



TE RUNANGA O NGATI AWA

NOTICE OF SPECIAL MEETING  
AND  
NOTICE OF POSTAL VOTE  
ON SPECIAL RESOLUTIONS

12.30PM, 28 NOVEMBER 2009

IRAMOKO MARAE  
244 WITBY ROAD, MATATA





TE RUNANGA O NGATI AWA  
NOTICE OF SPECIAL GENERAL MEETING  
AND  
NOTICE OF POSTAL VOTE ON SPECIAL RESOLUTIONS

Notice is given that:

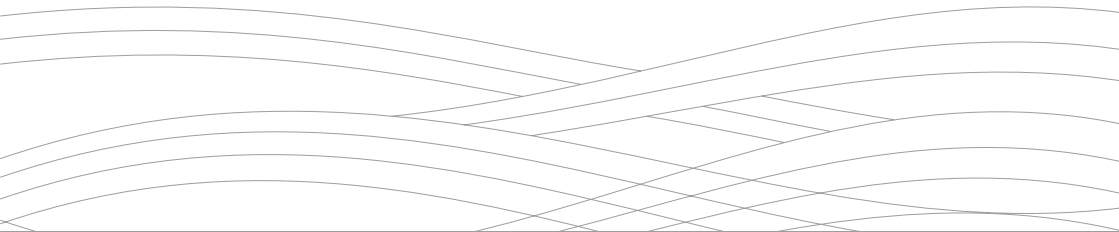
- (a) A Special General Meeting of the Adult Members of Ngati Awa will be held at Iramoko Marae, 244 Withy Road, Matata on Saturday 28 November 2009 at 12.30pm immediately following the Annual General Meeting of Te Runanga o Ngati Awa; and
- (b) A postal vote of the Adult Members of Ngati Awa will be held with voting to close on Saturday 28 November 2009.

**Business**

The business of the meeting and the subject of the postal vote is to consider and vote on a Special Resolution proposing changes to the Charter of Te Runanga o Ngati Awa.

The Special Resolution is required in order to amend the Charter and include proposed changes to the way that the Runanga operates. These changes were subject to a consultation process that was completed in July 2009. The Resolution is made up of two parts; Part A which deals with typographical and grammatical corrections and updates and Part B which amends aspects of the Runanga's operations.

The proposals to amend the Charter take the form of a Special Resolution and must therefore be passed by a majority of 75% or more of the votes of the Adult Members of Ngati Awa who vote on the resolution. Under the Charter, a special general meeting is required for considering the Special Resolution.





## Voting

All Adult Members of Ngati Awa who are registered with the Runanga at 28 November 2009 are entitled to vote.

You can vote by completing the attached voting form and either returning by free post in the enclosed envelope to:

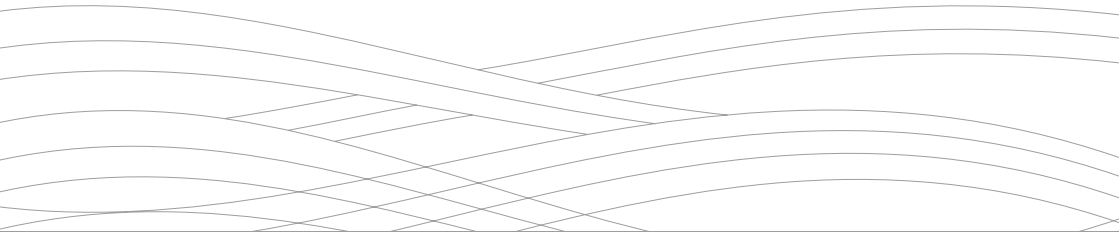
The Chief Returning Officer  
PO Box 2065  
Kopeopeo  
Whakatane 3159

or by delivering to the Chief Returning Officer at the Special General Meeting on Saturday 28 November 2009 before 2pm.

All votes must be completed on the form accompanying this notice. Copies will not be accepted.

Postal votes must be received on or before 28 November 2009. If the envelope containing the voting form is date stamped on or before that date and is received by the Chief Returning Officer no later than three days after that date, the postal vote will be counted.

Te Kei Merito  
Chairman  
Te Runanga o Ngati Awa





## Special Resolution

### Part A – Typographical and Grammatical Corrections and Updates

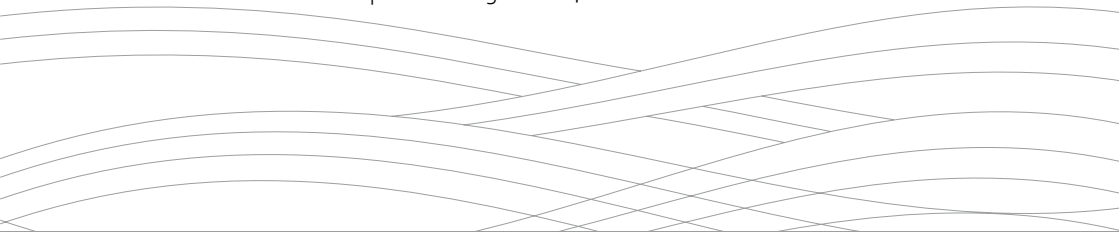
“That the Charter of Te Runanga o Ngati Awa be amended by:


1. Amending the clauses in the Charter as follows:
  - 1.1 Replacing the reference to “Te Runanga o Ngati Awa Act 2004” in the title appearing before the Historical Background with a reference to “Te Runanga o Ngati Awa Act 2005”.
  - 1.2 Replacing Clause E of the Historical Background with the following:

“The historical claims of Ngati Awa against the Crown in respect of the 1866 confiscations and subsequent breaches of the Treaty of Waitangi have been settled. In conjunction with the settlement process Te Runanga o Ngati Awa Act 2005 reconstituted the Runanga so as to better reflect the unique character and requirements of Ngati Awa. Under the Runanga Act the Runanga administers its assets for the benefit of present and future Members of Ngati Awa in accordance with this Charter as amended from time to time.”
  - 1.3 Replacing the definition of “**Act**” in clause 1.1 with the following definition:

““**Act**” means Te Runanga o Ngati Awa Act 2005 as amended from time to time;”
  - 1.4 Amending the definition of “**Balance Date**” by replacing the date “31 March” with the date “30 June”.
  - 1.5 Replacing the Definition of “**Community Development Activities**” in clause 1.1 with the following definition:

““Community Development Activities” means any activity carried out in pursuit of the Runanga’s Purposes which has as its principal objective the cultural and social development of Ngati Awa, and shall include without limitation:



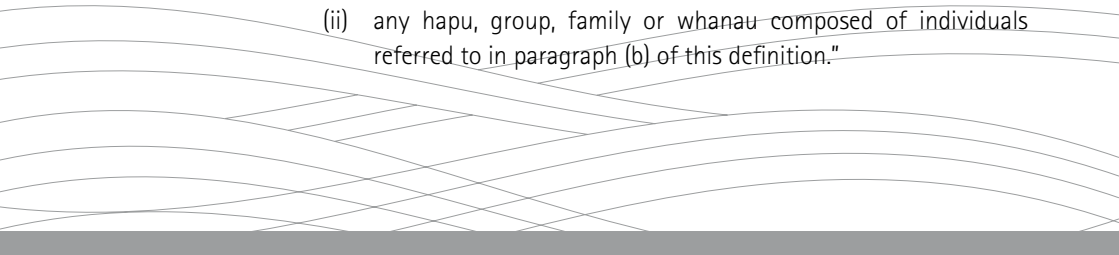
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- (a) strengthening all aspects of Ngati Awa tikanga, reo, kawa and korero;
  - (b) the provision of support and assistance to Members of Ngati Awa in respect of education, housing, health care, age care and relief of those suffering from mental or physical sickness or disability;
  - (c) the development and enhancement of community facilities for the benefit of Ngati Awa; and
  - (d) the provision of funding to the Hapu for the cultural and social development of the Hapu."

1.6 Replacing the definition of "**Hapu**" in clause 1.1 with the following definition:

"**Hapu**" means the hapu listed in the Fifth Schedule to this Charter, which incorporate the tribal identities of Ngati Ahi, Ngati Hinanoa, Ngati Irawharo, Ngati Kahurere, Ngati Nuku, Te Patutatahi, Te Patutahora and Ngati Tapatahi."

1.7 Correcting the lettering and numbering in the definition of "**Ngati Awa**" in clause 1.1 as follows:

"**Ngati Awa**" is nga uri o nga Hapu o Ngati Awa and:

- (a) means the collective group composed of individuals referred to in paragraph (b) of this definition; and
  - (b) means:
    - (i) every individual who is descended from a Ngati Awa Tipuna;
    - (ii) every individual who is a member of a hapu, group, family or whanau referred to in paragraph (c) of this definition; and
  - (c) includes:
    - (i) the Hapu; and
    - (ii) any hapu, group, family or whanau composed of individuals referred to in paragraph (b) of this definition."
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- 1.8 Replacing the definition of "**Related Person**" in clause 1.1 with the following definition:

""**Related Person**" means a person specified in paragraphs (i) to (iv) of section CW42(5)(b) of the Income Tax Act 2007, the person specified being:

- (a) a settlor or trustee of a trust by which a business is carried on; or
- (b) a shareholder or director of a company by which a business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of a company by which a business is carried on; or
- (d) a person associated (as that term is defined in sections YB1 to YB20 of the Income Tax Act 2007) with a settlor, trustee, shareholder or director referred to in any of paragraphs (a), (b) or (c) of this definition."

- 1.9 Replacing the definition of "**Runanga Act**" in clause 1.1 with the following definition:

""**Runanga Act**" means Te Runanga o Ngati Awa Act 2005"

- 1.10 Replacing the definition of "**Settlement Act**" in clause 1.1 with the following definition:

""**Settlement Act**" means the Ngati Awa Claims Settlement Act 2005"

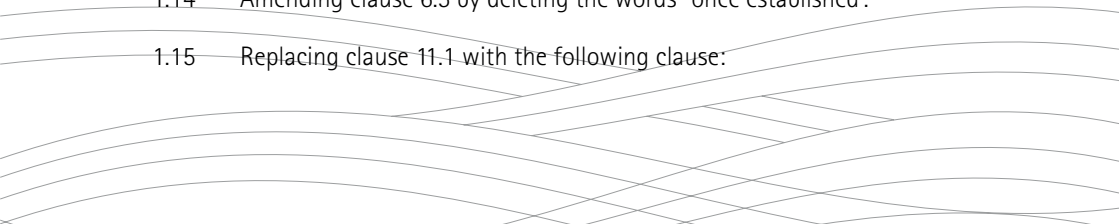
- 1.11 Amending clause 4.1 by replacing the phrase "kaumatua or kuia" with the phrase "koroua or kuia" (twice).


- 1.12 Amending clause 4.6 by replacing the phrase "kaumatua or kuia" with the phrase "koroua and kuia".

- 1.13 Amending clause 6.4 by deleting the words "once established".

- 1.14 Amending clause 6.5 by deleting the words "once established".


- 1.15 Replacing clause 11.1 with the following clause:





### **"11.1 Group entities to prepare Plans and Statements of Intent**

The Runanga must ensure that each of The Company and Community Development Trust:

- (a) maintain a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;
  - (b) as required by the Runanga update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries;
  - (c) prepare and maintain a 5 year plan, which shall be updated not less than every 2 years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause;
  - (d) no later than 2 months following the completion of the first 5 year plan in accordance with paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepare an annual plan setting out the steps to be taken in the relevant Income Year to meet its 5 year planning objectives and fulfil the objectives and principles of the Statement of Intent.
  - (e) within 2 calendar months after the completion of the first, second and third quarter of each Income Year send to the Runanga reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the Runanga may require from time to time)."
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- 1.16 Replacing clause 11.2 with the following clause:

**"11.2 Runanga approval required**

All Statements of Intent, five year plans and annual plans must be approved by the Runanga. However, nothing in this clause shall allow the Runanga to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the directors of The Company and trustees or directors (if applicable) of the Community Development Trust shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent."

- 1.17 Amending clause 11.3 (which requires reports by The Company to comply with The Companies Act 1993) by replacing the first two lines of that clause with the following:

**"11.3 Reports by The Company to comply with Companies Act 1993**

"All annual reports by The Company shall comply in all respects with the requirements of the Companies Act 1993 including, without limitation:..."

- 1.18 Amending clause 11.5 (which requires reports to including comparison against plans) by replacing the words "In addition to the matters set out in clause 11.3, the Runanga shall procure that all reports by The Company and the Community Development Trust include" with the words:

"In addition to the matters set out in clause 11.3, all reports by The Company and the Community Development Trust shall include:.....".

- 1.19 Correcting the numbering in clause 12 by replacing "1.2" with "12.1".

- 1.20 Correcting clause 18.2 by deleting "etc" from the heading.

- 1.21 Amending clause 28.4 by replacing the phrase "kaumatua and kuia" with the phrase "koroua and kuia".

- 1.22 Amending clause 28.6 by replacing the phrase "kaumatua and kuia" with the phrase "koroua and kuia".



- 1.23 Amending clause 28.7 by replacing the phrase “kaumatua and kuia” with the phrase “koroua and kuia”.
2. Amending the First Schedule to the Charter (which deals with Membership of Ngati Awa and Ngati Awa Register) by replacing rule 7 with the following rule:

**“7.1 Register available for inspection**

Subject to any policies that may be adopted from time to time by the Runanga for the protection of private information, the Runanga shall ensure that the Ngati Awa Register is available to be inspected during business hours by all Adult Members of Ngati Awa whose names appear on the Register”.





## Part B – Proposed Charter Changes To Runanga Operations

"That the Charter of Te Runanga o Ngati Awa be amended by:

1. Amending the clauses in the Charter as follows:
  - 1.1 Inserting after the definition of "**Deputy Chairperson**" in clause 1.1 a new definition as follows:

**"Election Year"** means the Income Year commencing on 1 July 2010 and each third Income Year thereafter.
  - 1.2 Replacing clause 4.8 with the following clause:

**"4.8 Appointment of Whakaruruhau**

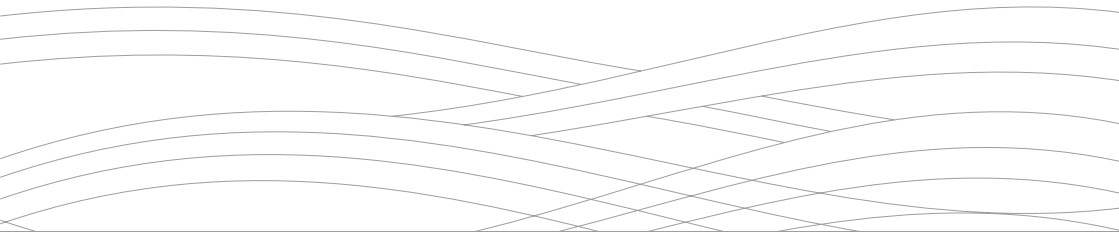
The Runanga on the recommendation of Te Kahui Kaumatua may appoint a member of Ngati Awa to be known as the Whakaruruhau of Te Runanga o Ngati Awa."
  - 1.3 Replacing clause 4.9 with the following clause:


**"4.9 Considerations in appointing Whakaruruhau**

The appointee as Whakaruruhau shall be a member of Te Kahui Kaumatua. A Representative shall not hold the position of Whakaruruhau."
  - 1.4 Replacing the first sentence of clause 7.2 with the following sentence:

"There shall be not more than 7 and not less than 5 directors of The Company."
  - 1.5 Replacing the first sentence of clause 7.3 with the following sentence:

"There shall be not more than 7 and not less than 5 trustees of The Community Development Trust."



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- 1.6 Replacing paragraph (c) of clause 14.4 (which deals with special general meetings called by requisition of Members) with the following paragraph:

“(c) 100 Adult Members of Ngati Awa, provided that those Adult Members of Ngati Awa are registered with not less than 11 Hapu.”

- 1.7 Inserting a new clause 15.4 as follows:

**“15.4 Disclosure of interest of other Representatives**

Where a Representative is aware of an actual or potential conflict of interest of another Representative then that person has a duty to draw the attention of the Runanga to the conflict of interest.”

- 1.8 Renumbering the existing clause 15.4 as 15.5.

- 1.9 Adding at the end of Clause 16.1 (which deals with dealings with “interested” Representatives) the following sentence:

“Any interested Representative must leave the meeting for the duration of the deliberation and voting on the matter in which that representative is interested and the minutes should record the Representative’s absence and return.”


- 1.10 Replacing clause 17.1 with the following clause:


**“17.1 Prohibition of Benefit or Advantage**

No amount derived from the business of the Ngati Awa Group may be directed or diverted to the benefit or advantage of a Related Person where that Related Person is able, directly or indirectly, to determine or materially influence either the determination of the nature or extent of the relevant benefit or advantage or the circumstances in which the relevant benefit or advantage is, or is to be, given or received.”

- 1.11 Amending clause 20.2 (which deals with indemnity and insurance costs) by adding, at the end of that clause, the words

“having regard to prevailing market rates for such costs in organisations of a similar nature, asset base and risk profile to the Runanga or relevant member of the Ngati Awa Group.”



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- 1.12 Replacing clause 21.3 with the following clause:

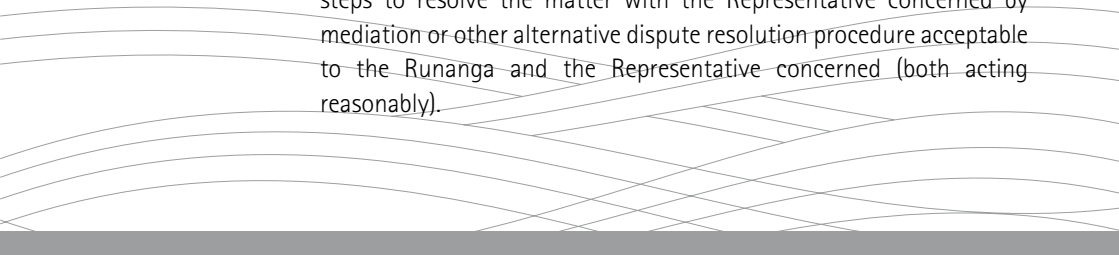
**"21.3 Censure or removal of Representatives**


If, having followed the procedure in clause 21.4, the Runanga believes that a Representative has acted in a manner that brings or is likely to bring into disrepute the Runanga or any member of the Ngati Awa Group, the Runanga may, by a resolution passed by a majority of not less than 75% of the other Representatives formally censure or remove from office that Representative."

- 1.13 Inserting a new clause 21.4 as follows:

**"21.4 Procedure where allegation made of bringing into disrepute**

If an allegation is made to the Runanga that a Representative has acted in a manner which brings or is likely to bring the Runanga or any member of the Ngati Awa Group into disrepute, the Runanga must implement the following procedure:

- (a) A written notice of the allegation shall be served by the Runanga on the Representative and the Hapu which elected that Representative;
  - (b) The Representative shall have 30 days to respond to the allegation and the response shall be in writing and delivered to the Runanga;
  - (c) The Relevant Hapu may also respond in writing to the Runanga within that 30 day period.
  - (d) If no response is received, the Runanga may exercise the rights of censure or removal in clause 21.3.
  - (e) If the Runanga is not satisfied with the responses received from the Representative and/or the Hapu and wishes to consider exercising the rights of censure or removal in clause 21.3, it must first take reasonable steps to resolve the matter with the Representative concerned by mediation or other alternative dispute resolution procedure acceptable to the Runanga and the Representative concerned (both acting reasonably).
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- (f) If the mediation or alternative dispute resolution procedure has not resolved the matter to the satisfaction of the Runanga and the Representative concerned within 60 days of the notice of the allegation being given to the Representative, the Runanga may exercise the rights of censure or removal in clause 21.3."

1.14 Renumbering clauses 21.4 to 21.6 as clauses 21.5 to 21.7 respectively.

1.15 Inserting new clauses 28.9 to 28.14 as follows:

**"28.9 Disputes as to interpretation of Charter**


In the event that a dispute arises as to the interpretation of any clause or rule in this Charter, not being a dispute to which clause 28.1 applies, that dispute shall be referred in the first instance to the Runanga.


**28.10 Notice of Dispute**

All disputes referred to the Runanga in accordance with clause 28.9 shall be submitted to the Runanga by notice in writing and the Runanga shall acknowledge receipt in writing within 10 working days of the date of receipt of the notice.

**28.11 Reference to experts for determination**

If the dispute is not settled within 30 days of receipt by the Runanga of written notice of the dispute in accordance with clause 28.10, 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 Runanga (or, if the Runanga is a party to the dispute itself, the third expert shall be appointed, at the request of either party, by the Chief Judge of the Maori 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 New Zealand Law Society).





## **28.12 Role of experts**

The role of the experts appointed under rule 28.11 shall be to make findings and decisions in relation to the dispute as notified to the Runanga pursuant to clause 28.10. 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.

## **28.13 Procedure of experts**

In dealing with any dispute the experts appointed under rule 28.11 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.


## **28.14 Notification of outcome**

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

1.16 Replacing clause 29 with the following:

### **"29 REVIEW OF CHARTER**

**29.1** Every 5 years the Runanga shall undertake a review of this Charter and its operation with a view to reporting to the next annual general meeting of the Runanga after the completion of the review on the effectiveness of the arrangements set out in this Charter. Such report shall include recommendations as to the alterations (if any) that should be made to this Charter."





2. Amending the Second Schedule to the Charter (which deals with Elections of Representatives) as follows:

2.1 Replacing rule 3 with the following rule:

**"3 REPRESENTATIVE ELECTIONS EVERY 3 YEARS**

**3.1** Elections of the Representatives by each Hapu must be held every 3 years from and including the Income Year commencing 1 July 2010 and (subject to rule 4.3) must be concluded, as required by rule 5, in time for the Representatives elected in each Election Year to take office immediately following the annual general meeting of the Runanga held in that year."

2.2 Replacing rules 4.1 and 4.2 with the following rules:

**"4.1 Term of office**

Subject to rules 4.3, 4.4 and 15 of this schedule, the Representatives from time to time shall hold office from the conclusion of the annual general meeting of the Runanga in the Election Year in which they are elected until the conclusion of the annual general meeting of the Runanga in the following Election Year.

**4.2 Representatives to face re-election every three years**

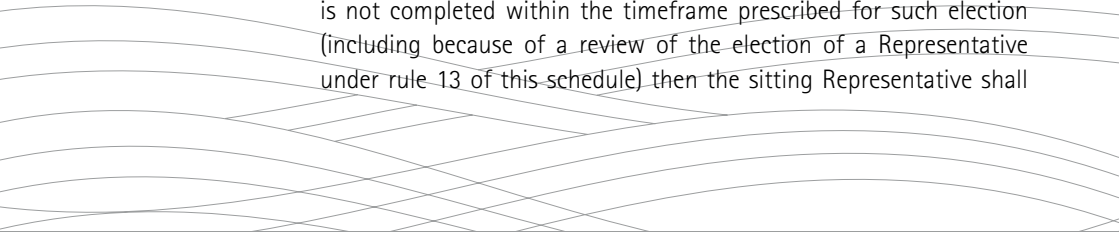
No Representative shall hold office for longer than 3 years without facing re-election.


2.3 Deleting rules 4.3 and 4.4

2.4 Replacing rule 4.5 with the following rule:

**"4.3 Continuation of Representatives where no replacement elected**

Subject to rule 15 of this schedule, if the election of a Representative is not completed within the timeframe prescribed for such election (including because of a review of the election of a Representative under rule 13 of this schedule) then the sitting Representative shall





continue to hold office until the election is completed and he or she has either been re-elected or a replacement Representative has been elected. This rule shall not affect the term of the Representative that is eventually elected, which term shall expire at the conclusion of the annual general meeting of the Runanga in the Election Year following his or her election.

2.5 Replacing rule 4.6 with the following rule:

**"4.4 Eligibility of sitting Representatives**

Sitting Representatives shall be eligible for re-election."


2.6 Renumbering rule 4.7 as rule 4.5.


2.7 Renumbering rule 4.8 as rule 4.6 and by replacing in that rule the reference to "rule 4.7" with a reference to "rule 4.5".

2.8 Inserting new rules 4.7 and 4.8 as follows:

**"4.7 Temporary Representative**

If the Runanga decides in accordance with rule 4.5 not to hold an election to fill a casual vacancy, the Runanga may consult with the relevant Hapu at a meeting of which public notice has been given in accordance with rule 4.8. After that consultation the Runanga may appoint a temporary Representative to hold office. For the avoidance of doubt, a temporary Representative may not be appointed if the vacancy to be filled occurs more than 6 months before the original Representative's term was due to expire in which case an election to fill the vacancy must be held in accordance with this Schedule. A temporary Representative appointed under this rule 4.7 shall hold office for the balance of the term of the office of the Representative that he or she has replaced and during that time shall have all the powers, duties and responsibilities of an elected Representative."





#### **"4.8 Notice of Consultation Hui**

Notice of a meeting called to consult with the relevant Hapu pursuant to rule 4.7 must be given not less than 7 days before the meeting and shall be:

- (a) advertised prominently in any metropolitan or provincial newspaper circulating in regions where the Runanga consider that a significant number of members of the relevant Hapu reside; and
- (b) advertised on a radio station or radio stations broadcasting in the district or districts where the Runanga considers that a significant number of members of the relevant Hapu reside."


2.9 Amending rule 5.1 by changing each reference to "Income Year" to a reference to "Election Year" and by changing the reference to "rule 4.7" to a reference to "rule 4.5".

2.10 Replacing rule 6.1 with the following rule:

#### **"6.1 Calling for nominations**

In each Election Year the Runanga shall give notice calling for nominations for the Representative positions for each Hapu at least 3 months before the annual general meeting of the Runanga to be held in that Election Year, and in any event in sufficient time for the election to be concluded in accordance with rule 5 of this schedule. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Runanga or such other person as the notice directs."


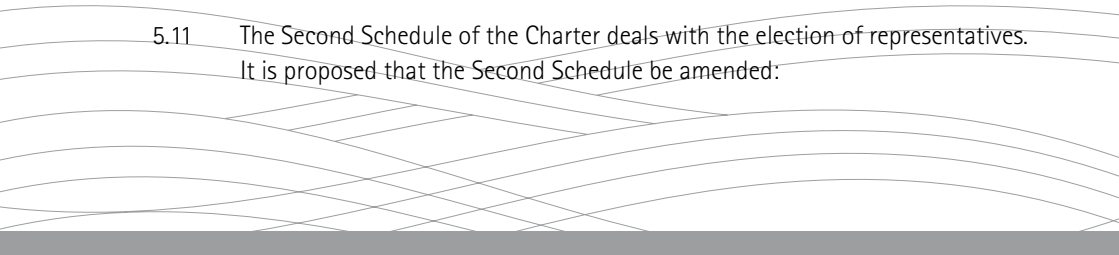
2.11 Amending rule 13.2 by changing the reference to "Auckland District Law Society" to a reference to "New Zealand Law Society".





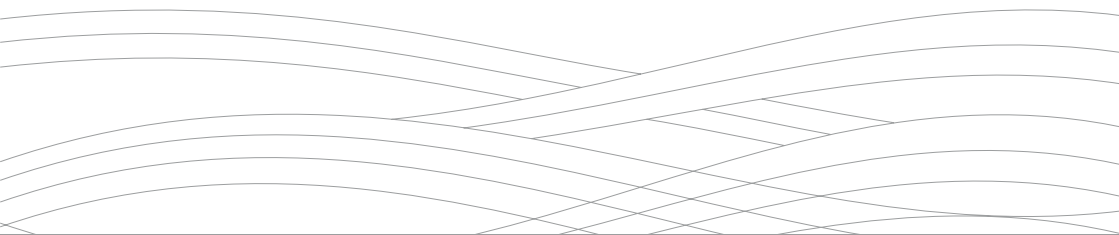
## Explanatory notes

1. The Charter states that the Runanga must review the Charter within 5 years of the Settlement Date. A review process was initiated in November 2007 and recommendations for change were endorsed by the Runanga in September 2008. The Runanga undertook a consultation process during July 2009. The process included a mail out of the proposed changes to each Ngati Awa household and sought submissions from members. A series of consultation hui were also held.
2. As a result of the consultation hui and submissions received a number of changes were recommended. The Runanga then endorsed the notice of Special Meeting and Notice of Postal Vote on Special Resolutions at the September 2009 meeting.
3. The amendments required are separated into two parts.
4. Part A relates to typographical and grammatical corrections and updates to the Charter and the First Schedule. The proposed updates reflect the post settlement status of Runanga and current legislative requirements.
5. Part B relates to proposed amendments to the Runanga's operations. The proposed amendments are to the following effect:
  - 5.1 A minor wording amendment to clause 4.8 confirms that the Whakaruruhau position represents the Runanga and not Ngati Awa generally. The amendment to clause 4.9 also clarifies that the Whakaruruhau of the Runanga may not be a Representative.
  - 5.2 Amendments are made to clauses 7.2 and 7.3 to provide that the maximum number of directors on the company (Ngati Awa Group Holdings Limited) and the community development trust (Development Ngati Awa) is now to be 7 rather than the previous maximum of 9.
  - 5.3 An amendment to clause 14.4 (c) has been introduced to allow 100 adult members representing at least 11 hapu to requisition a special general meeting. The current provisions require a higher threshold of 10% of members (approximately 1000 people) representing 5 hapu to requisition a special general meeting.

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- 5.4 A new clause 15.4 (and subsequent renumbering of other clauses) is introduced to make it clear that Representatives are required to notify the Runanga if they are aware of a conflict of interest of another Representative.
  - 5.5 Additional wording to clause 16.1 means that any Representatives with an interest in a matter being considered must leave the meeting for the duration of the discussion.
  - 5.6 Amended wording is introduced for clause 17 that maintains the existing provision relating to "prohibition of benefit or advantage" but is written in simpler language. This is a requirement of the Income Tax Act to maintain the Runanga's charitable status for tax purposes and the revised wording complies with the new Income Tax Act.
  - 5.7 New wording is introduced for clause 20.2 which deals with Indemnity and Insurance costs and expands the existing provision so that in arranging such insurance the Runanga must take into account prevailing market rates for such costs for organisations of similar nature, asset base and risk.
  - 5.8 A new clause 21.4 introduces a procedure for dealing with allegations of bringing the Runanga into disrepute and provides for notice of the allegation to be given to the Representative concerned and his or her Hapu, an opportunity to respond and a dispute resolution process. The Runanga's right of censure or removal cannot be exercised until the procedure has been completed.
  - 5.9 Clause 28 dealing with dispute resolution has been expanded to provide a process for dealing with disputes relating to interpretation of the charter. Disputes of that nature may be referred to a panel of suitably qualified experts for determination. Disputes relating to tikanga, reo, kawa, whakapapa and korero, remain the responsibility of a Te Roopu Rongomau.
  - 5.10 Clause 29.1 contains a requirement to review the Charter every 5 years. The current provision requires only one review to be undertaken within 5 years of the Settlement Date.
  - 5.11 The Second Schedule of the Charter deals with the election of representatives. It is proposed that the Second Schedule be amended:
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- (a) To delete historical clauses that are no longer relevant,
- (b) To introduce triennial elections,
- (c) To make it clear that one election will be held every three years for all twenty two Representatives beginning in 2010,
- (d) To introduce a provision that allows for the appointment of a temporary Representative where a casual vacancy occurs, until such time as the formal process can be completed for the relevant Hapu Representative. A temporary Representative can only be appointed after consultation with the relevant Hapu and only if the vacancy occurs within 6 months of the next election date.





Notes

