



Ngāti Kahungunu
Ki Wairarapa-Tāmaki
Nui ā Rua Trust

AMENDED DEED OF TRUST

DATED the day of DECEMBER 2013

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DEED dated the _____ day of _____ 2013

BETWEEN

CONNIE ONEROA, KAHU PENE, HAYDEN HAPE, PANI HIMONA, RON MARK, PAORA AMMUNSON, ROBIN POTANGAROA, IAN PERRY, WILLIAM DAVID WORKMAN and HAAMI TE WHAITI
(the “Trustees”)

INTRODUCTION

- A.** The Crown’s actions in breach of the Treaty of Waitangi have resulted in the loss of mana, the loss of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua land and other resources, and the loss of identity, and marginalization of, the whanāu, hapū and iwi of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.
- B.** In years past Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua have taken their Treaty of Waitangi claims against the Crown through the Waitangi Tribunal inquiry process. In its report the Waitangi Tribunal found that Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua claims were well founded and that the Crown had committed significant breaches of the Treaty of Waitangi in its dealings with Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.
- C.** Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua now seek to enter into negotiations with the Crown in order to achieve a settlement of their historical Treaty of Waitangi claims.
- D.** This amended Deed of Trust is entered into pursuant to a Special Resolution dated 11 November 2013 passed in accordance with clause 15 and the Fourth Schedule to the Deed of Trust dated 17 October 2013.

1. DEFINITIONS AND INTERPRETATIONS

1.1 Defined Terms

In this Deed, unless the context otherwise requires:

Adult Registered Members means those members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua identified on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register as being 18 years of age or over;

Annual Report means the annual report of the Trust which is prepared in accordance with clause 4.1

Audited Financial Statements means the audited financial statements of the Trust prepared by the Trustees in accordance with clause 4.1.

Balance Date means 31 March or any other date that the Trustees by resolution adopt as the date up to which the Trust's financial statements are to be made in each year.

Business Day means any day in which registered banks are open for business in Auckland, Wellington and Masterton.

Chairperson means the chairperson from time to time of the Trust elected by the Trustees in accordance with the Third Schedule.

Confidential Information means any information which the Trustees consider on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

Deed means this Deed and includes the recitals and the schedules to this Deed.

Deed of Settlement means any deed between Ngāti Kahungunu ki Wairarapa-Tamaki Nui a Rua and the Crown recording the settlement or partial settlement of the Ngāti Kahungunu ki Wairarapa-Tamaki Nui a Rua Historical Claims which has been ratified by Ngāti Kahungunu ki Wairarapa-Tamaki Nui a Rua, and includes any amendment to this;

Deputy Chairperson means the deputy chairperson from time to time of the Trust if one is elected in accordance with the Third Schedule.

Executive Officers means the Chairperson, the secretary and the Treasurer elected or appointed in accordance with the Third Schedule.

Financial Year means any year or accounting period ending on the Balance Date.

Hapū Karanga means the electoral groupings of hapū, whānau, and marae represented by the Ngāti Kahungunu ki Wairarapa- Tāmaki Nui ā Rua Trust set out in the Seventh Schedule.

Member of Ngāti Kahungunu Ki Wairarapa-Tāmaki Nui ā Rua means every individual referred to in the definition of Ngāti Kahungunu Ki Wairarapa-Tāmaki Nui ā Rua

Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua means:

- (a) any collective group composed of all or some of the individuals referred to in paragraph (c) of this definition; and
- (b) the members of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua hapū to the extent that they are referred to in paragraph (c) of this definition;
- (c) every individual who is descended from a Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua tupuna;

The detail of the definition of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua and the related terms set out below may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua area of interest means the area identified on the map at Schedule Seven;

Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua hapū means the hapū listed in the table in the Sixth Schedule.

Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua historical claims means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Kahungunu ki

Wairarapa-Tāmaki Nui ā Rua, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that –

- (a) is, or is founded on, a right arising -
 - (i) from the Treaty of Waitangi or its principles; or
 - (ii) under legislation; or
 - (iii) at common law, including aboriginal title or customary law; or
 - (iv) from fiduciary duty; or
 - (v) otherwise; and

- (b) arises from, or relates to, acts or omissions before 21 September 1992 -
 - (i) by, or on behalf of, the Crown; or
 - (ii) by or under legislation; and

Includes every claim to the Waitangi Tribunal to which this clause applies that relates exclusively to Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua or a representative entity, and every other claim to the Waitangi Tribunal to which this clause applies, so far as it relates to Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua or a representative entity.

However, **Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua historical claims** does not include the following claims:

- (a) any of the Rangitāne historical claims, being claims to be settled by any Rangitāne deed of settlement;

- (b) a claim that a member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua, or a whānau, hapū, or group referred to in clause 1(a) or 1(b) may have that is, or is founded on, a right arising as a result of being descended from an tupuna that is not a Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua tupuna;

- (c) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause (a) or (b) above.

Ngāti Kahungunu ki Wairarapa-Tamaki Nui a Rua Trust or **Trust** means the trust governed by this Deed;

Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua tupuna means an individual or individuals who:

- (a) exercised customary rights by virtue of being descended from Kahungunu and one or more of Hamua, Hinewaka, Kahutapere, Kaiparuparu, Kirikohatu Mahanga, Manawatu, Moeteao, Moetekakara, Nuku, Pakuia, Pouri, Raekaumoana, Rakaihikuroa through Te Rangitataia or Umuroa or a recognised ancestor of Te Uma Whanui, Rakairangi, Tapuke, Te Matau, Te Opekai, Te Rangihakahaka, Te Rangihirawea, Te Rehunga and Tuohungia, Te Hinaariki, Te Rangitawhanga, Te Whakumu, Tuhakeke, Tukoko, Tumapuhiaarangi, Tumaiteuru, Tuohungia, Tupurupuru, Turanga, Turaumoa, Waipuhoro and/or any other recognised ancestor of a Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua hapū; and
- (b) exercised those customary rights predominantly in relation to the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua area of interest at any time after 6 February 1840;

For the purpose of this definition a person a person is **descended** from another person if the first person is descended from the other by:

- (i) birth;
- (ii) legal adoption, or
- (iii) whangai (Māori customary adoption in accordance with Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua tikanga).

For the purpose of this definition, **customary rights** means rights held according to Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua tikanga (customary law, values and practices) including through:

- (i) Rights to belong to and to occupy land;
- (ii) Rights relating to the use stewardship of lands or resources;
- (iii) Rights to the land acquired through tuku, marriage and conquest;

- (iv) Rights of burial; and/or
- (v) Rights to affiliate to the hapū, marae and papakainga within the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua area of interest.

Property means all property (whether real or personal) and includes money, rights of recovery through court proceedings as well as any other rights and interests;

Secretary means the secretary of the Trustees if appointed in accordance with the Third Schedule.

Special Resolution means a resolution passed by not less than 70% of those Adult Registered Members who validly cast a vote in accordance with the process set out in the Fourth Schedule.

Treasurer means the Treasurer if appointed in accordance with the Third Schedule.

Trust Assets means all assets held by the Trust as at the date of this Deed and any assets received or otherwise owned or acquired from time to time by the Trustees, including without limitation all assets paid or given to or acquired or agreed to be acquired by the Trustees.

Trust Purposes means the objects and purposes set out in clause 2.5;

Trustees means the Trustees elected in accordance with the Second Schedule to act as the Trustees for the time being of the Trust and **Trustee** shall mean any one of those persons.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other gender;

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

2. **RECONSTITUTION, STATUS AND OBJECTS OF THE TRUST**

2.1 **Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust amended**

This Deed is entered into in accordance with clause 15 of the deed of trust for the Trust dated 17 October 2011. This Deed takes effect from the date of its execution at which time the deed of trust dated 17 October 2011 shall be revoked with the effect that the Trust shall be governed and administered by and in accordance with this Deed.

2.2 **Declaration of Trust**

The Trustees of **NGĀTI KAHUNGUNU KI WAIRARAPA-TĀMAKI NUI Ā RUA TRUST** direct and the Trustees acknowledge and declare that the Trustees hold the Trust Assets upon trust and with the powers set out in this Deed.

2.3 **Name of trust**

The Trust is to be known as the **NGĀTI KAHUNGUNU KI WAIRARAPA-TĀMAKI NUI Ā RUA TRUST** or such other name as the Trustees shall determine by resolution from time to time.

2.4 **Trustees Representatives**

The Trustees shall govern and administer the Trust in accordance with this Deed.

2.5 **Powers of Trust**

Subject to this Deed the Trustees shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall in their capacity as Trustees, have the fullest powers necessary to do all such things it considers necessary or desirable in its sole discretion to perform or otherwise carry out the Trust's Purposes.

2.6 **Objects and Purposes of the Trust**

The objects and purposes of the Trust are to receive, hold, manage and administer the Trust Assets on trust for the exclusive benefit of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua and all the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua irrespective of where those Members reside and shall without limitation include:

- (a) To work as a whole to restore, secure, advance, and strengthen the economic, health, social, spiritual well-being of Ngāti Kahungunu Ki Wairarapa-Tāmaki Nui ā Rua whanui;
- (b) Organise, manage, plan, arrange, and oversee the negotiation and pre-settlement processes on behalf of Ngāti Kahungunu Ki Wairarapa-Tāmaki Nui ā Rua claimants, marae, hapū, and whānau
- (c) To facilitate and coordinate the settlement of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Treaty claims and to build a relationship between the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua claimants based on Tiriti o Waitangi to ensure that the Tino Rangatiratanga of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua claimants are implemented in the settlement, and otherwise preserved and enhanced.

- (d) Collect and hold all information received from the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua claimants relating to their specific claims, treat any information received with the care and respect required by the provider of that information and facilitate, promote and encourage further research into the claims;
- (e) To represent and promote the specific interests of all Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua claimants during negotiation of a settlement of the claims
- (f) To undertake any other steps necessary to effect the best collective outcome for the settlement of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Historical Claims including court proceedings and/or a remedies application to the Waitangi Tribunal;
- (g) To engage with any overlapping claimants and work with them to resolve any overlapping claim and/or mandate issues as and when they arise;
- (h) To establish and maintain the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register;
- (i) To select, appoint and/or replace negotiators to represent the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua claimants;
- (j) To develop a Post Settlement Governance Entity structure for the approval of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua to receive, manage and distribute the settlement redress on behalf of all claimants;
- (k) To engage and contract with potential funders, including but not limited to the Crown Forestry Rentals Trust, to secure funding and other resources required for the Trustees to achieve the objects and purposes set out in this clause.

In carrying out the objects of the Trust, the Trustees shall give consideration to, but not be bound by, the principles outlined in the First Schedule of this Deed.

3. APPOINTMENT, POWERS AND MEETINGS OF TRUSTEES

3.1 Establishment Trustees

The Trustees of the Trust for the first term of the Trust shall be known as the Establishment Trustees. The Establishment Trustees are those persons who signed the deed of trust dated 17 October 2011 as Trustees of the Trust and shall take office for a period of two years on execution of that deed.

3.2 Election in accordance with Second Schedule

Following the expiry of the term of appointment of the Establishment Trustees the Trustees from time to time of the Trust shall be elected to office in accordance with the Second Schedule.

3.3 Number of Trustees

The Board shall comprise a total of twelve (12) Trustees.

3.4 Alternate Trustees

An Alternate Trustee will be elected for each Hapū Karanga in accordance with the Second Schedule. An Alternate Trustee may participate at Board meetings only in the absence and in replacement for the Trustee for that Hapū Karanga with full voting rights. Provided that Alternate Trustees may attend Trustee meetings (other than any discussions held in committee) in a non-speaking capacity when the Trustee is present.

3.5 Term of Appointment of Trustees

Each Trustee shall hold office for four years from the date of their election.

3.6 Eligibility of Retiring Trustees

Retiring Trustees shall be eligible to be reappointed as a Trustee.

3.7 Remuneration of Trustees

Subject to the availability of funding, each Trustee shall be entitled to remuneration for his or her services as a Trustee as may be reasonable having regard to his or her duties and responsibilities provided that any remuneration must be properly authorised by Trustee resolution.

3.8 **Trustees to control Trust affairs**

Subject to any requirements imposed by the Trust by this Deed and pursuant to law the Trustees shall control and supervise the business and affairs of the Trust in such manner as they see fit.

3.9 **Proceedings of Trustees**

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

4. **REPORTING AND ACCOUNTABILITY**

4.1 **Annual Report**

No later than three months after the end of each Income Year, the Trustees shall provide an Annual Report on the affairs of the Trust covering the accounting period ending at the end of that Financial Year which includes 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 entity for that Income Year. The Trustees must also ensure that the financial statements for each Financial Year are audited by a chartered accountant in public practice prior to the date for giving notice of the Annual General Meeting of the Trust for the Financial Year immediately following the Financial Year to which the financial statements relate.

4.2 **Accountability**

The Trustees will be accountable to the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua through the following mechanisms:

- (a) The Trustees shall call hui of all Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua not more than six months apart or more regularly if required to update the claimants on the business and affairs of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust and the progress of negotiations.
- (b) The Trustees shall call additional hui of all Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua to ratify:

- (i) Terms of Negotiation;
 - (ii) Changing from the Waitangi Tribunal hearing process and entering into direct negotiations or vice versa;
 - (iii) An Agreement in Principle.
- (c) The Trustees shall give at least ten Business Days' notice of the hui set out in clause 4.2(a) and (b). Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua who are not registered on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register are also entitled to attend any hui called by the Trustees. However, such people will not be entitled to take part in any vote at the meeting. Any other person can attend a hui called by the Trustees at the Trustees' discretion.
- (d) The Trustees shall call a Special General Meeting of all Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua in accordance with the Fourth Schedule to approve:
- (i) A Deed of Settlement; and
 - (ii) A Governance Entity structure or structures.
- (e) Following each meeting of the Trust the Trustee representing each Hapū Karanga shall meet and report to their Hapū Karanga at the next scheduled meeting.
- (f) A summary of the Trust minutes shall be distributed to each of the Hapū Karanga.
- (g) Copies of Trust papers may be made available to Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua by the Trustees on request.
- (h) In addition the Trustees will:

- (i) Consult regularly with the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua to identify any concerns they may have and address them wherever possible;
- (ii) Act so as to protect and enhance the interests of the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua;
- (iii) Not act inconsistently with the interests of any of the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua;
- (iv) Report regularly to the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua via various media including (but not necessarily limited to) newsletters, hui and web site information.

5. APPOINTMENT OF NEGOTIATORS

5.1 Trustees to appoint Negotiators

The Negotiators will be appointed and removed by the Trustees by Trustee resolution.

5.2 Number of Negotiators

The number of Negotiators will be determined by the Trustees from time to time. The negotiators may also co-opt other people to assist them with the negotiations in particular when there are specific and/or technically significant matters to be addressed.

5.3 Role of Negotiators

The role of the Negotiators will be:

- (a) To conduct the negotiations in accordance with the direction of the Trustees;
- (b) To negotiate a Terms of Negotiation with the Crown;
- (c) To enter into negotiations with the Crown for the settlement of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Historical Claims;
- (d) To ensure that specific claims are advanced;

- (e) To negotiate an Agreement in Principle with the Crown;
- (f) To negotiate a draft Deed of Settlement; and
- (g) To report to the Trustees as required.

5.4 **Terms of Appointment of Negotiators**

The Terms of Appointment of the Negotiators shall provide that:

- (a) The Negotiators must act in accordance with the Trust Deed and any direction given by the Trustees; and
- (b) In carrying out the tasks set out above, the Negotiators shall report regularly to the Trust including prior to each Trust Board meeting, and
- (c) The Negotiators shall be entitled to consult, negotiate or deal with the Crown or third parties in respect of any matter relating to negotiations or ancillary thereto.

6. **NO DISCLOSURE OF SENSITIVE INFORMATION**

6.1 **Disclosure limited**

For the avoidance of doubt, but subject to the Trust's reporting obligations in clause 4, the Trustees may at their sole discretion limit disclosure of any information about the activities or proposed activities of the Trust which they consider on reasonable grounds to be commercially or otherwise sensitive.

7. **GENERAL MEETINGS**

7.1 **Trustees to hold Annual General Meeting**

The Trustees shall, no later than six (6) 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 Trust, hold a general meeting for the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua, to be called the Annual General Meeting, and shall at that meeting:

- (a) provide the opportunity for voters to cast their votes where an election for Trustees is required in accordance with the Second Schedule;
- (b) announce the names of any newly appointed Trustees;
- (c) report on the operations of the Trust during the preceding Income Year;
- (d) present the Annual Report and duly audited Consolidated Financial Statements;
- (e) undertake all other notified business; and
- (f) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

7.2 Annual Report to be made available prior to the annual general meeting

The Annual Report must be made available not less than 20 Business Days before the date of the Annual General Meeting.

7.3 Notice of Annual General Meeting

The Trustees shall give not less than 20 Business Days notice of the holding of the Annual General Meeting, such notice to be in writing sent to all Adult Registered Members by the means specified by each such Adult Registered Member in accordance with rule 6 of the Fifth Schedule, or where no means is specified, to the last address shown on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register for each such Adult Registered Member. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Trustees consider that a significant number of Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua reside. All such notices shall contain:

- (a) the date, time and place of the meeting;
- (b) an agenda of matters to be discussed at the meeting; and

- (c) details of where copies of any information to be laid before the meeting may be inspected.

7.4 Notice of special general meetings

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

- (a) the Chairperson and Deputy Chairperson for the time being of the Trust; or
- (b) any three (3) Trustees; or
- (c) five percent (5%) of Adult Registered Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

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

7.5 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.

7.6 Special general meeting limited to notified business

No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that meeting.

7.7 Invalidation

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

7.8 **Deficiency of notice**

Subject to clause 7.7, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:

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

7.9 **Attendance**

All Adult Registered Members are entitled to attend any annual or Special General Meeting of the Trust. Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua who are not registered on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register are also entitled to attend any annual or Special General Meeting. However, such people will not be entitled to take part in any vote at the meeting and will not be counted to determine the quorum. Any other person can attend an Annual or Special General Meeting at the discretion of the trustees.

7.10 **Quorum**

The quorum required for any Annual or Special General Meeting of the Trust shall be 20 Adult Registered Members present in person.

7.11 **Chairing of meetings**

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

7.12 **Voting**

To the extent that a vote is sought or required at any Annual or Special General Meeting, every Adult Registered Member present shall have one vote. Voting may be by voice or on a show of hands. The Chairperson of the meeting may also demand a poll on a resolution either before or after any vote. In order for a resolution to be passed it must receive the approval of not less than 50 percent of the Adult Registered Members present and who cast a vote. However, except in the case of a

Special Resolutions in accordance with the Fourth Schedule the Trust shall not be bound by a resolution passed at any Annual or Special General Meeting, but will only be required to give consideration to any such resolution in administering the Trust Assets and carrying out the Trust Purposes.

7.13 Adjourned meetings

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

7.14 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.

7.15 Minutes

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

7.16 Minutes to be evidence of proceedings

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

7.17 Minutes to be evidence of proper conduct

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

8. DISCLOSURE OF INTERESTS

8.1 Definition of interested Trustee

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

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the Trust or any subsidiary of the Trust;
- (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.

8.2 Disclosure of interest to other Trustees

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

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

8.3 Recording of Interest

A disclosure of interest by a Trustee and any decision made by the Trustees under clause 8.2 shall be recorded in the minute book of the Trust.

8.4 Dealings with Interested Trustees

An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the

purposes of forming a quorum in any meeting to consider such a matter except where the other Trustees have passed a resolution that they shall be permitted to do so under clause 8.5.

8.5 Exception to dealings with Interested Trustee

Where a Trustee's interest in a matter is solely derived from the fact that they are a member of a Hapū or Whānau and their interest is not different in kind from the interests of other members of that Hapū or Whānau the other Trustees will determine by Trustee resolution whether they can participate in any deliberation or vote in respect of the matter.

9. PROHIBITION OF BENEFIT OR ADVANTAGE

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

10. REMUNERATION AND EXPENSES

10.1 No private pecuniary profit

No private pecuniary profit may be made by any person from the Trust. However, subject to the availability of funding, each Trustee shall be entitled:

- (a) to remuneration for his or her services as a Trustee as may be reasonable having regard to his or her duties and responsibilities provided that any remuneration must be properly authorised by Trustee resolution;
- (b) to be reimbursed for fair and reasonable expenditure incurred by him or her on behalf of the Trust subject in every case to prior written approval by the Treasurer;

- (c) if any Trustee is engaged in a profession or business, to charge fees for work done by that Trustee or that Trustee's firm (whether or not the work is of a professional or business nature) on the same basis as if that Trustee was not one of the Trustees but contracted to carry out the work on their behalf subject in every case to prior written approval by the Trustees.

11. INDEMNITY AND INSURANCE

11.1 Indemnity and insurance for Trustees

Any Trustee, officer or employee of the Trust may be indemnified or have their insurance costs met out of the Trust 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 Trust, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua with the object of fulfilling the Trust Purposes.

11.2 Indemnity and insurance costs to be just and equitable

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

11.3 Indemnity and insurance regarding specific trusts

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

11.4 Record of decisions

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

12. **SPECIFIC TRUSTS**

12.1 **Trustees may accept specific trusts**

Notwithstanding any other provision in this Deed, the Trustees may accept or otherwise deal with any property upon trust for the Trust Purposes or for any specific purpose that comes within the Trust Purposes. Such a trust may include any trust for the benefit of the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua. Any property held by the Trustees pursuant to this clause shall be dealt with in accordance with the terms of the specific trust and shall not constitute part of the Trust Assets.

12.2 **Specific trusts to be separate**

If the Trustees accept a trust for any specific purpose as outlined in clause 12.1 it must keep the property subject to such trust and any income derived from it separate from the Trust Assets, and administer that property and income as a separate specific trust in terms of the specific trust under which it was accepted.

12.3 **Use of specific trust assets**

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

12.4 **Indemnity and insurance re specific trusts**

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

12.5 **Expenses of specific trusts**

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

13. **NGĀTI KAHUNGUNU KI WAIRARAPA-TAMAKI NUI A RUA TRUST NOT TO BE BROUGHT INTO DISREPUTE**

13.1 **Trustees not to bring into disrepute**

No Trustee shall act in a manner which brings or is likely to bring the Trust into disrepute.

13.2 **Process where allegation made**

If an allegation is made to the Trust that a Trustee has acted in a manner which brings or is likely to bring the Trust into disrepute, the Trust must implement the following procedure:

- (a) A written notice of the allegation shall be served by the Trust on the Trustee;
- (b) The Trustee shall have 30 days to respond to the allegation and the response shall be in writing and delivered to the Trust;
- (c) Any hapū or Hapū Karanga wishing to make submissions regarding the allegation the Trustee may also respond in writing to the Trust within that 30 day period;
- (d) If no response is received, the Trust may exercise the rights of censure or removal in clause 13.3;
- (e) If the other Trustees are not satisfied with the responses received from the Trustee and/or the Hapū Karanga and wishes to consider exercising the rights of censure or removal in clause 13.3, it must first take reasonable steps to resolve the matter with the Trustee concerned by mediation or other alternative dispute resolution procedure acceptable to the Trust and the Trustee concerned (both acting reasonably).

13.3 **Trustee may be censured or removed**

If, having followed the procedure in clause 13.2, the matter has not been resolved and the Trustees believe that a Trustee has acted in a manner that brings or is likely to bring the Trust into disrepute, the Trustees may, by a resolution passed by a majority of not less than 70% of the other Trustees formally censure or remove from office that Trustee.

13.4 **Censure or removal to be notified**

The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be immediately notified in writing to any Hapū or Hapū Karanga that made submissions regarding the allegation. The censure or removal shall also be reported to the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua at the next Annual General Meeting of the Trust following such censure or removal.

13.5 **Effect of Removal**

A Trustee removed from office in accordance with clause 13.3 shall cease to hold office as a Trustee immediately and shall not be entitled to be re-appointed as a Trustee for a period of not less than three years following his or her removal. The removal of a Trustee in accordance with clause 13.3 shall give rise to a casual vacancy that shall be filled in accordance with the Second Schedule.

13.6 **Suspension while procedure implemented**

The Trustees at their discretion may suspend a Trustee who is the subject of the procedure set out in clause 13.2 at any time during the implementation of that procedure. Any suspension shall be for a maximum period of three months with the ability to extend the period of suspension for a further three month period by Trustee resolution. During any period of suspension the Alternate Trustee for that Hapu Karanga, or in the case of Tamaki-Nui-a-Rua the highest polling Alternate Trustee, shall have all the rights and responsibilities of a Trustee.

14. **RECEIPTS FOR PAYMENTS**

If a receipt is signed by any person authorised to give receipts on behalf of the Trustees, this shall be a complete discharge from the Trustees for the payment received.

15. **AMENDMENTS TO DEED**

15.1 **Procedure for Amendment**

Subject to clause 15.2, this Deed may only be amended by a Special Resolution passed in accordance with the Fourth Schedule.

15.2 Mandatory Amendment to Definition of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua

The Trustees must from time to time sign a deed of amendment amending the definition of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua to ensure it is the same as the definition of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua in the latest of the following:

- (a) Any Terms of Negotiation;
- (b) Any Agreement in Principle;
- (c) any Deed of Settlement;
- (d) any Settlement Act.

The Trustees must sign a deed of amendment under this clause as soon as possible after a change is required under that clause. The new definition will have effect for the purposes of this deed immediately upon the Trustees signing the deed of amendment.

15.3 Limitations on Amendment

No amendment shall be made to this Deed which:

- (a) Changes this clause; or
- (b) Changes the requirement for a Special Resolution (as defined from time to time) in clause 15.1.

15.4 Amendment to list of Hapū Karanga

Where a proposed amendment to the Deed will have the effect of either adding a new electorate to the list of Hapū Karanga set out in the Eighth Schedule or deleting a Hapū Karanga from that list, then no special general meeting may be called in accordance with the requirements of the Fourth Schedule until the following additional requirements have been met:

- (a) The proposed amendment to add or delete the Hapū Karanga has been submitted and supported with evidence by a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua to the Trustees;
- (b) The Board has sought the advice of the Kaumātua; and
- (c) Following the receipt of the advice of Kaumātua, the Trust has by a Special Resolution of Trustees agreed to submit to a special general meeting a proposal to amend the Eighth Schedule by adding or deleting (as applicable) the relevant Hapū Karanga.

15.5 Execution of Deed of Amendment

Where a resolution approving amendments to this Deed has been passed in accordance with clause 15.1 the Trustees must sign a deed of amendment to give effect to those amendments as soon as possible after the resolution has been passed. The amendments will have effect immediately upon the Trustees signing a deed of amendment.

15.6 Proposals for amendment of Deed

Every Adult Registered Member may put forward for consideration by the Trustees proposals for amendments to the Deed. Any proposal put forward under this clause 15.5 must be in writing and addressed to the Chairperson at the registered office of the Trust. Any proposal put forward under this clause 15.5 must be considered by the Trustees but the Trustees are not obliged to call a Special General Meeting to consider the proposed amendment.

16. DISPUTE RESOLUTION – TIKANGA, REO, KAWA, WHAKAPAPA, KŌRERO

16.1 Disputes regarding tikanga, reo, kawa, whakapapa and kōrero

In the event that a dispute arises regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and kōrero of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua then that dispute shall be referred in first instance to the Trust.

16.2 Disputes to be in writing

All disputes referred to the Trust in accordance with clause 16.1 shall be submitted in detail to the Trust by notice in writing and the Trust shall acknowledge receipt in

writing within 10 working days of the date of receipt of the notice. All disputes must be submitted to the Trustees within 20 Business Days from the date that the dispute arose provided that the Trustees have the discretion to accept notice of a dispute submitted after this time period has elapsed.

16.3 Hui Rongomau to be called

If a dispute is not settled within 30 days of the receipt by the Trust of written notice of the dispute in accordance with clause 16.2 then the Trust may convene a general meeting of the koroua and kuia of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua to be called a Hui Rongomau in order to discuss the matters that are in dispute.

16.4 Procedure for Hui Rongomau

Any Hui Rongomau called by the Trust in order to resolve any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust as set out in this Deed.

16.5 Findings of Hui Rongomau

The Hui Rongomau shall give its findings and decision, together with the reasons therefore, in writing to both parties.

16.6 Trust Business to be continued

The Trust Business shall be continued except where, determined by a simple majority decision of the Board, the outcome or resolution of the dispute is critical to the success of the Trust fulfilling its purpose or achieving its objectives

17. DISPUTE RESOLUTION – OTHER MATTERS

17.1 Disputes regarding Other Matters

In the event that a dispute arises as to the interpretation on application of any clause or rule in this Deed or otherwise in connection with the operation of the Trust, not being a dispute to which clause 16.1 applies, that dispute shall be referred in the first instance to the Trust.

17.2 Disputes to be in writing

All disputes referred to the Trust shall be submitted to the Trust by notice in writing and the Trust shall acknowledge receipt in writing within 10 working days of the date

of receipt of the notice. All disputes must be submitted to the Trustees within 20 Business Days from the date that the dispute arose provided that the Trustees have the discretion to accept notice of a dispute submitted after this time period has elapsed.

17.3 Appointment of Experts Panel

If the dispute is not settled within 30 days of receipt by the Trust of written notice of the dispute then the dispute shall be referred to a panel of three experts, one to be appointed by each party to the dispute and one to be appointed by the Trust (or, if the Trust is a party to the dispute itself, the third expert shall be appointed, at the request of either party, by a Judge of the Māori Land Court and if he or she for any reason declines to make the appointment then by the President for the time being of the Wellington Branch of the New Zealand Law Society).

17.4 Role of Experts Panel

The role of the experts appointed under clause 17.3 shall be to make findings and decisions in relation to the dispute as notified to the Trust. In appointing the experts each party must attempt to appoint a person who, in the view of that party (acting reasonably), has the necessary skills and expertise to deal with the relevant dispute.

17.5 Procedure of Experts Panel

In dealing with any dispute the experts appointed under clause 17.3 shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before them should be dealt with. The findings and decisions of the experts shall be final and binding on the parties.

17.6 Findings of Experts Panel

The experts shall give their findings and decision, together with the reasons therefore, in writing to both parties.

17.7 Trust Business to be continued

The Trust Business shall be continued except where, as determined by a simple majority decision of the Board, the outcome or resolution of the dispute is critical to the success of the Trust fulfilling its purpose or achieving its objectives.

18. WINDING UP

On establishment of the Post Settlement Governance Entity approved by the Crown and ratified by the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua, the Trust will be wound up and the Trustees must give or transfer all of the Trust Assets after the payment of costs, debts and liabilities to the Post Settlement Governance Entity.

19. DISPOSITION OF SURPLUS ASSETS

If upon winding up or dissolution of the Trust no Post Settlement Governance Entity approved by the Crown has been established and there remains after the satisfaction of all the Trust's debts and liabilities any property whatsoever the same shall be given or transferred to some other body having objects similar to the Trust and not to any individual.

20. ADVICE TO TRUSTEES**20.1 Trust may rely on advice**

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

- (a) an employee of the Trust whom the Trustees believe 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 Trustees believe on reasonable grounds to be within the person's professional or expert competence.

20.2 Trust may obtain legal opinion

If the Trustees are in doubt over any matter relating to the management and administration of Trust Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a lawyer as defined by the Lawyers and Conveyancers Act 2006 of at least seven years' standing. This right to obtain and act upon a lawyer's opinion, however, will not restrict any right on the part of the Trustees to apply to the High Court of New Zealand for directions.

FIRST SCHEDULE
GUIDING PRINCIPLES

1. The Trustees must uphold the tikanga of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua at all times.
2. The Trustees acknowledge that the Kaumātua uphold the mana of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.
3. The overriding objectives of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Treaty of Waitangi historical claims are:
 - 3.1 To promote a correct understanding of the history of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua;
 - 3.2 To restore the mana and identity of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua;
 - 3.3 To seek remedy from the Crown for the Treaty of Waitangi grievances of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua, including the loss of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua mana, people, lands, fisheries, forests and other taonga;
 - 3.4 To protect and enforce the guarantees that the Crown made to Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua pursuant to the Treaty of Waitangi.
4. The overriding objectives of obtaining a settlement are:
 - 4.1 To restore to Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua ownership and control of their ancestral lands, resources and taonga tuku iho;
 - 4.2 To establish an economic base for the whānau and Hapū of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua;
 - 4.3 To promote the education, health, employment and commercial opportunities of the people of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua;
 - 4.4 To promote and protect the tikanga, kawa, culture and Te Reo of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

**SECOND SCHEDULE
ELECTIONS OF TRUSTEES**

1. PROCEDURE

1.1 This Schedule to apply

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

1.2 Election to be by Hapū Karanga

Each Hapū Karanga, acting through the Adult Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust listed in the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust Register as registered with that Hapū Karanga, shall be entitled to elect one Trustee and one Alternate except in the case of Tamaki-Nui-a-Rua who shall be entitled to elect four Trustees and four Alternates..

2. ELIGIBILITY FOR APPOINTMENT AS TRUSTEE

2.1 Trustee to be registered

In order to be nominated as a Trustee, a person must:

- (a) be recorded on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust Register Register as an Adult Registered Member of the Hapū Karanga that he or she is seeking to represent; and
- (b) not be otherwise disqualified from holding office as a Trustee under rule 2.2 of this Schedule.

2.2 Eligibility to hold office

A candidate will not be eligible to hold office as a Trustee if he or she:

- (a) Had previously held office as a trustee and was terminated from this role because he or she refused to act unless four years have passed from the date that the Trustee ceased to hold office;

- (b) Had previously held office as a trustee and was terminated from this role because he or she was absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson unless four years have passed from the date that the Trustee ceased to hold office;
- (c) Had previously held office as a trustee and was terminated from this role because he or she acted in breach of the terms of the Trust Deed and/or their duties as a Trustee in a material respect unless four years have passed from the date that the Trustee ceased to hold office;
- (d) Had previously held office as a trustee and he or she was removed from office under clause 13.3 of this Deed because he or she acted in a manner that brought or was likely to bring the Trust into disrepute unless four years have passed from the date that the Trustee ceased to hold office;
- (e) Is physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (f) Is bankrupt or has made any composition or arrangement with his or her creditors;
- (g) is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988, or the Takeovers Act 1993;
- (h) is disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act;
- (i) An individual who is subject to a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act; or
- (j) Has been convicted of an indictable offence.

2.3 Where any question arises as to the eligibility of a Trustee to stand for election, their eligibility will be determined in the first instance by the other Trustees who are not standing for re-election. In the event that a dispute arises that dispute will be determined in accordance with the disputes resolution procedure at clause 16 or 17 of this Deed (as appropriate).

2.4 **Trustees not to be Trust employees**

A Trustee shall not hold the position of Chief Executive Officer nor shall a Trustee be employed as an employee of the Trust.

2.5 **Determination of Eligibility**

Eligibility to stand for election as a Trustee shall be determined at the closing date for nominations.

3. **ESTABLISHMENT TRUSTEES**

The Trustees of the Trust at the time the deed of trust dated 17 October 2011 was executed remained in office until new Trustees took office following the first election in accordance with this schedule. Those Trustees were:

- 3.1 Ākura: Hone Oneroa;
- 3.2 Tāmakinui-ā-Rua: Kahu Pene and Hayden Hape;
- 3.3 Te Oreore Marae: Pani Himona;
- 3.4 Hurunui-o-Rangi Marae: Ron Mark;
- 3.5 Pāpāwai Marae: Marama Tuuta;
- 3.6 Te Hika o Pāpāuma: Robin Potangaroa;
- 3.7 Ngāi Tumapūhia-a-Rangi: Ian Perry;
- 3.8 Wairarapa Moana: Kingi Smiler; and
- 3.9 Ngāti Hinewaka: Haami Te Whaiti.

4. **NUMBER OF TRUSTEES**

There shall be twelve Trustees made up of representatives of the following Hapū Karanga:

- (a) Ākura – One Trustee;
- (b) Tāmakinui-ā-Rua – Four Trustees;
- (c) Te Oreore Marae – One Trustee;
- (d) Hurunui-o-Rangi Marae– One Trustee;
- (e) Pāpāwai Marae– One Trustee;
- (f) Te Hika o Pāpāuma– One Trustee;
- (g) Ngāi Tumapūhia-a-Rangi– One Trustee;
- (h) Wairarapa Moana– One Trustee; and
- (i) Ngāti Hinewaka– One Trustee.

5. **TERM OF OFFICE**

5.1 **Term of office**

The Trustees from time to time shall hold office from the conclusion of the annual general meeting of the Trust in the Financial Year in which they are elected until the conclusion of the annual general meeting of the Trust in the Financial Year four years after.

5.2 **Eligibility of retiring Trustees**

Trustees retiring from office shall be eligible for reappointment subject to rule 2.2.

6. CASUAL VACANCIES

6.1 Casual vacancies

Should any casual vacancy arise as a result of a Trustee ceasing to hold office prior to the expiry of his or her Trustee's term of office then that vacancy shall be filled by the holding of a further election in accordance with this Schedule provided that where the vacancy occurs less than six months before the expiry of the Trustee's term, the Trustees shall have the discretion not to hold such an election and to appoint the Alternate as the Trustee for that Hapū Karanga

6.2 Consultation with Hapū Karanga

Prior to making the decision whether or not to hold an election under rule 6.1 the Trustees shall consult with the Members of the relevant Hapū Karanga. Notice of any such consultation hui shall be advertised prominently in any major newspapers circulating in regions where the Trustees consider that a significant number of members of the relevant Hapū Karanga reside. If the Trustees decide not to hold an election and to appoint the Alternate as the Trustee for that Hapū Karanga, the Hapū Karanga can appoint a new Alternate in accordance with their own internal procedures without the need for an election.

6.3 Term of casual appointments

In the case of a Trustee elected pursuant to rule 6.1 of this Schedule the Trustee thereby appointed shall hold office for the balance of the term of office of the Trustee that he or she has replaced.

6.4 Casual vacancies for Alternate Trustees

Where a casual vacancy arises as a result of an Alternate Trustee ceasing to hold office prior to the expiry of their term of office then the Hapū Karanga can appoint a new Alternate in accordance with their own internal procedures without the need for an election.

7. TIMING OF ELECTIONS

7.1 Timing of First Elections

The first elections in accordance with this Schedule must be concluded within two years from the date of execution of the deed of trust dated 17 October 2011.

7.2 **Timing**

The elections for Trustees in any given Financial Year must, except in the case of elections to fill casual vacancies under rule 6 of this Schedule, be concluded by the date of the Annual General Meeting of the Trust in that Income Year.

8. **MAKING OF NOMINATIONS**

8.1 **Calling for nominations**

The Trustees shall give notice calling for nominations for those Trustee positions for which elections are required at least three months before the date of the Annual General Meeting for the Trust for that Income Year. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Trustees or such other person as the notice directs.

8.2 **Timing for nominations**

All nominations must be lodged with the Trustees no later than 15 Business Days following the date upon which the notice calling for nominations is first given.

8.3 **Form of notice**

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

- (a) in writing sent to all Adult Registered Members by the means specified by each such Adult Registered Member in accordance with rule 6 of the Fifth Schedule, or where no means is specified," after "in writing sent to all Adult Registered Members to the last postal address shown on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register for each such Adult Registered Member;
- (b) by newspaper advertisement inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Trust considers that a significant number of Members of the relevant Hapū Karanga reside; and
- (c) by such other means as the Trustees may determine.

8.4 **Inclusion of invitation to register**

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register, and shall set out the date upon which the Trustees must receive the Registration Form in order for the person to vote, being the same date as that fixed as the latest date for casting a vote in accordance with this Schedule.

8.5 **Nomination to be in writing**

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than two (2) Adult Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua shown on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register as being entitled to vote in respect of the election of that candidate.

8.6 **Declaration of candidate**

Each candidate must sign a declaration on the nomination paper stating that they are eligible to stand for election and give their consent to the Trustees checking their criminal record. In the event that a candidate does not sign this declaration and consent their nomination will be deemed to be invalid.

8.7 **Consent of candidate**

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

9. **HOLDING OF ELECTIONS**

9.1 **Mode of voting at elections**

Voting at all elections shall be by way of secret ballot provided that voters can cast their votes by any one of the following methods:

- (a) Postal voting;
- (b) By delivering their voting form to the Chief Returning Officer at an Annual or Special General Meeting; or
- (c) Electronic voting (where available and at the discretion of the Trustees).

9.2 Election of Highest Polling Candidate as Trustee

The highest polling candidate for each Hapū Karanga shall be deemed to have been elected as Trustee except in the case of Tamaki-Nui-a-Rua where the four highest polling candidates shall be deemed to have been elected as Trustees. Where there is an equality of votes between any candidates and the number of votes will determine which candidate will be appointed as a Trustee, the Chief Returning Officer shall determine by lot which candidate shall be deemed to be appointed.

9.3 Election of Second Highest Polling Candidate as Alternate

The second highest polling candidate for each Hapū Karanga shall be deemed to have been elected as an Alternate except in the case of Tamaki-Nui-a-Rua where the four next highest polling candidates equal to the number of Alternate positions available shall be deemed to have been elected as Alternates.

9.4 No election where where same number of nominees as positions available

In the event that there is the same number of nominations as positions available for any Hapū Karanga, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed. In the event that no election is necessary the names of the person or persons appointed as Trustees shall be announced at the Annual General Meeting during which the election would have been held. In the event that no election is necessary and the election would have been held at a Special General Meeting, then it shall not be necessary to hold a Special General Meeting for the purposes of announcing the results and the results shall be announced:

- (a) by newspaper advertisement inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Trustees consider that a significant number of Members of the Hapū Karanga the election relates to reside; and
- (b) by such other means as the Trustees may determine.

9.5 Election at Annual General Meeting

After the initial election voting for every election, except those relating to casual vacancies, shall take place at the Annual General Meeting in the year during which the Trustee's term expires provided that Adult Registered Members may also cast their vote by one of the other methods set out in rule 7.1.

9.6 **Election at Special General Meeting**

The Trustees shall call a Special General Meeting for the purpose of holding an election if:

- (a) An election is required to fill a casual vacancy under rule 6 of this Schedule; or
- (b) A Trustee's position remains vacant after an election has been held in accordance with this schedule.

9.7 **Eligibility to vote**

Each Adult Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua is eligible to vote in an election, provided that:

- (a) each such Adult Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua will only be eligible to cast one vote in an election and may only vote in elections for one Hapū Karanga;
- (b) each such Adult Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua is either an Adult Registered Member registered with the Hapū Karanga for which the election is being held or has completed and sent with their voting form a Registration Form seeking registration for the Hapū Karanga for which the election is being held.

Provided that where an Adult Member has changed the Hapū Karanga with which they are registered for the purpose of trustee voting they shall not be eligible to vote in more than one election in a four year period.

9.8 **Provisional votes**

Where an Adult Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua is not also an Adult Registered Member and has voted in accordance with rule 9.7(b) of this Schedule:

- (a) such vote is provisional until such time as the Registration Form is approved by the Whakapapa Validation Committee as set out in the Fourth Schedule; and

- (b) where the Registration Form is declined in accordance with the Fourth Schedule, the said vote will be invalidated.

10. NOTICE OF ELECTIONS

10.1 Closing date for postal ballot

Immediately after the closing date for nominations, the Trustees shall, where an election is required fix a closing date for the postal ballot and, if applicable, the electronic ballots (being the last day upon which either a postal or electronic vote may be validly cast in the election).

10.2 Period of notice

The Trustees shall give not less than 20 Business Days notice of the closing date for the postal and electronic ballots and the method by which votes may be cast as set out in rule 9.1 of this Schedule. Notice given under this rule may be given at the same time as notice of the Annual or Special General Meeting given under clause 7.3 or 7.4 of this Deed.

10.3 Method of giving notice

Notice under rule 10.2 of this Schedule shall be given:

- (a) in writing sent to all Adult Registered Members by the means specified by each such Adult Registered Member in accordance with rule 6 of the Fifth Schedule, or where no means is specified," after "in writing sent to all Adult Registered Members to the last address shown on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register for each such Adult Registered Member;
- (b) by newspaper advertisement inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Trust considers that a significant number of Members of the relevant Hapū Karanga reside; and
- (c) by such other means as the Trustees may determine.

10.4 General Content of notices

Every notice given in accordance with rule 10.3(a), (b) and (c) of this Schedule shall contain:

- (a) The date, time and venue of the Annual General Meeting or Special General Meeting at which the election will be held;
- (b) Which of the Trustee positions are open for election and a list of the candidates for election as Trustees; and
- (c) the methods by which votes may be cast as set out in rule 9.1 of this Schedule.

10.5 Additional content of written notice

Each notice given in accordance with rule 10.3(a) of this Schedule shall also contain:

- (a) a voting form that complies with rule 11.1 of this Schedule;
- (b) details of the procedure to be followed in making a vote by post, including the closing date for the postal ballot and the date by which the voting form must be received by the Chief Returning Officer;
- (c) the address to which the voting form shall be posted or delivered to the Chief Returning Officer;
- (d) details of the procedure to be followed in making a vote at an Annual General Meeting or Special General Meeting including the time by which a voting form must be received by the Chief Returning Officer or his or her nominee at the relevant Annual General Meeting or Special General Meeting;
- (e) where applicable, the details of the procedure to be following in making a vote by electronic means including the date by which an electronic vote must be made.

10.6 Additional information in other notices

Each notice given in accordance with rule 10.3(b) and (c) of this Schedule shall also give details about how voting forms may be obtained.

11. **POSTAL VOTING**

11.1 **Other details to accompany vote**

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

11.2 **Timing of postal votes**

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

11.3 **Votes may be received at the Annual or Special General Meeting**

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

12. **ELECTRONIC VOTING**

12.1 **Method of electronic voting**

Each electronic vote must contain information that is sufficient to identify the elector.

12.2 **Timing of electronic votes**

Votes must be cast no later than the closing date and time for the electronic ballot.

13. **APPOINTMENT OF CHIEF RETURNING OFFICER**

13.1 **Appointment of Chief Returning Officer**

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

13.2 Chief Returning Officer to receive voting forms

All postal voting forms must be addressed to the Chief Returning Officer and, where electronic voting is available, all electronic votes must be received by the Chief Returning Officer.

13.3 Chief Returning Officer to be present at Annual or Special General Meeting where election held

The Chief Returning Officer or his or her nominee must be present at the any Annual or Special General Meeting where an election is to be held. The Chief Returning Officer or his or her nominee will be available to collect any completed voting forms at the Annual or Special General Meeting.

13.4 Only one vote to be cast

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua who is eligible to vote and votes in the relevant election.

13.5 Recording of votes

A record shall be kept by the Chief Returning Officer of all postal votes received and all electronic votes cast (if applicable), including separate records of votes received from Adult Registered Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua and provisional votes received from Adult Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua under rule 9.7(b).

14. OUTCOME OF ELECTION**14.1 All votes to be counted**

At the time and date for completion of voting in an election under this schedule, the Chief Returning Officer shall record and count all votes validly cast provided that the Chief Returning Officer may commence recording and counting those votes that have been validly cast prior to the end of the voting period.

14.2 Certification and notifying election result

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

thereafter advise the candidates of the result and where possible give notice of the same at the Annual or Special General Meeting of the Trust in accordance with clause 7.1(b) of the Deed.

14.3 Certification and notifying election result other than at Annual or Special General Meeting

In the event that the Chief Returning Officer is not able to certify the result of the election prior to the conclusion of the Annual or Special General Meeting then the notice of the election results will be given:

- (a) by newspaper advertisement inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Trustees consider that a significant number of Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua reside; and
- (b) by such other means as the Trustees may determine.

14.4 New Trustees to take office

The new Trustees will take office on announcement of the result of the elections. In the event that the result of the elections is announced in accordance with rules 9.4(a) or 14.3(a) the date that the Trustees will take office shall be the date that the first newspaper advertisement is published.

14.5 Provisional votes

Where, in respect of any election, one or more provisional votes has been cast in accordance with rule 9.7(b) of this Schedule:

- (a) If the validity or otherwise of the provisional votes may affect the outcome of the election the Chief Returning Officer must not certify the result of the election until the validity of the provisional votes has been confirmed pursuant to rule 9.8 of this Schedule and any valid provisional vote has been counted; or
- (b) If the validity or otherwise of the provisional votes will not affect the result of the election the Chief Returning Officer may certify the result notwithstanding that the validity of the provisional votes has not been confirmed pursuant to rule 9.8 of this Schedule and the provisional votes have not been counted. In

the event that the Chief Returning Officer certifies the result in accordance with this rule he or she does not need to confirm the validity of any provisional votes.

15. RETENTION OF ELECTION RECORDS

15.1 Compiling and sealing voting records

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

15.2 Retention and disposal of packets

Subject to rule 16 of this Schedule the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trustees for a period of one year from the closing date for making votes in the election to which the packet relates. Upon the expiry of that one year period the packets shall be destroyed unopened.

16. REVIEW OF ELECTION RESULTS

16.1 Candidates may seek review

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

16.2 Appointment of Electoral Review Officer

For the purposes of carrying out reviews in respect of any election the Trustees shall ensure that an Electoral Review Officer is appointed. The Electoral Review Officer shall be the person nominated from time to time by the President of the New Zealand Law Society (Wellington Branch) or his or her nominee.

16.3 Electoral Review Officer to conduct reviews

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

16.4 Form of request for review

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

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

16.5 Service of application on other candidates

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

16.6 Costs

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

17. CONDUCT OF REVIEW**17.1 Notification of Electoral Review Officer**

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

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

17.2 Electoral Review Officer to exercise wide powers

Subject to compliance by the Electoral Review Officer with the rules of natural justice the Electoral Review Officer shall have the power to inquire into and decide upon any matter relating to a review in such manner as he or she thinks fit and, in particular, may open the sealed packet of voting forms and other voting documents and 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.

17.3 Electoral Review Officer to be guided by substantial merits

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

17.4 Certification of result of review

At the conclusion of the Electoral Review Officer's consideration of the review he or she shall determine whether the election was valid. If it is determined that the election was not valid and that the election should be conducted again, the Electoral Review Officer shall forthwith certify his or her decision with reasons to the Trustees. The Trustees shall then give notice of the result of the review and advise the candidates of the outcome. In the event that the Electoral Review Officer decides that the election should be conducted again, the Trustees shall call a further election in accordance with this Schedule with any necessary amendment.

17.5 Decision to be final

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

18. TERMINATION OF OFFICE OF TRUSTEES**18.1 Termination of office of Trustees**

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

- (a) retires from office by giving written notice to the other Trustees;
- (b) completes his or her term of office and is not re-elected;
- (c) refuses to act;
- (d) is absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) acts in breach of the terms of the Trust Deed and/or their duties as a Trustee in a material respect including where a Trustee has provided false information to the Trust;
- (f) is removed from office pursuant to clause 13.3 (Trustees not to bring the Trust into disrepute);
- (g) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (h) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (i) becomes prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988, or the Takeovers Act 1993;
- (j) becomes disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act;
- (k) becomes an individual who is subject to a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act; r
- (l) is convicted of an indictable offence; or

(m) dies.

Where any question arises as to the eligibility of a Trustee to hold office, their eligibility will be determined in the first instance by the other Trustees. In the event that a dispute arises that dispute will be determined in accordance with the disputes resolution procedure at clause 16 or 17 of this Deed (as appropriate).

18.2 Suspension while eligibility determined

The Trustees at their discretion may suspend a Trustee about which a question has arisen as to their eligibility at any time during the determination of their eligibility. Any suspension shall be for a maximum period of three months with the ability to extend the period of suspension for a further three month period by Trustee resolution. During any period of suspension the Alternate Trustee for that Hapu Karanga, or in the case of Tamaki-Nui-a-Rua the highest polling Alternate Trustee, shall have all the rights and responsibilities of a Trustee.

19. RECORD OF CHANGES OF TRUSTEES

19.1 Record of changes of Trustees

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

THIRD SCHEDULE
PROCEEDINGS OF TRUSTEES

1. TRUSTEES TO REGULATE MEETINGS

1.1 Regulation of meetings

The Trustees shall meet together not less than three times in an Financial Year at not greater than four-monthly intervals for the dispatch of business. Any two Trustees may at any time by notice in writing to the other Trustees summon a meeting of the Trustees and the Trustees shall take such steps as are necessary to convene such meeting.

2. NOTICE OF MEETING

2.1 Notice to Trustees

The Chairperson shall ensure that written notice of every meeting is given to each Trustee by hand-delivery, post, facsimile or by electronic means at least seven days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand unless that Trustee has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice

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

2.3 Waiver of notice

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

2.4 Meeting limited to notified business

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

2.5 **Deficiency of notice**

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

3. **QUORUM**

3.1 **Quorum**

A majority of the Trustees holding office for the time being shall constitute a quorum at meetings of the Trustees.

4. **OFFICE HOLDERS**

4.1 **Trustees to elect**

At the first meeting of the Trustees following an election the Trustees shall appoint one of their number to be chairperson ("**Chairperson**") and (at their discretion) one to be deputy chairperson ("**Deputy Chairperson**"), one person to be treasurer ("**Treasurer**") and one person to be secretary ("**Secretary**").

4.2 **Voting on election**

Where there is more than one candidate for Chairperson (or as the case may be Deputy Chairperson, Treasurer or Secretary) 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, Treasurer or Secretary).

4.3 **Termination of office**

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

5. PROCEEDINGS AT MEETINGS

5.1 Decisions to be by consensus where possible

Trustees shall at all times endeavour to make decisions by mutual agreement and consensus. Where it is not possible to reach a consensus, questions arising at any meeting of Trustees shall be decided by a majority of votes in the manner determined by the Chairperson. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

5.2 Chairperson

The Chairperson shall take the chair at all the meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the Chair. If there is no Deputy Chairperson or the Deputy Chairperson is also not present then the Trustees present shall elect one of their number to be chairperson of the meeting. In the case of an equality of votes the chairperson of the meeting shall have a second or casting vote.

5.3 Vacancies

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

5.4 Defects of appointment

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

5.5 Unruly meetings

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

notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

6. **ADVISORY TRUSTEES**

6.1 **Trustees may appoint Advisory Trustees**

The Trustees may appoint any person as Advisory Trustees to provide advice on the administration of the Trust generally or on any matter or matters relating to the Trust as required by the Trustees.

6.2 **Role of Advisory Trustees**

The role of any Advisory Trustee appointed pursuant to rule 6.1 is solely to provide advice to the Trustees, and it is at the discretion of the Trustees whether or not to follow that advice. For the sake of clarity it is recorded that any Advisory Trustee is not a Trustee, and as such shall not:

6.2.1 be counted in the quorum of the Trustees;

6.2.2 have any trust property vested in them; or

6.2.3 have any rights, powers, obligations or liabilities of a Trustee.

7. **KAUMĀTUA**

7.1 **Appointment of Kaumātua**

The Trust shall invite the Wairarapa Kaumātua Council and the Tāmaki Nui-ā-Rua Taiwhenua to appoint one Kaumātua each to act as Kaumātua.

7.2 **Eligibility for appointment**

To be eligible to be appointed as a Kaumātua those Kaumātua must be Adult Registered Members. Kaumātua appointed to the Trust shall be of good standing and knowledgeable of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua tikanga, reo, kawa and kōrero.

7.3 **Role of Kaumātua**

Kaumātua shall be responsible for protecting the mauri of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua and facilitating the meetings and discussions of the Trust in connection with the tikanga, reo, kawa and kōrero of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua. Kaumātua may attend Trust meetings and provide advice on issues relating to the tikanga, reo, kawa and kōrero of Ngāti Kahungunu ki Wairarapa and Tamaki Nui a Rua but a Kaumātua is not a Trustee, and as such shall not:

7.3.1 be counted in the quorum of the Trustees;

7.3.2 have any trust property vested in them; or

7.3.3 have any rights, powers, obligations or liabilities of a Trustee.

7.4 **Remuneration of Kaumātua**

The Trustees shall determine the remuneration payable to the Kaumātua.

8. **DELEGATION BY TRUSTEES**

8.1 **Trustees may delegate**

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

8.2 **Trustees to remain responsible**

Notwithstanding the delegation by the Trustees of any of their powers under rule 8.1 of this Schedule, the Trustees shall remain responsible for the exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:

- (a) believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Deed and the duties owed by the Trustees in the exercise of their office under this Deed; and

- (b) have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.

8.3 **Regulation of procedure by committees**

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

9. **ADOPTION OF POLICIES**

From time to time the Trustees may adopt by Trustee resolution such policies as they deem appropriate including policies in relation to the financial management of the affairs of the Trust and otherwise in connection with the operation of the Trust.

10. **RESOLUTIONS**

A written resolution signed or authorised in writing by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed or authorised in writing by one or more of the Trustees or members of the committee (as the case may be).

11. **MINUTES**

11.1 **Minutes to be kept**

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

11.2 **Minutes to be evidence of proceedings**

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

11.3 **Minutes to be evidence of proper conduct**

Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the

meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

12. **TELECONFERENCE OR VIDEOCONFERENCE MEETINGS**

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

- (a) all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of a Teleconference or Videoconference 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 or Videoconference Meeting each participant must be able to hear each of the other participants taking part;
- (c) at the beginning of the Teleconference or Videoconference 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 or Videoconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the Chairperson's express consent. Accordingly, a participant shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference or Videoconference Meeting unless he or she leaves the meeting with the Chairperson's express consent;
- (e) a minute of the proceedings at the Teleconference or Videoconference 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.

13. FORMS OF CONTRACTS

13.1 **Contracts by deed**

Any contract which, if made between private persons, must be by deed, shall, if made by the Trustees, be in writing under the seal of the Trust.

13.2 **Contracts in writing**

Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract shall, if made by the Trustees, be in writing signed by two Trustees on behalf of or by direction of the Trustees.

13.3 **Oral contracts**

Any contract which, if made by private persons, may be made orally, may be made in the same manner by or on behalf of the Trust by any Trustee, in either case acting by direction of the Trustees.

13.4 **Contracts pursuant to resolution**

Notwithstanding anything to the contrary in this rule 13, no contract made by or on behalf of the Trustees shall be invalid by reason only that it was not made in the manner provided by this rule, if it was made pursuant to a resolution of the Trustees.

FOURTH SCHEDULE
PROCEDURE FOR PASSING SPECIAL RESOLUTION

1. THIS SCHEDULE TO APPLY

A Special Resolution to:

- (a) amend this Trust Deed;
- (b) alter the composition of the Hapū Karanga;
- (c) approve a Post Settlement Governance Entity structure;
- (d) approve a Deed of Settlement; or
- (e) wind up the Trust,

shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING

Voting on a Special Resolution shall occur either:

- (a) placing voting forms into a ballot box in person at a hui held for the purposes of considering the Special Resolution,
- (b) by post; or
- (c) by electronic means (where available and at the discretion of the Trustees)

3. VOTING

In order for a Special Resolution to be passed, it must receive the approval of not less than 70% of those Registered Adult Members who validly cast a vote in accordance with this Schedule with the exception of a special resolution for the

approval of a Post Settlement Governance Entity or any Deed of Settlement in which case whether or not a sufficient degree of approval has been given will be agreed as between the Trustees and the Crown following the completion of this special resolution procedure.

4. SPECIAL GENERAL MEETING REQUIRED

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

5. ADDITIONAL HUI TO CONSIDER SPECIFIC SPECIAL RESOLUTIONS

Additional hui may also be called to consider any special resolution for the approval of a Post Settlement Governance Entity or any Deed of Settlement. In the event that additional hui are called, votes may also be cast by placing voting forms into a ballot box in person at the hui and the provisions of this schedule will apply with any necessary amendment.

6. NOTICE

6.1 Notice of special general meeting

The Trustees shall give not less than 20 Business Days of notice of the date, time and place of the special general meeting, called for the purposes of considering any Special Resolution.

6.2 Method of giving notice

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

- (a) in writing sent to all Adult Registered Members by the means specified by each such Adult Registered Member in accordance with rule 6 of the Fifth Schedule, or where no means is specified," after "in writing sent to all Adult Registered Members to the last address shown on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register for each such Adult Registered Member;

- (b) by newspaper advertisement inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Trust considers that a significant number of Members of the relevant Hapū Karanga reside; and
- (c) by such other means as the Trustees may determine.

6.3 **Content of notice to Members**

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

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

6.4 **Content of advertisement**

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

7. **POSTAL VOTING**

7.1 **Other details to accompany vote**

Each voting form must contain sufficient information to identify the voter.

7.2 **Timing of Postal Votes**

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

7.3 **Postal Votes may be received at the special general meeting**

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

8. **APPOINTMENT OF CHIEF RETURNING OFFICER**

8.1 **Appointment of Chief Returning Officer**

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

8.2 **Chief Returning Officer to receive voting forms**

Voting forms must be received by the Chief Returning Officer.

8.3 **Chief Returning Officer to be present at Special General Meeting**

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

8.4 **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 Registered Adult Member who votes on the Special Resolution.

8.5 **Recording of votes**

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

9. COUNTING OF VOTES

9.1 All votes to be counted

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

9.2 Certification and notifying result

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

9.3 Invalidation

The Special Resolution process shall not be invalid due to a failure to comply with the technical requirements of this Deed provided that:

- (a) the process followed complied with the substance of the requirements of this Deed; and
- (b) any failure did not have a material effect on the result of the process.

FIFTH SCHEDULE
NGĀTI KAHUNGUNU KI WAIRARAPA-TĀMAKI NUI Ā RUA REGISTER

1. TRUSTEES TO KEEP REGISTER

1.1 Trustees to maintain register:

The Trustees shall administer and maintain the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register, which is a register of the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

1.2 Register to comply with this Schedule:

The Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register shall be confirmed and maintained in accordance with the rules and procedures set out in this schedule.

2. CONTENTS OF REGISTER

2.1 Register to contain Members' details

The Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register shall:

(a) record the names, dates of birth, and addresses of the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua and shall specify for voting purposes:

(i) Whether the member is 18 years of age or over; and

(ii) The Hapū Karanga that the Member has chosen to register with for the purposes of Trustee elections.

(b) Include separate registers of electors for each Hapū Karanga.

2.2 Voting Registration limited to one Hapū Karanga

No Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua shall be shown on the Register as registering with more than one Hapū Karanga.

2.3 **Beneficiary Registration Number**

The Trustees will allocate a beneficiary registration number to each Adult Registered Member. The Trustees will immediately after allocation, notify the relevant Adult Registered Member of his or her beneficiary registration number.

3. **APPLICATIONS FOR REGISTRATION**

3.1 **Form of applications:**

Any applications for registration as a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua must be made in writing to the Trust in the form approved by the Trustees from time to time. The application must contain:

- (a) the full name and date of birth of the applicant;
- (b) the address (postal or electronic) to which any notice to the applicant shall be sent;
- (c) the name of the Hapū the applicant claims affiliation to;
- (d) the Hapū Karanga the applicant wishes to register as a member of;
- (e) such evidence as the Trustees may from time to time require as to that applicant's status as a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

3.2 **Amendment of Member Details**

Any Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua may amend his or her details as they appear on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register by submitting a new application form in accordance with rule 3.1 above.

4. **DECISIONS AS TO MEMBERSHIP**

4.1 **Whakapapa Committee to be established:**

The Trustees shall establish a Whakapapa Committee to make decisions on any application for the registration of membership made pursuant to rule 3 of this Schedule.

4.2 Composition of Whakapapa Committee:

The Whakapapa Committee shall comprise 3 Adult Registered Members, appointed by the Trustees from time to time, with the expertise and knowledge of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua whakapapa may be appointed to the Whakapapa Committee.

4.3 Consideration of applications:

All applications for membership pursuant to rule 3 of this Schedule with any supporting evidence shall be forwarded by the Trustees to the Whakapapa Committee. Any applications without supporting evidence shall be returned to the applicant with an explanation of the evidence required.

4.4 Decisions to be made on applications:

Upon receipt of an application for membership in accordance with rule 3 of this Schedule, the Whakapapa Committee shall consider the application and, following consultation with the Hapū Karanga that the applicant wishes to register as a member of, shall make a decision as to whether the application should be accepted and the applicant registered as a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

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 shall be notified in writing to the Trustees, which shall in turn notify the applicant and enter the applicant's name and other relevant details on the appropriate part of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register.

4.6 Notification of unsuccessful applicants:

In the event that the Whakapapa Committee decides to decline the application for registration as a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua then such decision shall be conveyed in writing to the Trustees, together with the reasons for the decision. The Trustees shall then notify the applicant in writing of the decisions 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 Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

5. MAINTENANCE OF REGISTER

5.1 Trustees to establish policies:

The Trustees shall take such steps and institute such policies as are necessary to ensure that the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua, including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua are removed from the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register.

5.2 Assistance in identifying membership:

In maintaining the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register the Trustees shall include in the policies that it develops, policies for assisting in the identification and registration of those Members of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua that are not for the time being on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register.

5.3 Responsibility of Members of Ngāti Kahungunu ki Wairarapa-Tamaki Nui a Rua:

Notwithstanding rules 1.1 and 5.2 of this schedule, it shall be the responsibility of each person who is a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua, to ensure that his or her name is included on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register and that his or her full postal address for the time being is provided and updated.

5.4 Consequences of registration:

Registration of any person on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register as a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua shall be conclusive evidence of that person's status as a Member of Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua.

6. METHOD OF PRIVATE NOTICE

Any Adult Registered Member may request that any written notice given to them shall be given by any one or more of the following means:

- (a) Ordinary post to the address recorded on the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Register for that Adult Registered Member;
- (b) Electronic mail to an email address specified by that Adult Registered Member; or
- (c) Any other means of communication that is private to the recipient

SIXTH SCHEDULE
LIST OF HAPŪ

Mere Te Huinga	Ngāti Hinewaka	Ngāti Pohatu	Ngāti Te Kari
Nga Tangimoana	Ngāti Hopara	Ngāti Pohoi	Ngāti Te Kawekairangi
Ngāi Hangarakau	Ngāti Horohanga	Ngāti Puha	Ngāti Te Korou [^]
Ngāi Herukokiri	Ngāti Ihaka Rautahi [^]	Ngāti Punarewa [^]	Ngāti Te Noti ^{**}
Ngāi Pakaru	Ngāti Ira ^{**^}	Ngāti Puta [*]	Ngāti Te Opekai
Ngāi Tahu ^{**}	Ngāti Kahukuraawhitia	Ngāti Raekaumoana [^]	Ngāti Te Rangikoianake
Ngāi Tahu- Makakanui	Ngāti Kahukuranui	Ngāti Raetea ^{**}	Ngāti Te Rangitawhanga [^]
Ngāi Tahuahi [^]	Ngāti Kahungunu	Ngāti Rakaihikuroa	Ngāti Te Rangiwhakaoma
Ngāi Tamahau ^{**}	Ngāti Kaihuitu	Ngāti Rakaipaaka [*]	Ngāti Te Rautangata [^]
Ngāi Taneroa [^] a.k.a. Ngāi Taneroroa	Ngāti Kaingaahi	Ngāti Rakairangi	Ngāti Te Riponga
Ngāi Tangihia	Ngāti Kaiparuparu [^]	Ngāti Rakaiwhakairi a.k.a. Ngāti Rangiwhakairi	Ngāti Te Rore
Ngāi Te Ao [*]	Ngāti Kaitahi	Ngāti Rangaranga	Ngāti Te Ruinga
Ngāi Te Aomataura	Ngāti Kaiwahie	Ngāti Rangiakau	Ngāti Te Tohinga [^]
Ngāi Te Huki	Ngāti Kakawa [^]	Ngāti Rangitataia	Ngāti Te Tomo
Ngāi Te Rangi	Ngāti Kauhi [^]	Ngāti Rangitehewa	Ngāti Te Umuiti
Ngāi Te Rangitāwhanga	Ngāti Kaumoana [^]	Ngāti Rangitotohu ^{***}	Ngāti Te Whaiwhenua
Ngāi Te	Ngāti Kere [*]	Ngāti	Ngāti Te Whatui ^{**}

Rehunga*		Rangiwhakaewa**	
Ngāi Torohewaho	Ngāti Kikiri	Ngāti Raukau	Ngāti Te Wheke
Ngāi Tukaihara	Ngāti Kirikohatu^	Ngāti Rongomaiaia	Ngāti Te Whiunga
Ngāi Tukoko**	Ngāti Komuka	Ngāti Rua	Ngāti Tu*
Ngāi Tūmapuhia- ā- Rangi**	Ngāti Koro**	Ngāti Ruawahia	Ngāti Tuhakeke^
Ngāi Tumokai	Ngāti Koura*	Ngāti Ruawahine	Ngāti Tukoko**
Ngāi Tunuiarangi	Ngāti Maahu^	Ngāti Tahitokuru	Ngāti Tumanawa
Ngāi Tuohungia^	Ngāti Marere	Ngāti Taitama	Ngāti Tumanuhiri
Ngāi Tutemiha	Ngāti Maru	Ngāti Takoto	Ngāti Tupai
Ngāi Whaiwhati	Ngāti Mariunga^	Ngāti Tamaiwhakakitea^	Ngāti Turanga* ^
Ngāti Hakeke	Ngāti Matangihia	Ngāti Tangatakau**	Ngāti Tutawake^
Ngāti Hamua**	Ngāti Matangiuru**	Ngāti Tapatu	Ngāti Tutohengarangi
Ngāti Hikarahui^	Ngāti Matehou	Ngāti Tatuki	Ngāti Upokoiri*
Ngāti Hikarara	Ngāti Meroiti**	Ngāti Tauiao**	Ngāti Waipuhoro^
Ngāti Hikawera	Ngāti Moe***	Ngāti Te Ahuahu	Ngāti Wananga
Ngāti Hinaariki^	Ngāti Mopuna	Ngāti Te Ao* ^	Ngāti Whakamana**
Ngāti Hinearangi	Ngāti Muretu^	Ngāti Te Aokino	Ngāti Whatangarerewa
Ngāti Hinekorako	Ngāti Mutuahi**	Ngāti Te Aomatarahi	Ngāti Whātuiāpiti
Ngāti Hinemanu*	Ngāti Ngapuoterangi	Ngāti Te Aomataura^	Ngāti Whiritoroa
Ngāti Hinepare^	Ngāti Noti	Ngāti Te Atawha**	Te Ahu a Turanga
Ngāti Hinerangi	Ngāti Pa te Ika^	Ngāti Te Hangarakau	Te Hika o Pāpāuma**
Ngāti Hinerarau	Ngāti Pakapaka**	Ngāti Te Hau	Te Uma Whanui

Ngāti Hineraumoa	Ngāti Pakuahi [^]	Ngāti Te Hauaitu [^]	Tu mai te Uru [^]
Ngāti Hinetauira ^{**}	Ngāti Pakuia [^]	Ngāti Te Hina ^{**}	
Ngāti Hinetea	Ngāti Parakiore ^{**}	Ngāti Te Hukairangi	
Ngāti Hinetearorangi ^{**}	Ngāti Parera	Ngāti Te Kai [^]	

The hapū marked with asterisks (*) are also included in the claimant definitions of other large natural groups. The Trustees will agree the approach to these hapū with the Crown following discussions with the relevant groups.

The Trustees acknowledge that some of the hapū listed above are also claimed by Rangitāne and have been identified by the Rangitāne Settlement Negotiations Trust (“RSNT”) in its Deed of Mandate. Those hapū are marked with two asterisks (**). Discussions regarding the extent of each group’s interest in those hapū will take place in accordance with the Treaty Settlement Engagement Policy agreed between the Trustees and RSNT. Where hapū appear in both the claimant definition of RSNT and another large natural group they are marked with three asterisks (***)

RSNT has not included hapū in its Deed of Mandate which it considers to be historical. RSNT has however identified historical hapū as part of the Treaty Settlement Engagement Policy agreed between the Trustees and RSNT. The hapū marked with a caret (^) have been identified by RSNT as having Rangitāne whakapapa.

Further hapū may be added as additional research is undertaken.

SEVENTH SCHEDULE

MAP OF NGĀTI KAHUNGUNU KI WAIRARAPA-TAMAKI NUI A RUA ROHE



Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Claim Boundary

NOTE: This area of interest is for the purposes of the negotiations for the settlement of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Claims and does not delineate iwi boundaries.

**EIGHTH SCHEDULE
LIST OF HAPŪ KARANGA**

[a.] Ākura

Comprising these Hapū:

Ngāti Te Hau	Ngāti Te Whaiwhenua	Ngāti Te Ahuahu	Ngāti Ruawahine
Ngāti Matangiuru	Ngāti Kaingaahi	Ngāti Ruawahia	Ngāti Mopuna
Ngāti Kahungunu	Ngāti Ira	Ngāti Matangihia	Ngāti Te Tohinga
Ngāti Kaiparuparu	Ngāti Moe	Ngāti Te Wheke	Ngāti Matehou
Ngāti Te Hina	Ngāi Tahuahi	Ngāti Kahukuraawhitia	Ngāi Tamahau
Ngāti Te Aomataura	Ngāti Maahu	Ngāti Te Hauaitu	Ngāti Rakaiwhakairi
Ngāti Puha	Ngāti Hinekorako	Ngāti Tuhakeke	Ngāti Kirikohatu
Ngāti Te Aomatarahi	Ngāti Hinetearorangi	Ngāti Kahukuranui	Ngāti Tutawake
Ngāi Tahu	Ngāti Rongomaiaia	Ngāti Hinepare	Ngāti Te Ao
Ngāti Taitama	Ngāi Tunuiarangi	Ngāti Tangatakau	Ngāti Mariunga
Ngāti Te Whiunga	Ngāti Pohatu	Ngāti Takoto	Ngāti Te Noti
Ngāti Kaiwahie	Ngāti Wananga	Ngāti Te Whatui	Ngāti Horohanga
Ngāti Puta	Ngāti Hinetea	Ngāti Komuka	Ngāti Te Umuiti
Ngāti Te Rore	Ngāti Raukau	Ngāti Hineararangi	Ngāti Te Kari
Ngāti Raetea	Ngāti Marere	Ngāti Te Kai	Ngāti Hikawera
Ngāti Parera	Ngāti Hinerangi	Ngāti Tamaiwhakakitea	

Whenua

Tauwharenikau 4 [Moroa], Manawatu, Opaki Waipoua, Tupapakuraa, Makoura, Kohangawariwari, Taratahi, Hikawera, Karamu, Manaia, Tararua, Tirohanga, Akura, Makirikiri, Te Para, Taumata o Tiaki, Kuripuni, Paerau;me, Kaikokirikiri.

Awa

Ruamahanga River, Waiohine River, Waingawa [Awangawanga], Waipoua, Makoura Stream [Wakamoekau, Makakaweka];me, Kuripuni.

And whose geographical area of interest is:

Te Rongomahina mau ana ki Mangatakoto mau ana ki Whakarongorongo mau ana ki te awa o Tutahuna ki Piripiri ki Mamaukarua, mau ana ki Waipoua ki Piripiri ki Ruapautihi mau ana ki Kaitamarote ki Mahikiekie ki te ngutu o Mangatakoto mau ana ki Te Papa o te Kohatu ki Te Huru o te Koromiko ki Marapu ki Kapupo ki te Manga a Te Wakarihi ki te Awa o Tawhiti Waingawa mau ana ki roto ki Waipoua ki te rohe Pihopa o Aotearoa [Rongo Parahirahi] mau ana ki Wharerua ki te rua o Takiwhenua mau ana ki Mopuna ki te rohe o Akura ki Waingawa ka whati i runga i te rohe o Wiremu Kingi i araitia te rohe o Te Manihera mau ana ki Rangitakaiwaho me Piripiri ka hoki ki Rongomahina.



[b.] Tāmaki Nui-ā-Rua (Two Seats)

Comprising these Hapū:

Ngāti Pakapaka	Ngāti Whātuiāpiti	Ngāti Te Riponga	Ngāti Rangiwahakaewa
Ngāti Te Ruinga	Ngāti Ihaka Rautahi	Te Hika O Papauma	Ngāti Tu
Ngāti Kere	Ngāti Rakaihikuroa	Ngāi Tangihia	Ngāti Whiritoroa
Ngāi Torohewaho	Ngāi Tumokai	Ngāti Hamua	Ngāi Tahu
Nga Tangimoana	Ngāti Kahungunu	Ngāti Upokoiri	Ngāti Hinemanu
Ngāti Mutuahi	Ngāti Hikawera	Ngāti Te Opekai	Ngāti Te Hukairangi
Ngāti Koro	Ngāti Pohoi	Ngāti Hinerarau	Ngāi Tūmapuhia-ā-Rangi
Ngāi Pakaru	Ngāi Te Rangi	Ngāi Te Rehunga	Ngāi Herukokiri
Ngāi Te Huki	Ngāti Kikiri	Ngāi Whaiwhati	Ngāti Rangitotohu
Te Ahu a Turanga	Ngāti Te Rangikoianake		

Comprising these Marae:

Tahoraiti, Aotea [Makirikiri], Kaitoki Memorial Hall, Whiti Te Ra [Poherau], Te Ahu A Turanga [Woodville], Te Kohanga Whakawhaiti, Papauma, Te Aroha o Oahanga.

Nga Hau e Wha refers to these marae: Kaitoki Memorial Hall, Aotea Makirikiri, Te Ahu a Turanga [Woodville] and Te Kohanga Whakawhaiti o te Iwi.

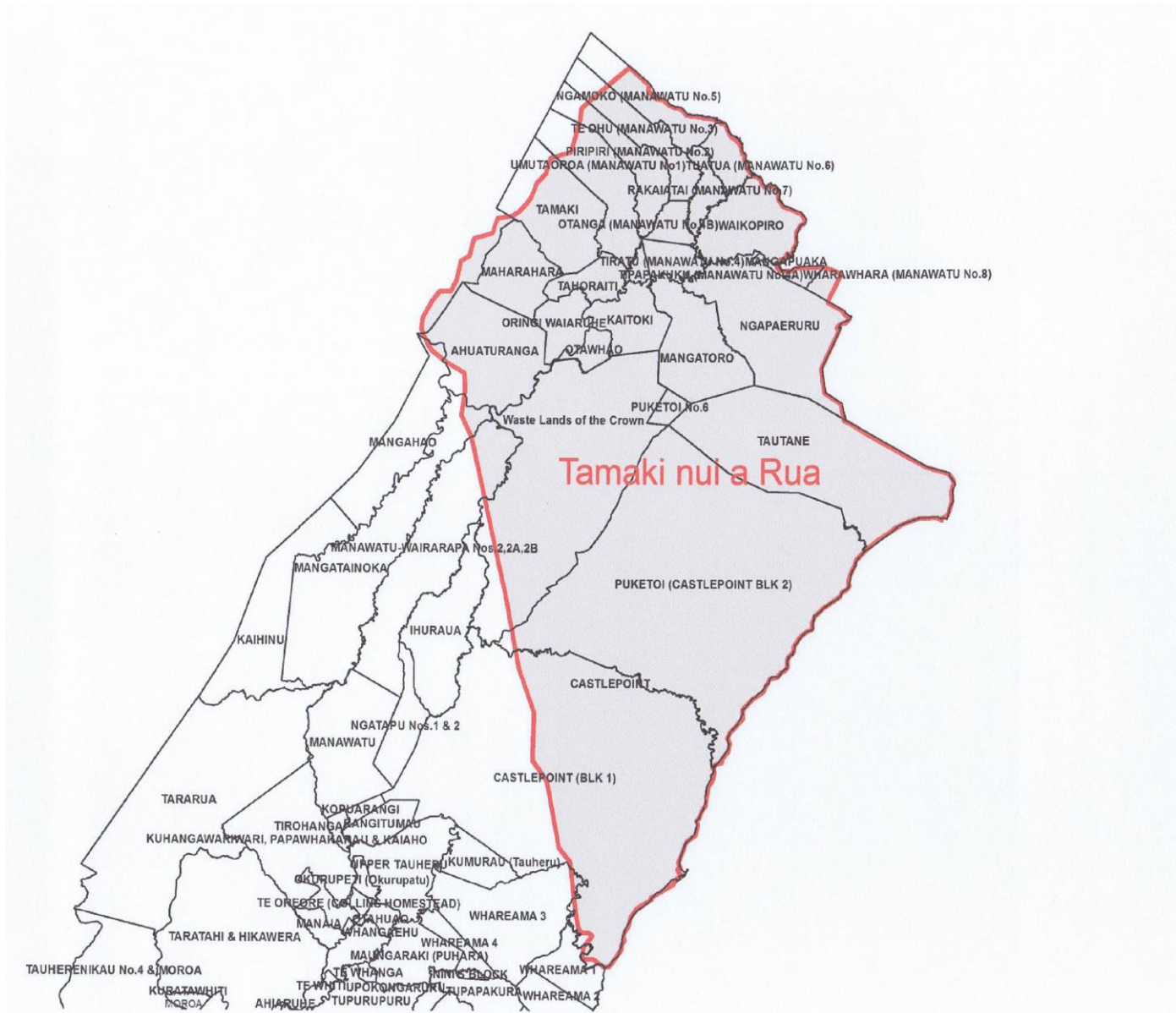
Comprising these Tipuna:

Turake, Hinengahere, Piritarata, Namana, Tupahi, Rangihirawea, Te Maero, Pokakiri, Rapana, Maata Te Ope Kaahu, Aperahama Rautahi, Koa, Hoera Rautu, Tipene Matua, Tuhurangi, Wiremu Rautu, Te Matau, Wiremu Potangaroa, Hoera Potangaroa, Hami Potangaroa.

And whose geographical area of interest is:

Beginning at Poroporo on the coast about 5kms north of Cape Turnagain, the line follows the coast southwards about 38kms to the Mataikona River mouth, it then follows the Mataikona River and its tributaries, the Pakowhai River and Makoura Stream to Dreyers Rock continuing eastward just north of Mauriceville to Mount Dundas, a trig point on the Tararua

Ranges. Travelling north along the central line on the Tararua Ranges to the Manawatu Gorge where the boundary briefly enters and follows the gorge westward slightly to the peaks of the Ruahines then follows the central line of the Ruahine Ranges to Maharahara Trig point then northwards to the northern boundary of the old Manawatu No. 5 [Ngamoko] land block, turning eastward travelling and including Manawatu No. 6 [Tuatua] block, Manawatu No 8 [Wharawhara] block, most of the Ngapaeruru block, Tautane block to the beginning point at Poroporo.



[c.] Te Ore ore Marae

Comprising these Hapū:

Ngāi Tamahau	Ngāti Hāmua	Ngāi Tahu- Makakanui	Ngāti Tutohengarangi
Ngāti Te Tohinga	Te Hika o Pāpāuma	Ngāti Te Korou	Ngāti Noti
Ngāi Te Aomataura	Ngāti Te Hina	Ngāti Tangatakau	Ngāti Hinepare
Ngāti Hineteorangi			

And whose geographical area of interest is:

Commencing at the Mataikona Block and following the Aohanga River inland to the Waingongoro Stream then north to the Makatote Stream to the Mataikona River inland to Pakowhai River then north along the Puketoi Ranges to Mangatainoka then south to Eketahuna. From this point we head west to Pukemoremore then south along the Tararua Ranges to Mount Alpha, east towards and along the Waiohine River then north along the Taratahi/Hikawera block to the Waingawa River. The line then proceeds south to the Taueru Junction then east across the Maungaraki Ranges to Kaiwhata and north along the coast back to Aohanga.



[d.] Hurunui-o-Rangi Marae

Comprising these Hapū:

Ngāti Hakeke	Ngāti Te Hangarakau	Ngāti Hikarahui	Ngāti Moe
Ngāti Muretu	Ngāti Parera	Ngāti Te Atawha	Ngāi Tamahau
Ngāti Tauiao	Ngāti Hikawera	Ngāti Hinaariki	Ngāti Hinetearorangi
Ngāti Ira	Ngāti Kahukuraawhitia	Ngāti Kahukuranui	Ngāti Kaiparuparu
Ngāti Maahu	Ngāti Upokoiri	Ngāti Parakiore	Ngāti Raekaumoana
Ngāti Rakaihikuroa	Ngāti Rakairangi	Ngāti Rakaipaaka	Ngāti Rangitehewa
Ngāti Rakaiwhakairi	Ngāti Te Aokino	Ngāti Waipuhoro	Ngāi Taneroa
Ngāi Tahu	Ngāi Tahu- Makakanui	Ngāti Tukoko	Ngāti Tuhakeke
Ngāti Tumanawa	Tu mai te Uru	Ngāti Tutawake	Ngāti Whātuiāpiti
Ngāti Rangitataia			

And whose geographical area of interest is:

Mataikona River inland to the Pakowhai River then north along the Puketoi Ranges to Mangatainoka then south to Eketahuna then west towards Pukemoremore then south along the Tararua Ranges to Mount Alpha then following the headwaters of the Waiohine River east then north along the Taratahi/Hikawera block to Waingawa East to converge with the Ruamahanga then south to Huangarua River across to Maungaraki to Pahaoa then along the coast line to Mataikona the starting point.

The geographical rohe description of Hurunui-o-rangi is indicative only and subject to change.



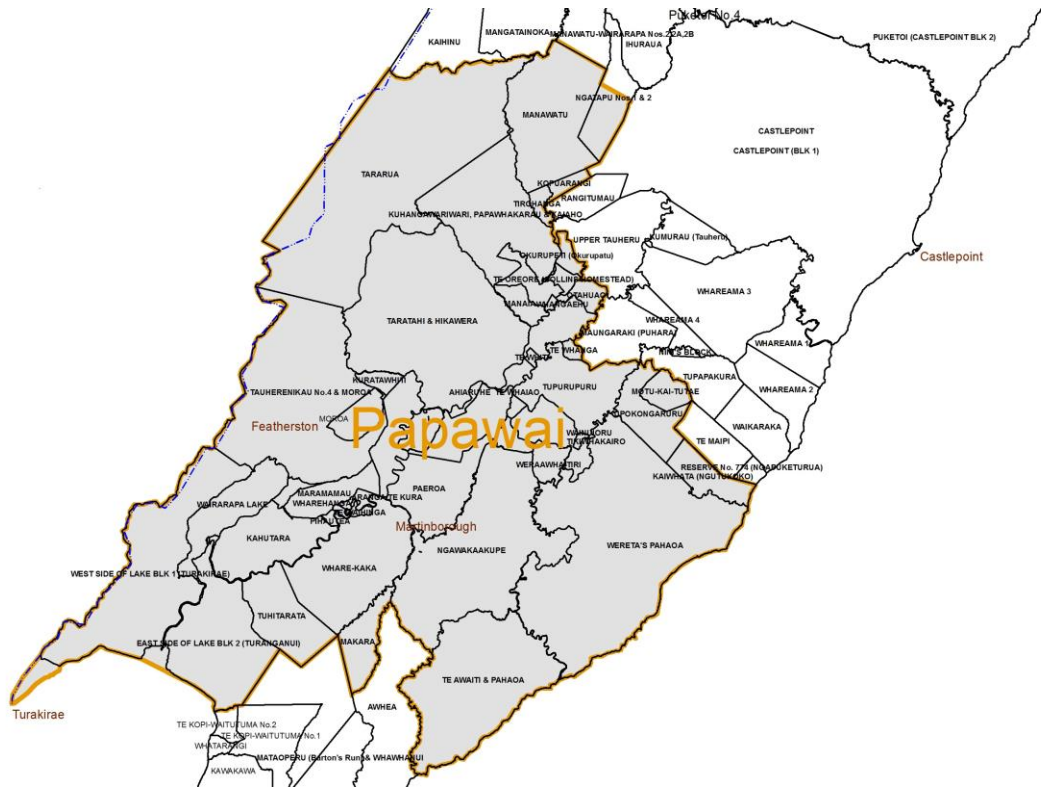
[e.] Pāpāwai Marae

Comprising these Hapū:

Ngāti Hakeke	Ngāti Hinetearorangi	Ngāti Kaiparuparu	Ngāti Parakiore
Ngāti Rakaipaaka	Ngāi Tamahau	Ngāti Te Aokino	Ngāti Whātuiāpiti
Ngāti Tukoko	Ngāti Upokoiri	Ngāti Kauhi	Ngāti Hikarahui
Ngāti Kahukuraawhitia	Ngāti Moe	Ngāti Raekaumoana	Ngāti Rakaiwhakairi
Ngāi Taneroa	Ngāti Te Hangarakau	Tu mai te Uru	Ngāti Tumanawa
Ngāti Meroiti	Ngāti Hinaariki	Ngāti Kahukuranui	Ngāti Muretu
Ngāti Rakaihikuroa	Ngāi Tahu	Ngāti Tauiao	Ngāti Te Rangitawhanga
Ngāti Tuhakeke	Ngāti Tutawake	Ngāti Pa te Ika	

And whose geographical area of interest is:

From the mouth of the Orongorongo east along the southern coast to Whangaimoana. Inland to Ruakokoputuna turning to the east and the mouth of the Awhea. North along the coast to Uruti then inland to Maungaraki then Rangitumau. North again to Pukaha then on to Arete. Heading south along the Tararua and Remutaka Ranges to the mouth of the Orongorongo.



[f.] Te Hika O Pāpāuma

Comprising these Hapū:

Ngāti Pakuia	Ngāti Hinepare	Ngāti Tapatu	Ngāti Turanga
Ngāti Kakawa	Ngāti Hopara	Ngāti Punarewa	Ngāti Hāmua
Ngāti Matangiuru	Mere Te Huinga	Ngāti Pohoi	Ngāti Tahitokuru
Ngāti Kaihuitu	Ngāti Te Rautangata		

And whose geographical area of interest is stated as:

In former times the hapū boundaries were known as the Castlepoint Purchase Block. It extended from the north at Akitio/Cape Turnagain along the coast line down towards Whareama there by following the river inland to Taueru, from Taueru inland through the mountain range, Maungaraki to the Puketoi Range and from Pongaroa back out to Akitio/Cape Turnagain.



[g.] Ngāi Tumapūhia-a-Rangi

Comprising these Hapū:

Ngāti Kaitahi	Ngāti Te Ao	Ngāti Kaumoana	Ngāti Te Kawekairangi
Ngāti Maru	Ngāti Koura	Ngāti Rongomaiaia	Ngāti Hinepare

And whose geographical area of interest is:

This claim covers the traditional rohe of Ngāi Tumapūhia ā Rangi, which is located on the Eastern shores of the district of Wairarapa and extends inland to the Maungaraki Range and South to the Awhea River.

“Mai i Whareama ki Taueru, whiti atu ki te Taumata o te Hangatu, ahu atu ki te Karaka o Waimatua ki Wainuioru, ahu atu ki te Karaka o Waimatua ki Te Awhea rere atu ki Hawerawera ki te ngutu awa o Te Awhea, rere atu ma te takutai ki Whareama.”



[h.] Wairarapa Moana

Comprising these Hapū:

Ngāti Rakaiwhakairi	Ngāti Hineraumoa	Ngāti Rakairangi	Ngāti Hāmua
Ngāti Hinetauira	Ngāti Tumanuhiri	Ngāti Maahu	Ngāti Whatangarerewa
Ngāti Muretu	Ngāti Moe	Ngāti Te Aokino	Ngāti Whakamana
Ngāti Rangiakau	Ngāti Pa te Ika	Ngāti Pakuahi	Ngāti Komuka
Ngāi Tahu	Ngāi Tukoko	Ngāi Hangarakau	Ngāi Tukaihara
Ngāi Taneroa	Ngāi Te Rangitāwhanga	Ngāi Te Aomataura	Ngāi Tutemiha
Ngāti Kahukuraawhitia	Ngāti Rakaihikuroa	Tu mai te Uru	Ngāti Hakeke
Ngāti Parakiore	Ngāti Tauiao	Ngāti Tumanawa	

And whose geographical area of interest is:

Wairarapa Lakes including Wairarapa Moana, Onoke Moana and the Ruamahanga River connecting both lakes, to the spit between Okorewa and Kiriwai and all surrounding lands covered by the traditional flood-line pre the 1855 earthquake



[i.] Ngāti Hinewaka

Comprising these Hapū:

Ngāti Hinewaka	Ngāti Rongomaiaia	Ngāti Maahu	Ngāi Te Ao
Ngāti Hikawera	Ngāti Rangaranga	Ngāti Ngapuoterangi	Ngāi Tukoko
Ngāti Hinetauirā	Ngāti Te Aokino	Ngāti Parera	Ngāti Kahukuranui
Ngāti Rua	Ngāti Rakaiwhakairi	Ngāti Rakairangi	Ngāti Te Kawekairangi
Ngāi Tuohungia	Ngāti Hikarara		

And whose geographical area of interest is:

Ngāti Hinewaka are a coastal people. Their lands extend from Lake Onoke in the South along the south Wairarapa Coast, around Matakītaki-akupe, up the East Coast through the area around Te Ununu (Flat Point), inland towards Kehemane (Tablelands), and back towards the Ruamahanga River and down the river to Onoke. Ngāti Hinewaka’s rohe embraces significant amounts of coastal land and land with high cultural, historical and archaeological value.



**NINTH SCHEDULE
MARAĒ AND PAPAĀINGA**

Ākura Marae	Hau Ariki Marae	Pouākani Marae	Te Unuunu Marae
Aotea Marae	Mirinoa Marae	Pukaroro marae	Turanganui Marae
Hiona Marae	Tahoraiti Marae	Waihora Marae	Waipoapoa Marae
Mangaakuta Marae	Te Rangimarie Nukutaimemeha Marae	Ngāi Tumapūhia-a- Rangi	Parekarangaranga Marae
Hurunuiorangi Marae	Te Aroha o Aohanga Marae	Te Ahu a Turanga Marae	Whakatomotomo Marae
Kaikokirikiri Marae	Te Kohanga Whakawhitiwhiti	Nukutaurua Marae	Te Poho o Te Rangihiraweā
Kehemene Marae	Okautete Marae	Ohio Marae	Matira Rangiwhakaoma Marae
Kaitoke Marae	Otarāia Marae		Kaihoata Marae
Kaiwairaka Marae	Pāpāuma Marae	Pāpāwai Marae	Waitapu Marae
Raukumara Marae	Whakaoriori Marae	Te Poho o Hinepare	Te Whiti o Te Poho o Tutawake
Kohunui Marae	Whiti-Te-Ra Marae	Takitimu Marae	Te Ore Ore Marae
Motuwairaka Marae	Te Takurua Marae	Te Rae o Rakaiwhakairi	Maunga

Further marae and papakāinga may be added as further research is undertaken.

SIGNED BY CONNIE ONEROA:)
As Trustee in the presence of:)
)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY KAHU PENE:)
As Trustee in the presence of:)
)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY HAYDEN HAPE:)

As Trustee in the presence of:)

)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY PANI HIMONA:)

As Trustee in the presence of:)

)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY RON MARK:)

As Trustee in the presence of:)

)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY PAORA AMMUNSON:)

As Trustee in the presence of:)

)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY ROBIN POTANGAROA:)

As Trustee in the presence of:)

)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY IAN PERRY:)

As Trustee in the presence of:)

)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY WILLIAM DAVID)
WORKMAN:)
As Trustee in the presence of:)

Witness Signature

Witness Name

Witness Occupation

Witness Address

SIGNED BY HAAMI TE WHAITI:)
As Trustee in the presence of:)
)

Witness Signature

Witness Name

Witness Occupation

Witness Address