

Charter of Te Rūnanga o Ngāti Apa



[Consolidated Version including amendments to xx xx 2011](#)

TE RŪNANGA O NGĀTI APA CHARTER

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Te Rūnanga o
Ngāti Apa

TE RŪNANGA O NGĀTI APA CHARTER

Executed as a deed on the 20th day of July 2009 at Tini Waitara marae

HE WHAKAMARAMA

- A.** On 3 September 2008 Ngāti Apa initialled a Deed of Settlement with the Crown to settle Ngāti Apa's historical Treaty of Waitangi claims.
- B.** Under clause 9.1.1 of the Deed of Settlement Ngāti Apa was required to establish and have ratified a post settlement governance entity to receive settlement redress from the Crown.
- C.** On 4 October 2008 Ngāti Apa conducted a postal ballot amongst the adult members of Ngāti Apa to ratify the Ngāti Apa Charter and the establishment of a trust through that Charter to be called Te Rūnanga o Ngāti Apa. The intention was that Te Rūnanga o Ngāti Apa would become the post settlement governance entity to receive settlement redress from the Crown and would eventually replace the Te Rūnanga o Ngāti Apa Society Incorporated as the mandated representative of Ngāti Apa.
- D.** The initial terms of the Ngāti Apa Charter and establishment of Te Rūnanga o Ngāti Apa was approved by a majority 97% of the valid votes cast as part of the postal ballot.
- E.** Te Rūnanga o Ngāti Apa Society Incorporated, the Iwi Authority, on 20 July 2009, settled on Te Rūnanga o Ngāti Apa the sum of \$10 to be the initial Property of Te Rūnanga o Ngāti Apa to be held on trust by the trustees for the objects contained in this Charter.
- G.** This deed also enables Te Rūnanga o Ngāti Apa to act as the Mandated Iwi Organisation for Ngāti Apa for the purposes of the Māori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for the purpose of the Māori Commercial Aquaculture Claims Settlement Act 2004.

Ngāti Apa

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms:

In this Charter, unless the context otherwise requires:

“Adult Members of Ngāti Apa” means those Members of Ngāti Apa who are over 18 years of age;

“Adult Registered Members of Ngāti Apa” means those Members of Ngāti Apa over 18 years of age who are registered on the Ngāti Apa Register;

“Annual Catch Entitlement” has the meaning given to it in section (1) of the Fisheries Act 1996;

“Annual Plan” means the annual plan of the Rūnanga which:

- (a) is prepared in accordance with *clause 9.1*; and
- (b) while the Rūnanga is a Mandated Iwi Organisation for the purposes of the Māori Fisheries Act 2004, complies with the requirements of that Act;

“Annual Report” means the annual report of the Ngāti Apa Group which:

- (a) is prepared by the Rūnanga in accordance with *clause 10.1*; and
- (b) while the Rūnanga is a Mandated Iwi Organisation for the purposes of the Māori Fisheries Act 2004, complies with the requirements of that Act;

“Aquaculture Settlement Assets” means “Settlement Assets” under the Māori Commercial Aquaculture Claims Settlement Act 2004;

“Asset Holding Company” means:

- (a) a company established by the Rūnanga, and which for the time being meets the requirements for an Asset Holding Company under the Māori Fisheries Act 2004; and
- (b) includes any subsidiary of the Asset Holding Company;

and if the Trustees so determine, the Asset Holding Company may also be the Company;

“Balance Date” means ~~31 March~~ **30 June** or any other date that the Trustees by resolution adopt as the date up to which the Rūnanga’s financial statements are to be made in each year;

“Beneficiary” means every Member of Ngāti Apa and any Beneficiary Entity;

“Beneficiary Entity” means any entity or trust that:

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(a) ~~represents, or has as its beneficiaries, all or some of the Beneficiaries; and~~

(b) ~~does not represent, or have as a Beneficiary, any person who is not a Beneficiary; and, for the avoidance of doubt, includes a Corporate Entity;~~

~~“Balance Date” means 31 March or any other date that the Trustees by resolution adopt as the date up to which the Rūnanga’s financial statements are to be made in each year;~~

“**Business Day**” means any day in which registered banks are open for business in Marton;

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

“**Charter**” means this deed of trust and includes the recitals and the schedules to this deed;

~~“**Chief Executive**” means the Chief Executive of the Rūnanga appointed in accordance with *clause 5.1*;~~

“**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 10* 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 Rūnanga’s Purposes which has as its principal objective the maximising of financial or economic returns to the Ngāti Apa Group and shall include without limitation the management and administration of all forestry lands and commercial redress properties acquired in the settlement of the Ngāti Apa Claims;

“**Community Development Activities**” means any activity carried out in pursuit of the Rūnanga’s Purposes which has as its principal objective the cultural and social development of Ngāti Apa, and shall include without limitation:

- (a) the fostering of all aspects of Ngāti Apa tikanga, reo, kawa and korero;
- (b) the provision of support and assistance to Members of Ngāti Apa 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 Ngāti Apa; and

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- (d) the provision of funding to Ngāti Apa members for the cultural and social development of the iwi.

“Company” means the Company that the Rūnanga is required to establish pursuant to *clause 6* to undertake Commercial Activities;

“Constituent Rōpū” means the four functioning hapū collectives of Ngāti Apa and the fifth non-functioning Tuariki hapū collective, all referred to in the Fifth Schedule;

“Consolidated Financial Statements” means the consolidated financial statements of the Ngāti Apa Group prepared by the Rūnanga in accordance with *clause 10.1*;

“Corporate Entity” means any entity that is wholly owned or controlled by Te Rūnanga o Ngāti Apa;

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“Cultural Redress Assets” means those assets so described in the Deed of Settlement;

“Customary Rights” means rights according to tikanga Māori including rights to occupy land and in relation to the use of land or other natural or physical resources.

“Deed of Settlement” means the deed dated 8 October 2008 between representatives of Ngāti Apa and the Crown recording the settlement of the Ngāti Apa Claims;

“Deputy Chairperson” means the deputy chairperson from time to time of the Rūnanga if one is elected in accordance ~~of~~ with *rule 4* of the Third Schedule;

“Descended From” means a person who descends from another person by any one or more of the following:

- (a) birth;
- (b) legal adoption;
- (c) Māori customary adoption in accordance with Ngāti Apa tikanga.

“Disputes Committee” means a committee formed in accordance with *clauses 30.4 and 30.5*;

“Electoral Review Officer” means the person appointed to act as electoral review officer in accordance with *rule 13.2* of the Second Schedule;

“Fisheries Settlement Assets” means Income Shares and Settlement Quota received by the Rūnanga from either Te Ohu Kai Moana Trustee Limited or the Iwi Authority;

“Fishing Enterprise” means:

- (a) a fishing operation established in accordance with *clause 6.13* to utilise Annual Catch Entitlement from the Settlement Quota; and

- (b) includes any subsidiary of the Fishing Enterprise;

“**Five Year Plan**” means the five year plan of the Rūnanga prepared in accordance with *clause 9.2*;

“**Group Manager**” means the Group Manager of the Rūnanga appointed in accordance with *clause 5.1*;

“**Income Shares**” means income shares within the meaning of the Māori Fisheries Act 2004 that is held by the Asset Holding Company on behalf of Ngāti Apa;

“**Income Year**” means any year or accounting period ending on the Balance Date;

“**Initial Trustees**” means those persons who ~~have signed this Deed as trustees, such trustees are being~~ members of the executive committee of the Iwi Authority ~~at the time of the adoption of this Deed;~~

“**Iwi Aquaculture Organisation**” has the meaning given to it in the Māori Commercial Aquaculture Claims Settlement Act 2004;

“**Iwi Authority**” means Te Rūnanga o Ngāti Apa Society Incorporated, an incorporated ~~Society~~ society constituted under the Incorporated Societies Act 1908;

“**Major Transaction**” in relation to any member of the Ngāti Apa Group means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than 50% of the value of the Rūnanga’s assets before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than 50% of the value of the Rūnanga’s assets before the disposition; or
- (c) a transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than 50% of the value of the Rūnanga’s assets before the transaction;

but does not include:

- (d) any transaction, not being a transaction involving Income Shares or Settlement Quota, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Rūnanga’s assets; or
- (e) any acquisition or disposition of assets from or to any member of Ngāti Apa Group; or
- (f) any transfer of Income Shares or Settlement Quota by an Asset Holding Company to a subsidiary Asset Holding Company in accordance with section 16(3)(b) of the Māori Fisheries Act 2004; or
- (g) any exchange of Settlement Quota for quota of the same market value that is carried out in accordance with the requirements of the Māori Fisheries Act 2004 and in

compliance with any policy of the Rūnanga on quota exchanges that is notified in the Rūnanga's annual plan; provided however that:

- (h) nothing in paragraph (c) of this definition applies by reason only of the Rūnanga giving, or entering into an agreement to give, a charge secured over the Property of the Rūnanga the value of which is more than 50% of the value of the Property of the Rūnanga for the purpose of securing the repayment of money or the performance of an obligation;

and:

- (i) for the purposes of this definition, the value of the Rūnanga's assets shall be calculated based on the value of the assets of Ngāti Apa Group.

"Mandated Iwi Organisation" has the meaning given to it in the Māori Fisheries Act 2004;

"Member of Ngāti Apa" means a person who is referred to in the definition of Ngāti Apa.

"Membership Validation Committee" means the committee appointed in accordance with *rule 4* of the First Schedule;

"Ngāti Apa" means:

- (a) the collective group composed of:
 - (i) individuals Descended From one or more Ngāti Apa Ancestors; and
 - (ii) individuals who are members of a group referred to in the Fifth Schedule; and
- (b) the individuals referred to in sub-paragraph (a) of this definition; and

includes the following groups:

- (c) the groups referred to in the Fifth Schedule; and
- (d) any whanau, hapū or other group composed of individuals referred to in sub-paragraph (a) of this definition;

"Ngāti Apa Ancestor" means an individual who:

- (a) exercised customary rights by virtue of being Descended From:
 - (i) any of the individuals in the Sixth Schedule; or
 - (ii) a recognised ancestor of a group referred to in the Fifth Schedule; and
- (b) exercised customary rights predominantly in relation to the Ngāti Apa Area of Interest at any time after 6 February 1840;

"Ngāti Apa Area of Interest" means the Area of Interest of Ngāti Apa as identified and defined in the Deed of Settlement;

"Ngāti Apa Claims" means Ngāti Apa's historical claims against the Crown in respect of the Crown's breaches of its obligations to Ngāti Apa under the Treaty of Waitangi;

"Ngāti Apa Group" means the Rūnanga, the Company, the Asset Holding Company and the Trust, their wholly-owned subsidiaries (if any) and any trust(s) (whether incorporated or not) under their control;

“Ngāti Apa Register” means the register of Members of Ngāti Apa that is to be maintained by the Rūnanga in accordance with the First Schedule to this Charter;

“Private Notice” means a notice that is sent by any means that is private to the recipient and while the Rūnanga is the Mandated Iwi Organisation for Ngāti Apa complies with Kaupapa 4 of Schedule 7 to the Māori Fisheries Act 2004;

“Property” means all property (whether real or personal) and includes choses in action, rights, interests and money;

“Registrar-General of Land” or **“Registrar-General”** means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952;

“Related Person” means a person specified in section CW42(5) of the Income Tax Act 2007, the persons specified being:

- (a) a settlor or trustee of a trust by which the business is carried on; or
- (b) a shareholder or director of a company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by which a business is carried on; or
- (d) that person, where he or she and the settlor, trustee, shareholder or director already mentioned in this definition, are associated persons as defined in the Income Tax Act 2007;

“Rūnanga” means the trust created by this Charter which is to be called Te Rūnanga o Ngāti Apa and which on the passing of the Settlement Act, through its Trustees, is to succeed the Iwi Authority;

“Rūnanga’s Assets” means the trust fund of the Rūnanga and shall include all assets received or otherwise owned or acquired from time to time by the Rūnanga, including without limitation all land and other assets received pursuant to the Deed of Settlement and Settlement Act, any assets transferred from the Iwi Authority, and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Rūnanga;

“Rūnanga’s Purposes” means the objects and purposes set out in *clause 2.4*;

“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 Cash” means any money allocated and transferred to the Iwi Authority (and subsequently to the Rūnanga) pursuant to section 137(1)(f) of the Māori Fisheries Act 2004 by Te Ohu Kai Moana Trustee Limited or to the

Rūnanga pursuant to section 137(1)(f) of the Māori Fisheries Act 2004 by Te Ohu Kai Moana Trustee Limited;

“Settlement Quota” means the quota shares within the meaning of the Māori Fisheries Act 2004 held by the Asset Holding Company;

“Settlement Date” means the date defined as the Settlement Date in the Deed of Settlement or Settlement Act;

“Special Resolution” means a resolution that has been passed with the approval of not less than 75% of the Adult Registered Members of Ngāti Apa and/or the Adult Members of Ngāti Apa as the case may be, who validly cast a vote in accordance with the process set out in the Fourth Schedule;

“Statements of Intent” means the statements of intent prepared by the Company, the Asset Holding Company and the Trust in accordance with *clause 11.1*;

“Te Kawai Taumata” means the group of that name established under the Māori Fisheries Act 2004;

“Te Ohu Kai Moana Trustee Limited” means the company of that name formed under the Māori Fisheries Act 2004;

“The Trust” means the trust to be established by the Rūnanga pursuant to *clause 6* to undertake Community Development Activities;

“Trustees” means the trustees appointed from time to time in accordance with the Second Schedule of this Charter to represent Ngāti Apa and to act as the trustees for the time being of the Rūnanga and **“Trustee”** shall mean any one of those persons, but for the avoidance of doubt does not include any custodian trustee appointed in accordance with *clause 25* of this Charter.

1.2 Interpretation:

In this Charter, 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, rule, recital or a schedule shall be to a clause, rule, recital or a schedule to this Charter;
- (f) the schedules to this Charter shall form part of this Charter;

- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Charter;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993;
- (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 RŪNANGA

2.1 Rūnanga Established:

The Trustees acknowledge that they hold the Rūnanga's Assets upon the trusts and with the powers set out in this Charter. The Trustees further acknowledge that the trust hereby created shall be known as Te Rūnanga o Ngāti Apa.

2.2 Rūnanga Representative:

The Rūnanga shall be governed and administered by and in accordance with this Charter, and shall, through its Trustees, succeed the Iwi Authority. The Rūnanga shall be the representative for Ngāti Apa in all matters.

2.3 Powers of Rūnanga:

The Trustees, on behalf of the Rūnanga, shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall, in their capacity as Trustees, have the fullest powers necessary to do all such things that they consider necessary in their sole discretion to perform or otherwise carry out the Rūnanga's Purposes.

2.4 Objects and purposes of the Rūnanga:

The purposes for which the Rūnanga is established are to receive, manage and administer the Rūnanga's Assets on behalf of and for the benefit of the ~~present and future Members of Ngāti Apa~~ Beneficiaries in accordance with this Charter including, without limitation:

- (a) the promotion amongst Ngāti Apa of the educational, spiritual, economic, social and cultural advancement or well-being of Ngāti Apa and its whanau;
- (b) the maintenance and establishment of places of cultural or spiritual significance to Ngāti Apa;
- (c) the promotion amongst Ngāti Apa of mental health and well-being of the aged or those suffering from mental or physical sickness or disability;
- (d) to act as the Mandated Iwi Organisation and the Iwi Aquaculture Organisation for Ngāti Apa; and
- (e) any other purpose that is considered by the Rūnanga from time to time to be beneficial to Ngāti Apa.

2.5 Restriction on Major Transactions:

Notwithstanding *clause 2.3*, the Rūnanga and any entity which is a member of the Ngāti Apa Group 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 contingent upon approval by way of Special Resolution.

2.6 Transfer of Cultural Redress Assets

At a suitable time and subject to the Constituent Rōpū achieving suitable capacity and legal status to receive and manage such assets, the Rūnanga may transfer ownership of some or all Cultural Redress Assets to the Constituent Rōpū.

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES**3.1 Appointment in accordance with Second Schedule:**

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

3.2 Trustees to control Rūnanga affairs:

Subject to any requirements imposed by this Charter, the Deed of Settlement and the Settlement Act, the Trustees shall control and supervise the business and affairs of the Rūnanga in such a manner as they, in their sole discretion, see fit.

3.3 Proceedings of Trustees:

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

4. REMUNERATION OF TRUSTEES

- 4.1 The Trustees shall be remunerated for their services as trustees of the Rūnanga in accordance with the provisions of the Seventh Schedule.

5. ~~CHIEF EXECUTIVE GROUP MANAGER~~ AND OTHER EMPLOYEES**5.1 Rūnanga to appoint ~~Chief Executive Group Manager~~:**

The Rūnanga shall appoint a ~~Chief Executive Group Manager~~ to manage the day to day administration of the Rūnanga including without limitation the implementation of the Rūnanga's planning, reporting and monitoring obligations under this Charter.

5.2 Delegations to ~~Chief Executive Group Manager~~:

The ~~Chief Executive Group Manager~~ shall be responsible for the employment of all other employees of the Rūnanga and shall exercise such other powers and discretions as are delegated to him or her by the Rūnanga from time to time.

5.3 Trustees not to be employed:

A Trustee may not hold the position of ~~Chief Executive Group Manager~~ nor may a Trustee be an employee of the Rūnanga. However a Trustee may be remunerated or have their expenses paid as otherwise recorded in this Charter.

6. RŪNANGA TO ESTABLISH COMPANY AND TRUST

6.1 Establishment of Company and Trust:

In receiving, controlling, and supervising the use of the Rūnanga's Assets on behalf of Ngāti Apa, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Rūnanga shall establish and oversee the operations of the Company, any Asset Holding Company required and the Trust.

6.2 Asset Holding Company to be established:

The Rūnanga shall have an Asset Holding Company, which shall hold on behalf of the Rūnanga, for so long as they are retained, all Fisheries Settlement Assets.

6.3 Ownership and Control of Companies:

The Company and any Asset Holding Company shall be 100% owned and controlled by the Rūnanga.

6.4 Control of the Trust:

The trustees of the Trust shall be those laid down in *clause 7.3*, however the Rūnanga shall have and retain the power to appoint and remove any other trustees of the Trust, in their absolute discretion.

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6.5 The Company:

The Company, once established, shall as its objective and sole purpose manage those of the Rūnanga's Assets that are of a commercial nature, which the Company shall manage on a prudent, commercial and profitable basis and in doing so shall conduct or otherwise undertake all Commercial Activities of the Ngāti Apa Group, either itself or through any subsidiary established for that purpose, on behalf of and solely for the benefit of the Rūnanga in the furtherance of the Rūnanga's Purposes.

6.6 The Trust:

The Trust, once established, shall as its objective and sole purpose use and administer on behalf of the Rūnanga such of the Rūnanga's Assets as may be transferred or allocated to it for the purposes of conducting or otherwise undertaking Community Development Activities of the Ngāti Apa Group, either itself or through any subsidiary or other entity established for that purpose, on behalf of and solely for the benefit of Ngāti Apa in the furtherance of the Rūnanga's Purposes.

6.7 Rūnanga to monitor:

In giving effect to the Rūnanga's Purposes the Rūnanga shall be responsible for monitoring and otherwise overseeing the activities of any Asset Holding Company, the Company and the Trust. The Rūnanga shall not conduct or otherwise undertake Commercial Activities or, in competition with the Trust, Community Development Activities. The Rūnanga shall also exercise its ownership or other rights and interests in the Company and the Trust in such

a way as to promote the performance by the Company and the Trust of their respective objectives and respective sole purposes as set out in this Charter.

6.8 Assets held for Ngāti Apa:

All assets held and income derived by any member of the Ngāti Apa Group, including without limitation the Company and ~~the~~The Trust shall be held and derived for and on behalf of the Rūnanga.

6.9 Directors responsible for governance:

For the avoidance of doubt, and except as expressly provided by this Charter, all companies (including the Company) and other entities within the Ngāti Apa Group shall be governed by their respective boards and the role of the Rūnanga in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Rūnanga as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

6.10 Remuneration of directors and trustees:

The Rūnanga shall determine the remuneration payable to any:

- (a) director of the Company;
- (b) trustee or director of any other member of the Ngāti Apa Group including any Asset Holding Company (other than Trustees of the Rūnanga whose remuneration shall be determined in accordance with the Sixth Schedule).

6.11 No influence in determining remuneration:

No Trustee receiving any remuneration referred to in *clause 6.10* 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.

6.12 Establishment of Fishing Enterprise

If the Rūnanga wishes to establish its own fishing operation, utilising Annual Catch Entitlement from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, the Rūnanga to undertake those operations, which must not be the Asset Holding Company.

6.13 Strategic governance

Notwithstanding any other provision in this *clause 6* the Rūnanga must exercise strategic governance over:

- (a) any Asset Holding Companies or any Fishing Enterprise; and
- (b) the process to examine and approve annual plans that set out:
 - (i) the key strategies for the use and development of the Fisheries Settlement Assets of Ngāti Apa;
 - (ii) the expected financial return on those Fisheries Settlement Assets;
 - (iii) any programme to:

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- (aa) manage the sale of Annual Catch Entitlements derived from the Settlement Quota held by Asset Holding Companies; and
- (bb) reorganise the Settlement Quota held by any Asset Holding Companies or their subsidiaries, in the buying and selling of Settlement Quota in accordance with the Māori Fisheries Act 2004,

but not in such a manner as shall result in the Rūnanga or any of the Trustees being deemed to be a director of that or those companies under the Companies Act 1993, and nor shall this *clause 2-76.13* or any other provision of this Charter prevent the Rūnanga or any other member of the Ngāti Apa Group from entering into such arrangements with another company or trust as the Rūnanga shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in *clause 2.4*.

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7 APPOINTMENT OF DIRECTORS AND TRUSTEES

7.1 Appointment and removal of directors and trustees:

The directors of the Company and the trustees of ~~T~~the Trust shall be appointed and removed by the Rūnanga in their sole discretion.

7.2 Directors of the Company and Asset Holding Company:

There shall be not more than 5 and not less than 3 directors of the Company or any Asset Holding Company. At any time, there may not be more than 40% of the Directors of the Company or any Asset Holding Company who are also Trustees of the Rūnanga.

7.3 Trustees of the Trust:

The Trustees shall also be the trustees of ~~T~~the Trust and must exercise their trustee duties in relation to ~~T~~the Trust according to ~~T~~the Trust's deed and the law of trusts generally.

7.4 Appointments with regard to skills and expertise:

A director of the Company or any Asset Holding Company may only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that the Company and any Asset Holding Company undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.

7.5 Rotation of directors of the Company:

Two of the directors of the Company shall retire from office as at the date chosen for the annual general meeting of the Company in each year. The directors to retire shall be those who have been longest in office since their last appointment. However, in the case of directors who were last appointed on the same day, those to retire will be determined by agreement between

those directors or, if agreement cannot be reached, by lot. Retiring directors will, however, be eligible for reappointment.

8. APPLICATION OF INCOME

8.1 Company to remit funds to the Rūnanga:

The Company shall in each Income Year remit to the Rūnanga so much of the surplus income derived by the Company on behalf of the Rūnanga as is agreed between the Company and the Rūnanga having regard to:

- (a) the Company's objective and sole purpose in *clause* 6.5 of this Charter and the desirability of retaining and reinvesting income to meet that objective and purpose;
- (b) the projected operating requirements of the Company and its subsidiaries as set out in their plans; and
- (c) the responsibilities and duties of the directors of the Company to comply with the requirements of the Companies Act 1993.

8.2 Rūnanga to make payments to the Trust:

The Rūnanga shall in each Income Year pay such portion of its income as it may determine to the Trust. The Trust shall apply all such income received by it towards the fulfilment of its objective and sole purpose as set out in *clause* 6.6 of this Charter.

8.3 Trustees may apply income as they see fit:

Except as required by *clauses* 8.2, and subject to any other requirements in this Charter, the Rūnanga may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from the Company) in any Income Year as the Rūnanga in its sole discretion thinks fit for or towards the Rūnanga's Purposes.

8.4 Payments out of income:

The Rūnanga may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Rūnanga in its discretion from time to time thinks fit, including:

- (a) as a reserve against losses and contingencies, and the Rūnanga may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or
- (b) as a reserve to meet fluctuations of income in future years and other contingencies.

8.5 Matters to consider in applying income:

In making any decision as to the application of the income in any Income Year, the Rūnanga shall, in exercising its discretion:

- (a) determine how much of the income should cease to be income and be added to and form part of the capital of the Rūnanga's Assets,

provided that the Rūnanga may not in the Income Year convert the entire income of the Rūnanga into capital;

- (b) endeavour to act fairly in considering the present and future needs and interests of all Members of Ngāti Apa.

8.6 Accumulation in six months where income not applied:

Any income from any Income Year that is not paid or applied in accordance with this *clause 8* during or within the six months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Rūnanga's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Rūnanga's Assets.

9. PLANS

9.1 Rūnanga to prepare Annual Plan:

The Rūnanga shall prepare no later than one month before the commencement of each Income Year an Annual Plan which specifies in respect of that Income Year the following information:

- (a) the strategic vision of the Rūnanga for the Ngāti Apa Group;
- (b) the nature and scope of the activities proposed by the Rūnanga for the Ngāti Apa Group in the performance of the Rūnanga's purposes;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Ngāti Apa 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 Rūnanga's Assets having regard to the interests of all Members of Ngāti Apa.

9.2 Rūnanga to prepare Five Year Plan:

The Rūnanga shall also produce within 12 months following the execution of this Charter, and update not less than every two years, a Five Year Plan. Such a plan shall set out the longer term vision of the Rūnanga in respect of the matters referred to in *clause 9.1(a) to (f)* and shall include a statement by the Rūnanga of the commercial, management and distribution policies that the Rūnanga intends to follow in respect of the Rūnanga Assets.

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1 Preparation of Annual Report:

The Rūnanga must, within four months after the end of each Income Year, cause to be prepared an Annual Report on the affairs of the Ngāti Apa Group covering the accounting period ending at the end of that Income 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 Ngāti Apa Group for that Income Year. The 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 of the Company, as a trustee of the Trust or as a director or trustee of any other member of Ngāti Apa Group) and details of any premiums paid in respect of Trustees' indemnity insurance.

10.2 Audit of financial statements:

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

10.3 Appointment of auditor:

The auditor shall be appointed by the Rūnanga prior to the end of the Income 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 Rūnanga (including any firm of which such a person is a member or employee) may be appointed as the auditor.

11. COMPANY PLANS AND REPORTS

11.1 Group entities to prepare Plans and Statements of Intent:

The Rūnanga shall procure that each of the Company, any Asset Holding Company and the Trust will:

- (a) within 6 months of the Settlement Date prepare 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 Rūnanga 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 6 months following the Settlement Date prepare a Five 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 2 months following the completion of the Five Year Plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year to meet its 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 calendar months after the completion of the first, second and third quarter of each Income Year send to the Rūnanga 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 Rūnanga may require from time to time).

11.2 Rūnanga approval required:

Prior to being implemented all Statements of Intent, Five Year Plans and Annual Plans must be approved by the Rūnanga. Such approval shall be given in light of the Rūnanga's overall plans and policies in respect of the Rūnanga's Assets and the Ngāti Apa Group, and having regard to the specific roles of the Company, any Asset Holding Company and the Trust as set out in *clause 6*. However, nothing in this clause shall allow the Rūnanga to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the directors of the Company and any Asset Holding Company and the trustees of the Trust, shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.

11.3 Reports by the Company to comply with Companies Act 1993:

The Rūnanga shall procure that all Annual Reports by the Company and the Asset Holding Company comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the Company or any of its subsidiaries, or the classes of business in which the Company has an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income 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 Company for that Income Year;

but excluding the information required by section 211(1)(g) of the Companies Act 1993 where the Rūnanga so decides pursuant to *clause 11.6*.

11.4 Trusts to meet Companies Act standard:

All reports by ~~T~~he Trust shall be provided to the same standard, including as to form and content as is required under *clause 11.3*, as if ~~T~~he Trust was a company.

11.5 Report to include comparison against plans:

In addition to the matters set out in *clause 11.3*, the Rūnanga shall procure that all reports by the Company, any Asset Holding Company and the Trust include a comparison of their performance against both their respective Annual Plans for that Income Year and their medium and longer term planning objectives (as set out in the Five Year Plans and Statement of Intent).

11.6 Protection of Sensitive Information:

For the avoidance of doubt, nothing in this *clause 11* limits or affects the rights of the Rūnanga, as shareholder in the Company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Company where the Rūnanga considers on reasonable grounds that the information is commercially or otherwise sensitive.

12. DISCLOSURE OF PLANS, REPORTS AND MINUTES

12.1 Documents to be available for inspection:

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

- (a) the Annual Report for each of the preceding three Income Years;
- (b) the Consolidated Financial Statements for the preceding three Income Years;
- (c) the Annual Plan;
- (d) the Five Year Plan;
- (e) the Statements of Intent and annual plans for any member of Ngāti Apa Group;
- (f) the minute book kept in accordance with *clause 14.14* of all decisions taken and business transacted at every annual general meeting and special general meeting; and
- (g) their own personal details on the Register.

12.2 Costs of copying:

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

13. NO DISCLOSURE OF SENSITIVE INFORMATION

- 13.1** For the avoidance of doubt, but subject to the Rūnanga's reporting obligations in *clauses 10.1, 12.1(a), 12.1(b), 12.1(f), 14.1(a) and 14.1(b)*, the Rūnanga may at its sole discretion limit disclosure of any information about the activities or proposed activities of the Rūnanga and the Ngāti Apa Group which the Rūnanga considers on reasonable grounds to be commercially or otherwise sensitive.

14. GENERAL MEETINGS

14.1 Rūnanga to hold annual general meeting:

The Rūnanga shall, no later than six calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the Rūnanga, hold a general meeting for the Members of Ngāti Apa, to be called its annual general meeting, and shall at that meeting:

- (a) report on the operations of the Ngāti Apa Group during the preceding Income 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) approve the appointment of the auditor for the next Income Year;
- (f) notify the Trustees' remuneration and meeting attendance in accordance with *clause 1.6* of the Seventh Schedule;
- (g) present the annual report of the Company;
- (h) present the annual report of the Asset Holding Company;
- (i) present any proposed amendments to the constitution of the Company (where the Company is also the Asset Holding Company) or the Asset Holding Company;
- (j) undertake all other notified business; and
- (k) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

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14.2 Notice of general meeting:-

The Rūnanga shall give not less than twenty Business Days notice of the holding of the annual general meeting, such notice to be posted to all Adult Registered Members of Ngāti Apa at the last address shown for each such Adult Registered Member of Ngāti Apa on the Ngāti Apa Register. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Rūnanga considers that a significant number of Members of Ngāti Apa reside. 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;
- (c) details of where copies of any information to be laid before the meeting may be inspected; and
- (d) any other information specified by or under the Māori Fisheries Act 2004.

14.3 Notice of special general meetings:

In addition to the annual general meeting of the Rūnanga, the Rūnanga shall convene a special general meeting of the Rūnanga on the requisition of:

- (a) the Chairperson and Deputy Chairperson for the time being of the Rūnanga; or
- (b) any 5 Trustees; or
- (c) 10% of Adult Registered Members of Ngāti Apa.

Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Rūnanga setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Rūnanga shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

14.4 Annual General Meeting not limited to notified business:

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

14.5 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.

14.6 Invalidation:

The accidental omission to give notice to, or a failure to receive notice of an annual or special general meeting by a Member of Ngāti Apa does not invalidate the proceedings at that meeting.

14.7 Deficiency of notice:

Subject to *clause 14.6*, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:

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

14.8 Quorum:

The quorum required for any annual or special general meeting of the Rūnanga shall be twenty-five (25) Adult Registered Members of Ngāti Apa present in person.

14.9 Chairing of meetings:

The Chairperson for the time being of the Rūnanga will be the chairperson of any annual 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.

14.10 Voting:

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Registered Member of Ngāti Apa present shall have one vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote. However, except as provided in *clauses 2.5, 26.1 and 27* and in the Fourth Schedule the Rūnanga shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Rūnanga's Assets and carrying out the Rūnanga's Purposes.

14.11 Adjourned meetings:

If within one hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened 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 Registered Members of Ngāti Apa present will constitute a quorum.

14.12 Unruly meetings:

If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting 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.

14.13 Minutes:

The Rūnanga shall keep a proper record in a minute book of all decisions taken and business transacted at every annual general meeting and special general meeting.

14.14 Minutes to be evidence of proceedings:

Any minute of the proceedings at an annual general meeting or a special general meeting which is purported to be signed by the chairperson at that meeting shall be evidence of those proceedings.

14.15 Minutes to be evidence of proper conduct:

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

14.16 Request for information:

Where the Rūnanga is also the Mandated Iwi Organisation for Ngāti Apa, any Member of Ngāti Apa may request in writing the Annual Plan, Annual Report, and the information and documents referred to in *clause 14.1(h)* (where the Company is an Asset Holding Company for the purposes of the said Act) and *clause 14.1(i)*.

15. DISCLOSURE OF INTERESTS

15.1 Definition of interested Trustee:

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

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from, the matter; or
- (e) is otherwise directly or indirectly interested in the matter;

not being a party that is wholly owned, or in the case of a trust, controlled, by the Rūnanga or any subsidiary of the Rūnanga.

15.2 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 Rūnanga, disclose to his or her co-Trustees at a meeting of the Rūnanga:

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

15.3 Recording of Interest:

A disclosure of interest by a Trustee shall be recorded in the minute book of the Rūnanga.

16. DEALINGS WITH "INTERESTED" TRUSTEES

- 16.1** 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.

17. PROHIBITION OF BENEFIT OR ADVANTAGE

- 17.1** In the carrying on of any business by any member of the Ngāti Apa Group under this Charter, 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.

18. DISCLOSURE OF TRUSTEE REMUNERATION ETC

- 18.1 The Rūnanga shall, in accordance with *clause 10.1*, show the amount of any remuneration paid to or fees charged by, any Trustee or any Trustee's firm and the amount of any premiums paid out of the Rūnanga's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to *clause 21*.

19. ADVICE TO TRUSTEES

19.1 Trustees may rely on advice:

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

- (a) an employee of the Rūnanga whom the Rūnanga believes on reasonable grounds to be reliable and competent in relation to the matters concerned; and
- (b) a professional adviser or expert in relation to matters which the Rūnanga believes on reasonable grounds to be within the person's professional or expert competence.

19.2 Trustees may obtain barrister's opinion:

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

20. LIABILITY OF TRUSTEES

- 20.1 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 Charter. 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.

21. INDEMNITY AND INSURANCE

21.1 Indemnity and insurance for Trustees:

Any Trustee, officer or employee of the Rūnanga or any member of the Ngāti Apa Group may be indemnified or have their insurance costs met out of the Rūnanga's Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Rūnanga or any member of the Ngāti Apa 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 Rūnanga or any member of the Ngāti Apa Group with the object of fulfilling the Rūnanga's Purposes.

21.2 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.

21.3 Indemnity and insurance re specific trusts:

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

21.4 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.

22. NGĀTI APA NOT TO BE BROUGHT INTO DISREPUTE

22.1 Trustees not to bring into disrepute:

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

22.2 Directors/trustees not to bring into disrepute:

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

22.3 Trustee may be censured or removed:

Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Rūnanga or any member of the Ngāti Apa 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.

22.4 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 Ngāti Apa at the next annual general meeting of the Rūnanga following such censure or removal.

22.5 Effect of Removal:

A Trustee removed from office in accordance with *clause 22.3* shall cease to hold office as a Trustee forthwith and shall not be entitled to stand for election as a Trustee for a period of not less than 3 years following his or her removal.

22.6 Replacement of Trustee:

The removal of a Trustee in accordance with *clause 22.3* shall give rise to a casual vacancy which shall be filled in accordance with *rule 4.6* of the Second Schedule.

23. GIFTS OR DONATIONS

23.1 Rūnanga may accept specific trusts:

Notwithstanding any other provision in this Charter, the Rūnanga may accept or otherwise deal with any Property upon trust for the purposes of the Rūnanga or for any specific purpose that comes within the Rūnanga's Purposes. Such a trust may include any trust for the benefit of all of the Members of Ngāti Apa or any subgroup of them. Any Property held by the Rūnanga pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Rūnanga Assets.

23.2 Specific trusts to be separate:

If the Rūnanga accepts a trust for any specific purpose as outlined in *clause 23.1* above it must keep the Property subject to such trust and any income derived from it separate from the Rūnanga's Assets, and administer that Property and income as a separate specific trust in terms of the trust under which it was accepted.

23.3 Use of specific trust assets:

The Rūnanga 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 Rūnanga may hold, and the Rūnanga shall also not use the Rūnanga's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

23.4 Expenses of specific trusts:

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

24. RECEIPTS FOR PAYMENTS

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

25. CUSTODIAN TRUSTEE

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

- (a) The Rūnanga's Assets may be vested in the custodian trustee as if the custodian trustee were sole Trustee;
- (b) The management of the Rūnanga's Assets and the exercise of all powers and discretions exercisable by the Rūnanga under this Charter shall remain vested in the Rūnanga as fully and effectively as if there were no custodian trustee;
- (c) The sole function of the custodian trustee shall be to hold the Rūnanga Assets, invest its funds and dispose of the assets in accordance with any direction in writing by the Rūnanga for which purpose the custodian

trustee shall execute all such documents and perform all such acts as the Rūnanga 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 Court for directions and any order giving any such directions shall bind both the custodian trustee and the Rūnanga;
- (e) The custodian trustee shall not be liable for any act or default on the part of any of the Rūnanga;
- (f) All actions and proceedings touching or concerning the Rūnanga's Assets may be brought or defended in the name of the custodian trustee at the written direction of the Rūnanga 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 Rūnanga or be affected by notice of the fact that the Rūnanga has not concurred.

26. AMENDMENTS TO CHARTER

26.1 Special Resolution required:

Subject to *clause 26.2*, all amendments to the Charter shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

26.2 Limitations on Amendment:

No amendment shall be made to the Charter which:

- (a) changes the Rūnanga's Purposes so that the Rūnanga is no longer required to act for the collective benefit of the present and future Members of Ngāti Apa;
- (b) changes this *clause 26.2*;
- (c) changes *clause 27*;
- (d) changes the requirement for a Special Resolution (as defined from time to time) in *clause 26.1*; or
- (e) if the Rūnanga is the Mandated Iwi Organisation for Ngāti Apa, is inconsistent with the Māori Fisheries Act 2004; or
- (f) changes the definitions in *clause 1.1* of the following terms: "Member of Ngāti Apa", "Ngāti Apa", "Ngāti Apa Area of Interest" and "Ngāti Apa Ancestor".

26.3 Amendment to make Rūnanga a charity:

Notwithstanding any other provision in this Charter to the contrary, this Charter may be amended, and the benefits conferred hereunder altered, in

order for the Rūnanga to become a charity and to qualify for any tax exemptions available from time to time for charitable entities under the provisions of the Income Tax Act 2004 and the Charities Act 2005, provided that any such amendment:

- (a) is made in accordance with *clause 26.1*; and
- (b) does not change the Rūnanga's Purposes so that the Rūnanga is no longer required to act for the benefit of the present and future Members of Ngāti Apa.

26.4 Consideration of proposals:

Every Adult Member of Ngāti Apa may put forward for consideration by the Rūnanga proposals for amendments to the Charter. Any proposal put forward under this *clause 26.4* must be in writing and addressed to the Chairperson at the registered office of the Rūnanga. Any proposal put forward under this *clause 26.4* must be considered by the Rūnanga at their next available meeting.

26.5 Proposals to be discarded:

Where a proposal for amendments to the Charter does not comply with *clause 26.2*, the Rūnanga may discard the proposal and the Rūnanga will not be required to call a special general meeting in accordance with the Fourth Schedule.

27. TERMINATION OF TRUST

27.1 Subject to *clause 26.2*:

- (a) The trust established by this Charter shall only be terminated or dissolved if the Adult Registered Members of Ngāti Apa have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Rūnanga's Purposes; and
- (b) On the termination or dissolution of this trust, the Rūnanga's Assets 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 Ngāti Apa; and
- (c) If the Rūnanga continues to hold any Fisheries Settlement Assets, that such assets are resettled in accordance with the provisions of the Māori Fisheries Act 2004.

28. PERPETUITIES

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

29. ARCHIVING OF RECORDS

29.1 Records to be held for seven years:

All minutes and other records of any proceedings of the Rūnanga and any companies and other entities in the Ngāti Apa Group shall be held by the Rūnanga and those companies and other entities for a period of seven years.

29.2 Records to be archived:

At the expiry of seven years the Rūnanga shall archive the records of the Rūnanga and the companies and other entities in the Ngāti Apa Group.

29.3 Records may be retained for longer:

Notwithstanding *clauses 29.1 and 29.2* the Rūnanga and any of the companies and other entities within the Ngāti Apa 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 Rūnanga or entity to which the information relates.

30. DISPUTE RESOLUTION

30.1 Disputes:

In the event that a dispute arises regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of Ngāti Apa then that dispute shall be referred in first instance to the Rūnanga.

30.2 Notice of Dispute:

All disputes referred to the Rūnanga in accordance with *clause 30.1* shall be submitted to the Rūnanga by notice in writing and the Rūnanga shall acknowledge receipt in writing within 10 Business Days of the date of receipt of the notice.

30.3 Reference of Dispute:

If a dispute is not settled within 30 Business Days of the receipt by the Rūnanga of written notice of the dispute in accordance with *clause 30.2* then it shall be referred to a Disputes Committee constituted in accordance with *clause 30.4 and 30.5*.

30.4 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, in question, and only after the expiry of the 30 Business Day period referred to in *clause 30.3*.

30.5 Appointment and composition of Disputes Committee:

A Disputes Committee shall comprise three members who shall be appointed by the Rūnanga as follows:

- (a) One independent (non-Ngāti Apa) member nominated by the President from time to time of the Whanganui District Law Society or his or her nominee, such member to be a barrister or solicitor with 7 or more years experience, to act as the chair of the Dispute Committee; and
- (b) Two Adult Members of Ngāti Apa appointed for their skills and expertise in dealing with the issues that are the subject of the relevant

dispute, provided that such members cannot also be Trustees or employees of the Rūnanga.

30.6 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.

30.7 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.

30.8 Disputes Committee may convene hui:

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

30.9 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 Ngāti Apa as set out in this Charter.

30.10 Notification of Outcome:

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

30.11 Fisheries Disputes:

Notwithstanding *clauses 30.1 to 30.10*, if a dispute arises pursuant to section 180(1)(m) of the Māori Fisheries Act 2004, such dispute shall be determined in accordance with Part 5 of that Act.

30.12 Fisheries Disputes Procedure:

Where in accordance with *clause 30.11* a dispute arises pursuant to section 180(1)(m) of the Māori Fisheries Act 2004, the disputes procedure contained in *clauses 30.1 to 30.10* shall be deemed to constitute the process for resolving the dispute that is required to be engaged in pursuant to section 181(1) of the Māori Fisheries Act 2004.

31. DISPOSAL OF INCOME SHARES AND SETTLEMENT QUOTA

31.1 Disposal of Income Shares and Settlement Quota:

Any proposal in relation to the disposal of Income Shares pursuant to section 70 of the Māori Fisheries Act 2004 or in relation to the disposal of Settlement Quota pursuant to sections 159, 162 or 172 of the Māori Fisheries Act 2004 may only proceed if a Special Resolution has been passed in accordance with the Fourth Schedule.

31.2 Transfers between entities:

This *clause 31* does not apply to transfers between entities within the Ngāti Apa Group provided that those entities comply with the relevant provisions of the Māori Fisheries Act 2004.



FIRST SCHEDULE - MEMBERSHIP OF NGĀTI APA AND NGĀTI APA REGISTER

1. RŪNANGA TO KEEP REGISTER

1.1 Rūnanga to maintain register:

The Rūnanga shall administer and maintain the Ngāti Apa Register which is a register of the Members of Ngāti Apa.

1.2 Register to comply with this Schedule:

The Ngāti Apa Register shall be confirmed and maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details:

The Ngāti Apa Register shall record in it the full names, dates of birth and postal addresses of the Members of Ngāti Apa.

2.2 Beneficiary Registration Number:

The Rūnanga will allocate a beneficiary identification number to each Adult Registered Member of Ngāti Apa on the Register. The Rūnanga will immediately after allocation, notify the relevant Adult Registered Member of Ngāti Apa of his or her beneficiary identification number.

2.3 Access to Register:

Subject to the Privacy Act 1993 Members of Ngāti Apa who are registered on the Ngāti Apa Register shall also have access to their own personal information which is recorded on the Ngāti Apa Register. However, Members of Ngāti Apa may only view the names of other Members of Ngāti Apa on the Ngāti Apa Register, and not the personal information of the other Members of Ngāti Apa ~~contained within the Ngāti Apa Register.~~

3. APPLICATIONS FOR REGISTRATION

3.1 Form of applications:

All applications for registration as a Member of Ngāti Apa must be made in writing to the Rūnanga. The application must contain:

- (a) the full name, date of birth and postal address of the applicant;
- (b) the name of the tupuna to which the applicant claims affiliation;
- (c) such evidence as the Rūnanga may from time to time require as to that applicant's status as a Member of Ngāti Apa and the tupuna to which the applicant claims to affiliate in terms of paragraph (b) of this rule, including details of the whakapapa (genealogical) connection of the applicant to Ngāti Apa and to the relevant tupuna.

3.2 Entitlement to make Applications:

An application for registration as a Member of Ngāti Apa may be made by:

- (a) Members of Ngāti Apa who are over the age of 18 years, on their own behalf or by their legal guardian;
- (b) Members of Ngāti Apa who are under the age of 18 years:
 - (i) by a person on their behalf who is their parent or legal guardian on their behalf; or
 - (ii) by a Member of Ngāti Apa who is over the age of 18 years and who in the opinion of the Membership Validation Committee stands in the stead of a parent or guardian of that person.

3.3 Compliance with Charter:

All Members of Ngāti Apa who apply to register and are registered on the Ngāti Apa Register are, by their application and registration, deemed to agree to the terms of this Charter, including the disputes procedure set out in *clause 30* and the election, voting and meeting procedures set out in the Second Schedule, Third Schedule and Fourth Schedule.

4. DECISIONS AS TO MEMBERSHIP

4.1 Membership Validation Committee to be established:

The Rūnanga shall establish a Membership Validation Committee to make decisions on all applications made pursuant to *rule 3.1* of this Schedule by any person for the recording in the Ngāti Apa Register of that person's membership of Ngāti Apa.

4.2 Composition of Membership Validation Committee:

The Membership Validation Committee shall comprise 5 members of Ngāti Apa, appointed by the Rūnanga from time to time, with the expertise and knowledge of Ngāti Apa whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Apa whakapapa may be appointed to the Membership Validation Committee.

4.3 Consideration of applications:

All applications for membership pursuant to *rule 3.1* of this Schedule together with any supporting evidence shall be forwarded by the Rūnanga to the Membership Validation Committee.

4.4 Decisions to be made on applications:

Upon receipt of an application for membership in accordance with *rule 3.1* of this Schedule the Membership Validation Committee shall consider the application and shall make a decision as to whether the application should be accepted as to the applicant's status as a Member of Ngāti Apa.

4.5 Successful applications to be notified and registered:

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Rūnanga, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the appropriate part of the Ngāti Apa Register.

4.6 Notification of unsuccessful applicants:

In the event that the Membership Validation Committee decides to decline the application (whether as to the status of the applicant as a Member of Ngāti

Apa) then such decision shall be conveyed in writing to the Rūnanga together with the reasons for the decision. The Rūnanga shall then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 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 Validation 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 Ngāti Apa.

5. MAINTENANCE OF REGISTER

5.1 Rūnanga to establish policies:

The Rūnanga shall take such steps and institute such policies as are necessary to ensure that the Ngāti Apa Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngāti Apa, including taking steps to ensure that, upon the receipt of appropriate evidence, removing (or otherwise filing elsewhere) the names of any deceased Members of Ngāti Apa.

5.2 Assistance in identifying membership:

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

5.3 Responsibility of Members of Ngāti Apa:

Notwithstanding *rules 1.1 and 6.1* of this Schedule it shall be the responsibility of each person who is a Member of Ngāti Apa (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that his or her name is included in the Ngāti Apa Register and that his or her full postal address for the time being is provided and updated.

5.4 Consequences of registration:

Registration of any person in the Ngāti Apa Register as a Member of Ngāti Apa shall be conclusive evidence of that person's status as a Member of Ngāti Apa.

5.5 Whangai Policy:

The Rūnanga shall, in accordance with *rule 5.1* of this Schedule, develop a policy to deal with the rights of whāngai, including those who whakapapa from outside the iwi.

6. INITIAL NGĀTI APA REGISTER

6.1 Information from Iwi Authority register:

The Rūnanga shall include on the Ngāti Apa Register the full names, dates of birth and postal addresses of every Member of Ngāti Apa whose name and

other details are, immediately before the Settlement Date, on the register prepared by the Iwi Authority.

7. PRIVATE NOTICE

7.1 Requests for Private Notice:

Any Member of Ngāti Apa may at any time make a written request to receive a Private Notice for general meetings and postal ballot papers relating to:

- (a) the election of Trustees; or
- (b) any amendment to this Charter or the constitutional documents of any Asset Holding Company; or
- (c) the disposal of Income Shares or Settlement Quota; or
- (d) the conversion of Quota into Settlement Quota.



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~~7. PRIVATE NOTICE~~

~~7.1 Requests for Private Notice:~~

~~Any Member of Ngāti Apa may at any time make a written request to receive a Private Notice for general meetings and postal ballot papers relating to:~~

- ~~(e) the election of Trustees; or~~
- ~~(f) any amendment to this Charter or the constitutional documents of any Asset Holding Company; or~~
- ~~(g) the disposal of Income Shares or Settlement Quota; or~~
- ~~(h) the conversion of Quota into Settlement Quota.~~

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SECOND SCHEDULE - ELECTIONS OF TRUSTEES

1. PROCEDURE

1.1 This Schedule to apply:

The Trustees shall be appointed in accordance with the rules and procedures set out in this Schedule.

2. ELIGIBILITY FOR APPOINTMENT

2.1 Trustee to be registered:

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

2.2 Trustees not to be Rūnanga employees:

A Trustee shall not hold the position of ~~Chief Executive Group Manager~~ nor shall a Trustee be employed as an employee of the Rūnanga. However, a Trustee may hold office as a director or Trustee within Ngāti Apa Group otherwise in accordance with this Charter.

2.3 Limitation on Directors within Ngāti Apa Group:

A maximum of 40% of the Directors on any company within Ngāti Apa Group may also be Trustees of the Rūnanga.

2.4 Number of Trustees to be Limited:

(a) There shall ~~normally~~ be 8 Trustees of the Rūnanga, elected by the functioning Constituent Rōpū in accordance with this Schedule, however there shall be 12 Initial Trustees of the Rūnanga who shall hold office until ~~the annual general meeting of the Rūnanga in 2011. the process of rotation in rule 4.2 of this Schedule has been completed. At this point one Initial Trustee from each Constituent Rōpū shall resign, such resigning Initial Trustee to be agreed between those Initial Trustees then in office for that Constituent Rōpū. Should agreement not be possible then the resigning Initial Trustee shall be determined by lot, with such process being managed by the Group Manager.~~

(b) The Tuariki Constituent Rōpū shall not elect Trustees at this time due to this collective not functioning. Any Members of Ngāti Apa who claim descent from this collective shall exercise their voting rights through other Constituent Rōpū until such time as the Tuariki Constituent Rōpū is again functioning (at which time this Charter shall be amended, including the number of Trustees as noted in this Schedule).

2.5 Trustees to be elected by Constituent Rōpū:

~~Except in relation to the Initial Trustees, each~~ Each Constituent Rōpū shall elect two (2) Trustees to the Rūnanga. Each Adult Member of Ngāti Apa who has chosen a particular Constituent Rōpū for voting purposes may vote once for the election of a nominee standing in that Constituent Rōpū in accordance with this Schedule.

2.6 Transitional Provisions:

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To ensure ongoing compliance with this Deed and to provide continuity of Trustees in the transitional period, the following processes must take place prior to July 2012:

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- (a) The term of all Trustees then in office shall end (irrespective of when their term begun) and the nominations and elections process laid down in this Second Schedule shall be followed, such that following its completion, the Rūnanga shall have 8 Trustees;
- (b) Each Constituent Rōpū shall have 1 Trustee who shall hold office for 18 months, whereupon an election for their office must be held in accordance with this Schedule 2;
- (c) Each Constituent Rōpū shall have 1 Trustee who shall hold office for the maximum 3 year term, whereupon an election for their office must be held in accordance with this Schedule 2;
- (d) The two Trustees from each Constituent Rōpū shall decide between themselves as to which term each Trustee shall hold, and if there is disagreement then the decision shall be made by lot, with such process being managed by the Group Manager.

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3. EXISTING EXECUTIVE COMMITTEE MEMBERS TO HOLD OFFICE

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3.1 Existing Trustees to hold office:

Pending the holding of elections in accordance with this Schedule the initial Trustees of the Rūnanga shall be those persons holding office as executive committee members of the Iwi Authority immediately before the date of this Charter, in accordance with the rules applicable to the appointment of such executive committee members to the Iwi Authority.

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43. TERM OF OFFICE

43.1 Term of office:

Subject to ~~rule 4.2 of this Schedule~~ Except as prescribed in clause 2.6 of this Second Schedule, Trustees from time to time shall hold office for a term of 3 years, such date to begin on the date that the Rūnanga notifies its members of the fact by publishing the results on its website in accordance with clause 10.2.-

4.2 Retirement and rotation of initial Trustees:

The initial Trustees shall retire from office with elections having been held for their respective positions as Trustee as follows:

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(a) As at the date of the annual general meeting of the Rūnanga in the first Income Year following the Settlement Date, four of the initial Trustees (which shall be one Trustee from each Constituent Rōpū) shall retire and an election shall be held for three Trustee positions;

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(b) As at the date of the annual general meeting of the Rūnanga in the second Income Year following the Settlement Date, a further four of the initial Trustees (which shall be one Trustee from each Constituent Rōpū), shall retire and an election shall be held for three Trustee positions;

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~~(c) As at the date of the annual general meeting of the Rūnanga in the third Income Year following the Settlement Date, the remaining four initial Trustees (which shall be one Trustee from each Constituent Rōpū), being those that did not retire in accordance with paragraphs (a) and (b) above, shall retire and an election shall be held for two Trustee positions.~~

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~~4.3 Order of retirement of initial Trustees:~~

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~~The order of retirement of the initial Trustees under rule 4.2 of this Schedule shall be determined by agreement failing which the determination shall be made by lot.~~

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~~4.4 Term following retirement of initial Trustees:~~

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~~Following the retirement of the initial Trustees in accordance with rule 4.2 of this Schedule, each Trustee shall hold office until the conclusion of the annual general meeting of the Rūnanga in the third Income Year following his or her appointment. However, if because of a review of the election of a Trustee's replacement under rule 13 of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment 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.~~

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~~4.53.2 Eligibility of retiring Trustees:~~

~~Retiring Trustees shall be eligible for reappointment.~~

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~~4.63.3 Casual vacancies:~~

~~Should:~~

- ~~(a) There be no person elected to replace a Trustee following that Trustee's retirement under rule 4.23.1 of this Schedule; or~~
- ~~(b) Any casual vacancy arises prior to the expiry of any Trustee's term of office:~~

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

~~4.7 Term of casual appointments:~~

~~In the case of an appointment made pursuant to rule 4.6 of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:~~

- ~~(a) In the case of a Trustee appointed pursuant to rule 4.6(a), for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under rule 4.2 of this Schedule; or~~
- ~~(b) In the case of a Trustee appointed pursuant to rule 4.6(b), for the balance of the term of office of the Trustee that he or she has replaced.~~

54. TIMING OF ELECTIONS

54.1 The elections for Trustees in any given Income Year must, except ~~in the case of elections to fill casual vacancies under rule 4.6 or to~~ the extent that any review under ~~rule 13-12~~ of this Schedule has been sought in respect of an election, be concluded by the time of the annual general meeting of the Rūnanga in that Income Year.

65. MAKING OF NOMINATIONS**65.1 Calling for nominations:**

The Rūnanga 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 Rūnanga for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with ~~rule 5-4.1~~ 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 Rūnanga or such other person as the notice directs.

65.2 Timing for nominations:

All nominations must be lodged with the Rūnanga no later than 20 Business Days following the date upon which the notice calling for nominations is first given.

65.3 Form of notice:

All notices given under this rule shall be given in the following manner:

- (a) By post to each Member of Ngāti Apa shown on the Ngāti Apa Register as entitled to vote at the election of Trustees (being an Adult Registered Member of Ngāti Apa who is recorded on the Ngāti Apa Register) and to any other Member of Ngāti Apa over the age of 18 years who has made a written request for a notice;
- (b) by newspaper advertisement published on at least 2 separate days and inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Rūnanga considers that a significant number of Members of Ngāti Apa reside; and
- (c) by such other means as the Rūnanga may determine.

65.4 Inclusion of invitation to register:

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngāti Apa Register.

65.5 Nomination to be in writing:

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than five (5) Adult Registered Members of Ngāti Apa shown on the Ngāti Apa Register as being entitled to vote in respect of the election of that candidate.

65.6 Consent of 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 Rūnanga, withdraw his or her nomination.

76. HOLDING OF ELECTIONS**76.1 Mode of Voting at Elections:**

Subject to *rule 76.3-2* of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms must be delivered to the Chief Returning Officer by post.

76.2 No elections where nominees equal vacancies:

In the event that the total number of nominations of Trustees is equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

76.3 Eligibility to vote:

Each Adult Member of Ngāti Apa is eligible to vote in an election, provided that:

- (a) each such Adult Member of Ngāti Apa will only be eligible to cast one vote in an election;
- (b) each such Adult Member of Ngāti Apa is either an Adult Registered Member of Ngāti Apa or has completed and sent with their voting form an application form for registration as an Adult Registered Member of Ngāti Apa.

76.4 Provisional votes:

Where an Adult Member of Ngāti Apa is not also an Adult Registered Member of Ngāti Apa, and has voted in accordance with *rule 76.3(b)* of this Schedule:

- (a) such vote is provisional until such time as the application form for registration as an Adult Registered Member of Ngāti Apa is approved by the Membership Validation Committee as set out in the First Schedule; and
- (b) where the application form for registration as an Adult Registered Member of Ngāti Apa is declined in accordance with the First Schedule, the said vote will be invalidated.

87. NOTICE OF ELECTIONS**87.1 Notice to be given:**

Immediately after the closing date for nominations, the Rūnanga shall, where an election is required fix a closing date for the election (being the last day upon which a vote may be validly cast in the election).

87.2 Period of Notice:

The Rūnanga shall give not less than 20 Business Days' notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 76.1* of this Schedule.

87.3 Method of Giving Notice:

Notice under *rule 87.2* of this Schedule shall be given by:

- (a) posting notice to each Member of Ngāti Apa shown on the Ngāti Apa Register as entitled to vote at the election (being an Adult Registered Member of Ngāti Apa who is recorded in the Ngāti Apa Register as a Member of Ngāti Apa) and to any Adult Member of Ngāti Apa who has made a written request for a notice in accordance with *rule 7.5(ii)* of this Schedule;
- (b) inserting a prominent advertisement on at least 2 separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Rūnanga considers that a significant number of Members of Ngāti Apa reside; and
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Rūnanga considers that a significant number of Members of Ngāti Apa reside.

87.4 General Content of Notices:

Every notice given in accordance with *rule 87.3(a) and (b)* of this Schedule shall contain:

- (a) a list of the candidates for election as Trustees; and
- (b) the method by which votes may be cast as set out in *rule 76.1* of this Schedule.

87.5 Additional Content of Postal Notice:

Each notice given in accordance with *rule 78.3(a)* of this Schedule shall also contain:

- (a) a voting form that complies with *rule 98.1*;
- (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.

87.6 Additional Information in Notices:

Each notice given in accordance with *rule 87.3(b) and (c)* of this Schedule shall also give details about how voting forms may be obtained and where any relevant explanatory documents may be viewed or obtained.

98. POSTAL VOTING**98.1 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.

98.2 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 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.

409. APPOINTMENT OF CHIEF RETURNING OFFICER

409.1 Appointment of Chief Returning Officer:

For the purposes of elections the Rūnanga shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Rūnanga, and who shall be a person of standing within the community. 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 Rūnanga.

409.2 Chief Returning Officer to receive voting forms:

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

409.3 Only one vote to be cast:

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Ngāti Apa and each Adult Member of Ngāti Apa who is eligible to vote, and votes, in the relevant election.

409.4 Recording of votes:

A record shall be kept by the Chief Returning Officer of all votes received, including separate records of votes received from Adult Registered Members of Ngāti Apa and votes received from Adult Members of Ngāti Apa.

104. COUNTING OF VOTES

104.1 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.

104.2 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 Rūnanga. The Rūnanga shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of the Rūnanga on their website and in any other fashion that the Rūnanga considers appropriate. The Rūnanga shall also note the results at its annual general meeting in accordance with clause 14.1(d).

4211. RETENTION OF ELECTION RECORDS

4211.1 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 Rūnanga.

4211.2 Retention and disposal of packets:

Subject to *rule 4413.1(b)* the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Rūnanga for a period of 1 year from the closing date for making votes in the election to which the packet relates. At the expiry of that 1 year period the packets shall be destroyed unopened.

4312. REVIEW OF ELECTION RESULTS

4312.1 Candidates may seek review:

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

4312.2 Appointment of Electoral Review Officer:

For the purposes of carrying out reviews in respect of any election the Rūnanga shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the Wanganui District Law Society or his or her nominee.

4312.3 Electoral Review Officer to conduct reviews:

All reviews shall be carried out by the Electoral Review Officer from time to time.

4312.4 Form of request for review:

All applications for a review shall be submitted to the Rūnanga and:

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

4312.5 Service of application on other candidates:

The application for review and any accompanying evidence shall also be served 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 Rūnanga.

4312.6 Costs:

Upon making an application for review the applicant shall also lodge with the Rūnanga the sum of \$500 in lieu of the costs of undertaking the review. That sum shall be held by the Rūnanga 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.

4413. CONDUCT OF REVIEW

4413.1 Notification of Electoral Review Officer:

Upon the receipt of an application for review the Rūnanga 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.

4413.2 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 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.

4413.3 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 this Charter, 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 was so conducted as to be substantially in compliance with the requirements of this Charter and that such defect did not materially affect the result of the election.

4413.4 Certification of result of review:

At the conclusion of the Electoral Review Officer's consideration of the 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 Rūnanga. The Rūnanga shall then give notice of the result of the review and advise the candidates of the outcome.

4413.5 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 Rūnanga, except that if the Rūnanga is also the Mandated Iwi Organisation for Ngāti Apa, then the provisions of Part V of the Māori Fisheries Act 2004 shall apply.

4514. TERMINATION OF OFFICE OF TRUSTEES

4514.1 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 Rūnanga;
- (b) completes his or her term of office and is not reappointed;
- (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) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (f) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is convicted of an indictable offence; or
- (h) has within the last 3 years been removed from the office of Trustee in accordance with *clause 22.3*.

| **4615. RECORD OF CHANGES OF TRUSTEES**

| **4615.1 Record of changes of Trustees:**

Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee, and upon the appointment, or revocation of the appointment, by any Trustee ~~of an alternate~~ under *rule 14* of this Schedule, the Rūnanga will ensure that an entry is made in the minute book of the Rūnanga to that effect.

Te Rūnanga o
Ngāti Apa

THIRD SCHEDULE - PROCEEDINGS OF TRUSTEES

1. TRUSTEES TO REGULATE MEETINGS

- 1.1 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 Rūnanga summon a meeting of the Trustees and the Rūnanga shall take such steps as are necessary to convene such meeting.

2. NOTICE OF MEETING

2.1 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.

2.2 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.

2.3 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.

2.4 Meeting limited to notified business:

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

2.5 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.

3. QUORUM

- 3.1 Five Trustees shall constitute a quorum at meetings of the Trustees, however there must be at least one Trustee present from each of the Constituent Rōpū for the duration of the meeting.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1 Trustees to elect:

At the first meeting of the Trustees following an election the Trustees shall appoint one of their number to be chairperson ("Chairperson") and (at their

discretion) one to be deputy chairperson (“Deputy Chairperson”). The Chairperson and Deputy Chairperson must have served at least one term on the Rūnanga or in the case of the initial Trustees, on the Iwi Authority.

4.2 Voting on election:

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

4.3 Termination of office:

The Chairperson (or Deputy Chairperson) will cease to hold office 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.

5. PROCEEDINGS AT MEETINGS

5.1 Decisions by majority vote:

Unless stated otherwise in this Charter, 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.

5.2 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.

5.3 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.

5.4 Defects of appointment:

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

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

6. DELEGATION BY TRUSTEES

6.1 Trustees may delegate:

The Trustees may from time to time as they think expedient for carrying out any of the of the Rūnanga's Purposes delegate any one or more of their powers under this Charter to a committee, Trustee, employee or other person.

6.2 Trustees to remain responsible:

Notwithstanding the delegation by the Trustees of any of their powers under *rule 6.1* of this schedule, the Trustees shall remain responsible for the exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:

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

6.3 Regulation of procedure by committees:

Subject to these rules and the provisions of this Charter, any committee established by the Trustees may co-opt any person to be a member of that committee and otherwise regulate its procedure as it sees fit provided that the committee must notify the Trustees of all persons co-opted to the committee.

7. RESOLUTIONS

- 7.1** 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).

8. MINUTES

8.1 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.

8.2 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.

8.3 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.

9. TELECONFERENCE MEETINGS

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

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

Ngati Apa

FOURTH SCHEDULE - PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with *clause 2.5*; or
- (b) amend this Charter in accordance with *clause 26*;
- (c) terminate the Rūnanga in accordance with *clause 27*; or
- (d) dispose of Income Shares or Settlement Quota in accordance with *clause 31*;

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

- 2.1 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.

3. VOTING

3.1 Approval for a Special Resolution:

Subject to *rules 3.2 and 3.3* of this Schedule, in order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of Ngāti Apa who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

3.2 Specific Special Resolutions:

In order for Special Resolutions to be passed which relate to amendments to this Charter in accordance with *clause 26* and disposal of Income Shares or Settlement Quota in accordance with *clause 31*, they must receive the approval of not less than 75% of those Adult Members of Ngāti Apa who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

3.3 Eligibility to vote on specific Special Resolutions:

Each Adult Member of Ngāti Apa is eligible to vote in accordance with *rule 3.2* of this Schedule, provided that:

- (i) each such Adult Member of Ngāti Apa will only be eligible to cast one vote;
- (ii) each such Adult Member of Ngāti Apa who is not a Registered Adult Member of Ngāti Apa must complete an application form for registration as an Adult Registered Member of Ngāti Apa, and may also make a written request to receive Private Notice of any special general meetings and/or postal ballot papers relating to *rules 1.1(b) and 1.1(d)*, at the same time that they complete their voting form;

- (iii) such vote is provisional until such time as the said application form for registration as an Adult Registered Member of Ngāti Apa is approved by the Membership Validation Committee as set out in the First Schedule; and
- (iv) where the said application form for registration as an Adult Registered Member of Ngāti Apa is declined in accordance with the First Schedule, the said vote will be invalidated.

4. SPECIAL GENERAL MEETING REQUIRED

- 4.1** A special general meeting of the Rūnanga must be called for the purposes of considering one or more Special Resolutions. No other business may be transacted at such special general meeting.

5. NOTICE

5.1 Notice of special general meeting:

The Rūnanga shall give not less than twenty (20) Business 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).

5.2 Method of giving notice:

Notice of a special general meeting called for the purposes of considering a Special Resolution shall be:

- (a) in writing and posted to all Adult Registered Members of Ngāti Apa at the last address shown for each such Adult Registered Member of Ngāti Apa on the Ngāti Apa Register and to any Adult Member of Ngāti Apa who has made a written request for a notice in accordance with *rule 3.3(ii)* of this Schedule; and
- (b) Advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Rūnanga consider that a significant number of Members of Ngāti Apa reside.

5.3 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.

5.4 Content of advertisement:

All advertisements published in accordance with *rule 5.2(b)* 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.

6. POSTAL VOTING

6.1 Other details to accompany vote:

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

6.2 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.

6.3 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.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1 Appointment of Chief Returning Officer:

For the purposes of the Special Resolution, the Rūnanga shall appoint a Chief Returning Officer who shall not be a Trustee or employee of the Rūnanga, and who shall be a person of standing within the community.

7.2 Chief Returning Officer to receive voting forms:

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at Special General Meeting:

The Chief Returning Officer must be present at the special general meeting. The Chief Returning Officer will be available to collect any completed voting forms at the special general meeting. The Chief Returning Officer shall also ensure that additional voting forms are available at the special general meeting.

7.4 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 Ngāti Apa and/or each Adult Member of Ngāti Apa as the case may be who votes on the special resolution.

7.5 Recording of votes:

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

8. COUNTING OF VOTES

8.1 All votes to be counted:

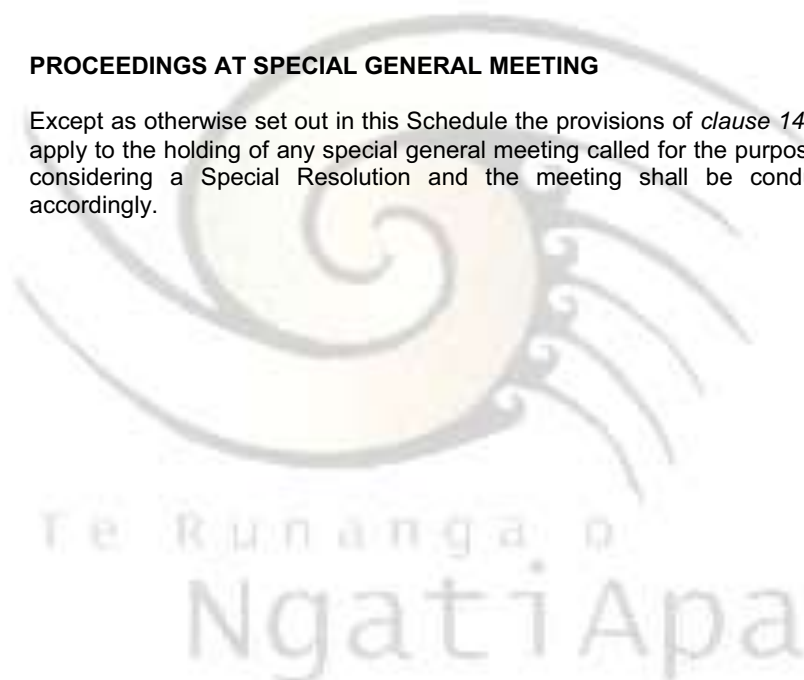
Upon the expiry of the date for the receipt of votes, the Chief Returning Officer shall record and count all votes validly cast, provided that a vote by an Adult Member of Ngāti Apa shall not be counted or valid until *rule 7.5* of the Second Schedule is complied with.

8.2 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 Rūnanga.

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

Except as otherwise set out in this Schedule the provisions of *clause 14* 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 - NGĀTI APA GROUPS

Rangitikei-based groups

1. Ngāti Kauae and Ngāti Taura: Ngāti Rangiwaho, Ngāti Rangiwahakapou, Ngāti Maero, Ngāti Apu, Ngāti Rakei, Ngai Tai, Ngāti Kahuwairua, Ngāti Tumokai and Ngā Potiki (together, the 'Parewanui Constituent Rōpū');
2. Ngā Uri o Tuariki: Ngāti Tupua, Ngāti Tupataua, Ngāti Ika/Ngāti Tumoetere and Ngāti Koko (together, the 'Tuariki Constituent Rōpū');

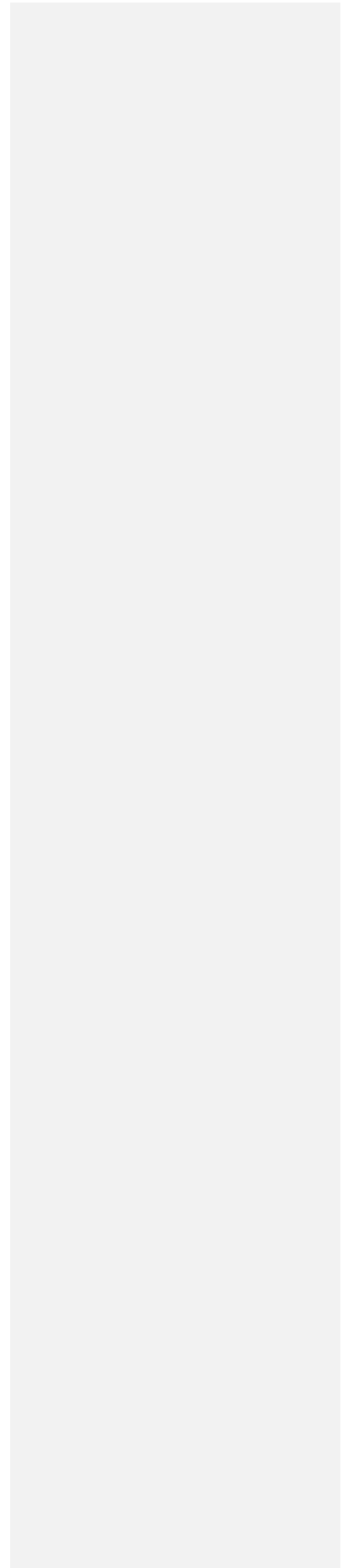
Ngā Wairiki-based groups

3. Ngā Ariki: Ngāti Rangitumoana, Ngāti Tamawaina, Ngāti Rangipuhi and Ngāti Kiriwehe (together, the 'Tini Waitara Constituent Rōpū');
4. Ngāti Rangiwahakaturia me Ngā Uri o Taitapu: Ngāti Rangiwahakaturia, Ngāti Rangipakini, Ngāti Rangiwaho, Ngāti Horotaniwha, Ngai Tai, Ngāti Tumataikura, Ngāti Ratua, Ngāti Hika Pirau, Ngāti Tamaea and Ngāti Kiriwehe (together, the 'Whangaehu Constituent Rōpū'); and
5. Ngā Wairiki ki Uta: Ngāti Huru, Ngāti Houmahanga, Ngāti Paenga, Ngāti Tukorero, Ngāti Taukohu, Ngāti Hinga and Ngāti Makohu (together, the 'Kauangaroa Constituent Rōpū').



SIXTH SCHEDULE - NGĀTI APA ANCESTORS

1. Apahapaitaketake;
2. Tamatapui;
3. Tukorero rāua ko tāna wahine ko Whainu;
4. Taukohu;
5. Manumanu;
6. Paenga;
7. Ika rāua ko tāna wahine ko Tumoetere;
8. Rangiwahakaturia;
9. Taitapu;
10. Tamaea;
11. Kiriwheke;
12. Tamarehe;
13. Rangipuhi;
14. Tuariki;
15. Rongowekaupa;
16. Tupua;
17. Tupataua;
18. Koko; and
19. Papawhenua



SEVENTH SCHEDULE – REMUNERATION OF RŪNANGA TRUSTEES

1. REMUNERATION OF TRUSTEES OF RŪNANGA

1.1 Trustees of Rūnanga to be paid ~~meeting~~ daily rate

The Trustees ~~other than the Chairperson~~ shall be paid a ~~meeting rate which shall consist of an annual rate payable divided by the usual number of Rūnanga meetings held in a calendar year (that being 11); rate of \$250 per day for:~~

- ~~(a) each Rūnanga meeting attended; and~~
- ~~(b) any other business attended on behalf of the Rūnanga, approved in accordance with any Rūnanga policy;~~

~~up to a maximum of 18 days per calendar year.~~

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1.2 Chairpersons ~~Annual~~ daily rate ~~to be that of the Ratana Community Board~~

~~The annual rate payable to the Chairperson of the Rūnanga shall be 50% of the amount set by the Remuneration Authority from time to time pursuant to clause 6 of Schedule 7 of the Local Government Act 2002 for the chairperson of the Ratana Community Board. Chairperson shall be paid a rate of \$400 per day for:~~

- ~~(a) each Rūnanga meeting attended; and~~
- ~~(b) any other business attended on behalf of the Rūnanga, approved in accordance with any Rūnanga policy;~~

~~up to a maximum of 52 days per calendar year.~~

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~~1.3 Trustees Annual rate to be that of the Ratana Community Board~~

~~The annual rate payable to other Trustees of the Rūnanga shall be 50% of the amount set by the Remuneration Authority from time to time pursuant to clause 6 of Schedule 7 of the Local Government Act 2002 for the members of the Ratana Community Board (such members not being the chairperson of the board).~~

1.43 Meeting rate payable only for meetings attended

The meeting rate is only payable to Trustees (including the Chairperson) where they have attended Rūnanga meetings or where they can provide evidence of undertaking other business on behalf of the Rūnanga in accordance with Rūnanga policy. For the avoidance of doubt however, attendance does include being part of the meeting through teleconference or other audiovisual/electronic means that are consistent with this Charter.

1.54 Rūnanga may accept lesser amount

The Trustees (including the Chairperson) may accept a lesser annual rate/meeting rate by passing a resolution to that effect at any Rūnanga meeting, which shall remain in force until superseded by a subsequent resolution, however the Trustees may not approve an annual rate/meeting daily rate higher than that prescribed in clauses 1.2 and 1.3 of this Schedule, nor may they seek remuneration for any days over and above the maximum number of days set out in clauses 1.1 and 1.2 of this Schedule.

1.65 Remuneration and attendance must be notified

The ~~annual rate/meeting~~ daily rate must be notified to Members of Ngāti Apa at each annual general meeting, along with the number of ~~meeting~~ days

~~attended by that each Trustee (including the Chairperson) has been remunerated for.~~

~~**1.7 Changes to legislation under which remuneration set**~~

~~Should the legislative provisions referred to in clauses 1.2 and 1.3 of this Schedule be repealed or amended such that the remuneration for Trustees cannot be set in accordance with this Schedule, the remuneration shall continue to be that which existed immediately prior to such repeal or amendment until such time as this Schedule is amended in accordance with the provisions of this Charter.~~



SIGNED by **TE RŪNANGA O NGĀTI APA SOCIETY**)
INCORPORATED as settlor by affixing its common seal)
in the presence of:)

Arikihanara Hirini Maremare (Signature)

Adrian Paki Rurawhe (Signature)

Emma Toroa Pohatu (Signature)

Christina Delphina Te Uru Taiaha Rurawhe-Gush
(Signature)

Cherryl Waerea-I-Te-Rangi Smith
(Signature)

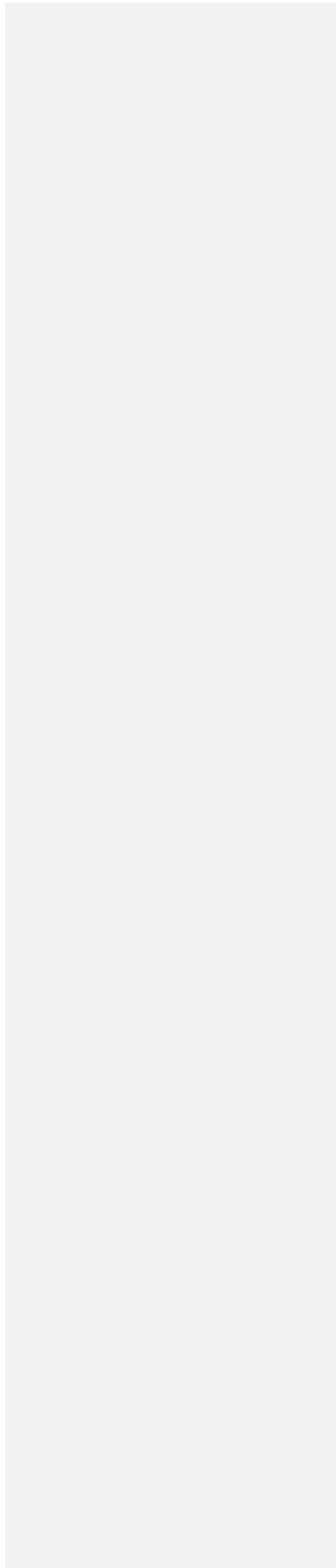
Adrian Tangaroa Wagner (Signature)

Kenneth Ihaia (Signature)

Graham Jonathon Karatau (Signature)

Diana Sally Kawana (Signature)

Alan George Kawana Turia (Signature)



Pauline Ngawati Hineihaumihi Tahau _____
(Signature)

Simon Paul Karipa _____
(Signature)

SIGNED BY Arikihanara Hirini Maremare as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

(Signature)

SIGNED BY Adrian Paki Rurawhe as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

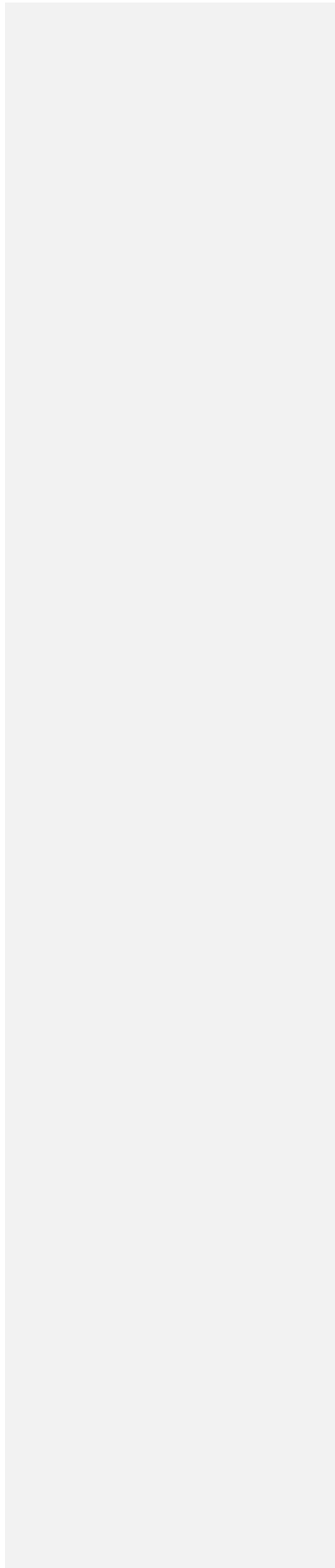
(Signature)

SIGNED BY Ema Toroa Pohatu as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

Signature

SIGNED BY Christina Delphina Te Uru Taiaha Rurawhe-Gush



as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

Signature

SIGNED BY Cheryl Waerea-I-Te-Rangi Smith
as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

(Signature)

SIGNED BY Adrian Tangaroa Wagner as an Initial Trustee

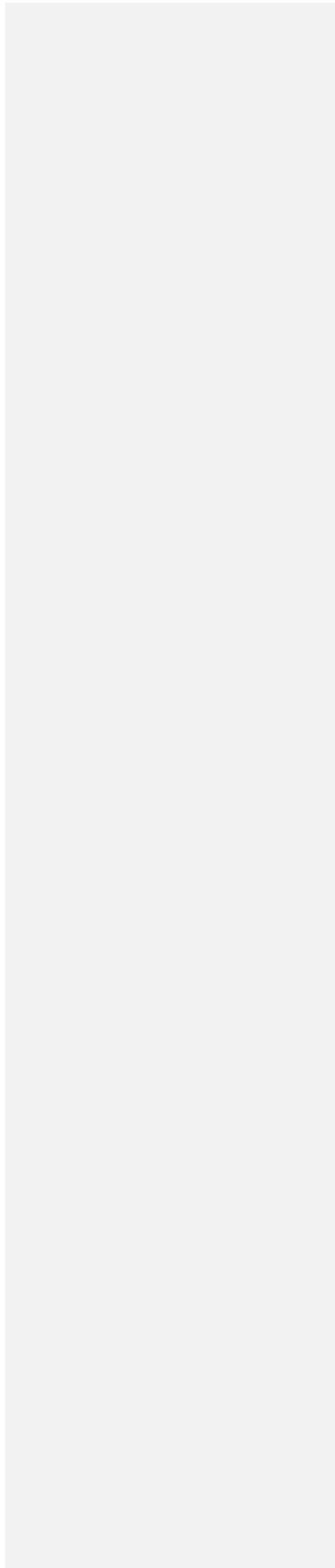
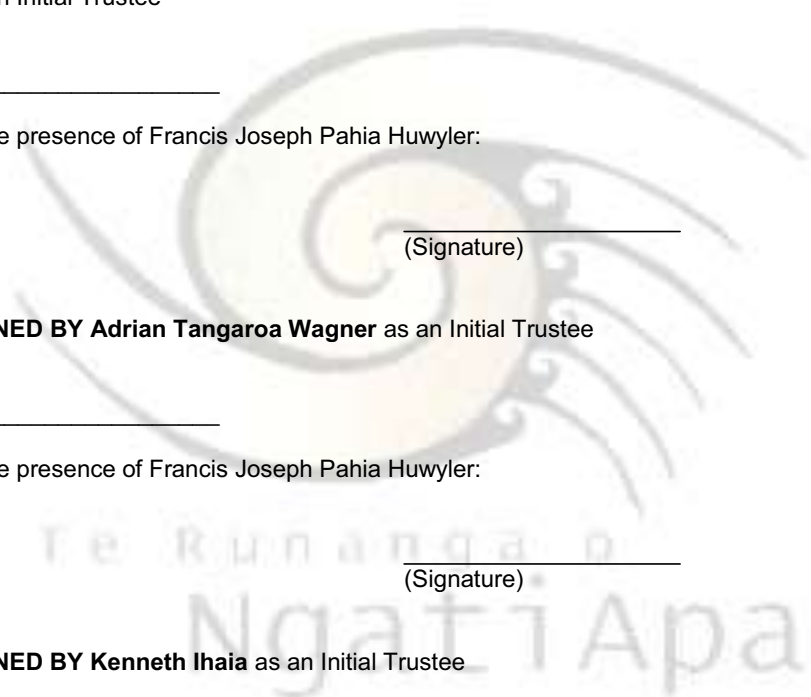
in the presence of Francis Joseph Pahia Huwylar:

(Signature)

SIGNED BY Kenneth Ihaia as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

Signature



SIGNED BY Graham Jonathon Karatau as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

Signature

SIGNED BY Diana Sally Kawana as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

Signature

SIGNED BY Alan George Kawana Turia as an Initial Trustee

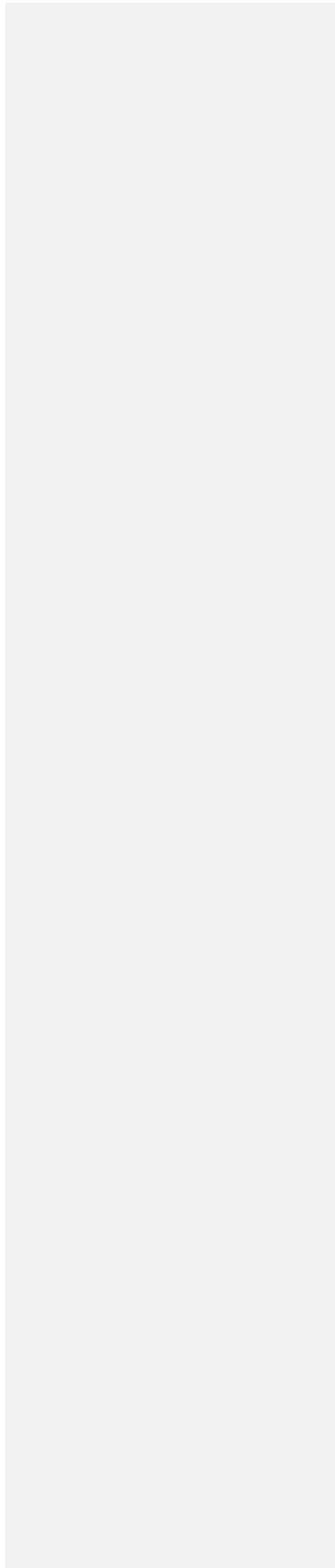
in the presence of Francis Joseph Pahia Huwylar:

Signature

SIGNED BY Pauline Ngawati Hineihaumihi Tahau
as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

Signature



SIGNED BY Simon Paul Karipa as an Initial Trustee

in the presence of Francis Joseph Pahia Huwylar:

Signature

