

**CHARTER**

**OF**

**TE RUNANGA O**

**NGATI AWA**

as at 28 November 2009

# TE RUNANGA O NGATI AWA CHARTER

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## Document Control

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## TE RUNANGA O NGATI AWA CHARTER

Made for the purposes of and to take effect upon commencement of

### Te Runanga o Ngati Awa Act 2005

#### HE WHAKAMARAMA

- A. On 16 June 1840 certain Ngati Awa chiefs signed the Treaty of Waitangi at Pohaturoa in Whakatane. At that time Ngati Awa was essentially self governing. This remained the case until about 1865, by which time Ngati Awa had become economically prosperous and was actively engaged in trade and commerce.
- B. As a result of various events involving Ngati Awa a number of Ngati Awa were arrested, tried and either imprisoned or executed. Approximately 245,000 acres of land within the Ngati Awa rohe was confiscated by orders in council on 17 January and 1 September 1866. These orders in council were made under the provisions of the New Zealand Settlements Act 1863 in consequence of Bay of Plenty tribes, including Ngati Awa, having been deemed to have been in rebellion. From the total land confiscated the hapu of Ngati Awa retained 77,870 acres in the form of reserves.
- C. During the 1870s and 1880s the Native Land Court held hearings into lands falling within the rohe of Ngati Awa but outside the confiscation line. The blocks involved were Te Haehaenga, Pokohu, Putauaki, Matahina, Tuararangaia, Waitahanui and Tahunaroa. The Court subsequently awarded parts of these blocks, regarded by Ngati Awa as theirs, to other iwi. The Crown by way of legislation then ordered rehearings into some of the blocks. These rehearings resulted in the further loss of land from Ngati Awa at Pokohu and Matahina. Subsequent to the awards of land to Ngati Awa the activities of the Crown Land Purchase Offices resulted in further alienations.
- D. In 1980 the hapu of Ngati Awa established the Ngati Awa Trust Board, as a Charitable Trust Board under the Charitable Trusts Act 1957. The purpose of the Trust Board was, amongst other things, to progress various issues on behalf of Ngati Awa, including the pursuit of redress from the Crown for the 1866 confiscations and the return of Ngati Awa lands. In 1988 the Crown, at the request of Ngati Awa, then enacted Te Runanga o Ngati Awa Act 1988 establishing a Runanga as a Maori Trust Board under the Maori Trust Boards Act 1955 with members appointed by each of the hapu of Ngati Awa. Included as section 11 of this Act was a pardon in the following terms for those involved in the events of 1865:

“He panui tenei ki te motu katoa, ka tutuki ana tenei Ture, koinei te wa e whakahokia ai ki a ratou te ihi, te mana, te tapu o nga tangata o Ngati Awa i mauhereheretia, i whakawakia i te tau 1865, ki o ratou whanau hoki, ki o ratou iwi, tae atu ki a Ngati Awa whanui. Ka wetekina katoatia nga whiu o te ture i pa ki a ratou i roto i nga pakanga whenua o Te Tau 1865.

It is hereby declared that after the passing of this Part of this Act the character, mana, and reputation of the persons of Ngati Awa descent who were arrested, tried, and labelled as rebels in or about 1865 is restored

to them and their whanau and to the iwi of Ngati Awa as a whole, and a full pardon is hereby granted to them in respect of all matters arising out of the land wars in 1865.”

- E. 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. DEFINITIONS AND INTERPRETATIONS

### 1.1 Defined Terms

In this Charter, unless the context otherwise requires:

“**Act**” means Te Runanga o Ngati Awa Act 2005 as amended from time to time;

“**Adult Members of Ngati Awa**” means those Members of Ngati Awa identified on the Ngati Awa Register as being 18 years and over;

“**Annual Plan**” means the annual plan of the Runanga which:

- (a) Is prepared in accordance with *clause 9.1*; and
- (b) While the Runanga is a mandated iwi organisation for the purposes of the Maori Fisheries Act 2004, complies with the requirements of that Act.

“**Annual Report**” means the annual report of the Ngati Awa Group which:

- (a) Is prepared in accordance with *clause 10.1*; and
- (b) While the Runanga is a mandated iwi organisation for the purposes of the Maori Fisheries Act 2004, complies with the requirements of that Act.

“**Awanuiarangi II Land**” means any land held by or on behalf of the Runanga and registered in the name of Awanuiarangi II in accordance with the procedure set out in *clause 27.1* and the Settlement Act;

“**Balance Date**” means 30 June or any other date that the Representatives by resolution adopt as the date up to which the Runanga’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 and Wellington;

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

“**Charter**” means this Charter and includes the recitals and the schedules to this Charter;

“**Chief Executive Officer**” means the Chief Executive Officer of the Runanga appointed in accordance with *clause 5.1*;

“**Chief Returning Officer**” means as the context requires:

- (a) the person appointed from time to time as chief returning officer for the purposes of Representative elections in accordance with *rule 10 of the Second Schedule*; or
- (b) the person appointed as chief returning officer for the purposes of a Special Resolution in accordance with *rule 7.1 of the Fourth Schedule*;

“**Commercial Activities**” means any activity carried out in pursuit of the Runanga’s Purposes which has as its principal objective the maximising of financial or economic returns to the Ngati Awa Group and shall include without limitation the management and administration of all forestry lands and commercial redress properties acquired in the settlement of the Ngati Awa Claims;

“**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:

- (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.

“**Community Development Trust**” means the trust or other entity to be established by the Runanga pursuant to *clause 6.1* to undertake Community Development Activities;

“**Consolidated Financial Statements**” means the consolidated financial statements of the Ngati Awa Group prepared by the Runanga in accordance with *clause 10.1*;

“**Customary Rights**” means rights according to tikanga Maori (Maori customary values and practices), including the following rights:

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

“**Deed of Settlement**” means the deed dated 27 March 2003 between representatives of Ngati Awa and the Crown recording the settlement of the Ngati Awa Claims;

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

“**Election Year**” means the Income Year commencing on 1 July 2010 and each third Income Year thereafter.

“**Electoral Review Officer**” means the person appointed to act as electoral review officer in accordance with *rule 13.2 of the Second Schedule*;

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

“**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.

“**Inalienable Land**” means any land held by or on behalf of the Runanga (including for the avoidance of doubt and without limitation, Awanuiarangi II Land and Protected Land) which for the time being is classified as inalienable in accordance with *clause 27.6*.

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

“**Major Transaction**” in relation to any member of the Ngati Awa Group means:

- (a) The acquisition of, or an agreement to acquire, whether contingent or not, Property by that member the value of which is more than half the value of the Runanga’s Assets before the acquisition; or
- (b) The disposition of, or an agreement to dispose of, whether contingent or not, Property by that member the value of which is more than half the value of the Runanga’s Assets before disposition; or
- (c) A transaction that has or is likely to have the effect of that member acquiring rights or interests or incurring obligations or liabilities the value of which is more than half the value of the Runanga’s Assets before the transaction,

but does not include:

- (a) Any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all or substantially all of the Runanga's Assets (whether the Assets are held by the Runanga or any other member of the Ngati Awa Group); or
- (b) Any acquisition or disposition of Property by that member from or to any other wholly owned member of the Ngati Awa Group; and

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

For the purposes of paragraphs (a) to (c) of this definition of the value of the Runanga's Assets shall be calculated based on the value of the assets of the Ngati Awa Group.

**"Member of Ngati Awa"** means every individual referred to in paragraph (b) of the definition of Ngati Awa;

**"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;

**"Ngati Awa Archives Trust"** means the Ngati Awa Research and Archives Trust, a Charitable Trust Board pursuant to the Charitable Trusts Act 1957;

**"Ngati Awa Area of Interest"** means the Area of Interest of Ngati Awa as identified and defined in the Deed of Settlement;

“**Ngati Awa Claims**” means the Ngati Awa Historical Claims as defined in the Deed of Settlement or Settlement Act;

“**Ngati Awa Group**” means the Runanga, The Company, the Community Development Trust, their subsidiaries (if any) and any trust(s) (whether incorporated or not) under their control;

“**Ngati Awa Register**” means the register of Members of Ngati Awa that is to be maintained by the Runanga in accordance with the First Schedule to this Charter;

“**Ngati Awa Tipuna**” means an individual or individuals who:

- (a) exercised Customary Rights by virtue of being descended from:
  - (i) Awanuiarangi II; or
  - (ii) a recognised ancestor of any of the Hapu; and
- (b) exercised the Customary Rights referred to in paragraph (a) of this definition predominantly in relation to the Ngati Awa Area of Interest at any time after 6 February 1840;

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

“**Protected Land**” means any land classified for the time being as Protected Land in accordance with *clause 27.3* and having the characteristics of Protected Land as defined in the Settlement Act.

“**Provisional Vote**” means a vote cast pursuant to *rule 7.4(b) of the Second Schedule* or *rule 7.4(b) of the Fourth Schedule* as the case may be.

“**Register of Lands**” means the Register to be maintained pursuant to *clause 27.9*.

“**Registrar-General of Land**” or “**Registrar-General**” means the Registrar-General of Land appointed in accordance with section 4 of the Land Transfer Act 1952.

“**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.

**“Representatives”** means the representatives elected from time to time in accordance with the Second Schedule of this Charter to represent Ngati Awa and to act as the representatives for the time being of the Runanga and “Representative” shall mean any one of those persons;

**“Runanga”** means the body established by the Runanga Act and, in accordance with that Act, governed by this Charter;

**“Runanga Act”** means Te Runanga o Ngati Awa Act 2005;

**“Runanga’s Assets”** means all assets received or otherwise owned or acquired from time to time by the Runanga, including without limitation all Awanuiarangi II Land and all assets received pursuant to the Deed of Settlement and Settlement Act and any money, investments or other property paid or given to or acquired or agreed to be acquired by the Runanga;

**“Runanga’s Purposes”** means the purposes of the Runanga as set out in *clause 2.3*;

**“Settlement Act”** means the Ngati Awa Claims Settlement Act 2005.

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

**“Settlement Property”** means those properties defined as Settlement Properties in the Deed of Settlement or Settlement Act;

**“Special Resolution”** means a resolution that has been passed with the approval of not less than 75% of the Adult Members of Ngati Awa who validly cast a vote in accordance with the process set out in the Fourth Schedule;

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

**“Statements of Intent”** means the statements of intent prepared by The Company and the Community Development Trust in accordance with *clause 11.1*;

**“Te Kahui Kaumatua”** means the council of elders of Ngati Awa established in accordance with *clause 4*;

**“The Company”** means the company that the Runanga is required to establish pursuant to *clause 6.1* to undertake Commercial Activities;

“**Wahi Pooti**” means the place or places nominated by the Runanga for the purposes of allowing the Adult Members of Ngati Awa that are registered with a particular Hapu to cast in person their vote on the election of the Representative to be elected by that Hapu in accordance with the Second Schedule;

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

“**Whakaruruhau**” means the whakaruruhau of the Runanga appointed in accordance with *clause 4.8*.

## **1.2 Interpretation**

In this Charter, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other gender;
- (c) references to persons include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute 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 Charter;
- (f) the schedules to this Charter shall form part of this Charter;
- (g) headings appear as a matter of convenience only and shall not affect the interpretation of this Charter;
- (h) references to a company are references to a company incorporated pursuant to the Companies Act 1993;
- (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 RUNANGA**

### **2.1 Runanga reconstituted**

The Runanga shall be governed and administered by and in accordance with the Runanga Act and this Charter.

## **2.2 Status and objects of Runanga**

The Runanga has the authority to represent Ngati Awa in all matters. Subject to the Runanga Act and this Charter the Runanga may do all such things it considers necessary or desirable in its sole discretion to perform or otherwise carry out the Runanga's Purposes.

## **2.3 Purposes of the Runanga**

The purposes of the Runanga are to receive, manage and administer the Runanga's Assets on trust for the relief of poverty, the advancement of education or religion or any other object or purpose that is beneficial to the Ngati Awa community and shall include without limitation:

- (a) the promotion amongst Ngati Awa of the educational, spiritual, economic, social and cultural advancement or well-being of Ngati Awa and its Hapu;
- (b) the maintenance and establishment of places of cultural or spiritual significance to Ngati Awa;
- (c) the promotion amongst Ngati Awa of mental health and well-being of the aged or those suffering from mental or physical sickness or disability; and
- (d) any other charitable purpose that is beneficial to the Ngati Awa community.

## **2.4 Restriction on activities**

- (a) The activities of the Runanga may not be carried on for private pecuniary profit or gain (except and only to the extent provided for in *clauses 16, 17 and 18*) and the objects and purposes of the Runanga shall not include or extend to any matter or thing which is or shall be held or determined not to be consistent with *clause 2.3* and the powers and purposes of the Representatives and the Runanga shall be restricted accordingly.
- (b) The objects and purposes of the Runanga shall be limited to New Zealand.

## **2.5 Restriction on Major Transactions**

Notwithstanding *clause 2.2*, the Runanga and any entity which is a member of the Ngati Awa Group must not enter into a Major Transaction unless that Major Transaction:

- (a) Is approved by way of Special Resolution; or
- (b) Is contingent upon approval by way of Special Resolution; and
- (c) Notice is given to the Adult Members of Ngati Awa in accordance with *rule 5.1 of the Fourth Schedule*.

### **3. ELECTION, POWERS AND MEETINGS OF REPRESENTATIVES**

#### **3.1 Election in accordance with Second Schedule**

The Representatives from time to time of the Runanga shall be elected to office in accordance with the rules set out in the Second Schedule.

#### **3.2 Representatives to control Runanga affairs**

Subject to any requirements imposed by the Runanga Act, this Charter, the Deed of Settlement, the Settlement Act and, while the Runanga is a mandated iwi organisation for the purposes of the Maori Fisheries Act 2004, that Act the Representatives shall control and supervise the business and affairs of the Runanga in such manner as they see fit.

#### **3.3 Proceedings of Representatives**

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

### **4. APPOINTMENT OF TE KAHUI KAUMATUA AND TE WHAKARURUHAU**

#### **4.1 Appointment of Te Kahui Kaumatua**

The Runanga shall establish a council of elders of Ngati Awa to be known as Te Kahui Kaumatua, to which each Hapu shall be entitled to appoint one koroua or kuia provided that such koroua or kuia must be registered as a Member of that Hapu.

#### **4.2 Appointment of Chair and Deputy**

At the first meeting of Te Kahui Kaumatua following the appointment of its members Te Kahui Kaumatua shall appoint one of their number to be chairperson and (at their discretion) one to be deputy chairperson.

#### **4.3 Considerations in appointing Te Kahui Kaumatua**

Appointees to Te Kahui Kaumatua shall be Members of Ngati Awa who are of good standing and who are knowledgeable of Ngati Awa tikanga, reo, kawa and korero.

#### **4.4 Te Kahui Kaumatua to protect Mauri**

Te Kahui Kaumatua shall be responsible for protecting the Mauri of Ngati Awa and facilitating the resolution of any disputes that may arise in connection with the Runanga or any part of the Ngati Awa Group regarding the tikanga, reo, kawa and korero of Ngati Awa.

#### **4.5 Te Kahui Kaumatua to advise on tikanga etc**

In addition to protecting the Mauri of Ngati Awa, Te Kahui Kaumatua shall advise the Runanga on matters involving Ngati Awa tikanga, reo, kawa and korero.

#### **4.6 Quorum**

The quorum for any meetings of Te Kahui Kaumatua shall be not less than five (5) duly appointed koroua and kuia.

#### **4.7 Proceedings of Meetings**

The rules of the Third Schedule as to notice of meetings of Representatives shall apply equally to notice of meetings of Te Kahui Kaumatua. Otherwise Te Kahui Kaumatua shall regulate its proceedings as it sees fit.

#### **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.

#### **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.

#### **4.10 Whakaruruhau to attend Runanga Meetings**

The Whakaruruhau may attend Runanga meetings and may speak on issues relating to the tikanga, reo, kawa and korero of Ngati Awa. Unless the Whakaruruhau is also a Representative, the Whakaruruhau shall not be counted in any quorum nor have any voting rights at Runanga meetings.

#### **4.11 Whakaruruhau to provide advice and support**

The Whakaruruhau may as required provide advice and support to the Runanga and the Chief Executive Officer.

#### **4.12 Remuneration of Whakaruruhau**

The Runanga shall determine the remuneration payable to the Whakaruruhau.

### **5. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES**

#### **5.1 Runanga to appoint Chief Executive Officer**

The Runanga shall appoint a Chief Executive Officer to manage the day to day administration of the Runanga including without limitation the implementation of the Runanga's planning, reporting and monitoring obligations under this Charter.

#### **5.2 Delegations to Chief Executive Officer**

The Chief Executive Officer shall be responsible for the employment of all other employees of the Runanga and shall exercise such other powers and discretions as are delegated to him or her by the Runanga from time to time.

#### **5.3 Representatives not to be employed**

A Representative may not hold the position of Chief Executive Officer nor may a Representative be an employee of the Runanga.

### **6. RUNANGA TO ESTABLISH COMPANY AND TRUST**

#### **6.1 Establishment of Company and Trust**

In receiving, controlling, and supervising the use of the Runanga's Assets on behalf of Ngati Awa, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise,

the Runanga shall establish and oversee the operations of The Company and the Community Development Trust.

**6.2 Ownership and Control of the Company**

The Company shall be 100% owned and controlled by the Runanga.

**6.3 Control of the Community Development Trust**

The Community Development Trust shall, if and while it is a company, be 100% owned and controlled by the Runanga. If and when the Community Development Trust is established as a trust then the Runanga shall have and retain the power to appoint and remove the Trustees of that trust.

**6.4 The Company**

The Company, shall as its objective and sole purpose manage those of the Runanga's Assets that are of a commercial nature, which the Company shall manage on a prudent, commercial and profitable basis and in doing so shall conduct or otherwise undertake all Commercial Activities of the Ngati Awa Group, either itself or through any subsidiary established for that purpose, on behalf of and solely for the benefit of the Runanga in the furtherance of the Runanga's Purposes.

**6.5 Community Development Trust**

The Community Development Trust, shall as its objective and sole purpose use and administer on behalf of the Runanga such of the Runanga Assets as may be transferred or allocated to it for the purposes of conducting or otherwise undertaking Community Development Activities of the Ngati Awa Group, either itself or through any subsidiary or other entity established for that purpose, on behalf of and solely for the benefit of Ngati Awa in the furtherance of the Runanga's Purposes.

**6.6 Runanga to monitor**

In giving effect to the Runanga's Purposes the Runanga shall be responsible for monitoring and otherwise overseeing the activities of The Company and the Community Development Trust. The Runanga shall not conduct or otherwise undertake Commercial Activities or, in competition with the Community Development Trust, Community Development Activities. The Runanga shall also exercise its ownership or other interests in The Company and the Community Development Trust in such a way as to promote the performance by The Company and the Community Development Trust of their respective objectives and respective sole purposes as set out in this Charter.

**6.7 Assets held for Ngati Awa**

All assets held and income derived by any member of the Ngati Awa Group, including without limitation The Company and the Community Development Trust shall be held and derived for and on behalf of the Runanga.

**6.8 Directors responsible for governance**

For the avoidance of doubt, and except as expressly provided by this Charter, all companies (including The Company) and other entities within the Ngati Awa Group shall be

governed by their respective boards and the role of the Runanga in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Runanga as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.

#### **6.9 Remuneration of directors and Trustees**

The Runanga shall determine the remuneration payable to any:

- (a) director of The Company;
- (b) trustee or director of the Community Development Trust; and
- (c) trustee or director of any other member of the Ngati Awa Group.

#### **6.10 No influence in determining remuneration**

No Representative receiving any remuneration referred to in *clause 6.9* shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Representative in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.

### **7. APPOINTMENT OF DIRECTORS AND TRUSTEES**

#### **7.1 Appointment and removal of directors and Trustees**

The directors of The Company and the trustees of the Community Development Trust shall be appointed and removed by the Runanga.

#### **7.2 Directors of The Company**

There shall be not more than 7 and not less than 5 directors of The Company. A majority of the directors of the Company, must be Members of Ngati Awa, although such directors need not be Representatives.

#### **7.3 Trustees of Community Development Trust**

There shall be not more than 7 and not less than 5 trustees of The Community Development Trust. A majority of trustees must be Members of Ngati Awa, although such trustees need not be Representatives. If the Community Development Trust is a company it shall have not more than nine (9) and not less than five (5) directors. A majority of those directors must be Members of Ngati Awa although such directors need not be Representatives.

#### **7.4 Appointments with regard to skills and expertise**

A director of The Company and trustee or director (if applicable) of the Community Development Trust shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that The Company or (as applicable) the Community Development Trust undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.

### **7.5 Rotation of directors of The Company**

One third of the directors of The Company, or if their number is not a multiple of 3 then the number nearest to one third, shall retire from office as at the date chosen for the annual general meeting of The Company in each year. The directors to retire shall be those who have been longest in office since their last appointment. However, in the case of directors who were last appointed on the same day, those to retire will be determined by agreement between those directors or, if agreement cannot be reached, by lot. Retiring directors will be eligible for reappointment.

### **7.6 Rotation of Trustees of Community Development Trust**

One third of the trustees or directors (if applicable) of the Community Development Trust, or if their number is not a multiple of 3 then the number nearest to one third, shall retire from office as at the date chosen for the annual general meeting of the Community Development Trust in each year. The trustees or directors (if applicable) to retire shall be those who have been longest in office since their last appointment. However, in the case of trustees or directors (if applicable) who were last appointed on the same day, those to retire will be determined by agreement between those trustees or directors (if applicable) or, if agreement cannot be reached, by lot. Retiring trustees or directors (if applicable) will be eligible for reappointment.

## **8. APPLICATION OF INCOME**

### **8.1 Company to remit funds to the Runanga**

The Company shall in each Income Year remit to the Runanga so much of the surplus income derived by The Company on behalf of the Runanga as is agreed between The Company and the Runanga having regard to:

- (a) The Company's objective and sole purpose in *clause 6.4* and the desirability of retaining and reinvesting income to meet that objective and purpose;
- (b) the projected operating requirements of The Company and its subsidiaries as set out in their plans; and
- (c) the responsibilities and duties of the directors of The Company to comply with the requirements of the Companies Act 1993.

### **8.2 Runanga to make payments to Community Development Trust**

The Runanga shall in each Income Year pay such portion of its income as it may determine to the Community Development Trust. The Community Development Trust shall apply all such income received by it towards the fulfilment of its objective and sole purpose as set out in *clause 6.5*.

### **8.3 Representatives may apply income as they see fit**

Except as required by *clause 8.2*, and subject to any other requirements in this Charter, the Runanga may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from The

Company) in any Income Year as the Runanga in its sole discretion thinks fit for or towards the Runanga's Purposes.

#### **8.4 Payments out of income**

The Runanga may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Runanga in its discretion from time to time thinks fit, including:

- (a) as a reserve against losses and contingencies, and the Runanga may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose;
- (b) as a reserve to meet fluctuations of income in future years and other contingencies;  
or
- (c) as a reserve for future investments or acquisitions.

#### **8.5 Matters to consider in applying income**

In making any decision as to the application of the income in any Income Year, the Runanga shall, in exercising its discretion:

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

### **9. PLANS**

#### **9.1 Runanga to prepare annual plan**

The Runanga shall prepare no later than one month before the commencement of each Income Year an annual plan which specifies in respect of that Income Year the following information:

- (a) the strategic vision of the Runanga for the Ngati Awa Group;
- (b) the nature and scope of the activities proposed by the Runanga for the Ngati Awa Group in the performance of the Runanga's purposes;
- (c) the ratio of capital to total assets;
- (d) the performance targets and measurements by which performance of the Ngati Awa Group may be judged;
- (e) the manner in which it is proposed that projected income will be dealt with; and

- (f) any proposals for the ongoing management of the Runanga's Assets having regard to the interests of all Members of Ngati Awa.

## **9.2 Runanga to prepare 5 year plan**

The Runanga shall also produce within 12 months following the execution of this Charter, and update not less than every two years, a 5 year plan. Such a plan shall set out the longer term vision of the Runanga in respect of the matters referred to in *clause 9.1(a) to (f)* and shall include a statement by the Representatives of the commercial, management and distribution policies that the Runanga intends to follow in respect of the Runanga Assets.

## **10. ANNUAL REPORTS, ACCOUNTS AND AUDITOR**

### **10.1 Preparation of annual report**

The Runanga must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Ngati Awa Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Ngati Awa Group for that Income Year. The financial statements shall include as a separate item details of any remuneration or fees paid to any Representative or any Representative's firm (including without limitation any such payment to any Representative as a director of The Company, or as a trustee or director of the Community Development Trust, or as a director or trustee of any other member of the Ngati Awa Group) and details of any premiums paid in respect of Representatives' indemnity insurance.

### **10.2 Audit of financial statements**

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

### **10.3 Appointment of auditor**

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

## **11. COMPANY PLANS AND REPORTS**

### **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);

#### **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.

#### **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:

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

but excluding the information required by section 211(1)(g) of the Companies Act 1993 where the Runanga so decides pursuant to *clause 11.6*.

**11.4 Community Development Trust to meet Companies Act standard**

All reports by the Community Development Trust shall be provided to the same standard, including as to form and content as is required under *clause 11.3*, as if the Community Development Trust were a company.

**11.5 Report to include comparison against plans**

In addition to the matters set out in *clause 11.3*, all reports by The Company and the Community Development Trust shall include: a comparison of their performance against both their respective annual plans for that Income Year and their medium and longer term planning objectives (as set out in the 5 year plans and Statement of Intent).

**11.6 Protection of Sensitive Information**

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

**11.7 Previously Approved Plans and Statements of Intent**

Pending approval of any Statement of Intent, 5 year plan or annual plan by the Runanga, The Company and Community Development Trust may continue to implement any Statement of Intent, 5 year plan and annual plan previously approved by the Runanga.

**12. DISCLOSURE OF PLANS, REPORTS AND MINUTES**

**12.1** The Runanga shall hold at its offices and make available for inspection by any Member of Ngati Awa during normal business hours on any Business Day:

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

Any Member of Ngati Awa shall be entitled to obtain copies of this information. However the Runanga shall also be entitled to recover at its discretion all reasonable copying or postage costs (if any).

### **13. NO DISCLOSURE OF SENSITIVE INFORMATION**

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

### **14. GENERAL MEETINGS**

#### **14.1 Runanga to hold annual general meeting**

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

- (a) report on the operations of the Ngati Awa Group during the preceding Income Year;
- (b) present the Annual Report and duly audited Consolidated Financial Statements;
- (c) present the proposed Annual Plan;
- (d) announce the names of all newly appointed Representatives;
- (e) approve the appointment of the auditor for the next Income Year;
- (f) approve the Representatives' remuneration;
- (g) undertake all other notified business; and
- (h) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

#### **14.2 Approval of Representatives' remuneration**

No remuneration will be paid to a Representative in his or her capacity as a Representative unless that remuneration has been authorised by a resolution of the Adult Members of Ngati Awa present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Representatives as a monetary sum per annum payable either to all Representatives taken together or to any person who from time to time holds office as a Representative. This clause does not apply to any remuneration paid to any Representative in his or her capacity as a director of the Company, a director or trustee of the Community Development Trust, or a director or trustee of any other member of the Ngati Awa Group and that remuneration shall be determined by the Runanga pursuant to *clauses 6.9 and 6.10*.

### **14.3 Notice of general meeting**

The Runanga shall give not less than twenty-one (21) days notice of the holding of the annual general meeting, such notice to be posted to all Adult Members of Ngati Awa at the last address shown for each such Adult Member of Ngati Awa on the Ngati Awa Register. 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 Runanga considers that a significant number of Members of Ngati Awa 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.

### **14.4 Notice of special meetings**

In addition to the annual general meeting of the Runanga, the Runanga shall convene a special general meeting of the Runanga on the requisition of:

- (a) the Chairperson and Deputy Chairperson for the time being of the Runanga; or
- (b) any 5 Representatives; or
- (c) 100 Adult Members of Ngati Awa, provided that those Adult Members of Ngati Awa are registered with not less than 11 Hapu.

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 Runanga setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Runanga shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

### **14.5 Annual General Meeting not limited to notified business**

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

### **14.6 Special 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.

### **14.7 Invalidation**

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

#### **14.8 Deficiency of notice**

Subject to *clause 14.6*, a deficiency or irregularity in a notice of any 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 Members of Ngati Awa who attend the meeting agree to waive the deficiency or irregularity.

#### **14.9 Quorum**

The quorum required for any annual or special general meeting of the Runanga shall be seventy (70) Adult Members of Ngati Awa present in person who are registered with not less than 75% of the number of Hapu including amongst those Adult Members no less than twelve (12) Representatives.

#### **14.10 Chairing of meetings**

The Chairperson for the time being of the Runanga 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 Representatives present shall elect one of their number to substitute as the chairperson for that meeting.

#### **14.11 Voting**

To the extent that a vote is sought or required at any annual or special general meeting, every Adult Member of Ngati Awa 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. However, except as provided in *clauses 14.1(e) and 14.2*, the Runanga 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. Nothing in this *clause 14.11* detracts from the obligation of the Runanga to comply with any Special Resolution passed in accordance with the Fourth Schedule.

#### **14.12 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 re-convened 7 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 Members of Ngati Awa present will constitute a quorum.

#### **14.13 Unruly meetings**

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

may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.

#### **14.14 Minutes**

The Runanga 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.

#### **14.15 Minutes to be evidence of proceedings**

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

#### **14.16 Minutes to be evidence of proper conduct**

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

### **15. DISCLOSURE OF INTERESTS**

#### **15.1 Definition of interested Representative**

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

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

#### **15.2 Interests in common with Hapu**

Notwithstanding *clause 15.1* no Representative will be interested in a matter where that Representative is a member of a Hapu and where his or her interest is not different in kind from the interests of other members of that Hapu.

#### **15.3 Disclosure of interest to other Representatives**

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

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

#### **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.

#### **15.5 Recording of Interest**

A disclosure of interest by a Representative shall be recorded in the minute book of the Runanga.

### **16. DEALINGS WITH "INTERESTED" REPRESENTATIVES**

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

### **17. PROHIBITION OF BENEFIT OR ADVANTAGE**

- 17.1** 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.

### **18. REMUNERATION AND EXPENSES**

#### **18.1 No private pecuniary profit**

No private pecuniary profit may be made by any person from the Runanga. However, each Representative shall be entitled:

- (a) in each Income Year, to remuneration for his or her services as a Representative as may be reasonable having regard to his or her duties and responsibilities (including duties and responsibilities as a director of The Company, or as a trustee or director of the Community Development Trust or as a director or trustee of any other member of the Ngati Awa Group) so long as that remuneration has been properly authorised pursuant to *clause 14.2* or determined pursuant to *clauses 6.9* and *6.10* as the case may be;

- (b) to be reimbursed for fair and reasonable expenditure incurred by him or her on behalf of the Runanga or any member of the Ngati Awa Group, subject in every case to approval by the Runanga;
- (c) if any Representative is engaged in a profession or business, to charge fees for work done by that Representative or that Representative's firm (whether or not the work is of a professional or business nature) on the same basis as if that Representative was not one of the Representatives but contracted to carry out the work on their behalf.

## **18.2 Disclosure of Representative remuneration**

The Runanga shall, in accordance with *clause 10.1*, show the amount of any remuneration paid to or fees charged by, any Representative or any Representative's firm and the amount of any premiums paid out of the Runanga's Assets for any Representative indemnity insurance separately in the financial statements including any payments made pursuant to *clause 20*.

## **19. LIABILITY OF REPRESENTATIVES**

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

## **20. INDEMNITY AND INSURANCE**

### **20.1 Indemnity and insurance for Representatives**

Any Representative, officer or employee of the Runanga or any member of the Ngati Awa Group may be indemnified or have their insurance costs met out of the Runanga's 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 Runanga or any member of the Ngati Awa Group, where those proceedings do not arise out of any failure by the Representative 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 Runanga or any member of the Ngati Awa Group with the object of fulfilling the Runanga's Purposes.

### **20.2 Indemnity and insurance costs to be just and equitable**

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

### **20.3 Indemnity and insurance re specific trusts**

If any assets are held by the Runanga on any separate specific trust, then any Representative, officer or employee of the Runanga 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.

#### **20.4 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.

### **21. NGATI AWA NOT TO BE BROUGHT INTO DISREPUTE**

#### **21.1 Representatives not to bring into disrepute**

No Representative shall act in a manner which brings or is likely to bring the Runanga or any member of the Ngati Awa Group into disrepute.

#### **21.2 Directors not to bring into disrepute**

The Runanga shall also require that any directors or trustees appointed by or at the direction of the Runanga to any company or (as applicable) any trust in which the Runanga has an interest do not act in a manner which brings or is likely to bring the Runanga or any member of the Ngati Awa Group into disrepute.

#### **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.

#### **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).

- (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.

#### **21.5 Censure or removal to be notified**

The censure or removal of a Representative in accordance with this clause shall, together with reasons, be immediately notified in writing to the Hapu that elected the Representative concerned. The censure or removal shall also be reported to the Members of Ngati Awa at the next Annual General Meeting of the Runanga following such censure or removal.

#### **21.6 Effect of Removal**

A Representative removed from office in accordance with *clause 21.3* shall cease to hold office as a Representative forthwith and shall not be entitled to be re-elected as a Representative for a period of not less than 3 years following his or her removal.

#### **21.7 Replacement of Removed Representative**

The removal of a Representative in accordance with *clause 21.3* shall give rise to a casual vacancy which shall be filled in accordance with *rule 4.7 of the Second Schedule*.

### **22. GIFTS OR DONATIONS**

#### **22.1 Runanga may accept specific trusts**

Notwithstanding any other provision in this Charter, the Runanga may accept, hold or otherwise deal with any property upon trust for the purposes of the Runanga or for any specific purpose whether or not that specific purpose comes within the Runanga's Purposes. Such a trust may include any trust for the benefit of the Members of Ngati Awa or any of them. Any property held by the Runanga pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Runanga Assets.

#### **22.2 Specific trusts to be separate**

If the Runanga accepts a trust for any specific purpose as outlined in *clause 22.1* above it must keep the property subject to such trust and any income derived from it separate from the Runanga's Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.

#### **22.3 Use of specific trust assets**

The Runanga 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 Runanga may

hold, and the Runanga shall also not use the Runanga's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.

#### **22.4 Expenses of specific trust**

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

### **23. RECEIPTS FOR PAYMENTS**

**23.1** The receipt of the Runanga signed by any person or persons authorised to give receipts on behalf of the Runanga, shall be a complete discharge from the Runanga for that payment.

### **24. AMENDMENTS TO CHARTER**

#### **24.1 Special Resolution required**

Subject to *clause 24.2* all amendments to the Charter shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.

#### **24.2 Limitations on Amendment**

No amendment shall be made to the Charter which:

- (a) is inconsistent with the Act;
- (b) changes the Runanga's Purposes;
- (c) changes this *clause 24.2*;
- (d) changes the restrictions in *clause 2.4(a), 16, 17 or 18*;
- (e) changes *clause 25*; or
- (f) changes the requirement for a Special Resolution (as defined from time to time) in *clause 24.1*.

#### **24.3 Requirements to alter Hapu list**

Where a proposed amendment to the Charter will have the effect of either adding a new Hapu to the list of Hapu set out in the Fifth Schedule or deleting a Hapu 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 Hapu has been submitted by a Member of Ngati Awa to the Runanga which has sought the advice of Te Kahui Kaumatua;
- (b) Te Kahui Kaumatua have at a duly convened meeting of Te Kahui Kaumatua resolved to endorse the addition or deletion of the Hapu and have advised the Runanga accordingly; and

- (c) Following the receipt of the advice of Te Kahui Kaumatua under *clause 24.3(b)* above, the Runanga has by a Special Resolution of Representatives agreed to submit to a special general meeting a proposal to amend the Fifth Schedule by adding or (as applicable) deleting the relevant Hapu.

#### **24.4 Consideration of proposals**

Every Member of Ngati Awa who is over the age of 18 years may put forward for consideration by the Representatives proposals for amendments to the Charter. Any proposal put forward under this *clause 24.4* must be in writing and addressed to the Chairperson at the registered office of the Runanga. Any proposal put forward under this *clause 24.4* must be considered by the Representatives.

### **25. WINDING UP**

#### **25.1 Subject to *clause 24.2*:**

- (a) The Runanga shall only be wound up or dissolved if the Adult Members of Ngati Awa have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Runanga's Purposes.
- (b) On the winding up or dissolution of the Runanga, the Representatives must give or transfer all of the Runanga's Assets after the payment of costs, debts and liabilities to one or more organisations or bodies within New Zealand having similar objects to the Runanga (being objects beneficial to the Ngati Awa community) as the Adult Members of Ngati Awa by Special Resolution, shall decide.

### **26. ARCHIVING OF RECORDS**

#### **26.1 Records to be held for seven years**

All minutes and other records of any proceedings of the Runanga and any companies and other entities in the Ngati Awa Group shall be held by the Runanga and those companies and other entities for a period of seven years.

#### **26.2 Records to be archived with Archives Trust**

At the expiry of seven years records of the Runanga and the companies and other entities in the Ngati Awa Group shall be forwarded to the Ngati Awa Archives Trust for archiving purposes.

#### **26.3 Records may be retained for longer**

Notwithstanding *clauses 26.1* and *26.2* the Runanga and any of the companies and other entities within the Ngati Awa Group may hold on to any records for a period exceeding seven years if in their discretion they consider that such records contain information that is commercially or otherwise sensitive or is still required by the Runanga or entity to which the information relates.

## **27. CLASSIFICATION OF LANDS HELD BY RUNANGA**

### **27.1 Awanuiarangi II Land**

The Runanga may from time to time by resolution of the Representatives determine that any land the fee simple estate of which is registrable or registered under the Land Transfer Act 1952 in the name of the Runanga:

- (a) be registered in the name of Awanuiarangi II, rather than in the name of the Runanga; or
- (b) be no longer registered in the name of Awanuiarangi II and instead be registered in the name of the Runanga.

### **27.2 Runanga to Give Direction (Awanuiarangi II Land)**

On the passing of any resolution of the Representatives in accordance with *clause 27.1*, the Runanga shall give a direction in writing to the Registrar-General of Land pursuant to the relevant provision of the Settlement Act to register the land in the name of:

- (a) Awanuiarangi II; or
- (b) the Runanga;

as the case may be.

### **27.3 Protected Land**

The Runanga may from time to time by Special Resolution of Representatives determine that:

- (a) any land which is a Settlement Property (or part of a Settlement Property) or any other land to which Section 9 of the Deed of Settlement applies become Protected Land; or
- (b) any Protected Land no longer be Protected Land.

### **27.4 Runanga to Give Direction (Protected Land)**

Where a Special Resolution of Representatives is passed:

- (a) that any land become Protected Land under *clause 27.3(a)*, the Runanga shall give a direction in writing to the Registrar-General of Land that the land to which the Special Resolution of Representatives relates is to be Protected Land under the relevant provision of the Settlement Act; or
- (b) that any land no longer be Protected Land under *clause 27.3(b)* the Runanga shall give a direction in writing to the Registrar-General of Land that the land to which the Special Resolution of Representatives relates is no longer to be Protected Land.

**27.5 Form of Directions to Registrar-General**

- (a) Any direction required to be given to the Registrar-General pursuant to this *clause 27* must be signed by three Representatives who were present at the meeting at which the resolution to which the direction relates was passed.
- (b) Any direction given to the Registrar-General pursuant to *clause 27.2(a)* may be accompanied by or include a direction pursuant to *clause 27.4(a)* and any direction given pursuant to *clause 27.2(b)* may be accompanied by or include a direction given pursuant to *clause 27.4(b)*.

**27.6 Classification of Inalienable Land**

The Runanga may by Special Resolution of the Representatives determine from time to time that any land held by or on behalf of the Runanga (including, without limitation, Awanuiarangi II Land and Protected Land) is to be classified as Inalienable Land.

**27.7 Removal of Classification of Inalienable Land**

Where any land has been classified as Inalienable Land it shall remain Inalienable Land until a Special Resolution is passed in accordance with the Fourth Schedule that the land (or part of it) no longer be Inalienable Land and upon the passing of that Special Resolution the land to which the Special Resolution applies shall no longer be classified as Inalienable Land.

**27.8 Prohibition on Dealings with Inalienable Land**

While any land is classified as Inalienable Land the Runanga must not:

- (a) sell, transfer or otherwise permanently dispose of the land or any part of it; or
- (b) grant any mortgage, charge or other encumbrance over the land or any part of it which confers a power of sale.

**27.9 Register of Lands**

The Runanga shall maintain a Register of Lands setting out the following details with regard to all land held by or on behalf of the Runanga:

- (a) address (if applicable);
- (b) legal description;
- (c) whether the land is held and registered in the name of Awanuiarangi II or the Runanga or some other entity on behalf of the Runanga;
- (d) any classification of the land as Protected Land in accordance with the procedure set out in this *clause 27*.
- (e) any classification of the land as Inalienable Land in accordance with the procedure set out in this *clause 27*;

Where any change of registered holder of any land or change of classification of any land is effected in accordance with this *clause 27*, those details shall be entered into the Register of Lands.

#### **27.10 Winding Up or Dissolution**

Nothing in this *clause 27* shall prevent the Runanga from gifting or transferring any Inalienable Land or Protected Land in accordance with *clause 25.1(b)*, on the winding up or dissolution of the Runanga.

### **28. DISPUTE RESOLUTION**

#### **28.1 Disputes**

In the event that a dispute arises regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of Ngati Awa then that dispute shall be referred in first instance to the Runanga.

#### **28.2 Notice of Dispute**

All disputes referred to the Runanga in accordance with *clause 28.1* 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.

#### **28.3 Reference to Te Kahui Kaumatua**

If a dispute is not settled within 30 days of the receipt by the Runanga of written notice of the dispute in accordance with *clause 28.2* then that shall be referred to Te Kahui Kaumatua.

#### **28.4 Te Kahui Kaumatua to appoint Te Roopu Rongomau**

On having a dispute referred to it, and consistent with its responsibility to protect the mauri of Ngati Awa, Te Kahui Kaumatua shall appoint Te Roopu Rongomau which shall consist of three Ngati Awa koroua and kuia who, in the view of Te Kahui Kaumatua, have the necessary skills and expertise to deal with the relevant dispute. The role of Te Roopu Rongomau in dealing with the dispute shall be to facilitate and make findings and decisions on the disputes referred to it.

#### **28.5 Deliberations of Te Roopu Rongomau**

In dealing with any dispute Te Roopu Rongomau 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 it should be dealt with. The findings and decisions of Te Roopu Rongomau shall be final and binding on the parties.

#### **28.6 Te Roopu Rongomau to convene hui**

In facilitating the resolution of any dispute Te Roopu Rongomau may convene a general meeting of the koroua and kuia of Ngati Awa in order to discuss the matters that are in dispute.

**28.7 Hui to meet notice requirements**

Any general meeting of koroua and kuia called by Te Roopu Rongomau 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 Ngati Awa as set out in this Charter.

**28.8 Notification of Outcome**

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

**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.

**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.

**30. MAORI FISHERIES ACT 2004**

**30.1** Any proposal in relation to the disposal of Income Shares under section 70 of the Maori Fisheries Act 2004 or in relation to the disposal of Settlement Quota under sections 159, 162 or 172 of the Maori Fisheries Act 2004 may only proceed if a Special Resolution has been passed in accordance with the Fourth Schedule.

**30.2** In this *clause 30*, the terms “Income Shares” and “Settlement Quota” have the meaning given to them by the Maori Fisheries Act 2004.

**30.3** This *clause 30* does not apply to transfers between entities within the Ngati Awa Group provided that those entities comply with the relevant provisions of the Maori Fisheries Act 2004.

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## FIRST SCHEDULE

### MEMBERSHIP OF NGATI AWA AND NGATI AWA REGISTER

#### 1. RUNANGA TO KEEP REGISTER

##### 1.1 Runanga to maintain Register

The Runanga shall continue and maintain, or cause to be continued and maintained, the Ngati Awa Register which is a register of the Members of Ngati Awa.

##### 1.2 Register to comply with this Schedule

The Ngati Awa 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 Ngati Awa Register shall record in it the full names, dates of birth and postal addresses of the Members of Ngati Awa. It shall also record the name of the Hapu to which each Member of Ngati Awa has registered for the purposes of Representative elections.

##### 2.2 Registration limited to one Hapu

Although a Member of Ngati Awa may belong by whakapapa to more than one Hapu, each Member of Ngati Awa must nominate one Hapu to which they choose to register for the purposes of Representative elections, and this shall be the only Hapu registration shown for each Member of Ngati Awa on the Register. No Member of Ngati Awa shall be shown on the Register as registering with more than one Hapu.

##### 2.3 Beneficiary Registration Number

The Runanga will allocate a beneficiary identification number to each Adult Member of Ngati Awa on the Register. The Runanga will immediately after allocation, notify the relevant Adult Member of Ngati Awa of his or her beneficiary identification number.

#### 3. APPLICATIONS FOR REGISTRATION

##### 3.1 Form of applications

All applications for registration as a Member of Ngati Awa must be made in writing to the Runanga. The application must contain:

- (a) the full name, date of birth and postal address of the applicant;
- (b) the name of the Hapu to which the applicant claims affiliation for the purposes of Representative elections;
- (c) such evidence as the Runanga may from time to time require as to that applicant's status as a Member of Ngati Awa and a member of the Hapu to which the applicant

claims to affiliate in terms of paragraph (b) of this rule, including details of the whakapapa (genealogical) connection of the applicant to Ngati Awa and to the relevant Hapu.

#### **4. DECISIONS AS TO MEMBERSHIP**

##### **4.1 Whakapapa Committee to be established**

The Runanga shall establish a Whakapapa Committee to make decisions on all applications made pursuant to *rule 3.1 of this Schedule* by any person for the recording in the Ngati Awa Register of that person's membership of Ngati Awa or any of the Hapu.

##### **4.2 Composition of Whakapapa Committee**

The Whakapapa Committee shall comprise 5 members of Ngati Awa, appointed by the Runanga from time to time, with the expertise and knowledge of Ngati Awa whakapapa necessary to make determinations regarding membership applications. Representatives with the required expertise and knowledge of Ngati Awa whakapapa may be appointed to the Whakapapa Committee.

##### **4.3 Consideration of applications**

All applications for membership pursuant to *rule 3.1 of this Schedule* together with any supporting evidence shall be forwarded by the Runanga to the Whakapapa Committee.

##### **4.4 Decisions to be made on applications**

Upon receipt of an application for membership in accordance with *rule 3.1 of this Schedule* the Whakapapa Committee shall consider the application and shall make a decision as to whether the application should be accepted both as to the applicant's status as a Member of Ngati Awa and a member of the Hapu to which the applicant claims to affiliate.

##### **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 Runanga, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the appropriate part of the Ngati Awa Register.

##### **4.6 Notification of unsuccessful applicants**

In the event that the Whakapapa Committee decides to decline the application (whether as to the status of the applicant as a Member of Ngati Awa or as a member of any Hapu) then such decision shall be conveyed in writing to the Runanga together with the reasons for the decision. The Runanga shall then notify the applicant in writing of the decision together with the reasons 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 Ngati Awa or a member of any Hapu.

## **5. CHANGES OF HAPU**

### **5.1 Members may change Hapu**

Any Member of Ngati Awa who is registered on the Ngati Awa Register may, by applying in writing to the Runanga, change the Hapu that he or she is for the time being recorded as registered with.

### **5.2 Process to change Hapu**

All applications to change Hapu shall be dealt with by the Runanga in the same manner as applications for membership as set out in *rule 4 of this Schedule*.

## **6. MAINTENANCE OF REGISTER**

### **6.1 Runanga to establish policies**

The Runanga shall take such steps and institute such policies as are necessary to ensure that the Ngati Awa Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of Ngati Awa, including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of Ngati Awa are transferred to Part C of the Ngati Awa Register.

### **6.2 Assistance in identifying membership**

In maintaining the Ngati Awa Register the Runanga shall include in the policies that it develops policies for assisting in the identification and registration of those Members of Ngati Awa that are not for the time being on the Ngati Awa Register. Such policies shall include policies as to the nature of the assistance that the Runanga will provide to those persons that believe that they are Members of Ngati Awa but for whatever reason are not able to establish such membership.

### **6.3 Responsibility of Members of Ngati Awa**

Notwithstanding *rules 6.1 and 6.2 of this Schedule* it shall be the responsibility of each person who is a Member of Ngati Awa (or in the case of those persons under 18 years, the parent or guardian of that person) to ensure that his or her name is included in the Ngati Awa Register and that his or her full postal address for the time being is provided and updated.

### **6.4 Consequences of registration**

Registration of any person in the Ngati Awa Register as a Member of Ngati Awa shall be conclusive evidence of that person's status as a Member of Ngati Awa and a member of the Hapu under whose name he or she is recorded.

## **7. NGATI AWA REGISTER**

### **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.

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**SECOND SCHEDULE**  
**ELECTIONS OF REPRESENTATIVES**

**1. PROCEDURE**

**1.1 This Schedule to apply**

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

**1.2 Election to be by Hapu**

Each Hapu, acting through the Adult Members of Ngati Awa listed in the Ngati Awa Register as registered with that Hapu, shall be entitled to elect one Representative.

**2. ELIGIBILITY FOR APPOINTMENT**

**2.1 Representative to be registered with Hapu**

To be elected by a Hapu, a Representative must:

- (a) as at the closing date for nominations in the relevant election, be recorded in the Ngati Awa Register as registered with the Hapu for which the election is being held;
- (b) fulfil the eligibility requirements for
  - (i) being a trustee of a Maori Trust Board under the Maori Trust Boards Act 1955; and
  - (ii) standing for election as a candidate in a general election in accordance with the Electoral Act 1993; and
  - (iii) being an officer of a charitable entity under the Charities Act 2005; and
- (c) not have been removed from the office of Representative in accordance with *clause 21.3* within the last 3 years.

**2.2 Representatives not to be Runanga employees**

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

**2.3 Representatives may be Directors**

Nothing in this Charter, including without limitation *rule 2.2 of this Schedule*, prevents a Representative from holding office as a director or trustee of any other member of the Ngati Awa Group.

### **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.

### **4. TERM OF OFFICE**

#### **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.

#### **4.3 Continuation of Representative 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.

#### **4.4 Eligibility of sitting Representatives**

Sitting Representatives shall be eligible for re-election.

#### **4.5 Casual vacancies**

Should any casual vacancy arise as a result of a Representative ceasing to hold office prior to the expiry of his or her any Representative's term of office then that vacancy shall be filled by the holding of a further election in accordance with this Schedule provided that the Runanga shall have the discretion not to hold such an election if the casual vacancy occurs less than 6 months before the original Representative's term was due to expire.

#### **4.6 Term of casual appointments**

In the case of a Representative elected pursuant to *rule 4.5 of this Schedule* the Representative thereby appointed shall hold office for the balance of the term of office of the Representative that he or she has replaced.

#### **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 considers 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.

### **5. TIMING OF ELECTIONS**

- 5.1** The elections for Representatives in any given Election Year must, except in the case of elections to fill casual vacancies under *rule 4.5 of this Schedule* or to the extent that any review under *rule 13 of this Schedule* has been sought in respect of an election, be concluded by the time of the annual general meeting of the Runanga in that Election Year.

### **6. MAKING OF NOMINATIONS**

#### **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.

#### **6.2 Timing for nominations**

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

### **6.3 Form of notice**

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

- (a) By post to each Member of Ngati Awa shown on the Ngati Awa Register as entitled to vote at the election of Representatives (being an Adult Member of Ngati Awa who is recorded on the Ngati Awa Register);
- (b) by newspaper advertisement published on at least 2 separate days and inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Runanga considers that a significant number of Members of Ngati Awa reside; and
- (c) by such other means as the Runanga may determine.

### **6.4 Inclusion of invitation to register**

Any such notice shall also invite applications from qualified persons for inclusion of their names in the Ngati Awa Register, and shall set out the date upon which the registrations close, being the same date as that fixed as the latest date for making and lodging nominations.

### **6.5 Nomination to be in writing**

The nomination of a candidate for election as a Representative shall be in writing signed by not less than five (5) Adult Members of Ngati Awa shown on the Ngati Awa Register as being entitled to vote in respect of the election of that candidate.

### **6.6 Consent of nominee**

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

## **7. HOLDING OF ELECTIONS**

### **7.1 Mode of Voting at Elections**

Subject to *rule 7.3 of this Schedule*, voting at all elections shall be by way of secret ballot. Voting forms may either be delivered to the Chief Returning Officer by post or at a Wahi Pooti. A Wahi Pooti may, to the extent notified in any advertisement issued in accordance with *rule 7.2 of this Schedule*, receive voting forms in respect of the election of Representatives to be appointed by more than one Hapu.

### **7.2 Wahi Pooti to be held**

Subject to *rule 7.3 of this Schedule*, a Wahi Pooti shall be advertised in the newspaper or newspapers circulating in the area where the Wahi Pooti is to be held. Such an advertisement must be run at least 28 days prior to the date of the Wahi Pooti. The Wahi Pooti shall be held on the closing date for the election.

### 7.3 No election where one nominee

In the event that only one nomination is received in respect of the appointment of a Representative for any Hapu then no election shall be necessary and the person nominated shall be deemed to have been duly appointed.

### 7.4 Eligibility to vote

Those eligible to vote on the election of a Representative are:

- (a) Those Adult Members of Ngati Awa registered, in accordance with *rule 7.5 of this Schedule*, with the Hapu in respect of which the relevant Representative is to be appointed; and
- (b) Subject to *rule 10.4(b) of this Schedule* any other Member of Ngati Awa who is over the age of 18 and has, on or before the closing date for that election, provided to the Chief Returning Officer an application for registration as a member of Ngati Awa which complies with *rule 3.1 of the First Schedule* accompanied by evidence of that Member's eligibility to be registered with the Hapu in respect of which the relevant Representative is to be appointed.

Each eligible Member of Ngati Awa may only cast one vote in an election.

### 7.5 Date by which Members to be registered

The date by which an Adult Member of Ngati Awa must be recorded on the Ngati Awa Register as registered with a particular Hapu so as to be eligible to vote in the election of a Representative shall be the date upon which nominations for appointment as a Representative by that Hapu close.

### 7.6 Voting after change in Hapu affiliation

Notwithstanding *rule 7.5*, no Member of Ngati Awa may vote in any election where he or she was previously registered with a different Hapu and where that Hapu has within the last 3 years held a Representative election.

## 8. NOTICE OF ELECTIONS

### 8.1 Notice to be given

Immediately after the closing date for nominations, the Runanga shall, where an election is required:

- (a) fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
- (b) subject to *rules 7.2 and 8.2 of this Schedule*, set a date and venue for the Wahi Pooti.

### 8.2 Period of Notice

The Runanga shall give not less than 28 days notice of the closing date for the elections and the method by which votes may be cast as set out in *rule 7.1 of this Schedule*.

### **8.3 Method of Giving Notice**

Notice under *rule 8.2 of this Schedule* shall be given by:

- (a) posting notice to each Member of Ngati Awa shown on the Ngati Awa Register as entitled to vote at the election (being an Adult Member of Ngati Awa who is recorded in the Ngati Awa Register as registered with the relevant Hapu) and to any other Member of Ngati Awa over the age of 18 years who has made a written request for a notice;
- (b) inserting a prominent advertisement on at least 2 separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Runanga considers that a significant number of Members of Ngati Awa reside; and
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Runanga considers that a significant number of Members of Ngati Awa reside.

### **8.4 General Content of Notices**

Every notice given in accordance with *rule 8.3(a) and (b) of this Schedule* shall contain:

- (a) a list of the candidates for election as Representatives;
- (b) the date, time and place of the Wahi Pooti; and
- (c) the method by which votes may be cast as set out in *rule 7.1 of this Schedule*.

### **8.5 Additional Content of Postal Notice**

Each notice given in accordance with *rule 8.3(a) of this Schedule* shall also contain:

- (a) a voting form that complies with *rule 9.1 of this Schedule*;
- (b) details of the procedure to be followed in making a vote by post, including the date by which the voting form must be received by the Chief Returning Officer; and
- (c) a statement that voting forms may either be posted or delivered to the Chief Returning Officer at a Wahi Pooti.

### **8.6 Additional Information in Other Notices**

Each notice given in accordance with *rule 8.3(b) and (c) of this Schedule* shall also give details about how voting forms may be obtained.

## **9. POSTAL VOTING**

### **9.1 Other details to accompany vote**

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

## **9.2 Timing of Postal Votes**

Votes must be made no later than the closing date for the election of the Representatives 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 3 days after the closing date for the election, but only if the envelope containing the voting form is date stamped on or before the closing date for the election.

## **10. APPOINTMENT OF CHIEF RETURNING OFFICER**

### **10.1 Appointment of Chief Returning Officer**

For the purposes of elections the Runanga shall appoint as required a Chief Returning Officer who shall not be a Representative, an employee of the Runanga, or a member of the Hapu for which the election is being held, and who shall be a person of standing within the community. The Chief Returning Officer shall be responsible for co-ordinating Representative elections and may appoint such other persons ("nominee") as he or she considers necessary to assist with that task provided that such persons shall also not be Representatives, employees of the Runanga or members of the Hapu for which the election is being held.

### **10.2 Chief Returning Officer to receive voting forms**

All voting forms must be addressed to the Chief Returning Officer.

### **10.3 Chief Returning Officer to be present at Wahi Pooti**

The Chief Returning Officer or his or her nominee must be present at all times at a Wahi Pooti. The Chief Returning Officer or his or her nominee will be available to collect any completed voting forms at a Wahi Pooti. The Chief Returning Officer or his or her nominee shall also ensure that additional voting forms are available at Wahi Pooti.

### **10.4 Only one vote to be cast**

The Chief Returning Officer shall:

- (a) Ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Ngati Awa who is eligible to vote and votes in the relevant election; and
- (b) Where any Provisional Vote is cast pursuant to *rule 7.4(b) of this Schedule*, before counting that Provisional Vote consult with the Whakapapa Committee to ensure that the person casting the vote is eligible to be registered as a member of the relevant Hapu.

### **10.5 Recording of votes**

A record shall be kept by the Chief Returning Officer of all votes received and the Hapu to which the votes relate.

## **11. COUNTING OF VOTES**

### **11.1 All votes to be counted**

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

### **11.2 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 Runanga. The Runanga shall thereafter advise the candidates of the result and give notice of the same at the next annual general meeting of the Runanga in accordance with *clause 14.1(d)*.

### **11.3 Provisional Votes**

Where, in respect of any election, one or more Provisional Votes has been cast:

- (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 10.4(b) 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 10.4(b) of this Schedule* and the Provisional Votes have not been counted.

## **12. RETENTION OF ELECTION RECORDS**

### **12.1 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 Hapu 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 Runanga.

### **12.2 Retention and disposal of packets**

Subject to *rule 14.1(b) of this Schedule* the sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Runanga for a period of 1 year from the closing date for making votes in the election to which the packet relates. At the expiry of that 1 year period the packets shall be destroyed unopened.

## **13. REVIEW OF ELECTION RESULTS**

### **13.1 Candidates may seek review**

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

### **13.2 Appointment of Electoral Review Officer**

For the purposes of carrying out reviews in respect of any election the Runanga shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated to that role from time to time by the President of the New Zealand Law Society.

### **13.3 Electoral Review Officer to conduct reviews**

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

### **13.4 Form of request for review**

All applications for a review shall be submitted to the Runanga 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.

### **13.5 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 Runanga.

### **13.6 Costs**

Upon making an application for review the applicant shall also lodge with the Runanga the sum of \$500 in lieu of the costs of undertaking the review. That sum shall be held by the Runanga 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.

## **14. CONDUCT OF REVIEW**

### **14.1 Notification of Electoral Review Officer**

Upon the receipt of an application for review the Runanga 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.

### **14.2 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 may in particular seek such

further evidence or reports as he or she deems necessary including any reports or evidence from the Chief Returning Officer for the relevant election.

**14.3 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 Charter, 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 so conducted as to be substantially in compliance with the requirements of this Charter and that such defect did not materially affect the result of the election.

**14.4 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 successful candidate, or any other candidate, was duly elected, or whether the election was void and should be conducted again, and shall forthwith certify his or her decision with reasons to the Runanga. The Runanga shall then give notice of the result of the review and advise the candidates of the outcome.

**14.5 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 Runanga.

**15. TERMINATION OF OFFICE OF REPRESENTATIVES**

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

- (a) at any time ceases to fulfil the eligibility requirements for:
  - (i) being a trustee of a Maori Trust Board under the Maori Trust Boards Act 1955; or
  - (ii) standing for election as a candidate in a general election in accordance with the Electoral Act 1993;
- (b) retires from office by giving written notice to the Runanga;
- (c) completes his or her term of office and is not re-elected;
- (d) refuses to act;
- (e) is absent without leave from 3 consecutive ordinary meetings of the Representatives without good reason or without the permission of the Chairperson;
- (f) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Representative;

- (g) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (h) is convicted of an indictable offence; or
- (i) is removed from the office of Representative in accordance with *clause 21.3*.

## **16. RECORD OF CHANGES OF REPRESENTATIVES**

- 16.1** Upon the notification of every appointment, retirement, re-appointment or termination of office of any Representative the Runanga will ensure that an entry is made in the minute book of the Runanga to that effect.

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**THIRD SCHEDULE**  
**PROCEEDINGS OF REPRESENTATIVES**

**1. REPRESENTATIVES TO REGULATE MEETINGS**

- 1.1** The Representatives shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Any five Representatives may at any time by notice in writing to the Runanga summon a meeting of the Representatives and the Runanga shall take such steps as are necessary to convene such meeting.

**2. NOTICE OF MEETING**

**2.1 Notice to Representatives**

Written notice of every meeting shall be either hand-delivered, posted or sent by facsimile or by electronic form to each Representative at least 7 days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Representatives to any Representatives for the time being absent from New Zealand unless that Representative has provided details of where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Representatives 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 Representatives 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 Representatives 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 Representatives shall invalidate such meeting or the proceedings at such meeting.

**3. QUORUM**

- 3.1** Twelve Representatives shall constitute a quorum at meetings of the Representatives.

#### **4. CHAIRPERSON AND DEPUTY CHAIRPERSON**

##### **4.1 Representatives to elect**

At the first meeting of the Representatives following an election the Representatives shall appoint one of their number to be chairperson ("Chairperson") and (at their discretion) one to be deputy chairperson ("Deputy Chairperson"). The Chair and Deputy Chair must have served at least one term of three years as a Representative.

##### **4.2 Voting on election**

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

##### **4.3 Termination of office**

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

#### **5. PROCEEDINGS AT MEETINGS**

##### **5.1 Decisions by majority vote**

Unless stated otherwise in this Charter, questions arising at any meeting of Representatives shall be decided by a majority of votes. 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 Representatives. 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 Representatives present shall elect one of their number to be Chairperson of the meeting.

##### **5.3 Vacancies**

The Representatives 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 Representatives may act only for the purpose of advising of the vacancy and taking the steps necessary to procure the election of new Representatives to fill any vacancy or vacancies, and for no other purpose.

##### **5.4 Defects of appointment**

All acts done by any meeting of the Representatives or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Representative 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 Representatives becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.

## **6. DELEGATION BY REPRESENTATIVES**

### **6.1 Representatives may delegate**

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

### **6.2 Representatives to remain responsible**

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

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

### **6.3 Regulation of procedure by committees**

Subject to these rules and the provisions of this Charter, any committee established by the Representatives 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 Representatives of all persons co-opted to the committee.

## **7. RESOLUTIONS**

- 7.1** A written resolution signed by all the Representatives 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 Representatives or of that committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Representatives or members of the committee (as the case may be).

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## **8. MINUTES**

### **8.1 Minutes to be kept**

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

### **8.2 Minutes to be evidence of proceedings**

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

### **8.3 Minutes to be evidence of proper conduct**

Where minutes of the proceedings at a meeting of the Representatives 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.

## **9. TELECONFERENCE MEETINGS**

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

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

## **10. CUSTODY AND USE OF COMMON SEAL**

### **10.1 Use and custody of seal**

The Representatives shall have custody of the common seal, and from time to time by resolution, they may adopt any seal they think fit. The common seal must not be affixed to any document unless the Representatives by resolution authorise its use on that document. When a document is to be sealed on the authority of the Representatives the seal must be affixed to the document in the presence of three Representatives who must sign the document.

### **10.2 Authority for transaction sufficient**

No document entered into under the common seal shall be invalid only by virtue of the Runanga not giving its prior authority to affix the seal as long as the affixing of the seal was made pursuant to a resolution of the Runanga authorising the transaction or transactions concerned or as long as the affixing of the seal is subsequently ratified by the Runanga.

## **11. FORMS OF CONTRACTS**

### **11.1 Contracts by deed**

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

### **11.2 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 Runanga, be in writing signed by two Representatives on behalf of or by direction of the Runanga.

### **11.3 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 Runanga by any Representative or the Secretary, in either case acting by direction of the Runanga.

### **11.4 Contracts pursuant to resolution**

Notwithstanding anything to the contrary in this rule 11, no contract made by or on behalf of the Runanga 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 Runanga.

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**FOURTH SCHEDULE**  
**PROCEDURE FOR PASSING SPECIAL RESOLUTION**

**1. THIS SCHEDULE TO APPLY**

**1.1 A Special Resolution to:**

- (a) approve a Major Transaction in accordance with *clause 2.5*; or
- (b) approve any proposal relating to the disposal of income shares or settlement quota under the Maori Fisheries Act 2004 to which *clause 30* applies; or
- (c) amend this Charter in accordance with *clause 24*; or
- (d) wind up the Runanga in accordance with *clause 25*; or
- (e) determine that any Inalienable Land is no longer to be classified as Inalienable Land in accordance with *clause 27*,

shall only be passed as set out in this Schedule.

**2. POSTAL VOTING AND SPECIAL GENERAL MEETING**

- 2.1** Voting on a Special Resolution shall be by ballot, either at the special general meeting held for the purposes of considering the Special Resolution, or by post.

**3. VOTING**

- 3.1** In order for a Special Resolution to be passed it must receive the approval of not less than 75 percent of those Adult Members of Ngati Awa who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

**4. SPECIAL GENERAL MEETING REQUIRED**

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

**5. NOTICE**

**5.1 Notice of special general meeting**

The Runanga shall give not less than twenty-eight (28) days notice of the date, time and place of the special general meeting called for the purposes of considering any Special Resolution (to the intent that notice of the postal vote and the special general meeting shall be given in the same notice).

## **5.2 Method of giving notice**

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

- (a) in writing and posted to all Adult Members of Ngati Awa at the last address shown for each such Adult Member of Ngati Awa on the Ngati Awa Register and to any other Member of Ngati Awa over the age of 18 years who has made a written request for a notice;
- (b) Advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Runanga consider that a significant number of Members of Ngati Awa reside; and
- (c) 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 Ngati Awa reside.

## **5.3 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; and
- (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; and
- (f) a voting form.

## **5.4 Content of advertisement**

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

## **6. POSTAL VOTING**

### **6.1 Other details to accompany vote**

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

## **6.2 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 3 days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

## **6.3 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.

## **7. APPOINTMENT OF CHIEF RETURNING OFFICER**

### **7.1 Appointment of Chief Returning Officer**

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

### **7.2 Chief Returning Officer to receive voting forms**

Voting forms must be addressed to the Chief Returning Officer.

### **7.3 Chief Returning Officer to be present at Special General Meeting**

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

### **7.4 Eligibility to vote**

Those eligible to vote on a Special Resolution are:

- (a) Those Adult Members of Ngati Awa identified on the Ngati Awa Register on the closing date for voting; and
- (b) Subject to *rule 7.5(b) of this Schedule*, any other Member of Ngati Awa who is over the age of 18 years and has on or before the closing date for voting, provided to the Chief Returning Officer an application for registration as a Member of Ngati Awa which complies with *rule 3.1 of the First Schedule* accompanied by evidence of that Member's eligibility to be included in the Ngati Awa Register.

### **7.5 Only one vote to be cast**

The Chief Returning Officer shall:

- (a) Ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Ngati Awa who is eligible to vote on the Special Resolution; and
- (b) Where any Provisional Vote is cast pursuant to *rule 7.4(b) of this Schedule*, before counting that Provisional Vote consult with the Whakapapa Committee to ensure

that the person casting the vote is eligible to be registered on the Ngati Awa Register.

**7.6 Recording of votes**

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

**8. COUNTING OF VOTES**

**8.1 All votes to be counted**

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

**8.2 Certification and notifying result**

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

**8.3 Provisional votes**

Where, in respect of any Special Resolution, one or more Provisional Votes has been cast:

- (a) If the validity or otherwise of the Provisional Votes may affect the outcome of the Special Resolution, the Chief Returning Officer must not certify the result of the Special Resolution until the validity of the Provisional Votes has been confirmed pursuant to *rule 7.5(b) 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 Special Resolution, the Chief Returning Officer may certify the result notwithstanding that the validity of the Provisional Votes has not been confirmed pursuant to *rule 7.5(b) of this Schedule* and the Provisional Votes have not been counted.

**9. PROCEEDINGS AT SPECIAL GENERAL MEETING**

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

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**FIFTH SCHEDULE****LIST OF HAPU**

Ngati Hokopu-Te Whare o Toroa

Ngati Hokopu-Te Hokowhitu a Tu Ki Te Rahui

Ngati Wharepaia

Ngati Pukeko

Ngati Rangataua

Ngai Tamapare

Te Patuwai

Ngati Maumoana

Ngai Taiwhakaea II

Ngati Hikakino

Ngai Te Rangihouhiri II

Te Tawera

Nga Maihi

Te Pahipoto

Ngai Tamaoki

Ngai Tamawera

Ngai Tuariki

Ngati Warahoe

Ngati Hamua

Ngati Awa ki Tamaki Makaurau

Ngati Awa ki Poneke

Te Kahupake

**SIGNED** by **TE RUNANGA O** )  
**NGATI AWA** by affixing )  
its common seal in the )  
presence of: )

\_\_\_\_\_  
(Full Name of Representative)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Full Name of Representative)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Full Name of Representative)

\_\_\_\_\_  
(Signature of Representative)