure that the Rongowhakaata Register is available to be inspected during business hours by all Adult Registered Members of Rongowhakaata.

SECOND SCHEDULE Elections of Trustees

1.0 PROCEDURE

This Schedule to apply

1.1 The Trustees will be elected to office in accordance with the clauses and procedures set out in this Schedule, and for the first elections following the adoption of this Deed, in accordance with the Transitional Provisions at clause 19.0 of the Deed.

Number of Trustee Representatives

1.2 There will be one Trustee elected in relation to each Marae (“Marae Elected Trustee”) and three Trustees elected on Rongowhakaata-wide basis (“Iwi Elected Trustees”).

1.3 At the date of this Deed, there are five Marae listed in the Fifth Schedule. As a result, there will be five Marae Elected Trustees and three Iwi Elected Trustees – a total of eight Trustees as depicted in the diagram below.



Election of Marae Elected Trustees

1.4 In addition to voting for Iwi Elected Trustees, where an Adult Registered Member of Rongowhakaata is registered with a Marae, he or she is also entitled to cast a vote for one Marae Elected Trustee in relation to the Marae with which he or she is registered as at the date of voting.

Election of Iwi Elected Trustees

1.5 Each Adult Registered Member of Rongowhakaata will be entitled to cast a vote for up to three candidates for the Iwi Elected Trustee positions.

2.0 ELIGIBILITY FOR APPOINTMENT

Marae Elected Trustee Eligibility

2.1 To be eligible for election as a Marae Elected Trustee, a candidate must:

- (a) as at the closing date for nominations in the relevant election, be recorded in the Rongowhakaata Register as registered with the Marae for which the election is being held;
- (b) not also stand for election as a Marae Elected Trustee in relation to any other Marae in the same Election Year;
- (c) not also stand for election as an Iwi Elected Trustee in the same Election Year;

- (d) fulfil the eligibility requirements for:
 - (i) being a trustee of a Māori Trust Board under the Māori Trust Boards Act 1955; and
 - (ii) standing for election as a candidate in a general election in accordance with the Electoral Act 1993; and
 - (iii) being an officer of a charitable entity under the Charities Act 2005; and
 - (iv) being a director under the Companies Act 1993;
- (e) not have been removed from the office of Trustee in accordance with clause 19.2 within the last three years; and
- (f) not have ceased to hold office in the last three years for any of the reasons set out in clause 13.0 of this Schedule.

Iwi Elected Trustee Eligibility

2.2 To be eligible for election as an Iwi Elected Trustee, a candidate must:

- (a) as at the closing date for nominations in the relevant election, be recorded in the Rongowhakaata Register as an Adult Registered Member;
- (b) meet the requirements of clauses 2.1(d) to 2.1(f) of this Schedule;
- (c) not also stand for election as a Marae Elected Trustee in the same Election Year.

Trustees not to be Trust employees

2.3 A Trustee will not hold the position of Manager nor will a Trustee be employed as an employee of the Trust, or be engaged as a contractor or consultant to the Trust in any paid capacity whatsoever other than in a paid capacity pursuant to clause 4.1 of the Trust Deed (as a Trustee) or clause 3.9 of the Trust Deed (as a director of a Corporate Entity, trustee of the Community Development Trust or a member of an executive committee undertaking Community Development Activities).

Trustees may be Directors

2.4 Nothing in this Deed, including without limitation clause 2.3 of this Schedule, prevents a Trustee from holding office as a director or trustee of any other member of the Rongowhakaata Group.

Trustee elections every three years

2.5 Elections of the Trustees must be held with the first Annual General Meeting following the adoption of this Trust Deed under clause 19.1, that is, by June 2018, and every Third Income Year thereafter.

2.6 Elections must be concluded in time for the Trustees elected in each Election Year to take office immediately following the Annual General Meeting of the Trust held in that year.

Transition of Trustees

- 2.7 In the situation where the outgoing Chair is not re-elected as a Trustee (“the Outgoing Chair”), the Outgoing Chair will assist the new Trustees in an ex-officio capacity for a period of six months following the Annual General Meeting. The Outgoing Chair is required to assist with the induction of the new Trustees. The Outgoing Chair will not have any voting rights during this period.
- 2.8 The Outgoing Chair will be entitled to payment for the completion of that role as determined by the outgoing Trustees prior to the completion of their term of office.

3.0 TERM OF OFFICE

Term of office

- 3.1 Subject to clauses 3.3, 3.4 and 13.0 of this Schedule, each Trustee will hold office from the date he or she is elected until the conclusion of the Annual General Meeting of the Trust in the following Election Year, that being three years later.

Trustees to face re-election every three years

- 3.2 No Trustee will hold office for longer than three years without being required to stand for re-election.

Continuation of Trustee where no replacement elected

- 3.3 Subject to clause 13.0 of this Schedule, if the election of a Trustee or Trustees to represent a Marae is not completed within the timeframe prescribed for such election (including because of a review of the election of a Trustee under clause 11.0 of this Schedule) then the sitting Trustees representing that Marae shall continue to hold office until the election is completed and he or she has either been re-elected or replacement Trustees have been elected. This clause shall not affect the term of the Trustees that are eventually elected, which term shall expire at the conclusion of the Annual General Meeting of the Trust in the Election Year following their election.

Eligibility of sitting Trustees

- 3.4 Sitting Trustees will be eligible for re-election.

Casual Vacancies

- 3.5 In the case of a Marae Elected Trustee, should a casual vacancy arise as a result of that Trustee ceasing to hold office prior to the expiry of his or her term of office, that vacancy will be filled by the relevant Marae. That Marae may decide in its absolute discretion on the process for appointment. That Marae may decide on the process for appointment subject to Rongowhakaata Iwi Trust Approval.
- 3.6 In the case of an Iwi Elected Trustee, should a casual vacancy arise as a result of that Trustee ceasing to hold office prior to the expiry of his or her term of office, that vacancy will be filled by a simple majority vote of the remaining Trustees.
- 3.7 Where a casual vacancy arises more than 15 months before the next Election Year, the vacancy will be filled in accordance with clauses 3.5 or 3.6 but the following will apply:

- (a) in the case of an Iwi Elected Trustee only, the appointment of a Trustee to fill the casual vacancy must be put to the next Annual General Meeting and a resolution passed to confirm the continued appointment of that Trustee through to the next Election Year;
- (b) where such a resolution is not passed at the Annual General Meeting, an election will be held to fill the vacancy for the remainder of the period to the next Election Year.

3.8 In the case of a Trustee appointed pursuant to clause 3.5 or 3.6 of this Schedule, the Trustee thereby appointed will hold office for the balance of the term of office of the Trustee that he or she has replaced. During that time he or she will have all the powers, duties and responsibilities of an elected Trustee.

Temporary Trustee

3.9 If the Marae decides in accordance with clause 3.5 not to appoint a Trustee to fill a casual vacancy, the Trust may consult with the relevant Marae at a meeting to be held at such time and place as determined by the Trust. Following that meeting, the Trust may appoint a temporary Trustee to hold office by a simple majority of the Trustees.

3.10 A temporary Trustee appointed under clause 3.9 will hold office for the balance of the term of office of the Trustee that he or she has replaced. During that time he or she will have all the powers, duties and responsibilities of an elected Trustee.

4.0 MAKING OF NOMINATIONS

Calling for nominations

4.1 In each Election Year the Trust will give notice calling for nominations for the Trustee positions at least three months before the Annual General Meeting of the Trust to be held in that Election Year, and in sufficient time for the election to be concluded in accordance with clause 4.0 of this Schedule. Such notice will specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Trust or such other person as the notice directs.

Timing for nominations

4.2 All nominations must be lodged with the Trust no later than 15 Working Days following the date upon which the notice calling for nominations is first given.

Form of notice

4.3 All notices given under this clause 4.0 will be given in the following manner:

- (a) in writing and posted (including, by electronic form where available) to all Adult Registered Members of Rongowhakaata at the last address shown for each such Adult Registered Member of Rongowhakaata on the Rongowhakaata Register. If notice sent to an electronic address fails, and a Trustee, or an employee or agent of the Trust, is aware of the failure, then the notice must be sent to the last known physical address; and
- (b) inserted, on at least one occasion, prominently in any newspapers circulating in regions where the Trust considers that a significant number of Members of Rongowhakaata reside; and

- (c) inserted prominently on Rongowhakaata websites;

Inclusion of invitation to register

- 4.4 Any such notice will also invite applications from qualified persons for inclusion of their names in the Rongowhakaata Register, and will set out the date upon which the registrations close, being the same date as that fixed as the latest date for making and lodging nominations.

Nomination to be in writing

- 4.5 The nomination of a candidate for election as a Trustee will be in writing signed by not less than two (2) Adult Registered Members of Rongowhakaata shown on the Rongowhakaata Register as being eligible to vote in respect of the election of that candidate in accordance with clause 5.6.

Requirements of Candidate

- 4.6 The consent of each candidate to his or her nomination will be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trust, withdraw his or her nomination.
- 4.7 At the time of submitting the nomination, the candidate must also submit in writing:
- (a) a statement setting out his or her credentials against those matters set out in clause 1.0 of the Sixth Schedule; and
 - (b) confirmation that the candidate agrees to commit to the Trustee Code of Conduct if the candidate is elected as a Trustee.

Nominees must attend publicly notified hui

- 4.8 Where an election is necessary (refer to clause 5.5 of this Schedule) the Chair in conjunction with the Trustees, will arrange a publicly notified meeting at a time convenient to the nominees (acting reasonably) for the purpose of allowing the nominees to present their candidacy to the Members of Rongowhakaata. The nominees must:
- (a) attend the hui in person;
 - (b) present their credentials to the Iwi (referred to in clause 4.7(a)); and
 - (c) be available to answer any questions from Members of Rongowhakaata as to their suitability for election.
- 4.9 Where an election is necessary (refer to clause 5.5 of this Schedule), any Marae may request that the nominees for the Marae Elected Trustee position in relation to that particular Marae attend a Marae meeting for the purposes of allowing the nominees to present their candidacy to the Marae.
- 4.10 For the avoidance of doubt, a meeting under clause 4.8 or 4.9 is not to be convened for the purpose of voting.

5.0 HOLDING OF ELECTIONS

Mode of Voting at Elections

- 5.1 Subject to clause 5.3 of this Schedule, voting at all elections will be by way of secret ballot. Voting forms may either be delivered to the Chief Returning Officer by post or at a Wāhi Pooti. A Wāhi Pooti may, to the extent notified in any advertisement issued in accordance with clause 5.2 of this Schedule, receive voting forms in respect of the election of Trustees to be appointed.

Wāhi Pooti to be held

- 5.2 Subject to clause 5.3 of this Schedule, a Wāhi Pooti will be advertised in accordance with clause 0 of this Schedule. The Wāhi Pooti will be held on the closing date for the election.

No election where certain number of nominees

- 5.3 In the event that only three or fewer nominations are received in respect of the Iwi Elected Trustee positions, the person or persons nominated will be deemed to have been duly appointed and no elections will be necessary in relation to the Iwi Elected Trustee positions.
- 5.4 In the event that only one nomination is received in respect of any one of the Marae Elected Trustee positions, then the person nominated will be deemed to have been duly appointed and no election will be necessary in relation to that Marae.
- 5.5 In the event that clause 5.3 applies and clause 5.4 also applies to every Marae, no election will be necessary.

Eligibility to vote

- 5.6 Those eligible to vote on the election of a Trustee are:
- (a) in respect of both Marae Elected Trustees and Iwi Elected Trustees, subject to clause 5.7 of this Schedule, any Member of Rongowhakaata who is 18 years of age or older and has, on or before the closing date for that election, provided to the Chief Returning Officer an application for registration as a Member of Rongowhakaata which complies with clause 3.1 of the First Schedule accompanied by evidence of that Member's eligibility to be registered with the Marae in respect of which the relevant Trustees are to be appointed; and
 - (b) in respect of Marae Elected Trustees only, those Adult Registered Members of Rongowhakaata registered, in accordance with clause 5.7 of this Schedule, with the particular Marae in respect of which a Marae Elected Trustee is to be appointed.

Date by which Members to be registered

- 5.7 Any Adult Registered Member of Rongowhakaata must be registered with a particular Marae by the closing date for nominations in order to be eligible to vote on the election of Trustees under this Schedule.

6.0 NOTICE OF ELECTIONS

Notice to be given

- 6.1 Immediately after the closing date for nominations, the Trust will, where an election is required,:
- (a) fix a closing date for the election (being the last day upon which votes may be validly cast in the election); and
 - (b) subject to clauses 5.2 and 6.2 of this Schedule, set a date and venue for the Wāhi Pooti.

Period of Notice

- 6.2 The Trust will give not less than 20 Working Days' notice of the closing date for the elections and the method by which votes may be cast as set out in clause 5.1 of this Schedule.

Method of Giving Notice

- 6.3 Notice under clause 6.2 of this Schedule will be given by:
- (a) in writing and posted (including, by electronic form where available) to all Adult Registered Members of Rongowhakaata at the last address shown for each such Adult Registered Member of Rongowhakaata on the Rongowhakaata Register. If notice sent to an electronic address fails, and a Trustee, or an employee or agent of the Trust, is aware of the failure, then the notice must be sent to the last known physical address; and
 - (b) inserted, on at least one occasion, prominently in any newspapers circulating in regions where the Trust considers that a significant number of Members of Rongowhakaata reside; and
 - (c) inserted prominently on Rongowhakaata websites.

General Content of Notices

- 6.4 Every notice given in accordance with clause 6.3(a) and 6.3(b) of this Schedule will contain:
- (a) a list of the candidates for election as Trustees;
 - (b) the date, time and place of the Wāhi Pooti;
 - (c) the method by which votes may be cast as set out in clause 5.1 of this Schedule; and
 - (d) details of where copies of any relevant information may be inspected.

Additional Content of Postal Notice

- 6.5 Each notice given in accordance with clause 6.3(a) of this Schedule will also contain:
- (a) a voting form that complies with clause 7.1 of this Schedule;
 - (b) details of the procedure to be followed in making votes by post, including the date by which the voting form must be received by the Chief Returning Officer; and

- (c) a statement that voting forms may either be posted, sent electronically or delivered to the Chief Returning Officer at a Wāhi Pooti.

Additional Information in Other Notices

- 6.6 Each notice given in accordance with clauses 6.3(b) and 6.3(c) of this Schedule will also give details about how voting forms may be obtained.

Other details to accompany vote

- 6.7 Each voting form must contain information that is sufficient to identify the person voting and the voting documents issued to that person, and must include information as to the mode of voting as set out in clause 5.1.

Timing of Postal Votes

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

7.0 APPOINTMENT OF CHIEF RETURNING OFFICER

Appointment of Chief Returning Officer

- 7.1 For the purposes of elections the Trust will appoint, as required, a Chief Returning Officer. The Chief Returning Officer will not be a Trustee, an employee of the Trust, a Member of Rongowhakaata but must be a person of standing within the community. The Chief Returning Officer will be responsible for co-ordinating Trustee elections and may appoint such other persons (“nominee”) as he or she considers necessary to assist with that task provided that such persons will also not be Trustees, employees of the Trust or members of the Marae for which the election is being held.

Chief Returning Officer to receive voting forms

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

Chief Returning Officer to be present at Wāhi Pooti

- 7.3 The Chief Returning Officer or his or her nominee must be present at all times at a Wāhi Pooti. The Chief Returning Officer or his or her nominee will be available to collect any completed voting forms at a Wāhi Pooti. The Chief Returning Officer or his or her nominee will also ensure that additional voting forms are available at Wāhi Pooti.

Only one vote to be cast

- 7.4 The Chief Returning Officer will:
 - (a) ensure that Adult Registered Member is able to cast up to three votes for the Iwi Elected Trustee positions;
 - (b) ensure that each Adult Registered Member is able to cast one vote for the Marae Elected Trustee position for the Marae with which that Adult Registered Member is registered; and

- (c) where any Provisional Vote is cast pursuant to clause 5.6(a) of this Schedule, before counting that Provisional Vote consult with the Whakapapa Committee to ensure that the person casting the vote is eligible to be registered as a Member of Rongowhakaata with the relevant Marae.

Recording of votes

- 7.5 A record will be kept by the Chief Returning Officer of all votes received and the Marae to which the votes relate.

8.0 COUNTING OF VOTES

All votes to be counted

- 8.1 Upon the expiry of the date for the receipt of postal votes, the Chief Returning Officer will record and count all votes validly cast.
- 8.2 The Iwi Elected Trustees will be the three candidates who receive the most valid votes for the Iwi Elected Trustee positions cast by Adult Registered Members of Rongowhakaata.
- 8.3 The Marae Elected Trustee for each Marae will be the one candidate who receives the most valid votes for that Marae, as cast by Adult Registered Members of Rongowhakaata registered (and, where clause 5.6(a) applies, eligible to be registered) with that Marae.

Certification and notifying election result

- 8.4 Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer will certify the result of the election and communicate the result of the election to the Trust. The Trust will thereafter advise the candidates and the Marae of the result and give notice of the same at the next Annual General Meeting of the Trust.
- 8.5 Following certification of the election result, the newly elected Trustees will hold office from the election date. Those duly elected will be required to formally sign a letter of commitment within 20 Working Days of the date the election result is certified which includes reference to:
 - (a) the Trustee Code of Conduct;
 - (b) the requirement for Marae Elected Trustees to report to Marae;
 - (c) all Trustees being appointed to act on behalf of all Members of Rongowhakaata.

Provisional Votes

- 8.6 Where, in respect of any election, one or more Provisional Votes has been cast:
 - (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the election the Chief Returning Officer must not certify the result of the election until the validity of the Provisional Votes has been confirmed pursuant to clause 10.4(b) of this Schedule and any valid Provisional Vote has been counted; or
 - (b) if the validity or otherwise of the Provisional Votes will not affect the result of the election the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to clause 10.4(b) of this Schedule and the Provisional Votes have not been counted.

9.0 RETENTION OF ELECTION RECORDS

Compiling and sealing voting records

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

Retention and disposal of packets

- 9.2 Subject to clause 12.1(b) of this Schedule the sealed packets received from the Chief Returning Officer will be safely kept unopened by the Trust for a period of one year from the closing date for making votes in the election to which the packet relates. At the expiry of that one year period the packets will be destroyed unopened.

10.0 REVIEW OF ELECTION RESULTS

Candidates may seek review

- 10.1 Any candidate may, within 10 Working Days after the certification of the election result and the giving of notice by the Trust in respect of that election, seek a review of that election.

Appointment of Electoral Review Officer

- 10.2 For the purposes of carrying out reviews in respect of any election, the Trust will ensure that an Electoral Review Officer is appointed. The Election Review Officer will be the person nominated to fulfil that role from time to time by the President of the New Zealand Law Society.

Electoral Review Officer to conduct reviews

- 10.3 All reviews will be carried out by the Electoral Review Officer.

Form of request for review

- 10.4 All applications for a review will be submitted to the Trust and:
- (a) will be in writing;
 - (b) will set out the grounds for the review, which grounds will be set out with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and
 - (c) will be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

Service of application on other candidates

10.5 The application for review and any accompanying evidence will also be served upon all other candidates in the election to which the review relates, either at the same time, or as soon after as is possible, as the review application is lodged with the Trust.

Costs

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

11.0 CONDUCT OF REVIEW

Notification of Electoral Review Officer

11.1 Upon the receipt of an application for review the Trust will notify the Electoral Review Officer and provide to him or her:

- (a) a copy of the application and any accompanying evidence; and
- (b) the sealed packet of voting forms and other voting documents received from the Chief Returning Officer for that election.

Electoral Review Officer to exercise wide powers

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

Electoral Review Officer to be guided by substantial merits

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

Certification of result of review

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

Decision to be final

11.5 All decisions of the Electoral Review Officer will be final and there will be no other rights of review or appeal.

12.0 TERMINATION OF OFFICE OF TRUSTEE

12.1 Notwithstanding the forgoing clauses of this Schedule, a Trustee will cease to hold office if he or she:

- (a) at any time ceases to fulfil the eligibility requirements for:
 - (i) being a trustee of a Māori Trust Board under the Māori Trust Boards Act 1955; or
 - (ii) standing for election as a candidate in a general election in accordance with the Electoral Act 1993; or
 - (iii) being an officer of a charitable entity under the Charities Act 2005; or
 - (iv) being a director under the Companies Act 1993;
- (b) retires from office by giving written notice to the Trust;
- (c) completes his or her term of office and is not re-elected;
- (d) refuses to act;
- (e) is absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chair;
- (f) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee (refer to clause 12.2 of this Schedule);
- (g) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (h) is convicted of an indictable offence; or
- (i) is removed from the office of Trustee in accordance with clause 11.6(b).

Unwell Trustees

12.2 With regards to clause 12.1(f) of this Schedule, if due to ill health, a Trustee is:

- (a) unable to perform his or her duties; or
- (b) is absent from more than three consecutive Trustee Meetings; or
- (c) is absent from at least half of the Trustee Meetings in a twelve month period;

by a simple majority vote of the remaining trustees, the Trustee in question will receive a formal letter from the Chair triggering a review process as to whether that Trustee can perform his or her duties.

12.3 The Trustee in question will then be given the opportunity to meet to discuss the issue with the remaining Trustees and will be given the opportunity to submit something in writing

regarding the Trustee's ability to perform his or her duties. The written application must be submitted within 10 Working Days of that Trustee receiving notice from the Chair. Following this, the remaining Trustees will be entitled to make a final decision as to whether there will be a removal and replacement of the Trustee in question.

12.4 If, having followed the procedure in this clause, the other Trustees believe that the Trustee in question is unable to perform his or her duties the Trust may, by Special Resolution of the remaining Trustees formally remove from office that Trustee. A removal under this clause will give rise to a casual vacancy.

12.5 Any decision to remove a Trustee pursuant to this clause must be recorded in writing and a copy provided to the Trustee in question. If the Trustee in question is a Marae Elected Trustee, the Marae for which that Trustee has been elected must be advised of the removal following notification to the Trustee in question but before the decision to remove is made public and/or communicated to the Members of Rongowhakaata or any third party.

13.0 Record of Changes of Trustees

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

THIRD SCHEDULE

Proceedings of Trustee Meetings

1.0 TRUSTEES TO REGULATE MEETINGS

- 1.1 The Trustees will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any three Trustees may at any time by notice in writing to the Trust summon a meeting of the Trustees and the Trust will take such steps as are necessary to convene such meeting.

2.0 NOTICE OF MEETING

Notice to Trustees

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

Content of notice

- 2.3 Every notice of a meeting will state the place, day and time of the meeting, and the agenda of the meeting.

Waiver of notice

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

Meeting limited to notified business

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

Deficiency of notice

- 2.6 Subject to clause 2.5 of this Schedule, no deficiency in the giving of notice for any meeting of Trustees will otherwise invalidate such meeting or the proceedings at such meeting.

3.0 QUORUM

- 3.1 The number of Trustees that will constitute a quorum at meetings of the Trustee is five Trustees. For the avoidance of doubt, this number may be constituted of any Trustees, whether Marae Elected Trustees or Iwi Elected Trustees.

4.0 CHAIRPERSON AND DEPUTY CHAIRPERSON

Trustees to appoint

- 4.1 At the first meeting of the Trustees following an election the Trustees will appoint one of their number to be Chair, and (at their discretion) one to be Deputy Chair. To the extent possible, the Chair and Deputy Chair must have served at least one term as a Trustee.

Voting on appointment

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

Termination of office

- 4.3 The Chair (or Deputy Chair) will cease to hold office after an election of Trustees, in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chair (or Deputy Chair) ceases to hold that office then a further appointment in accordance with clause 4.1 will be held for the position.

5.0 PROCEEDINGS AT MEETINGS

Decisions by majority vote

- 5.1 Unless stated otherwise in this Trust Deed, questions arising at any meeting of Trustees will be decided by a simple majority of votes of Trustees present at a validly called meeting. In the case of an equality of votes, the Chair will have a second or casting vote which will be exercised in support of the status quo.

Chair

- 5.2 The Chair will take the chair at all the meetings of the Trustees. If the Chair is not present then the Deputy Chair, if there is one, will take the Chair. If there is no Deputy Chair or the Deputy Chair is also not present then the Trustees present will elect one of their number to be Chair of the meeting.

Vacancies

- 5.3 The Trustees may act notwithstanding any vacancy or vacancies in their body, but if and so long as their number is reduced below the quorum fixed by these clauses, the continuing Trustees may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election (or where clauses 3.5 and 3.9 of the Second Schedule apply, the appointment) of new Trustees to fill any vacancy or vacancies, and for no other purpose.

Defects of appointment

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

Unruly meetings

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

6.0 DELEGATION TO COMMITTEES BY TRUSTEES

Trustees may appoint committees

- 6.1 In accordance with and subject to clauses 4.5 and 4.6 of the Trust Deed, the Trustees may from time to time as they think expedient appoint one or more Trustees to be a committee for making any inquiry or as an executive committee on such terms as the Trustees may by resolution direct and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee will chair any such committee.

Committees to report to Trustees

- 6.2 All committees appointed under clause 6.1 of this Schedule will report to the Trustees in respect of their activities and such reports will, unless a direction is made to the contrary by the Trustees:
- (a) be provided on a monthly basis; and
 - (b) contain details of the activities of the committee since the last such report.

Regulation of procedure by committees

- 6.3 Subject to these clauses and the provisions of this Trust Deed, any committee established by the Trustees may regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

7.0 WRITTEN RESOLUTIONS

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

8.0 MINUTES

Minutes to be kept

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

Minutes to be evidence of proceedings

- 8.2 Any minute of the proceedings at a meeting which is purported to be signed by the Chair of that meeting will be evidence of those proceedings.

Minutes to be evidence of proper conduct

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

9.0 TELECONFERENCE MEETINGS

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

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting will be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
- (b) throughout the Teleconference Meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
- (d) a participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chair's express consent. Accordingly, a participant will be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with the Chair's express consent;
- (e) a minute of the proceedings at the Teleconference Meeting will be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chair of that meeting.

9.2 For the purposes of this Trust Deed, a Teleconference Meeting includes a meeting held by Skype, video conference, telephone, or any other means where the Trustees are connected to each other and able to hear each other at all times.

10.0 FORMS OF CONTRACTS

Contracts by deed

10.1 Any contract which, if made between private persons, must be by deed, will, if made by the Trust, be in writing signed under the name of the Trust by any three Trustees, on behalf of or by direction of the Trust.

Contracts in writing

10.2 Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract will, if made by the Trust, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees, on behalf of or by direction of the Trust.

Oral contracts

- 10.3 Any contract which, if made between private persons, may be made orally may be made in the same manner by or on behalf of the Trust by any Trustee or the Manager, in either case acting by direction of the Trust.

Contracts pursuant to resolution

- 10.4 Notwithstanding anything to the contrary in this clause 10.0, no contract made by or on behalf of the Trust will be invalid by reason only that it was not made in the manner provided by this clause if it was made pursuant to a resolution of the Trustees.

FOURTH SCHEDULE

Procedure for passing special resolution

1.0 THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a matter specified in clause 7.3(i)(ii) or 7.3(i)(iii); or
- (b) wind up the Trust in accordance with clause 14.0;
- (c) amend this Trust Deed in accordance with clause 15.0;
- (d) approve a resettlement in accordance with clause 16.0; or
- (e) approve a Major Transaction in accordance with clause 17.0 will only be passed as set out in this Schedule.

2.0 POSTAL VOTING AND SPECIAL GENERAL MEETING

2.1 Voting on a Special Resolution will occur by placing voting forms into a ballot box in person at the Annual General Meeting or a Special General Meeting held for the purposes of considering the Special Resolution, or by post. Voting may also take place by electronic means where the Trust so determines.

3.0 VOTING

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

4.0 SPECIAL GENERAL MEETING REQUIRED

4.1 A Special General Meeting of the Trust may be called for the purposes of considering one or more Special Resolutions. No other business may be transacted at such Special General Meeting.

5.0 NOTICE

Notice of special general meeting

5.1 The Trust will give not less than fifteen Working Days' notice of the date, time and place of the Special General Meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the Special General Meeting will be given in the same notice).

Method of giving notice

5.2 Notice of a Special General Meeting called for the purposes of considering a Special Resolution will be:

- (a) in writing and posted (including, by electronic form where available) to all Adult Registered Members of Rongowhakaata at the last address shown for each such Adult

Registered Member of Rongowhakaata on the Rongowhakaata Register. If notice sent to an electronic address fails, and a Trustee, or an employee or agent of the Trust, is aware of the failure, then the notice must be sent to the last known physical address; and

- (b) inserted, on at least one occasion, prominently in any newspapers circulating in regions where the Trust considers that a significant number of Members of Rongowhakaata reside; and
- (c) inserted prominently on Rongowhakaata websites;

Content of Notice to Members of Rongowhakaata

5.3 All notices given in accordance with clause 5.2(a) of this Schedule will contain:

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

Content of advertisement

5.4 All advertisements published in accordance with clause 5.2(b) will contain the matters referred in clause 5.3(a) and 5.3(b) together with details of how and where any further information can be obtained.

6.0 POSTAL VOTING

Other details to accompany vote

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

Timing of Postal Votes

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

Postal Votes may be received at the Special General Meeting

6.3 Voting forms may be delivered to the Chief Returning Officer at the Special General Meeting, rather than being posted or sent by electronic means.

7.0 APPOINTMENT OF CHIEF RETURNING OFFICER

Appointment of Chief Returning Officer

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

Chief Returning Officer to receive voting forms

7.2 Voting forms must be addressed to the Chief Returning Officer.

Chief Returning Officer to be present at Special General Meeting

7.3 The Chief Returning Officer must be present at the Special General Meeting. The Chief Returning Officer will be available to collect any completed voting forms at the Special General Meeting. The Chief Returning Officer will also ensure that additional voting forms are available at the Special General Meeting.

Eligibility to Vote

7.4 Those eligible to vote on a special resolution are:

- (a) those Adult Members of Rongowhakaata recorded in the Rongowhakaata Register as an Adult Registered Member of Rongowhakaata on the closing day for voting; and
- (b) subject to clause 7.5(b) of this Schedule, any other Adult Member of Rongowhakaata who has on or before the closing date for voting provided to the Chief Returning Officer an application form for registration which complies with clause 3.1 of the First Schedule.

Only one vote to be cast

7.5 The Chief Returning Officer must:

- (a) ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Rongowhakaata; and
- (b) where any Provisional Vote is cast pursuant to clause 7.4(b) of this Schedule, before counting that Provisional Vote, consult with the Whakapapa Committee to ensure that the person casting the vote is eligible to be registered on the Rongowhakaata Register as an Adult Registered Member.

Recording of votes

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

8.0 COUNTING OF VOTES

All votes to be counted

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

Certification and notifying result

- 8.2 Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer will certify the result of the Special Resolution and communicate the result to the Trust.

Provisional Votes

- 8.3 Where, in respect of any Special Resolution, one or more Provisional Votes has been cast:
- (a) if the validity or otherwise of the Provisional Votes may affect the outcome of the Special Resolution, the Chief Returning Officer may not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to clause 7.5(b) of this Schedule and any valid Provisional Vote has been counted; or
 - (b) if the validity or otherwise of the Provisional Votes will not affect the result of the Special Resolution, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional votes has not been confirmed pursuant to clause 7.5(b) of this Schedule and the Provisional Votes have not been counted.

9.0 PROCEEDINGS AT SPECIAL GENERAL MEETING

- 9.1 Except as otherwise set out in this Schedule the provisions of clause 7.3 will apply to the holding of any Special General Meeting called for the purposes of considering a Special Resolution and the meeting will be conducted accordingly.

FIFTH SCHEDULE

Recognised Marae of Rongowhakaata

Te Kuri-a-Tuatai

Pahou

Whakato

Manutuke

Ohako

SIXTH SCHEDULE

Trustee Eligibility, Training, Reporting and External Appointment Guidelines

1.0 Nominations for Trustee

1.1 When nominating any individual for the position of Trustee the following criteria are suggested as guidelines for consideration:

- (a) **Financial literacy:** the ability to read and understand statements of financial position and statements of financial performance will be critical for the role of Trustee. Decision making will involve considering financial matters of significance so an understanding of financial accounts will be essential for all Trustees who are the custodians of the iwi settlement redress;
- (b) **Governance experience:** membership of public and private boards, committees and organisations involved in social or commercial activities should be present on the resume of a prospective nominee. These may include by way of example large Māori land trusts and incorporations, iwi authorities or their commercial subsidiaries, district health boards or social service providers of some scale, companies, business partnerships and other commercial entities;
- (c) **Personal probity and integrity:** This is a difficult area to cover comprehensively. Being a Trustee of the iwi authority is a leadership role with all of the attendant requirements of trustworthiness, integrity and honesty. Trustees are also required not to bring the Trust into disrepute. Convictions for serious assault, violence and domestic abuse, theft or other forms of dishonesty, trafficking in narcotics and other indictable offences should render a person ineligible for appointment since it is difficult to see how such conduct is consistent with the role of tribal custodian and representative. Nominees may be required to sign a statutory declaration confirming what if any convictions they do have and will also be provided with the option of submitting any relevant explanation;
- (d) **Commitment to the iwi:** This is another guideline that is not easy to define. Any persons making themselves available for nomination need to ensure that they are familiar with and are committed to the Rongowhakaata Strategic Plan in fulfilling the aspirations of the iwi. Evidence of such commitment may include previous roles with marae and the iwi as well as by way of example some knowledge of tribal history, reo tikanga and whakapapa. The reports prepared by the iwi for presentation to the Waitangi Tribunal, some of which are available on the iwi website, along with the Tribunal's report *Tūranga Tangata, Tūranga Whenua* are useful starting points.

2.0 Trustee Training

2.1 Trustees will be required to undergo regular training and up-skilling from time to time to ensure that they maintain the necessary expertise to fulfil their roles. Determining what specific training needs may be required could involve individual assessments of Trustee abilities. Nominees should be prepared to subject themselves to independent scrutiny to identify basic knowledge gaps to ensure they are fit and proper persons to be retained in the role of Trustee.

2.2 Trustees can expect to be appointed to executive committees of the Trust. They may also be required to represent Rongowhakaata on external bodies. It is important that those Trustees are therefore able to fulfil these roles appropriately. These responsibilities may also inform proposed trustee training programmes.

3.0 Induction Policy

3.1 A Trustee induction policy must be prepared by the Trust. The Trustee Induction Policy must set out how new Trustees will be inducted to the Trust. As a minimum, a new Trustee will be provided with the following (either in hard copy or electronically):

- (a) an organisational structure diagram including details of any committees;
- (b) a copy of this Trust Deed (including any amendments);
- (c) a copy of all Trust policies;
- (d) a copy of minutes from the preceding 12 months;
- (e) a copy of all Trust plans including the annual plan and the strategic plan;
- (f) a copy of audited financial accounts for the preceding three years;
- (g) a copy of role descriptions for Trustees, Chair, the Treasurer, and the Manager (if appointed);
- (h) a copy of the Trustee Code of Conduct;
- (i) a list of the current Trustees and contact details;
- (j) a list of important upcoming dates (for example upcoming Trustee Meetings, Annual General Meetings); and,
- (k) a diagram of the management structure.

4.0 Trustee Reporting

4.1 Trustees are required to keep their Marae members informed on a regular basis. It is envisaged that all Trustees will be required to meet with their Marae on a monthly basis to keep the members informed as to the activities of the Trust and its subsidiaries. Trustees may also be required to present both written and verbal reports to their Marae.

4.2 Regular meetings with Marae will also provide Trustees with the opportunity to receive feedback from Marae members. In fulfilling their roles Trustees will be required from time to time to present the views of Marae members to the Trust on particular issues. Regular meetings will encourage such dialogue.

5.0 External Appointments

5.1 In making appointments to external bodies or organisations, whether pursuant to clause 3.2 of the Trust Deed or otherwise, the Trustees or a committee of Trustees, if one is established for the purpose, should:

- (a) invite nominations and applications by:

- (i) consultation with Marae members at Marae Meetings; and
- (ii) where appropriate, publically advertising the position on the Rongowhakaata website and/or by newspaper notice, radio advertisement or such other media as the Trustees consider suitable having regard to the nature of the position;
- (b) consider all nominations and applications and, if necessary, request further information as to the credentials of any nominee or applicant;
- (c) appoint the candidate best suited and qualified to the position;
- (d) establish reporting obligations for the appointee to enable the Trustees to monitor his or her performance as a representative of Rongowhakaata;
- (e) regularly review the appointee's performance and, if necessary, remove and replace the appointee if he or she is not properly representing Rongowhakaata; and
- (f) provide guidance to the appointee in the performance of his or her role as a representative of Rongowhakaata.

5.2 Appointments to external bodies must have the same criteria guidelines as per clause 1.0 of this Schedule.