



TE ĀTIAWA

MANAWHENUA KI TE TAU IHU TRUST

DEED OF TRUST

Amended 1 December 2015

DEED

Dated 1 December 2015

BACKGROUND

- A. Te Ātiawa Manawhenua Ki Te Tau Ihu Trust recognises the tūpuna of all its Beneficiaries, at one time came under the name of Ngāti Awa. Through the years the name of Ngāti Awa has evolved to where many of the descendants of these tūpuna now go by the tribal name of Te Ātiawa. It is also recognised that many continue to go by the name Ngāti Awa.
- B. By way of the Original Deed, the Trustees created a charitable trust board which was incorporated pursuant to the provisions of the Charitable Trusts Act 1957 (being so incorporated on 17 May 1993) and was known as 'Te Ātiawa Manawhenua Ki Te Tau Ihu Trust'. Amendment was made to the Original Deed by adopting the First Replacement Deed (dated 9 November 1997). Further amendments were made by the adoption of the Second Replacement Deed (dated 10 December 2000). Amendments were made to the Second Replacement Deed (14 August 2006) to allow for postal voting and further by deed dated 26 November 2006.
- C. Pursuant to clause 11 of the Deed, the Trustees now wish to amend the provisions of the Deed, in accordance with the provisions of the Deed. The Trustees intend that, this Deed shall replace the provisions of the previous Deeds and its replacements in their entirety.

TRUST TERMS**1. INTERPRETATION****Definitions**

- 1.1 In this Deed, unless the context otherwise requires:

Adult Member of Te Ātiawa (Te Tau Ihu) means a Member of Te Ātiawa (Te Tau Ihu) who is over the age of 18 years.

Adult Registered Members means Adult Members of Te Ātiawa (Te Tau Ihu) who are registered on the Members' Register.

Assets means Trust property of any kind, whether tangible or intangible.

Charitable Purpose means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section OB1 of the Income Tax Act 2004.

Confidential Information means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Te Ātiawa (Te Tau Ihu).

Deed means this Deed and includes any amendments to this Deed made in accordance with this Deed.

Inland Revenue Acts has the meaning given to it in section 3(1) of the Tax Administration Act 1994.

Iwi means Te Ātiawa (Te Tau Ihu).

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

Members of Te Ātiawa (Te Tau Ihu) means persons who affiliate to Te Ātiawa (Te Tau Ihu) through descent from a primary ancestor of Te Ātiawa (Te Tau Ihu), (the identity of such primary ancestor shall be determined pursuant to clause 5 or, if necessary, pursuant to clause 8 but does not include Whangai who do not descend from a primary ancestor of Te Ātiawa (Te Tau Ihu).

Members' Register means the register of Members of Te Ātiawa (Te Tau Ihu) held and maintained by the Trust in accordance with clause 5.

Te Ātiawa (Te Tau Ihu) means the iwi comprising every person who is a Member of Te Ātiawa (Te Tau Ihu).

Private Notice means a notice sent by any means that is private to the recipient.

PSGE means Te Ātiawa o Te Waka-a-Māui Trust established by deed dated 19 December 2012 and includes reference to the Trustees of the PSGE.

Public Notice means a notice:

- (a) published in a newspaper generally circulating in the relevant area or areas; and
- (b) may also be published by panui or electronic media, including radio and television.

Registered Member means any Member of Te Ātiawa (Te Tau Ihu) who is entered in the Members' Register.

Registration Form means the form used from time to time by the Trustees to enter the details of Members of Te Ātiawa (Te Tau Ihu) on the Members' Register.

Secretary means any person appointed under clause 4.8 to perform general secretarial and administrative functions for the Trust.

Tikanga means the customary values and practices of Te Ātiawa (Te Tau Ihu).

Trust means Te Ātiawa Manawhenua Ki Te Tau Ihu Trust established by this Deed.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed.

Trustees means the persons appointed under clause 4.

Whakapapa Committee means the committee appointed under clause 8.3.

Whangai means those persons who do not affiliate to Te Ātiawa (Te Tau Ihu) by descent from a primary ancestor of Te Ātiawa (Te Tau Ihu) but who are adopted by

a Member of Te Ātiawa (Te Tau Ihu) in accordance with the Tikanga of Te Ātiawa (Te Tau Ihu) such Tikanga to be determined in accordance with clause 5 or, if necessary clause 8.

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

Interpretation of Schedules

- 1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:
- (a) terms or expressions have the meanings given to them by the Deed; and
 - (b) a reference to a paragraph is a reference to a paragraph of that schedule.

Statutes

- 1.3 Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

General References

- 1.4 References in the Deed to:
- (a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
 - (b) one gender includes the other gender;
 - (c) the singular includes the plural and vice versa;
 - (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
 - (e) the Deed includes its Schedules.

Headings

- 1.5 Headings are for ease of reference only and must be ignored in interpreting the Deed.

2. ESTABLISHMENT OF TRUST

Acknowledgement of Trust

- 2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is Te Ātiawa Manawhenua Ki Te Tau Ihu Trust.

3. KAUPAPA/PURPOSES

Purposes

- 3.1 The purposes for which the Trust is established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Te Ātiawa (Te Tau Ihu) whether it relates to the relief of poverty, the advancement of education or

religion or any other matter beneficial to the community of Te Ātiawa (Te Tau Ihu) and all the Members of Te Ātiawa (Te Tau Ihu) irrespective of where those Members reside.

Receipt of Assets Under MCACSA

- 3.2 The Trustees acknowledge the PSGE Trust is the permitted successor to the Charitable Trust to receive entitlements in respect of pre-commencement space under the Binding Allocation Agreement dated 6 May 2009 relating to Agreed Percentages for the allocation and transfer of certain Settlement Assets under the Māori Commercial Aquaculture Claims Settlement Act 2004.

No non-charitable objects and purposes

- 3.3 The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees and, without derogating from clauses 10.1(b) or 11, the Trust shall be restricted accordingly and limited to New Zealand.

4. APPOINTMENT AND POWERS OF TRUSTEES AND MANAGEMENT OF THE TRUST

Number of Trustees

- 4.1 Except in circumstances provided elsewhere in this deed, the Trust shall have 8 Trustees, all of whom shall be Trustees of and appointed by the Trustees of the PSGE.

Notwithstanding their appointment all Trustees represent the interests of all Members of Te Ātiawa (Te Tau Ihu), and must act independently of the PSGE and in accordance with the provisions of this Deed.

Cessation of office of Trustee

- 4.2 Any person shall cease to be a Trustee if he or she:
- (a) until his or her appointment is revoked by the PSGE.
 - (b) resigns as a Trustee by giving notice in writing to the Trust; or
 - (c) fails or neglects to attend three consecutive meetings of the Trustees without leave or absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
 - (d) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
 - (e) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
 - (f) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993; or
 - (g) is or has ever been convicted of an indictable offence that carries a sentence of imprisonment, whether or not that person was in fact imprisoned; or

(h) dies.

4.3 The Trustee concerned shall cease to hold office:

- (a) in a case where sub-paragraph 4.2(a) applies, from the resolution being passed by the PSGE revoking the appointment;
- (b) in a case where sub-paragraph 4.2(b) applies from the date the notice of retirement shall have been delivered to the Trust;
- (c) in the case where sub-paragraph 4.2(c) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (d) in cases where sub-paragraphs 4.2(d) to 4.2(h) apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

4.4 Should a vacancy occur, the vacancy shall be filled as soon as practicable by appointment by the PSGE and the remaining Trustees shall continue to act until that vacancy has been filled. There must be a minimum of 2 Trustees at all times.

Powers of Trustees

4.5 To achieve the purposes of the Trust:

- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;
- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund;
- (c) in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.5;
- (f) the Trustees may at any time after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;
- (g) if any income of any financial year of the Trust shall not be paid or applied in

accordance with clause 3.1 during or within six months from the end of that financial year or up to the last day for filing the Trust's tax return or the date on which the Trust's tax return is filed (whichever is earlier); the Trustees must accumulate that income and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and

- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

4.6 Management of the Trust – General

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive of the Trust.
- (c) Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee and no employee shall be appointed as a Trustee without the written approval of the Trustees first obtained.
- (d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.13) in support of that appointment on those terms.
- (e) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Te Ātiawa (Te Tau Ihu) and in any website, letterhead, formal written contract or printed publications of the Trust or PSGE.

4.7 Meetings of Trustees

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 4 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (c) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.

- (d) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
- (e) Two Trustees shall constitute a quorum for a Meeting of Trustees.
- (f) The Trustees may act notwithstanding any vacancy in their body.
- (g) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.7 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge his or her attendance;
 - (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (h) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

4.8 Chairperson, Deputy Chairperson and Secretary:

- (a) The Trustees shall elect one Trustee to act as Chairperson from year to year.
- (b) The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.
- (c) The Trustees shall appoint a non-voting Secretary on the terms to be determined by the Trustees.

4.9 Delegation of powers:

- (a) The Trustees may delegate in writing to any Trustee, committee of Trustees, or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that in the case of any entity appointed under clause 4.6(d), the delegation shall be personal to the person provided by that entity in that capacity.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- (e) The Trustees must, in delegating the powers of the Trustees, provide restrictions or clauses by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

4.10 Accounts and Audit:

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.
- (b) The Trustees shall cause true accounts for each financial year to be kept in accordance with generally accepted accounting practice of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees.
- (c) Nothing in this clause 4.10 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

- 4.11 The Trustees, when exercising powers or performing duties as Trustees, may rely on reports, statements, 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;
 - (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;
 - (c) a committee of Trustees appointed and acting in accordance with clause 4.9.

4.12 Clause 4.11 applies only if the Trustees:

- (a) act in good faith;

- (b) make proper inquiry where the need for inquiry is indicated by the circumstances; and
- (c) have no knowledge that such reliance is unwarranted.

Disclosure of Interest

- 4.13 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

- 4.14 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 by the Trust or any Corporate Entity or Subsidiary;
 - (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
 - (e) is otherwise directly or indirectly interested in the matter.

Interests in common with Iwi

- 4.15 Notwithstanding clauses 4.13 and 4.14, no Trustee will be interested in a matter where that Trustee is a member of an Iwi/hāpu/whānau and where his or her interest is not different in kind from the interests of other members of that Iwi/hāpu/whānau.

Recording of Interest

- 4.16 A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any Iwi/hāpu/whānau of which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No private pecuniary profit

- 4.17 No private pecuniary profit may be made by any person from the Trust, except that:
- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
 - (b) the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee);

- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Trust,

provided that:

- (i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.6(c), the provisions of that clause have been complied with;
- (ii) the Trustees must disclose in their annual report referred to in clause 7.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (aa) the amount thereof received by each Trustee or any such firm or entity;
 - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (cc) the method of calculation of the reimbursement, remuneration or charge; and
- (iii) in the case of an appointment referred to in clause 4.6(c), the full written terms and conditions thereof have been made available for inspection at the office of the Trust by any Adult Registered Member who makes written request for the same.

4.18 Subject to clause 4.17, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- (a) a Trustee;
- (b) any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.13 to 4.16,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.18 shall be void.

Appointment and removal of Custodian Trustee

4.19 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Deed or any further terms as the Trustees may decide and for the avoidance of doubt the custodian trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any

such appointment or otherwise act pursuant to the provisions of section 50 of the Trustee Act 1956.

4.20 Incorporation

- (a) The Trustees may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.
- (b) Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.
- (c) No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

5. REGISTER OF MEMBERS OF TE ATIAWA (TE TAU IHU)

Members' Register of Te Atiawa (Te Tau Ihu)

5.1 The Trustees must:

- (a) have, and maintain in a current state, the Members' Register:
 - (i) that includes the name, date of birth, and contact details of every Member of Te Ātiawa (Te Tau Ihu) who applies for registration; and
 - (ii) that is available for inspection by the Iwi who can view their own registration details; and
 - (iii) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and
 - (iv) that allocates a member registration number to each Member of Te Ātiawa (Te Tau Ihu) entered in the Members' Register; and
- (b) make ongoing efforts to register all Members of Te Ātiawa (Te Tau Ihu) on the Members' Register.

5.2 The Trustees may enter in the Members' Register any Member of Te Ātiawa (Te Tau Ihu) whose details are already held by the Trustees where:

- (a) the particulars were acquired by the Trustees as a result of an application on a form (not being the Registration Form) made by:
 - (i) Adult Members of Te Ātiawa (Te Tau Ihu) on their own behalf or by their legal guardian at the time of the application; and
 - (ii) other Members of Te Ātiawa (Te Tau Ihu), who were not Adult Members of Te Ātiawa (Te Tau Ihu) at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and
 - (iii) other Members of Te Ātiawa (Te Tau Ihu) by an Adult Member of Te Ātiawa (Te Tau Ihu) on their behalf who, in the opinion of the Whakapapa Committee, stood in the stead of a parent of that person at the time of the application.

- 5.3 An application to be entered in the Members' Register may be made by:
- (a) Adult Members of Te Ātiawa (Te Tau Ihu) on their own behalf or by their legal guardian; and
 - (b) other Members of Te Ātiawa (Te Tau Ihu), who are not Adult Members of Te Ātiawa (Te Tau Ihu), by their parent or legal guardian on their behalf; and
 - (c) other Members of Te Ātiawa (Te Tau Ihu) by an Adult Member of Te Ātiawa (Te Tau Ihu) on their behalf who, in the opinion of the Whakapapa Committee, stands in the stead of a parent of that person; and

in each case that application must be completed on the Registration Form.

- 5.4 Any Adult Member of Te Ātiawa (Te Tau Ihu) at, or at any time after, application for registration as a Registered Member, or at any time whether or not on the Members' Register, may request in writing that he or she wishes to receive Private Notice of any General Meetings and/or Voting Papers relating to any amendment to this Deed or the winding up of the Trust.

Registration as a Member of Te Ātiawa (Te Tau Ihu)

- 5.5 Subject to clauses 5.6 and 5.7, the Trustees must enter in the Members' Register any person:
- (a) by or on behalf of whom a valid application has been made; (either in accordance with clause 5.3 and lodged with the office of the Trust or on a Voting Paper stating their name, date of birth and such details as are required by the Trustees to enable the Trustees to contact that person); and
 - (b) who in the reasonable opinion of the Trustees affiliates to Te Ātiawa (Te Tau Ihu) through descent from a primary ancestor of Te Ātiawa (Te Tau Ihu).
- 5.6 The Trustees:
- (a) may require any person seeking registration as a Member of Te Ātiawa (Te Tau Ihu) to provide evidence verifying his or her affiliation to Te Ātiawa (Te Tau Ihu) through descent from a primary ancestor of Te Ātiawa (Te Tau Ihu) or of any other matter referred to in clause 5.5 before that person's registration is entered in the Members' Register together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration); and
 - (b) may require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Te Ātiawa (Te Tau Ihu) through descent from a primary ancestor of Te Ātiawa (Te Tau Ihu) and any other matter referred to in clause 5.5;
 - (c) may consult with the Whakapapa Committee in relation to any application for registration, or continued registration as a Member of Te Ātiawa (Te Tau Ihu); and
 - (d) without limiting the foregoing, may request Whakapapa Committee to determine who is the primary ancestor, or are primary ancestors, of Te Ātiawa (Te Tau Ihu).

Trustees may decline to register, or remove a person from the Members' Register

- 5.7 If the Trustees consider that any information about a person received under clause 5.5(a) or clause 5.6 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the Members' Register, as the case may be.

Process when registration declined or removed

- 5.8 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the Members' Register, the person concerned may dispute that decision of the Trustees and clause 8 shall apply.

Registration not necessary

- 5.9 To avoid doubt, it shall not be necessary, in order to be considered a Member of Te Ātiawa (Te Tau Ihu) for the purposes of clause 3.1, for a Member of Te Ātiawa (Te Tau Ihu) to be registered in accordance with this clause 5.

De-registration by Member of Te Ātiawa (Te Tau Ihu)

- 5.10 To avoid doubt, a Registered Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the Trust's office.

Notice not necessary

- 5.11 It shall not be necessary for the Trust to provide Private Notice to a Member of Te Ātiawa (Te Tau Ihu) where the Trustees believe on reasonable grounds (and have evidence supporting that belief) that the Member's contact details are not current.

6. VOTING PROCEDURE

- 6.1 Any resolution to ratify or change this Deed or to wind up this Trust must be approved by not less than 75% of the Adult Members of Te Ātiawa (Te Tau Ihu) who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Act.

7. GENERAL MEETINGS OF IWI AND REPORTING

Reporting Responsibilities

- 7.1 Without derogating from its duties under any enactment or at law, the Trust has reporting responsibilities in relation to its own performance.

Trust to Report to Annual General Meeting Of The PSGE

- 7.2 Each year the PSGE holds a General Meeting at which the Trustees under this Trust Deed will submit the following:

- (a) **Annual Report:** the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:
- (i) a comparison of the Trust's performance against the objectives set out in the annual plan, including:

- (aa) changes in the value of the Trust Fund; and
- (bb) profit distribution; and
- (ii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Cash Assets; and
- (b) **Annual Plan:** an annual plan for the next financial year, that must include:
 - (i) the objectives of the annual plan;
 - (ii) any changes in that policy from the policy for the previous year.

8. DISPUTES PROCEDURE

- 8.1 (a) If any dispute shall arise between Members Te Ātiawa (Te Tau Ihu) and the Trust, (other than a dispute provided for in clauses 8.1(b) or 8.3), and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute.
- (b) Any dispute not resolved in accordance with clause 8.1(a) shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the Registrar of the Maori Land Court or its successor. Should the matter not be resolved by mediation then the Trustees shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.
- 8.2 The provisions of clause 8.1 shall not derogate from the rights or obligations of the Trust or any Member of Te Ātiawa (Te Tau Ihu) pursuant to the Trustee Act 1956 or any other Act or provision of law or equity.

Registration Disputes

- 8.3 If the Trustees make a decision under clause 5.7 to either not register a person or to remove a person from the Members' Register, they must:
- (a) refer the matter for recommendation to a Whakapapa Committee, appointed under clause 9.3 of the trust deed of Te Ātiawa o Te Waka-a-Māui Trust to be ratified on the same date in 2012 as the ratification of the amendments to this deed;
 - (b) consider the recommendation of the Whakapapa Committee under clause 8.3(a) and any determination of the Whakapapa Committee made pursuant to a request under clause 5.6(d)]; and
 - (c) notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.

Proceedings of the Whakapapa Committee

- 8.4 The Whakapapa Committee shall provide the person concerned, and any representative that person appoints, the opportunity to attend a meeting of the Whakapapa Committee and present the applicant's account of why he or she should be registered or remain, on the Members' Register, as the case may be. Members of the Whakapapa Committee shall have the discretion to take into account their own knowledge and such other matters as the Whakapapa Committee considers will assist it in making a determination. The Whakapapa Committee must also inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

Determination

- 8.5 The determination of the Trustees on the registration of the person concerned shall be final and binding on that person and the Trust.

9. WINDING UP OF TRUST

- 9.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in New Zealand for Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:

- (a) a resolution supporting the winding up of the Trust must be put and passed by a majority of 75% of the Members of Te Ātiawa (Te Tau Ihu) who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless Public Notice in respect of that resolution has been given; and
- (b) if the Trust is incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

10. ALTERATION OF TERMS OF DEED

Changes to the Deed

- 10.1 The Trustees have power to amend, revoke or add to the provisions of the Deed provided that:
- (a) an amendment may only be promoted if a resolution that the amendment is for the collective benefit of all Members of Te Ātiawa (Te Tau Ihu) is put and passed at a General Meeting in accordance with clause 6.1;
 - (b) notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2004 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before Members of Te Ātiawa (Te Tau Ihu) competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.
- 10.2 Any Adult Member of Te Ātiawa (Te Tau Ihu) (including a Trustee) may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5.5, the person is a Member of Te Ātiawa (Te Tau Ihu).

Notification to Members of Te Ātiawa (Te Tau Ihu)

- 10.3 Any amendment or proposal under clauses 9, 10, or 11 must be notified to Members of Te Ātiawa (Te Tau Ihu) in the Trust's next communication to them.

11. RESETTLEMENT

Power to settle

- 11.1 The Trustees have power, at any time or times by deed, to settle or resettle upon trust, in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Te Ātiawa (Te Tau Ihu), the whole or any portion or portions of the capital or income of the Trust Fund provided that:
- (a) the resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting by a majority of 75% of the Members of Te Ātiawa (Te Tau Ihu) who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless Public Notice in respect of that resolution has been given;
 - (b) the resettlement is upon trusts for Charitable Purposes.



Schedule 1

1. All Adult Members of Te Ātiawa (Te Tau Ihu) shall be eligible to vote on any resolution required by clause 6.1 and 11.1 of this Deed and any votes cast as per this paragraph 1 shall be received by Voting Paper received by post before 5pm on the Working Day of the date nominated by the Trustees for votes to be received.

Notice of Voting

2. Any vote taken under clause 6.1 of this Deed must be publicly notified not less than 20 Working Days before the date of the vote. The notice procedures must be as follows:
 - (a) Public Notice that includes:
 - (i) the closing date and time for the receipt of votes;
 - (ii) where relevant advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust;
 - (iii) advice on the method by which the vote will be counted; and
 - (iv) where relevant, the matter or issues on which the vote is to be taken; and
 - (b) Private Notice to every Adult Member of Te Ātiawa (Te Tau Ihu) who has requested such from the Trust in writing, that gives:
 - (i) the information in the preceding sub-paragraph of this Schedule;
 - (ii) a copy of the Voting Paper; and
 - (iii) the address and return date for the Voting Paper; and
 - (c) Private Notice to every Adult Registered Member if there is to be a vote taken to ratify the constitutional documents of the Trust that gives the information in sub paragraphs 2(a)(i) to (iii) and 2(b)(ii) to (iii).

Valid votes

3. The conduct of a vote of Adult Members of Te Ātiawa (Te Tau Ihu) taken under clauses 6.1, 9.1 and 11 of this Deed must provide that:
 - (a) in order for a vote to be validly cast, the person casting it must:
 - (i) where the person is an Adult Registered Member, cast their vote on a Voting Paper on which the Trustees have recorded the registration number of the Adult Registered Member; or
 - (ii) where the person is not registered at the time of the vote, complete a Registration Form which shall be attached to and form part of the Voting Paper; and
 - (b) no vote cast under this clause 3 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct

and the affiliation of the voter to Te Ātiawa (Te Tau Ihu) has been confirmed either:

- (i) because that person was an Adult Registered Member at the time his or her vote was cast; or
- (ii) if that person applied at the time that his or her vote was cast to become an Adult Registered Member, because that person's registration was accepted in accordance with clause 5.6.

Secret Ballots

- 4. All votes under clause 6.1, 9.1 and 11 shall be conducted so as to ensure that:
 - (a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;
 - (b) the returning officer and those persons shall undertake to keep that information confidential; and
 - (c) the Voting Papers are destroyed by the returning officer after the date of completion of the final count under clause 4(b), plus a period of one month thereafter.



