

Te Rūnanga o Whaingaroa Incorporated

Version dated: approved by trustees on 3 October 2022

Table of contents

Contents

Parties	6
Background	6
Deed	7
1 Interpretation	7
2 Establishment and objects of the Rūnanga.....	13
3 Election, powers and meetings of the Board Members	16
4 Whānau Register.....	18
5 Chief Executive and other employees	18
6 General Meetings	19
7 Application of income.....	23
8 Properties of Special Significance	24
9 Policies and plans.....	24
10 Annual reports, accounts and audit.....	25
11 Investments	25
12 Trust Entities.....	26
13 Liability of Board Members	26
14 Indemnity and insurance	26
15 Special Trust Adviser and Custodian Trustee	27
16 Advice to Board Members	28
17 Conflicts of interest	29
18 Dispute resolution process.....	32
19 Amendments to the Deed	33
20 Access to the Documents.....	34
21 Resettlement.....	34
22 Perpetuities	35
23 Winding up of the Rūnanga	35

24	Governing law.....	35
25	Counterparts.....	35
Schedule 1	..... Powers of the Board	39
Schedule 2	..... Registration of Members	41
1	Whānau Register.....	41
2	Applications for registration	41
3	Decisions as to membership.....	42
4	Changes to Whānau Register	43
Schedule 3	..... Marae Representation	45
1	Addition of Marae.....	45
2	Resignation of Marae	45
Schedule 4	..... Elections of Board Members	46
1	Eligibility for appointment.....	46
2	Elections.....	47
3	Alternate Board member.....	47
4	Term of office	48
5	Making of nominations for election of Board Members	49
6	Holding of elections	51
7	Review of election results	51
8	Removal of Board member	52
9	Termination of office of Board Members.....	53
10	Record of changes of Board Members.....	53
Schedule 5	..... Proceedings of the Board	54
1	Board to regulate meetings.....	54
2	Code of Conduct.....	54
3	Notice of meeting.....	54

4	Quorum	54
5	Chairperson and Deputy Chairperson	55
6	Proceedings at meetings	55
7	Delegation by Board Members	56
8	Written resolutions in lieu of meeting	57
9	Minutes	57
10	Holding of meetings via electronic conferencing	57
11	Form of contracts	58
	Schedule 6	Postal
	Voting	59
1	Voting	59
2	Special General Meeting not required	60
3	Notice	60
4	Method of giving notice	60
5	Contents of notice to members	60
6	Contents of advertisement	61
7	Appointment of Chief Returning Officer	61
8	Counting of votes	61
9	Retention of voting records	62
	Schedule 7	Establishment of Trust
	Entities	63
1	Requirements for constitutional documents	63
2	Other considerations	65
	Schedule 8	Requirements for Plans and
	Reports	66
1	Requirements for Annual Plan	66
2	Requirements for Annual Report	66
	Schedule 9	Code of
	Conduct	68
1	General principles	68
2	Guide to ethical decision making	69

3	Conflicts of interest	69
4	Acceptance of gifts or benefits.....	70
5	Discrimination and harassment.....	70
6	Fairness and equity	71
7	Public comment on the work of the Rūnanga.....	71
8	Post engagement	72

Deed dated

2022

Parties

The Parties to this Trust Deed are the individual Board Members for each of the following Marae as at the date of this Deed:

- 1 Te Patunga Marae, Kaingapipiwai
- 2 Otangaroa Marae, Mangawhero
- 3 Te Huia Marae, Pupuke
- 4 Te Tahaawai Marae, Pupuke
- 5 Te Tangata Marae, Pupuke
- 6 Mangaiti Marae, Mangaiti
- 7 Wainui Marae, Wainui
- 8 Ngaitupango Marae, Te Ngaere
- 9 Whakaari, Te Huia
- 10 Te Tapui Marae, Matauri
- 11 Waitaruke Marae, Waitaruke
- 12 Taemaro, Taemaro Bay
- 13 Waimahana Marae, Waimahana Bay
- 14 Taupo Marae, Taupo Bay
- 15 Mangatowai Marae, Mangatowai
- 16 Takou Marae, Takou Bay
- 17 Waihapa Marae, Waihapa
- 18 Karangahape Marae, Matangirau Te Touwai

together the 'Initial Board Members'.

Background

- A The Rūnanga was originally constituted under a deed of trust on or about the 8th day of August 1991 (the "**Original Trust Deed**").
- B The Original Trust Deed was replacement trust deed or about the 13th day of August 2001 (the "**First Replacement Trust Deed**"). The First Replacement Trust Deed was replaced on 11th day of November 2005 (the "**Second Replacement Trust Deed**").

- C The Board Members wish to replace the Second Replacement Trust Deed and replace it with this Deed, with the intent that this Deed, upon being executed, to replace the Second Replacement Trust Deed and the entire Trust Fund is to be thereafter held by the Board Members upon the trusts and with and subject to the powers and discretions set out in this Deed.
- D This Deed ensures that the Rūnanga acts, amongst other things, as the Mandated Iwi Organisation of Ngapuhi / Ngati Kahu ki Whaingaroa for the purposes 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.
- E This Deed sets out the functions and purposes, and provides for the control, governance and operation of the Rūnanga.

Deed

1 Interpretation

1.1 Definitions

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

'Adult Registered Member' means an Iwi Member who is identified on the Whānau Register as being 18 years of age or over.

'Ancestor' means an individual who:

- a exercised customary rights by virtue of being descended from any ancestor recognised as an ancestor of the Iwi by the Marae Committee of a Marae; and
- b exercised the customary rights predominantly in relation to Te Rohe of Whangaroa.

'Annual General Meeting' means a meeting held in accordance with clause 6.1 (Rūnanga to hold Annual General Meeting).

'Annual Plan' means the annual plan prepared in accordance with clause 9.2 (Chief Executive to prepare annual plan).

'Annual Report' means the annual report of the Iwi Group prepared in accordance with clause 10.1 (Preparation of annual report).

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

'Associated Person' has the meaning given to it in section YB 2 of the Income Tax Act 2007.

'Balance Date' means 30 June or any other date that the Board adopts by resolution as the date up to which the Rūnanga's financial statements are to be made in each year.

'Board Members' means the individuals elected to or who otherwise hold the office of Board member of the Rūnanga from time to time in accordance with this Deed.

'Chairperson' means that Board member appointed as chairperson in accordance with paragraph 5.1 (Board to elect) of Schedule 3 (Proceedings of the Board).

'Chief Returning Officer' means the person appointed in accordance with paragraph 7.1 (Appointment of Chief Returning Officer) of Schedule 6 (Postal Voting).

'Code of Conduct' means the code of conduct in Schedule 9 (Code of Conduct) as amended from time to time in accordance with paragraph 2 (Code of Conduct) of Schedule 5 (Proceedings of the Board).

'Complaints Procedure' means the procedure adopted from time to time by the Board to resolve a dispute or complaint in relation to the activities of the Rūnanga or its employees, or any member of the Board.

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

'Custodial Trust Fund' has the meaning given to it in clause 15.2ci (Custodian Trustee and Nominee).

'Custodian Trustee' means a custodian trustee appointed in accordance with clause 15.2 (Custodian Trustee and Nominee).

'Deed' means this deed of trust and includes any amendments to this deed of trust made in accordance with clause 19 (Amendments to the Deed) or as amended in any other manner permitted by law.

'Deputy Chairperson' means that Board member appointed as deputy chairperson in accordance with paragraph 5.1 (Board Members to elect) of Schedule 5 (Proceedings of the Board).

'Election' means an election of Board Members held in accordance with Schedule 3 (Elections of Board Members).

'Election Period' means the period from the date of giving notice calling for nominations in accordance with paragraph 5.2 (Calling for nominations) of Schedule 3 (Elections of Board Members) until the date on which the Chief Returning Officer certifies the result of the voting process in accordance with paragraph 8.2 (Certifying and notifying result) of Schedule 6 (Postal Voting).

'Financial Statements' means the financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the purposes of clause 6.1a (Trust to hold Annual General Meeting).

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

'First Election' means the first Election held following the date of this Deed.

'Fishing Enterprise' means a fishing operation established by the Rūnanga to utilise annual catch entitlement from its Settlement Quota.

'Fisheries Settlement Assets' means Income Shares and Settlement Quota received by the Rūnanga from either Te Ohu Kaimoana Limited or the Asset Holding Company.

'Chief Executive' means the person appointed in accordance with clause 5.1 (Board Members may appoint Chief Executive).

'General Meeting' means a meeting of Adult Registered Members that is held in accordance with clause 6 (General Meetings), whether it is an Annual General Meeting or a Special General Meeting.

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

'Initial Board Members' mean the parties to this Deed.

'Iwi' means the iwi of Ngapuhi / Ngati Kahu ki Whangaroa

'Iwi Aquaculture Organisation' has the meaning given to it in the Māori Aquaculture Act.

'Iwi Group' means the Rūnanga and any Trust Entities.

'Iwi Member' means a person who is referred to in the definition of Ngapuhi / Ngati Kahu ki Whangaroa, regardless of age.

'Major Transaction' means:

- a the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Rūnanga, the value of which is more than half of the value of the Trust Fund before the acquisition;
- b the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Rūnanga, the value of which is more than half of the value of the Trust Fund before the disposition;
- c a transaction that has or is likely to have the effect of the Rūnanga acquiring rights or interests or incurring obligations or liabilities the value of which is more than half of the value of the Trust Fund before the transaction;
- d the disposition of, or an agreement to dispose of, whether contingent or not, any Property of Special Significance by the Rūnanga, or the removal of the status of Property of Special Significance from any Property of the Rūnanga;
- e the sale of Income Shares in accordance with section 70 of the Māori Fisheries Act;
- f a request that quota be treated as Settlement Quota in accordance with section 159 of the Māori Fisheries Act;
- g the sale or rationalisation of Settlement Quota in accordance with section 162 (Prerequisites to sale of settlement quota) or 172 (Rationalisation of small parcels of settlement quota) of the Māori Fisheries Act;

- h the transfer of Authorisations or Coastal Permits that are Aquaculture Settlement Assets in accordance with section 50(1) (Transfer of authorisations or coastal permits) of the Māori Aquaculture Act;
- i a request that Te Ohu Kai Moana Trustee Limited transfer Authorisations or Coastal Permits that are Aquaculture Settlement Assets in accordance with section 50(1) (Transfer of authorisations or coastal permits) of the Māori Aquaculture Act; or
- j Board Members' approval of a transaction by a Trust Entity, where approval of that transaction is required by the constitutional documents of that Trust Entity and the value of that transaction is more than half of the value of the Trust Fund before the transaction;

but does not include:

- k any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all, or substantially all, of the Trust Fund;
- l any disposition of Property or Property of Special Significance by the Rūnanga, or any Trust Entity, or Marae;
- m the receipt of redress or settlement assets pursuant to the Agreement in Principle, Deed of Settlement, or Settlement Legislation; or
- n any acquisition or disposition of Property by the Rūnanga pursuant to the agreements set out in the Deed of Settlement, or any arrangements or transactions whatsoever to effect that acquisition or disposition.

'Mandated Iwi Organisation' has the meaning given to it in the Māori Fisheries Act.

'Māori Aquaculture Act' means the Māori Commercial Aquaculture Claims Settlement Act 2004.

'Māori Fisheries Act' means the Māori Fisheries Act 2004.

'Membership Committee' means the committee established in accordance with paragraph 3.1 (Establishment of Membership Committee) of Schedule 1 (Registration of Members).

'New Marae' means any marae that is not a party to this Deed.

'Ngāpuhi / Ngati Kahu ki Whangaroa' means:

- a the collective group composed of individuals who are descended from one or more Ancestors of Ngāpuhi / Ngati Kahu ki Whangaroa; and
- b includes those individuals.

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

- a birth; or
- b legal adoption; or

c whāngai in accordance with the tikanga of the Iwi.

'Rūnanga' and **'Trust'** means the trust established by this Deed.

'Marae' means the following marae of the Iwi, unless any of the following marae have resigned their representation on the Rūnanga in accordance with the process set out in paragraph 2.1 (Resignation of Marae) of Schedule 3 (Marae Representation):

- a Te Patunga Marae, Kaingapiwai
- b Otangaroa Marae, Mangawhero
- c Te Huia Marae, Pupuke
- d Te Tahaawai Marae, Pupuke
- e Te Tangata Marae, Pupuke
- f Mangaiti Marae, Mangaiti
- g Wainui Marae, Wainui
- h Ngaitupango Marae, Te Ngaere
- i Whakaari, Te Huia
- j Te Tapui Marae, Matauri
- k Waitaruke Marae, Waitaruke
- l Taemaro, Taemaro Bay
- m Waimahana Marae, Waimahana Bay
- n Taupo Marae, Taupo Bay
- o Mangatowai Marae, Mangatowai
- p Takou Marae, Takou Bay
- q Waihapa Marae, Waihapa
- r Karangahape Marae, Matangirau / Te Touwai

any other marae that is included as a Marae in accordance with the process set in paragraph 1.1 (Addition of Marae) of Schedule 3 (Marae Representation).

'Nominee' means a nominee appointed in accordance with clause 15.2 (Custodian Trustee and Nominee).

'Perpetuity Period' means, for the purposes of clause 22 (Perpetuities), the period that commences on the date of this Deed and ends at the last day permissible under the Trusts Act 2019, or if another period is specified in legislation, that period.

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

'Property of Special Significance' means any Property of the Rūnanga that is declared to be Property of Special Significance in accordance with clause 8.3 (Declaration as Property of Special Significance) and listed on the Properties of Special Significance Register.

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

'Marae Committee' means the governing body of any Marae as elected by members of that Marae in accordance with that Marae's tikanga and customary protocols.

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

'Settlement Legislation' means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the promises contained within that deed.

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

'Special General Meeting' means a meeting held in accordance with clause 6.3 (Notice of Special General Meetings).

'Special Resolution' means a resolution that has been properly notified and passed by 75% of those Adult Members who cast a valid vote at a General Meeting or in accordance with the procedures set out in Schedule 6 (Postal Voting).

'Special Trust Adviser' means a Special Trust Adviser appointed in accordance with clause 15.1 (Special Trust Adviser).

'Te Rohe o Whangaroa' means the historical or traditional boundary that has been described in court records and other documents and is bound by a line commencing at the river mouth of the Oruaiti River in the north and moving in a southerly direction encompassing the Puketū Forest, then moving in a north easterly direction to the Takou River area. It also includes the coastal boundary commencing at the Oruaiti River mouth following the eastern side of the Mangonui Harbour out to the entrance of the Mangonui Harbour and directly out to sea moving in a south easterly direction along the coast to Te Ruapurapura (Needles) off Pureura and including the Whangaroa Harbour, its rivers, estuaries and islands within the above boundaries. This includes all waahi tapu and other areas sacred to ngā hapu, me ngā whanau o Whangaroa.

'Trust' means the trust established by this deed of trust.

'Trust Entity' means the Rūnanga and any company that is wholly owned by the Rūnanga (or a Trust Entity), and any other entity (including a society, trust, or limited liability partnership) where:

- a the Rūnanga, a Trust Entity, or both the Rūnanga and a Trust Entity retain the exclusive right to appoint or remove directors, Board Members, or other office holders of that company or other entity; and

- b that company or other entity is established or acquired by the Board in accordance with clause 12 (Trust Entities) and Schedule 7 (Establishment of Trust Entities).

'Trust Fund' means the initial sum of \$10 referred to in the background to this Deed together with all other Property the Rūnanga may subsequently purchase, receive or otherwise acquire from themselves or from any other person, firm, corporation or the Crown for the purposes of the Rūnanga, that are from time to time held by the Rūnanga, or its nominee, on the trusts of this Deed.

'Whāngai' means a person adopted in accordance with the tikanga of the Marae that he or she affiliates to but who does not descend from an Iwi Ancestor.

'Whānau Register' means the register administered and maintained in accordance with clause 4.1 (Trust to maintain register) and is synonymous with and means the "Iwi Register" as prescribed in Section 40 of the Maori Fisheries Act 2004.

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

1.2 **General construction**

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

- a Headings to clauses are for reference only and are not an aid in interpretation;
- b References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;
- c References to documents will be construed as references to those documents as they may be amended from time to time;
- d References to clauses are to clauses of this Deed;
- e References to currency are to New Zealand currency;
- f All periods of time include the day on which the period commences and also the day on which the period ends; and
- g Words importing the plural include the singular and vice versa and words importing gender import all genders.

2 Establishment and objects of the Rūnanga

2.1 **Declaration of Trust**

The Board Members declare and acknowledge that they hold and will continue to hold the Trust Fund upon the trusts and with the powers set out in this Deed. The Rūnanga is to be known as the **'Te Rūnanga o Whaingaroa Incorporated'** or such other name as the Board Members decide from time to time.

2.2 **Board Members representative**

The Rūnanga shall represent the Iwi in all matters relating to this Deed.

2.3 **Administration of the Rūnanga**

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

2.4 **Objects of the Rūnanga**

The objects of the Rūnanga shall be to receive, hold, manage, and administer the Trust Fund on trust for every Charitable Purpose that is beneficial to Adult Registered Members, including iwi, hapū whānau and Marae of the Iwi, whether it relates to the relief of poverty, the advancement of education or religion, or any other matter beneficial to the Iwi Members as a community or any group or section of Iwi members, irrespective of where those Iwi Members reside and for every such Charitable Purpose benefiting the Iwi Members generally including, without limitation:

- a Promoting and undertaking initiatives to advance the occupational, physical, environmental, social, intellectual, emotional and spiritual wellness of the Iwi;
- b Promoting and providing schemes, services and facilities for the promotion or the educational welfare of the Rūnanga and the Iwi;
- c Supporting, donating moneys to, and providing resources for marae, and other charitable institutions or charities in Te Rohe o Whangaroa;
- d Advancing and promoting education in connection with the Māori language and culture / to provide education by any means whatsoever to whomsoever may be interested;
- e Organising education opportunities and providing support for educational institutions suited to the particular needs of the Rūnanga and the Iwi;
- f Providing scholarships and other financial assistance for the Iwi to attend schools, universities, technical institutes and other such educational and training institutes as the Board in its absolute discretion think fit;
- g Supporting in such manner as the Board in its absolute discretion think fit, including loans and resources for the upgrading of existing housing and the provision of new housing and public amenities, including roads and other similar facilities for the Rūnanga provided they are in furtherance of the objects;
- h Encouraging supporting, donating moneys and providing resources for the setting up of work, trusts or other enterprises within New Zealand;
- i Promoting and providing education and educational projects regarding the historical, cultural and archaeological tikanga and taonga of the Rūnanga;
- j Supporting such charities and charitable purposes in New Zealand as the Board in its absolute discretion from time to time think fit;

- k Making representations to government departments, local bodies, community or statutory objects of whatever kind or nature relating to the advancement of the objects of the Rūnanga;
- l Promoting and articulating the needs and concerns of whatsoever nature of the Rūnanga and in the promotion of the objects of the Rūnanga to seek just and proper representation on local body authorities, committees, bodies, institutions and iwi authorities either statutory or otherwise;
- m Engaging in such joint ventures of participating in such schemes as may be operated through or by government departments, local bodies, community or statutory bodies or private bodies as may be designated to secure or advance the objects of the Rūnanga or any of them;
- n Seeking, accepting and receiving donations, subsidies, grants, endowments, gifts, legacies, loans and bequests either in money or kind or partly in money and partly in kind for all or any of the objects of the Trust and to carry out any specified directions relating to donations, subsidies, grants, endowments, gifts, legacies, loans and bequests made to the Rūnanga for the benefit of the general purposes of the Rūnanga or specified in particular cases by the donors or lenders for the same;
- o Carrying on any other object which may be capable of being conveniently carried out in connection with the above objects or calculated directly or indirectly to advance the objects of the Rūnanga or any of them;
- p The Rūnanga acting in the role of the Mandated Iwi Organisation for the purposes of the Māori Fisheries Act; and
- q The Rūnanga acting in the role of Iwi Aquaculture Organisation for the purposes of the Māori Commercial Aquaculture Claims Settlement Act 2004.

2.5 **Incidental purposes**

Incidental to, and to give effect to, the objects in clause 2.4 (Objects of the Rūnanga), additional purposes and activities of the Rūnanga are, subject to clause 2.6 (No non-charitable objects):

- a performing the functions of a Mandated Iwi Organisation and Iwi Aquaculture Organisation in accordance with the Māori Fisheries Act and the Māori Aquaculture Act respectively;
- b to exercise strategic governance over the Trust Entities so as to manage prudently the affairs, business activities, assets and liabilities of the Rūnanga;
- c to be the voice and representative body for the Iwi;
- d to foster and promote amongst Iwi Members:
 - i spiritual values, unity, support and cooperation;
 - ii recognition of traditional customs and values;
 - iii physical, social, and economic wellbeing and advancement; and

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

2.6 **No non-charitable objects**

The objects of the Rūnanga shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and, without derogating from clause 19 (Amendments to the Deed) or 21 (Resettlement), the Rūnanga shall be restricted accordingly and limited to New Zealand.

2.7 **Guiding principles**

The Board Members will be guided in the fulfilment of the Rūnanga's objects in clause 2.4 (Objects of the Rūnanga) and clause 2.5 (Incidental Purposes) by the following guiding principles:

- a **He Wakaputanga o te Rangatiratanga o Nu Tirene:** He Wakaputanga, a document of fundamental importance to the Iwi, was signed by the Crown and Māori, including ancestors of the Iwi, in Te Rohe o Whangaroa. The Iwi are therefore kaitiaki of He Wakaputanga, which recognises their independence and mana motuhake, and the authority and mana of Māori generally to determine their own aspirations and future.
- b **Tiriti o Waitangi:** Te Tiriti o Waitangi / the Treaty of Waitangi recognises and guarantees te tino rangatiratanga o ngā tāngata whenua over the material cultural and spiritual resources of the Māori people;
- c **Kaitiakitanga:** The whānau, hapū and iwi of Whangaroa are the customary owners, guardians of all things and matters pertaining to their respective social, economic and political development and future, and also over their traditionally recognised responsibilities including but not limited to, maunga, urupā, wāhi tapu, awa, moana, roto, taonga, kōhatu, coastline, fisheries and papakāinga.
- d **Tikanga:** The tikanga of whānau, hapū and iwi of Whangaroa is to be supported and upheld.
- e **Whānaungatanga:** The whānau, hapū and iwi of Whangaroa have close and historical links with each other and the Iwi as a whole has close and historical links with other iwi.
- f **Wairuatanga:** The spiritual wellbeing of individuals as well as whānau, hapū and iwi is to be maintained and supported.

3 **Election, powers and meetings of the Board Members**

3.1 **Election of Board Members**

The parties to this Deed shall be the Initial Board Members until the First Election.

Following the First Election, the Board Members will be those persons elected as Board Members from time to time in accordance with the Schedule 4 (Election of Board Members)

3.2 Number of Board Members

Following the First Election, there shall be:

- a one Board member from each Marae to act as representative of that Marae on the Rūnanga;
- b one Alternate Board member from each Marae to carry out the role of Alternate Board member in accordance with 3 (Alternate Board member) of Schedule 4.

3.3 Proceedings of the Board

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

3.4 Powers of a natural person

The Rūnanga, acting through the Board, shall have the powers of a natural person and all other powers that New Zealand law permits subject to clause 2.6 (No non-charitable objects), clause 3.5 (Board not to lend assets to associated persons) and clause 3.6 (Restriction on Major Transactions).

Without limitation, the powers of the Board include by way of example the powers set out in Schedule 1 (Powers of the Board). In the case of doubt, the construction to be adopted is to favour the broadening of the powers of the Board.

3.5 Board not to lend assets to associated persons

Notwithstanding clause 3.4 (Powers of a natural person), the Board must not lend money nor lease property or assets at less than current commercial rates, having regard to the nature and terms of the loan and lease, to any Associated Person and includes any person:

- a who is a settlor or Board member of the Rūnanga; or
- b who is a board member or director of any company by which any business of the Rūnanga is carried on; or
- c who is a settlor or board member of a trust that is shareholder of any company by which any business of the Rūnanga is carried on.

3.6 Restriction on Major Transactions

Notwithstanding clause 3.4 (Powers of a natural person), the Board must not enter into or approve a Major Transaction unless that Major Transaction:

- a is approved by a Special Resolution; or
- b is contingent upon approval by a Special Resolution.

3.7 Board Members' expenses

Each Board member shall be entitled to be reimbursed any expenses or outgoings reasonably and properly incurred in the business of the Rūnanga so long as any such reimbursement is compliant with any expenses policy that may be approved by the Board from time to time.

3.8 Board Members' remuneration

The Board may determine the level of remuneration payable to each Board member provided that the Board shall publicly notify Adult Registered Members of the details of the level of remuneration set at each Annual General Meeting.

4 Whānau Register

4.1 Trust to maintain register

The Board shall administer and maintain a collective register of Adult Registered Members in accordance with Schedule 1 (Registration of Members). The register will be known as the Whānau Register.

4.2 Application for registration

All applications for registration as an Adult Registered Member must be made in writing in accordance with the provisions of Schedule 1 (Registration of Members).

5 Chief Executive and other employees

5.1 Board may appoint Chief Executive

The Board may appoint a Chief Executive, or other title as the Board determines, to manage the day to day administration of the Rūnanga including without limitation the implementation of the Board's planning, reporting and monitoring obligations under this Deed.

5.2 Rūnanga employees

The Chief Executive shall be responsible for the employment of all other employees of the Rūnanga.

5.3 Chief Executive's delegation

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

5.4 Board Members not to be employees

A Board member must not be a current employee of the Rūnanga..

5.5 Appointment of entities to provide services

The Board may appoint any other incorporated or unincorporated entity to provide services to the Rūnanga. In any case where the entity directly or

indirectly procures, causes, permits, or otherwise howsoever makes a Board member available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of, nor claim against, the Rūnanga, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Board, and the Board Members have voted unanimously (subject to clause 17 (Conflicts of interest)) in support of that appointment on those terms.

5.6 Incorporation

The Board Members may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Board Members may decide. Upon incorporation the powers and discretions conferred upon the Board Members by law or by this Deed shall be conferred upon the Trustees as a trust board.

6 General Meetings

6.1 Rūnanga to hold Annual General Meeting

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

- a confirm the minutes of the last Annual General Meeting;
- b present the Annual Report the previous financial year and Financial Statements, made available to Adult Registered Members not less than 20 working days before the Annual General Meeting;
- c present the proposed Annual Plan;
- d present the Annual Report of any Trust Entities; and

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

- e the approval of the appointment of the auditor for the next Financial Year;
- f the presentation of details relating to Board Members' remuneration pursuant to clause 3.8 (Board Members' remuneration);
- g any other notified business; and
- h any general business raised at that meeting and accepted for discussion by the Chairperson pursuant to clause 6.4 (Annual General Meeting not limited to notified business).

7 Holding of meetings via electronic conferencing

For the purposes of this Deed, the linking via telephone, video, or other means of electronic conferencing of a number of Adult Registered Members who constitute

a quorum shall be deemed to constitute a meeting of Adult Registered Members so long as the following conditions are met:

- a the Board Members agree, prior to the calling of the meeting of Adult Registered Members;
- b the Adult Registered Members for the time being entitled to receive notice of a meeting shall be entitled to notice of an electronic conference meeting and to be linked for the purposes of such a meeting;
- c a participant in the electronic conference meeting may not leave the meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the electronic conference meeting unless he or she leaves the meeting with the Chairperson's express consent;
- d a minute of the proceedings at the electronic conference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting; and
- e all the provisions in this Deed relating to meetings shall apply to any such electronic conference meeting.

7.2 **Notice of Annual General Meeting**

The Board shall give not less than 20 Working Days' notice of the holding of the Annual General Meeting, such notice to be sent, by postal or electronic means, to all Adult Registered Members at the last address shown for each such Member on the Whānau Register and to any other Adult Registered Member who has made a written request for a notice.

If required by law, notice of the meeting shall also be inserted in relevant metropolitan and provincial newspapers circulating in New Zealand where the Board consider that a significant number of Adult Registered Members reside.

All such notices shall contain:

- a the date, time and place of the Annual General Meeting;
- b an agenda of matters to be discussed, and a summary of resolutions to be put at the meeting;
- c details of where copies of any information to be laid before the meeting, including full resolutions to be put, may be inspected or obtained; and
- d whether attendance by electronic conferencing is allowable, and if so, the provision of information to allow the Adult Registered Member to attend the meeting.

7.3 **Notice of Special General Meetings**

In addition to the Annual General Meeting, the Board shall convene a Special General Meeting on the written request of:

- a the majority of the Board Members which must include the Chairperson or Deputy Chairperson; or
- b 10 percent (10%) of all Adult Registered Members from at least eight Marae.

Notice of such a meeting shall be given in the same manner as for a notice of the Annual General Meeting and those requesting the meeting shall be required to provide a statement to the Board setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting. The Board shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

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

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

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

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

7.6 **Invalidation**

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

7.7 **Deficiency of notice**

A deficiency or irregularity in a notice of any General Meeting will not invalidate anything done at the meeting if:

- a the deficiency or irregularity is not material; and
- b the Adult Registered Members who attend the meeting agree to waive the deficiency or irregularity.

7.8 **Quorum**

The quorum required for any General Meeting shall be at no less than 30 Adult Registered Members present in attendance (in person, or by electronic conferencing by if allowable) and in the case of a Special General Meeting convened in accordance with clause 6.3 (Notice of Special General Meetings), the quorum must include 50% of those who made the written request. Subject to clause 6.11 (Adjourned Meetings), no business may be transacted at a General Meeting unless the quorum is present.

7.9 Chairing of meetings

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

- a if the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chairperson;
- b if neither the Chairperson nor Deputy Chairperson are present at the time appointed for holding a meeting, then the Board Members present shall elect one of their number to substitute as the chairperson for that meeting; and
- c if a Special General Meeting has been convened in accordance with clause 6.3a or 6.3b (Notice of Special General Meetings), the Board will appoint an independent chair for that meeting.

7.10 Voting

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

Voting at General Meetings may be by voice or a show of hands and shall be passed by majority of those present and entitled to vote. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote. However, except as provided in clauses 3.6 (Restriction on Major Transactions), 6.1e (Trust to hold Annual General Meeting), and 23 (Winding up of the Rūnanga), the Board shall not be bound by a resolution passed at any General Meeting, but will only be required to give consideration to any such resolution in administering the Trust Fund and carrying out the objects of the Rūnanga.

7.11 Adjourned meetings

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

7.12 Unruly meetings

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

7.13 Minutes

The Board shall keep a proper record in a minute book of all decisions taken and business transacted at every General Meeting.

7.14 Minutes to be evidence of proceedings

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

7.15 Minutes to be evidence of proper conduct

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

8 Application of income

8.1 Application of income

The Board may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Board in respect of the establishment and management of the Rūnanga and Trust Entities, pay or apply all or any of the income of the Rūnanga to or for the benefit of such one or more of the Iwi Members to the exclusion of the others and, if to or for one or more than one, in equal or unequal shares and on such terms and conditions as the Board in its absolute discretion may decide.

8.2 Accumulation in six months without payment of application of income

Any income of any Financial Year not paid or applied in accordance with clause 7.1 (Application of income) during or within six months from the end of that Financial Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Fund, and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust Fund.

8.3 Application of capital

The Board may at any time pay or apply any of the capital of the Trust Fund to or for the benefit of such one or more of the Iwi Members to the exclusion of the others and, if to or for more than one, in equal or unequal shares and on such terms and conditions as the Board in its absolute discretion may decide. In acting for the benefit of the Iwi Members, the Board may also distribute capital to a Trust Entity.

8.4 Board has absolute discretion

Subject to the restrictions and obligations outlined in this Deed, all powers and discretions that the Board has may be exercised by the Board in its absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as the Board thinks fit.

The Board Members shall endeavour to act fairly in considering the needs and interests of present and future Iwi Members.

9 Properties of Special Significance

9.1 Identification of a Property of Special Significance

The Board may identify any particular Property held by the Rūnanga as being of such special significance to the Iwi that additional protection is required to ensure that Property is retained on behalf of the Iwi.

An individual Marae may also identify a particular Property held by the Rūnanga as being of such special significance to that Marae that additional protection is required to ensure that Property is retained on behalf of that Marae.

9.2 Consultation with the Iwi

Where the Board or an individual Marae have identified particular Property under clause 8.1 (Identification of Special Property), the Board shall consult, in a manner to be determined by the Board, with the Iwi as to the need for special protection of that Property.

9.3 Declaration as Property of Special Significance

The Board may, at its absolute discretion and having regard to the outcome of the consultation under clause 8.2 (Consultation with the Iwi), declare the identified Property to be a Property of Special Significance and must inform the Iwi, and the individual Marae as the case may be, of any such declaration in a manner determined by the Board.

9.4 Properties of Special Significance register

The Board must maintain a register of all Properties of Special Significance with such register being available for inspection by any Adult Registered Member.

9.5 Disposition of Property of Special Significance is a Major Transaction

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

- a have regard to the fact that any such disposition will constitute a Major Transaction, as will any proposal to remove the status of Property of Special Significance from a particular Property; and
- b consult with any affected individual Marae named in the Properties of Special Significance Register before making their decision.

10 Policies and plans

10.1 Board to prepare five-year strategic plans

The Board shall instruct the Chief Executive to prepare a new five-year strategic plan. The Chief Executive must consult with Board Members, and the Board shall approve each five-year strategic plan as prepared by the Chief Executive.

10.2 Chief Executive to prepare annual plan

The Chief Executive shall prepare, no later than one month before the commencement of each Financial Year, an annual plan which sets out the matters prescribed in paragraph 3 of Schedule 8 (Requirements for Plans and Reports). In developing an annual plan, the Chief Executive shall:

- a. have regard to the vision and policies set out in the current five-year strategic plan prepared in accordance with clause 9.1; and
- b. consult with, and obtain approval from the Board.

11 Annual reports, accounts and audit

11.1 Preparation of annual report

The Board must, within six months after the end of each Financial Year, cause to be prepared an annual report on the affairs of the Iwi Group, covering the accounting period to the end of that Financial Year. Such a report shall include the matters prescribed in paragraph 4 of Schedule 8 (Requirements for Plans and Reports).

11.2 Audit of financial statements

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

11.3 Appointment of auditor

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

12 Investments

In the exercise of the powers and discretions vested in the Board Members by law or by this Deed, the Board Members may acquire any property or retain or deal with any property which from time to time comprises the whole or part of the Trust Fund notwithstanding that any act or omission by the Board Members in the exercise of those powers and discretions would be or could be contrary to the principles governing the investment of trust funds set out in the Trusts Act 2019. For the avoidance of doubt, section 30 of the Trusts Act 2019 is explicitly modified by this Deed pursuant to section 5(4) of that Act.

13 Trust Entities

13.1 Establishment of Trust Entities

The Rūnanga may establish Trust Entities in order to receive, hold, or manage the Trust Fund or any Property forming part of the Trust Fund, provided that any Trust Entity must be established in accordance with the requirements set out in Schedule 7 (Establishment of Trust Entities).

13.2 Disestablishment of Trust Entities

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

13.3 Compliance with the Māori Fisheries Act

The Board must:

- a establish and maintain a Trust Entity as an Asset-Holding Company that complies with the requirements of the Māori Fisheries Act; and
- b in the event the Board wishes to undertake a fishing operation utilising annual catch entitlement from their Settlement Quota, or be in a joint venture for those purposes, the Board must also establish a Trust Entity that is separate from the Asset-Holding Company or a subsidiary of the Asset-Holding Company established in accordance with clause 12.3a.

13.4 Establishment of other entities

For the avoidance of doubt, the ability for the Rūnanga to establish Trust Entities does not limit the powers of the Board under this Deed to enter into any other arrangement including the establishment, or acquisition of an interest in, other entities which do not meet the requirements of Schedule 7 (Establishment of Trust Entities) and are not Trust Entities.

14 Liability of Board Members

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

15 Indemnity and insurance

15.1 Indemnity and insurance for Board Members

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

best interests of the Rūnanga with the object of fulfilling the objects of the Rūnanga.

15.2 Indemnity and insurance costs to be just and equitable

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

15.3 Indemnity and insurance re specific trusts

If any assets are held by the Board Members on any separate specific trust, then any Board member, officer or employee of the Rūnanga may, in respect of proceedings brought in relation to that separate specific trust, only be indemnified or have his or her insurance costs met out of those assets.

15.4 Record of decisions

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

16 Special Trust Adviser and Custodian Trustee

16.1 Special Trust Adviser

The Board may, by resolution in writing, appoint any person as a Special Trust Adviser of the Rūnanga. The Special Trust Adviser shall have the status and powers conferred on special trust advisers by the Trusts Act 2019.

16.2 Custodian Trustee and Nominee

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

- a all or any of the Trust Fund may be vested in the Custodian Trustee or Nominee as if the Custodian Trustee or Nominee were sole trustee;
- b the portion of the Trust Fund that is from time to time vested in the Custodian Trustee or Nominee is the Custodial Trust Fund, and the provisions of section 50 of the Trustee Act 1956 shall apply as if references in it to the trust property were references to the Custodial Trust Fund;
- c the Custodian Trustee or Nominee must:
 - i hold the part of the Trust Fund that is transferred to the Custodial Trustee or Nominee by the Board (the '**Custodial Trust Fund**');
 - ii invest the Custodial Trust Fund and dispose of it in accordance with any direction in writing by the Board; and

- iii execute all documents and perform all acts that the Board in writing directs.

16.3 Removal of Special Trust Adviser, Custodian Trustee or Nominee

The Board may, without needing to give any reason, remove any Special Trust Adviser, or Custodian Trustee, or Nominee by passing a resolution approved by a majority of the Board Members entitled to vote at a meeting of Board.

16.4 Board may pay fee

The Board may pay a fee to the Special Trust Adviser, Custodian Trustee or Nominee.

17 Advice to Board Members

17.1 Board Members may rely on advice

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

- a an employee of the Rūnanga or any director, trustee, board member or employee of a Trust Entity whom the Board believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
- b a professional advisor or expert in relation to matters which the Board believes on reasonable grounds to be within a person's professional or expert competence; and
- c any other Board member or member of a committee upon which a Board member did not serve at the relevant time and in relation to matters that are within that other Board member's or committee member's designated authority. However, this shall only apply to the extent that the Board Members act in good faith, after reasonable enquiry when the need for an enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted.

17.2 Board may obtain opinion

If the Board is in doubt over any matter relating to the management and administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister and Solicitor of the High Court of New Zealand of at least seven years' standing. In respect of any such opinion, and subject to clause 13 (Liability of Board Members), the Board may act without being liable to any person who may claim to be beneficially entitled in respect of anything done in accordance with that opinion. This right to obtain and act upon an opinion, however, will not restrict any right on the part of the Rūnanga to apply to the High Court of New Zealand for directions.

18 Conflicts of interest

18.1 Definition of interested Board member

A Board member will be interested in a matter if the Board member:

- a is a party to, or will derive a material financial benefit from, that matter;
- b has a material financial interest in another party to the matter;
- c is a director, trustee, board member, or officer of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or controlled, by the Rūnanga or any Trust Entity;
- d is the parent, child or spouse of another party to, or person who will derive a material financial benefit from, the matter; or
- e is otherwise directly or indirectly interested in the matter.

18.2 For the purposes of paragraph 17.1 (Definition of interested Board member) above, a party will be controlled by the Rūnanga or a Trust Entity if the composition of the board of that party (whether a company, trust, or other entity) is controlled by the Rūnanga or Trust Entity. However, no Board member will be interested in a matter:

- a where that Board member is a member of an iwi where his or her interest is not different in kind from the interests of other members of that iwi;
- b where the Board member's interest is so remote or insignificant that it cannot reasonably be regarded as being likely to influence the Board member in carrying out the Board member's responsibilities under this Deed or the Charities Act 2005;
- c solely by virtue of the fact that he or she holds office as a Board member or employee of the Settlor.

18.3 Disclosure of interest to other Board Members

A Board member must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Rūnanga, disclose to his or her co-Board Members at a meeting of the Board:

- a if the monetary value of the Board member's interest is able to be quantified, the nature and monetary value of that interest; or
- b if the monetary value of that Board member's interest cannot be quantified, the nature and extent of that interest.

18.4 Disclosure of interest of another Board member

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

18.5 Recording of interest

The Rūnanga shall establish and maintain an interests register for the purpose of recording the details of interested representatives. Immediately following his or her appointment, a Board member must enter any interests he or she may have into the interests register. A Board member must also enter into the interests register the details of any interest disclosed to other Board Members in accordance with clause 17.4 (Disclosure of interest to other Board Members).

18.6 Dealings with interested Board Members

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

18.7 Continuing material conflict of interest

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

18.8 No private pecuniary profit with exceptions

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

- a any Board member may receive full reimbursement for all expenses properly incurred by that Board member in connection with the affairs of the Rūnanga;
- b the Rūnanga may pay reasonable remuneration to any Board member, officer, or employee of the Rūnanga in return for services actually rendered to the Rūnanga (including the provision of services as Board member);
- c any Board member may, subject to clause 17 (Conflicts of Interest), be paid all usual professional, business, or trade charges for services rendered, time expended, and all acts done by that Board member or by any entity of which that Board member is a partner, member, employee, or associate in connection with the affairs of the Rūnanga; and
- d any Board member may, subject to prior written consent by resolution of the Board, retain any reimbursement, remuneration, or charges properly payable to that Board member by any entity with which the Rūnanga may be in any way concerned or involved, and for which that Board member has acted in any capacity whatsoever, notwithstanding that the Board member's connection with that entity is in any way attributable to that Board member's connection with the Rūnanga, provided that:
 - i before any such reimbursement may be regarded as properly incurred, or any such remuneration may be regarded as reasonable or properly payable, or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Board Members, and in the case of an

appointment referred to in clause 5.5 (Appointment of entities to provide services), the provisions of that clause have been complied with;

- ii the Board Members must disclose in their annual report referred to in clause 9.2 (Chief Executive to prepare annual plan) next published after payment of that reimbursement, remuneration, or charge:
 - A the amount thereof received by each Board member or any such firm or entity;
 - B the nature of the reimbursement and the nature and extent of the services rendered or time expended; and
 - C the method of calculation of the reimbursement, remuneration, or charge; and
- iii in the case of an appointment referred to in clause 5.5 (Appointment of entities to provide services), the full written terms and conditions thereof have been made available for inspection at the office of the Rūnanga by any Adult Registered Member who makes written request for the same.

18.9 Board Members to ensure interested persons do not influence determinations

Subject to clause 17.8 (No private pecuniary profit with exceptions), in the exercise of the powers conferred by this Deed each Board member in the discharge of any duty or exercise of any discretion as Board member shall ensure that any person who is:

- c a Board member;
- d a shareholder or director of any Trust Entity;
- e a settlor or a Board member of any Trust Entity; or
- f any Associated Person;

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 17.9 (Board Members to ensure interested persons do not influence determinations) shall be void.

A person who in the course of and as part of the carrying on of his or her business of a professional public practice does not, by reason only of his or her rendering professional services to the Rūnanga or to any company by which any business of the Rūnanga is carried on, act in breach of the terms of this clause 17.9 (Board Members to ensure interested persons do not influence determinations).

19 Dispute resolution process

19.1 Disputes

In the event that a dispute arises in relation to any aspect of the Rūnanga, or the Trust Entities, including, but not limited to, disputes on matters of, te reo me ona tikanga, whakapapa, and kōrero, then that dispute shall be referred in the first instance to the Board.

A valid resolution of the Board shall not, in and of itself, constitute grounds for a dispute under this paragraph.

19.2 Notice of dispute

All disputes referred to the Board in accordance with clause 18.1 (Disputes) shall be submitted to the Board by notice in writing and the Board shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice.

Any such dispute shall, in the first instance, be resolved in accordance with the Complaints Procedure adopted by the Board.

19.3 Reference of dispute

Any such dispute shall, in the first instance, be resolved in accordance with the Complaints Procedure adopted by the Board.

If a dispute is not, in accordance with the Complaints Procedure, settled within 30 Working Days of the receipt by the Board of written notice of the dispute in accordance with clause 18.2 (Notice of dispute) then it shall be referred to the Disputes Committee constituted in accordance with clauses 18.4 (Dispute Committee to be appointed as required) and 18.5 (Appointment and composition of Disputes Committee).

19.4 Dispute Committee to be appointed as required

There shall not be a permanent Disputes Committee. The Disputes Committee shall be appointed by the Board on a case by case basis having regard to the precise subject matter of the dispute in question and only after the expiry of the 20 Working Day period referred to in clause 18.3 (Reference of dispute).

19.5 Appointment and composition of Disputes Committee

A Disputes Committee shall comprise three persons, of whom at least one shall be an independent member and no more than two may be Board Members, who shall be appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute.

19.6 Role of Disputes Committee

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

In the case of a review of an election under paragraph 6 (Review of election results) of Schedule 2 (Elections of Board Members), the Dispute Committee shall

determine whether the successful candidate was duly elected or whether the election for the particular Marae was void and should be conducted again.

19.7 Deliberations of Disputes Committee

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

19.8 Disputes concerning the actions of Board member

In the event that the actions or conduct of a Board member become the subject of a dispute under this clause, notwithstanding any investigation of the matter by a Disputes Committee, the Board may, in accordance with paragraph 8.1 (Suspension of Board member) of Schedule 4 (Elections of Board Members), resolve to suspend that Board member.

In the event that a Board member is suspended, the Alternate Board member shall attend Board meetings and exercise any powers and discretions under this Deed as if he or she is the Board member until such time as the suspension is lifted and the Board member is reinstated. If the Board member is removed from office in accordance with paragraph 8.3 (Removal of Board member) of Schedule 4 (Elections of Board Members), the Alternate Board member shall replace the Board member and be recorded as the Board member for that Marae the balance of the Board member's term of office

19.9 Notification of outcome

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

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

19.10 Dispute resolution process under Māori Fisheries Act

Notwithstanding this clause 18, any party to a dispute arising from a complaint referred to in clause 18.1 (Disputes) may invoke the dispute resolution process set out in Part 5 of the Māori Fisheries Act provided that the dispute falls within the provisions of section 180(1) of that Act.

20 Amendments to the Deed

20.1 Special Resolution required

Subject to clauses 19.2 and 19.3, all amendments to the Deed shall only be made with the approval of a Special Resolution.

20.2 Limitations on amendment

No amendment shall be made to the Deed that:

- a changes the Rūnanga's objects and purpose so that the Board Members are no longer required to act for the collective benefit of the present and future Iwi Members;
- b changes the definition of Iwi Member, Iwi or Ngapuhi / Ngati Kahu ki Whangaroa;
- c changes the membership and beneficiary of the Rūnanga;
- d may be inconsistent with the Māori Fisheries Act;
- e changes this clause 19.

If the Rūnanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for the Iwi, an amendment that relates to any matter provided for, by or under the Māori Fisheries Act may not be made earlier than two years after the date on which the Rūnanga is recognised unless the amendment is required as a consequence of a rule made or amended under section 25 of the Māori Fisheries Act.

20.3 Proposal to amend the Deed

Any Adult Registered Member may submit to the Board a written proposal to amend the Deed, and the Board shall consider such proposal where they are satisfied that the person is an Adult Registered Member.

21 Access to the Documents

The Board Members shall ensure that the following documents are available for viewing by Adult Registered Members:

- a a copy of this Deed;
- b any current Annual Plan prepared in accordance with clause 9.2 (Chief Executive to prepare annual plan) and any five year strategic plan prepared in accordance with clause 9.1 (Board Members to prepare five year strategic plan);
- c Annual Reports, Financial Statements and Annual Plans presented for the purposes of the last three Annual General Meetings in accordance with clause 6.1 (Trust to hold Annual General Meeting).

The Board Members may comply with this requirement by ensuring that such documents are available electronically and by maintaining a physical copy of such documents at a specified location.

22 Resettlement

The Board Members have the power in their discretion to settle or resettle any or all of the Trust Fund upon trust in any manner which in the opinion of the Board member is for the advancement or benefit of the Iwi and is consistent with the

objects of the Rūnanga, subject to compliance with clause 3.6 (Restriction on Major Transactions).

23 Perpetuities

If the rule against perpetuities applies to the Rūnanga, the Board Members shall proceed to wind up the Rūnanga in accordance with clause 23 (Winding up of the Rūnanga) by the last day of the Perpetuity Period.

24 Winding up of the Rūnanga

The Rūnanga established by this Deed shall only be terminated or dissolved if the Adult Registered Members have by Special Resolution resolved that it has become impossible, impracticable, or inexpedient for the Rūnanga to carry out the objects of the Rūnanga.

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

25 Governing law

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

26 Counterparts

This Deed may be executed in two or more counterpart copies each of which will be deemed an original and all of which together will constitute one and the same instrument. A party may enter into this Deed by signing a counterpart copy and sending it to the other parties (including by facsimile or email).

Execution

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Signed by
in the presence of:

[insert name]

Witness signature _____

Full name _____

Occupation _____

Town/city _____

Schedule 1 Powers of the Board

1 Powers of the Board

- 1.1 Without limiting clause 3.4 (Powers of a natural person) of this Deed, and subject to clause 3.6 (Major Translations), clause 3.5 (Board not to lend assets to associated persons), and any legal obligations, restrictions, or encumbrances upon the assets of the Rūnanga, the Board shall have the power:
- a to purchase and hold Property;
 - b to lease Property;
 - c to grant leases of Property;
 - d to make any grants, scholarships or koha which are consistent with the objects of the Rūnanga;
 - e to borrow, obtain credit, or to otherwise raise funds to further the objects of the Rūnanga;
 - f to carry on any business or venture, and:
 - i to use for the business or venture any Property that is part of the Trust Fund;
 - ii to form (whether by itself or with others) a company, partnership or venture to carry on the business; and
 - iii to be a director or partner or party of or to that company or partnership or venture and to retain for themselves any reasonable remuneration paid;
 - g to accumulate the income of the Trust Fund;
 - h to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Board Members or falling due in the future;
 - i in relation to any company or other body (whether incorporated or unincorporated) or chose in action or fund:
 - i appoint directors, Board Members, decision-makers, controllers, officers or employees of it;
 - ii consent to any reorganisation or reconstruction of it, or dealing with it, and any increase or reductions of the capital of it; and
 - iii provide out of the Trust Fund capital for it whether by advances, loans, deposits, grants, contributions or otherwise (with or without security) or by taking further securities in it;
 - j to enter into contracts for the provision of services to fulfil the functions and objects of the Rūnanga;

- k to open and maintain a bank account or bank accounts and to decide who will be the signatories to that account or accounts;
- l in relation to any share or other security that is part of the Trust Fund:
 - i exercise any voting, controlling or decision-making rights or powers attaching to it; and
 - ii concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;
- m to appoint, engage or employ any person or company for any period:
 - i as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed;
 - ii as manager or agent for or on behalf of the Board Members in all or any matters relating to the management and the control of the Rūnanga, and any business owned by the Board Members or in which it is concerned; or
 - iii as an employee of the Rūnanga in all or any matters relating to the Rūnanga;
- n to act upon any opinion or advice or information obtained from a person or entity referred to in paragraph 1.1m of this Schedule;
- o to determine all questions and matters of doubt that may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement, or winding up of the Trust Fund or the Rūnanga, or to apply for directions under the Trusts Act 2019, or any other relevant legislation.
- p to commence and carry on or defend, and to abandon or compromise any legal proceedings whatsoever by or against the Rūnanga or its officers and otherwise concerning the affairs of the Rūnanga;
- q generally to do all such other lawful acts and things that are incidental or conducive to fulfilling the functions and objects of the Rūnanga; and
- r to pay from the Trust Fund all reasonable costs or expenses incurred in the course of the Board Members discharging, carrying out, or exercising any of their duties or powers.

Schedule 2 Registration of Members

1 Whānau Register

1.1 Contents of Register

The Whānau Register shall record:

- a the full name, date of birth and contact details of each applicant who applies for registration and the date when such member became an Adult Registered Member;
- b the primary Marae that each applicant affiliates to; and
- c the allocated registration number of each Adult Registered Member.

1.2 Availability for inspection

The Whānau Register will be available for inspection by an Adult Registered Member to view their own registration details in a manner consistent with the Privacy Act 1993.

1.3 Identifying membership

The Board Members shall make ongoing efforts to register all Iwi Members (that are eligible to be registered) on the Whānau Register and ensure that the Whānau Register is maintained and kept in a current state.

2 Applications for registration

2.1 Eligibility

An application for registration as an Adult Registered Members may be made by an Iwi Member who is 18 years of age, or older.

2.2 Form of application

An application for registration as an Adult Registered Member must be made in writing to the Board in the application form approved from time to time by the Board. The application must contain:

- a the full name, date of birth and contact details of the applicant;
- b the applicant's selected Marae in accordance with paragraph 2.3 below (Primary Marae) of this Schedule;
- c such evidence as the Board Members may from time to time require as to that applicant's status as an Iwi Member, including details of the whakapapa (genealogical) connection of the applicant to Ngapuhi/Ngati Kahu ki Whangaroa; and
- d such further information as the Board Members may specify on the application form.

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

2.3 Primary Marae

Each applicant must select their primary Marae on the application form for the purposes of electing Board Members in accordance with paragraph 2 (Elections) of Schedule 3 (Elections of Board Members).

Where an applicant affiliates to more than one Marae, that applicant may select only one Marae as his or her primary Marae.

3 Decisions as to membership

3.1 Establishment of Membership Committee

The Board Members may establish a Membership Committee to make decisions on applications made in accordance with paragraph 2 of this Schedule.

3.2 Composition of Membership Committee

If established, the Membership Committee shall be appointed by the Board Members and shall comprise no more than six Adult Registered Members. The Membership Committee may include Board Members.

In appointing persons to the Membership Committee, the Board Members shall ensure the persons have the expertise and knowledge Ngapuhi/Ngati Kahu ki Whangaroawhakapapa necessary to make determinations regarding membership applications.

During the Election Period, an Adult Registered Member that has consented in accordance with paragraph 5.6 (Consent of nominee) of Schedule 3 (Elections of Board Members) to be a candidate for election as a Board member may not be appointed to the Membership Committee.

3.3 Consideration of applications

Each application completed in accordance with paragraph 2 of this Schedule shall be forwarded by the Board Members to the Membership Committee.

3.4 Decisions to be made on applications

Upon receipt of an application for registration made in accordance with paragraph 2 (Applications for Registration) of this Schedule, the Membership Committee shall forward the application to the relevant Marae Committee for determination as to whether the applicant affiliates to the relevant Marae.

Upon receiving notice of the determination of the relevant Marae, the Membership Committee may, before making a decision and in consultation with the Relevant Marae Committee, require an applicant to provide further evidence verifying that he or she is:

- a an Iwi Member; or

- b affiliated to the relevant Marae selected on their application form; and
- c such other information as the Membership Committee may reasonably request,

The Membership Committee must consider the application and within a reasonable period of time given the circumstances make a decision as to whether or not the applicant should be registered as an Adult Registered Member.

3.5 Successful applications to be notified and registered

In the event that the Membership Committee decides that the application should be accepted then such decision shall be notified in writing to the Board Members within 15 Working Days of receipt of the application. The Board Members shall in turn notify the applicant and enter the applicant's name and other relevant details in the Whānau Register.

3.6 Notification of unsuccessful applicants

In the event that the Membership Committee decides to decline the application then such decision shall be conveyed in writing to the Board Members together with the reason for the decision. The Board Members shall then notify the applicant in writing of the decision together with the reasons given for the decision.

3.7 Dispute resolution

Where an application for registration is declined, the person concerned may dispute that decision in accordance with the process set out in clause 17.1 (Dispute resolution process). If the person concerned disputes the outcome of that process, that person may exercise their rights under section 180(1)(m) of the Māori Fisheries Act.

3.8 Applicants may re-apply

Any decision to decline an application for registration under paragraph 3.6 (Notification of unsuccessful applicants) does not prevent an applicant submitting a new application for registration provided that such application may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial application) as to the applicant's status as an Iwi Member.

4 Changes to Whānau Register

4.1 Changes to an Adult Registered Member's information

An Adult Registered Member must notify the Board in writing of a requested change to the Whānau Register regarding their personal details or information.

The Board shall ensure such changes are made.

4.2 Changes to an Adult's Registered Member's Marae

An Adult Registered Member may, in accordance with the process set out in paragraph 2.2 (Form of Application) of this Schedule, reapply to the Board to change his or her Marae except no such person may make such an application during or within three months of an Election Period.

4.3 **Removal of registration**

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

Schedule 3 Marae Representation

1 Addition of Marae

1.1 Addition of New Marae

Any New Marae within Te Rohe of Whangaroa may, by providing written notice seeking approval of the Board Members, be added as a Marae of the Rūnanga. The written notice must demonstrate support from Iwi Members.

The Board must seek approval, by way of a Special Resolution, from Adult Registered Members at the next Annual General Meeting. If approval is provided by Adult Registered Members, the Board Members must accept the New Marae.

2 Resignation of Marae

2.1 Resignation of Marae

Any Marae may resign its representation on the Rūnanga in accordance with the process set out in paragraph 2.2 of this Schedule.

2.2 Written notice

The Marae Committee of any Marae that wishes to resign from the Rūnanga may, after obtaining the approval of at least 75% of Adult Registered Members who are registered and affiliate to that Marae, provide written notice of the intention of the Marae to resign.

The notice shall be dated and addressed to the Chairperson or Secretary of the Board.

2.3 Receipt of notice

Upon receipt of notice:

- a resignation of the marae shall take immediate effect; and
- b the office of the relevant Board member shall terminate immediately; and
- c all rights of the Marae under this Deed shall cease immediately.

2.4 Rights of Members

For the avoidance of doubt, the resignation of a Marae in accordance with paragraph 2.1 of this Schedule shall not affect any rights of members set out in this Deed provided that those members register their affiliation to another Marae in accordance with the application process set out in paragraph 2.2 (Form of Application) of this Schedule.

Schedule 4 Elections of Board Members

1 Eligibility for appointment

1.1 Board member eligibility

To be elected, a nominee for appointment must:

- a as at the closing date for nominations be an Adult Registered Member;
- b meet the eligibility criteria set out in the relevant ideal person specification devised in accordance with 2.5 of this Schedule; and
- c before the closing date of nominations, indicate on the nomination form that he or she consents to undergoing a Police vet in order to satisfy the relevant matters set out in paragraph 1.1d below; and
- d before the closing date of nominations, indicate on the nomination form that, if elected, he or she agrees at all times to:
 - i be bound by the terms of this Trust Deed;
 - ii comply with any decisions and policies of the Board;
 - iii commit to and pursue the fulfilment of the objectives of the Rūnanga;
 - iv be bound by the Code of Conduct; and
 - v not act adversely to the interests of the Board or the Rūnanga.
- e not:
 - i be bankrupt, or have within five years been adjudged bankrupt;
 - ii have ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, conspiring to defeat justice under section 116 of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
 - iii have been within the last 7 years convicted of an offence under the Crimes Act 1961 carrying a minimum sentence of five years or more;
 - iv have been convicted of an offence under the Domestic Violence Act 1995 or the Vulnerable Children Act 2014 (including the list of specified offences listed in Schedule 2 of the Vulnerable Children Act 2014);
 - v be or have been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
 - vi be or ever have been removed as a Board member of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a Board member satisfactorily;

- vii be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Board member;
- viii be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;
- ix have been convicted in the last 10 years of an offence punishable by more than three years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); and
- x have been removed as a Board member under paragraph 7 (Removal of Board member) of this Schedule within the past three years.

2 Elections

2.1 Elections

The Marae Committee of each Marae, from the date of this Deed, must ensure that an Election of Board Members and Alternate Board Members for each Marae takes place once every three years, provided that an Election shall not take place for any Marae any later than seven days before the relevant Annual General Meeting of the Rūnanga.

2.2 Board Members

The persons elected to office at each Election shall become Board Members and Alternate Board Members upon the retirement of the existing Board Members in their Marae in accordance with paragraph 4.1 (Term of Office).

3 Alternate Board member

3.1 Role

The role of the Alternate Board member shall be:

- a where there is a Board member vacancy relevant to the Marae which a Board member represents, to replace the Board member in all matters under this Deed and be recorded as the Board member for that Marae for the balance of that Board member's term; and
- b to attend Board meetings and cast votes on behalf of the Board member where the Board member is:
 - i unable, for any reason whatsoever, to attend a Board meeting;
 - ii suspended in accordance with 8.1 (Suspension of Board member) of Schedule 4 (Elections of Board Members).

For the avoidance of doubt, attendance by an Alternate Board member at a Board meeting in any of the circumstances described in this paragraph 3.1 shall count towards constituting quorum.

3.2 **Receipt of information**

The Alternate Board member shall receive notice of all Rūnanga meetings and minutes of meetings, and shall be able to attend any Rūnanga meeting however will not have speaking rights if the primary Board Member is present.

3.3 **Authority of Alternative**

Except where expressly authorised in this Deed, an Alternate Board member shall not exercise any authority as a Board member on behalf of the Rūnanga or as representative of any Marae.

4 **Term of office**

4.1 **Term of office**

The Board Members from time to time shall hold office for a term of three years from the date of their election.

To avoid doubt, the date of election is the day on which the result of a voting process is certified by the Chief Returning Officer in accordance with paragraph 8.3 (Certifying and notifying result) of Schedule 6 (Postal Voting).

4.2 **Eligibility of retiring Board Members**

Board Members retiring from office shall be eligible for re-election.

4.3 **Casual vacancies**

Should:

- a there be no person elected to replace a Board member following the expiry of a Board member's term of office; or
- b any casual vacancy arises prior to the expiry of any Board member's term of office, and there is no Alternative Board member, that can act in the role of Board Member

then the Board may hold a further Election in accordance with this Schedule.

For the avoidance of doubt, the Alternative Board member (if there is one) becomes the Board Member if any casual vacancy arises prior to the expiry of any Board member's term of office.

For the avoidance of doubt, a further Election for a casual vacancy, can occur at any time.

4.4 **Term of casual appointments**

In the case of an election held pursuant to paragraph 4.3 (Casual vacancies) of this Schedule, the Board member thereby elected shall, as the case may be, hold office:

- a in the case of a Board member elected pursuant to paragraph 4.3a (Casual vacancies) of this Schedule, for the same term as that Board member would

have been elected had he or she been elected immediately following the retirement of the previous Board member, under paragraph 4.1 (Term of office) of this Schedule; or

- b in the case of a Board member elected pursuant to paragraph 4.3b (Casual vacancies) of this Schedule, for the balance of the term of office of the Board member that he or she has replaced.

5 Making of nominations for election of Board Members

5.1 Ideal person specification

In addition to the eligibility criteria in paragraph 1.1 (Board Member eligibility) of Schedule 4 (Election of Board Members), the Board Members will, at least 21 days before the notice for nomination is issued in accordance with clause 5.2 devise a template ideal person specification for nominees for the position of Board Member and Alternate Board Member and provide to the relevant Marae Committee for consideration;

The Marae Committee may decide to amend the ideal person specification, provided those amendments are not inconsistent with this Deed, or the Māori Fisheries Act and are communicated to Board Members before the notice for nomination is issued in accordance with clause 5.2.

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

5.2 Calling for nominations

The Board, or the Chief Returning Officer acting on its behalf, shall give notice calling for nominations for Board member positions for each Marae at least 40 Working Days prior to the date of the vote for the election of Board Members of the Marae. Such notice shall specify:

- a the method of making nominations; and
- b the latest date by which nominations must be made and lodged with the Rūnanga or such other person as the notice directs; and
- c the eligibility requirements for nominations set out in paragraph 1.1 (Board member eligibility) and a copy of the ideal person specification adopted in accordance with this Schedule;
- d the date, time and place where the Election will be held.

5.3 Timing for nominations

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

5.4 Form of notice

All notices given under this paragraph shall be:

- a in writing and sent to any Adult Registered Member who has made a written request for a notice. If notice sent to an electronic address fails, and the Board is aware of the failure, then the notice must subsequently be sent to the last known physical address. For the avoidance of doubt, each Adult Registered Member shall be responsible for ensuring his or her contact details are correct;
- b if required by law, advertised in relevant metropolitan and provincial newspapers circulating in New Zealand where the Board consider that a significant number of Adult Registered Members reside; and
- c by such other means as the Board Members may determine, including, by way of example, electronic or digital means.

5.5 Nominations to be in writing

The nomination of a candidate for election as a Board member shall be in writing on the form approved by the Board from time to time and signed by not less than five Adult Registered Members from the Marae for which the candidate is nominated.

5.6 Candidate may only be nominated for their primary Marae

A candidate may only be nominated for election as a Board member for their primary Marae to which he or she is registered on the Whānau Register.

A candidate shall not be eligible to be a nominee where a candidate has within three years been a nominee for a Marae other than the Marae indicated on the nomination form.

5.7 Consent of nominee

The consent of each candidate to his or her nomination, and their agreement or consent to:

- a undergo a Police vet in accordance with paragraph 1.1b (Board member eligibility) of this Schedule; and
- b if elected, the matters set out in paragraph 1.1c (Board member eligibility) of this Schedule

shall be endorsed on the nomination form, provided that a candidate may at any time, by notice to the Board, withdraw his or her nomination.

5.8 Statement of skills and experience

Each candidate shall provide, no later than 15 Working Days following the date upon which the notice calling for nominations is first given, a brief summary of the skills and experience the candidate believes are relevant to support their election as a Board member. The Rūnanga shall make such information available to Adult Registered Members during the course of the election process.

5.9 Nominations of existing Board Members

For the avoidance of doubt, all Board Members seeking re-election must be nominated in accordance with paragraph 4 (Making of nominations for election of Board Members) of this Schedule.

5.10 No election in certain circumstances

In the event that there is only one nominee for the Board Member position, then that person is deemed to have been elected. In the event that there are two nominees, as the nominees agree to one person holding the Board Member position, and one person holding the Alternate Board member position, then they are deemed to hold those positions.

6 Holding of elections

6.1 Mode of voting at elections

Voting at all Elections shall be by way of vote by attendance at an election meeting of the Marae.

In the event that an Adult Registered Member makes a written request to the Board made no later than 15 Working Days following the date upon which the notice calling for nominations is first given, the Rūnanga must, in respect of that Adult Registered Member, conduct a postal ballot in accordance with Schedule 6 (Postal Voting).

6.2 Marae

Each Adult Registered Member may vote for up to one candidate nominated as a Board Member from their Primary Marae.

There will be one Board member and one Alternate Board member elected from each Marae unless there is only one nominee.

6.3 Candidates with most votes elected

The successful candidate for each Marae shall be the candidate who receives the most validly cast votes from the Adult Registered Members of the Marae.

The candidate who receives the second highest number of votes shall be the Alternate Board member.

7 Review of election results

7.1 Candidates may seek review

Any candidate may, within 14 days after the Chief Returning Officer has certified the results of a voting process for the election of Board Members in accordance with paragraph 8.3 (Certifying and notifying result) of Schedule 6 (Postal Voting), seek a review of that election.

7.2 Dispute resolution process

Where a candidate has sought a review of an election, the request shall be considered a dispute for the purposes of clause 18 (Dispute resolution process). Notwithstanding clauses 18.1 (Disputes) and 18.2 (Notice of dispute), the request shall be referred to a Disputes Committee in the first instance for resolution in accordance with the process prescribed in clause 17.1 (Dispute resolution process).

7.3 Result of review

Upon receipt of the Dispute Committee's findings and decision in accordance with clause 18.8 (Notification of outcome), the Board Members shall give notice of the result of the review and advise the candidates of the outcome.

8 Removal of Board member

8.1 Suspension of Board member

A Board member may be suspended from office, and no longer be eligible to attend Board meetings or continue to exercise any powers under this Deed as a Board member, should 75% of the remaining Board Members pass a resolution that they are concerned, on reasonable grounds, that the actions of the Board member have breached the Code of Conduct and in doing so have resulted in a material detriment to the Rūnanga. Any such resolution, together with the reasons for the Board Members' concerns, must be set out in writing and signed by the Board Members passing the resolution.

8.2 Review of suspension

Following the suspension of a Board member in accordance with paragraph 8.1 (Suspension of Board member) of this Schedule, the remaining Board Members shall, pursuant to clause 16.2 (Board Members may obtain opinion), promptly seek independent legal advice regarding the decision to suspend the Board member. In doing so, both the suspended Board member and the remaining Board Members shall have the right to make a written submission setting out their views.

8.3 Removal of Board member

Should the review carried out in accordance with paragraph 8.2 (Review of suspension) of the decision to suspend a Board member conclude that:

- a the actions of the suspended Board member have breached the Code of Conduct, and in doing so have resulted in a material detriment to the Rūnanga, then the suspended Board member shall be removed from office; or
- b the actions of the suspended Board member have not breached the Code of Conduct in a manner which has resulted in a material detriment to the Rūnanga, then the suspension shall cease and the Board member shall be entitled to exercise their powers under this Deed as a Board member from the date that decision is notified to the Board Members.

8.4 Lifting of suspension

At any point during the suspension of a Board member, the remaining Board Members may resolve, by a 75% majority, to remove the suspension and re-instate a suspended Board member. Should a suspended Board member be re-instated under this paragraph, or as a result of paragraph 8.3b of this Schedule, there shall be no right of recourse or challenge in relation to the decision to suspend the Board member and any decisions taking by the remaining Board Members during the period of the suspension shall not be invalidated as a result.

9 Termination of office of Board Members

Notwithstanding the foregoing clauses of this Schedule, a Board Member shall cease to hold office if he or she:

- a at any time ceases to fulfil the requirements set out in paragraph 1 (Board member eligibility) of this Schedule;
- b retires from office by giving written notice to the Rūnanga;
- c completes his or her term of office and is not re-elected;
- d refuses to act;
- e is absent from three consecutive ordinary meetings of the Board (unless the Board Member has the prior permission of the Board);
- f is removed from office in accordance with paragraph 8.3 (Removal of Board member) of this Schedule; or
- g dies.

10 Record of changes of Board Members

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

Schedule 5 Proceedings of the Board

1 Board to regulate meetings

- 1.1 The Board shall meet together for the dispatch of business and may adjourn and otherwise regulate their meetings as they think fit.

2 Code of Conduct

- 2.1 The initial Code of Conduct is that contained in Schedule 9 (Code of Conduct).
- 2.2 The Board Members may from time to time modify the Code of Conduct by way of ordinary resolution at a Board meeting.

3 Notice of meeting

3.1 Notice to Board Members

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

3.2 Content of notice

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

3.3 Waiver of notice

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

3.4 Meeting limited to notified business

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

4 Quorum

4.1 Quorum

A quorum at meetings of the Board Members will be more than fifty percent of the total number of Board Members. For the avoidance of doubt, this does not include Alternate Board Members, unless they are acting as a Board Member in accordance with clause 3.1 of Schedule 4.

4.2 Failure to meeting quorum

In the event that quorum is not met at a Board meeting, the remaining Board Members may proceed with the Board meeting except that any resolutions shall not be binding until ratified at a subsequent, validly constituted Board meeting.

5 Chairperson and Deputy Chairperson

5.1 Board Members to elect

At the first meeting of the Board and at each subsequent first meeting following a Board Members election (excluding any election required to fill a casual vacancy), the Board Members shall elect one of their number to be Chairperson, and (at their discretion) one of their number to be Deputy Chairperson.

5.2 Termination of office

The Chairperson and Deputy Chairperson will each cease to hold office in the event that he or she:

- a resigns from that office; or
- b ceases to be a Board member; or
- c is removed from that office by 75% of the Board passing a resolution of no confidence in him or her as the Chairperson or Deputy Chairperson.

In the event that the Chairperson or Deputy Chairperson ceases to hold that office then a further election shall be held for such position.

For the avoidance of doubt, if the Chairperson or Deputy Chairperson is removed from that office under paragraph 5.2c of this Schedule, this does not affect their office as a Board member.

6 Proceedings at meetings

6.1 Decisions by majority vote

Unless stated otherwise in this Deed, any question arising at any meeting of the Board shall, in the first instance, be attempted to be resolved by consensus. Should consensus not be possible questions will be decided by a majority of votes of Board Members at the meeting. The Chairperson shall not have a deciding vote.

6.2 Chairperson

The Chairperson shall take the chair at all meetings of the Board Members. If the Chairperson is not present then the Deputy Chairperson shall take the chair. If the Deputy Chairperson is also not present then the Board Members present shall elect one of their number to be Chairperson of the meeting.

6.3 Vacancies

The Board Members may act notwithstanding any vacancy in their body, but if and so long as their number is not reduced below six Board Members, the continuing Board Members may act only for the purpose of advising of the vacancy or vacancies and taking the steps necessary to procure the election of new Board Members to fill the vacancy or vacancies, and for no other purpose.

6.4 Contractual obligations to remain binding

Notwithstanding paragraph 6.3 (Vacancies) of this Schedule, the Board shall continue to be bound by and required to fulfil any pre-existing contractual and legal obligations.

6.5 Defects in appointment

All acts done by any meeting of the Board Members or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Board member 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.

7 Delegation by Board Members

7.1 Board may delegate

The Board may from time to time as they think expedient for carrying out any of the objects of the Rūnanga delegate any one or more of their powers under this Deed to a sub-committee, Board member, employee or other person.

Any sub-committee established to exercise powers under this Deed, other than the Membership Committee, must include at least one Board member.

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

7.2 Board to remain responsible

Notwithstanding the delegation by the Board of any of their powers under paragraph 7.1 (Board may delegate) of this Schedule, the Board shall remain responsible for the exercise of that power by the delegate as if the Board had exercised the power themselves, unless the Board:

- a believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Deed and the duties owed by the Board Members in the exercise of their office under this Deed; and
- b have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.

7.3 Regulation of procedure by sub-committees

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

- a with the prior approval of the Board, co-opt any person to be a member of that sub-committee; and
- b otherwise regulate its meetings as it sees fit.

8 Written resolutions in lieu of meeting

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

9 Minutes

9.1 Minutes to be kept

The Board shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Board.

9.2 Minutes to be evidence of proceedings

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

9.3 Minutes to be evidence of proper conduct

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

10 Holding of meetings via electronic conferencing

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

- a all of the Board Members or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of an electronic conference meeting and to be linked for the purposes of such a meeting;
- b throughout the electronic conference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;

- c a participant in the electronic conference meeting may not leave the meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the electronic conference meeting unless he or she leaves the meeting with the Chairperson's express consent;
- d a minute of the proceedings at the electronic conference meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the Chairperson of that meeting; and
- e all the provisions in this Deed relating to meetings shall apply to any such electronic conference meeting.

11 Form of contracts

11.1 Contracts by deed

Any contract which, if made between private persons, must be by deed and shall, if made by the Rūnanga, be in writing signed under the name of the Rūnanga by any three Board Members, provided one is the Chairperson or Deputy Chairperson.

11.2 Other contracts

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

11.3 Contracts pursuant to resolution

Notwithstanding anything to the contrary in this paragraph 11 (Form of Contracts) of this Schedule, no contract made by or on behalf of the Rūnanga shall be invalid by reason only that it is not made in the manner provided by this clause if it was made pursuant to a resolution of the Board.

Schedule 6 Postal Voting

1 Voting

1.1 Voting process required

A voting process conducted in accordance with this Schedule is required where an Adult Registered Member has made a written request to the Board for private notice and postal ballot papers in relation to:

- a the election of Board Members for a Marae in accordance with Schedule 3 (Elections of Board Members);
- b the approval of amendments to this Deed in accordance with clause 19 (Amendments to the Deed) of this Deed; and
- c the winding up of the Rūnanga in accordance with clause 23 (Winding up of the Rūnanga) of this Deed; and
- d any other matter as determined by the Board from time to time.

1.2 Method of voting

A voting process conducted in accordance with this Schedule must be conducted by postal vote to a physical, electronic and digital address, as determined by the Board from time to time.

1.3 Eligibility to vote

Those eligible to vote in accordance with this Schedule are:

- a those Adult Registered Members identified on Whānau Register on the closing date for voting who have requested private notice and postal ballot papers; and
- b subject to paragraph 8.2 (Provisional votes) of this Schedule, any other Iwi Member who has on or before the closing date for voting, provided to the Chief Returning Officer an application for registration as an Adult Registered Member that complies with paragraph 2 (Applications for registration) of Schedule 3 of this Deed.

1.4 Members limited to one vote

Each Adult Registered Member of will only be eligible to cast one vote per resolution in any given voting process. For the avoidance of doubt, in an Election held in accordance with Schedule 3 (Elections of Board Members), each Adult Registered Member of may vote for two candidates from their primary Marae.

1.5 Other details to accompany vote

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

1.6 **Timing of postal votes**

Votes must be cast no later than the closing date for voting. Postal votes sent to a physical address and otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than three Working Days after the closing date, but only if the envelope containing the voting form is date stamped by the Post Office on or before the date that voting closes.

2 **Special General Meeting not required**

A Special General Meeting may be called for the purposes of considering the matters subject to a voting process, or for announcing the outcome of a vote, but is not a requirement under this Schedule.

For the avoidance of doubt, Adult Registered Members may in accordance with clause 6.2 (Notice of Special General Meetings) make written request to convene a Special General Meeting to consider the matters subject to a voting process.

3 **Notice**

Any vote taken under this Schedule must be publicly notified not less than 20 Working Days before the date of the vote.

4 **Method of giving notice**

Notice of a vote shall be:

- a in writing and sent to Adult Registered Members at the last physical, or electronic address shown for each such Adult Registered Member on the Whānau Register. If notice sent to an electronic or digital address fails, and the Board is aware of the failure, then the notice must subsequently be sent to the last known physical address. For the avoidance of doubt, each Adult Registered Member shall be responsible for ensuring his or her contact details are correct;
- b if required by law, advertised in any relevant metropolitan and provincial newspapers circulating in New Zealand where the Board considers that a significant number of Adult Registered Members reside;
- c by such other means as the Board may determine, including, by way of example, by electronic means or by the Rūnanga's website and or social media platforms if it has one.

5 **Contents of notice to members**

All notices given in accordance with paragraph 4a (Method of giving notice) of this Schedule shall contain:

- a the date, time and place of any General Meeting, if required, called for the purposes of considering the matters subject to the voting process;

- b details of the matters subject to the voting process;
- c the date voting closes;
- d details of how and where any further information may be obtained;
- e details of the procedure to be followed in casting a vote; and
- f a voting form.

6 Contents of advertisement

All advertisements published in accordance with paragraphs 4b and 4c (Method of giving notice) shall contain at least the matters referred to in paragraphs 5a to 5d (Contents of notice to members) of this Schedule. Such advertisements may also contain other details as determined by the Board from time to time.

7 Appointment of Chief Returning Officer

7.1 Appointment of Chief Returning Officer

The Board shall appoint a Chief Returning Officer who shall not be a Board member. The Chief Returning Officer shall be responsible for co-ordinating the voting process and may appoint such other persons as he or she considers necessary to assist with that task provided.

7.2 Chief Returning Officer to receive voting forms

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

7.3 Only one vote to be cast

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member per resolution.

7.4 Recording of votes

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

8 Counting of votes

8.1 All votes to be counted

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

8.2 Provisional votes

Where any vote is cast in accordance with paragraph 1.3b (Eligibility to vote) of this Schedule, such vote is provisional until such time as the application for registration as an Adult Registered Member is accepted by the Membership Committee.

Where the application for registration is declined by the Membership Committee, the provisional vote will be invalidated.

8.3 Certifying and notifying result

Once all votes have been counted:

- a if the validity or otherwise of the provisional votes may affect the outcome of the voting process, the Chief Returning Officer must not certify the result until the validity of the provisional votes has been confirmed pursuant to paragraph 8.2 (Provisional votes) 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, the Chief Returning Officer may certify the result notwithstanding that the validity of the provisional votes has not been confirmed pursuant to paragraph 8.2 (Provisional votes) of this Schedule and the provisional votes have not been counted.

9 Retention of voting records

9.1 Compiling and sealing voting records

The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the voting process, place all voting forms and other voting records in a sealed packet. The Chief Returning Officer shall endorse upon the sealed packet a description of the contents of that packet and the final date for voting. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Rūnanga.

9.2 Retention and disposal of packets

The sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Rūnanga for a period of one year from the closing date for voting to which the packet relates. At the expiry of that one year period the packets shall be destroyed unopened.

Schedule 7 Establishment of Trust Entities

1 Requirements for constitutional documents

- 1.1 In establishing a Trust Entity, the Board Members shall ensure that the constitutional documents of a Trust Entity provides that:
- a the Trust Entity shall be governed by its respective board and the role of the Board Members in respect of each Trust Entity shall be limited to the exercise of the rights conferred on the Rūnanga as shareholder or (as applicable) appointer;
 - b the Board shall have and retain the power to appoint and remove the directors, trustees or Board Members (as the case may be) of any Trust Entity;
 - c the Board shall determine the remuneration payable to any directors, trustees or Board Members of any Trust Entity;
 - d a major transaction clause which would require shareholder or (as applicable) appointer approval of:
 - i the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Trust Entity, the value of which is more than half of the value of the Trust Entity's assets before the acquisition;
 - ii the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Trust Entity, the value of which is more than half of the value of the Trust Entity's assets before the disposition;
 - iii a transaction that has or is likely to have the effect of the Trust Entity acquiring rights or interests or incurring obligations or liabilities the value of which is more than half of the value of the Trust Entity's assets before the transaction;
 - iv the disposition of, or an agreement to dispose of, whether contingent or not, any Property of Special Significance by the Trust Entity, or the removal of the status of Property of Special Significance from any Property of the Trust Entity; or
 - v in respect of the approval of a transaction by a subsidiary Trust Entity, where approval of that transaction is required by the constitutional documents of that Trust Entity and the value that transaction is more than half of the value of the parent Trust Entity's assets before the transaction;
 - vi the sale of Income Shares in accordance with section 70 of the Māori Fisheries Act;
 - vii a request that quota be treated as Settlement Quota in accordance with section 159 of the Māori Fisheries Act;

viii the sale or rationalisation of Settlement Quota in accordance with section 162 (Prerequisites to sale of settlement quota) or 172 (Rationalisation of small parcels of settlement quota) of the Māori Fisheries Act;

but would not apply to:

- ix any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all, or substantially all, of the Trust Entity assets;
 - x any disposition of Property or Property of Special Significance by the Trust Entity, to any other Trust Entity;
- e the Trust Entity has the ability to recognise and protect Property of Special Significance which may be held by the Trust Entity, consistent with this Deed,
- f any directors, trustees or Board Members appointed by or at the direction of the Rūnanga to any Trust Entity do not act in a manner which brings or is likely to bring the Iwi, the Rūnanga or any Trust Entity into disrepute.
- g the Trust Entity:
- i maintains a statement of intent setting out its long term objectives and the general principles by which it proposes to operate, which shall be updated as required by the Board to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
 - ii prepares and maintains a five-year strategic plan which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the statement of intent referred to in sub-paragraph 1.2 of this clause;
 - iii prepares an annual plan setting out the steps to be taken in the relevant Financial Year to meet its five-year strategic planning objectives and fulfil the objectives and principles set out in the statement of intent;
 - iv within two calendar months after the completion of the first, second and third quarter of each Financial Year sends to the Board a report on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Board may require from time to time); and
 - v provides reports to the Board each Financial Year in such form and with such detail as required by the Board. Reports shall include a comparison of the performance of the Rūnanga Entity against both the annual plan of the Rūnanga and that Trust Entity for that Financial Year and any medium and longer term planning objectives (as set out in the five year strategic plans and statement of intent); and
- h all statements of intent, five-year strategic plans and annual plans must be examined and approved by the Board. For the avoidance of doubt, this includes any Asset-Holding Companies or a Fishing Enterprise, or a subsidiary

of them as the case may be. However, this shall not extend the Board to give directions beyond approving or not approving any plan or statement of intent or otherwise exercising their powers as shareholder or appointer, with the intention that directors, trustees or Board Members shall otherwise retain full discretion in respect of the implementation of the plans and statements of intent.

- 1.2 Where the Trust Entity is an Asset-Holding Company or a Fishing Enterprise, or a subsidiary of them as the case may be, the constitutional documents of that Trust Entity must also require that:
- a in addition to the matters referred to in sub-paragraph 1.1gv of this Schedule, the annual report includes:
 - i the investment of money of that entity;
 - ii the annual plan of that entity, including the key strategies for the use and development of the Fisheries Settlement Assets of the Iwi and the expected financial return on those assets, and as relevant, any programme to:
 - A manage the sale of annual catch entitlements (as defined in the Māori Fisheries Act) derived from the Settlement Quota held by that entity; and
 - B reorganise the Settlement Quota held by that entity by buying or selling Settlement Quota in accordance with the Māori Fisheries Act.
 - iii any proposal to change the constitutional documents of that entity.
 - b Board Members must not comprise more than 40% of the total number of directors, trustees, or office holders of the Asset-Holding Company or a Fishing Enterprise, or a subsidiary of them as the case may be.

2 Other considerations

- 2.1 In establishing a Trust Entity, the Board may also consider whether the constitutional documents of a Trust Entity should provide for:
- a a requirement as to the proportion or number of directors, trustees or Board Members who may also be Board Members; and
 - b a conflict of interest clause consistent with that included in this Deed.

Schedule 8 Requirements for Plans and Reports

1 Requirements for Annual Plan

An Annual Plan prepared in accordance with clause 9.2 shall contain, in respect of that Financial Year, the following information:

- a the objectives of the annual plan;
- b the strategic vision of the Rūnanga for the Iwi;
- c the nature and scope of the activities proposed by the Rūnanga for the Iwi in the performance of the objects of the Rūnanga;
- d the ratio of capital to total assets;
- e the performance targets and measurements by which performance of the Iwi may be judged, including an annual budget;
- f the manner in which it is proposed that projected income will be dealt with;
- g any proposals for the activities of the Iwi;
- h any proposals for the ongoing management of the Trust Fund;
- i the policy of the Rūnanga in respect of the sales and exchanges of Settlement Quota, including any changes in that policy from the policy for the previous year; and
- j any proposal to change the constitutional documents of any Fishing Enterprise.

In developing an annual plan, the Board will ensure that the Chief Executive shall have regard to the vision and policies set out in the current five-year strategic plan prepared in accordance with clause 9.1 (Board to prepare five year strategic plan).

2 Requirements for Annual Report

An Annual Report prepared in accordance with clause 10.1 shall be made available not less than 20 Working Days before an Annual General Meeting and shall contain, in respect of that Financial Year, the following information:

- a a comparison of the Iwi performance against the annual plan;
- b a balance sheet and income and expenditure statements and notes so as to give a true and fair view of the financial affairs of the Rūnanga and the Iwi for that Financial Year. The financial statements shall include as a separate item:
 - i details of any remuneration or fees paid to any Board member or any Board member's firm and details of any premiums paid in respect of Board Members' indemnity insurance;
 - ii changes in the value of the Trust Fund;

- iii profit distribution;
- c the steps taken by the Rūnanga to increase the number of registered Members;
- d details the sales and exchanges of Settlement Quota in the previous Financial Year, including:
 - i. the quantity of Settlement Quota held by the Asset-Holding Company of the Rūnanga at the beginning of that year;
 - ii. the value of Settlement Quota sold or exchanged;
 - iii. the identity of the purchaser or other party to the exchange;
 - iv. any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the Settlement Quota;
 - v. the Settlement Quota interests that have been registered against the Quota Shares of the Rūnanga; and
 - vi. the value of Income Shares sold, exchanged, or acquired.
- e the interactions of the Rūnanga in fisheries matters, including:
 - i with other entities within Te Rohe of Whangaroa; and
 - ii with other Mandated Iwi Organisations; and
 - iii with Te Ohu Kai Moana Trustee Limited;
- f any changes made to the constitutional documents of the Rūnanga or Trust Entities:

Schedule 9 Code of Conduct

Iwi Members have a right to expect the business of the Rūnanga to be conducted with efficiency, fairness, impartiality and integrity. It requires standards of professional behaviour from Board Members that promote and maintain iwi confidence and trust in the work of the Rūnanga.

Although no one set of rules can answer all ethical questions, a code of conduct provides Board Members with an ethical framework for their future decisions, actions and behaviour. In this regard, it explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour expected of representative of the Rūnanga.

Iwi Members are entitled to expect our business to be conducted with efficiency, economy, fairness, impartiality and integrity. To meet this expectation, all Board Members need to follow the following principles when carrying out their role.

1 General principles

1.1. Respect for people

- a Board Members are to treat members of the public and their colleagues fairly and consistently, in a non-discriminatory manner with proper regard for their rights and obligations. In this regard, they should perform their roles in a professional and responsible manner
- b They must also ensure that their decisions and actions are reasonable, fair and appropriate to the circumstances, based on a consideration of all the relevant facts, and supported by adequate documentation.

1.2. Integrity and iwi interest

- a Board Members are to promote confidence in the integrity of the Rūnanga and always act in the interests of the Rūnanga and not in their private interest. Board Members must protect the reputation of the Trust. They must not engage in activities in or outside of their role in the Rūnanga which bring the Rūnanga into disrepute.

1.3. Responsive service

- a Board Members are to provide a relevant and responsive service to Iwi Members, providing all necessary and appropriate direction to the Rūnanga to fulfil its strategic objectives.
- b They must provide information promptly and in an appropriate format that is easy for the recipient to understand, and make sure that the information is clear, accurate, current and complete.

1.4. Economy and efficiency

- a Board Members must keep up to date with advances and changes in their area of knowledge or expertise and look for ways to improve performance

and achieve high standards of service by both the Board and the Rūnanga. They must use their authority and available resources and information only for the purpose intended.

2 Guide to ethical decision making

- 2.1 To assist in fostering a climate of ethical awareness, conduct and decision-making in the Board, Board Members must consider, either by themselves or in consultation with others such as their peers or the Chairperson, the following five points:
- a Is the decision or conduct lawful and consistent with this Deed?
 - b Is the decision or conduct consistent with the Trust's strategic objectives and code of conduct?
 - c What will be the outcomes be for the Board Members, colleagues, the Rūnanga and other parties?
 - d Do these outcomes raise a conflict of interest or lead to private gain?
 - e Can the decision or conduct be justified in terms of the iwi interest and would it withstand Marae, or Iwi scrutiny?

3 Conflicts of interest

- 3.1 Conflicts of interest exist when it is likely that a Board member could be influenced, or could be perceived to be influenced, by a personal interest in carrying out their duty. Conflicts of interest that lead to biased decision making may constitute "something which may jeopardise the credibility of the rest of the Board Members" and therefore be grounds for the termination of the individual Board member in accordance with the termination policy of this Deed.
- 3.2 Some related interests that may give rise to a conflict of interest include but are not limited to:
- a financial interests in a matter the Rūnanga deals with or having friends or relatives with such an interest that the Board member is aware of but has not declared;
 - b personal beliefs or attitudes that influence the impartiality of advice given;
 - c personal relationships with the people the Rūnanga is dealing with or investigating that go beyond the level of a professional working relationship and which has not been declared;
 - d employment that comprises the integrity of the Board member and the Trust; and
 - e engaging in activities or making adverse comments that relate to the Trust's work.

- 3.3 An individual Board member may often be the only person aware of the potential for conflict. It is therefore their responsibility to avoid any financial or other interest that could compromise the impartial performance of their role and disclose any potential or actual conflicts of interest to the Chairperson of the Board.
- 3.4 If Board Members are uncertain whether a conflict exists, they should declare that interest, discuss the related interest matter with the Chairperson of the Board, and attempt to resolve any conflicts of interest that may exist.
- 3.5 To resolve any conflicts of interest that occur, or could occur, a range of options is available depending on the significance of the conflict. These options include but are not limited to:
- a recording the details of the disclosure and taking no further action because the potential for conflict is minimal or can be eliminated by disclosure;
 - b the Board member relinquishing the personal interest; and
 - c the Board member ceasing to participate in an activity or role where the conflict arises;
 - d the Board member complying with the conflict of interest provisions in this Deed; or
 - e the Board member resigning from the Board.
- 3.6 Disputes over alleged conflicts of interests will be resolved through independent neutral mediation.

4 Acceptance of gifts or benefits

- 4.1 Board Members must not accept a gift or benefit that is intended to, or likely to, cause them to act in a biased manner in the course of their duties. The Chairperson may approve the acceptance of token gifts or benefits under certain circumstances provided that there is no possibility that the recipient might be, or might appear to be, compromised in the process. It is acknowledged that the receiving of gifts is particularly important in a tikanga Māori context where the refusal of a gift could cause significant offence to the party giving, this needs to be sensitively managed.
- 4.2 Board Members will immediately advise the Chairperson if they believe they have been offered a bribe or if they have been offered or received a favour or benefit. Board Members dealing with or having access to sensitive investigations or commercially sensitive information should be particularly alert to inappropriate attempts to influence them.

5 Discrimination and harassment

- 5.1 Board Members must not harass or discriminate against their colleagues, employees, or members of the public on the grounds of:

- a Sex, which includes pregnancy and childbirth
- b Marital status
- c Religious belief
- d Ethical belief
- e Colour
- f Race
- g Ethnic or national origins
- h Disability
- i Age
- j Political opinion
- k Employment status
- l Family status
- m Sexual orientation

5.2 The Chairperson will make sure that the Board is free from all forms of harassment and discrimination.

6 Fairness and equity

6.1 Matters being considered by Board Members must be dealt with consistently, promptly and fairly. This involves dealing with matters in accordance with approved procedures, in a non-discriminatory manner, and in conformity with the principles of natural justice, and the values of the Board.

6.2 When using any discretionary powers, Board Members must ensure that they take all relevant facts into consideration, have regard to the particular merits of each case, and not take irrelevant matters or circumstances into consideration.

7 Public comment on the work of the Rūnanga

7.1 Public comment by Board Members includes public speaking engagements, comments on radio and television or in letters to newspapers, and expressing views in books, journals or through any social media platforms.

7.2 Board Members, as individual members of the iwi, have the right to make public comment and enter into public debate on political and social issues. However, there are some circumstances in which this is inappropriate. For example, situations when the public comment, although made in a private capacity, may appear to be an official comment on behalf of the Rūnanga. In such circumstances, Board Members must preface their remarks with a comment that they are made in a private or and do not represent the official view of the Rūnanga.

- 7.3 Board Members should follow the procedures established by the Rūnanga for making public comment on the work of the Rūnanga. As a general rule, they can disclose official information that is normally given to members of the public seeking that information, but should only disclose other official information or documents when:
- a in the course of their duties;
 - b when proper authority has been given;
 - c required to, or authorised, do so by law; or
 - d when called to give evidence in court.
- 7.4 In these cases, comments made by Board Members should be confined to factual information and should not, as far as possible, express an opinion on Rūnanga policy or practice unless required to do so by the circumstances of the particular situation (for example, when asked to do so in court)

8 **Post engagement**

- 8.1 Board Members must not use their position to obtain opportunities for future employment. They should not allow themselves or their role to be influenced by plans for, or offers of, employment. If they do, there is a conflict of interest and the integrity of the Board member and the Rūnanga is at risk.
- 8.2 Former Board Members must not use, or take advantage of, confidential information that may lead to gain or profit obtained in the course of their official duties until it has become publicly available.
- 8.3 All Board Members must be careful in their dealings with former Board Members of the Rūnanga and make sure that they do not give them, or appear to give them, favourable treatment or access to privileged information.