

**TE RŪNANGA O NGĀTI MUTUNGA CHARTER
WITH EFFECT FROM 26 JULY 2026**

TABLE OF CONTENTS

TE MANAWA O NGĀTI MUTUNGA	1
HE WHAKAMARAMA.....	1
1. DEFINITIONS AND INTERPRETATIONS.....	2
1.1. DEFINED TERMS.....	2
1.2. INTERPRETATION.....	8
2. RECONSTITUTION, STATUS AND OBJECTS OF THE RŪNANGA.....	9
2.1. RŪNANGA ESTABLISHED	9
2.2. RŪNANGA REPRESENTATIVE.....	9
2.3. POWERS OF RŪNANGA.....	9
2.4. OBJECTS AND PURPOSES OF THE RŪNANGA.....	9
2.5. RESTRICTION ON MAJOR TRANSACTIONS.....	9
2.6. RIGHTS OF MEMBERS OF NGĀTI MUTUNGA	10
3. APPOINTMENT, POWERS AND MEETINGS OF NGĀ KAITIAKI.....	10
3.1. APPOINTMENT IN ACCORDANCE WITH SECOND SCHEDULE	10
3.2. NGĀ KAITIAKI TO CONTROL RŪNANGA AFFAIRS	10
3.3. PROCEEDINGS OF NGĀ KAITIAKI.....	10
4. POWER TO APPOINT KĀHUI KAUMATUA	10
4.1. APPOINTMENT OF KĀHUI KAUMATUA.....	10
4.2. ROLE OF KĀHUI KAUMATUA	10
4.3. NGĀ KAITIAKI NOT TO BE KĀHUI KAUMATUA.....	11
5. POUWHAKAHAERE AND OTHER EMPLOYEES	11
5.1. RŪNANGA TO APPOINT POUWHAKAHAERE	11
5.2. DELEGATIONS TO POUWHAKAHAERE	11
5.3. NGĀ KAITIAKI NOT TO BE EMPLOYED	11
6. RŪNANGA TO ESTABLISH COMPANIES AND TRUST.....	11
6.1. ESTABLISHMENT OF COMPANIES AND TRUST.....	11
6.2. FISHERIES ASSET HOLDING COMPANY	11
6.3. OWNERSHIP AND CONTROL OF COMPANIES.....	11
6.4. CONTROL OF TRUST	11
6.5. COMMERCIAL ASSET HOLDING COMPANIES	11
6.6. COMMUNITY DEVELOPMENT TRUST	11
6.7. RŪNANGA TO MONITOR.....	11
6.8. ASSETS HELD FOR NGĀTI MUTUNGA.....	12
6.9. DIRECTORS AND TRUSTEES RESPONSIBLE FOR GOVERNANCE	12
6.10. REMUNERATION OF DIRECTORS AND TRUSTEES.....	12
6.11. NO INFLUENCE IN DETERMINING REMUNERATION.....	12
6.12. ESTABLISHMENT OF FISHING ENTERPRISE	12
6.13. STRATEGIC GOVERNANCE	12
7. APPOINTMENT OF DIRECTORS AND TRUSTEES TO NGĀTI MUTUNGA GROUP ENTITIES	13
7.1. APPOINTMENT AND REMOVAL OF DIRECTORS AND TRUSTEES	13
7.2. DIRECTORS OF THE COMMERCIAL ASSET HOLDING COMPANIES.....	13
7.3. APPOINTMENTS WITH REGARD TO SKILLS AND EXPERTISE.....	13
8. APPLICATION OF INCOME	13

8.1.	COMPANIES TO REMIT FUNDS TO THE RŪNANGA.....	13
8.2.	RŪNANGA TO MAKE PAYMENTS TO COMMUNITY DEVELOPMENT TRUST	13
8.3.	NGĀ KAITIAKI MAY APPLY INCOME AS THEY SEE FIT	14
8.4.	PAYMENTS OUT OF INCOME.....	14
8.5.	MATTERS TO CONSIDER IN APPLYING INCOME.....	14
8.6.	ACCUMULATION IN SIX MONTHS WHERE INCOME NOT APPLIED.....	14
9.	PLANS.....	14
9.1.	RŪNANGA TO PREPARE ANNUAL PLAN	14
9.2.	RŪNANGA TO PREPARE FIVE YEAR PLAN	14
10.	ANNUAL REPORTS, ACCOUNTS AND AUDITOR.....	15
10.1.	PREPARATION OF ANNUAL REPORT	15
10.2.	AUDIT OF FINANCIAL STATEMENTS	15
10.3.	APPOINTMENT OF AUDITOR	15
11.	COMPANIES AND TRUST PLANS AND REPORTS	15
11.1.	COMPANIES AND THE TRUST TO PREPARE PLANS AND STATEMENTS OF INTENT	15
11.2.	RŪNANGA APPROVAL REQUIRED.....	15
11.3.	REPORTS BY THE COMPANIES TO COMPLY WITH COMPANIES ACT 1993:.....	16
11.4.	TRUSTS TO MEET COMPANIES ACT STANDARD	16
11.5.	REPORT TO INCLUDE COMPARISON AGAINST PLANS	16
11.6.	PROTECTION OF SENSITIVE INFORMATION	16
12.	DISCLOSURE OF PLANS, REPORTS AND MINUTES	16
12.1.	DOCUMENTS TO BE AVAILABLE FOR INSPECTION	16
12.2.	COSTS OF COPYING.....	17
13.	NO DISCLOSURE OF SENSITIVE INFORMATION	17
14.	GENERAL MEETINGS.....	17
14.1.	RŪNANGA TO HOLD ANNUAL GENERAL MEETING.....	17
14.2.	APPROVAL OF REMUNERATION FOR NGĀ KAITIAKI.....	17
14.3.	NOTICE OF GENERAL MEETING	18
14.4.	NOTICE OF SPECIAL MEETINGS	18
14.5.	ANNUAL GENERAL MEETING NOT LIMITED TO NOTIFIED BUSINESS	18
14.6.	SPECIAL GENERAL MEETING LIMITED TO NOTIFIED BUSINESS.....	18
14.7.	INVALIDATION	18
14.8.	DEFICIENCY OF NOTICE.....	18
14.9.	QUORUM.....	19
14.10.	CHAIRING OF MEETINGS.....	19
14.11.	VOTING.....	19
14.12.	ADJOURNED MEETINGS.....	19
14.13.	UNRULY MEETINGS	19
14.14.	MINUTES	19
14.15.	MINUTES TO BE EVIDENCE OF PROCEEDINGS	19
14.16.	MINUTES TO BE EVIDENCE OF PROPER CONDUCT.....	19
14.17.	REQUEST FOR INFORMATION.....	19
15.	DISCLOSURE OF INTERESTS	20
15.1.	DEFINITION OF INTERESTED KAITIAKI	20
15.2.	DISCLOSURE OF INTEREST TO OTHER KAITIAKI	20
15.3.	RECORDING OF INTEREST	20
16.	DEALINGS WITH “INTERESTED” KAITIAKI.....	20
17.	PROHIBITION OF BENEFIT OR ADVANTAGE.....	20
18.	DISCLOSURE OF KAITIAKI REMUNERATION ETC	20
19.	ADVICE TO NGĀ KAITIAKI.....	21

19.1.	RŪNANGA MAY RELY ON ADVICE	21
19.2.	RŪNANGA MAY OBTAIN BARRISTER'S OPINION.....	21
20.	LIABILITY OF KAITIAKI	21
21.	INDEMNITY AND INSURANCE	21
21.1.	INDEMNITY AND INSURANCE FOR TRUSTEES.....	21
21.2.	INDEMNITY AND INSURANCE COSTS TO BE JUST AND EQUITABLE.....	21
21.3.	INDEMNITY AND INSURANCE RE SPECIFIC TRUSTS	21
21.4.	RECORD OF DECISIONS.....	21
22.	NGĀTI MUTUNGA NOT TO BE BROUGHT INTO DISREPUTE.....	21
22.1.	NGĀ KAITIAKI NOT TO BRING INTO DISREPUTE.....	21
22.2.	DIRECTORS AND TRUSTEES NOT TO BRING INTO DISREPUTE	22
22.3.	CENSURE OR REMOVAL FROM OFFICE	22
22.4.	PROCEDURE WHERE ALLEGATION MADE OF BRINGING INTO DISREPUTE	22
22.5.	CENSURE OR REMOVAL TO BE NOTIFIED	22
22.6.	EFFECT OF REMOVAL.....	22
22.7.	REPLACEMENT OF KAITIAKI	22
23.	GIFTS OR DONATIONS.....	22
23.1.	RŪNANGA MAY ACCEPT SPECIFIC TRUSTS	22
23.2.	SPECIFIC TRUSTS TO BE SEPARATE.....	23
23.3.	USE OF SPECIFIC TRUST ASSETS	23
23.4.	EXPENSES OF SPECIFIC TRUSTS	23
24.	RECEIPTS FOR PAYMENTS	23
25.	CUSTODIAN TRUSTEE	23
26.	AMENDMENTS TO CHARTER.....	24
26.1.	SPECIAL RESOLUTION REQUIRED.....	24
26.2.	LIMITATIONS ON AMENDMENT	24
26.3.	AMENDMENT TO MAKE RŪNANGA A CHARITY.....	24
26.4.	CONSIDERATION OF PROPOSALS	24
26.5.	PROPOSALS TO BE DISCARDED.....	24
27.	TERMINATION OF TRUST	24
28.	PERPETUITIES	25
29.	ARCHIVING OF RECORDS.....	25
29.1.	RECORDS TO BE HELD FOR SEVEN YEARS	25
29.2.	RECORDS TO BE ARCHIVED	25
29.3.	RECORDS MAY BE RETAINED FOR LONGER	25
30.	DISPUTE RESOLUTION	25
30.1.	DISPUTES RELATING TO MEMBERSHIP	25
30.2.	NOTICE OF DISPUTE.....	25
30.3.	DISPUTE OF DECISION.....	25
30.4.	DISPUTES RELATING TO MĀORI FISHERIES ACT 2004:	26
31.	DISPOSAL OF ORDINARY SHARES AND SETTLEMENT QUOTA.....	26
31.1.	DISPOSAL OF ORDINARY SHARES AND SETTLEMENT QUOTA.....	26
31.2.	TRANSFERS BETWEEN ENTITIES.....	26
32.	RECOGNITION OF NEW MANDATED IWI ORGANISATION	26
33.	METHOD OF CONTRACTING	26
33.1.	DEEDS.....	26

33.2.	OTHER WRITTEN CONTRACTS	26
33.3.	OTHER OBLIGATIONS	26

FIRST SCHEDULE

1.	RŪNANGA TO KEEP REGISTER.....	27
1.1.	RŪNANGA TO MAINTAIN REGISTER	27
1.2.	REGISTER TO COMPLY WITH THIS SCHEDULE.....	27
1.	CONTENTS OF REGISTER.....	27
1.1.	REGISTER TO CONTAIN MEMBERS' DETAILS.....	27
1.2.	BENEFICIARY REGISTRATION NUMBERS	27
1.3.	ACCESS TO REGISTER	27
2.	APPLICATIONS FOR REGISTRATION.....	27
2.1.	FORM OF APPLICATIONS.....	27
2.2.	ENTITLEMENT TO MAKE APPLICATIONS	27
2.3.	COMPLIANCE WITH CHARTER	28
3.	DECISIONS AS TO MEMBERSHIP	28
3.1.	WHAKAPAPA COMMITTEE TO BE ESTABLISHED.....	28
3.2.	COMPOSITION OF WHAKAPAPA COMMITTEE	28
3.3.	CONSIDERATION OF APPLICATIONS	28
3.4.	DECISIONS TO BE MADE ON APPLICATIONS	28
3.5.	SUCCESSFUL APPLICATIONS TO BE NOTIFIED AND REGISTERED	28
3.6.	NOTIFICATION OF UNSUCCESSFUL APPLICANTS.....	28
3.7.	UNSUCCESSFUL APPLICANT MAY REAPPLY	28
4.	MAINTENANCE OF REGISTER	28
4.1.	RŪNANGA TO ESTABLISH POLICIES.....	28
4.2.	ASSISTANCE IN IDENTIFYING MEMBERSHIP.....	29
4.3.	RESPONSIBILITY OF MEMBERS OF NGĀTI MUTUNGA	29
4.4.	CONSEQUENCES OF REGISTRATION	29
5.	INITIAL NGĀTI MUTUNGA REGISTER.....	29
5.1.	INFORMATION FROM IWI AUTHORITY REGISTER.....	29
6.	PRIVATE NOTICE.....	29
6.1.	REQUESTS FOR PRIVATE NOTICE	29

SECOND SCHEDULE

1.	PROCEDURE	30
1.1.	THIS SCHEDULE TO APPLY	30
2.	ELIGIBILITY FOR APPOINTMENT.....	30
2.1.	NGĀ KAITIAKI TO BE REGISTERED	30
2.2.	DISQUALIFICATION FROM BEING ELECTED.....	30
2.3.	NGĀ KAITIAKI NOT TO BE RŪNANGA EMPLOYEES	31
2.4.	KAITIAKI MAY BE DIRECTORS	31
2.5.	NUMBER OF NGĀ KAITIAKI TO BE LIMITED	31
3.	TERM OF OFFICE.....	31
3.1.	TERM OF OFFICE AND SEQUENCE OF APPOINTMENT OF NGĀ KAITIAKI.....	31
3.2.	ENDING OF TERM OF KAITIAKI.....	31
3.3.	ELIGIBILITY OF NGĀ KAITIAKI FOR RE-ELECTION.....	31
3.4.	NGĀ KAITIAKI POWER TO ALTER TERM.....	31
3.5.	CASUAL VACANCIES.....	31

3.6.	TERM OF CASUAL APPOINTMENTS	32
4.	TIMING OF ELECTIONS	32
5.	MAKING OF NOMINATIONS	32
5.1.	CALLING FOR NOMINATIONS	32
5.2.	TIMING FOR NOMINATIONS.....	32
5.3.	FORM OF NOTICE.....	32
5.4.	INCLUSION OF INVITATION TO REGISTER	32
5.5.	NOMINATION TO BE IN WRITING	32
5.6.	CONSENT OF NOMINEE	32
6.	HOLDING OF ELECTIONS	33
6.1.	MODE OF VOTING AT ELECTIONS.....	33
6.2.	NO ELECTIONS WHERE NOMINEES EQUAL VACANCIES.....	33
6.3.	ELIGIBILITY TO VOTE	33
6.4.	PROVISIONAL VOTES	33
7.	NOTICE OF ELECTIONS	33
7.1.	NOTICE TO BE GIVEN.....	33
7.2.	PERIOD OF NOTICE	34
7.3.	METHOD OF GIVING NOTICE.....	34
7.4.	GENERAL CONTENT OF NOTICES.....	34
7.5.	ADDITIONAL CONTENT OF PRIVATE NOTICE	34
7.6.	ADDITIONAL INFORMATION IN NOTICES	34
7.7.	OTHER DETAILS TO ACCOMPANY VOTE	34
8.	TIMING OF VOTING.....	34
8.1.	TIMING OF VOTES	34
9.	APPOINTMENT OF CHIEF RETURNING OFFICER.....	35
9.1.	APPOINTMENT OF CHIEF RETURNING OFFICER.....	35
9.2.	CHIEF RETURNING OFFICER TO RECEIVE VOTING FORMS	35
9.3.	CHIEF RETURNING OFFICER TO BE PRESENT AT WĀHI PŌTI	35
9.4.	ONLY ONE VOTE TO BE CAST	35
9.5.	RECORDING OF VOTES.....	35
10.	COUNTING OF VOTES.....	35
10.1.	ALL VOTES TO BE COUNTED	35
10.2.	CERTIFICATION AND NOTIFYING ELECTION RESULT	35
11.	RETENTION OF ELECTION RECORDS	35
11.1.	COMPILING AND SEALING VOTING RECORDS	35
11.2.	RETENTION AND DISPOSAL OF PACKETS.....	36
12.	REVIEW OF ELECTION RESULTS	36
12.1.	CANDIDATES MAY SEEK REVIEW	36
12.2.	APPOINTMENT OF ELECTORAL REVIEW OFFICER	36
12.3.	ELECTORAL REVIEW OFFICER TO CONDUCT REVIEWS.....	36
12.4.	FORM OF REQUEST FOR REVIEW.....	36
12.5.	SERVICE OF APPLICATION ON OTHER CANDIDATES	36
12.6.	COSTS.....	36
13.	CONDUCT OF REVIEW.....	36
13.1.	NOTIFICATION OF ELECTORAL REVIEW OFFICER	36
13.2.	ELECTORAL REVIEW OFFICER TO EXERCISE WIDE POWERS	36
13.3.	ELECTORAL REVIEW OFFICER TO BE GUIDED BY SUBSTANTIAL MERITS.....	37
13.4.	CERTIFICATION OF RESULT OF REVIEW.....	37
13.5.	DECISION TO BE FINAL	37
14.	TERMINATION OF OFFICE OF NGĀ KAITIAKI	37

14.1.	TERMINATION OF OFFICE OF NGĀ KAITIAKI	37
15.	RECORD OF CHANGES OF NGĀ KAITIAKI	37
15.1.	RECORD OF CHANGES OF NGĀ KAITIAKI	37

THIRD SCHEDULE

1.	NGĀ KAITIAKI TO REGULATE MEETINGS	39
2.	NOTICE OF MEETING	39
2.1.	NOTICE TO NGĀ KAITIAKI	39
2.2.	CONTENT OF NOTICE	39
2.3.	WAIVER OF NOTICE.....	39
2.4.	MEETING LIMITED TO NOTIFIED BUSINESS	39
2.5.	DEFICIENCY OF NOTICE.....	39
3.	QUORUM.....	39
4.	CHAIRPERSON AND DEPUTY CHAIRPERSON.....	39
4.1.	NGĀ KAITIAKI TO ELECT	39
4.2.	VOTING ON ELECTION	39
4.3.	TERMINATION OF OFFICE.....	39
5.	PROCEEDINGS AT MEETINGS	40
5.1.	DECISIONS BY MAJORITY VOTE	40
5.2.	CHAIRPERSON	40
5.3.	VACANCIES	40
5.4.	DEFECTS OF APPOINTMENT.....	40
5.5.	UNRULY MEETINGS.....	40
6.	DELEGATION BY NGĀ KAITIAKI.....	40
6.1.	NGĀ KAITIAKI MAY DELEGATE	40
6.2.	NGĀ KAITIAKI TO REMAIN RESPONSIBLE	40
6.3.	REGULATION OF PROCEDURE BY COMMITTEES	40
7.	RESOLUTIONS	41
8.	MINUTES.....	41
8.1.	MINUTES TO BE KEPT	41
8.2.	MINUTES TO BE EVIDENCE OF PROCEEDINGS.....	41
8.3.	MINUTES TO BE EVIDENCE OF PROPER CONDUCT.....	41
9.	TELECONFERENCE MEETINGS	41
10.	ATTENDANCES OF MEMBERS.....	41
10.1.	ATTENDANCE AT RŪNANGA MEETINGS	41
10.2.	PARTICIPATION AT RŪNANGA MEETINGS.....	42

FOURTH SCHEDULE

1.	THIS SCHEDULE TO APPLY	43
2.	VOTING ON SPECIAL RESOLUTIONS	43
3.	VOTING	43
3.1.	APPROVAL FOR A SPECIAL RESOLUTION	43
3.2.	SPECIFIC SPECIAL RESOLUTION	43

3.3.	ELIGIBILITY TO VOTE ON SPECIFIC SPECIAL RESOLUTIONS.....	43
4.	SPECIAL GENERAL MEETING REQUIRED	44
5.	NOTICE	44
5.1.	NOTICE OF SPECIAL GENERAL MEETING	44
5.2.	METHOD OF GIVING NOTICE.....	44
5.3.	CONTENT OF NOTICE TO MEMBERS.....	44
5.4.	CONTENT OF PUBLIC NOTICES	45
5.5.	OTHER DETAILS TO ACCOMPANY VOTE.....	45
6.	TIMING OF VOTING.....	45
6.1.	TIMING OF VOTES	45
6.2.	VOTES MAY BE RECEIVED AT THE SPECIAL GENERAL MEETING	45
7.	APPOINTMENT OF CHIEF RETURNING OFFICER.....	45
7.1.	APPOINTMENT OF CHIEF RETURNING OFFICER.....	45
7.2.	CHIEF RETURNING OFFICER TO RECEIVE VOTING FORMS	45
7.3.	CHIEF RETURNING OFFICER TO BE PRESENT AT SPECIAL GENERAL MEETING.....	45
7.4.	ONLY ONE VOTE TO BE CAST	46
7.5.	RECORDING OF VOTES.....	46
8.	COUNTING OF VOTES.....	46
8.1.	ALL VOTES TO BE COUNTED	46
8.2.	CERTIFICATION AND NOTIFYING RESULT	46
9.	PROCEEDINGS AT SPECIAL GENERAL MEETING	46

TE RŪNANGA O NGĀTI MUTUNGA CHARTER

Executed as a deed on the 14th day of September 2006

TE MANAWA O NGĀTI MUTUNGA

1. **The primary purpose of Te Rūnanga o Ngāti Mutunga (Rūnanga):** To purposely support the wellbeing of the iwi and in all its undertakings consider and embrace the contemporary application of tikanga Māori and the principle values of collective ownership, responsibility and accountability.
2. Rūnanga in all its undertakings will practice the mana enhancing tikanga of:
 - i. **Kaitiakitanga** – Choosing service over self-interest:
Stewardship of Ngāti Mutunga business and community development pursuits. To be interested in the outcomes of the collective, without acting to define purpose for others, control of others or take care of others.
 - ii. **Whanaungatanga** – Inviting connections:
Valuing the opportunity for contribution and inclusion of Ngāti Mutunga members in the planning, implementation and evaluation of Rūnanga projects and initiatives. Promoting wellbeing and success through the creation of a strong foundation for respectful behaviour and honouring of relationships.
 - iii. **Tuakana Teina** – Growing on our own:
For future sustainability, capacity and capability the Rūnanga will actively pursue intergenerational inclusion across varying levels of Rūnanga operations.
 - iv. **Ahi-kā** – Recognise the roles and responsibilities to maintain the 'home fires' of Ngāti Mutunga and continually work towards the re-orientation of Ngāti Mutunga members back to their tribal lands.
 - v. **Manawa Auaha** – Engaging the creative spirit:
Become creators of our own destiny by exploring Ngāti Mutunga innovation, utilising the vast talents, knowledge and gifts present within Ngā Uri o Ngāti Mutunga.
 - vi. **He Tupuna He Mokopuna** – Celebrating our survival:
Continually striving to maintain, protect and develop the past, present and future manifestations of Ngāti Mutunga culture.
 - vii. **Mana ki te Mana** – Develop strategic relationships with Māori and Non-Māori institutions and agents who acknowledge the unique mana whenua status and authority of Ngāti Mutunga.
 - viii. **Maramatanga** – Through discussion comes understanding:
Where productive and safe, consistent communication and full access to information will be the rule, to ensure that a clear and collective understanding can be achieved to better inform collective decision making.

HE WHAKAMARAMA

- A. On 14 December 2004 Ngāti Mutunga initialled a Deed of Settlement with the Crown to settle Ngāti Mutunga's historical Treaty of Waitangi claims.

- B. Under clause 3.4 of the Deed of Settlement Ngāti Mutunga was required to establish and have ratified a “Governance Entity” to receive the settlement redress from the Crown.
- C. In June and July of 2004 Ngāti Mutunga conducted a postal ballot amongst the adult members of Ngāti Mutunga to ratify the Ngāti Mutunga Charter and the establishment of a trust through that Charter to be called Te Rūnanga o Ngāti Mutunga. The intention was that Te Rūnanga o Ngāti Mutunga would become the “Governance Entity” to receive the settlement redress from the Crown and would replace the Ngāti Mutunga Iwi Authority Inc as the mandated representative of Ngāti Mutunga.
- D. The initial terms of the Ngāti Mutunga Charter and establishment of Te Rūnanga o Ngāti Mutunga was approved by a majority 94.94% of the valid votes cast as part of the postal ballot.
- E. This Charter was amended and ratified in 2006 to also enable Te Rūnanga o Ngāti Mutunga to act as the Mandated Iwi Organisation of Ngāti Mutunga for the purposes of the Māori Fisheries Act 2004 and to act as the Iwi Aquaculture Organisation for the purpose of the Māori Commercial Aquaculture Claims Settlement Act 2004.
- F. This Charter was reviewed by the Rūnanga in 2017. Amendments to the Charter were made with a Special Resolution approved by a majority of 100% of the valid votes cast as a special general meeting held on 30 July 2017.
- G. The Charter was reviewed by the Rūnanga and legal counsel to comply with updates required by the Māori Fisheries Amendment Act 2024 and the updated Māori Fisheries Act 2004. Amendments to the Charter were approved by Special Resolution at a special general meeting held on **[insert date of SGM]**.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Defined Terms:

In this Charter, unless the context otherwise requires:

“**Adult Members of Ngāti Mutunga**” means a Member of Ngāti Mutunga who is over 18 years of age;

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

“**AFL**” means Aotearoa Fisheries Limited, a limited liability company incorporated in New Zealand with the company number 1581332;

“**AFL Group**” has the meaning given to it in the Māori Fisheries Act;

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

“**Annual Plan**” means the annual plan to be prepared by (as applicable):

- (a) the Rūnanga which:
- (i) is prepared in accordance with *clause 9.1*; and
 - (ii) while the Rūnanga is a Mandated Iwi Organisation for the purposes of the Māori Fisheries Act 2004, complies with the requirements of that Act; and
- (b) each of the Companies and the Trust in accordance with *clause 11*;

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

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

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

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

“Business Day” means any day in which registered banks are open for business in Auckland, Wellington and Taranaki;

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

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

“Chief Returning Officer” means as the context requires:

- (a) the person appointed from time to time as chief returning officer for the purposes of Trustee elections in accordance with *rule 9* of the Second Schedule; or
- (b) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with *rule 7.1* of the Fourth Schedule;

“Commercial Activities” means any activity carried out in pursuit of the Rūnanga Purposes which has as its principal objective the maximising of financial or economic returns to the Ngāti Mutunga Group including the management and administration of all forestry lands and commercial redress properties acquired in the settlement of the Ngāti Mutunga Claims but excluding Fisheries Settlement Assets;

“Commercial Asset Holding Companies” means companies or other entities (other than the Fisheries Asset Holding Company and any Fishing Enterprise) which the Rūnanga may establish as wholly owned Subsidiaries of the Rūnanga in accordance with *clause 6* to undertake the Commercial Activities and any Subsidiary of those companies or other entities;

“Community Development Activities” means any activity carried out in pursuit of the Rūnanga Purposes which has as its principal objective the cultural and social development of Ngāti Mutunga, including:

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

“Companies” means the Fisheries Asset Holding Company, the Commercial Asset Holding Companies and any other entities (whether or not incorporated as a company) that the Rūnanga may establish to undertake the Commercial Activities;

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

“Deed of Settlement” means the deed dated 31 July 2005 between representatives of Ngāti

Mutunga and the Crown recording the settlement of the Ngāti Mutunga Claims;

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

“Electoral Review Officer” means the person appointed to act as electoral review officer in accordance with *rule 12.2* of the Second Schedule;

“Fisheries Asset Holding Company” means:

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

“Fisheries Settlement Assets” means Ordinary Shares, Settlement Quota and Settlement Cash received from Te Ohu Kai Moana Trustee Limited;

“Fishing Enterprise” means:

- (a) a fishing operation established in accordance with *clause 6.12* to utilise Annual Catch Entitlement from the Settlement Quota; and
- (b) includes any Subsidiary of the Fishing Enterprise;

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

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

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

“Iwi Authority” means the Ngāti Mutunga Iwi Authority as previously constituted under the Incorporated Societies Act 1908 as an incorporated Society;

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

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of the Rūnanga Assets before the acquisition;
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of the Rūnanga Assets before disposition; or
- (c) a transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Rūnanga Assets before the transaction;
- (d) the disposition of, or an agreement to dispose of, whether contingent or not, Ordinary Shares or Settlement Quota by the Rūnanga to Te Ohu Kai Moana Trustee Limited or an entity within the AFL Group or another Mandated Iwi Organisation under the Māori Fisheries Act 2004; or
- (e) a transaction or series of transactions, or an agreement to transact, whether contingent or not, with a person not entitled to hold Ordinary Shares or Settlement Quota under the Māori Fisheries Act 2004, including an option, security, mortgage, or guarantee, that could result in:
 - (i) the sale of Ordinary Shares or Settlement Quota by the Rūnanga; or
 - (ii) Ngāti Mutunga or the Rūnanga being disentitled for a period of more than 5 years

to:

- (A) the income from the Ordinary Shares;
- (B) the income from the Annual Catch Entitlement arising from the Settlement Quota; or
- (C) the control or use of the Annual Catch Entitlement arising from the Settlement Quota,

but does not include:

- (f) any transaction entered into by a receiver appointed in accordance with an instrument creating a charge over all or substantially all of the Rūnanga Assets (whether the Assets are held by the Rūnanga or any other member of the Ngāti Mutunga Group);
- (g) any acquisition or disposition of Property by that member from or to any other Subsidiary; or
- (h) any acquisition or disposition of Property or Ordinary Shares or Settlement Quota by the Rūnanga from or to any company which is a Subsidiary; or
- (i) any exchange of Settlement Quota for Quota of the same market value that is carried out in accordance with the requirements of the Māori Fisheries Act 2004 and in compliance with any policy of the Rūnanga on quota exchanges that is notified in the Rūnanga Annual Plan;

Nothing in paragraph (c) of this definition applies by reason only of that member giving, or entering into an agreement to give, a charge secured over assets of the member the value of which is more than one half of the value of the Rūnanga Assets for the purpose of securing the repayment of money or the performance of an obligation.

For the purposes of this definition of the value of the Rūnanga Assets will be calculated based on the value of the assets of the Ngāti Mutunga Group;

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

“Member of Ngāti Mutunga” means a person who is referred to in the definition of Ngā Uri o Ngā Tūpuna o Ngāti Mutunga;

“Ngā Kaitiaki” means the trustees appointed from time to time in accordance with the Second Schedule to represent Ngāti Mutunga and to act as the trustees for the time being of the Rūnanga and **“Kaitiaki”** means any one of those persons;

“Ngā Uri o Ngā Tūpuna o Ngāti Mutunga” means every person who is descended from one or more Ngāti Mutunga Tupuna by:

- (i) birth; and/or
- (ii) legal adoption; and/or
- (iii) Māori customary adoption in accordance with Ngāti Mutunga tikanga

for the purposes of this definition “Māori customary adoption in accordance with Ngāti Mutunga tikanga” refers to the practice of bringing up “taurima”, or “whangai”, generally from within the kin group and generally also as a means of maintaining or entering kinship and familial bonds;

“Ngāti Mutunga”

- (a) means the iwi, or collective group, composed of Ngā Uri o Ngā Tūpuna o Ngāti Mutunga; and

- (b) includes:
- (i) the following historical hapū, which no longer form distinct communities within Ngāti Mutunga, namely, Kaitangata, Ngāti Aurutu, Ngāti Hinetuhi, Ngāti Kura, Ngāti Okiokinga, Ngāti Tupawhenua, Ngāti Uenuku and Te Kekerewai; and
 - (ii) any whānau, hapū or group of persons to the extent that that whānau, hapū or group includes persons referred to in the definition of Ngā Uri o Ngā Tūpuna o Ngāti Mutunga;

“Ngāti Mutunga Area of Interest” means the Area of Interest of Ngāti Mutunga as identified and defined in the Deed of Settlement;

“Ngāti Mutunga Claims” means Ngāti Mutunga’s historical claims against the Crown in respect of the Crown’s breaches of its obligations to Ngāti Mutunga under the Treaty of Waitangi;

“Ngāti Mutunga Group” means the Rūnanga, the Companies and the Trust including any Subsidiary;

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

“Ngāti Mutunga Tupuna” means a person who:

- (a) exercised Customary Rights by virtue of being descended from:
 - (i) Mutunga (son of Kahukura and Hinemoe), Hinetuhi and Hineweo; or
 - (ii) a recognised ancestor of any whānau, hapū or group referred to in the definition of Ngāti Mutunga; and
- (b) exercised those Customary Rights predominantly in relation to the Ngāti Mutunga Area of Interest;

For the purposes of this definition **“Customary Rights”** means rights according to Ngāti Mutungatanga, or Ngāti Mutunga tikanga, including:

- (a) rights to occupy land; and
- (b) rights in relation to the use of:
 - (i) land; and/or
 - (ii) natural or physical resources;

Ordinary Shares” has the meaning given to it by the Māori Fisheries Act 2004.

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

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

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

“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) while the Rūnanga is the Mandated Iwi Organisation for Ngāti Mutunga, complies with Kaupapa 4 of Schedule 7 of the Māori Fisheries Act 2004;

“**Related Person**” means a person specified in paragraphs (i) to (iv) of section CW(35)(5)(b) of the Income Tax Act 1994, the persons specified being:

- (a) a settlor or trustee of a trust by which the business is carried on;
- (b) a shareholder or director of a company by which the business is carried on;
- (c) a settlor or trustee of a trust that is a shareholder of the company by which a business is carried on; or
- (d) that person, where he or she and the settlor, trustee, shareholder or director already mentioned in this definition, are associated persons as defined in section OD7 of the Income Tax Act 2004;

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

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

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

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

“**Settlement Cash**” means the money allocated and transferred to the Rūnanga under the the Māori Fisheries Act 2004 by Te Ohu Kai Moana Trustee Limited;

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

“**Settlement Quota**” means the quota shares within the meaning of the Māori Fisheries Act 2004 that are allocated and transferred to the Fisheries Asset Holding Company on behalf of the Rūnanga by Te Ohu Kai Moana Trustee Limited;

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

“**Special Resolution of Ngā Kaitiaki**” means a resolution that has been passed with the approval of not less than 75% of Ngā Kaitiaki present at a duly convened meeting of the Rūnanga held in accordance with the rules in the Third Schedule;

“**Statements of Intent**” means the statements of intent which the Rūnanga is to procure the Companies and the Trust to prepare in accordance with *clause 11.1*;

“**Subsidiary**” means an entity (whether incorporated or not) that is:

- (a) wholly owned; or
- (b) controlled directly; or

(c) controlled indirectly

by the Rūnanga and includes the Companies and the Trust and any entity (whether incorporated or not) that is wholly owned, or directly or indirectly controlled by any of the Companies or the Trust;

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

“Trust” means the Ngāti Mutunga Community Development Charitable Trust established by the Rūnanga in accordance with *clause 6* to undertake Community Development Activities and any Subsidiary of that trust;

“Wāhi Pōti” means the ballot box or similar into which the Adult Registered Members of Ngāti Mutunga and/or the Adult Members of Ngāti Mutunga as the case may be, may under the supervision of the Chief Returning Officer cast their vote in person:

- (a) on the election of a Kaitiaki elected at an annual general meeting or (if applicable) a special general meeting; and
- (b) on a Special Resolution at a special general meeting

prior to the closing date and time for voting in accordance with (as applicable) the Second Schedule or the Fourth Schedule; and

“Whakapapa Committee” means the committee appointed in accordance with *rule 4* of the First Schedule.

1.2. Interpretation:

In this Charter, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other gender;
- (c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute are deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a clause, rule or a schedule is to a clause, rule or a schedule to this Charter;
- (f) the schedules to this Charter form part of this Charter;
- (g) headings appear as a matter of convenience only and do not affect the interpretation of this Charter;
- (h) references to a company are references to a company incorporated under the Companies Act 1993;
- (i) references to a constitution includes partnership agreements or any other applicable form of governance document for any entity within the Ngāti Mutunga Group and references to directors and trustees includes any person holding any equivalent governance role in any entity within the Ngāti Mutunga Group; and
- (j) the term “includes” or “including” (or any similar expression) is deemed to be followed by the words “without limitation”.

2. RECONSTITUTION, STATUS AND OBJECTS OF THE RŪNANGA

- 2.1. **Rūnanga established:**
Ngā Kaitiaki acknowledge that they hold the Rūnanga Assets upon the trusts and with the powers set out in this Charter. Ngā Kaitiaki further acknowledge that the trust hereby created will be known as Te Rūnanga o Ngāti Mutunga.
- 2.2. **Rūnanga representative:**
The Rūnanga will be governed and administered by and in accordance with this Charter, and has succeeded the Iwi Authority. The Rūnanga will be the representative for Ngāti Mutunga as its governance entity.
- 2.3. **Powers of Rūnanga:**
Ngā Kaitiaki, on behalf of the Rūnanga, will be capable of holding real and personal property, of suing and being sued, and will have all of the rights, powers and privileges of a natural person with the intention that they will, in their capacity as Ngā Kaitiaki, have the fullest powers necessary to do all such things that they consider necessary in their sole discretion to perform or otherwise carry out the Rūnanga Purposes.
- 2.4. **Objects and purposes of the Rūnanga:**
The purposes for which the Rūnanga is established are to receive, manage and administer the Rūnanga Assets on behalf of and for the benefit of the present and future Members of Ngāti Mutunga in accordance with this Charter including:
- (a) the promotion amongst Ngāti Mutunga of the educational, spiritual, economic, environmental, social and cultural advancement or well-being of Ngāti Mutunga and its whānau;
 - (b) providing for the physical and administrative resources required for the maintenance and establishment of places of cultural or spiritual significance to Ngāti Mutunga;
 - (c) the promotion amongst Ngāti Mutunga of mental health and well-being of the aged or those suffering from mental or physical sickness or disability;
 - (d) to act as the Mandated Iwi Organisation and the Iwi Aquaculture Organisation for Ngāti Mutunga; and
 - (e) any other purpose that is considered by the Rūnanga from time to time to be beneficial to Ngāti Mutunga.
- 2.5. **Restriction on Major Transactions:**
Notwithstanding *clause 2.3*, the Rūnanga and any entity which is a member of the Ngāti Mutunga Group must not enter into a Major Transaction unless that Major Transaction:
- (a) is approved by way of Special Resolution in accordance with the Fourth Schedule; or
 - (b) is contingent upon approval by way of Special Resolution.
- 2.6. **Rights of Members of Ngāti Mutunga**
Subject to the terms of this Charter:
- (a) members of Ngāti Mutunga will have the right to, among other things:
 - (i) receive reports and information from the Rūnanga;
 - (ii) attend annual general meetings and special general meetings, in accordance with *clause 14*;
 - (iii) attend meetings of the Rūnanga, in accordance with *rule 10* of the Third Schedule; and
 - (b) Adult Members of Ngāti Mutunga will have the right to, amongst other things:

- (i) put forward proposals for amendments to the Charter for the consideration by the Rūnanga, in accordance with *clause 26.5*;
- (ii) inspect the Ngāti Mutunga Register, in accordance with *rule 2.3* of the First Schedule;
- (iii) at intervals not exceeding three years, participate in the election of one or more Kaitiaki, in accordance with the Second Schedule;
- (iv) subject to he or she being eligible under *rule 2* of the Second Schedule, be nominated for election and hold office as a Kaitiaki;
- (v) vote on resolutions at annual general meetings and special general meetings (including Special Resolutions in accordance with the Fourth Schedule);
- (vi) receive any notice relating to any general meeting in accordance with *clause 14.3* and any special general meeting to consider any Special Resolution, in accordance with *rule 5* of the Fourth Schedule; and
- (vii) vote on any other matter specified in this Charter.

3. APPOINTMENT, POWERS AND MEETINGS OF NGĀ KAITIAKI

3.1. Appointment in accordance with Second Schedule:

Ngā Kaitiaki from time to time of the Rūnanga will be appointed to office in accordance with the rules set out in the Second Schedule.

3.2. Ngā Kaitiaki to control Rūnanga affairs:

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

3.3. Proceedings of Ngā Kaitiaki:

Except as otherwise provided in this Charter the proceedings and other affairs of Ngā Kaitiaki will be conducted in accordance with the rules set out in the Third Schedule.

4. POWER TO APPOINT KĀHUI KAUMATUA

4.1. Appointment of Kāhui Kaumatua:

The Rūnanga may appoint from time to time a Kāhui Kaumatua on such terms of appointment, and subject to such rules, regulations, meeting procedures and processes, as may be prescribed by the Rūnanga from time to time. The Rūnanga will when making appointments, take into consideration the desirability of the Kāhui Kaumatua being broadly representative of Ngāti Mutunga.

4.2. Role of Kāhui Kaumatua:

The Kāhui Kaumatua will, on request from the Rūnanga, be responsible for advising the Rūnanga on matters relating to the tikanga, reo, kawa, korero and whakapapa of Ngāti Mutunga provided that nothing in this Charter will be deemed or construed so as to make the seeking or following of advice obtained from the Kāhui Kaumatua binding upon the Rūnanga.

4.3. Ngā Kaitiaki not to be Kāhui Kaumatua:

For the avoidance of doubt, a Kaitiaki may not contemporaneously with his or her holding office as Kaitiaki be appointed to or remain part of the Kāhui Kaumatua.

5. POUWHAKAHAERE AND OTHER EMPLOYEES

5.1. Rūnanga to appoint Pouwhakahaere:

The Rūnanga will appoint a Pouwhakahaere to manage the day to day administration of the Rūnanga including without limitation the implementation of the planning, reporting and monitoring obligations of the Rūnanga under this Charter.

5.2. **Delegations to Pouwhakahaere:**
The Pouwhakahaere will be responsible for the employment of all other employees of the Rūnanga and will exercise such other powers and discretions as are delegated to him or her by the Rūnanga from time to time.

5.3. **Ngā Kaitiaki not to be employed:**
A Kaitiaki may not hold the position of Pouwhakahaere nor may a Kaitiaki be an employee of the Rūnanga.

6. RŪNANGA TO ESTABLISH COMPANIES AND TRUST

6.1. **Establishment of Companies and Trust:**
In receiving, controlling, and supervising the use of the Rūnanga Assets on behalf of Ngāti Mutunga, whether under the Deed of Settlement, the Settlement Act or otherwise, the Rūnanga will establish and oversee the operations of the Fisheries Asset Holding Company, the Trust and the Commercial Asset Holding Companies.

6.2. **Fisheries Asset Holding Company:**
The Fisheries Asset Holding Company is established to receive and hold on behalf of the Rūnanga, for so long as they are retained, all Fisheries Settlement Assets.

6.3. **Ownership and control of Companies:**
The Companies will be 100% owned and controlled by the Rūnanga.

6.4. **Control of Trust:**
The Rūnanga will have and retain the power to appoint and remove the trustees of the Trust.

6.5. **Commercial Asset Holding Companies:**
The Commercial Asset Holding Companies, once established, will manage those of the Rūnanga Assets (excluding Fisheries Settlement Assets) that are of a commercial nature on a prudent, commercial and profitable basis and in doing so will conduct or otherwise undertake all Commercial Activities of the Ngāti Mutunga Group on behalf of and solely for the benefit of the Rūnanga in the furtherance of the Rūnanga Purposes.

6.6. **Community Development Trust:**
The Rūnanga may transfer or allocate Rūnanga Assets to the Trust for it to use and administer for the charitable purposes of conducting or otherwise undertaking, on behalf of the Rūnanga, Community Development Activities of the Ngāti Mutunga Group on behalf of and for the benefit of Ngāti Mutunga in the furtherance of the Rūnanga Purposes.

6.7. **Rūnanga to monitor:**
In giving effect to the Rūnanga Purposes, the Rūnanga will be responsible for monitoring and otherwise overseeing the activities of the Companies and the Trust. The Rūnanga must not conduct or otherwise undertake Commercial Activities or, in competition with the Trust, Community Development Activities. The Rūnanga will also exercise its ownership or other rights and interests in the Companies and the Trust in such a way as to promote the performance by the Companies and the Trust of their respective objectives and purposes as set out in this Charter and their respective constitutions and trust deed.

6.8. **Assets held for Ngāti Mutunga:**
All assets held and income derived by another member of the Ngāti Mutunga Group, including without limitation the Companies and the Trust will be held and derived for and on behalf of the Rūnanga.

6.9. **Directors and trustees responsible for governance:**
For the avoidance of doubt, and except as expressly provided by this Charter, all the Companies, the Trust and other entities within the Ngāti Mutunga Group will be governed by their respective boards and the role of the Rūnanga in respect of those Companies, the Trust and other entities will be limited to the exercise of the rights conferred on the Rūnanga as shareholder, or (as applicable) appointer, and beneficiary of the relevant entity.

6.10. **Remuneration of directors and trustees:**

The Rūnanga will determine the remuneration payable to any:

- (a) director of the Companies;
- (b) trustee of the Trust; and
- (c) trustee or director (or equivalent) of any other member of the Ngāti Mutunga Group.

6.11. No influence in determining remuneration:

No director or trustee receiving any remuneration referred to in *clause 6.10* will take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor will a director or trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

6.12. Establishment of Fishing Enterprise

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

6.13. Strategic governance:

Notwithstanding any other provision in this *clause 6*, the Rūnanga must:

- (a) exercise strategic governance over the Companies, the Trust and any other entity within the Ngāti Mutunga Group; and
- (b) direct the exercise of the rights of a shareholder in AFL held by the Fisheries Asset Holding Company or any of its subsidiaries; and
- (c) exercise strategic governance over the process to examine and approve annual plans that set out:
 - (i) the key strategies for the use and development of:
 - (A) all the Rūnanga Assets including the Fisheries Settlement Assets; and
 - (B) the delivery of Community Development Activities;
 - (ii) the expected:
 - (A) financial return on the Fisheries Settlement Assets, the Rūnanga Assets; and
 - (B) the outcomes of Community Development Activities; and
 - (iii) any programme to:
 - (A) manage the sale of Annual Catch Entitlements derived from the Settlement Quota held by the Fisheries Asset Holding Company; and
 - (B) reorganise the Settlement Quota held by the Fisheries Asset Holding Company or its Subsidiaries, in the buying and selling or exchanging of Settlement Quota in accordance with the Māori Fisheries Act 2004,

but not in such a manner as will result in the Rūnanga or any of Ngā Kaitiaki being deemed to be a director of any company under the Companies Act 1993, and nor will this *clause 6.13* or any other provision of this Charter prevent the Rūnanga or any other member of the Ngāti Mutunga Group from entering into such arrangements with another company or trust as the Rūnanga considers necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in *clause 2.4*.

7. APPOINTMENT OF DIRECTORS AND TRUSTEES TO NGĀTI MUTUNGA GROUP ENTITIES

- 7.1. **Appointment and removal of directors and trustees:**
The directors of the Companies and the trustees of the Trust will be appointed and removed by the Rūnanga in accordance with each entity's constitution or trust deed.
- 7.2. **Directors of the Commercial Asset Holding Companies**
Unless otherwise determined by Ngā Kaitiaki, there will be not more than five or not less than three directors of any Commercial Asset Holding Company. A majority of the directors of any Commercial Asset Holding Company or Fisheries Asset Holding Company must be Members of Ngāti Mutunga, although such directors need not be Kaitiaki.
- 7.3. **Appointments with regard to skills and expertise:**
A person may only be appointed by the Rūnanga as a director of any of the Companies or a trustee of the Trust if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that the relevant Company or Trust undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.
- 7.4. **Timing of appointment of trustees of the Trust**
Unless otherwise provided for in the trust deed of the Trust, Ngā Kaitiaki will appoint the trustees for the Trust at the second meeting of the Runanga after the annual general meeting of the Runanga.
- 8. APPLICATION OF INCOME**
- 8.1. **Companies to remit funds to the Rūnanga:**
The Companies will in each Income Year remit to the Rūnanga so much of the surplus income derived by each Company on behalf of the Rūnanga as is agreed between each Company and the Rūnanga having regard to:
- (a) each Company's objectives and purposes set out in *clauses 6.2 and 6.5* and the desirability of retaining and reinvesting income to meet that objective and purpose;
 - (b) the projected operating requirements of each Company and its Subsidiaries as set out in their plans; and
 - (c) the responsibilities and duties of the directors of each Company to comply with the requirements of its constitution and the Companies Act 1993.
- 8.2. **Rūnanga to make payments to Community Development Trust:**
The Rūnanga will in each Income Year pay such portion of its income as it may determine to the Trust. The Trust must apply all such income received by it towards the fulfilment of its purposes as set out in its trust deed.
- 8.3. **Ngā Kaitiaki may apply income as they see fit:**
Except as required by *clause 8.2*, and subject to any other requirements in this Charter, the Rūnanga may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from the Companies) in any Income Year as the Rūnanga in its sole discretion thinks fit for or towards the Rūnanga Purposes.
- 8.4. **Payments out of income**
The Rūnanga may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Rūnanga in its discretion from time to time thinks fit, including:
- (a) as a reserve against losses and contingencies, and the Rūnanga may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or
 - (b) as a reserve to meet fluctuations of (b) income in future years and other contingencies.
- 8.5. **Matters to consider in applying income**
In making any decision as to the application of the income in any Income Year, the Rūnanga

will, in exercising its discretion:

- (a) determine how much of the income should cease to be income and be added to and form part of the capital of the Rūnanga Assets, provided that the Rūnanga may not in the Income Year convert the entire income of the Rūnanga into capital; and
- (b) endeavour to act fairly in considering the present and future needs and interests of all Members of Ngāti Mutunga.

8.6. Accumulation in six months where income not applied:

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

9. PLANS

9.1. Rūnanga to prepare Annual Plan:

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

- (a) the strategic vision of the Rūnanga for the Ngāti Mutunga Group;
- (b) the policy of the Rūnanga in respect of sales and exchanges of Settlement Quota and the acquisition of shares in AFL;
- (c) any changes in that policy set out in clause 9.1(b) from the policy for the previous year;
- (d) the nature and scope of the activities proposed by the Rūnanga for the Ngāti Mutunga Group in the performance of the Rūnanga Purposes;
- (e) the ratio of capital to total assets;
- (f) the performance targets and measurements by which performance of the Ngāti Mutunga Group may be judged;
- (g) the manner in which it is proposed that projected income will be dealt with;
- (h) any proposals for the ongoing management of the Rūnanga Assets having regard to the interests of all Members of Ngāti Mutunga; and
- (i) any proposal to change the constitutional documents of any Fisheries Asset Holding Company.

9.2. Rūnanga to prepare Five Year Plan:

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

10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR

10.1. Preparation of Annual Report:

The Rūnanga must, within four months after the end of each Income Year, cause to be prepared an Annual Report on the affairs of the Ngāti Mutunga Group covering the accounting period ending at the end of that Income Year which includes:

- (a) a comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngāti Mutunga Group for that Income Year. The financial statements must include as a

separate item details of any remuneration or fees paid to any Kaitiaki or the firm of any Kaitiaki (including without limitation any such payment to any Kaitiaki as a director of any of the Companies, as a trustee of the Trust or as a director or trustee of any other member of the Ngāti Mutunga Group) and details of any premiums paid in respect of trustees' and directors' indemnity insurance;

- (b) a report on the interactions of Te Rūnanga o Ngāti Mutunga Charter in fisheries matters with:
 - (i) other entities within the Ngāti Mutunga Group;
 - (ii) other Mandated Iwi Organisations;
 - (iii) Te Ohu Kaimoana Trustee Limited; and
 - (iv) AFL.

10.2. **Audit of financial statements:**

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

10.3. **Appointment of auditor:**

The auditor will be appointed by the Rūnanga prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor will also be fixed at that time. No Kaitiaki or employee of the Rūnanga (including any firm of which such a person is a member or employee) may be appointed as the auditor.

11. **COMPANIES AND TRUST PLANS AND REPORTS**

11.1. **Companies and the Trust to prepare plans and Statements of Intent:**

The Rūnanga will procure that each of the Companies and the Trust will:

- (a) prepare a Statement of Intent (which must be reviewed every two years) setting out its long term objectives and the general principles by which it will operate;
- (b) as required by the Rūnanga, update its Statement of Intent to take into account changes in circumstances that may arise from time to time, including changes to the nature of its business and the business of any of its Subsidiaries;
- (c) no later than two months before the commencement of each Income Year, prepare an Annual Plan setting out the steps to be taken in the relevant Income Year (which is consistent with the planning objectives of the Rūnanga) and fulfils the objectives and principles of the Statement of Intent; and
- (d) in addition to any normal reporting requirements, within two calendar months after the completion of the first, second and third quarter of each Income Year send to the Rūnanga reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Rūnanga may require from time to time).

11.2. **Rūnanga approval required:**

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

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

The Rūnanga will procure that all Annual Reports by the Companies comply in all respects with the requirements of the Companies Act 1993, including without limitation:

- (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the Company or any of its Subsidiaries, or the classes of business in which the Companies have an interest, whether as a shareholder of another company or otherwise;
- (b) the financial statements (or as appropriate group financial statements) for that Income Year being completed and signed in accordance with the requirements of the Companies Act 1993 and Financial Reporting Act 2013; and
- (c) the auditor's report of the financial statements (or group financial statements) of the Company for that Income Year

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

11.4. Trusts to meet Companies Act standard:

The Rūnanga will procure that all reports by the Trust be provided to no lesser standard, including as to form and content as is required under *clause 11.3*, than if the Trust was a company.

11.5. Report to include comparison against plans:

In addition to the matters set out in *clause 11.3*, the Rūnanga will procure that all reports by the Companies and the Trust include a comparison of their performance against both their respective Annual Plans for that Income Year and Statements of Intent.

11.6. Protection of sensitive information:

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

12. DISCLOSURE OF PLANS, REPORTS AND MINUTES**12.1. Documents to be available for inspection:**

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

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

12.2. Costs of copying

Any Member of Ngāti Mutunga will be entitled to obtain copies of the information listed in *clause 12.1*. However, the Rūnanga will also be entitled to recover at its discretion all reasonable copying or postage costs (if any).

13. NO DISCLOSURE OF SENSITIVE INFORMATION

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

14. GENERAL MEETINGS

14.1. Rūnanga to hold annual general meeting:

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

- (a) report on the operations of the Ngāti Mutunga Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan for the Rūnanga;
- (d) note the result of any election of Ngā Kaitiaki since the last annual general meeting;
- (e) approve the appointment of the auditor for the next Income Year;
- (f) approve the Ngā Kaitiaki remuneration;
- (g) present the annual report of each of the Companies and the Trust;
- (h) present any amendments that have been made to the constitution of each of the Commercial Asset Holding Companies and/or the trust deed of the Trust;
- (i) present any proposed amendments to the constitution of the Fisheries Asset Holding Company;
- (j) undertake all other notified business; and
- (k) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

14.2. Approval of remuneration for Ngā Kaitiaki

- (a) No remuneration will be paid to a Kaitiaki in his or her capacity as a Kaitiaki unless that remuneration has been authorised by a resolution of the Adult Registered Members of Ngāti Mutunga present at the annual general meeting. Each such resolution will express the remuneration to be paid to Ngā Kaitiaki as a monetary sum per annum payable either to all Ngā Kaitiaki taken together or to any person who from time to time holds office as a Kaitiaki. This clause does not apply to any remuneration paid to any Kaitiaki in his or her capacity as a director of any of the Companies, a trustee of the Trust, or a director or trustee of any other member of the Ngāti Mutunga Group and that remuneration will be determined by the Rūnanga in accordance with *clauses 6.10 and 6.11*.
- (b) Unless otherwise determined by a suitably qualified independent expert appointed by the Rūnanga, each Kaitiaki will receive an equal share of any remuneration for Ngā Kaitiaki authorised in accordance with *clause 14.2(a)*.

14.3. Notice of general meeting:

The Rūnanga must give not less than 21 days' notice of the holding of the annual general meeting, such notice to be by Private Notice to each member of Ngāti Mutunga shown on the Ngāti Mutunga Register as entitled to vote at the election of Ngā Kaitiaki (being an Adult Registered Member of Ngāti Mutunga who is recorded on the Ngāti Mutunga Register) and to any other Member of Ngāti Mutunga over the age of 18 years who has made a written request for a Private Notice and Public Notice.

All such notices must contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting;
- (c) details of where any relevant explanatory documents may be viewed or obtained; and
- (d) any other information specified by or under the Māori Fisheries Act 2004.

14.4. Notice of special general meetings:

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

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

Notice of such a meeting must be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting will be required to provide a statement to the Rūnanga setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Rūnanga will not be required to give notice calling the meeting until such a statement with agenda items has been received. For the avoidance of doubt, where a special general meeting is called for the purpose of voting on a Special Resolution then that special general meeting must be called in accordance with the notice requirements set out in the Fourth Schedule.

14.5. Annual general meeting not limited to notified business:

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

14.6. Special general meeting limited to notified business:

No business may be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.

14.7. Invalidation

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

14.8. Deficiency of notice

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

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

14.9. Quorum:

The quorum required for any annual general meeting or special general meeting of the Rūnanga will be 30 Adult Registered Members of Ngāti Mutunga present in person.

14.10. Chairing of meetings:

The Chairperson for the time being of the Rūnanga will be the chairperson of any annual general meeting or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson will be the chair. If the Deputy Chairperson is also not present, then the Ngā Kaitiaki present will elect one of their number to substitute as the chairperson for that

meeting. If within one hour of the time appointed for an annual general meeting or special general meeting there are no Ngā Kaitiaki present, then the meeting must be adjourned (in the same manner as if there was no quorum present) in accordance with *clause 14.12*.

14.11. Voting:

To the extent that a vote is sought or required at any annual general meeting or special general meeting, every Adult Registered Member of Ngāti Mutunga present will have one vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote. However, except as provided in *clauses 2.5, 14.1(f), 14.2, 26.1, 27, 31.1* and 32 and in the Fourth Schedule the Rūnanga will not be bound by a resolution passed at any annual general meeting or special general meeting, but will only be required to give consideration to any such resolution in administering the Rūnanga Assets and carrying out the Rūnanga Purposes.

14.12. Adjourned meetings:

If within one hour of the time appointed for an annual general meeting or special general meeting, a quorum is not present, the meeting will stand adjourned to be re-convened seven days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Registered Members of Ngāti Mutunga present will constitute a quorum.

14.13. Unruly meetings:

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

14.14. Minutes:

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

14.15. Minutes to be evidence of proceedings:

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

14.16. Minutes to be evidence of proper conduct:

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

14.17. Request for information:

Where the Rūnanga is also the Mandated Iwi Organisation for Ngāti Mutunga, any Member of Ngāti Mutunga may request in writing the Annual Plan of the Rūnanga, Annual Report, and the information and documents referred to in *clause 14.1(g)*.

15. DISCLOSURE OF INTERESTS

15.1. Definition of interested Kaitiaki:

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

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is a Subsidiary;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a

material financial benefit from, the matter; or

(e) is otherwise directly or indirectly interested in the matter.

15.2. Disclosure of interest to other Kaitiaki:

A Kaitiaki must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Rūnanga, disclose to the other Ngā Kaitiaki at a meeting of the Rūnanga:

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

15.3. Recording of interest:

A disclosure of interest by a Kaitiaki must be recorded in the minute book of the Rūnanga.

16. DEALINGS WITH “INTERESTED” KAITIAKI

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

17. PROHIBITION OF BENEFIT OR ADVANTAGE

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

18. DISCLOSURE OF KAITIAKI REMUNERATION ETC

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

19. ADVICE TO NGĀ KAITIAKI

19.1. Rūnanga may rely on advice:

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

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

19.2. Rūnanga may obtain barrister's opinion:

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

20. LIABILITY OF KAITIAKI

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

21. INDEMNITY AND INSURANCE

21.1. Indemnity and insurance for trustees:

Any Kaitiaki, officer or employee of the Rūnanga or any member of the Ngāti Mutunga Group may be indemnified or have their insurance costs met out of the Rūnanga Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Rūnanga or any member of the Ngāti Mutunga Group, where those proceedings do not arise out of any failure by the Kaitiaki, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Rūnanga or any member of the Ngāti Mutunga Group with the object of fulfilling the Rūnanga Purposes.

21.2. Indemnity and insurance costs to be just and equitable:

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

21.3. Indemnity and insurance re specific trusts:

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

21.4. Record of decisions:

All decisions made under this *clause 21* to give or approve indemnities or meet or approve any insurance costs must be recorded in the minutes of the meeting at which such a decision was made together with the reasons why, such indemnities or insurance costs were thought by them to be just and equitable.

22. NGĀTI MUTUNGA NOT TO BE BROUGHT INTO DISREPUTE

22.1. Ngā Kaitiaki not to bring into disrepute:

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

22.2. Directors and trustees not to bring into disrepute:

The Rūnanga will also require that any directors or trustees appointed by or at the direction of the Rūnanga to any of the Companies, the Trust or any Subsidiary do not act in a manner which brings or is likely to bring the Rūnanga or any member of the Ngāti Mutunga Group into disrepute.

22.3. Censure or removal from office:

Any Kaitiaki (or any director of any of the Companies or trustee of the Trust) who acts in a manner that brings or is likely to bring into disrepute the Rūnanga or any member of the Ngāti Mutunga Group may, by a resolution passed by a majority of not less than 75% of the other Ngā Kaitiaki, be formally censured or removed from office by the Rūnanga.

22.4. Procedure where allegation made of bringing into disrepute

If an allegation is made to the Rūnanga that a Kaitiaki (or any director of any of the Companies or trustee of the Trust) has acted in a manner which brings or is likely to bring the Rūnanga or any Member of the Ngāti Mutunga Group into disrepute, the Rūnanga must implement the following procedure:

- (a) a written notice of the allegation must be served by the Rūnanga on the Kaitiaki, director or trustee;
- (b) the Kaitiaki, director or trustee will have 20 Business Days to respond to the allegation and the response must be in writing and delivered to the Rūnanga;

- (c) if no response is received, the Rūnanga may exercise the rights of censure or removal in *clause 22.3*;
- (d) if the Rūnanga is not satisfied with the response received from the Kaitiaki, trustee or director and wishes to consider exercising the rights of censure or removal in *clause 22.3*, it must first take reasonable steps to resolve the matter with the Kaitiaki, trustee or director concerned by mediation or other alternative dispute resolution procedure acceptable to the Rūnanga and the Kaitiaki, director or trustee concerned (both acting reasonably); and
- (e) if the mediation or alternative dispute resolution procedure has not resolved the matter to the satisfaction of the Rūnanga and the Kaitiaki, trustee or director concerned within 40 Business Days of the notice of the allegation being given to the Kaitiaki, trustee or director, the Rūnanga may exercise the rights of censure or removal in *clause 22.3*.

22.5. Censure or removal to be notified:

The censure or removal of a Kaitiaki in accordance with this *clause 22* must, together with reasons, be reported to the Members of Ngāti Mutunga at the next annual general meeting of the Rūnanga following that censure or removal.

22.6. Effect of removal:

A Kaitiaki removed from office in accordance with *clause 22.3* will cease to hold office as a Kaitiaki forthwith and will not be entitled to be re-elected as a Kaitiaki for a period of not less than three years following his or her removal.

22.7. Replacement of Kaitiaki:

The removal of a Kaitiaki in accordance with *clause 22.3* will give rise to a casual vacancy which will be filled in accordance with *rule 3.5* of the Second Schedule.

23. GIFTS OR DONATIONS

23.1. Rūnanga may accept specific trusts:

Notwithstanding any other provisions in this Charter, the Rūnanga may accept or otherwise deal with any Property upon trust for the purposes of the Rūnanga or for any specific purpose that comes within the Rūnanga Purposes. Such a trust may include any trust for the benefit of the Members of Ngāti Mutunga or any of them. Any Property held by the Rūnanga in accordance with this clause must be dealt with in accordance with the terms of the trust and will not constitute part of the Rūnanga Assets.

23.2. Specific trusts to be separate:

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

23.3. Use of specific trust assets:

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

23.4. Expenses of specific trusts:

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

24. RECEIPTS FOR PAYMENTS

- 24.1** The receipt of the Rūnanga signed by any person or persons authorised to give receipts on behalf of the Rūnanga, will be a sufficient confirmation from the Rūnanga that it has received Property in accordance with *clause 23.1*.

25. CUSTODIAN TRUSTEE

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

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

26. AMENDMENTS TO CHARTER

26.1. Special Resolution required:

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

26.2. Limitations on amendment:

No amendment may be made to the Charter which:

- (a) changes the Rūnanga Purposes so that the Rūnanga is no longer required to act for the collective benefit of the present and future Members of Ngāti Mutunga;
- (b) changes this *clause 26.2*;
- (c) changes *clause 27*;
- (d) changes the requirement for a Special Resolution (as defined from time to time) in *clause 26.1*; or
- (e) is inconsistent with the Māori Fisheries Act 2004.

Provided that no amendment may be made earlier than two years after the date on which the Rūnanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngāti Mutunga if the amendment relates to any matter provided for by or under the Māori Fisheries Act 2004 unless the amendment is required as a consequence of a rule made or amended under section 25 of the Māori Fisheries Act 2004.

26.3. **Amendment for collective benefit of Members of Ngāti Mutunga**

To the extent a proposed amendment to this Charter relates to a matter provided for, by or under the Māori Fisheries Act 2004, such amendment will only be valid if Ngāti Mutunga resolves at a general meeting of the Rūnanga that such amendment is for the collective benefit of all Members of Ngāti Mutunga.

26.4. **Amendment to make Rūnanga a charity:**

Notwithstanding any other provision in this Charter to the contrary, this Charter may be amended, and the benefits conferred hereunder altered, in order for the Rūnanga to become a charity and to qualify for any tax exemptions available from time to time for charitable entities under the provisions of the Income Tax Act 2004, provided that any such amendment:

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

26.5. **Consideration of proposals:**

Every Adult Member of Ngāti Mutunga may put forward for consideration by the Rūnanga proposals for amendments to the Charter. Any proposal put forward under this *clause 26.5* must be in writing and addressed to the Chairperson at the registered office of the Rūnanga. Any proposal put forward under this *clause 5* must be considered by the Rūnanga at their next available meeting.

26.6. **Proposals to be discarded:**

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

27. **TERMINATION OF TRUST**

27.1 Subject to *clause 26.2*:

- (a) the trust established by this Charter may only be terminated or dissolved if the Adult Registered Members of Ngāti Mutunga have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Rūnanga Purposes; and
- (b) on the termination or dissolution of this trust, the Rūnanga Assets, after the payment of costs, debts and liabilities, must be paid to another trust or entity that has been established for the benefit of the present and future Members of Ngāti Mutunga.

28. **PERPETUITIES**

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

29. **ARCHIVING OF RECORDS**

29.1. **Records to be held for seven years:**

All minutes and other records of any proceedings of each entity in the Ngāti Mutunga Group must be held by the Rūnanga and the relevant entity for a period of seven years.

29.2. **Records to be archived:**

At the expiry of seven years the Rūnanga will archive the records referred to in *clause 29.1*.

29.3. **Records may be retained for longer:**

Notwithstanding *clauses 29.1 and 29.2* the Rūnanga and any of the other entities within the

Ngāti Mutunga Group may hold onto any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Rūnanga or relevant entity to which the information relates.

30. DISPUTE RESOLUTION

30.1. Disputes relating to membership:

Where a dispute arises in relation to a decision by the Rūnanga under *rule 3* of the First Schedule to decline an application for registration as a Registered Member of Ngāti Mutunga, Ngā Kaitiaki must:

- (a) refer the matter for recommendation to the Whakapapa Committee;
- (b) consider the recommendation from the Whakapapa Committee; and
- (c) notify (in writing) the person who raised the dispute of the Rūnanga's decision and the principal reason for that decision within 40 Business Days of the Rūnanga receiving notice of the dispute.

30.2. Notice of dispute:

All disputes referred to in *clause 30.1*:

- (a) must be in writing to the Rūnanga and the Rūnanga must acknowledge receipt in writing within 10 Business Days of receipt of the notice;
- (b) must set out the grounds the submitter relies upon with sufficient particularity to enable the Whakapapa Committee to ascertain precisely the basis upon which the dispute has arisen; and
- (c) must be accompanied by evidence to substantiate the grounds relied upon by the submitter.

30.3. Dispute of decision:

If a person who provides notice in writing of a dispute referred to in *clause 30.1*, disputes the outcome provided under *clause 30.1(c)*, that person may exercise their rights under Part 5 of the Māori Fisheries Act 2004.

30.4. Disputes relating to Māori Fisheries Act 2004:

Part 5 of the Māori Fisheries Act 2004 will apply in relation to disputes under the Māori Fisheries Act 2004 while the Rūnanga is the Mandated Iwi Organisation.

31. DISPOSAL OF ORDINARY SHARES AND SETTLEMENT QUOTA

31.1. Disposal of Ordinary Shares and Settlement Quota:

Any proposal in relation to the disposal of Ordinary Shares under section 69 of the Māori Fisheries Act 2004 or in relation to the disposal of Settlement Quota under Part 4 of the Māori Fisheries Act 2004 may only proceed if a Special Resolution has been passed in accordance with the Fourth Schedule.

31.2. Transfers between entities:

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

32. RECOGNITION OF NEW MANDATED IWI ORGANISATION

32.1 Any proposal in relation to recognising a new Mandated Iwi Organisation in place of the Rūnanga under sections 18A to 18G of the Māori Fisheries Act 2004 may only proceed if a Special Resolution has been passed in accordance with the Fourth Schedule.

33. METHOD OF CONTRACTING

33.1. **Deeds**

A deed that is to be entered into by the Rūnanga may be signed on behalf of the Rūnanga by two or more Ngā Kaitiaki (one of whom must be the Chairperson or Deputy Chairperson) who have been authorised by a resolution of the Rūnanga and whose signature must be witnessed.

33.2. **Other written contracts**

An obligation or contract that is required by law to be in writing, and any other written obligation or contract that is to be entered into by the Rūnanga, may be signed on behalf of the Rūnanga by a person acting under the express authority of the Rūnanga.

33.3. **Other obligations**

Any other obligation or contract may be entered into on behalf of the Rūnanga in writing or orally by a person acting under the express or implied authority of the Rūnanga.

**FIRST SCHEDULE
MEMBERSHIP OF NGĀTI MUTUNGA AND NGĀTI MUTUNGA REGISTER**

1. RŪNANGA TO KEEP REGISTER

1.1. Rūnanga to maintain register:

The Rūnanga will administer and maintain the Ngāti Mutunga Register which is a register of the Members of Ngāti Mutunga.

1.2. Register to comply with this Schedule:

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

2. CONTENTS OF REGISTER

2.1. Register to contain members' details:

The Ngāti Mutunga Register will contain a record of the full names, dates of birth and postal and email addresses of the Members of Ngāti Mutunga.

2.2. Beneficiary registration numbers:

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

2.3. Access to register:

Subject to the Privacy Act 2020, Members of Ngāti Mutunga who are registered on the Ngāti Mutunga Register will also have access to their own personal information which is recorded on the Ngāti Mutunga Register.

3. APPLICATIONS FOR REGISTRATION

3.1. Form of applications:

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

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

3.2. Entitlement to make applications:

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

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

3.3. Compliance with Charter:

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

4. DECISIONS AS TO MEMBERSHIP

4.1. Whakapapa Committee to be established:

The Rūnanga will establish the Whakapapa Committee to make decisions on all applications made under *rule 3.1* of this Schedule by any person for the recording in the Ngāti Mutunga Register of that person's membership of Ngāti Mutunga.

4.2. Composition of Whakapapa Committee:

The Whakapapa Committee will comprise five members of Ngāti Mutunga, appointed by the Rūnanga from time to time (with a biennial review), with the expertise and knowledge of Ngāti Mutunga whakapapa necessary to make determinations regarding membership applications. Ngā Kaitiaki with the required expertise and knowledge of Ngāti Mutunga whakapapa may be appointed to the Whakapapa Committee.

4.3. Consideration of applications:

All applications for membership under *rule 3.1* of this Schedule together with any supporting evidence must be forwarded by the Rūnanga to the Whakapapa Committee.

4.4. Decisions to be made on applications:

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

4.5. Successful applications to be notified and registered:

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

4.6. Notification of unsuccessful applicants:

In the event that the Whakapapa Committee decides to decline the application (whether as to the status of the applicant as a Member of Ngāti Mutunga) then such decision must be conveyed in writing to the Rūnanga together with the reasons for the decision. The Rūnanga must then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7. Unsuccessful applicant may reapply:

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

5. MAINTENANCE OF REGISTER

5.1. Rūnanga to establish policies:

The Rūnanga will take such steps and institute such policies as are necessary to ensure that the Ngāti Mutunga Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngāti Mutunga, including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of Ngāti Mutunga are removed from the active Ngāti Mutunga Register.

5.2. Assistance in identifying membership:

In maintaining the Ngāti Mutunga Register, the Rūnanga will include in its policies ways for assisting in the identification and registration of those Members of Ngāti Mutunga that are

currently not registered on the Ngāti Mutunga Register. Such policies will include the nature of the assistance that the Rūnanga will provide to those persons that believe that they are Members of Ngāti Mutunga but for whatever reason are not able to establish such membership.

5.3. Responsibility of Members of Ngāti Mutunga:

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

5.4. Consequences of registration:

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

6. INITIAL NGĀTI MUTUNGA REGISTER

6.1. Information from Iwi Authority register:

The Rūnanga must include on the Ngāti Mutunga Register the full names, dates of birth and postal addresses of every Member of Ngāti Mutunga whose name and other details are, immediately before the Settlement Date, on the register prepared by the Iwi Authority.

7. PRIVATE NOTICE

7.1. Requests for Private Notice:

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

- (a) the election of Ngā Kaitiaki;
- (b) any amendment to this Charter;
- (c) approval of a Major Transaction;
- (d) termination of the Rūnanga;
- (e) the disposal of Ordinary Shares or Settlement Quota;
- (f) the conversion of Quota into Settlement Quota; or
- (g) the recognition of a new Mandated Iwi Organisation in place of the Rūnanga.

SECOND SCHEDULE ELECTIONS OF NGĀ KAITIAKI

1. PROCEDURE

1.1. This Schedule to apply:

Ngā Kaitiaki will be appointed in accordance with the rules and procedures set out in this Schedule.

2. ELIGIBILITY FOR APPOINTMENT

2.1. Ngā Kaitiaki to be registered:

To be appointed to the office of Kaitiaki, any nominee for election (as at the closing date for nominations) must be recorded in the Ngāti Mutunga Register as an Adult Registered Member of Ngāti Mutunga.

2.2. Disqualification from being elected

A nominee for the office of Kaitiaki is disqualified from being elected if that person:

- (a) is or has been disqualified from being appointed or holding office as a company director under the Companies Act 1955 or the Companies Act 1993 or an officer of a charity under the Charities Act 2005;
- (b) is bankrupt, or has within five years been adjudged bankrupt;
- (c) has ever been convicted of:
 - (i) an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961; or
 - (ii) an offence referred to under section 373(4) of the Companies Act 1993,
 unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004;
- (d) is or ever has been removed as a trustee of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- (e) is physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Kaitiaki;
- (f) is subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;
- (g) has been convicted in the last 10 years of an offence punishable by more than three years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- (h) has been removed from the office of Kaitiaki under *clause 22.3* within the past three years; and
- (i) has done anything or been associated with any group where that action or association may bring the Rūnanga into disrepute (any allegation that a nominee is disqualified under this *rule 2.2(i)* must be dealt with in accordance with *clause 22* as if the nominee was a Kaitiaki).

2.3. Ngā Kaitiaki not to be Rūnanga employees:

A Kaitiaki may not hold the position of Pouwhakahaere nor may a Kaitiaki be employed as an employee of the Rūnanga.

2.4. **Kaitiaki may be directors:**
Nothing in *rule 2.2* of this Schedule or elsewhere prevents a Kaitiaki from holding office as a director or trustee of any member of the Ngāti Mutunga Group, including where the Rūnanga is a Mandated Iwi Organisation for the purposes of the Māori Fisheries Act 2004.

2.5. **Number of Ngā Kaitiaki to be limited:**
There must be not more than seven and not less than three Ngā Kaitiaki.

3. TERM OF OFFICE

3.1. Term of office and sequence of appointment of Ngā Kaitiaki

Subject to *rules 3.2, 3.4, 3.5, and 3.6* of this Schedule:

- (a) Ngā Kaitiaki will each hold office for a term of three years; and
- (b) the sequence of appointment of Ngā Kaitiaki will be three Ngā Kaitiaki appointed together and (if there is a total of seven Ngā Kaitiaki holding office) four Ngā Kaitiaki appointed together (or, if there are to be less than seven Ngā Kaitiaki holding office, the other Kaitiaki who were not appointed in the group of three).

3.2. Ending of term of Kaitiaki:

Each Kaitiaki will hold office until the Chief Returning Officer certifies the result of the election of the Rūnanga in the third Income Year following his or her appointment and communicates the result of that election to the Rūnanga.

3.3. Eligibility of Ngā Kaitiaki for re-election:

Ngā Kaitiaki who cease to hold office will be eligible for reappointment.

3.4. Ngā Kaitiaki power to alter term

If for any reason, the sequence of appointment of Ngā Kaitiaki as becomes misaligned from the sequence set out in *rule 3.1* of this Schedule, upon this misalignment coming to the attention of the Chairperson, the Chairperson will promptly notify the other Ngā Kaitiaki of the misalignment and, at the next meeting of Ngā Kaitiaki after that notification, require that Ngā Kaitiaki correct that misalignment by:

- (a) agreeing as to who amongst them will retire early in order to restore the correct sequence of appointment of Ngā Kaitiaki; or
- (b) if Ngā Kaitiaki cannot agree, Ngā Kaitiaki must draw lots to determine who amongst them will retire early in order to restore the correct sequence of appointment of Ngā Kaitiaki,

and record the details of which Kaitiaki will retire early (and when) in the minute book of the Rūnanga.

3.5. Casual vacancies:

If:

- (a) there is no person elected to hold a Kaitiaki position; or
- (b) for any reason, a casual vacancy arises prior to the expiry of the term of office of any Kaitiaki,

then if that vacancy occurs more than nine months prior to the next scheduled election of Ngā Kaitiaki (as provided for in *rule 4.1* of this Schedule) that vacancy must be filled by holding a further election in accordance with this Schedule but not otherwise.

3.6. Term of casual appointments:

In the case of an appointment made under *rule 3.5*, the appointed Kaitiaki will hold office until the next scheduled election of Ngā Kaitiaki (as provided for in *rule 4.1* of this Schedule). That next scheduled election must include an election for a Kaitiaki who will (so as to maintain the three and four sequence of appointment of Ngā Kaitiaki) be elected for the remainder of term of office of the Kaitiaki whose ceasing to hold office (for whatever reason) resulted in the

casual vacancy.

4. TIMING OF ELECTIONS

- 4.1 Subject to *rule 3.5* of this Schedule and any determination of an Electoral Review Officer in accordance with *rule 13.4* of this Schedule that an election should be conducted again, not more than two elections for Ngā Kaitiaki positions may be conducted within any period of three Income Years. Elections must be timed so as to ensure that the three year term of office of Ngā Kaitiaki and the three and four sequence of appointment of Ngā Kaitiaki are maintained as set out in *rule 3.1*.

5. MAKING OF NOMINATIONS

5.1. Calling for nominations:

The Rūnanga must give notice calling for nominations for those Ngā Kaitiaki positions for which elections are required at least three months before the annual general meeting of the Rūnanga for the relevant Income Year (or, in the case of an election required under *rules 3.5* and *13.4* of this Schedule, a special general meeting) and in any event in sufficient time for the election to be concluded in accordance with *rule 4.1* of this Schedule. Such notice must specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Rūnanga or such other person as the notice directs.

5.2. Timing for nominations:

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

5.3. Form of notice:

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

- (a) Private Notice to each Member of Ngāti Mutunga shown on the Ngāti Mutunga Register as entitled to vote at the election of Ngā Kaitiaki (being an Adult Registered Member of Ngāti Mutunga who is recorded on the Ngāti Mutunga Register) and to any other Member of Ngāti Mutunga over the age of 18 years who has made a written request for a Private Notice; and

- (b) by Public Notice.

5.4. Inclusion of invitation to register:

Any notice under *rule 5.3* of this Schedule must also invite applications from qualified persons for inclusion of their names in the Ngāti Mutunga Register.

5.5. Nomination to be in writing:

The nomination of a candidate for election as a Kaitiaki must be in writing signed by not less than five Adult Registered Members of Ngāti Mutunga shown on the Ngāti Mutunga Register as being entitled to vote in respect of the election of that candidate.

5.6. Consent of nominee:

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

6. HOLDING OF ELECTIONS

6.1. Mode of voting at elections:

Subject to *rule 6.2* of this Schedule, voting at all elections must be by way of secret ballot.

- (a) Votes must be able to be cast both by:

- (i) placing voting forms into a Wāhi Pōti which must be available to receive votes at an annual general meeting (or, in the case of an election required under *rules 3.5* or *13.4* of this Schedule, a special general meeting) to be held prior to the close of voting in the election; and

- (ii) by post to a physical address of the Chief Returning Officer notified by the Rūnanga; and
 - (b) Subject to rule 6.1(a) of this Schedule, votes may also be cast electronically to a digital or electronic address of the Chief Returning Officer notified by the Rūnanga.
- 6.2. **No elections where nominees equal vacancies:**
In the event that the total number of nominations of Ngā Kaitiaki is equal to the total number of vacancies, no election will be necessary and the person or persons nominated will be deemed to have been duly appointed.
- 6.3. **Eligibility to vote:**
Each Adult Member of Ngāti Mutunga is eligible to participate in the election of one or more Kaitiaki, provided that:
- (a) each such Adult Member of Ngāti Mutunga will only be eligible to cast one vote in an election; or
 - (b) each such Adult Member of Ngāti Mutunga is either an Adult Registered Member of Ngāti Mutunga or has completed and sent with their voting form an application form for registration as an Adult Registered Member of Ngāti Mutunga.
- 6.4. **Provisional votes:**
Where an Adult Member of Ngāti Mutunga is not also an Adult Registered Member of Ngāti Mutunga, and has voted in accordance with *rule 6.3* of this Schedule:
- (a) such vote is provisional until such time as the application form for registration as an Adult Registered Member of Ngāti Mutunga is approved by the Whakapapa Committee as set out in the First Schedule; and
 - (b) where the application form for registration as an Adult Registered Member of Ngāti Mutunga is declined in accordance with the First Schedule, the vote will be invalidated.
- 7. NOTICE OF ELECTIONS**
- 7.1. **Notice to be given:**
Immediately after the closing date for nominations, the Rūnanga must, where an election is required:
- (a) fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
 - (b) subject to *rule 7.2* of this Schedule, set a date and venue for the annual general meeting (or in the case of an election required under *rules 3.5* and *13.4* of this Schedule, the special general meeting) at which the Wāhi Pōti will be available.
- 7.2. **Period of notice:**
The Rūnanga must give not less than 28 days' notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 6.1* of this Schedule.
- 7.3. **Method of giving notice:**
Notice under *rule 7.2* of this Schedule must be given by:
- (a) Private Notice to each Member of Ngāti Mutunga shown on the Ngāti Mutunga Register as entitled to vote at the election (being an Adult Registered Member of Ngāti Mutunga who is recorded in the Ngāti Mutunga Register as a Member of Ngāti Mutunga) and to any Adult Member of Ngāti Mutunga who has made a written request for a notice in accordance with *rule 6.4(b)* of this Schedule; and
 - (b) Public Notice.
- 7.4. **General content of notices:**

Every notice given in accordance with *rule 7.3* of this Schedule must contain:

- (a) a list of the candidates for election as Kaitiaki;
- (b) the date, time and place of the annual general meeting (or, in the case of an election required under *rules 3.5* and *13.4* of this Schedule, the special general meeting) at which the Wāhi Pōti will be available; and
- (c) the method by which votes may be cast as set out in *rule 6.1* of this Schedule.

7.5. Additional content of Private Notice:

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

- (a) a voting form that complies with *rule 7.7* of this Schedule;
- (b) details of the procedure to be followed in making a vote (as applicable) by post or electronically, including the date by which the voting form must be received by the Chief Returning Officer; and
- (c) a statement that voting forms may be delivered:
 - (i) to the Chief Returning Officer at the annual general meeting (or, in the case of an election required under *rules 3.5* and *13.4* of this Schedule, the special general meeting) at which the Wāhi Pōti will be available; and
 - (ii) (as applicable) posted to the physical address of the Chief Returning Officer or delivered electronically to the digital or electronic address of the Chief Returning Officer.

7.6. Additional information in notices:

Each notice given in accordance with *rule 7.5* of this Schedule must also give details about how voting forms may be obtained and where any relevant explanatory documents may be viewed or obtained.

7.7. Other details to accompany vote:

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

8. TIMING OF VOTING

8.1. Timing of votes:

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

9. APPOINTMENT OF CHIEF RETURNING OFFICER

9.1. Appointment of Chief Returning Officer:

For the purposes of elections, the Rūnanga must appoint as required a Chief Returning Officer who must not be a Kaitiaki or employee of the Rūnanga, and who must be a person of standing within the community. The Chief Returning Officer will be responsible for co-ordinating Ngā Kaitiaki elections and may appoint such other persons ('nominee') as he or she considers necessary to assist with that task provided that such persons must also not be Ngā Kaitiaki or employees of the Rūnanga.

9.2. Chief Returning Officer to receive voting forms:

All postal or electronic voting forms must be addressed to the Chief Returning Officer (as applicable) to the electronic or physical address notified by the Rūnanga.

9.3. Chief Returning Officer to be present at Wāhi Pōti:

The Chief Returning Officer or his or her nominee:

- (a) must be present at all times at the Wāhi Pōti;
- (b) will be available to collect any completed voting forms at the Wāhi Pōti; and
- (c) must also ensure that additional voting forms are available at the Wāhi Pōti.

9.4. Only one vote to be cast:

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

9.5. Recording of votes:

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

10. COUNTING OF VOTES

10.1. All votes to be counted:

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

10.2. Certification and notifying election result:

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer must certify the result of the election and communicate the result of the election to the Rūnanga. The Rūnanga must then notify the candidates, give notice of the result on its website (and by any other means that the Rūnanga determines is appropriate) and note the results at its next annual general meeting.

11. RETENTION OF ELECTION RECORDS

11.1. Compiling and sealing voting records:

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

11.2. Retention and disposal of packets:

Subject to *rule 13.1(b)* of this Schedule, the sealed packets received from the Chief Returning Officer must be safely kept unopened by the Rūnanga for a period of one year from the closing date for making votes in the election to which the packet relates. At the expiry of that one year period the packets must be destroyed unopened.

12. REVIEW OF ELECTION RESULTS

12.1. Candidates may seek review:

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

12.2. Appointment of Electoral Review Officer:

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

12.3. Electoral Review Officer to conduct reviews:

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

12.4. Form of request for review:

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

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

12.5. Service of application on other candidates:

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

12.6. Costs:

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

13. CONDUCT OF REVIEW

13.1. Notification of Electoral Review Officer:

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

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

13.2. Electoral Review Officer to exercise wide powers:

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

13.3. Electoral Review Officer to be guided by substantial merits:

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

13.4. Certification of result of review:

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

13.5. Decision to be final:

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

14. TERMINATION OF OFFICE OF NGĀ KAITIAKI

14.1. Termination of office of Ngā Kaitiaki:

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

- (a) retires from office by giving written notice to the Rūnanga;
- (b) completes his or her term of office and is not reappointed;
- (c) refuses to act;
- (d) is absent without leave from three consecutive ordinary meetings of Ngā Kaitiaki without good reason or without the permission of the Chairperson;
- (e) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Kaitiaki;
- (f) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (g) becomes disqualified from holding office under *rules 2.2 (a) to (g)* or 2.3 of this Schedule; or
- (h) is removed from the office of Kaitiaki in accordance with *clause 22.3*.

15. RECORD OF CHANGES OF NGĀ KAITIAKI

15.1. Record of changes of Ngā Kaitiaki:

Upon:

- (a) the notification of every appointment, retirement, re-appointment or termination of office of any Kaitiaki; and
- (b) the issue of a certificate by an Electoral Review Officer that a successful candidate was duly elected or the election was void and should be conducted again, under *rule 13.4* of this Schedule,

the Rūnanga will ensure that an entry is made in the minute book of the Rūnanga to that effect.

**THIRD SCHEDULE
PROCEEDINGS OF NGĀ KAITIAKI**

1. NGĀ KAITIAKI TO REGULATE MEETINGS

Ngā Kaitiaki will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any three Ngā Kaitiaki may at any time by notice in writing to the Rūnanga summon a meeting of Ngā Kaitiaki and the Rūnanga must take such steps as are necessary to convene such meeting.

2. NOTICE OF MEETING

2.1. Notice to Ngā Kaitiaki:

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

2.2. Content of notice:

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

2.3. Waiver of notice:

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

2.4. Meeting limited to notified business:

No business may be transacted at any meeting of Ngā Kaitiaki other than the business expressly referred to in the notice calling the meeting.

2.5. Deficiency of notice:

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

3. QUORUM

3.1 A majority of Ngā Kaitiaki will constitute a quorum at meetings of Ngā Kaitiaki.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

4.1. Ngā Kaitiaki to elect:

At the first meeting of Ngā Kaitiaki following the annual general meeting in each year Ngā Kaitiaki must appoint one of their number to be chairperson ("Chairperson") and (at their discretion) one to be deputy chairperson ("Deputy Chairperson"). The Chairperson and Deputy Chairperson must have each previously served for at least three years as a Kaitiaki before being appointed as Chairperson (or Deputy Chairperson).

4.2. Voting on election:

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

4.3. Termination of office:

The Chairperson (or Deputy Chairperson) will cease to hold office in the event that he or she resigns from that office, ceases to be a Kaitiaki or is removed from office by Ngā Kaitiaki passing a resolution of no confidence in him or her. In the event that the Chairperson (or Deputy Chairperson) ceases to hold that office then a further election must be held for the position.

5. PROCEEDINGS AT MEETINGS

5.1. Decisions by majority vote:

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

5.2. Chairperson:

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

5.3. Vacancies:

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

5.4. Defects of appointment:

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

5.5. Unruly meetings:

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

6. DELEGATION BY NGĀ KAITIAKI

6.1. Ngā Kaitiaki may delegate:

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

6.2. Ngā Kaitiaki to remain responsible:

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

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

6.3. Regulation of procedure by committees:

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

7. RESOLUTIONS

7.1 A written resolution signed by all Ngā Kaitiaki or by all the members of a committee will be as effective for all purposes as a resolution passed at a properly convened and conducted

meeting of Ngā Kaitiaki or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of Ngā Kaitiaki or members of the committee (as the case may be).

8. MINUTES

8.1. Minutes to be kept:

Ngā Kaitiaki must keep a proper record in a minute book of all decisions taken and business transacted at every meeting of Ngā Kaitiaki.

8.2. Minutes to be evidence of proceedings:

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

8.3. Minutes to be evidence of proper conduct:

Where minutes of the proceedings at a meeting of Ngā Kaitiaki have been made in accordance with the provisions of this *rule 8* then, until the contrary is proved, the meeting will be deemed to have been properly convened and its proceedings to have been properly conducted.

9. TELECONFERENCE MEETINGS

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

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

10. ATTENDANCES OF MEMBERS

10.1. Attendance at Rūnanga meetings

Members of Ngāti Mutunga may attend meetings of the Rūnanga on notice and at the discretion of the Chairperson.

10.2. Participation at Rūnanga meetings

Members of the Rūnanga must not actively participate at meetings of the Rūnanga without the prior approval of the Chairperson.

FOURTH SCHEDULE PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

1.1. A Special Resolution to:

- (a) approve a Major Transaction in accordance with *clause 2.5*;
- (b) amend this Charter in accordance with *clause 26*;
- (c) terminate the Rūnanga in accordance with *clause 27*;
- (d) dispose of Ordinary Shares or Settlement Quota in accordance with *clause 31*; or
- (e) recognise a new Mandated Iwi Organisation in place of the Rūnanga in accordance with *clause 32*

may only be passed as set out in this Schedule.

2. VOTING ON SPECIAL RESOLUTIONS

2.1. Votes on a Special Resolution must be able to be cast both by:

- (a) placing voting forms into a Wāhi Pōti in person at the special general meeting held for the purposes of considering the Special Resolution; and
- (b) by post to a physical address of the Chief Returning Officer notified by the Rūnanga; and

2.2. Subject to rule 2.1 of this Schedule, votes on a Special Resolution may also be cast electronically to a digital or electronic address of the Chief Returning Officer notified by the Rūnanga.

3. VOTING

3.1. Approval for a Special Resolution:

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

3.2. Specific Special Resolution:

In order for Special Resolutions to be passed which relate to amendments to this Charter in accordance with *clause 26*, disposal of Ordinary Shares or Settlement Quota in accordance with *clause 31* and recognition of a new mandated iwi organisation in place of the Rūnanga in accordance with *clause 32*, they must receive the approval of not less than 75% of those Adult Registered Members of Ngāti Mutunga and those Adult Members of Ngāti Mutunga who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

3.3. Eligibility to vote on specific Special Resolutions:

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

- (i) each such Adult Member of Ngāti Mutunga will only be eligible to cast one vote;
- (ii) each such Adult Member of Ngāti Mutunga must complete an application form for registration as an Adult Registered Member of Ngāti Mutunga, and may also make a

written request to receive Private Notice of any special general meetings and postal or electronic ballot papers relating to *rules 1.1(b), 1.1(d) and 1.1(e)* of this schedule, at the same time that they complete their voting form;

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

4. SPECIAL GENERAL MEETING REQUIRED

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

5. NOTICE

5.1. Notice of special general meeting:

The Rūnanga must give not less than 28 days' notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (with the intent that notice of the postal and/or electronic vote and the special general meeting must be given in the same notice).

5.2. Method of giving notice:

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

- (a) Private Notice to each Member of Ngāti Mutunga shown on the Ngāti Mutunga Register as entitled to vote (being an Adult Registered Member of Ngāti Mutunga who is recorded in the Ngāti Mutunga Register as a Member of Ngāti Mutunga) and to any Adult Member of Ngāti Mutunga who has made a written request for a notice in accordance with *rule 3.3(ii)* of this Schedule; and
- (b) Public Notice.

5.3. Content of notice to members:

All Private Notices given in accordance with *rule 5.2(a)* of this Schedule must contain:

- (a) the date, time and place of the special general meeting, where a Wāhi Pōti will be available, called for the purposes of considering the Special Resolution;
- (b) the agenda for the meeting;
- (c) details of the proposed Special Resolution;
- (d) details of the reasons for the proposed Special Resolution and the effect that the Special Resolution will have;
- (e) details of the procedure to be followed in making postal and/or electronic votes, including the date and time at which voting closes;
- (f) a statement about how completed votes may be delivered to the Chief Returning Officer at the special general meeting and by post or electronic means in accordance with *rule 2.1* of this Schedule;
- (g) a voting form; and
- (h) in the case of a Special Resolution relating to *rule 1.1(e)* of this Schedule:

- (i) that a vote is to be taken to approve the proposal to have the new organisation recognised in place of the Rūnanga; and
 - (ii) if the new organisation seeks recognition as a mandated iwi organisation by meeting the criteria in section 14 of the Māori Fisheries Act 2004, that a vote is to be taken to ratify the constitutional documents of the new organisation; and
- (i) any other information specified by or under the Māori Fisheries Act 2004.

5.4. Content of Public Notices:

All Public Notices must contain:

- (a) the matters referred in *rule 5.3(a), 5.3(b) and 5.3(c)* together with details of how and where any further information can be obtained; and
- (b) in the case of a Special Resolution relating to *rule 1.1(e)* of this Schedule, the information set out in *rules 5.3(h) and (i)* and of this Schedule.

5.5. Other details to accompany vote:

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

6. TIMING OF VOTING

6.1. Timing of votes:

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

6.2. Votes may be received at the special general meeting:

Voting forms may be delivered to the Chief Returning Officer at the special general meeting, rather than being posted or sent electronically.

7. APPOINTMENT OF CHIEF RETURNING OFFICER

7.1. Appointment of Chief Returning Officer:

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

7.2. Chief Returning Officer to receive voting forms:

Voting forms must be:

- (a) placed into the Wāhi Pōti provided at the special general meeting; or
- (b) addressed to the Chief Returning Officer at the physical or electronic address notified by the Rūnanga.

7.3. Chief Returning Officer to be present at special general meeting:

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

7.4. **Only one vote to be cast:**

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Registered Member of Ngāti Mutunga and/or each Adult Member of Ngāti Mutunga as the case may be who votes on the Special Resolution.

7.5. **Recording of votes:**

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

8. COUNTING OF VOTES

8.1. **All votes to be counted:**

Upon the expiry of the date for the receipt of votes, the Chief Returning Officer must record and count all votes validly cast, provided that a vote by an Adult Member of Ngāti Mutunga will not be counted or valid until *rules 3.3(i) to (iii)* of this Schedule have been complied with.

8.2. **Certification and notifying result:**

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

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

9.1 Except as otherwise set out in this Schedule the provisions of *clause 14* will apply to the holding of any special general meeting called for the purposes of considering a Special Resolution and the meeting must be conducted accordingly.