

**DEED OF TRUST OF THE TAPUIKA IWI  
AUTHORITY**

**Table of Contents**

<b>1.</b>	<b>DEFINITIONS AND INTERPRETATIONS</b>	<b>8</b>
1.1	Defined Terms	8
1.2	Interpretation	6
<b>2.</b>	<b>CONSTITUTION, STATUS AND OBJECTS OF THE TRUST</b>	<b>6</b>
2.1	Trust:	6
2.2	Objects and purposes of the Trust:	6
2.3	Restriction on Major Transactions:	7
<b>3.</b>	<b>APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES</b>	<b>7</b>
3.1	Appointment in accordance with Second Schedule:	7
3.2	Powers of Trustees:	7
3.3	Application of Income	7
3.4	Management of the Trust - General:	8
3.5	Committees:	8
3.6	Delegation of powers	9
3.7	Proceedings of Trustees:	9
3.8	Trustees Remuneration	9
<b>4.</b>	<b>NGA KOEKE COUNCIL</b>	<b>10</b>
4.1	Appointment of Nga Koeke Advisory Council	10
4.2	Role of Nga Koeke Council:	10
4.3	Trustees not to be members of Nga Koeke Council:	10
<b>5.</b>	<b>TRUST MAY ESTABLISH TRUST ENTITIES</b>	<b>10</b>

## **TAPUIKA IWI AUTHORITY DEED OF TRUST**

5.1	Establishment of Trust Entities:	10
5.2	Assets held for Tapuika:	11
5.3	No influence in determining remuneration:	11
<b>6.</b>	<b>PLANS, ANNUAL REPORTS, ACCOUNTS AND AUDITOR</b>	<b>11</b>
6.1	Trust to prepare annual plan:	11
6.2	Trust to prepare Five Year Plan:	12
6.3	Preparation of annual report:	12
6.4	Audit of financial statements:	12
6.5	Appointment of auditor:	12
<b>7.</b>	<b>TRUST ENTITY PLANS AND REPORTS</b>	<b>13</b>
7.1	Trust Entities to prepare Plans and Statements of Intent:	13
7.2	Trust approval required:	13
7.3	Reports by the Trust Entities to comply with Companies Act 1993:	13
7.4	Report to include comparison against plans:	14
7.5	Protection of Sensitive Information:	14
<b>8.</b>	<b>DISCLOSURE OF PLANS, REPORTS AND MINUTES</b>	<b>14</b>
8.1	Documents to be available for inspection:	14
8.2	Costs of copying:	14
<b>9.</b>	<b>NO DISCLOSURE OF SENSITIVE INFORMATION</b>	<b>15</b>
9.1	Authority may limit disclosure:	15
<b>10.</b>	<b>GENERAL MEETINGS</b>	<b>15</b>
10.1	Trustees to hold Annual General Meeting:	15
10.2	Approval of Trustees' remuneration and appointment of auditor:	15
10.3	Notice of Annual General Meeting:	15
10.4	Notice of Special Meetings:	16
10.5	Annual General Meeting not limited to notified business:	16
10.6	Special Meeting limited to notified business:	16
10.7	Invalidation:	16
10.8	Deficiency of notice:	16
10.9	Quorum:	17
10.10	Chairing of meetings:	17
10.11	Voting:	17
10.12	Adjourned meetings:	17
10.13	Unruly meetings:	17
10.14	Minutes:	18
10.15	Minutes to be evidence of proceedings:	18
10.16	Minutes to be evidence of proper conduct:	18
<b>11.</b>	<b>DISCLOSURE OF INTERESTS</b>	<b>18</b>
11.1	Definition of an interested Trustee:	18
11.2	Interests in common with hapu or marae:	18
11.3	Disclosure of interest to other Trustees:	18
11.4	Recording of Interest:	19

## **TAPUIKA IWI AUTHORITY DEED OF TRUST**

<b>12. DEALINGS WITH "INTERESTED" TRUSTEES</b>	<b>19</b>
<b>13. NO PRIVATE PECUNIARY PROFIT</b>	<b>19</b>
<b>14. PROHIBITION OF BENEFIT OR ADVANTAGE</b>	<b>19</b>
<b>15. DISCLOSURE OF TRUSTEE RENUMERATION</b>	<b>20</b>
<b>16. ADVICE TO TRUSTEES</b>	<b>20</b>
16.1 Trustees may rely on advice:	20
16.2 Limitation on clause 19.1:	20
16.3 Trustees may obtain legal opinion:	20
<b>17. LIABILITY OF TRUSTEES</b>	<b>20</b>
<b>18. INDEMNITY AND INSURANCE</b>	<b>20</b>
18.1 Indemnity and insurance for Trustees:	20
18.2 Indemnity and insurance costs to be just and equitable:	21
18.3 Indemnity and insurance regarding specific trusts:	21
18.4 Record of decisions:	21
<b>19. TAPUIKA NOT TO BE BROUGHT INTO DISREPUTE</b>	<b>21</b>
19.1 Trustees not to bring into disrepute:	21
19.2 Directors not to bring into disrepute:	21
19.3 Trustee may be censured or removed:	21
19.4 Censure or removal to be notified:	21
19.5 Effect of Removal:	22
19.6 Replacement of Trustee:	22
<b>20. GIFTS OR DONATIONS</b>	<b>22</b>
20.1 Trust may accept specific trusts:	22
20.2 Specific trusts to be separate:	22
20.3 Use of specific trust assets:	22
20.4 Expenses of specific trusts:	22
<b>21. RECEIPTS FOR PAYMENTS</b>	<b>22</b>
<b>22. CUSTODIAN TRUSTEE</b>	<b>22</b>
<b>23. AMENDMENTS TO DEED</b>	<b>23</b>
23.1 Special Resolution required:	23
23.2 Limitations on Amendment:	23
23.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Act	23
23.4 Consideration of proposals	24
23.5 Proposals to be discarded	24
23.6 Amendment to make Trust a charity:	24
23.7 Amendment to make Trust a “Mandated Iwi Organisation”:	24
<b>24. TERMINATION OF TRUST</b>	<b>24</b>
Subject to clause 23.2:	24
<b>25. POWER TO RESETTLE</b>	<b>25</b>
<b>26. PERPETUITIES</b>	<b>25</b>

## **TAPUIKA IWI AUTHORITY DEED OF TRUST**

<b>27. KEEPING OF RECORDS</b>	<b>25</b>
27.1 Records to be held for seven years:	25
27.2 Records may be retained for longer:	25
<b>28. DISPUTE RESOLUTION</b>	<b>25</b>
28.1 Disputes:	25
28.2 Notice of Dispute:	25
28.3 Reference of Dispute:	26
28.4 Dispute Committee to be Appointed as required:	26
28.5 Appointment and composition of Disputes Committee:	26
28.6 Role of Disputes Committee:	26
28.7 Deliberations of Disputes Committee:	26
28.8 Disputes Committee may convene hui:	26
28.9 Hui to meet notice requirements:	26
28.10 Notification of Outcome	26
<b>29. CONTRACTS</b>	<b>27</b>
29.1 Signing Contracts and Deeds	27
<b>30. REVIEW OF TRUST DEED</b>	<b>27</b>

### ***FIRST SCHEDULE - MEMBERSHIP OF TAPUIKA AND TAPUIKA REGISTER*** **31**

<b>1. TRUSTEES TO KEEP REGISTER</b>	<b>31</b>
1.1 Requirements of Trustees	31
<b>2. FORM OF APPLICATION</b>	<b>31</b>
2.1 Eligibility to apply and contents of application	31
<b>3. MEMBERSHIP VALIDATION COMMITTEE TO BE ESTABLISHED:</b>	<b>32</b>
<b>4. CONSIDERATION OF APPLICATIONS:</b>	<b>32</b>
<b>5. DECISIONS TO BE MADE ON APPLICATIONS:</b>	<b>32</b>
<b>6. SUCCESSFUL APPLICATIONS TO BE NOTIFIED AND REGISTERED:</b>	<b>32</b>
<b>7. NOTIFICATION OF UNSUCCESSFUL APPLICANTS:</b>	<b>32</b>
<b>8. UNSUCCESSFUL APPLICANT MAY REAPPLY:</b>	<b>32</b>
<b>9. REGISTRATION NOT NECESSARY</b>	<b>33</b>
<b>10. DE-REGISTRATION BY MEMBER OF TAPUIKA</b>	<b>33</b>
<b>11. MAINTENANCE OF REGISTER</b>	<b>33</b>
11.1 Trust to establish policies:	33
11.2 Assistance in identifying membership:	33
11.3 Responsibility of Members of Tapuika:	33
11.4 Consequences of registration:	33

### ***SECOND SCHEDULE - ELECTIONS OF TRUSTEES*** **34**

<b>1. PROCEDURE</b>	<b>34</b>
11.5 Appointment of Trustees	34
11.6 Trustees	34

## **TAPUIKA IWI AUTHORITY DEED OF TRUST**

<b>12. ELIGIBILITY FOR APPOINTMENT</b>	<b>35</b>
12.1 Trustee to be registered member:	35
12.2 Trustees not to be Trust employees:	35
12.3 Trustees may be Directors:	35
12.4 Nomination to be in writing:	35
12.5 Other requirements of nomination:	35
12.6 Skills and Knowledge Required of Trustees	35
12.7 Minimum requirements for Trustees	36
12.8 Eligibility for nomination	36
<b>13. TIMING OF ELECTIONS</b>	<b>36</b>
<b>14. ELECTION OF TRUSTEES</b>	<b>36</b>
<b>15. MAKING OF NOMINATIONS</b>	<b>37</b>
15.1 Calling for nominations:	37
15.2 Timing for nominations:	37
15.3 Form of notice:	37
15.4 Inclusion of invitation to register:	37
<b>16. HOLDING OF ELECTIONS</b>	<b>37</b>
16.1 Mode of Voting at Elections:	37
16.2 Advertisement of polling station:	37
16.3 No elections where nominees equal vacancies:	38
16.4 Eligibility to vote and number of votes to be cast:	38
16.5 Trustee Positions:	38
16.6 Date by which Members to be registered:	38
<b>17. NOTICE OF ELECTIONS</b>	<b>38</b>
17.1 Notice to be given:	38
17.2 Period of Notice:	38
17.3 Method of Giving Notice:	39
17.4 General Content of Notices:	39
17.5 Additional Content of Postal Notice:	39
17.6 Additional Information in Other Notices:	39
<b>18. POSTAL VOTING</b>	<b>39</b>
18.1 Other details to accompany vote:	39
18.2 Timing of Postal Votes:	40
18.3 Chief Returning Officer to receive voting forms:	40
<b>19. APPOINTMENT OF CHIEF RETURNING OFFICER</b>	<b>40</b>
19.1 Appointment of Chief Returning Officer:	40
<b>20. COUNTING OF VOTES</b>	<b>40</b>
20.1 All votes to be counted:	40
20.2 Certification and notifying election result:	40
20.3 The Chief Returning Officer to be present at polling station:	41
<b>21. RETENTION OF ELECTION RECORDS</b>	<b>41</b>

## **TAPUIKA IWI AUTHORITY DEED OF TRUST**

21.1	Compiling and sealing voting records:	41
21.2	Retention and disposal of packets:	41
<b>22.</b>	<b>REVIEW OF ELECTION RESULTS</b>	<b>41</b>
22.1	Candidates may seek review:	41
22.2	Appointment of Electoral Review Officer:	41
22.3	Electoral Review Officer to conduct reviews:	41
22.4	Form of request for review:	41
22.5	Service of application on other candidates:	42
22.6	Costs:	42
<b>23.</b>	<b>CONDUCT OF REVIEW</b>	<b>42</b>
23.1	Notification of Electoral Review Officer:	42
23.2	Electoral Review Officer to exercise wide powers:	42
23.3	Electoral Review Officer to be guided by substantial merits:	42
23.4	Certification of result of review:	43
23.5	Decision to be final:	43
<b>24.</b>	<b>TERM OF OFFICE</b>	<b>43</b>
24.1	Term of office:	43
24.2	Date of appointment of Initial Trustees	43
	The Initial Trustees shall be deemed to have been appointed as Trustees on the date of their election under the 2006 Deed.	43
24.3	Term following retirement of initial Trustees:	43
24.4	Eligibility of retiring Trustees:	43
24.5	Casual vacancies:	43
24.6	Term of casual appointments:	44
<b>25.</b>	<b>TERMINATION OF OFFICE OF TRUSTEES</b>	<b>44</b>
25.1	Termination of office of Trustees:	44
<b>26.</b>	<b>RECORD OF CHANGES OF TRUSTEES</b>	<b>44</b>
26.1	Record of changes of Trustees:	44
<b>27.</b>	<b>INITIAL TRUSTEES</b>	<b>45</b>
27.1	Record of Initial Trustees, their nominating hapu and term:	45
	<b><i>THIRD SCHEDULE - PROCEEDINGS OF TRUSTEES</i></b>	<b>46</b>
<b>1.</b>	<b>TRUSTEES TO REGULATE MEETINGS</b>	<b>46</b>
<b>28.</b>	<b>NOTICE OF MEETING</b>	<b>46</b>
28.1	Notice to Trustees:	46
28.2	Content of notice:	46
28.3	Waiver of notice:	46
28.4	Deficiency of notice:	46
<b>29.</b>	<b>QUORUM</b>	<b>46</b>
<b>30.</b>	<b>CHAIRPERSON AND DEPUTY CHAIRPERSON</b>	<b>46</b>
30.1	Trustees to elect:	46
30.2	Termination of office:	47

## **TAPUIKA IWI AUTHORITY DEED OF TRUST**

<b>31. PROCEEDINGS AT MEETINGS</b>	<b>47</b>
31.1 Decisions by majority vote:	47
31.2 Chairperson:	47
31.3 Vacancies:	47
31.4 Defects of appointment:	47
31.5 Unruly meetings:	47
<b>32. RESOLUTIONS</b>	<b>48</b>
<b>33. MINUTES</b>	<b>48</b>
33.1 Minutes to be kept:	48
33.2 Minutes to be evidence of proceedings:	48
33.3 Minutes to be evidence of proper conduct:	48
<b>34. TELECONFERENCE MEETINGS</b>	<b>48</b>
<b><i>FOURTH SCHEDULE -PROCEDURE FOR PASSING A SPECIAL RESOLUTION</i></b>	<b><i>49</i></b>
<b>1. THIS SCHEDULE TO APPLY</b>	<b>49</b>
34.2 A Special Resolution	49
<b>35. POSTAL VOTING AND SPECIAL GENERAL MEETING</b>	<b>49</b>
<b>36. VOTING</b>	<b>49</b>
<b>37. SPECIAL GENERAL MEETING REQUIRED</b>	<b>49</b>
<b>38. NOTICE</b>	<b>49</b>
38.1 Notice of Special General Meeting:	49
38.2 Method of giving notice:	49
38.3 Content of notice to members:	50
38.4 Content of advertisement:	50
<b>39. POSTAL VOTING</b>	<b>50</b>
39.1 Other details to accompany vote:	50
39.2 Timing of Postal Votes:	50
39.3 Postal Votes may be received at the Special General Meeting:	50
<b>40. APPOINTMENT OF CHIEF RETURNING OFFICER</b>	<b>51</b>
40.1 Appointment of Chief Returning Officer:	51
40.2 Chief Returning Officer to receive voting forms:	51
40.3 Chief Returning Officer to be present at Special General Meeting:	51
40.4 Eligibility to Vote:	51
40.5 Only one vote to be cast:	51
40.6 Recording of votes:	51
<b>41. COUNTING OF VOTES</b>	<b>51</b>
41.1 All votes to be counted:	51
41.2 Certification and notifying result:	52
<b>42. PROCEEDINGS AT SPECIAL MEETING</b>	<b>52</b>
<b>FIFTH SCHEDULE - POWERS OF TRUSTEES</b>	<b>53</b>
<b>1. TRUSTEES POWERS</b>	<b>53</b>

# TAPUIKA IWI AUTHORITY DEED OF TRUST

Executed as a deed on the

day of

2012

## INTRODUCTION

- A. By deed dated 10 December 2006 (“the 2006 Deed”), Tapuika established a trust to receive and manage assets on behalf of Tapuika in a manner which will provide for Tapuika’s current and future needs.
- B. As approved by way of a special resolution passed in accordance with the requirements of the 2006 Deed, the Trustees execute this deed in order to amend and replace the 2006 Deed.

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Defined Terms

In this Deed, unless the context otherwise requires:

**“2006 Deed”** means the deed of trust creating the Tapuika Iwi Authority dated 10 December 2006;

**"Adult Registered Members of Tapuika"** means those Members of Tapuika identified on the Tapuika Register as being 18 years of age and over;

**“Annual General Meeting”** means an annual meeting held in accordance with clause 10.1;

**"Annual Plan"** means the annual plan of the Trustees prepared in accordance with clause 9.1;

**"Annual Report"** means the annual report of the Tapuika Group prepared by the Trustees in accordance with clause 9.3

**"Balance Date"** means 30 June or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be made in each year;

**"Board”** means in relation to a Trust Entity the trustees, or board of directors, of that Trust Entity.

**Business Day"** means any day in which registered banks are open for business in Auckland;

**"Chairperson"** means the chairperson from time to time of the Trust elected by the Trustees in accordance with rule 4 of the Third Schedule;

**"Chief Returning Officer"** means as the context requires:

- (a) the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with rule 9.1 of the Second Schedule; or
- (b) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with rule 7. 1 of the Fourth Schedule;



**"Commercial Activities"** means any activity carried out in pursuit of the Trust's Purposes and which has as its principal objective the maximising of financial or economic returns to the Tapuika Group and shall include, without limitation, the management and administration of all forestry lands and commercial redress properties acquired in the settlement of the Tapuika Claims;

**"Consolidated Financial Statements"** means the consolidated financial statements of the Tapuika Group prepared by the Trustees in accordance with clause 9.3;

**"Deed"** means this deed of trust and includes the recitals and the schedules to this deed;

**"Deed of Settlement"** means a deed entered into between representatives of Tapuika and the Crown recording the settlement of the Tapuika Claims;

**"Deputy Chairperson"** means the deputy chairperson from time to time of the Trust if one is elected in accordance with rule 4 of the Third Schedule;

**"Disputes Committee"** means a committee formed in accordance with clauses 31.4 and 31.5;

**"Financial Year"** means any year or accounting period beginning 1 July of one calendar year and ending 30 June in the following calendar year or any other period the trustees by resolution adopt..

**"Five Year Plan"** means the five year plan of the Trustees prepared in accordance with clause 9.2;

**"Initial Trustees"** means the Trustees referred to in clause 1.2(b) of the second schedule

**"Investment Activities"** means any activity carried out in pursuit of the Trust's Purposes and which has as its principal objective investment and growth of its capital for cultural and social development purposes that benefit Tapuika, including without limitation:

The fostering of all aspects of Tapuika tikanga, reo, and korero;

The provision of support and assistance to Members of Tapuika in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;

The development and enhancement of community facilities for the benefit of Tapuika; and

The provision of funding to Members of Tapuika for the cultural and social development of the iwi.

**"Major Transaction"** means:

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

- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Property by the Trustees the value of which is more than half the value of the Trust Fund before disposition; or
- (c) A transaction that has or is likely to have the effect of the Trustees acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Trust Fund before the transaction; or
- (d) Approval by the Trustees of a major transaction of a Trust Entity where the transaction involves the acquisition or disposal, or agreement to acquire or dispose, whether contingent or not, Property the value of which is more than half of the combined value of the assets of that relevant Trust Entity and the Trust Fund;
- (e) but does not include:
- (f) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the assets of the Trust; or
- (g) Any acquisition or disposition of Property by the Trustees or a Trust Entity from or to any other wholly owned member of the Tapuika Group; and
- (h) Nothing in paragraph (c) of this definition applies by reason only of the Trustees giving, or entering into an agreement to give, a charge secured over assets the Trustees hold on trust under this Deed and the value of which is more than one half of the value of the assets of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation.

**"Member of Tapuika"** means every individual referred to in subparagraph (a) of the definition of Tapuika

**"Mandated Iwi Organisation"** has the same meaning as provided for in the Maori Fisheries Act 2004

**"Membership Committee"** means the committee appointed in accordance with rule 7.1 of the First Schedule;

**"Nga Koeke"** means recognised cultural practitioners from the hapu and marae of Tapuika who have particular knowledge, expertise and wise counsel on matters relating to Tapuika tikanga, kawa, whakapapa and cultural practices of Tapuika;

**"Nga Koeke Council"** means members of Nga Koeke appointed by the Trustees as members of the Nga Koeke Council pursuant to clause 4.1

**"Ordinary Resolution"** means a resolution approved by a simple majority of the Adult Registered Members of Tapuika who validly cast a vote on the matter in question.

**"Property"** means all property (whether real or personal) and includes choses in action, rights of any kind howsoever arising, interests and money.

**"Related Person"** has the same meaning as provided in the Income Tax Act 2007.

**"Settlement Act"** means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the premises contained therein;

**"Settlement Date"** means the date defined as the settlement date in the Deed of Settlement or Settlement Act;

**"Social Development Activities"** means any activity carried out in pursuit of the Trust's Purposes and which has as its principal objective the cultural and social development of Tapuika, and shall include without limitation:

- (a) the fostering of all aspects of Tapuika tikanga, reo, and korero;
- (b) the provision of support and assistance to Members of Tapuika in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;
- (c) the development and enhancement of community facilities for the benefit of Tapuika; and
- (d) the provision of funding to Members of Tapuika for the cultural and social development of the iwi.

**"Special General Meeting"** means a meeting held in accordance with clause 13.4.

**"Special Resolution"** means a resolution passed with the approval of not less than 75% of the Adult Members of Tapuika who validly cast a vote in accordance with the process set out in the Fourth Schedule;

**"Special Resolution of Trustees"** means a resolution that has been passed with the approval of not less than 75% of the Trustees present at a duly convened meeting of the Trust held in accordance with the rules in the Third Schedule.

**"Statement of Intent"** means the statements of intent prepared by any Trust Entity in accordance with clause 7.1;

**"Te Takapu o Tapuika"** means the land "mai i nga pae maunga ki te toropuke e tu mai ra, ki te awa e rere mai ana, waiho te whenua ko te takapu o taku tamaiti ko Tapuika";

**"Tapuika"** means

- (a) the collective group composed of individuals who descend from a Tapuika ancestor; and
- (b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause, including:
  - i. Ngāti Tuheke;
  - ii. Ngāti Kuri;
  - iii. Ngāti Marukukere;
  - iv. Ngāti Moko.
- (c) For the purposes of subparagraph (a) above, a person is descended from another person if the first person is descended from the other by –
  - i. birth; or
  - ii. legal adoption; or

- iii. Māori customary adoption in accordance with the Tapuika tikanga (customary values and practices)

**Tapuika ancestor** means an individual who exercised customary rights by virtue of being descended from:

- (a) Tapuika through Makahae, Huritini, Marangaipāroa, Tukutuku, Tamateranini, and Tuariki; or
- (b) a recognised ancestor of any of the groups referred to in subparagraph (b) of the definition of Tapuika; and
- (c) who exercised customary rights predominantly in relation to Tapuika area of interest as identified in the map identifying the Tapuika area of interest attached to the Deed of Settlement any time after 6 February 1840.

**"Tapuika Claims"** means Tapuika's historical claims (as defined in the Deed of Settlement) in respect of the Crown's breaches of its obligations to Tapuika under the Treaty of Waitangi;

**"Tapuika Group"** means the Trust and any other Trust Entity incorporated or established pursuant to the terms of this Deed, their subsidiaries (if any) and any trust(s) (whether incorporated or not) under their control;

**"Tapuika Register"** means the register of Members of Tapuika that is to be maintained by the Trust in accordance with rule 1 of the First Schedule;

**"Taurahere"** means Members of Tapuika whose primary place of residence is or has been for the last three months or more outside of Te Takapu o Tapuika;

**"Trust"** means the trust known as Tapuika Iwi Authority created by the 2006 Deed and continued by this Deed;

**"Trust Entity"** means a wholly owned or controlled company trust or other entity established by the Trust for the purpose of receiving holding or managing any part of the Trust Fund, to carry out Commercial Activities, Investment Activities, Social Development Activities, or for any other purpose.

**"Trust's Purposes"** means the objects and purposes set out in clause 2.3;

**"Trustees"** means the trustees appointed from time to time in accordance with the Second Schedule of this Deed to represent Tapuika and to act as the trustees for the time being of the Trust and **"Trustee"** shall mean any one of those persons;

**"Trust Fund"** means all the assets, rights and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed howsoever received including without limitation, all land and all assets received pursuant to the Deed of Settlement and Settlement Act, any money, investments or other property paid or given to or acquired or agreed to be acquired by the Trust, including any other assets received from the Crown or any other body operating pursuant to any statute including the Maori Fisheries Act 2004.

## **1.2 Interpretation**

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other gender;
- (c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, recital or a schedule shall be to a clause, recital or a schedule to this Deed;
- (f) the schedules to this Deed shall form part of this Deed;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Deed;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993; and
- (i) references to a subsidiary or subsidiaries shall be references to a subsidiary or subsidiaries as defined by the Companies Act 1993.

## **2. CONSTITUTION, STATUS AND OBJECTS OF THE TRUST**

### **2.1 Trust:**

- (a) The Trustees acknowledge that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The Trustees further acknowledge that the trust shall be known as Tapuika Iwi Authority.
- (b) The office of the Trust shall be at such place as the Trustees from time to time determine.

### **2.2 Objects and purposes of the Trust:**

The purposes for which the Trust is established are to receive, manage and administer the Trust Fund on behalf of and for the benefit of the present and future Members of Tapuika in accordance with this Deed including, without limitation:

- (a) To affirm Tapuika, tino rangatiratanga, mana whenua and mana moana;
- (b) Preserving, reviving and protecting nga tikanga me nga taonga o Tapuika;
- (c) Protecting and utilising all land, water and sea based resources of Tapuika;
- (d) The promotion amongst Tapuika of the educational, spiritual, economic, social and cultural advancement, health and well-being of Tapuika;
- (e) The maintenance and establishment of places of cultural or spiritual significance to Tapuika; and

- (f) any other purpose that is considered by the Trust from time to time to be beneficial to Tapuika.

### **2.3 Restriction on Major Transactions:**

Notwithstanding clause 3.2, the Trustees must not enter into a Major Transaction unless that Major Transaction:

- (a) Is approved by way of Special Resolution in accordance with the Fourth Schedule; or
- (b) Is conditional upon approval by way of Special Resolution.

## **3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES**

### **3.1 Appointment in accordance with Second Schedule:**

The Trustees shall be appointed to office in accordance with the rules set out in the Second Schedule.

### **3.2 Powers of Trustees:**

- (a) In addition to the powers conferred on the Trustees by law, the Trustees have the widest possible powers and discretions to achieve the Trust's Purposes and are empowered to exercise all the rights, powers and privileges and may incur all the liabilities and obligations of a natural person of full age and capacity.
- (b) Without in any way limiting the wide powers conferred by clause 3.2(a) the Trustees have power to invest the Trust Fund and the income from the Trust Fund as the Trustees think fit provided that in making any investment the Trustees exercise the care, diligence and skill required of a prudent Trustee as set out in the Trustee Act 1956.
- (c) Without prejudice to the generality of clause 3.2(a) or to any of the Trustees' express or implied powers, the Trustees have the powers specified in the Fifth Schedule and may exercise them either alone or with any other person(s).
- (d) except as otherwise expressly provided by this Deed, the Trustees may collectively exercise all the powers and discretions vested in the Trustees by this Deed in the absolute discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;

### **3.3 Application of Income**

- (a) The Trustees may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust in any Financial Year for the purpose or purposes contained in clause 2.2;
- (b) The Trustees may in making any decisions about the application of income in any Financial Year, decide to have set aside, deducted from, or paid out of such income such amounts as the Trustees in their discretion think fit, including:
  - i. as a reserve against losses and contingencies, and the Trustees may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or
  - ii. As a reserve to meet fluctuations of income in future years and/or other contingencies.

- (c) In making any decision as to the application of the income in any Financial Year, the Trustees shall, in exercising their discretion:
- i. determine how much of the income should cease to be income and be added to and form part of the capital of the Trust Fund, provided that the Trustees may not in the Financial Year convert all of the income to capital;
  - ii. Endeavour to act fairly in considering the present and future need and interests of all Members of Tapuika.
- (d) Any income that is not paid or applied in accordance with clause 3.3 within 12 months of the end of the Financial Year shall be accumulated and 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.

### **3.4 Management of the Trust - General:**

- (a) The Trustees may from time to time appoint, remunerate and dismiss employees and contractors of the Trust, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of chief executive of the Trust.
- (b) Except as provided in clause 3.4(c), no Trustee may be engaged on a contract of service or on a contract for services to the Trust.
- (c) A Trustee, or an incorporated or unincorporated entity of which a Trustee is a partner or an owner or a principal shareholder may be engaged on a contract for services to provide trade or cultural services to the Trustees provided:
- (i) the procurement of the contract for services is contestable by persons other than Trustees.
  - (ii) the services to be rendered have no connection with the management or the financial administration or control of the Trust;
  - (iii) without limiting clause 11 (relating to the disclosure of interests), the full terms and conditions of the proposed contract have been disclosed in advance and in writing to the Trustees;
  - (iv) the Trustees have agreed unanimously to the contract; and
  - (v) the existence of the contract and its value are disclosed in the Trust's Annual Report. .

### **3.5 Committees:**

- (a) The Trustees may from time to time as they think expedient appoint one or more Trustees to be a committee for making any inquiry on such terms as the Trustees may by resolution direct and any committee so appointed may co-opt, for the purposes of consultation and advice, persons who are not Trustees, provided that a Trustee shall chair any such committee.
- (b) All committees appointed under clause 3.5(a) shall report to the Trustees in respect of their activities and such reports shall, unless a direction is made to the contrary by the Trustees:

- (a) be provided on a monthly basis; and
- (b) contain details of the activities of the committee since the last such report.
- (c) Subject to the provisions of this Trust Deed, any committee established by the Trustees may regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee

### **3.6 Delegation of powers**

- (a) The Trustees may delegate in writing to any committee or to the chief executive of the Trust, any of the powers exercisable by the Trustees, provided that no committee may enter into any contract or binding obligation with any third party unless that contract or obligation has been expressly authorised in writing by the Trustees.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time;
- (d) The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause, including monetary limits of authority and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.
- (e) Notwithstanding the delegation by the Trustees of any powers under clause 3.4, the Trustees shall remain responsible for the exercise of those powers by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:
  - i. believed on reasonable grounds when making the delegation, and at all times subsequently, that the delegate would exercise the power in accordance with the provisions of this Deed and the duties owed by the Trustees in the exercise of their office under this Deed; and
  - ii. have monitored, by means of reasonable methods, the exercise of the power by the delegate.

### **3.7 Proceedings of Trustees:**

Except as otherwise provided in this Deed the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the Third Schedule.

### **3.8 Trustees Remuneration**

Trustees' remuneration must be authorised by a resolution of Adult Registered Members of Tapuika in accordance with clause 10.2. In recommending Trustee remuneration levels the Trustees must first seek independent, professional advice in that regard.



## **4. NGA KOEKE COUNCIL**

### **4.1 Appointment of Nga Koeke Advisory Council**

The Trustees may from time to time appoint from the Nga Koeke, a Nga Koeke Council on such terms of appointment, and subject to such rules and regulations, meeting procedures and processes, as may be prescribed by the Trustees from time to time. The Trustees shall when making appointments take into consideration the desirability of the Nga Koeke Council being broadly representative of Tapuika.

### **4.2 Role of Nga Koeke Council:**

- (a) Following the election of any new Trustees, any new Trustees who have not previously been elected as Trustees will meet with the Nga Koeke Council for the purposes of seeking advice and guidance on Tikanga o Tapuika.
- (b) The Trustees may at any other time seek the advice of the Nga Koeke Council on matters relating to Tapuika tikanga, kawa, whakapapa and customary practices of Tapuika.
- (c) The Trustees are not required to follow advice they obtain or receive from the Nga Koeke Council

### **4.3 Trustees not to be members of Nga Koeke Council:**

For the avoidance of doubt, a Trustee may not contemporaneously with his or her holding office as Trustee be appointed to, or remain a member of, the Nga Koeke Council.

## **5. TRUST MAY ESTABLISH TRUST ENTITIES**

### **5.1 Establishment of Trust Entities:**

- (a) The Trustees 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 for the benefit of the Trust or Tapuika, solely in furtherance of one or more of the Trust's purposes, and in accordance with any requirements of this deed.
- (b) The Trustees shall ensure that the Trust Deed, constitution or other governing document of any Trust Entity has clauses, that :
  - i. have the same effect as clauses 13 (no private profit), 14 ( prohibition on benefit or advantage) and 2.3 (major transactions) of this deed;
  - ii. provide for a term of office and rotation of Board members; and
  - iii. provide that the effect of those clauses cannot be removed.
- (c) The Trustees shall have and retain the power to appoint and remove the members of the Board of any Trust Entity. The Board of a Trust Entity will comprise no fewer than 3 members. A Board which has 3 or 4 members may have one Trustee appointed to that Board. A Board which has 5 or more members may have up to three Trustees appointed to that Board. In every case, the Board of a Trust Entity will comprise a majority who are Members of Tapuika. Nothing in this clause will

require a Trustee to be removed from office on a Board as a result of any casual vacancy arising in a Board from time to time.

- (d) The Trustee shall determine the remuneration payable to any members of the Board of any Trust Entity.
- (e) The Trustees may, from time to time, disestablish any Trust Entity.
- (f) The Trustees shall monitor and supervise each Trust Entity in the following manner:
  - i. The Trustees shall be responsible for monitoring and otherwise overseeing the activities of any Trust Entity and shall exercise its ownership or other rights and interests in any Trust Entity in such a way as to promote the performance by that Trust Entity of its purposes.
  - ii. For the avoidance of doubt, and except as expressly provided by this Deed, each Trust Entity shall be governed by its respective Board and the role of the Trust in respect of each Trust Entity shall be limited to the exercise of the rights conferred on the Trust as shareholder or (as applicable) appointor and as beneficiary of the Trust Entity.
  - iii. The Trustees shall require that any members of the Board appointed by or at the direction of the Trustees to any Trust Entity do not act in a manner which brings or is likely to bring Tapuika, the Trust or any Trust Entity into disrepute.
  - iv. Any person appointed to the Board of any Trust Entity must have the particular skills and expertise that are, in the opinion of the Trustees, required of a member of the Board of the Trust Entity to which the appointment relates and bearing in mind the activities that the relevant Trust Entity undertakes or is likely to undertake in the future.

## **5.2 Assets held for Tapuika:**

All assets held and income derived by any member of the Tapuika Group, shall be held and derived for and on behalf of the Trust.

## **5.3 No influence in determining remuneration:**

No Trustee receiving any remuneration referred to in clause 5.1 (d) shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

## **6. PLANS, ANNUAL REPORTS, ACCOUNTS AND AUDITOR**

### **6.1 Trust to prepare annual plan:**

The Trustees shall, no later than one month before the commencement of each Financial Year complete an Annual Plan which specifies in respect of that Financial Year the following information:

- (a) the strategic vision of the Trust for the Tapuika Group;
- (b) the nature and scope of the activities proposed by the Trust for the Tapuika Group in the performance of the Trust's purposes;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Tapuika Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with; and
- (f) any proposals for the ongoing management of the Trust Fund having regard to the interests of all Members of Tapuika.

### **6.2 Trust to prepare Five Year Plan:**

The Trustees shall also produce within 12 months following the execution of this Deed, and update not less than every two years, a Five Year Plan. Such a plan shall:

- (a) set out the longer term vision of the Trustees in respect of the matters referred to in clause 9.1(a) to (f); and
- (b) include a statement by the Trustees of the commercial, management and distribution policies that the Trustees intend to follow in respect of the Trust Fund.

### **6.3 Preparation of annual report:**

The Trustees must, within 4 months after the end of each Financial Year, cause to be produced an Annual Report on the affairs of the Tapuika Group covering the accounting period ending at the end of that Financial Year which includes a comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Tapuika Group for that Financial Year. The Consolidated Financial Statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm (including without limitation any such payment to any Trustee as a director or trustee of any other member of the Tapuika Group) and details of any premiums paid in respect of Trustees' indemnity insurance.

### **6.4 Audit of financial statements:**

The Trustees must also ensure that the Consolidated Financial Statements for each Financial Year are audited by a chartered accountant in public practice prior to the date for giving notice of the annual general meeting of the Trustees for the Financial Year immediately following the Financial Year to which the financial statements relate.

### **6.5 Appointment of auditor:**

The auditor shall be appointed by the Trustees prior to the end of the Financial Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the Trustees (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 Trustee's accountant shall not be appointed as auditor.

## **7. TRUST ENTITY PLANS AND REPORTS**

### **7.1 Trust Entities to prepare Plans and Statements of Intent:**

The Trustees shall procure that each Trust Entity will:

- (a) within 6 months of the establishment of each Trust Entity produce a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
- (b) as required by the Trustees update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
- (c) no later than 12 months following the establishment of each Trust Entity produce a 5 year plan, which shall be updated not less than every 2 years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
- (d) no later than 3 months following the completion of the 5 year plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Financial Year, produce an annual plan setting out the steps to be taken in the relevant Financial Year to meet its 5 year planning objectives and fulfil the objectives and principles of the Statement of Intent;
- (e) in addition to any normal reporting requirements, within 2 months after the completion of the first, second and third quarter of each Financial Year send to the Trustees reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Trustees may require from time to time).

### **7.2 Trust approval required:**

Prior to being implemented all Statements of Intent, 5 year plans and annual plans must be approved by the Trustees. Such approval will be given, or withheld in light of the Trustee's overall plans and policies in respect of the Trust Fund and the Tapuika Group, and having regard to the specific roles of each Trust Entity. However, nothing in this clause shall allow the Trustees to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the Board of a Trust Entity shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

### **7.3 Reports by the Trust Entities to comply with Companies Act 1993:**

The Trustees shall procure that all annual reports by any Trust Entity comply in all respects with the requirements of the Companies Act 1993 as if the Trust Entity were a company, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of any change during the accounting period in the nature of the business of the Trust Entity or any of its subsidiaries, or the classes of business in which the Trust Entity has an interest, whether as a shareholder of another entity or otherwise;

- (b) the financial statements (or as appropriate group financial statements) for that Financial Year completed and signed in accordance with the Financial Reporting Act 1993;
- (c) the auditor's report of the financial statements (or group financial statements) of the Trust Entity for that Financial Year.

#### **7.4 Report to include comparison against plans:**

The Trustees shall procure that all reports by any Trust Entity include a comparison of their performance against both their respective annual plans for that Financial Year and their medium and longer term planning objectives (as set out in the 5 year plans and Statements of Intent).

#### **7.5 Protection of Sensitive Information:**

For the avoidance of doubt, nothing in this clause 7 limits or affects the rights of the Trust, as shareholder in a Trust Entity, to agree pursuant to section 211 (3) of the Companies Act 1993 not to include information in the annual report of a Trust Entity where the Trustees consider on reasonable grounds that the information is commercially or otherwise sensitive.

## **8. DISCLOSURE OF PLANS, REPORTS AND MINUTES**

### **8.1 Documents to be available for inspection:**

The Trustees shall hold at its offices and make available for inspection by any Member of Tapuika during normal business hours on any Business Day:

- (a) the Annual Report for each of the preceding three Financial Years;
- (b) the Consolidated Financial Statements for the preceding three Financial Years;
- (c) the Annual Plan;
- (d) the Five Year Plan;
- (e) the Statements of Intent;
- (f) the minute book kept in accordance with clause 13.14 of all decisions taken and business transacted at every Annual General or Special Meeting;
- (g) Trustee details;
- (h) A register of interests of Trustees;
- (i) the current Trust Deed;
- (j) the current constitutional documents of any Trust Entity.

### **8.2 Costs of copying:**

Any Member of Tapuika shall be entitled to obtain copies of this information. However the Trust shall also be entitled to recover at its discretion all reasonable copying or postage costs (if any).

## **9. NO DISCLOSURE OF SENSITIVE INFORMATION**

### **9.1 Authority may limit disclosure:**

For the avoidance of doubt, but subject to the Trustee's reporting obligations in clauses 6.3, 8.1(a), 8.1(b), 8.1(f), 10.1(a) and 10.1(b), the Trustees may, at its sole discretion, limit disclosure of any information regarding the activities or proposed activities of the Trustees and the Tapuika Group which the Trustees consider on reasonable grounds to be commercially or otherwise subject to obligations of confidentiality.

## **10. GENERAL MEETINGS**

### **10.1 Trustees to hold Annual General Meeting:**

The Trustees shall, no later than six 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 of the Trust, hold a general meeting for the Members of Tapuika, to be called its Annual General Meeting, and shall at that meeting:

- (a) report on the operations of the Tapuika Group during the preceding Financial Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Trustees;
- (e) appoint new members to the Nga Koeke Council (if any)
- (f) approve the appointment of the auditor for the next Financial Year;
- (g) approve the Trustees' remuneration;
- (h) undertake all other notified business; and
- (i) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

### **10.2 Approval of Trustees' remuneration and appointment of auditor:**

- (a) The rates of remuneration payable to a Trustee for general services as a Trustee ("Trustee Fees") must be authorised by an Ordinary Resolution of the Adult Registered Members of Tapuika present at the Annual General Meeting.
- (b) This clause does not apply to any reimbursement of expenses or other remuneration paid pursuant to clause 13(a).
- (c) This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a Board member of any other member of the Tapuika Group and that remuneration shall be determined by the Trustees pursuant to clause 5.1(d).
- (d) The appointment of the auditor for the next Financial Year must be authorised by an Ordinary Resolution of the Adult Members of Tapuika present at the Annual General Meeting.

### **10.3 Notice of Annual General Meeting:**

The Trust shall give not less than 21 days' notice of the holding of the Annual General Meeting, such notice to be posted, or at the trustees discretion, sent by email

transmission where available, to all Adult Registered Members of Tapuika at the last address shown for each such Adult Registered Member of Tapuika on the Tapuika Register. If notice sent to an electronic address fails, and the Trust is aware of the failure, then the notice must subsequently be sent to the last known physical address. Notice of the meeting shall also be inserted prominently in an appropriate major metropolitan newspaper circulating in New Zealand in regions where the Trust considers that a significant number of Members of Tapuika reside and on the Trust's website if it has one. All such notices shall contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting; and
- (c) details of where copies of any information to be laid before the meeting may be inspected.

#### **10.4 Notice of Special Meetings:**

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

- (a) the Chairperson and Deputy Chairperson for the time being of the Trustees; or
- (b) any 4 Trustees; or
- (c) 5 % of Adult Registered Members of Tapuika.

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 written statement to the Trust setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

#### **10.5 Annual General Meeting not limited to notified business:**

At the discretion of the chairperson of the meeting, 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.

#### **10.6 Special 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.

#### **10.7 Invalidation:**

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

#### **10.8 Deficiency of notice:**

Subject to clause 10.6 a deficiency or irregularity in a notice of any Annual General or Special General will not invalidate anything done at the meeting if:

- (a) the deficiency or irregularity is not material; and

- (b) the Adult Registered Members of Tapuika who attend the meeting agree to waive the deficiency or irregularity.

**10.9 Quorum:**

The quorum required for any Annual General or Special General Meeting of the Trustees shall be twenty (20) Adult Registered Members of Tapuika present in person as well as one or more Trustees present in person.

**10.10 Chairing of meetings:**

The Chairperson for the time being of the Trust will be the chairperson of any Annual General or Special General Meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one of their number to substitute as the chairperson for that meeting.

**10.11 Voting:**

- (a) To the extent that a vote is sought or required at any Annual General or Special General Meeting, every Adult Registered Member of Tapuika present shall have one vote. All resolutions except Special Resolutions require the approval of an Ordinary Resolution. Voting may be by voice or on a show of hands. However, except as provided in clauses 2.3, 10.1, 10.2, 23,24 and 25 and where Special Resolutions have been passed in accordance with the Fourth Schedule, the Trustees shall not be bound by a resolution passed at any Annual General or Special General Meeting, but will only be required to give consideration to any such resolution in administering the Trust Fund and carrying out the Trust's Purposes.
- (b) Notwithstanding clause 10.11(a), the Chairperson, or 5 Adult Members of Tapuika voters who are present and eligible to vote on any matter, may at any time prior to a vote require that a vote be by way of secret ballot rather than by way of voice or show of hands.

**10.12 Adjourned meetings:**

If within one hour of the time appointed for an Annual General or Special General Meeting, a quorum is not present, the meeting will stand adjourned to be reconvened 7 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 Members of Tapuika present will constitute a quorum.

**10.13 Unruly meetings:**

If any Annual General or Special 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 of the meeting becomes unduly protracted, the chairperson of the meeting may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.



**10.14 Minutes:**

The Trustees shall keep a proper record in a minute book of all decisions made and business transacted at every Annual General or Special General Meeting.

**10.15 Minutes to be evidence of proceedings:**

Any minute of the proceedings at an Annual General or Special General Meeting which is purported to be signed by the chairperson of the meeting shall be evidence of those proceedings.

**10.16 Minutes to be evidence of proper conduct:**

Where minutes of an Annual General or Special 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.

**11. DISCLOSURE OF INTERESTS****11.1 Definition of an interested Trustee:**

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

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trustees or any subsidiary of the Trustees;
- (d) is the parent, child or spouse, defacto or civil union partner of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

**11.2 Interests in common with hapu or marae:**

Notwithstanding clause 11.1, no Trustee will be interested in a matter solely because that Trustee is a member of a hapu or marae and where his or her interest is not different in kind from the interests of other members of that hapu or marae.

**11.3 Disclosure of interest to other Trustees:**

A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, disclose any interest or any potential interest to his or her co-Trustees at a meeting of the Trustees, including:

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

**11.4 Recording of Interest:**

A disclosure of interest by a Trustee (and the nature and the extent or monetary value of that interest) shall be recorded in the minute book and the interest register of the Trustees.

**12. DEALINGS WITH "INTERESTED" TRUSTEES**

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

**13. NO PRIVATE PECUNIARY PROFIT**

No private pecuniary profit may be made by any Trustee in connection with the affairs of the Trustees except that:

- (a) any Trustee may receive full reimbursement for all actual and reasonable costs and expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trustees may pay Trustees fees to any Trustee in return for Trustee services rendered to the Trustees as are approved by the Trust pursuant to clause 10.2;

Provided that:

- (c) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 3.3(c) the provisions of that clause have been complied with;
- (d) A Trustee may receive remuneration as a Board member of a Trust Entity.

**14. PROHIBITION OF BENEFIT OR ADVANTAGE**

In the carrying on of any business by any member of the Tapuika Group under this Trust Deed, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.

## **15. DISCLOSURE OF TRUSTEE RENUMERATION**

The Trustees shall, in accordance with clause 6.3 show the amount of any remuneration paid to any Trustee and the amount of any premiums paid out of the Trust Fund for any Trustee indemnity or insurance separately in the financial statements including any payments made pursuant to clause 17.

## **16. ADVICE TO TRUSTEES**

### **16.1 Trustees may rely on advice:**

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

- (a) an employee of the Trustees whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) a committee appointed and acting in accordance with clause 3.5.

### **16.2 Limitation on clause 19.1:**

Clause 19.1 applies only if the Trustees:

- (a) act in good faith;
- (b) make proper inquiry where the need for inquiry is indicated by the circumstances; and
- (c) have no knowledge that such reliance is unwarranted.

### **16.3 Trustees may obtain legal opinion:**

If the Trustees are in doubt over any matter relating to the management and administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister and Solicitor of the High Court of New Zealand of at least seven years standing. This right to obtain and act upon a legal opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

## **17. LIABILITY OF TRUSTEES**

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

## **18. INDEMNITY AND INSURANCE**

### **18.1 Indemnity and insurance for Trustees:**

Any Trustee, or employee of the Trust may be indemnified or have their 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 Trust or any member of the Tapuika Group, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust or any member of the Tapuika Group with the object of fulfilling the Trust's Purposes.

**18.2 Indemnity and insurance costs to be just and equitable:**

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

**18.3 Indemnity and insurance regarding specific trusts:**

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

**18.4 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.

**19. TAPUIKA NOT TO BE BROUGHT INTO DISREPUTE**

**19.1 Trustees not to bring into disrepute:**

No Trustee shall act in a manner which brings or is likely to bring the Trust or any member of the Tapuika Group into disrepute.

**19.2 Directors not to bring into disrepute:**

The Trustees shall also require that any directors or trustees appointed by or at the direction of the Trustees to any company (or as applicable) any trust in which the Trust has an interest do not act in a manner which brings or is likely to bring the Trust or any member of the Tapuika Group into disrepute.

**19.3 Trustee may be censured or removed:**

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Trust or any member of the Tapuika Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office.

**19.4 Censure or removal to be notified:**

The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of Tapuika at the next Annual General Meeting of the Trust following such censure or removal.

**19.5 Effect of Removal:**

A Trustee removed from office in accordance with clause 19.3 shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than 3 years following his or her removal.

**19.6 Replacement of Trustee:**

The removal of a Trustee in accordance with clause 19.3 shall give rise to a casual vacancy which shall be filled in accordance with rule 14.6 of the Second Schedule.

**20. GIFTS OR DONATIONS****20.1 Trust may accept specific trusts:**

Notwithstanding any other provision in this Deed, the Trustees may accept or otherwise deal with any property upon trust for the purposes of the Trust or for any specific purpose that comes within the Trust's Purposes. Such a trust may include any trust for the benefit of the Members of Tapuika or any of them. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Trust Fund.

**20.2 Specific trusts to be separate:**

If the Trust accepts a trust for any specific purpose as outlined in clause 20.1 above it must keep the property subject to such trust and any income derived from it separate from the Iwi Authority's Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

**20.3 Use of specific trust assets:**

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

**20.4 Expenses of specific trusts:**

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

**21. RECEIPTS FOR PAYMENTS**

The receipt of the Trust signed by any person or persons authorised to give receipts on behalf of the Trust, shall be a complete discharge from the Trust for that payment.

**22. CUSTODIAN TRUSTEE**

The Trustees may appoint or incorporate a custodian trustee and on any such appointment or incorporation the following provisions shall have effect:

- (a) The Trust Fund may be vested in the custodian trustee as if the custodian trustee were sole Trustee;

- (b) The management of the Trust Fund and the exercise of all powers and discretions exercisable by the Trustees under this Deed shall remain vested in the Trustees as fully and effectively as if there were no custodian trustee;
- (c) The sole function of the custodian trustee shall be to hold, invest or dispose of all or any part of the Trust Fund in accordance with any direction in writing by the Trustees for which purpose the custodian trustee shall execute all such documents and perform all such acts as the Trustees in writing direct;
- (d) The custodian trustee shall not be liable for acting on any such direction provided that if the custodian trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the custodian trustee to any liability or is otherwise objectionable the custodian trustee may apply to the High Court of New Zealand for directions and any order giving any such directions shall bind both the custodian trustee and the Trustees;
- (e) The custodian trustee shall not be liable for any act or default on the part of any of the Trustees;
- (f) All actions and proceedings touching or concerning the Trust Fund may be brought or defended in the name of the custodian trustee at the written direction of the Trustees and the custodian trustee shall not be liable for the costs; and
- (g) No person dealing with the custodian trustee shall be concerned to enquire as to the concurrence or otherwise of the Trustees or be affected by notice of the fact that the Trustees have not concurred.

## **23. AMENDMENTS TO DEED**

### **23.1 Special Resolution required:**

Subject to clause 23.2, all amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

### **23.2 Limitations on Amendment:**

No amendment shall be made to the Deed which:

- (a) changes the Trust's Purposes so that the Trust is no longer required to act for the benefit of the present and future Members of Tapuika;
- (b) changes this clause 23.2, clauses 5.1(b)(i), or 24;
- (c) changes the requirement for a Special Resolution (as defined from time to time) in clause 23.1; or
- (d) changes the membership and beneficiaries of the Trust.

### **23.3 Amendment to make definitions consistent with Deed of Settlement and Settlement Act**

Notwithstanding any other provision in this Deed to the contrary, this Deed must be amended by the Trustees to make the definition of Members of Tapuika, Tapuika, and Tapuika Claims the same as that set out in the Deed of Settlement and the Settlement Act. If the Deed is amended due to operation of this sub-clause a Special Resolution passed in accordance with the Fourth Schedule is not required.

**23.4 Consideration of proposals**

Every Adult Registered Member of Tapuika may put forward for consideration by the Trustees proposals for amendments to this Deed. Any proposal put forward under this clause 23.4 must be in writing and addressed to the Chairperson at the registered office of the Trustees. Any proposal put forward under this clause 23.4 must be considered by the Trustees at their next available meeting. If the Trustees do not discard the proposal in accordance with clause 23.5 they may, in their discretion, discuss this at the next Annual General Meeting.

**23.5 Proposals to be discarded**

Where a proposal for amendment to this Deed does not comply with clause 23.2, the Trustees may, in their discretion, discard the proposal and will not be required to call a Special General Meeting in accordance with the Fourth Schedule.

**23.6 Amendment to make Trust a charity:**

Notwithstanding any other provision in this Deed to the contrary, this Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity and to qualify for any tax exemptions available from time to time for registered charitable entities provided that any such amendment:

- (a) is made in accordance with clause 23.1;
- (b) does not change the Trust's Purposes so that the Trust is no longer required to act for the benefit of the present and future members of Tapuika; and
- (c) is not made within three (3) years of the Settlement Date.

**23.7 Amendment to make Trust a “Mandated Iwi Organisation”:**

Notwithstanding any other provision in this Deed to the contrary, this Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a Mandated Iwi Organisation pursuant to the Maori Fisheries Act 2004, provided that any such amendment:

- (a) is made in accordance with clause 23.1; and
- (b) does not change the Trust's Purposes so that the Trust is no longer required to act for the benefit of the present and future members of Tapuika.

**24. TERMINATION OF TRUST**

Subject to clause 23.2:

- (a) The Trust shall only be terminated or dissolved if the Adult Registered Members of Tapuika have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Trust's Purposes; and
- (b) On the termination or dissolution of the Trust, the Trust Fund after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of Tapuika, as the Adult Registered Members of Tapuika shall by Special Resolution decide.

## **25. POWER TO RESETTLE**

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

- (a) any such settlement or resettlement must comply with any relevant legislation;
- (b) the settlement or resettlement may only be promoted if a Special Resolution supporting it is put and passed at a General Meeting in accordance with the Fourth Schedule; and
- (c) the settlement or resettlement is upon trusts for the benefit of the present and future Members of Tapuika.

## **26. PERPETUITIES**

Unless stated otherwise in the Settlement Act, the perpetuity period for the Trust is the period that commences on the date of this Deed and ends eighty years less one day after that date of this Deed, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Trust is hereby specified accordingly.

## **27. KEEPING OF RECORDS**

### **27.1 Records to be held for seven years:**

All minutes and other records of any proceedings of the Trustees and any companies and other entities in the Tapuika Group must be held by the Trustees and those companies and other entities for a period of not less than seven years.

### **27.2 Records may be retained for longer:**

Notwithstanding clause 27.1 the Trustees and any other entities within the Tapuika Group may hold on to any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Trust or entity to which the information relates.

## **28. DISPUTE RESOLUTION**

### **28.1 Disputes:**

In the event that a dispute arises regarding membership or otherwise in connection with the tikanga, kawa, whakapapa and customary practices of Tapuika then that dispute shall be referred in first instance to the Trustees.

### **28.2 Notice of Dispute:**

All disputes referred to the Trustees in accordance with clause 28.1 shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.



**28.3 Reference of Dispute:**

If a dispute is not settled within 60 days of the receipt by the Trust of written notice of the dispute in accordance with clause 28.2 then, if requested by a party to the dispute, it shall be referred to a Disputes Committee constituted in accordance with clause 28.4 and 28.5.

**28.4 Dispute Committee to be Appointed as required:**

There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed on a case by case basis, having regard to the precise subject matter of the dispute, and only after the expiry of the 60 day period referred to in clause 28.3.

**28.5 Appointment and composition of Disputes Committee:**

A Disputes Committee shall be appointed on terms determined by the Trustees at the time of appointment, and shall comprise three persons, (at least two of whom are Members of Tapuika), and who in the view of the Trustees have the skills and expertise to deal with the issues that are the subject of the relevant dispute, provided that such persons cannot also be Trustees or employees of the Trust although they may be a member or members of the Nga Koeke Advisory Council..

**28.6 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. The Disputes Committee may, at the cost of the Trust, seek the advice or assistance of a Barrister or Solicitor with a minimum of seven years' experience with regard to the requirements of natural justice in any instance, or such other matters of process and evidence as the Disputes Committee thinks fit, provided that the Disputes Committee has given written notice to the Trust of the intention to obtain that advice and the estimated cost of doing so. .

**28.7 Deliberations of Disputes Committee:**

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

**28.8 Disputes Committee may convene hui:**

In facilitating the resolution of any dispute a Disputes Committee may convene a general meeting of Tapuika in order to discuss the matters that are in dispute.

**28.9 Hui to meet notice requirements:**

Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of Tapuika as set out in this Deed.

**28.10 Notification of Outcome**

A Disputes Committee shall conduct its process and reach a decision in a timely manner having regard to the issue in dispute. The Disputes Committee shall give its



SIGNED by the said )  
**JOHN PINI** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said )  
**MELANIE BIEL** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said )  
**ATEREMU DOUGLAS MCNEILL** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said )  
**VINCENT KIHIRINI** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said )  
**CAROL BIEL** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said )  
**TEIA WILLIAMS** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said )  
**DEAN FLAVELL** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said )  
**HINEMATAU MCNEILL** )  
in the presence of: )

(Witness):

(Witness Occupation):

(Witness Address):

SIGNED by the said  
**GEOFF RICE**  
in the presence of:

)  
)  
)

(Witness):

(Witness Occupation):

(Witness Address):

## **FIRST SCHEDULE -MEMBERSHIP OF TAPUIKA AND TAPUIKA REGISTER**

### **1. TRUSTEES TO KEEP REGISTER**

#### **1.1 Requirements of Trustees**

- (a) The Trustees must have and maintain a register of Members of Tapuika that:
- i. includes the name, date of birth, contact details, primary place of residence, and hapu affiliation or affiliations of every Member of Tapuika;
  - ii. is available for inspection by Members of Tapuika in order to view their own registration details;
  - iii. is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, in order to view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and
  - iv. allocates a member registration number to each Member of Tapuika entered in that register.
- (b) The Trustees must make ongoing efforts to register all Members of Tapuika on the Tapuika Register.

### **2. FORM OF APPLICATION**

#### **2.1 Eligibility to apply and contents of application**

- (a) An application to be entered in the Tapuika Register may be made by any of the following:
- i. An Adult Member of Tapuika on his or her own behalf or by his or her legal guardian;
  - ii. the parent or legal guardian of a Member of Tapuika who is not an Adult Member of Tapuika;
  - iii. an Adult Member who, in the opinion of the Trustees, stands in the stead of a parent of a Member of Tapuika; and
  - iv. a Trustee on behalf of a Member of Tapuika with that Member's consent.
- (b) In each case that application must contain:
- i. the full name, date of birth, email address (if any), primary place of residence and postal address of the applicant;
  - ii. the name of the hapu to which the applicant claims affiliation;
  - iii. such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Tapuika, including details of the applicant's hapu and whakapapa (genealogical) connection to Tapuika.

**3. MEMBERSHIP VALIDATION COMMITTEE TO BE ESTABLISHED:**

- (a) The Trustees shall establish a Membership Committee to make decisions on all applications made pursuant to rule 2 of this Schedule by any person for the recording in the Tapuika Register of that person's membership of Tapuika.
- (b) The Membership Committee shall comprise not less than 4 Members of Nga Koeke Council appointed by the Trustees from time to time, with the expertise and knowledge of Tapuika whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge may also be appointed to the Membership Committee.

**4. CONSIDERATION OF APPLICATIONS:**

All applications for membership pursuant to rule 2 of this Schedule together with any supporting evidence shall be forwarded by the Trustees to the Membership Committee.

**5. DECISIONS TO BE MADE ON APPLICATIONS:**

Upon receipt of an application for membership in accordance with rule 2 of this Schedule the Membership Committee shall consider the application and shall make a decision as to whether or not the applicant should be accepted as a Member of Tapuika.

**6. 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 Trust, which shall in turn notify the applicant and enter the applicant's name and other relevant details (including member registration number if any) in the appropriate part of the Tapuika Register.

**7. 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 Trustees together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

**8. UNSUCCESSFUL APPLICANT MAY REAPPLY:**

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous, application) as to the applicant's status as a Member of Tapuika.

**9. REGISTRATION NOT NECESSARY**

To avoid doubt, it shall not be necessary, in order to be considered a Member of Tapuika for the purposes of clause 2.2 of the Deed, for a Member of Tapuika to be registered in accordance with this Schedule.

**10. DE-REGISTRATION BY MEMBER OF TAPUIKA**

To avoid doubt, a registered Member of Tapuika may, at any time, request in writing that his or her registration be removed. His or her registration will be deemed removed at the date on which the written request is received at the registered office of the Trust.

**11. MAINTENANCE OF REGISTER****11.1 Trust to establish policies:**

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Tapuika Register is maintained in a condition that is as up to date, accurate and as complete as possible in recording the Members of Tapuika.

**11.2 Assistance in identifying membership:**

In maintaining the Tapuika Register, the Trustees shall include in the policies that they develop, policies for assisting in the identification and registration of those Members of Tapuika that are not for the time being on the Tapuika Register. Such policies shall include policies as to the nature of the assistance that the Trustees will provide to those persons that believe that they are Members of Tapuika but for whatever reason are not able to establish such membership.

**11.3 Responsibility of Members of Tapuika:**

Notwithstanding rules 1, 8.2 and 9.1 of this Schedule it shall be the responsibility of each person who is a Member of Tapuika (or in the case of those persons under 18 years, the parent or legal guardian of that person or an Adult Member who, in the opinion of the Trustees, stands in the stead of a parent of such a Member of Tapuika) to ensure that his or her name is included in the Tapuika Register and that his or her full postal address for the time being is provided and updated.

**11.4 Consequences of registration:**

Registration of any person on the Tapuika Register as a Member of Tapuika shall be conclusive evidence of that person's status as a Member of Tapuika.



## SECOND SCHEDULE - ELECTIONS OF TRUSTEES

### 1. PROCEDURE

#### 11.5 Appointment of Trustees

- (a) The Trustees shall be elected in accordance with the rules and procedures set out in this Schedule.
- (b) Each Trustee shall be elected as a Trustee to represent the interests of all Tapuika

#### 11.6 Trustees

- (a) Number of Trustees to be limited:

There shall be not more than 11 and not less than 5 Trustees at any one time.

- (b) Initial Trustees

The Trustees holding office under the 2006 Deed at the date this deed is executed shall remain in office under the Deed as Initial Trustees.

- (c) Trustees to be nominated by hapu and Taurahere

There shall be a maximum of two at any time from nominees of each of the following hapu:

Ngati Kuri;  
Ngati Marukukere;  
Ngati Moko; and  
Ngati Tuheke.

There shall be a maximum of one Trustee at any time from nominees of Taurahere residing north of Te Takapu o Tapuika in the North Island of New Zealand.

There shall be a maximum of one Trustee at any time from nominees of Taurahere residing south of Te Takapu o Tapuika in the North Island of New Zealand.

There shall be a maximum of one Trustee at any time from nominees of Taurahere residing in South Island of New Zealand.

Each vacant Trustee position shall be defined by reference to the hapu or Taurahere entitled to nominate trustees for that position. Every nominee for a hapu nomination must be affiliated to the relevant hapu. Every nominee for a Taurahere district must have his or her primary place of residence in that district.

## **12. ELIGIBILITY FOR APPOINTMENT**

### **12.1 Trustee to be registered member:**

To be elected a Trustee must, as at the closing date for nominations, be recorded in the Tapuika Register as an Adult Registered Member of Tapuika.

- (a) To be eligible for the office of Trustee, a nominee must be eligible in accordance with rule 2.8, and be nominated in accordance with rules 1.2 and 2.4 and 2.5 of this Schedule

### **12.2 Trustees not to be Trust employees:**

A Trustee shall not hold the position of chief executive officer or otherwise be employed as an employee of the Trustees.

### **12.3 Trustees may be Directors:**

Nothing in rule 2.2 of this Schedule or elsewhere prevents a Trustee from holding office as a director or trustee of any member of the Tapuika Group.

### **12.4 Nomination to be in writing:**

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than 5 Adult Registered Members of the relevant hapu or of Taurahere shown on the Tapuika Register as being entitled to vote in respect of the election of that candidate.

### **12.5 Other requirements of nomination:**

Every nomination must include a declaration signed by the nominee declaring:

- (a) that the nominee is not a person who is precluded from holding office as a Trustee under clause 2.8 of this Deed;
- (b) that the nominee has the skills required of a Trustee pursuant to rule 2.6 of this Schedule and will comply with the minimum requirements for a Trustee set out in rule 2.7 of this Schedule;
- (c) all other current positions and offices held by the nominee;
- (d) any actual or potential conflicts of interest of which the nominee is aware;
- (e) any relevant qualifications and experience of the nominee.

The consent of each candidate to his nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trust, withdraw his or her nomination.

### **12.6 Skills and Knowledge Required of Trustees**

A Trustee shall:

- (a) Have a sound knowledge of Tapuika tikanga; and
- (b) Have a sound knowledge of the legal obligations of a Trustee.
- (c) Be able to communicate effectively both orally and in writing; and

- (d) Have the skills required to perform the minimum requirements for Trustees set out in clause 2.7 of this Schedule.

### **12.7 Minimum requirements for Trustees**

A Trustee shall:

- (a) attend all Trustee meetings unless excused;
- (b) have a working knowledge of the Trust Deed;
- (c) have a working knowledge of the Trust's obligations under any relevant legislation;
- (d) adhere to the Trust's procedures;
- (e) be able to articulate responsible views in Trust discussions;
- (f) have a basic understanding of the issues presented to the Trust at each meeting; be able to analyse and prioritise issues and be willing to make informed decisions for the benefit of all Tapuika;
- (g) be prepared to actively participate in development workshops and opportunities;
- (h) at all times apply the tikanga of Tapuika in their Trustee role.

### **12.8 Eligibility for nomination**

Notwithstanding the forgoing rules of this Schedule, an Adult Registered Member of Tapuika shall not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (a) is or has ever been convicted of an indictable offence or an offence involving dishonesty as defined in section 2(1) 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);
- (b) is bankrupt or has made any composition or arrangement with his or her creditors;
- (c) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (d) has within the last 3 years been removed from the office of Trustee in accordance with clause 22.3 of the Deed.

## **13. TIMING OF ELECTIONS**

The elections for Trustees in any given Financial Year must, except in the case of elections to fill casual vacancies under rule 14.6 of this Schedule, be concluded by the time of the annual general meeting of the Trust in that Financial Year.

## **14. ELECTION OF TRUSTEES**

The Adult Members of Tapuika listed in the Tapuika Register shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule.

## **15. MAKING OF NOMINATIONS**

### **15.1 Calling for nominations:**

The Trust shall give notice calling for nominations for those Trustee positions for which elections are required at least 3 months before the annual general meeting of the Trust for that Financial Year, and in any event in sufficient time for the election to be concluded in accordance with rule 3 of this Schedule. Such notice shall specify the method of making nominations and the latest date by which nominations must be made and lodged with the Trust or such other person as the notice directs.

### **15.2 Timing for nominations:**

All nominations must be lodged with the Trust no later than 21 days following the date upon which the notice calling for nominations is first given.

### **15.3 Form of notice:**

All notices given under rule 5.1 shall be given:

- (a) by post, or at the discretion of the Trustees by email transmission, where available, to each Member of Tapuika eligible to vote in the election for which a nomination is called. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) by inserting an advertisement in a major metropolitan newspaper circulating in each region where the Trust considers that a significant number of eligible voters reside;
- (c) on the Trust's website if it has one; and
- (d) by such other means (if any) as the Trustees may determine

### **15.4 Inclusion of invitation to register:**

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Tapuika Register, and shall set out the date upon which the registration must be received for the applicant, if successful, to be eligible to vote in the notified election, being the same date as that fixed as the latest date for making and lodging nominations.

## **16. HOLDING OF ELECTIONS**

### **16.1 Mode of Voting at Elections:**

Subject to rule 6.3 of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may either be delivered to the Chief Returning Officer by post, at a polling station, if a polling station is nominated by the Trustees for that purpose, or by such other means as the Trustees may determine. A polling station, may, to the extent notified in any advertisement issued in accordance with rule 6.2 of this Schedule, receive voting forms in respect of the election of Trustees.

### **16.2 Advertisement of polling station:**

Subject to rule 6.3 of this Schedule, if the Trustees in their discretion consider that a physical polling station, or stations should be provided for in any election, the

location(s) of the polling station,(s) shall be advertised in one or more newspapers circulating in the area where the polling station(s) is to be located. Such an advertisement must be run at least 28 days prior to the date of the close of the elections. The polling station(s) shall be open on the closing date for the election.

**16.3 No elections where nominees equal vacancies:**

In the event that the total number of nominations of Trustees by any hapu or by Taurahere is equal to the total number of vacancies to be filled by nominees of that hapu or Taurahere district, no election shall be necessary for those trustees and the person or persons nominated shall be deemed to have been duly elected.

**16.4 Eligibility to vote and number of votes to be cast:**

Subject to rule 6.6 of this Schedule, each Adult Registered Member of Tapuika is eligible to cast one vote:

- (a) for a nominee of a hapu if the Adult Registered Member of Tapuika is registered as being affiliated to that hapu in the Tapuika Register; and
- (b) for the election of a nominee of a Taurahere district if the Adult Registered Member of Tapuika is registered as having his or her primary residence in that district for which the election is taking place.

**16.5 Trustee Positions:**

In any election of Trustees the highest polling candidate for each vacant position shall be the elected Trustee of the Trust.

**16.6 Date by which Members to be registered:**

- (a) The date by which an Adult Member of Tapuika must be recorded on the Tapuika Register as a Member of Tapuika so as to receive a postal (or electronic) notice of the election is the date upon which nominations for appointment as a Trustee closes.
- (b) The date by which an Adult Member of Tapuika must be recorded on the Tapuika Register as a Member of Tapuika so as to be eligible to vote in the election of a trustee shall be the closing date for the election.

**17. NOTICE OF ELECTIONS**

**17.1 Notice to be given:**

Immediately after the closing date for nominations, the Trustees shall, where an election is required:

- (a) fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
- (b) subject to rules 6.2 and 7.2, set a date and venue for the polling station(s), if any.

**17.2 Period of Notice:**

The Trust shall give not less than 28 days' notice of the closing date for the elections and the method by which votes may be cast as set out in rule 6.1 of this Schedule.

**17.3 Method of Giving Notice:**

All notices given under rule 7.2 of this Schedule 5.1 shall be given:

- (a) by post (or by electronic form where available) to each Member of Tapuika eligible to vote in the election for which a nomination is called. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) by inserting an advertisement in a major metropolitan newspaper circulating each region where the Trust considers that a significant number of eligible voters reside;
- (c) on the Trust's website if it has one; and
- (d) by such other means (if any) as the Trustees may determine

**17.4 General Content of Notices:**

Every notice given in accordance with rule 7.3(a) (b) and (c) of this Schedule shall contain:

- (a) a list of the candidates for election for each trustee position, and the hapu or Taurahere district those candidates are nominated by;
- (b) the date, time and place of any polling station; and
- (c) the method by which votes may be cast as set out in rule 6.1 of this Schedule.

**17.5 Additional Content of Postal Notice:**

Each notice given in accordance with rule 7.3(a) of this Schedule shall also contain:

- (a) a voting form that complies with rule 8.1;
- (b) details of the procedure to be followed in making a vote by post, including the date by which the voting form must be received by the Chief Returning Officer; and
- (c) a statement that voting forms may either be posted to the Chief Returning Officer, or delivered to the polling station, if applicable.

**17.6 Additional Information in Other Notices:**

Each notice given in accordance with rule 7.3(b) (c) and (d) of this Schedule shall also give details about how voting forms may be obtained.

**18. POSTAL VOTING****18.1 Other details to accompany vote:**

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

**18.2 Timing of Postal Votes:**

Votes must be made no later than the closing date for the election of the Trustees to which the postal vote relates. Votes otherwise validly cast are valid and able to be counted if they are received by post by the Chief Returning Officer no later than 3 days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

**18.3 Chief Returning Officer to receive voting forms:**

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

**19. APPOINTMENT OF CHIEF RETURNING OFFICER****19.1 Appointment of Chief Returning Officer:**

For the purposes of elections the Trustees shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections and may appoint such other persons ("nominee") as he or she considers necessary to assist with that task provided that such persons shall also not be Trustees or employees of the Trust.

**20. COUNTING OF VOTES****20.1 All votes to be counted:**

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

- (a) The Chief Returning Officer shall reject as invalid any voting form
- i. for which there is reasonable cause to believe that it is not in the form prepared by the Trustees for the purpose of the ballot;
  - ii. cast by a person who is not an Adult Registered Member of Tapuika
  - iii. that does not clearly indicate the nominee for which the voter intended to vote; or
  - iv. That does not otherwise comply with the requirements of this Deed.
- provided that no voting form shall be rejected as invalid by reason only of some informality in the manner in which it has been dealt with by the voter if the voting form is otherwise regular and if in the opinion of the Returning Officer the intention of the voter is clearly indicated.
- (b) The nominee(s) from each relevant nominating hapu or Taurahere district with the highest number of valid votes shall be the successful candidate(s).

**20.2 Certification and notifying election result:**

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. The Trustees shall

thereafter advise the candidates of the result and give notice of the same at the Annual General Meeting of the Trustees in accordance with clause 13.1(d).

**20.3 The Chief Returning Officer to be present at polling station:**

The Chief Returning Officer or his or her nominee must be present at all times at any polling station, supervise the voting process at the polling station, and be available to collect any completed voting forms at the polling station. The Chief Returning Officer or his or her nominee shall also ensure that additional voting forms are available at the polling station.

**21. RETENTION OF ELECTION RECORDS**

**21.1 Compiling and sealing voting records:**

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

**21.2 Retention and disposal of packets:**

The sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trustees for a period of 3 months from the closing date for making votes in the election to which the packet relates. At the expiry of that 3 month period the packets shall be destroyed unopened.

**22. REVIEW OF ELECTION RESULTS**

**22.1 Candidates may seek review:**

Any candidate may, within 14 days after the certification of the election result and the giving of notice by the Trustees in respect of that election, seek a review of that election.

**22.2 Appointment of Electoral Review Officer:**

For the purposes of carrying out reviews in respect of any election, the Trustees shall, prior to every election, appoint an Electoral Review Officer, for the purposes of that election.

**22.3 Electoral Review Officer to conduct reviews:**

All reviews shall be carried out by the Electoral Review Officer from time to time as requested under rule 12.4.

**22.4 Form of request for review:**

All applications for a review shall be submitted to Trustees and:

- (a) shall be in writing;



- (b) shall set out the grounds for the review with sufficient particularity to enable the Electoral Review Officer to ascertain precisely the basis upon which the review is being sought; and
- (c) shall be accompanied by any evidence that the applicant for review has to substantiate the grounds given in the application.

**22.5 Service of application on other candidates:**

The application for review and any accompanying evidence shall also be served by the candidate seeking the review upon all other candidates in the election to which the review relates, either at the same time, or as close thereto as is possible, as the review application is lodged with the Trustees.

**22.6 Costs:**

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

**23. CONDUCT OF REVIEW**

**23.1 Notification of Electoral Review Officer:**

Upon the receipt of an application for review the Trustees shall notify the Electoral Review Officer and provide to him or her:

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

**23.2 Electoral Review Officer to exercise wide powers:**

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

**23.3 Electoral Review Officer to be guided by substantial merits:**

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

**23.4 Certification of result of review:**

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

**23.5 Decision to be final:**

All decisions of the Electoral Review Officer shall be final and there shall be no other rights of review or appeal granted by the Trustees.

**24. TERM OF OFFICE****24.1 Term of office:**

The Trustees from time to time shall hold office for a term of 3 years.

**24.2 Date of appointment of Initial Trustees**

The Initial Trustees shall be deemed to have been appointed as Trustees on the date of their election under the 2006 Deed.

**24.3 Term following retirement of initial Trustees:**

Each Trustee shall hold office until the conclusion of the Annual General Meeting of the Trust in the third Financial Year following his or her election. However, if because of a review of the election of a Trustee's replacement under rule 13 of this Schedule the election of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall, if willing, continue to hold office by virtue of his or her previous election until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant Annual General Meeting.

**24.4 Eligibility of retiring Trustees:**

Retiring Trustees shall be eligible for re-election.

**24.5 Casual vacancies:**

Should:

- (a) There be no person elected to replace a Trustee following that Trustee's retirement; or
- (b) Any casual vacancy arise prior to the expiry of any Trustee's term of office; and
- (c) the term to run for that vacant position in either 14.6 (a) and 14.6 (b) exceeds six months;

then that vacancy shall be filled by the holding of a further election in accordance with this Schedule.

**24.6 Term of casual appointments:**

In the case of an election pursuant to rule 14.5 of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:

- (a) In the case of a Trustee elected pursuant to rule 14.5(a), for the same term as that Trustee would have been appointed had he or she been elected, immediately following the retirement of the previous Trustee; or
- (b) In the case of a Trustee elected pursuant to rule 14.5 (b), for the balance of the term of office of the Trustee that he or she has replaced.

**25. TERMINATION OF OFFICE OF TRUSTEES****25.1 Termination of office of Trustees:**

Notwithstanding the forgoing rules of this Schedule, a Trustee shall cease to hold office if he or she:

- (a) retires from office by giving written notice to the Trust;
- (b) completes his or her term of office and is not re-elected;
- (c) refuses to act;
- (d) is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (f) becomes physically or mentally incapacitated to the extent that the balance of the Trustees resolve by a 75% majority that the Trustee is unable to perform the duties of a Trustee in the best interests of the Trust ;
- (g) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (h) is or has ever been convicted of an indictable offence, or an offence involving dishonesty as defined in section 2(1) 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);
- (i) has within the last 3 years been removed from the office of Trustee in accordance with clause 22.3 of this Deed.

**26. RECORD OF CHANGES OF TRUSTEES****26.1 Record of changes of Trustees:**

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

## 27. INITIAL TRUSTEES

### 27.1 Record of Initial Trustees, their nominating hapu and term:

<b>Full name of Initial Trustee</b>	<b>Hapu affiliation or Taurahere district</b>	<b>Date elected</b>
Nuia KOKIRI	Ngati Kuri hapu	01 July 2009
Te Hira ROBERTS	Ngati Kuri hapu	01 July 2011
Carol BIEL	Ngati Moko hapu	01 July 2009
Vincent KIHIRINI	Ngati Moko hapu	01 July 2011
Teia WILLIAMS	Ngati Tuheke hapu	01 July 2009
Dean FLAVELL	Ngati Tuheke hapu	01 July 2011
Melanie Beil	Ngati Marukukere hapu	01 July 2011 –
John PINI	Ngati Marukukere hapu	14 April 2012
Dr Hinematau MCNEILL	Te Tai Tokerau taurahere	01 July 2010
Ateremu NCNEILL	Te Waipounamu taurahere	01 July 2010
Geoff RICE	Te Tai Tonga Taurahere	01 July 2010

### **THIRD SCHEDULE - PROCEEDINGS OF TRUSTEES**

#### **1. TRUSTEES TO REGULATE MEETINGS**

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

#### **28. NOTICE OF MEETING**

##### **28.1 Notice to Trustees:**

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Trustee at least 7 days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

##### **28.2 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.

##### **28.3 Waiver of notice:**

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

##### **28.4 Deficiency of notice:**

Subject to rule 2.4 of this Schedule, no deficiency in the giving of notice for any meeting of Trustees shall otherwise invalidate such meeting or the proceedings at such meeting.

#### **29. QUORUM**

A quorum at meetings of the Trustees shall consist of one Trustee nominated by each hapu and one Taurahere representative.

#### **30. CHAIRPERSON AND DEPUTY CHAIRPERSON**

##### **30.1 Trustees to elect:**

At the first meeting of the Trustees following each Annual General Meeting the Trustees shall appoint one of their number to be Chairperson and (at their discretion)

one to be Deputy Chairperson. The Chairperson and Deputy Chairperson must have served at least one year as Trustee.

### **30.2 Termination of office:**

The Chairperson (or Deputy Chairperson) will cease to hold office as Chairperson (or, as the case may be, Deputy Chairperson) in the event that he or she resigns from that office, ceases to be a Trustee or is removed from office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further election shall be held for the position in accordance with rule 4.1.

## **31. PROCEEDINGS AT MEETINGS**

### **31.1 Decisions by majority vote:**

Unless stated otherwise in this Deed, questions arising at any meeting of Trustees shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

### **31.2 Chairperson:**

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

### **31.3 Vacancies:**

The Trustees may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the quorum fixed by these rules, the continuing Trustees may act only for the purpose of advising of the vacancy and taking the steps necessary to procure the election of new Trustees to fill any vacancy or vacancies, and for no other purpose.

### **31.4 Defects of appointment:**

All acts done by any meeting of the Trustees or of any committee shall be valid as if every such person had been duly appointed and was qualified to act notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were ineligible for election pursuant to clause 2.8 of the Second Schedule.

### **31.5 Unruly meetings:**

If any meeting of Trustees 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 of the meeting becomes unduly protracted, the chairperson of the meeting may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

## **32. RESOLUTIONS**

A written resolution signed by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the committee (as the case may be), or more than one email transmission confirming the approval of each Trustee or committee member to the terms of the resolution.

## **33. MINUTES**

### **33.1 Minutes to be kept:**

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

### **33.2 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.

### **33.3 Minutes to be evidence of proper conduct:**

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

## **34. TELECONFERENCE MEETINGS**

(a) A meeting of Trustees may be held by the contemporaneous linking together of Trustees by telephone, video calling or other means of instantaneous communication provided that the provisions of this deed relating to the calling and conduct of meeting are followed, subject to the following modifications:

- i. The notice of the meeting must contain details of the communication links to be used and how this is to be accessed by the Trustees;
- ii. Each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting; and
- iii. At the commencement of the meeting each Trustee must acknowledge the Trustee's presence for the purpose of the meeting to all other Trustees taking part and any Trustee joining or leaving the meeting after its commencement must announce that fact, provided that no Trustee may leave the meeting without the permission of the Chair.

(b) a minute of the proceedings at the 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.

## **FOURTH SCHEDULE -PROCEDURE FOR PASSING A SPECIAL RESOLUTION**

### **1. THIS SCHEDULE TO APPLY**

#### **34.2 A Special Resolution**

- (a) to approve a Major Transaction in accordance with clause 2.3;
  - (b) to amend this Deed in accordance with clause 22;
  - (c) to terminate the Trust in accordance with clause 23;
  - (d) to approve a capital distribution in accordance with clause 3.2(e); or
  - (e) as is otherwise required by the terms of this Deed.
- shall only be passed as set out in this Schedule.

### **35. POSTAL VOTING AND SPECIAL GENERAL MEETING**

Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the Special General Meeting held for the purposes of considering the Special Resolution, or by post.

### **36. VOTING**

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

### **37. SPECIAL GENERAL MEETING REQUIRED**

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

### **38. NOTICE**

#### **38.1 Notice of Special General Meeting:**

The Trustees shall give not less than twenty-eight (28) days' notice of the date, time and place of the Special General Meeting called for the purposes of considering any Special Resolution (with the intent that notice of the postal vote and the Special General Meeting shall be given in the same notice).

#### **38.2 Method of giving notice:**

Notice of a Special General Meeting called for the purposes of considering a Special Resolution shall be given:



- (a) by post, or at the discretion of the trustees, by email transmission where available, to each Adult Registered Member of Tapuika. If notice sent to an electronic address fails, and the Trust is aware of the failure, then the notice must subsequently be sent to the last known physical address;
- (b) by inserting an advertisement in a major metropolitan newspaper circulating in each region where the Trust considers that a significant number of eligible voters reside;
- (c) on the Trust's website if it has one; and
- (d) by such other means (if any) as the Trustees may determine.

**38.3 Content of notice to members:**

All notices given in accordance with rule 5.2(a) of this Schedule shall contain:

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

**38.4 Content of advertisement:**

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

**39. POSTAL VOTING**

**39.1 Other details to accompany vote:**

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

**39.2 Timing of Postal Votes:**

Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

**39.3 Postal Votes may be received at the Special General Meeting:**

Voting forms may be delivered to the Chief Returning Officer at the Special General Meeting, rather than being posted.

#### **40. APPOINTMENT OF CHIEF RETURNING OFFICER**

##### **40.1 Appointment of Chief Returning Officer:**

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

##### **40.2 Chief Returning Officer to receive voting forms:**

Voting forms must be addressed to the Chief Returning Officer.

##### **40.3 Chief Returning Officer to be present at Special General Meeting:**

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

##### **40.4 Eligibility to Vote:**

- (a) The date by which an Adult Member of Tapuika must be recorded on the Tapuika Register so as to receive a postal (or electronic) notice of the election is 42 days before the Special General Meeting.
- (b) The date by which an Adult Member of Tapuika must be recorded on the Tapuika Register as a Member of Tapuika so as to be eligible to vote on a special resolution is the date of the Special General Meeting.

##### **40.5 Only one vote to be cast:**

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Tapuika who votes on the Special Resolution.

##### **40.6 Recording of votes:**

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

#### **41. COUNTING OF VOTES**

##### **41.1 All votes to be counted:**

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

- (a) The Chief Returning Officer shall reject as invalid any voting form
  - i. for which there is reasonable cause to believe that it was not prepared by the Trustees for the purpose of the ballot;
  - ii. cast by a person who is not a Registered Adult Member of Tapuika
  - iii. that does not clearly indicate whether the voter intended to vote for or against any proposed resolution

iv. That does not otherwise comply with the requirements of this Deed

provided that no voting form shall be rejected as invalid by reason only of some informality in the manner in which it has been dealt with by the voter if the voting form is otherwise regular and if in the opinion of the Returning Officer the intention of the voter is clearly indicated.

**41.2 Certification and notifying result:**

Once all votes have been counted and the result of the Special Resolution determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the Special Resolution and communicate the result to the Trustees.

**42. PROCEEDINGS AT SPECIAL MEETING**

Except as otherwise set out in this Schedule the provisions of clause 13 shall apply to the holding of any Special General Meeting called for the purposes of considering a Special Resolution and the meeting shall be conducted accordingly

**FIFTH SCHEDULE - POWERS OF TRUSTEES****1. TRUSTEES POWERS**

Except as otherwise provided in this Deed, the Trustees shall have power in accordance with Clause 3.2 of this Deed:

- 1.1. To carry on or form any business, whether or not in partnership or joint venture, to achieve the Objects of the Trust;
- 1.2. To form or acquire any company to achieve the Trust's Purposes;
- 1.3. To enter into contracts for the provision of services to achieve the Trust's Purposes and to enter into joint ventures with other charitable entities in order to achieve the Trust's Purposes;
- 1.4. To open and maintain a bank account and to decide who will be the signatories to that account;
- 1.5. To acquire, hold and dispose of Property;
- 1.6. To lease Property;
- 1.7. To grant leases of Property;
- 1.8. To maintain, manage and improve Property;
- 1.9. To subdivide and/or develop property and grant such easements, interests and vest such roads and reserves as the Trustees think fit;
- 1.10. To borrow or obtain credit;
- 1.11. To guarantee or act as a surety;
- 1.12. To enter into, settle and amend derivative transactions;
- 1.13. To give security in respect of any obligation of the Trustees;
- 1.14. To apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustees or falling due in future;
- 1.15. In relation to any share or other security that is part of the Trust Fund:
  - 1.15.1. To exercise any voting or controlling or decision-making rights or powers attaching to it; and
  - 1.15.2. To 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;
- 1.16. To carry out and complete any scheme or arrangement for the amalgamation of any business or other interests;
- 1.17. To provide additional capital for any company, unit trust or other entity in which the Trustees hold an interest;

- 1.18. To consent or withhold consent, with or without conditions, and to negotiate and reach agreements in respect to any matter referred to the trust under the Resource Management Act 1991.
- 1.19. To advertise the Trust and the Objects;
- 1.20. To appoint or engage or employ any person or company for any period:
  - 1.20.1. As an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed; or
  - 1.20.2. As an attorney or delegate for the Trustees in New Zealand or elsewhere for all or any of the purposes of the Trust; or
  - 1.20.3. As a manager or agent for or on behalf of the Trustees in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustees or in which they are concerned; or
  - 1.20.4. As Secretary; or
  - 1.20.5. As an employee of the Trustees in all or any matters relating to the Trust;
- 1.21. To act upon any opinion or advice or information obtained from a person or entity referred to in paragraph 1.19.1 of this Schedule;
- 1.22. To determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust, or to apply for directions under section 66 of the Trustee Act 1956;
- 1.23. Generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Trust's Purposes; and
- 1.24. Subject to the express terms of the Deed, to pay any costs or expenses incurred in the course of the Trustees discharging, carrying out or exercising any of their duties and powers.