

**TE RUNANGA O NGATI MANAWA  
TRUST DEED**

**Adopted at Rangitahi Marae**

**On 1 September 2007**

**And**

**As approved on 24 June 2009 following a postal ballot of Members of Ngati Manawa**

**TE RUNANGA O NGATI MANAWA  
TRUST DEED**

**Was originally signed on the 7<sup>th</sup> September 2002**

**Between**

TOPIA HALL	SARAH HOHUA
MARTHA MITAI	TOMA WIHARE
RENATA POUWHARE	TAMATI MANGU KARAKA
HOHEPA POIA REWI	DOREEN HEREHERE McCORKINDALE
DIANE TITIHUIA GRACE	TE RAUPARAHA ROWAN TIHEMA
KAIN TUTATAWHA HOWDEN	RUBINA EMILY AMOKURA BISHOP
TURIA POUARA BARRY	HUATAHI ALICE BERRYMAN
LINDA WHARERAINA NELSON	

**(the “Settlers”)**

and

WILLIAM HENRY WAIPARERA BIRD	DENISE ANN HOWDEN
CHRISTINE HAWEA	RANO BERT MESSENT
ROBERT JOHN JENNER	HIRAANI STAFFORD
RENEE TAWHAI THERESA REWI	MANUTAHU ANDERSON
DOUGLAS TE RANGI KOTUKU REWI	

**(the “Trustees”)**

as of 2005 were:

WILLIAM BIRD (Rangitahi Marae)	MAURICE TOETOE (Rangitahi Marae)	DENISE HOWDEN (Rangitahi Marae)
RANO MESSENT (Tipapa Marae)	HIRAANI STAFFORD (Tipapa Marae)	ROBERT JENNER (Tipapa Marae)
RENEE REWI (Painoaiho Marae)	DOUG REWI (Painoaiho Marae)	PATRICK McMANUS (Painoaiho Marae)
MAANU PAUL (Moewhare Marae)	PAPANUI RURI (Moewhare Marae)	JOHN PORIMA (Moewhare Marae)

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**KAUPAPA**

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- 1 Ngati Manawa recognises that it is necessary to establish a formal trust with the Marae to manage the affairs of the Iwi to represent the collective interests of the Members of Ngati Manawa for all matters.
- 2 In particular, Ngati Manawa wish the Trust to act for, and on behalf of, the Iwi in seeking redress for historical and contemporary Treaty of Waitangi grievances perpetrated against them by the Crown. Such redress will be sought from the Crown through the Waitangi Tribunal, the Office of Treaty Settlements, the New Zealand Courts of Law and the Crown itself (as applicable), as well as any and all other such appropriate bodies.
- 3 The kaupapa of the Settlers, therefore, is to establish a trust based on a Marae structure model to act for, and on behalf of, Ngati Manawa in all matters that are relevant to the Iwi, more specifically to:
  - (a) Seek redress from the Claim Authorities for grievances perpetrated against Ngati Manawa and to deal and negotiate with the Claim Authorities for that purpose;
  - (b) Apply for, and receive, appropriate forms of funding and other monies to help achieve the purpose specified in clause (a) above.
  - (c) Hold and apply all funding and other monies in terms of clause (b) above and any other property for, and on behalf of, the Members of Ngati Manawa.
  - (d) Establish an entity for the purposes of receiving redress from the Claim Authorities resulting from the settlement of the Treaty claims of Ngati Manawa (the "Settlement Entity").
  - (e) Manage any operational or administrative matters arising from the matters specified in this clause C. and
  - (f) Do all such things as are necessary to help achieve the matters in this clause C.
  - (g) The Trustees must ensure that the mana, interests, processes and role of the Marae is safeguarded at all times.
- 4 The Settlers and Members of Ngati Manawa, therefore, agree to establish a trust to be known as Te Runanga o Ngati Manawa (the "Trust") to represent their collective interests and to be responsible for managing the affairs of Ngati Manawa. This Trust will be based on a Marae structure model and will comprise up to three representatives from each of the Marae of Ngati Manawa, who will be appointed as Trustees of the Trust pursuant to the requirements of this Deed.
- 5 The Settlers and Members of Ngati Manawa further agree that the Trust must, at all times, be accountable to, and must act in the best interests of, the Members of Ngati Manawa. To help ensure this occurs, the Settlers and Members of Ngati Manawa require the Trust to seek, each year, confirmation from Ngati Manawa of its mandate to continue representing Ngati Manawa in all matters that are relevant to the Iwi.
- 6 The Trust conducted a general review of this Deed to improve the Deed's accountability and reporting responsibilities to Iwi members and to achieve compliance with the Mandated Iwi Organisation requirements of the Maori Fisheries Act 2004. The Deed was amended to incorporate the changes resulting from the review. The amended Deed was

adopted by the Trustees at a hui held 25 June 2007 at Pukeroa Oruawhata House, Rotorua, and subsequently by Adult Members at a hui held 1 September 2007 at Rangitahi Marae, Murupara.

- 7 On 16 November 2003, the Crown recognised the mandate of the Trust to negotiate, on behalf of Ngati Manawa, the settlement of their historical Treaty of Waitangi claims. On 25 June 2008, Ngati Manawa signed the CNI Deed of Settlement which records the agreement of the CNI Forests Iwi Collective and the Crown to settle the historical CNI Forests Land claims. On 18 September 2008, Ngati Manawa entered into an Agreement in Principle with the Crown which recorded that the parties were willing to settle the historical claims of Ngati Manawa by entering into a Deed of Settlement on the basis set out in the Agreement in Principle.
- 8 The Trust has consulted with Members of Ngati Manawa, and it has been agreed that the Trust will act as the post settlement governance entity for Ngati Manawa, and that other Corporate Entities may be established, (including a Settlement Entity, Asset Holding Company, and other companies and trusts) to operate alongside the Trust to perform activities such as holding and managing assets and delivering social and cultural outcomes for Ngati Manawa.

**IT IS AGREED:****1 DEFINITIONS**

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1.1 In this Deed, unless the context otherwise requires:

**Adult Member** means a Member of Ngati Manawa who is 18 years of age or over.

**Adult Registered Member** means, at the relevant time, an Adult Member who is registered on the Members' Register.

**Annual Plan** means the plan prepared by the Trustees in accordance with clause 12.3 and Schedule Two for distribution to Adult Members at a General Meeting.

**Annual Report** means the report prepared by the Trustees in accordance with clause 12.3 and which must be made available to Adult Members at least 20 Working Days prior to the General Meeting.

**Asset Holding Company** has the meaning given to it in the Maori Fisheries Act.

**Claim Authorities** means the Waitangi Tribunal, the Office of Treaty Settlements, the New Zealand Courts of Law, and the Crown itself (as applicable), as well as any and all other such appropriate bodies.

**Consensus** includes, but is not limited to, a process where Trustees endeavour to reach agreement on a matter relating to the Trust. This process shall allow for the full range of views to be expressed and discussed. Consensus may include a position where all except one of the Trustees is in agreement, but for the purposes of advancing the matter full agreement is deemed to have occurred and Consensus will have been reached. Subject to the provisions of Schedule Three, a process of Consensus extends to include agreement in principle from Trustees to enter into a process of resolving or further discussing a matter at or prior to the next Trustees meeting, and seek input from the respective Marae, with a view to accommodating or compromising opposing views and reaching full agreement, if at all possible, but without prejudicing the ability of the Trust to continue to operate positively in the interests of the Members of Ngati Manawa pending a final decision.

**Confidential Information** means any information the Trustees consider on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which may be detrimental to the interests of Ngati Manawa.

**Corporate Entity** includes a Settlement Entity and any Subsidiary of it, an Asset Holding Company and any Subsidiary of it, a Fishing Enterprise and any Subsidiary of it, and any other company or trust wholly owned or controlled directly or indirectly by the Trust.

**Deed** means this trust deed of Te Runanga o Ngati Manawa and includes any amendments to this Deed made in accordance with this Deed.

**Fisheries Settlement Assets** means the Settlement Quota, Income Shares and any cash transferred from Te Ohu Kai Moana Trustee Limited to the Trust.

**Fishing Enterprise** means a fishing operation established by Ngati Manawa under clause 18.2.

**General Meeting** means an annual general meeting or a special general meeting convened and conducted in accordance with clause 12 and Schedule Two.

**Income Share** has the meaning given to it in the Maori Fisheries Act.

**Iwi** means Ngati Manawa.

**Kaumatua Council** means the committee appointed under clause 5.16.

**Kaupapa** means the philosophy underlying the establishment of the Trust, as set out in clauses A to G.

**Major Transaction** means:

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

but does not include:

- (d) entry into any form of agreement relating to the settlement of a Treaty of Waitangi claim of Ngati Manawa, or the receipt of any assets pursuant to such an agreement;
- (e) any transaction, not being a transaction involving Income Shares or Settlement Quota, entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Trust Property;
- (f) any acquisition or disposition of assets from or to any Corporate Entity or Subsidiary;
- (g) any transfer of Income Shares or Settlement Quota by the Asset Holding Company to a Subsidiary Asset Holding Company in accordance with section 16(3)(b) of the Maori Fisheries Act 2004;
- (h) any exchange of Settlement Quota for Quota of the same market value that is carried out in accordance with the requirements of the Maori Fisheries Act 2004 and in compliance with any policy of the Trust on Quota exchanges that is notified in the Trust's Annual Plan;

provided however that:

- (i) nothing in paragraph (c) of this definition applies by reason only of the Trust giving, or entering into an agreement to give a charge secured over assets of the Trust the value of which is more than 50% of the value of the Trust Property for

the purpose of securing the repayment of money or the performance of an obligation.

**Mandated Iwi Organisation** has the meaning given to it in the Maori Fisheries Act.

**Maori Fisheries Act** means the Maori Fisheries Act 2004.

**Marae** means, for the purpose of this Deed, the following four marae of Ngati Manawa (either individually or collectively according to the context):

- (a) Painoaiho Marae;
- (b) Tipapa Marae;
- (c) Rangitahi Marae; and
- (d) Moewhare Marae.

**Marae Electorate** means, in relation to a Marae, the Adult Registered Members (or persons who have filled in a Registration Form along with their Voting Form) who have nominated that Marae as their chosen Marae for the purposes of electing Trustees for that Marae in accordance with Schedule One.

**Marae Meeting** means any meeting held by any Marae, the purposes for which includes, amongst other things, the election of Trustees for that Marae to the Trust as detailed in Schedule One.

**Member of Ngati Manawa** means a person who by whakapapa, legal adoption or Whangai arrangements, can claim descent from the primary ancestors of the Iwi, namely:

- (a) Tangiharuru and any of his unions with Takuate, Kuranui, Kuraroa, Kuraiti; and
- (b) Apa Hapai Taketake ki Ngati Manawa.

**Members' Register** means the register of Registered Members held and maintained by the Trust in accordance with clause 5.

**Ngati Manawa** means the Iwi of Ngati Manawa comprising the Members of Ngati Manawa.

**Oath of Allegiance** means the oath set out in Schedule Five.

**Perpetuity Period** means the period that commences on the date of this Deed first being executed and ends eighty years less one day after the date of this Deed, that period being within the perpetuity period permitted to be specified in this Deed by section 6 of the Perpetuity Act 1964 and the perpetuity period applicable to this Deed is hereby specified accordingly, or if permitted by legislation at any time the perpetuity period means the period that commences on the date of this Deed first being executed and ends the latest date permitted by that legislation.

**Private Notice** means a notice sent by any means that is private to the recipient and complies with the requirements of the Maori Fisheries Act.

**Public Notice** means a notice that:

- (a) is published in a newspaper generally circulating in the relevant area or areas;
- (b) may also be published by panui or electronic media, including radio or television; and
- (c) complies with the requirements of the Maori Fisheries Act.

**Quota** has the meaning given to it in the Maori Fisheries Act.

**Quota Shares** has the meaning given to it in the Fisheries Act 1996.

**Registered Member** means, subject to clause 5, any Member of Ngati Manawa whose details are entered in the Members' Register.

**Registration Form** means the form used by the Trustees from time to time to elicit information from Members of Ngati Manawa to allow their details to be recorded on the Members' Register.

**Secretary** means any person appointed under clause 11 of Schedule Three.

**Settlement Entity** means an entity (in whatever form) that is established by Ngati Manawa for the purpose of receiving, holding, or managing all or part of any redress (including property) from the Claim Authorities resulting from any of the settlement of the Treaty of Waitangi claims of Ngati Manawa.

**Settlers** means the persons listed on the front page of this Deed, who originally agreed to the establishment of the Trust

**Settlement Quota** has the meaning given to it in the Maori Fisheries Act.

**Subsidiary** means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity.

**Te Kawai Taumata** means the group of that name established under the Maori Fisheries Act.

**Te Ohu Kai Moana Trustee Limited** means the company of that name established under the Maori Fisheries Act.

**Tikanga** means the customary values and practices of Ngati Manawa.

**Trust** means Te Runanga o Ngati Manawa established by this Deed.

**Trustee** means a person elected to the position of Trustee pursuant to Schedule One.

**Trustee Meetings** means any meeting of the Trustees convened and conducted under clause 12.13 and Schedule 3.

**Trust Property** means all property held by the Trustees in their capacity as Trustees of the Trust, including (without limitation) the sum of money specified in clause 2.3 and all other monies, investments and assets of the Trust.

**Vesting Day** means;

- (a) the day upon which the Perpetuity Period shall end; or
- (b) such day being earlier than the day specified in clause (a) above as the Trustees may, in their absolute and uncontrolled discretion by deed, appoint in respect of the whole or any specified part of the Trust Property, and any day so appointed will, for all purposes, be and become the Vesting Day in respect of the whole or specified part of the Trust Property, as applicable.

**Voting Paper** means a voting paper in a form approved by the Trustees which shall:

- (a) if the person is an Adult Registered Member, have the membership number of the Adult Registered Member printed upon it; or
- (b) in the case of a person who is not an Adult Registered Member, shall have a Registration Form attached to and forming part of that voting paper,

that is to be used by the Adult Member for the purposes of any vote conducted under clause 12.11 and elsewhere in this Deed as appropriate.

**Whangai** means a person who is not a direct descendant of a primary ancestor of Ngati Manawa but who is adopted by a Member of Ngati Manawa in accordance with the Tikanga of Ngati Manawa.

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

### **General References**

- 1.2 A matter may be considered to be “in the interests of Ngati Manawa” if it is in the interests of a Marae.
- 1.3 Words importing the singular number shall include the plural number and vice versa.
- 1.4 Reference to a clause, sub-clause or schedule is to the relevant clause, sub-clause or schedule of this Deed.
- 1.5 Headings are for ease of reference only and must be ignored in interpreting this Deed.
- 1.6 The word “person” wherever used in this Deed shall include any incorporated or unincorporated body.
- 1.7 Reference to a statute or statutory provision in this Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.
- 1.8 Should a question at any time arise which is not provided for in this Deed, or should any doubt exist as to the interpretation of this Deed, and should any other matter arise pertaining to the Trust, its property or interests, the Trustees shall determine the matter, whose decision shall be final, subject only to the applicable legislation or regulations applying at that time.
- 1.9 This Deed includes its schedules.

## **2 ESTABLISHMENT OF THE TRUST**

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### **Establishment**

- 2.1 The Settlers hereby establish a Trust to be known as Te Runanga o Ngati Manawa for \$30.00.
- 2.2 The persons referred to in clause 5.1 below are hereby appointed as the initial Trustees of the Trust.
- 2.3 The assets of the Trust will comprise \$30.00 and all other Trust Property.
- 2.4 The Trust Property will be held by the Trustees in trust on the terms and conditions set out in this Deed.

## **3 OBJECTIVE OF THE TRUST**

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- 3.1 The objective of the Trust is to maintain the mana of Ngati Manawa by improving, promoting and securing the economic, commercial, social (including health and educational), cultural development and advancement of Ngati Manawa.
- 3.2 In giving effect to this objective, the Trust must not enter into a Major Transaction unless the Major Transaction has been approved by not less than 75% of the Adult Members who are entitled to vote and cast a vote either in person at a General Meeting or by way of postal ballot in accordance with Schedule Two.

## **4 FUNCTIONS OF THE TRUST**

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- 4.1 The functions of the Trust are to:
- (a) represent Ngati Manawa in all matters that are relevant to the Iwi;
  - (b) seek redress for, and on behalf of, the Members of Ngati Manawa from the Claim Authorities for Treaty of Waitangi grievances perpetrated against Ngati Manawa, including to deal and negotiate with the Claim Authorities for that purpose;
  - (c) establish a Settlement Entity;
  - (d) without prejudice to the function of establishing a Settlement Entity and its power to distribute to any such Settlement Entity, receive in its own right all or part of any redress (including property) from the Claim Authorities resulting from any of the settlement of the Treaty of Waitangi claims of Ngati Manawa, whether in the capacity of a Post Settlement Governance Entity or otherwise as the Trustees see fit;
  - (e) perform the functions of a Mandated Iwi Organisation in accordance with the Maori Fisheries Act;

- (f) hold and apply all Trust Property (including, for the avoidance of doubt, any borrowed money or any funding or other monies) for the benefit of the Members of Ngati Manawa;
  - (g) establish an Asset Holding Company, and if desired, a Fishing Enterprise, in accordance with the Maori Fisheries Act and the requirements of this Deed;
  - (h) deal with central and regional government agencies, tribal authorities and other organizations regarding any matters relevant to Ngati Manawa;
  - (i) apply for and receive appropriate forms of funding and other monies including (without limitation) monies derived from any fisheries settlement between Ngati Manawa and the Crown;
  - (j) carry on any business for the benefit of Ngati Manawa;
  - (k) promote the health, general education and whanau development of Ngati Manawa;
  - (l) promote the social, economic and commercial advancement and development of Ngati Manawa by (without limitation) promoting or supporting business or commercial initiatives or by providing work training in a manner that is appropriate to the particular needs of Ngati Manawa
  - (m) promote the tribal forum to hear and determine matters relevant to Ngati Manawa;
  - (n) revive, maintain and support;
    - (i) the culture and Tikanga of Ngati Manawa in order to perpetuate tribal affiliations and the mana of Ngati Manawa; and
    - (ii) Te Reo Maori among Ngati Manawa;
  - (o) receive and accept any gifts, contributions and property of whatever description and carry out any specified trusts or activities attached to such property if consistent with the objective and functions of the Trust, including holding, on trust, any tribal heirlooms, artefacts, assets and interests;
  - (p) use all reasonable endeavours to compile, maintain and update a comprehensive Members' Register; and
  - (q) do all such things as are necessary to assist the Trust to perform its functions under this clause 4.1
- 4.2 In performing its functions under this Deed, the Trust must, at all times, be accountable to, and must act in the best interests of, the Members of Ngati Manawa, irrespective of where they reside.

## **5 MEMBERS' REGISTER**

**Trust to maintain a Register of Members**

- 5.1 The Trust must:
- (a) have and maintain in a current state, a Members' Register that:
    - (i) includes the name, date of birth and contact details of each Member of Ngati Manawa who applies for registration;
    - (ii) includes the name of the Marae that each Adult Registered Member has nominated as their Marae Electorate ;
    - (iii) is available for inspection by an Adult Member who may view their own details or the details of any of their children or wards under the age of 18 years; and
    - (iv) allocates a registration number to each Registered Member; and
  - (b) make ongoing efforts to register all Members of Ngati Manawa on the Members' Register.
- 5.2 An application to be entered in the Members' Register may be made by:
- (a) an Adult Member;
  - (b) any other Member of Ngati Manawa under the age of 18 years by his or her parent or legal guardian; or
  - (c) any other Member of Ngati Manawa, by an Adult Member on their behalf who, in the opinion of the Kaumatua Council, stands in the stead of a parent of that person,
- such application must be completed on the Registration Form approved for that purpose by the Trustees from time to time.

**Marae Electorates**

- 5.3 Each Member of Ngati Manawa must select on their Registration Form their chosen Marae as their Marae Electorate and that Member shall have the right to participate in the election of Trustees for that Marae in accordance with Schedule One.
- 5.4 Where a Member of Ngati Manawa affiliates to only one Marae, that Member will automatically be deemed to have selected that Marae as his or her Marae Electorate.
- 5.5 For the avoidance of doubt, where a Member of Ngati Manawa affiliates to more than one Marae, that Member may select, on his or her Registration Form, any number of those Marae as his or her Marae Electorate and he or she may participate in the election of Trustees for each of those Marae.

**Kaumatua Council to check Registration Applications**

- 5.6 Each application made in accordance with clauses 5.2 to 5.5 shall be copied to the Kaumatua Council to determine in accordance with clause 5.7 whether the person named

in the application affiliates to such Marae. Each copy shall be sent to the Kaumatua Council within 5 Working Days of receipt of such application.

- 5.7 Upon receipt of such application, the Kaumatua Council shall decide whether, in its opinion acting reasonably:
- (a) such person affiliates to that Marae; or
  - (b) such person does not affiliate to that Marae; or
  - (c) such application or notice should be suspended on the basis that further information is necessary or desirable to make such decision, in which case clause 5.9 shall apply,

and the Kaumatua Council shall advise the Trustees of its decision within 15 Working Days of receipt of such application.

- 5.8 Subject to clause 5.7 the Trustees must enter in the Members' Register any person by or on behalf of whom an application has been made in accordance with clause 5.2 and who, in the reasonable opinion of the Trustees, taking into account the decision of the Kaumatua Council, is a Member of Ngati Manawa.

- 5.9 The Trustees or the Kaumatua Council:

- (a) may require any person seeking registration as a Member of Ngati Manawa to provide evidence verifying that he or she is:
  - (i) a Member of Ngati Manawa; or
  - (ii) affiliated to the Marae selected on their application form; and
  - (iii) such other information as the Trustees or such Kaumatua Council may reasonably request,
 before that person is entered in the Members' Register, and
- (b) may require any person who is entered in the Members' Register to provide evidence verifying that he or she is:
  - (i) a Member of Ngati Manawa; or
  - (ii) affiliated to the Marae entered on the Members' Register or referred to in the relevant notice, and
- (c) may consult with each other in relation to any application for registration or continued registration as a Registered Member.

- 5.10 If the Trustees, acting reasonably and taking into account the decision of the Kaumatua Council, consider that:

- (a) any information about a person received under clause 5.1; or

- (b) the existing information on the Members' Register,
- is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person or their change of details in the Members' Register, the Trustees may:
- (i) in relation to an application, decline to register that person; or
  - (ii) if a person has asked to change their details, decline to make the changes requested; or
  - (iii) may remove that person from the Members' Register if the changes request mean that the person no longer qualifies as a Member of Ngati Manawa.

5.11 If the Trustees exercise their powers in clause 5.10 above, it must notify the person concerned of its decision, and, if requested by that person, of the principal reasons for that decision.

#### **Rights when Registration Declined**

5.12 Where an application for registration is declined or the changes requested by a Member of Ngati Manawa is declined, or any decision is made by the Trustees to remove any person from the register, such decision is final and binding on that person, subject to that person exercising his or her rights under clause 22 and section 180(1)(m) of the Maori Fisheries Act.

#### **Registered Members may Deregister**

5.13 A Registered Member may, at any time, request that his or her registration be removed or terminated. His or her registration will be effective on the date referred to in the request, or if no such date is given, then on the date the request is deemed to be received by the Trust.

#### **Trustees to Inform Marae**

- 5.14 The Trustees must inform the relevant Marae of:
- (a) any application for entry onto the Members' Register received by the Trust from a person who has selected that Marae as his or her Marae Electorate;
  - (b) any notice received by the Trust under clause 5.11 that a Member of Ngati Manawa wishes to change their details held in the Members' Register;
  - (c) the entry on the Members' Register of a Member who has selected that Marae as his or her Marae Electorate;
  - (d) a decision of the Trustees to decline an application for entry on the Members' Register or to make the changes requested in a notice or remove a person from the Members' Register in accordance with this clause 5; and

- (e) the removal of a Registered Member from the Members' Register in accordance with clause 5.11(c)(i) or clause 5.11(c)(ii) where such Registered Member claimed affiliation to that Marae.

5.15 A Registered Member may notify the Secretary of a change to:

- (a) their details recorded on the Members' Register; or
- (b) their Marae Electorate;

and the Secretary shall make such changes on the Members' Register, subject to subclauses 5.6 to 5.11 and 5.14 above.

#### **Kaumatua Council**

5.16 The Trustees must ensure that there is a Kaumatua Council to perform the functions set out in this Deed.

5.17 The Kaumatua Council shall be appointed by the whakaruruhau and shall comprise at least one person for each Marae whom the whakaruruhau consider are versed in Ngati Manawatanga and recognised as such by Members of Ngati Manawa.

#### **Kaumatua Council Recommendations**

5.18 When making a recommendation to the Trustees regarding an application, the Kaumatua Council must apply the provisions of the Maori Fisheries Act relating to registration of Members.

5.19 Where the Kaumatua Council is considering not to register or to remove a Registered Member from the Members' Register, the Kaumatua Council shall provide the person concerned, and any Trustee that person appoints, the opportunity to attend a meeting of the Kaumatua Council and present their account of why they, or their change of details, should be registered or why they should remain, on the Members' Register, as the case may be.

5.20 The Kaumatua Council shall have the discretion to take into account the Kaumatua Council members' own knowledge and such other matters as the Kaumatua Council considers will assist it in making a determination.

5.21 The Kaumatua Council must inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

#### **Members may request Private Notice**

5.22 Any Adult Member may, on their Registration Form, or at any time thereafter, or at any time whether or not on the Members' Register, request that they wish to receive Private Notice of any General Meetings and Voting Papers relating to:

- (a) the election of Trustees for any Marae the Member has selected as his or her Marae Electorate on their Registration Form; and
- (b) any amendment to this Deed or the constitutional documents of any Asset Holding Company or Subsidiary of such company; and

- (c) the disposal of Income Shares or Settlement Quota; and
- (d) any conversion of Quota Shares into Settlement Quota.

## **6 ELECTION OF TRUSTEES**

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### **Initial Trustees**

- 6.1 A majority of the Members of Ngati Manawa present at a Hui-a-Iwi at Painoaiho Marae, Murupara, on 7 September 2002 endorsed the following persons as the initial Trustees of the Trust:

<b>William Henry Waiparera Bird</b>	<b>Rangitahi Marae</b>
<b>Denise Ann Howden</b>	<b>Rangitahi Marae</b>
<b>Christine Hawea</b>	<b>Rangitahi Marae</b>
<b>Douglas Te Rangi Kotuku Rewi</b>	<b>Painoaiho Marae</b>
<b>Renee Tawhai Theresa Rewi</b>	<b>Painoaiho Marae</b>
<b>Manutahi Anderson</b>	<b>Painoaiho Marae</b>
<b>Bert Ronald Messent</b>	<b>Tipapa Marae</b>
<b>Robert John Jenner</b>	<b>Tipapa Marae</b>
<b>Hirani Stafford</b>	<b>Tipapa Marae</b>

### **Election of new Trustees**

- 6.2 Each Trustee that is elected after the initial Trustees:
- (a) must be elected through the particular Marae with which the Trustee is affiliated, in accordance with Schedule One;
  - (b) must be endorsed by the Adult Members of Ngati Manawa present at a General Meeting convened and conducted by the Trust in accordance with the general terms and conditions in clause 12 and Schedule Two as applicable;
  - (c) must be elected for a term not exceeding three years; and
  - (d) is eligible for reappointment.

### **Trustees may have interim powers**

- 6.3 The existing Trustees may, but shall not be obliged to, determine that any newly elected Trustees under clause 6.2(a) shall have all authorities, duties, discretions and powers vested in them by this Deed and at law and equity as if all the requirements of clause 6.2 had been satisfied, pending endorsement in accordance with clause 6.2(b), if it appears to the Trustees that doing so will assist in the functioning of the Trust, provided that if any such Trustee is not subsequently endorsed pursuant to clause 6.2(b) at the first General Meeting following his or her election that Trustee shall immediately cease to act as Trustee under this clause and his or her election shall be deemed to have been revoked, but without prejudice to any actions that may have occurred in the meantime. Newly elected Trustees shall not otherwise have any formal standing or rights or obligations as a Trustee pending endorsement under clause 6.2(b).

### **Number of Trustees**

- 6.4 The Trust shall have a minimum number of six Trustees and a maximum number of 12, comprising of up to three Trustees from each of the Marae and each Trustee must be elected in accordance with Schedule One.

### **Trustee Resignations**

- 6.5 Without prejudice to the duties of the remaining Trustees expressed in this Deed:
- (a) in the event that a Trustee wishes to resign from office as a Trustee, he or she must give notice in writing to the chairperson of the Marae, which he or she was elected through, who must in turn give notice in writing of the resignation to the chairperson of the Trust. Such resignation will be effective immediately upon receipt of the notice by the chairperson of the Trust; and
  - (b) if the Marae to which a Trustee is affiliated passes a vote of no confidence (provided the motion, votes, notice requirements of this Deed are met) in their representative for dereliction of duty then notice in writing to that effect from the Marae to the chairperson of the Trust will be automatically deemed to constitute notice of resignation by that Trustee in accordance with clause 6.4(a).

### **Removal**

- 6.6 Subject to clause 6.6 below, a Trustee may, with the approval of the majority of the Trustees present at a Trustee meeting, be removed from that office if:
- (a) the Trustees are reasonably satisfied that the capability or integrity of the Trust has been seriously compromised because the particular Trustee has;
    - (i) neglected his or her responsibilities as a Trustee; or
    - (ii) has failed to perform his or her responsibilities under this Deed; or
  - (b) the Trustee has, without any reasonable excuse, been absent from;
    - (i) three consecutive meetings of the Trustees; or
    - (ii) at least three meetings of the Trustees during a 12-month period; or
  - (c) the Trustee has breached one or more of the duties set out in Schedule 4; or
  - (d) the Trustee has been;
    - (i) convicted of a crime involving dishonesty as described in Schedule Four;
    - (ii) declared bankrupt;
    - (iii) disqualified as a director of a company pursuant to section 151 (2) of the Companies Act 1993;
    - (iv) previously removed as a trustee under the provisions of clause 6.5; or
  - (e) the Trustee is mentally incapable of exercising his or her powers or performing his or her duties as a Trustee.

**Before a Trustee is Removed**

- 6.7 Before a Trustee is removed from office, the other Trustees:
- (a) must discuss, with the particular Trustee, his or her removal including the reasons for such removal; and
  - (b) must consult with the particular Marae, which the Trustee was elected from, about the Trustee's removal, including the reasons for his or her removal, and shall, if after consulting with the Marae the Trustees shall remove such Trustee, work with the Marae to run an election process in accordance with Schedule One to replace the Trustee who is to be removed; and
  - (c) may, if the other Trustees consider it appropriate or necessary, seek the approval of a majority of the Members of Ngati Manawa present at a General Meeting convened and conducted in accordance with the terms and conditions in clause 12 and Schedule Two.

**7 DUTIES OF TRUSTEES**

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- 7.1 A Trustee, when exercising powers or performing his or her duties as a Trustee, must act:
- (a) in good faith; and
  - (b) with reasonable care, diligence and skill; and
  - (c) with honesty and integrity; and
  - (d) in the best interests of the Members of Ngati Manawa; and
  - (e) in accordance with the requirements of the Trustee Act 1956 and the law of trusts generally; and
  - (f) in accordance with the Oath of Allegiance to Ngati Manawa set out in Schedule Five.
- 7.2 Duties of Trustees
- (a) Each Trustee must at all times fully inform (and keep informed) the Members of Ngati Manawa who are affiliated with the Marae, or who have chosen that Marae as their Marae Electorate, that the Trustee is representing, of all matters relevant to Ngati Manawa.
  - (b) Without limiting the scope of the preceding subclause (a), immediately upon becoming aware that a proposed interest or position of themselves or another Trustee may be questioned by any of the Members of Ngati Manawa or by other Trustee as potentially conflicting with the interests of the Trust, each Trustee is required to notify the chairperson of the Marae they were selected by of that conflict as well as the chairperson of the Trust.
- 7.3 The Trustees must ensure that:
- (a) they act in a manner consistent with the objective and functions set out in this Deed; and
  - (b) the activities of the Trust are conducted efficiently and effectively; and
  - (c) the Trust operates in a financially responsible manner, which involves;
    - (i) prudently managing the Trust's assets and liabilities;
    - (ii) prudently managing all Trust Property;
    - (iii) paying all expenses of the Trust; and
    - (iv) ensuring any remuneration or other fees paid to the Trustees or any other persons are reasonable, having regard to the relevant duties and responsibilities and the Trust's financial capability.

#### **Quarterly Reports for Marae**

- 7.4 In addition to Marae Meetings and the reporting requirements of the Trust set out in clause 12 and Schedule Two, there is also a requirement that all decisions of Trustees be communicated to individual Marae by the Trustee representatives of that Marae in the form of a quarterly report.
- 7.5 The quarterly report shall include an outline of any divergence of views of other Trustees, Trust officers, and Advisory Trustees (if any), and any disclosures made in relation to conflicts of interest.

## **8 POWER OF TRUSTEES**

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- 8.1 Subject to any specific provisions to the contrary in this Deed, the Trustees have full power and authority to sell, lease, invest, mortgage, deal with and generally manage the Trust Property in all respects and to sign all such instruments and documents as the Trustees may consider appropriate as if the Trustees were the absolute beneficial owners of the Trust Property, provided that the Trustees must, at all times, exercise these powers in the best interests of the Members of Ngati Manawa.
- 8.2 The Trustees, in addition to all authorities, duties, discretions and powers vested in them by this Deed and by statute and at law and in equity, have the power and authority to do the following things, including (without limitation):
- (a) do all things as are necessary to assist the Trust to meet its objective and to perform its functions under clauses 3 and 4 above, as applicable;
  - (b) pay all insurance premiums, rates, taxes, rents and other outgoings in connection with any real or personal Trust Property;
  - (c) engage any financial adviser, solicitor, accountant or other expert or professional person as necessary, and act on any opinion, advice or information from such persons;
  - (d) employ, appoint or otherwise engage appropriately qualified persons, as necessary, to help the Trustees carry out the administrative and/or operational functions and activities of the Trust;
  - (e) open and maintain bank accounts at such banks as the Trustees decide from time to time and decide who will be the signatories to such accounts;
  - (f) recover any losses incurred in carrying out the authorities, discretions, duties and powers conferred on the Trustees out of the capital or the income (whether past or future) of the Trust;
  - (g) apply the whole or part of the assets of the Trust as the Trustees decide towards the payment of any liabilities incurred by the Trustees under this Deed, provided that the Trustees cannot sell land that has been received as compensation from the Government and is considered a Taonga by the Iwi;
  - (h) have the accounts of the Trust audited in accordance with clause 13.3;

- (i) borrow money upon such terms and conditions as the Trustees think fit for the purpose of investing such money or for assisting the Trustees to exercise any of their authorities, discretions, duties and power, and no person lending money to the Trustees will be bound to enquire as to the purpose of any such loan or see to the application;
  - (j) give security over all any parts of the Trust Property for the repayment of any money borrowed under clause 8.2(i) above, whether or not the part of the Trust Property over which the security is given benefits by such borrowing;
  - (k) establish any Corporate Entity to further the objective of the Trust; and
  - (l) if the Trustees consider appropriate, purchase or otherwise acquire any real or personal property.
- 8.3 For the avoidance of doubt, the Trustees do not have the power to provide guarantees or loans to Members of Ngati Manawa or other individuals.

## **9 INTERESTS OF TRUSTEES**

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### **Duty to Disclose Conflicts**

- 9.1 A Trustee must disclose to the Trust any conflicts of interest that he or she, may have, in a matter that is to be discussed by, or is relevant to, the Trust, immediately upon becoming aware of such conflict of interest. The potential conflict of interest may fall within the following, but are not limited to situations where the Trustee:
- (a) acquires a personal or direct or indirect interest in any matter that is the subject of a decision or the exercise of a power by the Trustees;
  - (b) is or becomes a representative, Trustee, or board member of any other entity, and the objectives of that entity may conflict with the objectives of the Trust.
- 9.2 Where a Trustee discloses a conflict of interest under clause 9.1, or a conflict of interest of a Trustee is otherwise disclosed to the Trust in accordance with this Deed, the Trustee in question shall disclose the nature of the conflict and provide input on the subject matter of the conflict of interest to the other Trustees. The other Trustees must then decide by Consensus whether that particular Trustee can, after the disclosure;
- (a) be present when a particular matter relevant to the conflict of interest is being discussed by the other Trustees; and
  - (b) take part in any deliberation or decision of the other Trustees relating to that particular matter; and
  - (c) any such Trustee subject to a disclosure of a conflict of interest shall be deemed to be present for the purpose of satisfying the quorum requirements of this Deed in relation to Trustees meetings in respect of the particular matter, regardless of the outcome of the decision of the other Trustees under this clause.

9.3 A disclosure under clause 9.1 and the nature of the other Trustees decision under clause 9.2 must be recorded in the minutes of the meeting.

9.4 Where the requirements of clauses 9.1 and 9.2 are satisfied, no decision or exercise of a power by the Trustees will be invalidated, except by a court of law, on the ground that a Trustee had a direct or personal interest in the result of that decision or in the exercise of that power.

**Members may raise a Perceived Conflict**

9.5 Any Member of Ngati Manawa or a Marae may communicate a perceived conflict of interest of any Trustee to the Trust, by notice in writing, in which case:

- (a) the Trust is then obliged to treat this communication as an issue of such importance that it be discussed at the next duly convened Trustees meeting, unless subclause (c) applies; and
- (b) the Trustees shall decide on the appropriate action in response to any notice of a conflict of interest with reference to clause 9.2; and
- (c) if the Trust receives notice from different Members of Ngati Manawa relating to substantially the same conflict of interest issue or receives the communication on multiple occasions (and the matter has been dealt with at a previous Trustee Meeting or General Meeting), then the Trust is not obliged to discuss the perceived conflict of interest.

9.6 All the above references to Trustees are deemed to equally apply to the position (if it exists from time to time) of an Advisory Trustee. Notwithstanding this conflict provision, all other references to Advisory Trustee remain and it is not deemed that an Advisory Trustee is a Trustee.

## **10 REMUNERATION OF TRUSTEES AND ADVISERS**

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10.1 The Trustees shall, with the approval of a majority of the Adult Members of Ngati Manawa present at a General Meeting convened and conducted in accordance with the terms and conditions in clause 12 and Schedule Two, be entitled to such remuneration for their services as is determined by the Trust, provided that the level of such remuneration is reasonable having regard to the Trustees duties and responsibilities and the Trust's financial capacity.

10.2 The Trustees shall, on presentation of receipts or invoices, be entitled to be reimbursed by the Trust for out of pocket expenses (including reasonable travelling and accommodation expenses) that they have properly incurred as a result of performing their responsibilities as a Trustee, as long as such expenditure has been previously authorised by the chairperson of the Trust prior to it being incurred or such expenditure was incurred in line with such other policy as adopted by the Trust from time to time.

- 10.3 A Trustee may, with the approval of the Trustees, retain any remuneration paid to that Trustee in his or her role as a Director of a Corporate Entity, Asset Holding Company or a Subsidiary.

**Trustees may pay Advisors**

- 10.4 The Trustees may, on presentation of receipts or invoices, pay advisers such amounts as the Trustees consider appropriate for the advisers' services and/or out of pocket expenses in line with such policy as adopted by the Trust from time to time.

**Trustees must Disclose Trust Payments**

- 10.5 The Trustees must disclose to the Members of Ngati Manawa at each annual General Meeting:
- (a) the level of remuneration paid to each Trustee under clause 10.1 above for each 12 month period; and
  - (b) the total amount of any reimbursement paid to each Trustee under clause 10.2 above for each 12 month period; and
  - (c) the total amount paid to any advisers engaged under clause 10.3 for each 12 month period.

## **11 TRUSTEES INDEMNITY**

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- 11.1 A Trustee is not liable for any loss, and will be indemnified out of the Trust Property for any liability, sustained or incurred if the Trustee acted in his or her capacity as a Trustee and:
- (a) properly exercised any of the powers of investment conferred by this Deed; or
  - (b) properly performed his or her functions and duties and properly exercised any of the powers, authorities or discretions conferred upon him or her by this Deed or by law; and

**Trustee not Liable**

- 11.2 A Trustee is not liable for:
- (a) any act or omission done or omitted in his or her capacity as a Trustee, if he or she acted in good faith and with reasonable care when pursuing his or her functions, duties or powers; or
  - (b) the neglect or default of any solicitor, bank accountant, auditor, stockbroker, investment adviser or other agent employed in good faith by the Trustees, and in particular, no Trustee is bound to take any proceeding against a co-Trustee or former Trustee for any breach or alleged breach of Trust committed by such co-Trustee or former Trustee.

- 11.3 The Trust shall ensure that suitable personal indemnity liability insurance be taken out on behalf of Trustees, and the cost of such insurance shall be disclosed as part of the information disclosed under clause 10.4 above.

## **12 MEETINGS AND CONDUCT OF BUSINESS OF TRUST**

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- 12.1 The Trustees must, at all times, conduct the business of the Trust and otherwise regulate its General Meetings (including any annual General Meeting and any special General Meeting) in accordance with the relevant legislation and this Deed and, in particular, the provisions of this clause 12, and Schedules Two and Three.

### **Annual General Meetings**

- 12.2 An annual General Meeting of the Trust shall be held no later than 30 September in each year. The meeting shall be held at a place and time to be determined by the Trustees.
- 12.3 The business of the annual General Meeting shall include the following matters:

- (a) the Annual Report which must include:
  - (i) the information required by Schedule Two;
  - (ii) the information required under the Maori Fisheries Act, which at the time of the adoption of this Deed is that information contained within Schedules Six and Seven; and
  - (iii) policies prepared or amended under clause 18;
- (b) a financial report in accordance with Schedule Two;
- (c) an Annual Plan for the next financial year in accordance with Schedule Two;
- (d) a report about each Asset Holding Company and each Subsidiary of that Asset Holding Company (that receives Fisheries Settlement Assets) in accordance with Schedule Six;
- (e) if relevant, the election of any Trustees in accordance with Schedule One;
- (f) appointment of the auditor; and
- (g) confirmation from Ngati Manawa (by way of resolution) of the Trust's mandate to continue representing Ngati Manawa in all matters that are relevant to the Iwi,

all information referred to in this clause 12.3 must be made available to Adult Members at the Trust office at least 20 Working Days prior to the General Meeting.

### **Special General Meeting**

- 12.4 A special General Meeting of the Trust may be called:
- (a) at any time by the Trustees in accordance with the provisions of this clause 12.4; or
  - (b) by the Trustees in accordance with the provisions of this clause 12.4 on receipt of a request from an Adult Registered Member to convene a special General Meeting, provided that the request:
    - i. is in writing giving details of and the purpose for the meeting;
    - ii. has been given to all Trustees; and
    - iii. has been signed by at least 40 Adult Registered Members.
- 12.5 The date, hour and place at which a special General Meeting shall be held, shall be determined by the Trustees.
- 12.6 For the purposes of a request under paragraph 12.4(b) above, the special General Meeting must be held within 30 Working Days from the date the request was received.
- 12.7 The business to be dealt with at any special General Meeting shall be limited to the matters stated in the notice of such meeting, and shall comply with the requirements of this Deed, the requirements of the Maori Fisheries Act and any other relevant statutory requirement.

### **Adult Member Quorum**

- 12.8 No authority, power, or discretion can be exercised, and no business shall be transacted at any General Meeting unless a quorum is present. The quorum at a General Meeting is 25 Adult Registered Members.
- 12.9 If a quorum is not present within one hour of the time appointed for the start of a General Meeting:
- (a) the General Meeting is to stand adjourned until another date decided by the chairperson of the Trust. Notice of the next meeting must be given in accordance with Schedule Two, provided that the notice will be five Working Days before the next General Meeting is convened; and
  - (b) if there is no quorum present within one hour of the time appointed for the start of the adjourned General Meeting then notwithstanding subclause 12.9(a), the Adult Members present shall constitute a quorum.

### **Procedures at any General Meeting**

- 12.10 The chairperson of the Trust, or the person appointed to take the minutes, must:
- (a) ensure that full and proper minutes are kept of all proceedings and matters discussed at any General Meeting;
  - (b) present the minutes of the previous General Meeting at the next General Meeting immediately following it for the Adult Members to consider and approve;
  - (c) ensure the minutes are signed by the chairperson as a correct record of the proceedings of the previous General Meeting. Minutes that have been signed by the chairperson are prima facie evidence of the proceedings of that General Meeting; and
  - (d) ensure that the minutes of a General Meeting may be requested and inspected by Adult Members upon written notice to the chairperson of the Trust. Where the chairperson receives a request from an Adult Member for any minutes, the chairperson must provide a copy of the particular minutes to the Members within a reasonable time following receipt of the request, subject to any reasonable expenses being paid by the requestor.

### **Voting at General Meetings**

- 12.11 Decisions at any General Meeting shall be made on the following basis:
- (a) except in the case of decisions referred to in paragraph 3.2 and subparagraph 12.11(b) below, by more than 50% of the Adult Members who are entitled to vote and who actually cast a vote in favour of the resolution in accordance with the procedure determined and published by the Trustees and in the absence of the Trustees publishing the procedure by a show of hands at the General Meeting;
  - (b) in the case of:
    - (i) a decision relating to the ratification of, this Deed in accordance with the requirements of sections 17 or 18, as the case may be, of the Maori Fisheries Act, or
    - (ii) a decision relating to the disposal of Income Shares under section 70 of the Maori Fisheries Act; or
    - (iii) a decision relating to the conversion and/or disposal of Settlement Quota in accordance with the requirements of sections 159-162 of the Maori Fisheries Act; or
    - (iv) any proposed amendments to this Deed or to amend the constitution of any Asset Holding Company under clause 24, or
    - (v) a Major Transaction;

by not less than 75% of the Adult Members who are entitled to vote and cast a vote either in person at the General Meeting or by way of postal ballot in accordance with Schedule Two; and

12.12 Each Adult Member shall only have one vote.

### **Trustee Meetings**

12.13 The Trustees must, at all times, conduct the business of the Trust and otherwise regulate its Trustee Meetings in accordance with the relevant legislation and this Deed and, in particular, the provisions of this clause 12, and Schedule Three.

12.14 The Trustees shall meet at least 10 times each year and all Trustee Meetings shall be conducted in accordance with Schedule Three.

## **13 TRUST ACCOUNT**

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13.1 The Trustees must keep and maintain accounting records for the Trust that correctly record and explain all financial transactions of the Trust; and

13.2 Without limiting clause 13.1 above the accounting records must contain:

- (a) entries of all money received and spent each day the persons or organizations who have sent or received such money and the matters to which the money relates; and
- (b) a record of the Trust Property; and
- (c) any particular requirements of the Maori Fisheries Act in relation to Fisheries Settlement Assets.

13.3 The accounts of the Trust must be audited at least once every 12 months by an independent certified chartered accountant (who is a registered member of the Institute of Chartered Accountants of New Zealand). A copy of the accounts and/or the audited accounts must be presented to the Members of Ngati Manawa at each annual General Meeting in accordance with paragraph 1.2 of Schedule Two.

## **14 CUSTODIAN TRUSTEES**

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15.1 The Trustees may appoint custodian trustees on such terms and conditions determined by the Trustees, as long as such custodian trustee is bound by the terms of this Deed in exercising any powers in relation to the Trust Fund.

## **15 EXECUTION OF DOCUMENTS AND OTHER ENFORCEABLE OBLIGATIONS**

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- 16.1 All contracts or other enforceable obligations and all major documents, including (without limitation) financial policy and strategic documents must be approved by a majority of the Trustees at a Trustees meeting and executed by three or more Trustees, including the chairperson or the deputy chairperson, if the chairperson is not available.

## **16 INVESTMENTS**

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- 17.1 The proportion of the Trust Property that the Trustees determine to invest during such time as it is held by the Trustees, must be invested in accordance with the provisions of the Trustee Act 1956, provided that when investing or retaining any Trust Property the Trustees may also have regard to the following matters:
- (a) the indirect benefits of any investment to Ngati Manawa, such as through the creation of employment or educational opportunities for members of Ngati Manawa;
  - (b) the benefit to Ngati Manawa, and the wider community, of investment within the Ngati Manawa rohe; and
  - (c) any conflict between any proposed investment and the cultural, social, and environmental interests of Ngati Manawa.

## **17 COPORATE ENTITIES**

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### **Establishment of Asset Holding Company**

- 18.1 The Trust must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Maori Fisheries Act, such Asset Holding Company is to remain wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Maori Fisheries Act which are summarised (as at the date of this Deed) in Schedule Eight.

### **Establishment of Fishing Enterprise**

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

### **Establishment of Other Corporate Entities**

- 18.3 The Trust may establish any other Corporate Entity that is separate from, but responsible to the Trust, and which is to remain wholly owned by the Trust and perform the functions set out in the constitutional documents of any Corporate Entity.

- 18.4 The constitution of every Corporate Entity, Asset Holding Company or Fishing Enterprise or a Subsidiary of any of them, must require each of them to:
- (a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the objects of the Trust, such objects to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust; and
  - (b) present an annual plan and statement of corporate intent to the Trust; and
  - (c) report annually to the Trust; and
  - (d) have its accounts audited, and
  - (e) For the Asset Holding Company and Fishing Enterprise, may provide for the Trust to appoint up to two Trustees as Directors of the Asset Holding Company or Fishing Enterprise, as the case may be, provided however that at no time may the Trustees comprise more than 40% of the total number of directors of that Asset Holding Company or Fishing Enterprise, and
  - (f) For any other Corporate Entity, may provide the Trustees to appoint Trustees as Directors of that Corporate Entity and the proportion of Trustees that may comprise the total number of Directors for that Corporate Entity.

#### **Strategic Governance**

- 18.5 The Trust shall exercise strategic governance over:
- (a) any Corporate Entity, Asset Holding Company, any Fishing Enterprise and any Subsidiary of either of them; and
  - (b) the process to examine and approve annual plans that set out:
    - (i) the key strategies for the use and development of assets of Ngati Manawa;
    - (ii) the expected financial return on those assets;
    - (iii) any programme to:
      - A manage the sale of annual catch entitlements derived from the Settlement Quota held by any of the Trust's Asset Holding Companies or their Subsidiaries; and
      - B reorganise the Settlement Quota held by Asset Holding Companies or their Subsidiaries, in the buying and selling of Settlement Quota in accordance with the Maori Fisheries Act;
- but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a director of that or those companies under the Companies Act 1993, and nor shall this clause 18.5 or any other provision of these Deed

prevent the Trust or any Subsidiary of the Trust from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the objects and functions in clauses 3 and 4 respectively.

## **18 STATEMENT OF COMMERCIAL AND DISTRIBUTION POLICIES**

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- 18.1 The Trustees shall prepare, or amend, a statement of the policies which shall apply to the commercial activities of the Trust, which shall include
- (a) A description of the core businesses the Trust is involved in;
  - (b) The Trust's policy in respect of the level of distribution or re-investment of income;
  - (c) The Trust's policy in respect of acceptable debt/equity ratio of its investments;
  - (d) The Trust's policies in respect of the use, retention, or alienation of specific assets of the Trust, as identified by the Trustees.
- 18.2 The Trustees shall prepare, or amend, as statement of the policies which shall apply to the distribution of the Trust's assets and income, which shall include:
- (a) The Trust's priorities for funding;
  - (b) The Trust's policies in relation to distributions, including methodologies and policies for the provision of grants to individual beneficiaries or the funding of projects for the benefit of members generally;
  - (c) The Trust's policies in respect of other entities or organisations who may receive distributions, including any requirements or obligations those potential recipients shall be required to meet to be eligible for any distribution;
- 18.3 In formulating a statement of policies for the purposes of clauses 19.1 and 19.2, the Trustees shall have regard to the objective of the Trust, but shall otherwise act in their absolute discretion.
- 18.4 The policies (including any amendments) prepared under this clause 18 shall be made available to any Adult Registered Members upon request.

## **19 APPLICATION OF INCOME AND CAPITAL**

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- 19.1 The Trustees may at any time after payment of, or provision for all costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust:
- (a) pay or apply all or any of the income of the Trust to promote or advance the objective of the Trust and functions of the Trustees, including for any charitable

purpose consistent with the objectives of the Trust and the functions of the Trustees; and

- (b) pay or apply all or any of the capital of the Trust to promote or advance the objective of the Trust and functions of the Trustees, provided that any land returned to the Trust by the Claim Authorities as compensation for the grievances perpetrated against Ngati Manawa must not be alienated or otherwise dealt with by the Trustees without the consent of a majority of the Members of Ngati Manawa present and entitled to vote at a General Meeting called for that purpose and convened in accordance with the terms and conditions in clause 12,

PROVIDED THAT payments or applications of income or capital may only be made if Trustees are satisfied that it is consistent with the policies prepared in accordance with clause 18.

- 19.2 The Trustees may pay or apply all or any of the capital or income of the Trust to the Settlement Entity, once established, so long as any such transfer complies with this Deed and the Maori Fisheries Act.

## **20 TRUST ON VESTING DAY**

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- 20.1 On the Vesting Day, the Trustees will stand possessed of such of the capital and income of the Trust Property, which they must hold on trust for the Members of Ngati Manawa.

## **21 RESETTLEMENT**

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- 21.1 The Trustees have the power to settle or resettle the whole or any part of the Trust Property upon Trust in accordance with the provisions of this Deed to:

- (a) the Settlement Entity; or another entity which represents all of the Members of Ngati Manawa; and
- (b) the resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting by a majority of 75% of the Adult Members of Ngati Manawa who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule Two and no such resolution shall be passed unless Public Notice in respect of that resolution has been given,

as long as any resettlement of Fisheries Settlement Assets complies with the Maori Fisheries Act.

## **22 DISPUTES PROCEDURE**

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- 22.1 The Trustees may, from time to time, approve a disputes resolution policy to apply to any disputes that may arise between Adult Members and the Trust, or to disputes arising from an application for membership under clause 5. Any such policy must be consistent with clauses 22.2 below, principles of natural justice,

Ngati Manawa Tikanga, and the Maori Fisheries Act. A disputes resolution policy made under this clause shall be made available to any Adult Registered Members upon request.

- 22.2 In the absence of any disputes resolution policy approved under clause 22.1:
- (a) the party raising an issue of dispute (“Disputing Party”) will as soon as reasonably practicable give the party against whom a dispute is raised (“Responding Party”) notice of any dispute to which this clause relates, such notice to specify in sufficient detail:
- i. the matters in dispute;
  - ii. the nature of any claims or allegations made by the Disputing Party against the Responding Party; and
  - iii. the action sought by the Disputing Party (if any) to resolve the issue in dispute.
- (b) the Responding Party may, within 10 Working Days of receiving notice of a dispute under clause 22.2(a), give a response to the Disputing Party responding to the claims or allegations made in the Disputing Party’s notice and setting out:
- i. what actions it will take in response to the Disputing Party’s requests in the notice of dispute issued in accordance with 22.2(a); or
  - ii. if it is not able or willing to take some or all of the actions sought under the notice of dispute issued in accordance with clause 22.2(a), stating the reasons why it cannot, or will not, take those actions.
- 22.3 If, after undertaking the steps and actions set out under clause 22.2(b), the parties are unable to resolve the dispute (or the dispute is provided for in clause 22.4) they must, acting in good faith, endeavour to agree a process consistent with Ngati Manawa Tikanga for resolving the dispute.
- 22.4 In the absence of any disputes resolution policy approved under clause 22.1, or if such a policy is not applicable, if any dispute shall arise between Adult Members and the Trust dealing with any matter under the Maori Fisheries Act, that dispute shall be determined in accordance with Part 5 of the Maori Fisheries Act. The provisions of this clause shall not derogate from the rights or obligations of the Trust or any Member pursuant to any Act or provision of law or equity.

## **23 WINDING UP**

- 23.1 The Trustees may resolve to wind up the Trust at any time, including when the Settlement Entity is established. Where this occurs, the Trustees must, within twenty Working Days from the date of such resolution, settle or resettle the balance of the Trust Property after making proper allowance for any liabilities or other obligations of the Trust, upon trust to:
- (a) the Settlement Entity; or

- (b) another entity that represents all of the Members of Ngati Manawa, as the Trustees determine.
- (c) the Marae,

as long as any Fisheries Settlement Assets are dealt with in accordance with the Maori Fisheries Act.

## **24 AMENDMENT TO THIS DEED & ANY CONSTITUTIONAL DOCUMENT**

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- 24.1 Subject to the provisions of this clause 24, this Deed may be amended, revoked or added to by a special resolution passed by a 75% majority of Adult Members voting at a General Meeting in accordance with the requirements of clause 12.
- 24.2 To the extent that a proposed amendment of this Deed relates to matters provided for by or under the Maori Fisheries Act, such amendment:
- (a) may not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngati Manawa; and
  - (b) may only be promoted if the Iwi resolves at a General Meeting that the amendment is for the collective benefit of all Members; and
  - (c) must be consistent with the Maori Fisheries Act.

### **Amendments to Constitutions of Corporate Entities**

- 24.3 To the extent that a proposed amendment of the constitutional documents of an Asset Holding Company relates to matters provided for by or under the Maori Fisheries Act, such amendment:
- (a) may not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngati Manawa;
  - (b) may only be promoted if the Iwi resolves that the amendment is for the collective benefit of all Members; and
  - (c) must not be inconsistent with the Maori Fisheries Act or any other enactment or rule of law.
- 24.4 Any Adult Member may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5 the person is a Member of Ngati Manawa. However, the Trustees are under no obligation to make such changes as proposed.

## **25 DELEGATION**

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- 25.1 The Trustees may, from time to time, delegate any of their functions or powers to any person, subject to:
- (a) the approval of a majority of the Adult Members of Ngati Manawa present at a General Meeting convened and conducted in accordance with the terms and conditions in clause 12; and
  - (b) the other terms and conditions in this clause 25 being satisfied; and
  - (c) the Trustee Act 1956,
- but the Trustees cannot delegate strategic governance referred to in clause 18.5.
- 25.2 A delegation of any of the functions or powers of the Trustees;
- (a) is revocable at will; and
  - (b) does not prevent the Trustees from performing the function or exercising the power.
- 25.3 In selecting a person who is not a Trustee to be a delegate, the Trustees must use their best endeavours to ensure that:
- (a) the person has the appropriate skills, expertise and the commitment to perform the particular functions or to exercise the particular powers of the Trustees; and
  - (b) the person has the personal qualities and attributes necessary to perform the particular functions or to exercise the particular powers of the Trustees to the same level specified in clause 8;
  - (c) the person;
    - (i) has not been convicted of a crime involving dishonesty as described in Schedule Four;
    - (ii) has not been declared bankrupt;
    - (iii) has not been disqualified as a director of a company pursuant to section 151(2) of the Companies Act 1993;
    - (iv) is not mentally incapable of exercising the powers or performing the functions of the Trustees.
- 25.4 Before appointing a person who is not a Trustee to be a delegate, the Trustees must require that person to;
- (a) provide the Trustees with a written statement;
    - (i) disclosing any conflict of interest that he or she has, or may have, with the Trust;

- (ii) confirming that none of the conditions in clause 6.5 apply to him or her; and
  - (iii) agreeing not to disclose to third parties any confidential matters, documents, information and other material relating to the business of the Trust,
- (b) agree in writing to comply with the terms and conditions in this Deed, in particular the duties specified in clause 6 above, and any other terms and conditions that the Trustees consider necessary, in their absolute discretion.
- 25.5 If a function or power of the Trustees is delegated under this clause 25, the delegate must;
- (a) perform the function or exercise the power in the same manner, subject to the same restrictions, and with the same effect as if the delegate were a Trustee; and
  - (b) not delegate the function or power to another person.
- 25.6 A delegate will not be entitled to remuneration for his or her service without the approval of a majority of the Members of Ngati Manawa present at a General Meeting convened and conducted by the Trustees in accordance with the terms and conditions in Clause 12. Where such approval is obtained, the level of remuneration:
- (a) may be determined by the Trustees, provided that the level is reasonable having regard to the delegates duties and responsibilities and the Trust's financial capacity; and
  - (b) must be disclosed to the Members of Ngati Manawa at each Annual General Meeting in accordance with clause 10.
- 25.7 For the avoidance of doubt, any Trustee who is delegated a function or power of the Trust is not entitled to remuneration as a delegate under this clause 25 if he or she is already entitled to remuneration as a Trustee under clause 10 above.

## **26 COMMITTEES**

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- 26.1 The Trust may;
- (a) establish 1 or more committees for a particular purpose or purposes;
  - (b) appoint members of the committee but must include at least one Trustee as a member of each committee; and
  - (c) dissolve any committee.
- 26.2 All members of a committee must comply with the terms and conditions in this Deed when exercising the duties and functions of the committee, and any other terms and conditions that the Trust considers necessary, in its absolute discretion.

## **27 PAKEKE AND KAUMATUA**

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- 27.1 The Trustees acknowledge and agree that the pakeke and kaumatua of Ngati Manawa have the mana and authority to attend all Trustee meetings and to act as whakaruruhau to:
- (a) provide advice regarding any cultural matters, including (without limitation) whakapapa, Tikanga, te Reo Maori, and waahi tapu; and
  - (b) participate in any discussions, decision making or other activities regarding any of the matters set out in the preceding subclause (a).
- 27.2 The pakeke and kaumatua of Ngati Manawa shall be eligible for the Kaumatua Council established under clause 5.16.

## **28 GOVERNING LAW**

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28.1 This Deed is governed by New Zealand law.

### **Execution**

**Amendment Executed** by the current Trustees as of 24 June 2009.

**SIGNED** by the **TRUSTEES**

William Henry Waiparera Bird

Patrick McManus

Maurice Toetoe

Robert John Jenner

Hirani Stafford

Ema Kalman

Lou McManus

Pou Rewi

**Schedule One**  
**Election of Trustees**

**1. Marae to hold Trustee Elections**

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- 1.1 The Trust must work with each Marae to ensure that the Adult Members of each Marae elect up to three Members of Ngati Manawa for each Marae to be Trustees of the Trust in accordance with, and subject to, the terms and conditions set out in this Schedule One.
- 1.2 Each Marae must hold a Marae Meeting for the election of each of its three Trustees at which the Adult Members who have selected that Marae as their Marae Electorate or otherwise affiliate with that Marae, as applicable, may vote in the election of any Trustee.
- 1.3 Every Marae Meeting shall be at a date prior to the annual General Meeting so as to ensure the Trustees have time to fulfil their obligations under this Deed and the Maori Fisheries Act in relation to every Trustee election.

**2. Nomination of Trustees**

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- 2.1 In electing a person to be a Trustee, each Marae must comply with the following:
- (a) no later than 35 Working Days prior to the Marae Meeting at which the election of Trustees will be held, publicly notify Adult Members of Ngati Manawa who have selected that Marae Electorate, that nominations for the position of Trustee may be lodged. The nomination must:
    - (i) contain details of the nominee's full name, address and contact number; and
    - (ii) include the written signature of both the candidate and the nominator; and
    - (iii) include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of these matters specified in clause 6.5(d)-(e), or has been removed from office as a Trustee in the past in accordance with the provisions of clause 6; and
    - (iv) be accompanied by a brief statement containing details of experience and objectives relevant to the position of Trustee; and
    - (v) specify the Marae for which the nominee is intending to stand; and
    - (vi) be endorsed in writing by the Chairperson or Deputy Chairperson of the Marae Committee of the Marae Electorate for which the nominee is intending to stand; and
    - (vii) only be made by Adult Registered Members who have chosen that Marae as their Marae Electorate.
  - (b) nominations for the position of Trustee be received at office of the Trust no later than 25 Working Days before the Marae Meeting at which the election of Trustees is to be held.

### **3. Notice of Elections**

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- 3.1 Whenever an election of Trustees is to be held for a Marae, the Trust must ensure that each Marae:
- (a) issues Public Notice no later than 20 Working Days prior to the Marae Meeting, such notice to specify:
    - i. the date and time of the Marae Meeting and its venue;
    - ii. the agenda for the meeting;
    - iii. where any relevant explanatory documents may be viewed or obtained;
    - iv. advice on how the vote will be conducted;
    - v. the closing date for any postal ballot to be received by the Trust, which must be no later than the day of the Marae Meeting;
    - vi. any other information specified by or under the Maori Fisheries Act; and
  - (b) issues Private Notices no later than 20 Working Days prior to the Marae Meeting to all Adult Members who have requested such notice pursuant to clause 5.24 which shall include all the information in paragraph 3.1(a) of this Schedule One and a copy of the Voting Paper upon which the relevant Adult Members of Ngati Manawa may lodge their vote.

### **4. Election Process**

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- 4.1 Each Adult Member of Ngati Manawa may cast one vote for their chosen nominee in the Member's selected Marae Electorate, either:
- (a) in person at a meeting held for the purposes of electing a Trustee for a particular Marae by filling in a Voting Paper denoting their selected nominee and place that in a ballot box provided by the returning officer; or
  - (b) by way of a postal ballot.
- 4.2 Any postal ballot must be received at the latest on the date of the Marae Meeting for a particular Marae, such date to have been notified in the Public Notice referred to in paragraph 3.1(a) above and in any Private Notice referred to in paragraph 3.1(b) above.

#### **Number of Nominations**

- 4.3 If the number of valid nominations is equal to, or less than, the number of vacant offices, the candidates shall be declared elected unopposed by the returning officer and a postal ballot will not be necessary.

### **Returning Officer**

- 4.4 For each election the Trustees shall appoint a returning officer who shall supervise the conduct of the election. A nominee for Trustee, a Trustee and employees of the Trust shall not be eligible to act as a returning officer.
- 4.5 The returning officer must also certify the results of the ballot and provide such details of the result as are required by the Trustees, to the Trustees.
- 4.6 The returning officer shall count the postal ballots and votes cast at the Marae Meeting and declare the results to the Members their present. The highest polling candidate for each vacant office shall be appointed to such office.
- 4.7 All Voting Papers, lists, envelopes and other documents used in connection with the election shall be preserved and retained by the Secretary for a period of one year from the date of the postal ballot.

### **5. Rotation of Trustees**

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- 5.1 Each Trustee shall hold office for a maximum of three years, though retiring Trustees shall be eligible for re-election in accordance with the provisions of this Deed.
- 5.2 A rotation policy shall apply to the retirement and election of Trustees so that two trustees for each Marae retire one year and then the final Trustee retires and the policy shall start in the following manner:
- (a) prior to the annual General Meeting for 2008, two Trustees from each Marae shall retire and elections shall be held;
  - (b) prior to the annual General Meeting for 2010, the third Trustee from each Marae, not being any of the Trustees newly elected under paragraph 5.2(a) of this Schedule 1, shall retire and elections shall be held;
  - (c) the Trustees to retire under paragraph 5.2(a) shall be the Trustees who have been longest in office since their last election, but as between persons who became Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot;
  - (d) the rotation policy may continue in this manner and for the avoidance of doubt there shall be one annual General Meeting every three years where an election of Trustees is not required;
  - (e) all elections must be held so as to ensure that the term in the preceding paragraph 5.1 is complied with.

### **6. Oath of Allegiance**

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- 6.1 Each Trustee shall, following their election as Trustee, take the Oath of Allegiance as provided in Schedule Five.

**Schedule Two**  
**General Meetings of Members of Ngati Manawa**

**Annual Report**

- 1.1 The Annual Report shall relate to the previous financial year and include the following matters:
- (a) information on the steps taken by the Trust to increase the number of Registered Members;
  - (b) a comparison of the Trust's performance against the objectives set out in the Annual Plan, including:
    - (i) changes in the value of the Trust's assets; and
    - (ii) profit distribution,
  - (c) reports about Settlement Quota, interactions with other entities and constitutional changes for the purposes of the Maori Fisheries Act in accordance with schedules Six and Seven.
  - (d) any persons whom the Trust has delegated its functions or powers to under clause 25 and the nature of the functions and powers delegated; and
  - (e) the level of remuneration paid to any delegate or advisor under clause 25.
- 1.2 The annual financial report shall be audited and prepared in accordance with generally accepted accounting practice, and shall account separately for any cash assets received from Te Ohu Kai Moana Trustee Limited.
- 1.3 An Annual Plan for the next financial year that must include:
- (a) the objectives of the Annual Plan;
  - (b) the policy of the Trust in respect of the sales and exchanges of Settlement Quota;
  - (c) any changes in that policy from the policy for the previous year; and
  - (d) any proposal to change the constitutional documents of any Fishing Enterprise owned by the Trust.

**Public Notice**

- 1.4 Not less than 20 Working Days shall be given of a General Meeting, which shall include Public Notice, which shall specify:
- (a) the date and time of the meeting and its venue;

- (b) the nature of the business to be transacted at the General Meeting in sufficient detail to enable the Members to form a reasonable judgment about the nature of the business to be transacted;
- (c) where any relevant explanatory documents may be viewed or obtained;
- (d) advice on how the vote, if applicable, will be conducted; and
- (e) any other information specified by or under the Maori Fisheries Act.

1.5 Where such notice relates to a General Meeting to:

- (a) ratify the constitutional documents of the Trust for the purposes of section 17(2) of the Maori Fisheries Act, the notice must also advise that a vote is to be taken to ratify the constitutional documents of the Trust; or
- (b) endorse or elect Trustees, where a Marae has not complied with its obligations in respect of the election of Trustees for that Marae, amend this Deed or the constitutional documents of any Asset Holding Company or any Subsidiary of such company, or
- (c) the disposal of Income Shares or Settlement Quota, or
- (d) the conversion of Quota Shares into Settlement Quota,

the notice must also include the names of the new Trustees to be elected or endorsed, or the nature of the proposed amendment(s) to this Deed, or other details on which the vote is to be taken, as applicable,

**Private Notice**

1.6 Private Notice of a General Meeting must also be given to:

- (a) all Adult Registered Members, in the case of a General Meeting to ratify the constitutional documents of the Trust for the purposes of section 17(2) of the Maori Fisheries Act; and
- (b) those Adult Members who request a Private Notice in accordance with clause 5.24 in the case of a General Meeting to elect Trustees, amend this Deed or the constitutional documents of any Asset Holding Company or any Subsidiary of such company, or the disposal of Income Shares or Settlement Quota, or the conversion of Quota Shares into Settlement Quota,

and such notice must give:

- (i) the information required for the Public Notice above in paragraph 1.4 of this Schedule Two;
- (ii) a copy of the Voting Paper; and
- (iii) the address to which, and the date by which, the completed Voting Papers must be returned.

- 1.7 It shall not be necessary for the Trust to provide Private Notice to any Member where the Trustees believe on reasonable grounds (and has evidence supporting that belief), that the Member's contact details are not current.

**2. Valid Votes**

- 2.1 Completed Voting Papers must be returned to the registered office of the Trust not less than one day prior to the relevant General Meeting if sent by post, or may be cast on the day of the General Meeting in a box provided by the Returning Officer for that purpose.
- 2.2 It is the duty of the Returning Officer to collect and count all Voting Papers received by him or her and to sign a certificate that he or she has carried out these duties and which sets out the results of the count required by this Schedule Two.
- 2.3 Such certificate shall be presented to the chairperson of the relevant General Meeting who shall ensure that the certificate is annexed to the minutes of the meeting in the minute book.
- 2.4 The chairperson shall take such postal votes into account in respect of the resolution on which the votes have been cast.
- 2.5 There shall be no voting by proxy at any annual or special General Meeting.
- 2.6 The conduct of a vote of Adult Members must provide that:
- (a) in order for a vote to be validly cast, the person casting it must:
    - (i) where the person is already an Adult Registered Member, record their membership number on the Voting Paper; or
    - (ii) where the person is not registered at the time of the vote, also complete a Registration Form approved by the Trustees from time to time, which shall be attached to and form part of the Voting Paper,
  - (b) no vote shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngati Manawa and to a Marae has been confirmed either:
    - (i) because that person is an Adult Registered Member at the time they cast their vote; or
    - (ii) if that person has applied at the time that their vote was cast, to become an Adult Registered Member, because their registration was accepted in accordance with clause 5.

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

**3. Outcome of Vote**

- 3.1 Where a question or matter arising at a General Meeting convened under paragraph 2.6(a) of this Schedule Two is decided by a majority of votes cast, all Members of Ngati Manawa (including the Trustees) must collectively support and comply with this decision regardless of their personal views or the views of their Marae and regardless of whether or not they were present at the General Meeting concerned.

**Schedule Three**  
**Meetings of the Trustees**

**1. Meetings of the Trust**

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1.1 The Trustees must hold a minimum of 10 meetings per year.

**2. Notice of Meetings**

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2.1 The chairperson of the Trust, or a person delegated by the chairperson, must ensure that;

- (a) any resolution relating to the matters in clause 12 and Schedule Two is made in accordance with those provisions;
- (b) each Trustee is given notice of a Trustees Meeting at least 7 Working Days except under exceptional circumstances such as emergencies before the meeting is held; The notice may be:
  - (i) Delivered in person to each Trustee; or
  - (ii) Posted to each Trustee's address or delivered to a Post Office Box which a Trustee is using at the time; or
  - (iii) Sent by facsimile machine to a telephone number used by a Trustee for the transmission of documents by facsimile;
  - (iv) Conveyed by telephone to each Trustee
- (c) any notice given to a Trustee in accordance with paragraph 2.1(a) above states;
  - (i) The time of, and place for, the meeting;
  - (ii) The nature of the business to be transacted at the meeting in sufficient detail to enable a Trustee to form a reasoned judgment about the nature of the business to be transacted; and
  - (iii) The nature of any resolutions to be put to the Trustees at the meeting (if practicable or appropriate).

2.2 An irregularity in a notice of a Trustee Meeting is waived if all the Trustees entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity, or if all the Trustees entitled to receive notice of the Trustee Meeting agree to the waiver.

### **3. Quorum**

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- 3.1 No authority, power, or discretion of the Trustees can be exercised, and no business of the Trust can be transacted, at any Trustees Meeting, unless the quorum of Trustees is present at the meeting.
- 3.2 The quorum of Trustees for a Trustee Meeting is six in total.
- 3.3 If one hour after the commencement time appointed for the Trustee Meeting a quorum of Trustees has not been constituted, the meeting is to stand adjourned until another date decided by the chairperson of the Trust. Notice of the adjourned meeting must be given in accordance with paragraph 2 of this Schedule, provided that the notice period will be four Working Days before the adjourned meeting is reconvened, and the chairperson of the Trust must use reasonable endeavours to select a time and place for that meeting that will accommodate the schedules of as many of the Trustees as possible. At any adjourned meeting, the Trustees present shall comprise a quorum, provided they consist of a majority of the Trustees in office at the time.
- 3.4 If the quorum requirement is unable to be satisfied on a continuing basis for any reason then the chairperson of the Trust shall have power to and must call an urgent General Meeting in accordance with Clause 12 to address the situation.

### **4. Presiding Trustees**

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- 4.1 The chairperson must preside at each Trustee Meeting, if he or she is present.
- 4.2 If the chairperson is not present, the deputy chairperson must preside at the Trustee Meeting, if he or she is present.
- 4.3 If neither the chairperson nor deputy is present, then the Trustees present at the Trustee Meeting must elect a person to preside at the meeting.

### **5. Decision Making**

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- 5.1 Trustees shall endeavour to determine all matters by Consensus.
- 5.2 In the event that Consensus is not achieved on the first occasion a matter is before the Trustees for determination then the matter shall be deferred until a subsequent meeting is convened in accordance with paragraph 2 of this Schedule. The matter shall then be determined in accordance with paragraph 5.3 below.
- 5.3 In the event that a Consensus on a particular matter is still unable to be reached at a subsequent meeting, the matter may be decided by a 75% majority of Trustees who hold office at that time.
- 5.4 Only the Trustees are entitled to vote at a Trustees Meeting. Each Trustee has one vote.

### **6. Compliance with Decisions**

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- 6.1 Where a question or matter arising at a Trustee Meeting is approved by the Trustees under paragraph 5 above, all the Trustees must collectively support and comply with this decision regardless of their personal views or the views of their Marae and regardless of whether or not they were present at the Trustee Meeting concerned.

## **7. Minutes**

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- 7.1 The chairperson must ensure that full and proper minutes are kept of all proceedings and matters discussed at a Trustee Meeting.
- 7.2 The chairperson, or the person appointed to take the minutes, must present the minutes of the previous Trustee Meeting at the next Trustee Meeting immediately following it for the Trustees to consider and approve.
- 7.3 The minutes must be signed by the chairperson as a correct record of the proceedings of the previous meeting. Minutes that have been signed by the chairperson are prima facie evidence of the proceedings of that meeting.
- 7.4 The minutes of a Trustee Meeting may be requested and inspected by Members of Ngati Manawa. Where the Trust receives a request from a Member of Ngati Manawa for any minutes of a Trustee Meeting, the Trust may, if it considers it appropriate, providing a copy of the particular minutes to the Member of Ngati Manawa within a reasonable time following receipt of the request.

## **8. Confidentially**

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- 8.1 All matters, documents, information and other material relating to the business of the Trust that are confidential to the Trust, must not be disclosed except where such disclosure is:
- (a) otherwise permitted under this Deed; or
  - (b) unanimously approved by the Trustees present at a Trustee Meeting.

## **9. Method of Meetings**

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- 9.1 A Trustee Meeting may be held either:
- (a) by a number of the Trustees who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
  - (b) by means of audio, or audio and visual communication by which all the Trustees participating and constituting a quorum can simultaneously hear each other throughout the meeting.

**10. Admission of Members of Ngati Manawa**

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- 10.1 The Trust may, if it considers it appropriate, allow Members of Ngati Manawa to attend the whole or any part of a Trustee Meeting and to participate in any discussions of the Trust. For the avoidance of doubt, a Member of Ngati Manawa who attends such meetings is not entitled to vote.

**11. Officers of the Trust**

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- 11.1 The Trustees will, as soon as reasonable practicable following the establishment of the Trust (and any other time thereafter), elect a chairperson, secretary and treasurer of the Trust for a period determined by the Trust but not exceeding a continuous period of 3 years. For the avoidance of doubt:
- (a) the chairperson must be a Trustee whereas the secretary and treasurer may be a non-Trustee; and
  - (b) the chairperson, secretary and (if applicable) the Treasurer of the Trust will also perform these roles at any General Meeting convened in accordance with the terms and conditions set out in Clause 12.

**Schedule Four**  
**Crime Involving Dishonesty**

**1. Purpose of this Schedule Four**

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- 1.1 This Schedule Four sets out particular crimes involving dishonesty that are applicable in terms of determining whether:
- (a) A Trustee should be removed from office under clause 6;
  - (b) A person is fit to be a delegate under clause 25; and
  - (c) A person is fit to be selected as a Trustee under Schedule One.

**2. Crimes Involving Dishonesty**

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- 2.1 The particular crimes involving dishonesty that are applicable under paragraph 1.1 of this Schedule Four are described in Part 10 of the Crimes Act 1961, more specifically (but without limitation);
- (a) Sections 219-222 (theft)
  - (b) Sections 231-233 (burglary)
  - (c) Sections 234-239 (robbery and blackmail)
  - (d) Sections 240-242 (crimes involving deceit)
  - (e) Sections 234-244 (money laundering)
  - (f) Sections 246 (receiving)
  - (g) Section 255-265 (forgery)

**Schedule Five**  
**Oath of Allegiance**

**Te Runanga o Ngati Manawa**  
**Oath of Allegiance**

*Kua whakaae ahau a ..... kua tohua nei e toku marae hei waha korero mona, kia pumau ki nga whakaritenga o **Te Runanga O Ngati Manawa**, e whai ake nei.*

1. *Tuatahi, kia tika katoa aku mahi mo **Ngati Manawa**, a ko ia tonu hei mana moku I nga wa katoa.*
2. *Tuarua, kia mau pumau ahau ki te mauri o te kawenata, me tona kaupapa*
3. *Tuatoru, kia aro atu ahau ki nga whakatau o te kawenata I nga wa katoa*
4. *Tuawha, kia mau tonu ahau ki nga whainganga e pa ana ki **Te Runanga O Ngati Manawa** kia tutuki noa, a kia rite tonu ki ta te kawenata*
5. *Tuarima, kia mahia nga mahi e au i runga i te ngakau tika, i te ngakau pono kia tutuki pai ai nga ritenga hapai, a whakapakari hoki i a Ngati Manawa me ona tumanako*
6. *Tuaono, e kore ahau e takahi, e tukino hoki i te mana, i te wehi o **Ngati Manawa***
7. *Tuawhitu, kia mahi tahi matau ko oku hoa waha korero i roto i te ngakau piripono, kia aronuikeia nga tumanako –a – iwi anake, a hei aha noa ake taku*
8. *Tuawaru, kia whakina atu e au mena he taupatupatu aku ki nga ritenga kawenata, tae noa atu ki nga whakatau o **Te Runanga O Ngati Manawa***

*Signed*

*I ..... the elected representative of ..... marae, solemnly swear that in the execution of my duties and responsibilities as a trustee of **Te Runanga O Ngati Manawa**, I will;*

1. *Act in the best interests of, and remain accountable to **Ngati Manawa** at all times*
2. *Abide by and uphold the spirit and intent of this Deed at all times*

3. *Comply with the terms and conditions in this Deed at all times*
4. *Commit to the pursuit and fulfillment of the objectives of the Trust as specified in this Deed*
5. *Act in good faith, with honesty and the utmost integrity in the execution of my duties and responsibilities as Trustee, to actively promote and foster the interests of **Ngati Manawa***
6. *Not act or behave in such a manner as to bring Ngati Manawa into disrepute or to compromise **Ngati Manawa's** interests*
7. *Work with my fellow Trustees in the true spirit of collaboration and co-operation to ensure that the collective well-being and interests of **Ngati Manawa** take precedence over individual personal gain and self interest*
8. *Declare any conflicts of interest if and when they arise and comply with provisions in this Deed regarding conflicts of interest and any other requirements approved by the Trustees from time to time*

*Signed*

**Schedule Six****Report on Asset Holding Companies and Fishing Enterprises**

(Kaupapa 7(2)(c), Schedule 7 of the Maori Fisheries Act)

1. In relation to every Asset Holding Company of the Trust, any Subsidiary of such company that receives Fisheries Settlement Assets, any Fishing Enterprise and any Subsidiary of such enterprise, the Trust must prepare an Annual Report noting information about:
  - (a) the performance of that entity;
  - (b) the investment of money of that entity;
  - (c) the annual plan of that enterprise, including:
    - (i) the key strategies for the use and development of Ngati Manawa's fisheries assets;
    - (ii) the expected financial return on those assets;
    - (iii) any programme to:
      - A manage the sale of Annual Catch Entitlements derived from the Settlement Quota held by that entity; or
      - B reorganise the Settlement Quota held by that entity by buying or selling Settlement Quota in accordance with the Maori Fisheries Act; and
  - (d) any proposal to change the constitutional documents of any of the entities referred to in paragraph 1 of this Schedule Six.

## Schedule Seven

### Reports for the Annual General Meeting

(Kaupapa 7(2)(a)(iv)-(vi), Schedule 7 of the Maori Fisheries Act)

#### 1. Report on Settlement Quota

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- 1.1 A report giving information of the sales and exchanges of Settlement Quota in the previous financial year, including:
- (a) the quantity of Settlement Quota held by the Asset Holding Company of the Trust [at the beginning of that year];
  - (b) the value of Settlement Quota sold or exchanged;
  - (c) and the identity of the purchaser or other party to the exchange; and
  - (d) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the Quota; and
  - (e) the Settlement Quota interests that have been registered against the Quota Shares of the Trust; and
  - (f) the value of Income Shares sold, exchanged, or acquired.
- 1.2 Report on interactions with other entities: a report on the interactions of the Trust in fisheries matters:
- (a) with other entities within the Iwi and
  - (b) with other Mandated Iwi Organisations; and
  - (c) with Te Ohu Kai Moana Trustee Limited.
- 1.3 Report about constitutional changes: a report on any changes made to the constitutional documents of:
- (a) the Trust; or
  - (b) any of its Corporate Entities, including any Asset Holding Company or
  - (c) any Subsidiary of an Asset Holding Company,
- to the extent that such changes relate to matters provided for, by or under the Maori Fisheries Act.

**Schedule Eight****Asset Holding Company Requirements**

(Summary of sections 16 and 17 of the Maori Fisheries Act)

- 1 An Asset Holding Company:
  - (a) must be and remain wholly owned and controlled by the Trust;
  - (b) must not have more than 40% of its Directors who are also Trustees elected in accordance with this Deed;
  - (c) must have constitutional documents that have been approved by a simple majority of the Trustees, as complying with the requirements of the Maori Fisheries Act;
  - (d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;
  - (e) must receive and hold, on behalf of the Trust, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by Ngati Manawa under the Maori Fisheries Act;
  - (f) must provide dividends solely to the Trust;
  - (g) must not undertake fishing or hold a fishing permit;
  - (h) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligations under this Deed and the Maori Fisheries Act;
  - (i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust has complied with its obligations under this Deed and the Maori Fisheries Act;
  - (j) in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in the Maori Fisheries Act;
  - (k) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
  - (l) may transfer to that Subsidiary some or all of the assets received under paragraph (e) above.

2. Any Subsidiary established under paragraph 1(k) above:
  - (a) must be and remain wholly owned by the Asset Holding Company that established it;
  - (b) must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under paragraph 1 above;
  - (c) must provide dividends solely (but indirectly) to the Trust;
  - (d) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligation under this Deed and the Maori Fisheries Act;
  - (e) in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in the Maori Fisheries Act;
  - (f) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in paragraph 1; and
  - (g) must not undertake fishing or hold a fishing permit.
3. The Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets, as long as such activity is allowed by this Deed and complies with any other relevant legislation.