



Te Taiwhenua o
HERETAUNGA

TRUST DEED

*Reviewed at AGM
18 November 2017*

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1 Te Ingoa (Name)

The name of the Trust is 'Te Taiwhenua o Heretaunga Trust'.

2 Tari (Registered Office)

The Registered office of the Trust is:
821 Orchard Road, Hastings 4120.

Address for communications:
PO Box 718, Hastings 4156.

3 Takenga Mai (Background)

Taiwhenua o Heretaunga Trust was the first legally formed Taiwhenua within Ngāti Kahungunu.

It was formed through the drive of its founding members and key kaumatua of the time such as Wi Te Tau Huata, Eru Smith, Eparaima Rawiri Kamau, Ringahora Ybel Huata, Ruruhira Robin, Te Okanga Huata and Numia August, who had a vision for the future of Ngāti Kahungunu ki Heretaunga.

Te Taiwhenua o Heretaunga began life as the 'Tautoko Wāhine Māori Trust' in 1985 as an unincorporated Society, later being incorporated on the 19th day of September 1985. The founding Trustees were:

Deborah Ann Petrowski
Te Oranga Georgina Simon
Christine Teariki
Rahera Kere Biddle

In 1988 the Tautoko Wāhine Māori Trust passed a resolution to rename the Tautoko Wāhine Māori Trust to 'Taiwhenua o Heretaunga Trust'. At the time of incorporation the Trust held sixty dollars in a bank account with the National Bank of Hastings.

The 1988 Board members (Executive) were:

Arama Puriri
Ringahora Ybel Huata
Ngatai Harawira Huata
Robert Nielson Smith
Tama Huata
Christine Teariki
Eparaima Rawiri Kamau
Wi Huata
Margaret Lorna Roa

In 1988 the Trust functioned through 'Runanga' based on key areas of the Trust's Objects, namely:

Mātauranga
Maatua Whangai
Māori Access
Kohanga Reo
Wāhine
Rangatahi
Hauora
Housing
Arts and Culture
Whakapumaumahi
Kaumatua – represented through the 'Kaahui ariki o ngā kaumatua'

Each Runanga had three members and nominated one to the Taiwhenua Executive.

In 1992 the Trust was restructured and reformed and dispensed with the election of Runanga Boards and instead developed a 'management group' including a Chairperson, Vice-Chairperson, Secretary and Treasurer to function as a 'Coordinating Committee' on three main areas, namely:

- Economic Development, or Kete Huruhuru
- Education, or Kete Wānanga
- Social Development, or Kete Whānau

The 1992 Board included:

<i>Chairman</i>	<i>Ngahiwi Tomoana</i>
<i>Vice-Chair</i>	<i>Alayna Watene</i>
<i>Secretary</i>	<i>Bob Timu</i>
<i>Treasurer</i>	<i>Marei Apatu</i>
<i>Kete Huruhuru</i>	<i>Alayna Watene (Coordinator)</i>
<i>Kete Wānanga</i>	<i>Waipa Te Rito (Coordinator)</i>
<i>Kete Whānau</i>	<i>Manu Vercoe (Coordinator)</i>

In 1995 the Trust revised the Trust Deed to simplify its objects to 8 key objects, as well as some variations to meet requirements for charitable status with the Inland Revenue Department, which was confirmed in November of 1995.

In 2000 a comprehensive review of the Trust Deed was undertaken, particularly in regard to processes for membership and election of trustees and alignment with processes of the recently incorporated Ngāti Kahungunu Iwi Inc (Incorporated 1997 - formerly Te Runanganui o Ngāti Kahungunu). At that time the Taiwhenua trustees were:

<i>Chairman / Trustee</i>	<i>Ngahiwi Tomoana</i>
<i>Deputy Chair / Trustee</i>	<i>Karanema Bartlett</i>
<i>Trustee</i>	<i>Haami Hilton</i>

The new structure saw the establishment of Marae/Hapū and Maataa Waka representation on the Board through an election process. By 2001 a newly elected Board 'Te Haaro' was in place including:

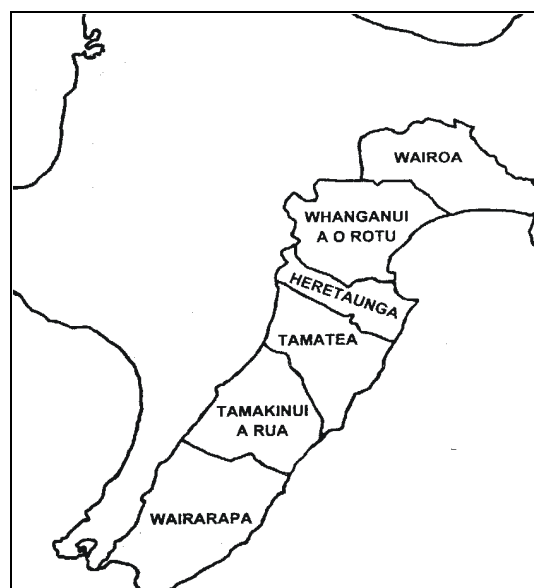
<i>Chairman</i>	<i>Tom Mulligan</i>
<i>Deputy Chair</i>	<i>Christine Teariki (1st rep to NKII)</i>
<i>Korongata</i>	<i>Alice Hopa (2nd rep to NKII Board)</i>
<i>Houngarea (Mawhai)</i>	<i>Waa Harris</i>
<i>Kahuranaki</i>	<i>Haami Hilton</i>
<i>Mangaroa</i>	<i>Pare Morrell</i>
<i>Matahiwi</i>	<i>Dawn Kingi</i>
<i>Mihiroa (Taraia)</i>	<i>Karanema Bartlett</i>
<i>Omahu</i>	<i>Atareta Sciascia</i>
<i>Ruahapia</i>	<i>Teresa Waikari-Panapa</i>
<i>Te Aranga / Maataa Waka</i>	<i>Tracee Te Huia</i>
<i>Te Awhina (Cluster)</i>	<i>Hiraani Awarangi</i>
<i>Waipatu</i>	<i>Manu Vercoe</i>

From Te Haaro two representatives were appointed to the Board of Ngāti Kahungunu Iwi Incorporated along with representatives from other Taiwhenua and Taura Here.

The Trust's name was changed to 'Te Taiwhenua o Heretaunga Trust' on the 8th day of June 2007.

4 Heretaunga (Area of Operation)

The Trust shall carry out its primary activity within Heretaunga as described in Schedule One and shown on the map below. The Trust will also function at a secondary level across the wider Ngāti Kahungunu rohe (tribal district) in the interests of collective development of ngā Marae, Hapū and Taiwhenua of Ngāti Kahungunu.



The Trust shall limit its business activity to Aotearoa/New Zealand.

5 Whaingā (Objects)

5.1 Whakatauaki

Heretaunga Ararau
Heretaunga Haukunui
Heretaunga Ringahora
Heretaunga Haaro te Kaahu
Heretaunga Takoto noa

5.2 Moemoea (Vision)

Te Haaro o te Kaahu ki Tuawhakarere

Our vision beyond the horizon for Māori in Heretaunga is:

Healthy vibrant whānau who:

- Have access to choice and opportunity.
- Are living throughout our rohe in healthy and safe environments.
- Feel a strong sense of identity, connection and community.
- Are equipped to lead prosperous and productive lives.
- Are proud of and enriched by their culture.
- Are in control of their lives.

5.3 Kaupapa (Purpose)

The primary Kaupapa of the Trust is:

Mauri ora ki te mana Māori o Heretaunga.

5.4 Whaingā (Objects)

The primary Kaupapa of the trust will be pursued and achieved through the following Objects:

a) Kaiārahitanga (Leadership)

Object: To develop, promote, foster and provide effective leadership and management.

This will be achieved by:

- **Rautaki** – Providing visionary strategic leadership for Heretaunga that reflects the needs and aspirations of Marae / Hapū, Whānau and Communities.
- **Kotahitanga** – Uniting Māori in Heretaunga.
- **Manaakitanga** – Ensuring Māori are known, influential, respected, **supported** and promoted in Heretaunga, Ngāti Kahungunu, nationally and internationally.
- **Ahuatanga** – Developing and maintaining our unique cultural strength and character.

- **Rangatiratanga** – Improving the individual and collective capability of Marae/Hapū, whānau and communities to design and achieve their desired futures.
- **Rōpū whakahaere** – To ensure the management, staffing, operations and resources of the trust are accessible, effective and sustainable.

b) Whānau Ora (Developing Whānau Well-being)

Object: To develop, promote, foster and provide whānau well-being.

This will be achieved by:

- **Hauora** – Delivering, or facilitating access to, appropriate and accessible Hauora services that meet the needs of Māori in Heretaunga and improve whānau well-being.
- **Tautoko Whānau** – improving the social, cultural and economic well-being of whānau through the provision of, and facilitating access to, high quality and appropriate support services including shelter.
- **Whakaākoranga** – Delivering, or facilitating access to, high quality education programmes that meet the needs of Māori in Heretaunga, equipping whānau with the skills and knowledge to pursue their aspirations.
- **Taiao** – Assisting our Marae/Hapū, whānau and communities to improve, protect and enhance the environments in which they live, work and play ensuring their sustainability.

By way of example (only) the term ‘shelter’ as used in the concept of *Tautoko Whānau* encompasses the provision of affordable rental housing accommodation for those in need.

c) Te Tiriti o Waitangi (The Treaty of Waitangi)

Object: Whakamana te Tiriti o Waitangi – upholding the Treaty of Waitangi.

This will be achieved by:

Rangatiratanga

- *Participating and forming partnerships with the Crown to reinforce their kawanatanga (governance) obligations, in particular their obligation to protect tino rangatiratanga.*

Kawanatanga

- *Acknowledging and affirming the mana whenua rights of hapū to exercise authority over their own affairs and achieve their own rangatiratanga.*
- *Actively working with marae/hapū and whānau to achieve collective rangatiratanga.*

Oritetanga

- *Recognising the government’s obligation to oritetanga (equality) by reducing disparities through delivering kaupapa Māori services.*
- *Ensuring marae/hapū and whānau have equitable access to government funded services.*

d) Whakahaere Kaupapa (Advancing the Purpose)

Object: To do anything necessary, helpful and lawful, for the advancement of the kaupapa and achievement of the above objects within the charitable purpose of the Trust.

6 Declaration of Trust

The Trustees agree to hold money and assets and to carry out activities for the Trust's objects recognised by the law as charitable, or for the benefit of recognised charitable purposes within New Zealand.

7 Trust Members

7.1 Members

The members are the intended beneficiaries of the activities, events and services of the Trust.

The members are:

All Māori who whakapapa to, or reside in, Heretaunga.

This includes:

Ngā Uri a Kahungunu ki Heretaunga: being those members who affiliate by direct descent through whakapapa to the marae/hapū of Te Taiwhenua o Heretaunga.

Tangata Whenua ki Kahungunu: being those members who affiliate by whakapapa to Kahungunu, who reside in Heretaunga and have association to marae/hapū of Te Taiwhenua o Heretaunga.

Maataa Waka: being Māori normally resident with Heretaunga from other iwi/hapū who do not whakapapa to Heretaunga marae/hapū.

The wider Heretaunga community - including individuals, whānau and organisations - also benefit from the activities, events and services of the Trust through participation and access to services, information and advice provided in accord with the trust's Kaupapa and Objects.

7.2 Registration

Any 'maataa waka' 'ngā uri' or 'tangata whenua' member can become a 'registered member' through formal registration process. Registered members obtain some rights and privileges not accorded to unregistered members, including the right to participate in election processes for the selection and appointment of board members, and voting rights at Trust meetings for ngā uri and tangata whenua members.

Application for registration can be submitted to either Te Taiwhenua o Heretaunga or Ngāti Kahungunu Iwi Incorporated in accord with the Clauses set out in the Constitution of Ngāti Kahungunu Iwi Incorporated who maintain the Iwi register and membership database. Copies of the Clauses will be made available to members upon request. The current Clauses at the date of this deed are attached as Schedule 3.

8 Te Poari Whakahaere (The Board)

8.1 Function and Duties

8.1.1 Legal Duty

The Board shall control and manage the business and affairs of Te Taiwhenua in accord with the Trustees Act 1956, the Charitable Trusts Act 1957, the Charities Act 2005, this Trust Deed and the common law of New Zealand.

Simply put, the primary function of the Board in accord with the Trustees Act 1956 is:

‘to maximise the assets and minimise the liabilities of the trust’ and to comply with the charitable purposes of the Trust.

8.1.2 Tikanga

The Board shall also function in accord with Ngāti Kahungunu ki Heretaunga Tikanga, which shall prevail over the affairs of the Board, except where such is contrary to the legal obligations of the Board as described in 8.1.1.

8.1.3 Code of Conduct

The Trust shall develop and maintain a Trustees ‘Code of Conduct’ which shall set out in detail Trustees duties and manner of conduct in accord with 8.1.1 and 8.1.2 in a manner which observes ngā ahua reka (valued ethical behaviour). Trustees will be expected to act in a professional and ethical manner in accord with the Code of Conduct as an example to others.

8.2 Powers of the Trust

In order to carry out the objects for which the Trust is established the Trust may exercise all of the following powers and authorities:

- Buy, lease, hire or otherwise acquire any real or personal property;
- Sell, lease, mortgage, hire out or otherwise dispose of or deal with any of the Trust’s property;
- Construct, maintain or alter any buildings or property;
- Borrow, raise or invest money on such terms as the Trustees think fit;
- Insure any trust assets, for amounts and on conditions decided on by the trustees;
- Enter into any contract, relationship, or arrangement with any individual, government agency, local government, or other legal entity;
- Pay expenses to the Trustees and employees of the Trusts, and others, incurred in running the Trust;
- Employ or engage staff, advisors, contractors or others on terms suitable to the Board and pay their salaries, wages or consultancy costs and disbursements;
- To set up and wind-down any Rūnanga/Advisory Committees for the purpose of providing advice and recommendations to the Trust;

- Alter the powers and Clauses of the Trust, provided no alteration detracts from the Trust's charitable purposes.

These powers will be exercised in accord with the Trustee Act 1956 and Charitable Trusts Act 1957 which will override any contrary provisions in this Deed.

8.3 Indemnity of Board Members

No Board Member shall be liable for the acts, receipts, neglects or defaults of any other Board Members or any loss occasioned by any error of judgement or oversight on his or her part or for any loss, damage or misfortune or whatever which shall happen in the execution of the duties of his or her office or in relation thereto unless the same happened through his or her own wilful default or dishonesty.

8.4 The Board Make-Up

The Board shall comprise of Members as follows:

- 8.4.1 One elected representative of each Hapū/Marae Group (as per Schedule 2).
- 8.4.2 One elected Chairperson.
- 8.4.3 One elected Deputy Chairperson.
- 8.4.4 One elected Ngā Maataa Waka representative (as per Schedule 2).

All eligible Board Members are subject to the disqualification provisions set out in section 16(2) of the Charities Act 2005.

8.5 Kaumatua

Kaumatua may as of right participate in all Te Taiwhenua hui, however Kaumatua shall not have voting rights.

For the purposes of this deed Kaumatua are those who are recognised and acknowledged as such by the Board.

Kaumatua play a vital and valuable role in the affairs of the trust and may be called upon by the Board from time to time to provide support, advice and assistance to the board, particularly as it relates to tikanga / issues of conduct and relationships, however Kaumatua shall not have voting rights.

The Board may from time to time resolve to convene a Standing Committee of Kaumatua to be known as Kaumatua Taumata comprising of kaumatua who are acknowledged by significant sections of Ngāti Kahungunu as persons with expertise in Te Reo ake o Ngāti Kahungunu and in Ngāti Kahungunu kawa and tikanga and being persons of good reputation and standing in the community who do not have a conflict of interest in any matter to be considered by that Committee.

8.6 Board Appointments and Elections

All elections processes shall be conducted by an Electoral Officer who shall be appointed from time to time by the Board (Electoral Officer). The Board shall (through the Electoral Officer) call for the elections to take place in the following way:

8.6.1 Hapū/Marae Group Representatives

Shall be elected from and by the eligible members of each Hapū/Marae Group as follows:-

- (a) For the purpose of first establishing the constituent Hapū and/or Marae for each Hapū/Marae Group within the Taiwhenua, the incumbent Te Taiwhenua Board shall determine the majority of the Hapū and Marae in Te Taiwhenua rohe and agree on the constituents of each Hapū/Marae Group. A record of the Hapū/Marae Groups is appended to these Clauses in Schedule 2.
- (b) In the event any question or dispute arises as to whether or not constituent Hapū and/or Marae is entitled to be a Hapū/Marae Group of Te Taiwhenua Clause 12 shall apply.
- (c) The Tangata Whenua Members of each Hapū/Marae Group who are aged 18 years of age and over on the day of voting, shall be eligible and entitled to elect from among themselves a person to represent themselves on Te Taiwhenua Board, provided that person has been duly elected in accordance with these Clauses and shall be appointed to the Board for the duration of their respective terms of office thereof;
- (d) Despite anything else in this Deed, where a Member wishing to participate in the electoral process (including by voting, nominating or being nominated and advocacy) affiliates by direct descent through the whakapapa to more than one Hapū/Marae Group, that Member must choose one Hapū/Marae Group for the purposes of participation in the electoral process to the exclusion of all other Hapū/Marae Groups and such Member may not participate in the electoral process of any other Hapū/Marae Group;
- (e) Every Hapū/Marae Group, shall in conjunction with the Electoral Officer, convene and complete an election in accordance with the following principles:-
 - i) Only registered members of that Hapū/Marae Group who qualify under paragraph (d) above may be nominated for appointment to the Board to represent that Hapū/Marae Group
 - ii) Nominees shall be called for by way of public notice in the local newspaper and on the Te Taiwhenua website no less than thirty (30) working days prior to the date of the election
 - iii) Nomination shall be by way of formal written nomination signed by two registered members of the Hapū/Marae Group and countersigned by the nominee
 - iv) Nominations shall close no later than ten (10) working days prior to the date of the election to the intent that no nominations shall be accepted from the floor
 - v) Not less than ten (10) working days advanced panui is to be given of panui nominees and voting time(s), place(s) and date(s)
 - vi) Only registered members of Te Taiwhenua o Heretaunga may vote
 - vii) Voting shall be in a hui-a-Hapū/Marae Group
 - viii) An Election Report (including register of participants and election results) of and for each Hapū/Marae Group elections, shall be documented and communicated to Te Taiwhenua Board prior to the election of Te Taiwhenua Chairperson and Deputy

Chairperson

- ix) Election for an alternate representative shall be in accordance with Clause 8.7.1.

8.6.2 The Chairperson and Deputy Chairperson

Shall be elected from the Hapū/Marae Group Representatives on the Board, by all eligible Tangata Whenua Members of Te Taiwhenua as follows:-

- (a) The only persons eligible to be elected as Chairperson or Deputy Chairperson shall be those Hapū/Marae Group Representatives elected to the Board, and all shall be deemed to be eligible as nominees for Chairperson and Deputy Chairperson.
- (b) Nomination shall be by way of formal written nomination signed by two members of the Board and countersigned by the nominee. To avoid doubt, any Hapū/Marae Group Representative may nominate himself or herself for the role of Chairperson or Deputy Chairperson.
- (c) The format for the election shall be a Single Vote System where each eligible Tangata Whenua Member may cast one vote only for the Chairperson and one vote only for the Deputy Chairperson. The nominee with the highest number of votes for the Chairperson shall be appointed as Chairperson and the nominee with the highest number of votes for the Deputy Chairperson shall be appointed as Deputy Chairperson.
- (d) Only registered members of Te Taiwhenua o Heretaunga may vote.
- (e) The Electoral Officer shall conduct the election of the Chairperson and Deputy Chairperson in accordance with the Trust Deed.
- (f) The Chairperson and Deputy Chairperson shall be elected in hui-a-iwi, or by postal ballot.
- (g) Voting by postal ballot is permitted provided that the Member must notify the CEO of Te Taiwhenua in writing or fax or email transmission of his or her request to vote by postal ballot no later than seven (7) days in advance of the hui, or under exceptional circumstances, within seven (7) days of the hui, by direct communication with and agreement of the CEO.
- (h) In the event that there is no nomination for Chairperson or Deputy Chairperson the Hapū/Marae Representatives shall appoint from amongst their number a person to hold each office. Such appointment shall be by majority vote.
- (i) The Chairperson/Deputy Chairperson shall not retain their Hapū/Marae Group representative status. This Hapū/Marae vacancy left by his or her appointment will be filled by election in accordance with clause 8.7.1.

8.6.3 Ngā Maataa Waka Representative

The Board shall provide no less than ten (10) working days advanced panui calling Ngā Maataa Waka to a Te Taiwhenua hui for the purpose of electing a Ngā Maataa Waka Member (in accordance with the procedure set out in 8.6.1(d)) to represent the Ngā Maataa Waka Members, who upon election shall be appointed to Te Taiwhenua Board.

A Ngā Maataa Waka representative powers shall be limited to those specifically provided under this deed which shall specifically exclude:

- (a) Nomination as a Chairperson or Deputy Chairperson of Te Taiwhenua o Heretaunga in accordance with Clauses 8.6.2 and 8.9;
- (b) The exclusions provided as per the Charities Act 2005.
- (c) All other exclusion provided under this deed.

For the avoidance of doubt Ngā Maataa Waka members of the community of Te Taiwhenua o Heretaunga may only participate in the procedures and processes of the Taiwhenua as are set out in the deed.

Election to be held at Te Taiwhenua o Heretaunga.

Te Aranga is the Marae for Ngā Maataa Waka members.

8.7 Term of Office

All Board Members shall hold office for a term of no more than three (3) years from the date of their appointment or election and shall be available for re-election and re-appointment subject to 8.6.1.

Prior to the date of their formal appointment, any provisionally appointed new Board Member is entitled to attend the meetings of the Board to familiarise themselves with such meetings and the current issues. No such provisionally appointed new Board Member shall be entitled to vote or speak on any matter until they are formally appointed.

8.7.1 Hapū/Marae Representative Vacancy

In the event of a Hapū/Marae Group representative vacancy on the Board the vacancy shall be filled and the term of office completed with an election in accordance with 8.6.1.

8.7.2 Chairperson or Deputy Chairperson Vacancy

In the event of Chairperson or Deputy Chairperson vacancy on the Board, the vacancy shall be filled and the term of office completed by an elected Hapū/Marae Group representative board member elected in accordance with Clause 8.6.2.

8.8 Board Members to Ngāti Kahungunu Iwi Inc Board

8.8.1 Ngā Uri Appointment to NKII Board

Upon confirmation of their appointments all Ngā Uri Board Members are eligible to be nominated on the Ngāti Kahungunu Iwi Incorporated Board as well as retaining their respective positions on Te Taiwhenua Board.

8.8.2 Subject to NKII Constitution

Upon appointment to the NKII Board, the Chairperson, Deputy Chairperson or other alternate appointed in accord with 8.8.1 or 8.8.2 will become a responsible board member of NKII in accord with the NKII Constitution.

8.9 Replacement Board Members after NKII Elections

8.9.1 Election of NKII Taiwhenua representative as NKII Chairperson

In the event that Te Taiwhenua representative on the NKII Board is elected to the position of NKII Chairperson then that person shall vacate the position held on Te Taiwhenua Board and the vacancy shall be filled and the term of office completed by a Hapū/Marae Group representative board member elected by the Hapū/ Marae Group which elected the vacating representative in accordance with Clause 8.6.2 who shall also become a member of the NKII Board.

8.10 Executive Officers

There shall be two Executive Officers of Te Taiwhenua o Heretaunga as follows:

8.10.1 Kaiwhakahaere Matua (CEO)

- (a) The CEO shall be appointed by the Board, and their employment terms and conditions shall be negotiated and approved by the Board.
- (b) The CEO shall be an Officer of Te Taiwhenua o Heretaunga.

8.10.2 Kaihautū

- (a) The Kaihautū shall be appointed by the Board, and their employment terms and conditions shall be negotiated and approved by the Board.
- (b) The Kaihautū shall be an Officer of Te Taiwhenua o Heretaunga.

If either the CEO or Kaihautū is unable to act, the other of them shall be empowered to act on behalf of the person unable to act.

8.11 Board Minutes

The CEO shall cause to be kept minutes of the resolutions and proceedings of each general meeting of Te Taiwhenua, each committee meeting of Te Taiwhenua and the Board, and each meeting of the Board in books provided for that purpose together with a record of the names and persons present at such meetings.

8.12 Te Taiwhenua Accounts

The CEO shall be responsible for:

- (a) collecting and receiving all moneys due to Te Taiwhenua by Members (if any), and making all payments authorised by Te Taiwhenua or the Board (as the case may be); and
- (b) keeping correct accounts and books showing the financial affairs of Te Taiwhenua with full details of all receipts and expenditure connected with the activities of Te Taiwhenua.

8.13 Resignation/Removal from Board

8.13.1 Cessation

- Membership on the Board shall cease if a member:
- Is dismissed by the Board in accordance with Clauses 8.13.2 and 8.13.3.
- Resigns by notice in writing from the Board
- Dies
- Is adjudged bankrupt
- Becomes committed or a special patient under the Mental Health Act 1969
- Is no longer a member
- Becomes an employee of Te Taiwhenua o Heretaunga
- Marae wish to replace their representative

8.13.2 Dismissal

The Board may meet and consider the membership of any Board Member or Board Members, and may by a two thirds majority of the Board Members present in person in any meeting of the Board, dismiss any Board Member where the Board is satisfied that the Board Member(s) responsible for one or more of the following actions:

- Has, within one year prior to nomination or appointment, been convicted of a criminal offence; or
- Commits any act or omission that brings the mana of Ngāti Kahungunu and Te Taiwhenua into serious disrepute.

8.13.3 Notice

The CEO shall give not less than fourteen (14) days notice in writing to all Board Members of a meeting of the Board at which it is intended to consider dismissal of a Board Member or Members and no such decision to dismiss shall be made without first providing to the Board Member or Members concerned and to Hapū/Marae who has appointed such Member or Members a fair and reasonable opportunity to present any explanation or submission, whether written or in person to a meeting of Board Members and in the case of disputes or differences refer Clause 12.

8.14 Employment of Trustees

No trustee shall be an employee of the Trust. Upon application for any role of employment with the Trust, by a Trustee, the Trustee must declare their application to the Board. The Board will assess whether any situations of conflict or interest arise whilst such Trustees remains in office as a Trustee.

Should a Trustee attain employment with the Trust their membership of the Board will cease as per Clause 8.13.1.

8.15 Rūnanga (Advisory Committees)

a) Establishment

The Trust Board may at its discretion, by ordinary resolution, determine to establish a Rūnanga (Advisory Committee) for any purpose aligned with the Kaupapa, Objects and function of the Trust.

Such Rūnanga may include:

- Heretaunga Hauora Rūnanga
- Heretaunga Tautoko Whānau Rūnanga
- Heretaunga Whakaakoranga Rūnanga
- Te Rūnanganui o Heretaunga
- Special Projects / Events
- Other as deemed by the Trust

b) Terms

Upon establishment of any Rūnanga its Terms shall be written in the form of a Charter subject to ratification of the Board and adoption by ordinary resolution of the Trust. A sample charter is attached to this Deed as Schedule 4. The Charter shall set out:

- The Purpose of the Rūnanga, including any objects / function.
- The Tenure of the Rūnanga (Permanent or Temporary) including any expiry date or clauses.
- The membership of the Rūnanga, including any processes of appointment, rotation cessation and removal.
- Conduct.
- Process for appointment of a Chairperson.
- Any authority of the Rūnanga, including financial.
- Any reporting requirements.

However, the Board shall not authorise the Rūnanga to undertake any power, action or duty which may affect the charitable status of the Taiwhenua nor may a Rūnanga undertake any activity which will or is likely to affect the Taiwhenua's charitable status.

c) Chairperson

The Chairperson of any Rūnanga shall be selected and confirmed by ordinary resolution of Council.

d) Meetings

Meetings of any Rūnanga shall be conducted in accord with the Clauses of the Trust and of a frequency agreed between the Rūnanga and the Board.

8.16 Remuneration and Expenses

No private pecuniary profit may be made by any Member or Officer of the Trust, except that:

a) Meeting/Committee Fees

Any Board or Rūnanga member or other Officer of the Trust may receive fees for attendance and participation in Trust or Rūnanga Meetings. Fees for any such meetings are not 'as of right' and shall be set by the Board by ordinary resolution and can be reviewed at the Board's discretion from time to time.

b) Reimbursement of Expenses

Any Board or Rūnanga member or other Officer of the Trust may receive full reimbursement on a cost-recovery basis for all expenses properly incurred by that Member or Officer in connection with the affairs of the Trust, subject in every case to the Trust's prior approval to incur such expenses.

c) Payment for Services Rendered

The Trust may pay reasonable remuneration to a Member, Office Holder or Servant of the Trust in return for services actually rendered to the Trust at similar rates to those charged at arm's length and in accordance with prevailing commercial terms on which the Trust would deal with third persons not associated with the Trust.

d) Disclosure of Member or Officer Remuneration

The Trust shall show the amount of any remuneration paid to, or fees charged by, any Member or Officer of the Trust, in its financial reports.

9 Board Meetings

9.1 Frequency

The Board shall meet at least ten (10) times in each year to control and manage the business and affairs of Te Taiwhenua, and a meeting schedule shall be determined and made available for all Members and the Executive Committee-Te Kaahu.

9.2 Notice

Notice of such meetings indicating the business to be transacted shall be given in writing to all Board Members at least 7 days before the meeting unless the Board decides otherwise.

9.3 Copies of Minutes

Copies of all the minutes of all Board meetings shall be circulated to the Board Members by the CEO

9.4 Quorum of a Board Meeting

Until otherwise determined by Te Taiwhenua in general meeting a quorum of a meeting of the Board shall be no less than a majority of Board Members present in person. No business shall be transacted unless a quorum is present and if within half an hour of the time appointed

for the meeting a quorum is not present the meeting shall stand adjourned to the same place and the same hour of the same day of the following week, and the Board Members present shall be a quorum.

9.5 Attendance to Board Meetings

Any Hapū/Marae Group entitled to appoint a Board Member may from time to time elect an alternative Board Member, as per clause 8.6.1 to represent it in the absence of its representative on the Board.

9.6 Absenteeism

The CEO shall, if a Board Member is absent from three (3) consecutive meetings without prior notice of leave of absence, so notify the Hapū/Marae Group or Ngā Maataa Waka Members and invite it to elect another Board Member as per clause 8.6.1.

9.7 Board's Powers Generally

All such powers of Te Taiwhenua as are not by this Trust Deed or Law required to be exercised by Te Taiwhenua in general meeting may be exercised on its behalf by the Board. The Board may delegate any of its powers to committees consisting of such persons as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.

However, the Board shall not authorise the committees to undertake any power, action or duty which may affect the charitable status of the Taiwhenua nor may a committee undertake any activity which will or is likely to affect the Taiwhenua's charitable status.

9.8 Committees and Advisors

The Board may call on such advisors or co-opt such persons as it thinks fit to the Board or to any committee set up for any purpose. Such advisors and persons co-opted shall not be counted in the quorum of the Board or any committee and voting rights shall be at the discretion and resolution of the Board. The Chairperson or in his absence a person elected by a majority of the Board Members then present shall preside at any meeting of the Board.

9.9 Te Kaahu (Executive Committee)

Shall:

- (a) Consist of the Chairperson, the Deputy Chairperson and three other Board members, to a maximum of five persons.
- (b) Implement any Board decision between Board meetings.

9.10 Voting at Board Meeting

- (a) Questions arising at a meeting of the Board or any committee appointed by the Board shall be determined by voice or on a show of hands or, if demanded by a Board Member, by a poll taken in such manner as the person presiding at the meeting may determine.

- (b) Each Board Member present at a meeting of the Board or of any committee appointed by the Board is entitled to one vote and, in the event of an equality of votes on any question the Chairperson or in his or her absence the person presiding at the meeting may exercise a second or casting vote.
- (c) Ngā Maataa Waka Board Member shall be entitled to vote in all business of every Board meeting except for business outlined as follows:
 - i) in any proposal or resolution to alter, replace or otherwise amend these Clauses, whether by way of nomination or in support of any such proposal or resolution, including without limitation, the right to vote on any such proposal or resolution;
 - ii) any matters affecting Ngāti Kahungunu only as determined by the Board, including without limitation any rights or interests guaranteed by Te Tiriti o Waitangi to Ngāti Kahungunu only; and
 - iii) the election of Tangata Whenua Board Members including the election of the Chairperson and Deputy Chairperson.

9.11 Meeting Form

Meetings may be by way of the Board meeting personally or by telephone, electronic or other linked form of joint communication.

9.12 Resolutions

A resolution in writing signed or assented to by letter, facsimile, electronic transmission, or other written message, by all of the Board Members entitled to receive notice of meetings of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board Members duly called and constituted. Any such document may consist of several documents in like form, each signed or purporting to have been dispatched by one or more Board Members.

9.13 Disclosure of Interest and Conflict of Interest

Every Board Member who is interested in a transaction with the Board shall declare the nature of his or her interest and give notice thereof to the Board and must cause such interest to be entered into the Interests Register provided always:

9.13.1 That a person is not disqualified from being elected or from holding office as a Board Member because of or interest in any transaction to which the Board is a party; and

9.13.2 A Board Member must not vote or participate in the discussion on any matter before the Board that affects any transaction in which that person may be interested.

9.14 Meaning of 'Interested' and 'Transactions'

A Board Member is interested in a transaction to which the Board is a party if, and only if, the Board Member:

- (a) Is a party to, or will or may derive a material financial benefit from the transaction; or
- (b) Has a material financial interest in another party to the transaction; or

- (c) Is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the transaction, not being a party or person that is a wholly owned subsidiary of the Board; or
- (d) Is the parent, child, or spouse of another party, or person who will or may derive a material financial benefit from the transaction; or
- (e) Is otherwise directly or indirectly materially interested in the transaction.

10 General Meetings

10.1 Annual General Meeting

10.1.1 Meeting Date

The AGM of Te Taiwhenua shall be held in November of each year.

The AGM shall be a hui-a-Taiwhenua and shall be held on such day as the Board determines and shall be specified as such in a notice convening it, in accordance with Clause 10.3.

The proceedings of the AGM shall, to the fullest extent possible, be conducted in Te Reo Māori.

10.1.2 Ordinary Business of AGM

The Ordinary Business of the AGM shall be:

- (a) to confirm the minutes of the last preceding AGM;
- (b) to receive the annual report of the Chairperson;
- (c) to receive and consider the audited financial statement submitted by the Board;
- (d) to appoint or re-appoint the Auditor;
- (e) to name the Board members/Marae representatives whose term expires between the current AGM and the following AGM.

10.1.3 Financial Reports

The AGM may receive from the Board reports upon the transactions of Te Taiwhenua during the last preceding financial year.

10.1.4 Special Business

The AGM may transact special business of which notice is given in accordance with the Clauses of the Trust Deed.

10.1.5 In addition to other meeting

The AGM shall be in addition to any other meetings that may be held in the same year.

10.1.6 Participation Rights

Only Tangata Whenua Members at any AGM shall have the right to fully participate in all business of the AGM whereas Ngā Maataa Waka Members shall have limited rights of participation and, in particular, shall not have the right to vote or otherwise participate in respect of those matters contemplated in Clause 7 and Clause 9.10 and related Policy as ratified by the Board.

10.2 Special General Meetings

10.2.1 Convening

The Board may, whenever it thinks fit, convene a special general meeting of Te Taiwhenua.

10.2.2 Member initiated

The Board shall, on the requisition in writing of not less than 20% of Tangata Whenua Members, convene a special general meeting of Te Taiwhenua.

10.2.3 Requesting a SGM

The requisition for a Special General Meeting (SGM) shall state the objects of the meeting and shall be signed by the Members making the requisition and be sent to the address of the CE and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

10.2.4 To be held within 30 days

The Special General Meeting will be called by the Board within 60 days.

10.3 Notice of Meeting

10.3.1 Notification

The CEO shall, at least thirty (30) days before the date fixed for holding a general meeting of Te Taiwhenua, cause a notice stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting, to be posted on the official Te Taiwhenua website (if any), to be broadcast over the iwi station network, and also to be placed in iwi, hapū, Taurahere, marae panui and in the major daily newspapers that are circulated in the rohe of Te Taiwhenua and elsewhere where significant numbers of Members reside including without limitation in Auckland, Wellington and Christchurch.

10.3.2 Agenda

No business other than that set out in the notice convening the meeting shall be transacted at the meeting.

10.3.3 Additional Business

A Member desiring to bring any business before a meeting may give notice of that business in writing to the CEO, who shall include that business in the notice calling the next general meeting after the receipt of the notice.

10.4 Quorum

No item of business shall be transacted at a general meeting unless a quorum of Members in accordance with Clause 10.4.1 is present during the time when the meeting is considering that item.

10.4.1 Make up of the Quorum

- 1) A quorum shall be at least seven (7) Board Members.
- 2) Not less than three (3) Tangata Whenua Members per Hapū/Marae Group, who are entitled to vote in accordance with this deed.

10.4.2 Adjournment of a meeting

Subject to Clause 10.4.1, if within half an hour after the appointed time for the commencement of a general meeting, a quorum is not present, the meeting if convened upon the requisition of Members shall be in any other case dissolved and any other case shall stand adjourned to the same day in the next week at the same time and (unless another place is specified by the Chairperson at the time of the adjournment or by written notice to Members given before the day to which the meeting is adjourned) at the same place and if at the adjourned meeting the quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present shall be a quorum.

- 1) Subject to Clause 10.4.1, the Chairperson of the general meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 2) Subject to Clause 10.4.1, where a meeting is adjourned for 14 days or more, a further notice shall be required to be given by the CE in accordance with Clause 10.3.
- 3) Except as provided in Clause 10.4.1, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

10.5 Chairing of Meetings

The Chairperson shall preside as Chairperson at each meeting of Te Taiwhenua. If the Chairperson is absent from any meeting, the Deputy Chairperson shall preside and if the Chairperson and Deputy Chairperson are both absent, the Members present shall elect one of their number to preside as Chairperson at the meeting.

10.6 Voting at Meetings

10.6.1 Resolution Carried or Lost

A question arising at a general meeting of Te Taiwhenua shall be determined by voice or a show of hands by those Members entitled to vote, unless a poll is demanded. A declaration by the Chairperson that a resolution has been carried or lost, and an entry to that effect in the Minute Book of Te Taiwhenua is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

10.6.2 Personal Votes

All votes shall be given personally, in accordance with the Constitution.

10.6.3 Chairperson's Vote

In the case of an equality of votes on a question, the Chairperson of the meeting is entitled to exercise a second or casting vote.

10.6.4 Resolution by Poll

If at a meeting a poll on any question is demanded by any persons entitled to vote at that meeting, it shall be taken at that meeting in such manner as the Chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.

11 Trust to Establish Company

11.1 Establishment of Company

The Trust may, by resolution passed by a 75% majority of Trustees, receive, control and supervise the use of any of its funds or assets to establish and oversee the operations of one or more companies.

11.2 Ownership and Control of the Company

The company shall be 100% owned and controlled by the Trust.

11.3 The Company

In the event that the Trust decides to establish any Company, the Company shall as its objective and sole purpose manage the assets of the Trust that are of a Commercial nature on a profitable and prudent basis in the furtherance of the Trust's Kaupapa and Objects.

11.4 Trust to Monitor

The Trust through the Board will be responsible for overseeing the activities of the Company and will exercise the Trust's ownership in such a way to ensure the Company fulfils the Trust's Kaupapa and Objects.

11.5 Directors Responsible

For the avoidance of doubt, and except as expressly specified by these Clauses, the Company shall be Governed by its Board of Directors and the role and rights of the Trust shall be limited to that of Shareholder as defined by the Companies Act 1993.

11.6 Directors Remuneration

The Trust (on behalf of the Shareholders) shall determine the remuneration payable to any Company Director. Such remuneration shall be no more than fair market remuneration as certified by the Trust's Auditor or the Institute of Directors in New Zealand (IODNZ).

11.7 Appointment of Directors

The Directors of the Company shall be appointed and removed by the Trust in accord with the Company's Charter.

There shall be no fewer than three and no more than seven Directors of the Company, a majority of whom must be Officers of the Trust.

11.8 Application of Income

a) Company to Remit Funds to Trust

The Company shall in each income year remit to the Trust so much of the surplus income derived by the Company as is agreed between the Company and Trust (The Shareholder) having regard to:

- The desirability of retaining and reinvesting income to meet the Company's purposes; and
- The projected operating requirements of the company set out in its annual business plan; and
- The responsibilities and duties of the Directors as set out in the Companies Act 1993.

b) Trust May Apply Income

Subject to any other requirements in these Clauses, the Trust may apply any funds remitted from the Company in any income year as the Trust thinks fit, for or towards the Trust's Kaupapa and Objects.

11.9 Company Charter

Any Company established by the Trust shall ensure its Charter is written in alignment with the Clauses of the Trust where relevant and practicable.

The Charter of any such Company shall be subject to approval by the Board as representing the Shareholders and must specify that the Company cannot undertake such activities as may negatively affect the charitable status of the Taiwhenua.

12 Dispute or Complaint

12.1 Dispute or Complaint Process

Any complaint or dispute between Members and/or Trustees or staff shall:

- In the first instance be addressed between effected parties, then failing resolution;
- Be communicated in writing to the CE who will use best endeavours to resolve the matter with the effected persons, then failing resolution;
- Be brought before the Chairperson of the Board who will use best endeavours to resolve the matter with the effected persons, then failing resolution;

- Be referred to the full Board who may settle the matter itself or establish a Kaiwhakawā Rūnanga to deal with the complaint, and failing resolution a serious dispute may;
- Be referred to independent mediation (if a mediator can be agreed) or such other legal process as any party to the dispute may select for resolution of the outcomes of which will be final and binding upon affected parties.

12.2 Kaiwhakawā Rūnanga

A Kaiwhakawā Rūnanga may be established to deal with a complaint or dispute in accord with Clause 12.1. The Board will develop and maintain Terms of Reference for Kaiwhakawā Rūnanga setting out:

- How Kaiwhakawā Rūnanga members shall be selected;
- The process they shall follow in considering any complaint or dispute.

In any case Kaiwhakawā Rūnanga members shall be selected who hold any or all of the following skills and attributes:

- Proven expertise in mediation and alternative dispute resolution.
- Expertise in te reo and tikanga Māori, preferably Ngāti Kahungunu.
- Persons who would be regarded amongst Ngāti Kahungunu and other significant sections of Māoridom, as being of good reputation and standing in the community.
- Has no conflict of interest.

The decision of a Kaiwhakawā Rūnanga is not binding on the parties to the dispute and any such decision is without prejudice to the rights of each party at Law.

12.3 Escalation

Any dispute or complaint must follow the process set out in 12.1 above, except where the dispute or complaint is directed at the CEO, or Chair, in which case it automatically escalates to the next level.

Where complaints or disputes received by the Board are of an operational nature or pertain to staffing the Board shall refer them to the CEO.

12.4 Fair Hearing

The CEO, Board or any Kaiwhakawā Rūnanga shall, throughout any enquiry pertaining to a registered complaint or dispute, observe tikanga, and observe the principles of natural justice¹ and in particular:

- **disclosure or relevant material:** must ensure details of the dispute or complaint are promptly made available to effected parties; and

¹ The 'principles of natural justice' are set out in the Bill of Human Rights and guidance as to how these can be interpreted in practice is available from the [Ministry of Justice](#).

- **prior notice:** must provide at least 14 days notice of any hearing of the dispute or complaint; and
- **opportunity to be heard:** must ensure effected parties have an opportunity to be heard, if not in person then by other means, including writing.
- **cultural safety:** must ensure effected parties have the right for hearings to be conducted and heard in accord with tikanga Māori and in te reo Māori if requested;
- **right to representation:** allow effected parties to bring a support person, kaumatua, or nominate a representative to present on their behalf, or to attain legal representation; and
- **cross-examination:** must provide effected parties the right to cross-examine any evidence or information provide by an effected party;
- **reason for decision:** provide written notice to effected parties of the outcome of any hearing setting out the reason for the decision;
- **avoidance of conflict of interest:** must ensure any members of a review panel are not interested or effected parties;

12.5 Appeal

Affected parties may, except in respect of a binding mediation award of other binding legal process, within 7 days after receiving notification of any such decision made, appeal such decision in writing to the Board, if they believe there are reasonable grounds for such an appeal in accord with principles of natural justice.

In considering an appeal the Board will determine whether the decision shall stand, be re-heard, or modified along with any actions taken in accord with such outcome, considering whether the basis of the appeal is based on reasonable grounds in accord with principles of natural justice.

The outcomes of considering such an appeal will be final.

13 Management of the Trust

13.1 Financial Year

The financial year of the Trust Society begins of 1 July every year and ends on 30/31 June of the next year.

13.2 Variations of Trust Deed

Subject to the approval of IRD and the Charities Commission, if required, these Clauses may be altered or added to at any Annual General Meeting or any special meeting of Trust members convened solely for this purpose, subject to the following conditions:

Thirty days notice in writing of a meeting convened for the proposed alterations or additions to the Clauses shall be given to Trust members.

The meeting may amend any such proposal.

No resolution of any meeting shall effect any alteration to addition to the Clauses unless it be carried either by consensus or by a majority of at least two-thirds of the Trust members present at such meetings and entitled to vote; and if their number is not a multiple of three then the next higher whole number above the fraction shall constitute a majority.

The Board must file amendments with the required Registrar for Charitable trusts and the Charities Commission.

No amendment shall be made which shall be in breach of the charitable purposes of the trust and or in contravention of the Charities Act.

13.3 Appointing an Auditor

The financial accounts of the Trust shall be audited by a Chartered Accountant who shall not be a member of the Trust and who shall be appointed annually by ordinary resolution of the Trustees.

13.4 Common Seal

The Trust shall have the safe custody of the Common Seal and the Trustees may from time to time by resolution change, alter, or adopt any new such seal as they may deem proper. The Common Seal shall not be affixed to any document except by the authority of the Trustees as in the manner set out in Clause 13.5.

13.5 Contracts

Any contracts shall be in writing and if required under the Common Seal of the Trust. The Chairperson, Board member, or the CEO, is authorised to sign any contract as witnessed by at least one other Board member or Officer of the Trust.

14 Disposal of Assets on Winding Down

Should the Trust dissolve or be wound up then any assets remaining after the repayment of debts and obligations shall be distributed to such charitable bodies as have one or similar objects to this Trust in Aotearoa/New Zealand pursuant to Section 27 of the Charitable Trusts Act 1957.

15 Definitions and Interpretation

15.1 Defined Terms

In these Clauses, unless context otherwise requires;

AGM means an Annual General Meeting of Te Taiwhenua held in accordance with Clause 10.1 held in November each year.

Balance Date means 30th June each year.

Board Member means a natural person appointed or elected as a trustee as provided in Clause 8.4.

Board Meeting means a meeting of the Board Members.

Chief Executive, CEO or Te Kaiwhakahaere Matua means any person who is appointed as Chief Executive Officer.

Financial Year means a year operating from the 1st day of July in each year to the 30th day of June in the following year or such other financial year as determined by the board.

General Meeting means an AGM or SGM.

Hapū means a collective of members of the Taiwhenua, affiliated by whakapapa to a Ngāti Kahungunu hapū ancestor, including any Whangai of the aforesaid persons, and who have an active and operational organisation. The hapū shall be recognised by other hapū and may affiliate to one or more Marae in the Taiwhenua rohe.

Hapū/Marae Group means a collective of members of the Taiwhenua, derived from

*a Hapū, or a group of Hapū who may affiliate to one or more Marae; and/or

*a Marae or a group of Marae who shall affiliate to one or more Hapū;

The Hapū/Marae Group shall be identified by the procedures as set out in accordance with Clause 12.4.1 for the purposes of representation to and by Te Taiwhenua Board.

Interests Register means the Register of Interests in any transaction with the Board disclosed by Board Members, as updated from time to time and maintained by the CEO at the Office.

Kaihautū means Hapū/ Marae Relationships Manager.

Kaumatua Taumata means the rūnanga of the Kaumatua of the Trust established and convened for the purposes of these Clauses.

Marae means the meeting place of a hapū or group of hapū, located in the rohe of the Taiwhenua, established and governed according to the kawa and tikanga of the hapū.

Member means any Māori person who belongs to the Trust and includes a Tangata Whenua Member and a Ngā Maataa Waka Member.

Ngā Maataa Waka Board Member means a Board member elected to represent the Ngā Maataa Waka Members.

Ngā Maataa Waka Member is defined in Clause 8.6.3.

Ngāti Kahungunu Iwi Incorporated or **NKII** means Ngāti Kahungunu Iwi Incorporated or its duly appointed successors or assigns incorporated representing the interests of the Ngāti Kahungunu people on matters relevant to Ngāti Kahungunu as an Iwi.

Office means the registered office for the time being of Te Taiwhenua.

Panui means as a minimum, a formal advertisement in the classified section of local/ regional newspaper(s) within the necessary notification period, and can include other avenues of advertising such as panui ki te iwi.

Person includes a body corporate or unincorporated body of persons.

Register means the register of Members required to be kept by the Board in accordance with Clause 7.2.

Seal means the Common Seal of Te Taiwhenua o Heretaunga Trust Incorporated.

SGM means a Special General Meeting of Te Taiwhenua held in accordance with Clause 10.2.

Taiwhenua means any one or more Taiwhenua of Ngāti Kahungunu as the context may allow.

Tangata Whenua Member is defined in Clause 7.1.

Taurahere Runanga means each of the Taurahere Runanga properly constituted, established and convened for the purposes of representing Ngāti Kahungunu people who are normally resident in Aotearoa outside the Kahungunu rohe, established at the date of this deed of variation, namely Te Waipounamu; Otautahi; Te Upoko o Te Ika/Manawatu; Ngā Parirau o Te Ika; and Te Raki/Tamaki Makau Rau.

Te Haaro or **Board** means the Board elected or appointed under Clause 8.

Te Kaahu shall also be known as the **Executive Committee**.

Te Taiwhenua o Heretaunga or **TToH (as per Schedule 1)**

Te Taiwhenua o Heretaunga Trust means Te Taiwhenua o Heretaunga Trust duly incorporated as a board under the Charitable Trusts Act 1956 on 19 September 1985 or its lawfully appointed successor or assign incorporated representing the interests of the members as defined herein.

Trustee means a trustee of the trust also referred to in these Clauses as a Board Member elected as set out in Clause 8.

Trust Deed means the deed filed with the Registrar of Incorporated Societies on 19 September 1985 and subsequent registered amendments or variations thereof.

Whangai has the meaning accorded to it by the kawa and tikanga of Ngāti Kahungunu.

15.2 Interpretation

a) Accounting Terms

Unless otherwise expressly defined in these Clauses, expressions or descriptions used in the Clauses in respect to accounting or reporting functions shall, where not prescribed by law, bear the meaning ascribed to those terms generally accepted in Accounting practice in New Zealand.

b) Use of Capital Letters and Headings

Use of Capital Letters and Headings in these Clauses is intended for convenience only and shall not affect the interpretation of the Clauses.

c) General

Unless the context otherwise requires:

- Words importing the single include the plural and vice versa
- Words importing one gender include the other gender
- Reference to persons, may include other legal forms of entity
- Reference to a statute shall be deemed to reference that statute as amended, re-enacted or substituted from time to time
- Reference to a Clause or clause, shall be to a Clause or clause of this document.
- Any schedules to this deed, including any regulations adopted by the Trust Society, shall form part of these Clauses
- References to a Company, refer to a company incorporated pursuant to the Companies Act 1993

SCHEDULE 1 – Heretaunga Rohe

HERETAUNGA TAIWHENUA

All that area situated in the Hawkes Bay Land District, bounded by a line commencing at a point, being on the sea coast in the middle of the Clive River; then southerly generally along the sea coast to a point in line with the south-western boundary of Kairakau 2C3; thence north-westerly to and along that boundary to the easternmost corner of Kairakau 2C4B; thence southern-westerly along the south-eastern boundary of the said 2C4B to its southernmost corner; thence south-westerly along a right line to New Zealand map grid co-ordinate 6 132 500 "North, 2 844 780 East; thence north-westerly along a right line to the southern-most corner of Section 34, Block VII, Cero Survey District; thence north-westerly along the south-western boundary of the said Section 34 to its westernmost corner, thence westerly along a right line to New Zealand map grid co-ordinate 6 136 200 North, 2 828 760 East; thence northerly along a right line to a point in the middle of Middle Road in line with the middle of Te Aute Trust Road; thence north-westerly generally to and along the middle of Te Aute Trust Road and its production to the middle of State Highway 2; thence south-westerly along the middle of State Highway 2 to a point in line with the middle of Te Onepu Road; thence north-westerly generally to and along the middle of Te Onepu Road to a point in line with the middle of Raukawa-Te Onepu Road and the middle of a Public Road; thence north-westerly along the middle of that Public Road to the eastern boundary of Lot 2, Deeds Plan 335; thence north-westerly along a right line to Trig 0 in Block XI Maraekakaho Survey District; thence north-westerly along a right line through Trig Q, Pohatuhaha in Block I, Wakarara Survey District to the summit of the Ruahine Ranges, thence northerly generally along the summit of the Ruahine Ranges to the northern boundary of the Awarua Block; thence easterly along the boundary to the middle of the Makirikiri Stream; thence north-easterly generally down the middle of that stream to and down the middle of the Ikawetea Stream, to and up the middle of the Taruarau River to and up the middle of the Te Waiamaru Stream to a point in line with the northern boundary of Section 5, Block XI, Kuripapango Survey District; thence easterly to and along that boundary, north-easterly along the north-western boundary of Section 1 SO 9588 (including the several crossings of Taihape-Napier Road) and its production to the middle of the Ngaruroro River; thence easterly generally down the middle of the Ngaruroro River to and down the middle of the old bed of the Tutaekuri-Waimate Stream to and down **the middle of the Clive River to the point of commencement and including all adjacent islands.**

SCHEDULE 2 – Hapū/Marae Group List

Omahu

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Hinemanu, Ngāi te Upokoiri ngā hapū
Puketapu te maunga
Ko Ngaruroro te awa
Ko Kahukuranui te wharenuī
Ko Ruatapuwhahine te wharekai

Te Awhina (Whitikaupeka, Oruamatua, Winiata)

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Hinemanu, Ngāi Te Upokoiri, Ngāti Mahuika ngā hapū
Ko Kahuranaki te maunga
Ko Ngaruroro te awa
Ko Te Awhina te Whare

Runanga

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Hinemanu, Ngāi Te Upokoiri, Ngāti Mahuika ngā hapū
Ko Kahuranaki te maunga
Ko Ngaruroro te awa
Ko Te Aroha te whare
Ko Puanani te wharekai

Korongata

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Poporo te hapū
Kahuranaki te maunga
Ko Ngaruroro te awa
Ko Nukanoa te wharenuī
Ko Matariki te wharekai

Mangaroa

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Rahunga, Ngāti Poporo ngā hapū
Kahuranaki te maunga
Ko Ngaruroro te awa
Ko Hikawera (Tuarua) te wharenuī
Hinetemoa te wharekai

Houngarea (Mawhai)

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Papatuamaro, Ngāti Tamatera, Ngāti Ngarengare, Ngāti Te Rehunga ngā hapū
Kahuranaki te maunga
Ko Ngaruroro rāua ko Tukituki ngā awa
Ko Houngarea te whare
Ko Rakeihikuroa te tekoteko

Te Tawhirangi te wharekai

Mihiroa (Taraia)

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Mihiroa te hapū
Kahuranaki te maunga
Ko Ngaruroro rāua ko Tukituki ngā awa
Ko Mihiroa te whare
Ko Pukepuke Tangiora te wharekai

Kahuranaki

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Te Rangikoianake te hapū
Kahuranaki te maunga
Ko Ngaruroro rāua ko Tukituki ngā awa
Poukawa te waiu
Ko te Hapuku te tangata
Ko Tumapuhiarangi te tekoteko
Ko te Whatui-Apiti te Rangatira

Waimarama

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Kurukuru, Ngāti Hikatoa, Ngāti Urakiterangi, Ngāti Whakaiti ngā hapū
Kahuranaki te maunga
Ko Waingongoro te awa
Ko Taupunga te whare
Ko Morehu te Amohaere te wharekai

Matahiwi

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Hawea, Ngāti Kautere ngā hapū
Kahuranaki te maunga
Ko Tukituki te awa
Ko Maui Tikitiki a Taranga te tekoteko
Ko te Matau o Maui te whareniui
Ko Hina Taranga te wharekai

Waipatu

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Hori, Ngāti Hawea, Ngāti Hinemoa ngā hapū
Ko Kahuranaki te maunga
Ko Ngaruroro rāua ko Tukituki ngā awa
Ko Heretaunga (Tuatoru) te whare
Ko Tamatea Arikinui te tekoteko

Ruahapia

Takitimu te waka
Tamatea Arikinui te tangata
Ko Ngāti Hawea te hapū
Ko Kahuranaki te maunga

Ko Ngaruroro te awa
Ko Karaitiana Takamoana te wharenuī
Ko Winipere te wharekai

Mataa Waka Representative

Once a Mataa Waka representative is elected, they are required to align with Te Aranga Marae Committee for the purposes of transparency and communication.

SCHEDULE 3 - Membership Clauses

The membership Clauses are maintained and administered by Ngāti Kahungunu Iwi Incorporated as set out below:

6. MEMBERSHIP

6.1 Application for membership:

6.1.1 Membership to NKII shall be made in writing to NKII or any Taiwhenua on the Application for Registration form in either Schedule 4, or the NKII website (www.kahungunu.iwi.nz), or in a form substantially similar and containing all relevant information, and delivered to the secretary of NKII or a Taiwhenua. On confirmation of membership, as set out in Rule 6.5, the Member agrees to abide by the constitution. The rights and privileges (but not obligations) of membership shall vary, dependent on whether the Member is a Tangata Whenua Member, or a Nga Maata Waka Member as set out in Rules 6.4 of the constitution.

6.1.2 An application to be entered in the Register may be made by:

- (a) Those over the age of 18, on their own behalf or by their legal guardian; and
- (b) Those under the age of 18 years by their parent or legal guardian on their behalf; and
- (c) By a Member over the age of 18 on behalf who, in the opinion of the Board, stands in the stead of a parent of an applicant; and

in each case that application must be completed on the form set out in Schedule 4.

6.2 **Classes of Membership:** There shall be the following classes of membership:-

6.2.1 Tangata Whenua Members; and

6.2.2 Nga Maata Waka Members.

6.3 **Eligibility for Membership:**

6.3.1 **Tangata Whenua Members:** All Nga Uri a Kahungunu, shall be, subject to Rule 6.1 (application for membership), Rule 6.5 (confirmation of membership), and Rule 6.5.4 (verification) accorded the status of a Tangata Whenua Member; and

6.3.2 **Nga Maata Waka Members:** Nga Maata Waka Members shall be, subject to Rule 6.1 (application for membership) and Rule 6.5 (confirmation of membership), accorded the status of a Nga Maata Waka Member.

6.4 **Membership Entitlements and Rights of Members:**

Tangata Whenua Members: Tangata Whenua Members are entitled and subject to all of the rights, privileges and obligations of Membership of NKII, including the right to fully participate in all activities of NKII as set out in the constitution.

6.4.1 **Nga Maata Waka Members:** Nga Maata Waka Members shall be entitled to those rights and privileges of membership to enable such Members to participate in those matters properly regarded as being derived from and directly relevant to Article 3 of Te Tiriti o Waitangi. For the avoidance of doubt, Nga Maata Waka Members shall not have the right to participate in any of the following matters:

- (a) in any proposal or resolution to alter, replace or otherwise amend the constitution, pursuant to Rule 26 of the constitution, whether by way of nomination or in support of any such proposal or resolution, including without limitation, the right to vote on any such proposal or resolution;
- (b) any matters affecting Ngati Kahungunu only, including without limitation any rights or interests guaranteed by Te Tiriti o Waitangi to Ngati Kahungunu only;

- (c) the election of the NKII Board; and
 - (d) those matters set out in Rule 12.6.5 of this constitution.
- 6.4.2 **Exercise of Rights:** The rights exercisable by a Member under the constitution will not be varied or removed if that Member fails to exercise those rights at any time or during any period.
- 6.4.3 **Rights Non Transferable:** The rights of a Member under the constitution are not transferable to any other Member or to any other person.
- 6.4.4 **Subject to Constitution:** All Members shall be subject to the constitution.
- 6.4.5 **Copy of Constitution:** A Member shall be entitled to view a copy of this constitution at the Office between normal business hours or on the NKII website, or to request a copy by post. The Member may be required to pay a charge to cover costs.

Confirmation of Membership Status: The approval process for membership to NKII is as follows:

- 6.5.1 All applications for membership shall be made in writing by completing an application form for registration or in a form substantially similar to that set out in Schedule 4 and delivered to the Secretary at the Office;
- 6.5.2 On receipt, applications are to be date stamped and recorded as inward mail for the attention of the Board or its delegated authority, and stored securely;
- 6.5.3 The Board or its delegated authority shall consider each application for membership within 14 days of receipt, where feasible, of any application for membership;
- 6.5.4 The Board:
 - (a) may require any person seeking registration as a Nga Uri a Kahungunu or Tangata Whenua Member to provide evidence verifying his or her affiliation by affiliation to Ngati Kahungunu or of any other matter referred to in Rule 6.5 or 7.1 before that person's registration is entered in the Register together with such other information as the Board requests and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Board to not accept the application for registration); and

- (b) may require any person who is entered in the Register to provide evidence verifying his or her affiliation to Ngati Kahungunu through descent from a primary ancestor of Ngati Kahungunu and any other matter referred to in Rule 6.5.4(a);
- (c) may consult with the Kaiwhakawa Runanga in relation to any application for registration, or continued registration as a Tangata Whenua Member; and
- (d) without limiting the foregoing, may request the Kaiwhakawa Runanga to:
 - (i) determine who is the primary ancestor, or are primary ancestors, of Ngati Kahungunu; and
 - (ii) determine the Tikanga of Ngati Kahungunu by which Whangai are to affiliate to Ngati Kahungunu by descent from a primary ancestor of Ngati Kahungunu.

6.5.5 Provided an applicant for membership satisfies the membership eligibility criteria set out in Rule 6.3, the Board shall approve that applicant's application for membership and shall advise the applicant of its decision in writing within seven (7) days, where feasible, confirming membership status.

6.5.6 The Board shall within seven (7) days upon declining an application for membership, refer the application; back to the applicant, or to the Kaiwhakawa Runanga or to the Kaumatua Taumata, dependent upon the nature and/or reason for declining the application for advice and

6.5.7 Any advice sought and provided by the Kaiwhakawa Runanga or the Kaumatua Taumata to the Board, shall, unless there are compelling reasons to the contrary, be the principal factor to be taken into account as such by the Board when the Board considers the applicant's application for membership.

6.6 **Board may decline to register, or remove a person from the Register:** If the Board consider that any information about a person received under Rule 6.5.4 is not accurate or complete, or that the existing information on the Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this constitution for entry of that person in the Register, the Board may decline to register, or remove that person from the register, as the case may be.

- 6.7 **Process when registration declined or removed:** Where an application for registration is declined, or any decision is made by the Board to remove any person from the Register, the person concerned may dispute that decision of the Board, and Rule 6.5.4(c) and (d) shall apply.
- 6.8 **De-Registration by Member of Ngati Kahungunu:** To avoid doubt, a Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the registered Board office.
- 6.9 **Taiwhenua and Taurahere Affiliation:** Unless already recorded, Members shall notify the Secretary and the Taiwhenua and/or Taurahere Runanga as the case may be, in writing, as to which Taiwhenua or Taurahere Runanga, they wish to exercise their rights. The respective secretaries shall record such advice in their respective Register.
- 6.10 **Prior Membership:** Members recorded on the Register immediately prior to the adoption of this constitution shall be deemed to be Members under this constitution.
- 6.11 **Membership of Taiwhenua or Taurahere Runanga and NKII:**
- 6.11.1 Confirmed members of any Taiwhenua and/or Taurahere Runanga shall, unless the Member requests in writing to the contrary, automatically become a Member.
 - 6.11.2 Members shall, unless the Member requests in writing to the contrary, automatically become a member of the Taiwhenua and/or Taurahere Runanga nominated.
 - 6.11.3 Members who indicate affiliation to a Taiwhenua and/or Taurahere Runanga, shall on confirmation of membership be deemed to be also member of that Taiwhenua and/or Taurahere Runanga, and NKII shall notify the Taiwhenua and/or Taurahere Runanga.

7. REGISTER

- 7.1 The Board shall cause to be kept a Register of all Members at the Office of the Board and shall include without limitation the following details:
- 7.1.1 the names and contact details of all Members;
 - 7.1.2 the dates of the admission to membership of all Members;

- 7.1.3 all terminations and all reinstatements of membership;
 - 7.1.4 whether a Member is a Tangata Whenua Member or a Nga Maata Waka Member;
 - 7.1.5 the date of birth of Members, and in particular for voting purposes, distinguishing those Members of eighteen (18) years of age and over from those Members under the age of eighteen (18) years; and
 - 7.1.6 any further particulars the Board or NKII at any general meeting may require to be entered into the Register from time to time.
- 7.2 The Board shall also cause to be kept a record of each person who claims to be entitled to be a Member but who has not provided to the satisfaction of the Board any or all of the information required for the purposes of Rule 6.1.
- 7.3 A Member shall be entitled to inspect his or her entry in the Register at the Office between normal business hours upon application to the Secretary or at the AGM provided that no Member shall be entitled to inspect any entry by any other Member in the Register except with the prior written consent of that or those Member(s).
- 7.4 The Register shall be available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be.
- 7.5 The Board shall make ongoing efforts to register all Nga Uri a Kahungunu on the Register.
- 7.6 Any Tangata Whenua Member, at or at any time after the time of application for membership may request in writing that they wish to receive Private Notice of any General Meetings and/or voting documents relating to:
- 7.6.1 the election of Board Members; or
 - 7.6.2 any amendment to this constitution or the constitutional documents of any Asset Holding Company or Subsidiary of any Asset Holding Company; or
 - 7.6.3 the disposal of Income Shares or Settlement Quota; or
 - 7.6.4 the conversion of Quota into Settlement Quota.

7.7 **Notice not necessary:** It shall not be necessary for the Board to provide Private Notice to Members of Ngati Kahungunu where the Board believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

SCHEDULE 4 – Rūnanga Charter Sample

1 Composition

There are four Rūnanga - advisory board's, known as:

- Heretaunga Hauora Rūnanga
- Heretaunga Tautoko Whānau Rūnanga
- Heretaunga Whakaakoranga Rūnanga
- Te Runanganui o Heretaunga

Each Rūnanga (with the exception of Te Runanganui o Heretaunga) shall have 5 to 7 members with full speaking and voting rights comprised as follows:

- 1 Te Haaro Board Member
- 1 Corporate Management Team (CMT) member
- 3 to 5 External members (*In the case of Te Runanganui o Heretaunga Marae membership is not capped and members must whakapapa to Heretaunga Marae*).

In addition Te Kaiwhakahaere Matua shall appoint a Rūnanga Secretary for the purpose of administering and minuting meetings. The Secretary has no voting right.

2 Nomination and Selection

Rūnanga members should be nominated and selected considerate of the following criterion:

- Are supportive of, and will advocate for, TToH moemoea and kaupapa.
- Have a sound understanding of, and experience in, an area relevant to the Rūnanga
- Are aware of local, regional, national and international issues and trends
- Can and will make an effective contribution to the Rūnanga
- Contribution to the composite skill mix of the Rūnanga
- Have no perceived or actual conflict of interest in joining the Rūnanga

3 Appointment

Members shall be appointed through the following process:

- Te Haaro and CMT members may submit nominations for Rūnanga membership for the November meeting of Te Haaro each year.
- Te Haaro shall at its November meeting determine **preferred membership**.
- Preferred members shall be immediately notified and will then be required to confirm **acceptance** and complete a **conflict of interest declaration** prior to the December meeting of Te Haaro.
- Based on acceptance and assessment of any potential or actual conflict of interest appointment shall be ratified by resolution of Te Haaro at its December meeting.

- Rūnanga members shall then take office in January the following year.

4 Tenure

Typical Tenure will be for a 12 month calendar year from 1 January to 31 December
May be varied by recommendation to, and ratification by, Te Haaro

5 Electing the Chair/Deputy Chair

The Chairperson will be elected by the Rūnanga at its first meeting of the calendar year on an annual basis and will be subject to ratification and confirmation by Te Haaro. A Chairperson shall not remain in office for any more than three consecutive terms. The Rūnanga at its discretion may elect a Deputy Chair to support the Chairperson and/or in the interests of role succession.

6 Terms of Reference

Objects/Purpose

- To provide high level and credible advice and intelligence to inform TToH decision making.
- To contribute to the organisations 'Environmental Awareness' i.e. awareness of the political, social, cultural, intellectual, financial, environmental and commercial environment.
- To develop networks and relationships that benefit TToH
- To inform and promote TToH moemoea, kaupapa and rautaki. (vision, purpose and strategy)

Function/Activity

- Provision of advice on current local, regional, national and international issues, trends and strategy that effect/affect TToH;
- Participate in, and provide feedback on, relevant external forums, hui, conferences and symposiums; (*Where such is explicitly requested in writing by TToH, such will be at TToH's expense*)
- Provide feedback on external profile of TToH;
- Identify opportunities and threats;
- Critical review of TToH Strategy and Planning;
- To provide other such advice as may be reasonable requested from time to time;
- Act as champions for TToH in such spheres of influence as agreed by the Rūnanga;
- Make recommendations to Te Haaro

7 Conduct

It is essential that when participating as Rūnanga members, members:

- act in accord with TToH values;
- act in the interests of organisational, not personal, gain;
- promote and maintain a positive profile of TToH it's Board members, staff and key stakeholders;
- respect TToH's cultural and intellectual property rights.

8 Meetings

Meetings shall be at a time and day as agreed by members, and of a frequency determined by Te Haaro.

A quorum is a simple majority of members present.

9 Making Recommendations

The Rūnanga is an 'Advisory Board' to Te Haaro; therefore its primary function is to make recommendations to Te Haaro. As such there is no requirement of Rūnanga to vote upon or pass formal or binding resolutions. Decisions should be made by a consensus of the majority of members present at any given meeting.

Te Haaro has absolute discretion to accept or disregard any recommendations made by Rūnanga.

10 Information

Rūnanga members shall be privy to such TToH information as necessary to perform their duties, such as:

- Organisational Strategy, including working drafts.
- Business Plans, including drafts.
- Organisational Policies and Procedures.
- Organisational Structure and Staffing Profiles
- Service profiles and performance information
- Limited financial information – restricted to such information as relevant to Rūnanga
- Copies of correspondence and discussion / issues papers prepared for the Rūnanga.

11 Confidentiality

All information provide to Rūnanga as per 10 above remains the property of TToH and is not to be kept, circulated, copied, transmitted, or disclosed to third parties by any means accept by permission of Te Haaro or Te Kaiwhakahaere Matua. Such permission shall be provided in writing, or verbally in a Rūnanga meeting where such must be formally minuted.

12 Communication

Rūnanga members have no right to speak on behalf of TToH without express permission to do so as provided in writing, or verbally in a Rūnanga meeting where such must be formally minuted.

All enquiries from external organisations, including media, must be referred to Te Kaiwhakahaere Matua in the first instance, and where not available Te Haaro Chairperson.

13 Relationship to TToH

The Rūnanga is an 'Advisory Board' only. It does not represent TToH and as such Rūnanga members do not share the same entitlements as Board members and staff of TToH.

Its role is to make recommendations to Te Haaro and to advise the Executive Management Team in accord with its objects.

14 Exclusions

Rūnanga cannot make decisions for TToH. Rūnanga shall not be privy to, or make recommendations on, the financial affairs of TToH.

15 Reporting

Reporting will be by way of minutes provided to Te Kaiwhakahaere Matua for presentation to Te Haaro, or by presentation to Te Hāro upon request.

All recommendations shall be accompanied by a brief description of rationale and context of not more than half a page in writing – including the recommendation.

16 Remuneration

Rūnanga members shall be paid a committee fee as set by Te Haaro each year.

Rūnanga members shall also be entitled to claim any 'out of pocket' expenses directly incurred in performing their duties, including attending meetings, upon presentation of relevant receipts attached to a formal claim form, subject to prior application and approval in writing to incur such expenses.

17 Liability

Rūnanga members are not liable for any decisions made, or actions taken by Te Haaro, based on recommendations of the Rūnanga.



TToH does not accept liability arising from any acts, omissions, or the negligence of, Rūnanga members.



18 Conflicts of Interest



Rūnanga members must declare any potential conflicts of interest in writing to Te Haaro.



Rūnanga members are also entitled to indicate any perceived conflict of interest not declared by another Rūnanga member.

Assessment of any such declaration and determination of any consequent action shall be at the sole discretion of Te Haaro. **IN WITNESS OF WHICH this Deed has been executed:**

SIGNED by: 
Trustee name Michael Paku
as Trustee in the presence of:
Witness's signature: 
Full name of witness: Jennifer Hellen
Occupation of witness: Accounts Assistant
Residential address of witness: 56 Kilkree Tce, Roxmere.

SIGNED by: 
Trustee name Kane Koko
as Trustee in the presence of:
Witness's signature: 
Full name of witness: Jennifer Hellen
Occupation of witness: Accounts Assistant
Residential address of witness: 56 Kilkree Tce, Roxmere.

SIGNED by: 
Trustee name Heeni Carlson
as Trustee in the presence of:
Witness's signature: 
Full name of witness: Jennifer Hellen
Occupation of witness: Accounts Assistant
Residential address of witness: 56 Kilkree Tce, Roxmere.

SIGNED by: 
Trustee name Leah Hapuku-Annan
as Trustee in the presence of:
Witness's signature: 
Full name of witness: Jennifer Hellen
Occupation of witness: Accounts Assistant
Residential address of witness: 56 Kilkree Tce, Roxmere.

SIGNED by:

Christine Tamati

Trustee name

Christine Tamati

as Trustee in the presence of:

Witness's signature:

Jordan Hutton

Full name of witness:

Jordan Hutton

Occupation of witness:

Executive Assistant

Residential address of witness:

56 Kilkree Terrace, Auckland

SIGNED by:

Thompson Hokianga

Trustee name

Thompson Hokianga

as Trustee in the presence of:

Witness's signature:

Jordan Hutton

Full name of witness:

Jordan Hutton

Occupation of witness:

Executive Assistant

Residential address of witness:

56 Kilkree Terrace, Auckland

SIGNED by:

Ripeka Kireka

Trustee name

Ripeka Kireka

as Trustee in the presence of:

Witness's signature:

Jordan Hutton

Full name of witness:

Jordan Hutton

Occupation of witness:

Executive Assistant

Residential address of witness:

56 Kilkree Terrace, Auckland

SIGNED by:

Donna Keefe

Trustee name

Donna Keefe

as Trustee in the presence of:

Witness's signature:

Jordan Hutton

Full name of witness:

Jordan Hutton

Occupation of witness:

Executive Assistant

Residential address of witness:

56 Kilkree Terrace, Auckland

SIGNED by:

Moana Mackey

Trustee name

Moana-Lee Mackey

as Trustee in the presence of:

Witness's signature:

Hellen.

Full name of witness:

Jennifer Hellen.

Occupation of witness:

Executive Assistant.

Residential address of witness:

55 Wilkie Terrace, Flaxmere.

SIGNED by:

Aretha Edwards

Trustee name

Aretha Edwards

as Trustee in the presence of:

Witness's signature:

Hellen.

Full name of witness:

Jennifer Hellen.

Occupation of witness:

Executive Assistant.

Residential address of witness:

55 Wilkie Terrace, Flaxmere.

SIGNED by:

Monica Kendrick

Trustee name

Monica Kendrick

as Trustee in the presence of:

Witness's signature:

Hellen.

Full name of witness:

Jennifer Hellen.

Occupation of witness:

Executive Assistant.

Residential address of witness:

55 Wilkie Terrace, Flaxmere.

SIGNED by:

Paula Savae

Trustee name

Paula Savae

as Trustee in the presence of:

Witness's signature:

Hellen.

Full name of witness:

Jennifer Hellen.

Occupation of witness:

Executive Assistant.

Residential address of witness:

55 Wilkie Terrace, Flaxmere

SIGNED by: K. Kire
Trustee name Kararaina Kire

as Trustee in the presence of:
Witness's signature: Hallen
Full name of witness: Jennifer Hallen
Occupation of witness: Reception Assistant
Residential address of witness: 56 Wilkie Terrace, Rosemead

SIGNED by: Amo Puha
Trustee name Amo Puha

as Trustee in the presence of:
Witness's signature: Hallen
Full name of witness: Jennifer Hallen
Occupation of witness: Reception Assistant
Residential address of witness: 56 Wilkie Terrace, Rosemead

SIGNED by: M. McGarva-Ratapu
Trustee name Moira McGarva-Ratapu

as Trustee in the presence of:
Witness's signature: Hallen
Full name of witness: Jennifer Hallen
Occupation of witness: Reception Assistant
Residential address of witness: 56 Wilkie Terrace, Rosemead

SIGNED by: A Harris
Trustee name Annette Harris

as Trustee in the presence of:
Witness's signature: Hallen
Full name of witness: Jennifer Hallen
Occupation of witness: Reception Assistant
Residential address of witness: 56 Wilkie Terrace, Rosemead