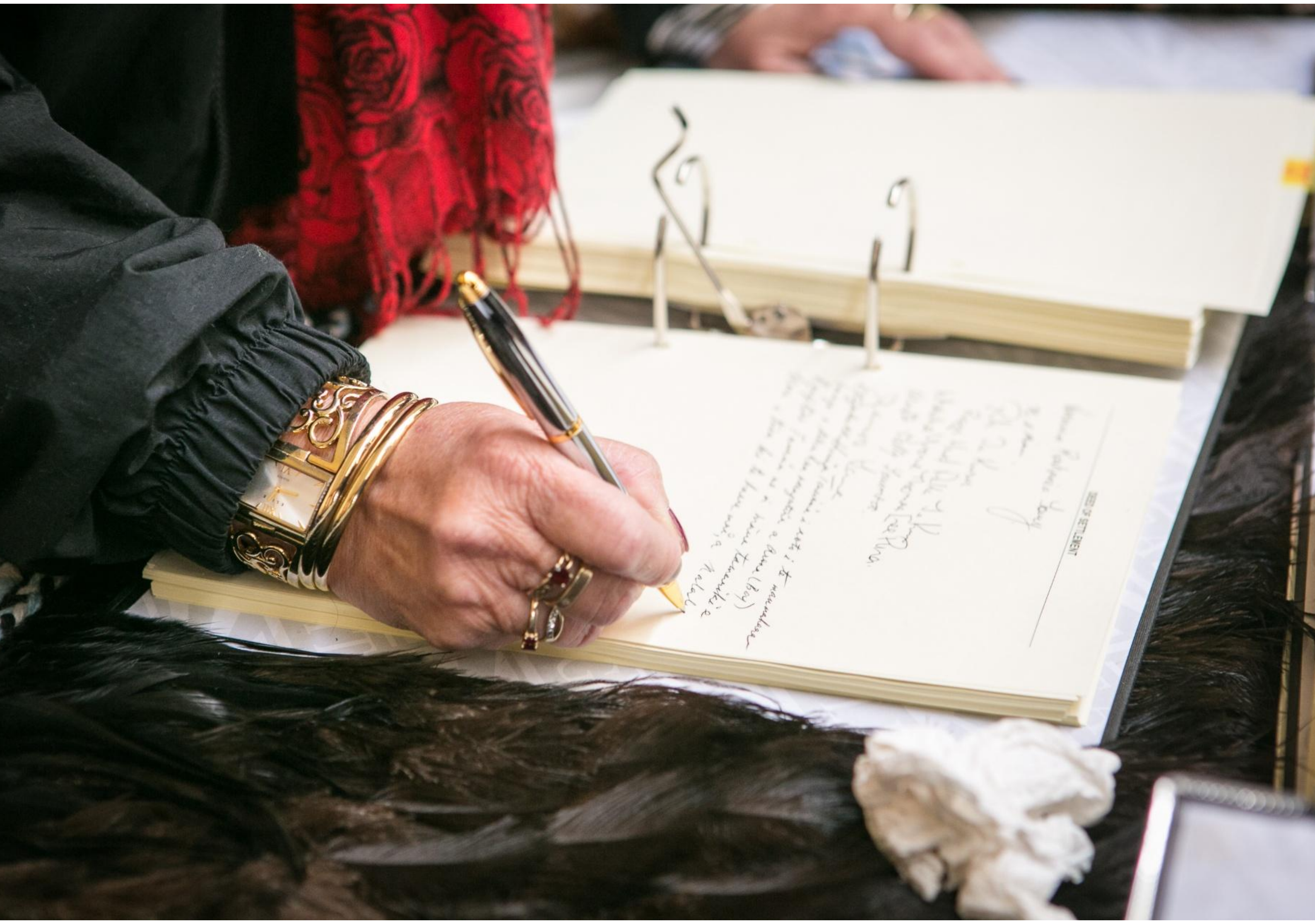
Proposed Changes to the Maungaharuru-Tangitū Trust Deed

Whānau Information Booklet



Hui-ā-Hapū | 19 September 2026, 10am
Online Hui-ā-Hapū | 22 September 2026, 6pm
Feedback closes | 25 September 2026, 5pm

Contents

He kupu whakataki | Introduction

The Maungaharuru-Tangitū Trust was established under a Trust Deed dated 18 December 2012, and the Deed was restated in 2017. Put simply, the Deed is the Trust's foundation document - its constitutional rulebook. It sets out how whānau elect Trustees, how important decisions are made, how hapū assets are protected, and the responsibilities Trustees carry when governing on behalf of current and future generations.

The Deed has now been operating for more than a decade. Reviewing a Trust Deed after this period is a normal and responsible part of good governance. Post-settlement entities need to periodically check that their constitutional arrangements remain fit for purpose as legislation changes, governance practice develops, technology changes and experience shows how the rules work in practice.

This review does not mean the current Deed has failed or that everything needs to change. Much of its foundation remains important and continues to serve our hapū. The purpose of the review is to preserve what continues to work, strengthen what could work better, update what has become outdated, and make sure the Deed remains fit for the generations that follow us.

What is being proposed?

The review has identified 66 proposed changes to the current Trust Deed. They are not all changes of the same scale.

Some are significant proposals that would change how Trustee elections work, who can serve as a Trustee, how Trustees make decisions, how conflicts and disputes are managed, how whānau participate, and how governance and management responsibilities are organised.

Other changes strengthen existing governance arrangements or update the Deed so it remains current and workable. These include Trustee development and succession, investment settings, related-party transactions, access to information, Māori data sovereignty, Trust Entity governance, updated legislation and modern electronic processes.

This booklet focuses on 13 main proposed changes that warrant fuller explanation for whānau. These are not the only changes being proposed. They have been brought forward in more detail because of their significance or because understanding their practical effect requires more explanation.

The other proposed changes are summarised later in the booklet. The appendix provides the complete map of all 66 proposed changes, including where each change relates to the current Deed, what the Deed provides now, what Trustees are proposing and what would change in practice.

This is consultation, not a vote.

The proposed changes have been informed by experience operating under the Deed, our mātāpono and uara, and legal and governance advice.

Trustees are bringing the proposals to whānau first for kōrero and feedback. Nothing is being approved through this consultation.

Trustees will consider the feedback received and may change, refine or decide not to proceed with a proposal. The final package put forward for approval may therefore be different from the proposals in this booklet.

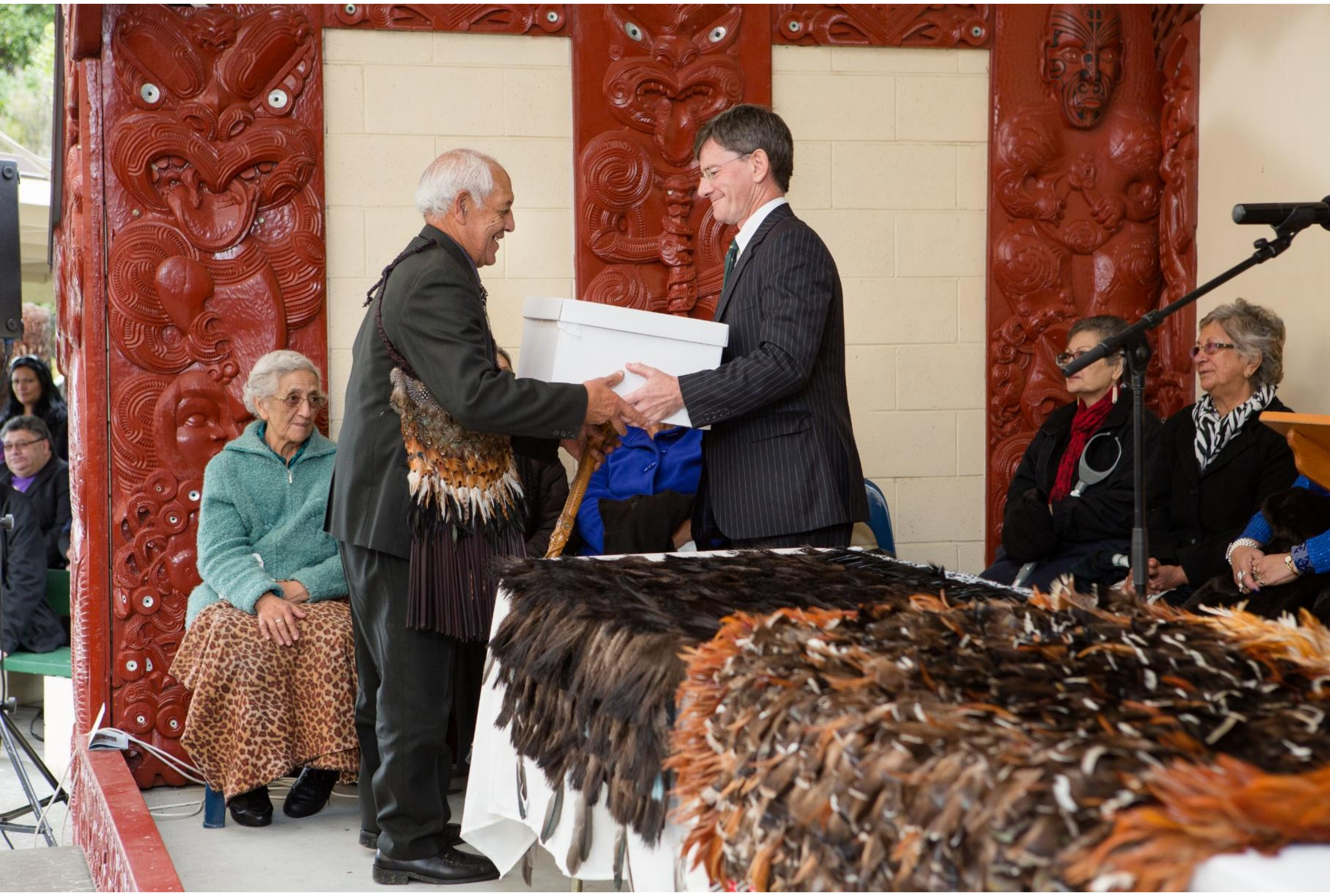
Trustees cannot amend the Trust Deed themselves. Any final amendments must be approved by Adult Registered Members through a Special Resolution, requiring at least 75% of valid votes cast to be in favour.

Before formal voting begins, whānau will be given access to the full proposed Restated Trust Deed and clear information about the final amendments and what they are being asked to approve.

This booklet is a plain-language consultation guide. It is not the final legal amendment document or voting paper.

How to use this booklet

Each of the 13 main proposed changes explains what the Deed says now, what change is proposed, why the change is needed, what it would mean in practice for whānau, and an example of what it could look like.



1. Trustee elections, four-year terms and transition

What does the Deed say now?

Trustee elections are currently held every year before the Annual General Meeting. Trustees usually serve for three years, and the seven positions are split into three groups so they do not all come up for election at once. The current terms are:

- two positions from 2024–2027
- three from 2025–2028
- two from 2026–2029.

What change is proposed?

The review proposes holding elections every two years and giving Trustees four-year terms.

Current Trustees would finish the terms whānau elected them to serve. To establish the new cycle, some Trustee positions would then have shorter one-off terms.

The proposed transition would be:

Current position	Proposed transition
Two positions expiring in 2027	Elected in 2027 for a one-off two-year term, expiring in 2029
Three positions expiring in 2028	Elected in 2028 for a one-off three-year term, expiring in 2031
Four positions elected in 2029	Four-year term, expiring in 2033
Three positions elected in 2031	Four-year term, expiring in 2035

This means elections would still occur in 2027, 2028 and 2029 during the transition. From 2029, the permanent cycle would operate every two years, alternating between four and three Trustee positions.

Why is the change needed?

Trustees govern significant settlement assets, investments, Trust Entities and kaupapa that often extend over several years. Newly elected Trustees need time to understand the Trust, build governance knowledge and relationships, contribute effectively to decisions and carry responsibility for those decisions through implementation.

Under the current system, MTT runs a Trustee election every year. Each election requires nominations, candidate information, roll preparation and checking, notices, voting material, Returning Officer processes and communication with whānau. Moving to elections every two years would reduce this cost and administrative effort and provide longer periods of governance continuity between elections.

Four-year terms would also give Trustees more time to build experience and contribute to longer-term kaupapa, while the staggered cycle means whānau would still vote every two years, alternating between four and three Trustee positions.

There is a trade-off. Each Trustee would normally come before whānau for re-election every four years rather than every three. Trustees consider that the additional year is balanced by greater governance continuity, reduced election burden and the continuation of regular two-yearly elections.

What would this mean in practice for whānau?

Whānau would continue to elect all seven Trustees.

During the transition, elections would still be held in 2027, 2028 and 2029 so the existing Trustee terms can be honoured and the new cycle established.

After that, whānau would vote in Trustee elections every two years rather than every year, alternating between four Trustee positions at one election and three at the next.

Trustees would normally serve for four years instead of three.

> ***What could this look like?***
>
> ***In 2029, four Trustee positions would be elected for four years, through to 2033. In 2031, the other three positions would be elected for four years, through to 2035.***
>
> ***From then on, whānau would vote every two years, alternating between four and three Trustee positions.***

2. Election integrity and governance continuity

What does the Deed say now?

The Deed sets out how Trustee elections are run, but does not clearly provide for what happens if an election is materially affected by an error, cannot be completed, or needs to be rerun. It also does not provide a clear process for correcting a significant problem identified before voting closes.

If retiring Trustees leave before valid replacements are confirmed, the Board could lose the numbers needed to make decisions.

What change is proposed?

As part of the voting process, the Chief Returning Officer would check that voting information has been issued to eligible Adult Registered Members and report any known delivery problems before voting closes, including problems affecting overseas members.

If a significant problem is identified before voting closes, the Chief Returning Officer would be able to take fair and proportionate action to protect the integrity of the election. This could include extending the voting period or requiring voting information to be reissued.

If the Chief Returning Officer considers that a material problem cannot be fairly corrected, they could, after obtaining appropriate independent advice, require a replacement election. Any material decision and the reasons for it would be recorded and communicated to whānau.

A retiring Trustee could remain temporarily beyond the end of their term only until a valid successor is elected or appointed. A replacement election would need to be commenced promptly.

Why is the change needed?

Trustee elections are how whānau exercise one of their most important rights under the Deed: choosing who governs MTT on their behalf. The election process therefore needs to be fair, reliable and independent.

If something significant goes wrong, there should be clear rules about who has authority to act and what can be done to protect whānau participation and the integrity of the election.

Giving that responsibility to the independent Chief Returning Officer provides separation from Trustees, particularly when the outcome determines who will sit on the Board.

The Trust also needs to be able to continue governing while an election problem is resolved. Allowing a retiring Trustee to remain temporarily would prevent an election issue from leaving the Board unable to make necessary decisions, while limiting that extension to the time needed to validly elect or appoint a successor.

What would this mean in practice for whānau?

Whānau would have greater assurance that voting information has been properly issued and that significant election problems can be addressed through a clear and independent process.

A retiring Trustee could remain temporarily beyond the end of their term where necessary to avoid a governance gap, but only until a valid successor is elected or appointed.

What could this look like?

Voting information is accidentally not sent to a significant number of eligible whānau.

MTT identifies the problem and reports it to the Chief Returning Officer. The Chief Returning Officer could require the voting information to be reissued and extend the closing date so those whānau have a fair opportunity to vote. If the problem could not be fairly corrected, the Chief Returning Officer could, after obtaining appropriate independent advice, require a replacement election.

3. Who can stand as a Trustee

What does the Deed say now?

A person standing for election must be an Adult Registered Member by the nomination closing date and must not fall within the Deed's disqualification rules. Candidates also provide a brief statement about the skills and experience they believe are relevant to serving as a Trustee.

The Deed does not currently require a candidate or serving Trustee to live in New Zealand. An eligible Adult Registered Member living overseas may therefore stand for election.

What change is proposed?

The review proposes that candidates and serving Trustees must ordinarily reside in New Zealand. A Trustee already serving when the change takes effect could finish their current term.

Candidates would also provide more structured information about the knowledge, skills, experience and connections they would bring to the role. This would help inform whānau when voting but would not give the Board a role in selecting or approving candidates.

Why is the change needed?

Trustees carry a responsibility to be kanohi kitea - present, visible and connected to our whānau, our hapū and the kaupapa of the Trust. That extends beyond attending Board meetings. Trustees are expected to participate in hui and wānanga, engage directly with whānau, maintain relationships across the hapū and be available when important matters arise.

MTT also governs significant settlement assets, Trust Entities and kaupapa grounded here in Aotearoa. Technology enables remote participation, but it does not fully replace being physically present with whānau or on the whenua when the kaupapa requires it. Distance and time zones can also affect availability and create additional travel costs.

Trustees therefore consider that ordinarily residing in New Zealand is a reasonable expectation of those elected to govern MTT and better supports kanohi kitea, availability and active participation in the life of the hapū.

There is an important trade-off. Many of our whānau live in Australia and elsewhere overseas. Under this proposal, they would no longer be eligible to stand as Trustees while ordinarily living overseas, even though they may have significant skills, experience and strong connections to the hapū.

Their whakapapa, membership, voting and participation rights would not change. Trustees are elected to govern for all Members of the Hapū, wherever they live, rather than to represent a particular geographic community.

This is therefore an important part of the proposal for whānau, particularly those living overseas, to consider and provide feedback on.

More structured candidate information would also help whānau understand the whakapapa, tikanga, reo, hapū and community leadership, lived experience and professional skills each candidate brings. Whānau would continue to decide who is elected.

What would this mean in practice for whānau?

Eligible whānau ordinarily living overseas would no longer be able to stand for election or serve as a Trustee while they remain ordinarily resident overseas.

They would remain Members of the Hapū with the same voting rights as other Adult Registered Members. They would continue to vote for all seven Trustee positions and could continue to participate in hui, consultation and other opportunities to contribute to the direction of MTT.

Trustees would continue to govern for all Members of the Hapū, wherever they live.

Whānau would also receive more consistent information about candidates, including the different knowledge, experience and leadership they bring. There would be no Board pre-selection or preferred-candidate process. Whānau would continue to decide who is elected.

What could this look like?

A registered whānau member ordinarily lives in Australia and wants to stand as a Trustee. Under the current Deed, they may stand if they meet the other eligibility requirements. Under the proposed change, they could not stand while ordinarily residing overseas.

They could still vote in Trustee elections and participate in Trust hui and consultation. If they later returned to ordinarily reside in New Zealand and met the other eligibility requirements, they could stand at a future election.

4. Supporting capable and accountable Trustees

What does the Deed say now?

The Deed requires Trustee candidates to provide a brief statement about their skills and experience and requires the Trustees to maintain a Code of Conduct. It does not currently require formal induction for new Trustees, ongoing governance development, succession planning, knowledge transfer when Trustees change, or regular reviews of how well the Board is working.

What change is proposed?

The review proposes requiring a consistent induction and onboarding process for new Trustees, ongoing governance development, knowledge transfer and succession planning.

The Board would also review its governance effectiveness at least every five years, using methods such as self-assessment, capability assessment or independent review. Boards of Trust Entities would also be reviewed periodically.

These requirements would support Trustees to grow into their roles while recognising the different strengths, knowledge and experience each Trustee brings.

Why is the change needed?

Whānau elect Trustees with different strengths and experience. Some may bring deep whakapapa, tikanga, reo and hapū knowledge; others may bring governance, commercial, financial, legal or other professional experience. All of those forms of knowledge have value, and capable governance does not mean expecting every Trustee to bring the same skills.

Trustees are collectively responsible for significant settlement assets, investments, Trust Entities and decisions affecting current and future generations. Whatever experience someone brings when elected, they need to understand MTT, their responsibilities as a Trustee and the kaupapa they have been elected to carry.

Kia Rangatira te Tū, Kia Rangatira te Whakaaro and Kia Rangatira te Mahi guide Trustees to lead well, make well-informed decisions and carry their responsibilities with integrity.

Governance also needs to remain strong as Trustees change. Deliberate succession and handover would help retain important hapū and organisational knowledge and relationships, while periodic governance reviews would help identify the Board's collective strengths, gaps and areas where further development or support is needed.

What would this mean in practice for whānau?

Whānau would continue to decide who is elected. The capability framework would not be used to screen or prevent eligible candidates from standing.

Once elected, Trustees would receive consistent induction and ongoing development. The Board would also periodically assess how effectively it is governing and where further development or support is needed.

This recognises that capable governance is collective and requires a balance of whakapapa, tikanga, community, governance and professional knowledge.

What could this look like?

A new Trustee is elected with strong whakapapa, tikanga and hapū knowledge but has not previously governed an organisation responsible for significant settlement assets and investments. They would receive induction on matters such as Trustee duties, MTT's investments, Trust Entities and key governance responsibilities, while bringing their own knowledge and experience to the Board. When Trustees change, there would also be a deliberate handover so important knowledge and relationships are carried forward.

5. A fair and workable Trustee removal process

What does the Deed say now?

A Trustee may currently be suspended where 75% of the remaining Trustees have reasonable grounds to believe that the Trustee has breached the Code of Conduct and that the breach has resulted in material detriment to the Trust.

The reasons for the suspension must be recorded in writing. Following the suspension, the remaining Trustees must promptly seek independent legal advice on the decision. Both the suspended Trustee and the remaining Trustees have the right to make written submissions as part of that process. The current Deed requires independent legal advice from a lawyer with at least seven years' standing.

A Trustee is removed only if the review concludes that the Code of Conduct was breached and that this resulted in material detriment to the Trust. Otherwise, the suspension must end.

What change is proposed?

The review proposes keeping the existing 75% threshold for suspension and the existing requirement that there must be reasonable grounds to believe a Trustee has breached the Code of Conduct and that the breach has resulted in material detriment to the Trust.

The Trustee would continue to have the right to know the concerns, respond to them, and have the matter independently reviewed before removal.

The main change is that the current requirement to obtain independent legal advice would be replaced by an independent review undertaken by someone suitably qualified, experienced and independent for the particular issue.

Why is the change needed?

Removing an elected Trustee is a serious step. Whānau elected that person to govern on their behalf, so the threshold for removal should remain high and the process must be fair, independent and robust.

The proposed change would retain those protections while allowing the independent review to be better matched to the issue. A matter may primarily involve governance conduct, tikanga, organisational behaviour or another specialist area, where someone with relevant expertise may be better placed to undertake the review than requiring a lawyer solely because they have practised for a specified number of years.

Legal advice could still be obtained whenever legal expertise is needed, including alongside other specialist advice.

This provides greater flexibility to appoint the right independent person for the issue without lowering the threshold for suspension or removal or reducing the protections available to the Trustee.

What would this mean in practice for whānau?

The threshold for suspending an elected Trustee would not be lowered. The existing grounds for suspension and removal would remain, as would the Trustee's right to respond and the requirement for independent review.

What would change is the ability to appoint an independent reviewer with the qualifications and experience best suited to the particular issue, rather than always requiring legal advice from a lawyer with at least seven years' standing.

What could this look like?

Five of the six other Trustees have reasonable grounds to believe that a Trustee has breached the Code of Conduct and caused material detriment to the Trust. This meets the existing 75% threshold for suspension, but the Trustee could not simply be removed. They would have the opportunity to respond and the matter would be independently reviewed. Under the proposed change, the reviewer would be an appropriately qualified and independent person with expertise relevant to the issue. Legal advice could still be obtained where legal expertise was required.

6. How Trustees make decisions

What does the Deed say now?

A quorum is the minimum number of Trustees needed before the Board can make a valid decision. The current quorum is five Trustees.

If vacancies, illness or absence leave fewer than five Trustees available, the Board may be unable to make decisions. If a Trustee has a conflict of interest in a matter, they cannot take part in the discussion or vote and cannot currently be counted towards the quorum for that matter.

Decisions made in writing instead of at a meeting require all Trustees to agree.

What change is proposed?

The review proposes changing the quorum to a majority of serving Trustees, but never fewer than four. On a full Board of seven Trustees, the quorum would therefore be four.

If a Trustee has a conflict of interest in a particular matter, they would still be unable to take part in the discussion or vote. However, they would be able to count towards the meeting quorum.

At least three unconflicted Trustees would still be required to participate in deciding any matter affected by a conflict of interest.

Written resolutions would continue to require all Trustees to agree.

Why is the change needed?

The Board needs to be able to continue governing when there are vacancies, unavoidable absences or conflicts, while ensuring decisions are made by enough Trustees and without influence from anyone who is conflicted.

Under the current Deed, five Trustees are required for quorum regardless of how many Trustee positions are filled. Setting quorum at a majority of serving Trustees, but never fewer than four, would reduce the risk of the Board being unable to act while still requiring four Trustees on a full seven-member Board.

A conflict creates a different issue. The conflicted Trustee should have no influence over the decision, but their conflict should not unnecessarily prevent the remaining Trustees from dealing with the matter.

The proposal therefore allows a conflicted Trustee to count towards the meeting quorum but completely excludes them from the discussion and vote. At least three unconflicted Trustees would still have to participate in making the decision.

This balances the need for the Board to keep functioning with appropriate protection against conflicted decision-making.

What would this mean in practice for whānau?

Most Board meetings could proceed where at least four serving Trustees are present, rather than requiring five.

A Trustee with a conflict would still have to declare it and could not participate in the discussion or vote on the affected matter. Their presence could count towards establishing the meeting quorum, but at least three unconflicted Trustees would still need to participate in deciding that matter.

This would reduce the risk that vacancies, absences or conflicts prevent the Board from carrying out its responsibilities, while retaining a clear safeguard around who can actually make a conflicted decision.

What could this look like?

The Board has six serving Trustees because one position is vacant. Under the current Deed, five Trustees are needed for quorum. Under the proposed change, four could form the quorum. If one of those four had a conflict on a particular matter, they could count towards the meeting quorum but could not discuss or vote on that matter. The other three unconflicted Trustees could make the decision. If fewer than three unconflicted Trustees were available, the decision could not be made.

7. Whānau meetings, voting and communication

What does the Deed say now?

The Deed already allows some use of electronic communication and electronic participation, but some requirements still reflect older ways of operating. General Meeting notices must be sent to Adult Registered Members and advertised in newspapers, Trustee meetings may be held by electronic conferencing, and formal voting processes under Schedule 4 are conducted by postal vote to a physical, electronic or digital address.

For a General Meeting, the current quorum is 30 Adult Registered Members present in person. The Deed does not contain specific provisions for a pandemic, natural disaster or similar emergency that prevents a meeting proceeding as planned.

Adult Registered Members also have the right to require a Special General Meeting where 10% of all Adult Registered Members make a written request. For a meeting called this way, the ordinary General Meeting quorum applies and must also include at least 50% of the members who made the request.

What change is proposed?

The review proposes modernising the Deed so notices, voting and meetings can make better use of current technology while retaining accessible options for whānau who prefer or need non-digital ways to participate.

General Meeting quorum would be the greater of:

- 30 Adult Registered Members; or
- 1% of Adult Registered Members, capped at 100.

With 5,372 Adult Registered Members, 1% is 53.72. Rounded up, the proposed quorum would therefore be 54. Adult Registered Members participating through an approved online meeting process would count as present for quorum purposes, alongside those attending in person.

For a Special General Meeting requested by Adult Registered Members, the existing 10% right to require the meeting and the requirement for at least 50% of those who made the request to form part of the quorum would remain.

Newspaper advertising would no longer be compulsory. The Trust could use the communication channels most appropriate for reaching whānau, including digital, post, print, telephone and kanohi ki te kanohi communication.

The Deed would also provide clear rules allowing a General Meeting to be postponed, reconvened or held differently where a pandemic, natural disaster or comparable emergency makes the usual arrangements impracticable, while preserving fair notice and a reasonable opportunity for whānau to participate.

Why is the change needed?

Our whānau live throughout Aotearoa and across the world, and people engage with the Trust in different ways. Whānau should have practical and accessible ways to participate wherever they live.

Technology now provides more secure and practical ways to communicate, participate and vote than were available when the Deed was developed. Modernising these provisions would make participation easier while retaining non-digital options for whānau who prefer or need them.

The quorum proposal also recognises that the Hapū Register has grown significantly. MTT now has 5,372 Adult Registered Members, while the current quorum remains fixed at 30. The proposed formula would require approximately 1% of Adult Registered Members to participate before a General Meeting can make valid decisions. Allowing both in-person and approved online participation to count towards quorum makes that more achievable, while the cap of 100 ensures the requirement remains practical as membership grows.

COVID-19 and Cyclone Gabrielle have also shown that circumstances can arise where meeting as planned is unsafe or impossible. The Deed should provide clear flexibility for those situations while protecting fair notice and a reasonable opportunity for whānau to participate.

What would this mean in practice for whānau?

Whānau would have more ways to receive information, participate in meetings and vote, including secure digital options alongside accessible non-digital alternatives.

The right of 10% of Adult Registered Members to require a Special General Meeting would remain. For a meeting requested this way, at least 50% of those who made the request would still need to form part of the quorum.

With the current 5,372 Adult Registered Members, General Meeting quorum would increase from 30 to 54. Whānau participating through an approved online meeting process could count towards quorum as well as those attending in person. As the register grows, the quorum could increase, but could never exceed 100.

Emergency provisions would provide flexibility when circumstances genuinely prevent the usual arrangements, but would still require fair notice and a reasonable opportunity for whānau to participate.

What could this look like?

A whānau member living in Australia joins a General Meeting online, while other whānau attend in person. Under the proposed change, both could count towards the meeting quorum. With 5,372 Adult Registered Members, at least 54 members would need to participate for quorum.

If an emergency such as a cyclone meant a scheduled meeting could not safely proceed as planned, MTT could change the meeting arrangements while still giving whānau fair notice and a reasonable opportunity to participate.

8. Protecting assets, taonga and the Trust's capital

What does the Deed say now?

The Deed gives Trustees responsibility for managing and investing the Trust's assets, while reserving some of the most significant decisions for whānau.

A Major Transaction requires approval by whānau through a Special Resolution. This generally includes a transaction involving more than half the value of the Trust Fund. To give whānau a sense of scale, the Trust Group had total assets of approximately $79.8 million at 30 June 2026, and half of that is approximately $39.9 million. This is an indicative example only, as the actual Major Transaction threshold is based on the value of the Trust Fund at the time a transaction is proposed.

The Deed provides additional protection for Taonga Property. Selling Taonga Property outside the Trust Group, or removing its protected status, is also a Major Transaction and therefore requires whānau approval.

The Trust's current SIPO identifies a number of cultural redress properties as taonga requiring a higher level of protection. These include:

- the Wilderness Education Base/ECOED site at Opouahi;
- the beds of Lakes Opouahi, Orakai and Waikōpiro and part of the bed of Lake Tūtira; and
- Te Pōhue Domain Recreation Reserve.

Trustees are confirming these and any other properties that should be formally recorded on the Taonga Property Register required by the Deed.

What change is proposed?

The existing protections for Major Transactions and Taonga Property would remain.

The proposed change is about how the Trust manages its investments below those constitutional protections.

The Deed currently contains investment provisions that refer to older legislation and includes an investment framework within the Trust's strategic planning requirements. The proposal is to update those provisions for current law and require Trustees to maintain, follow and regularly review a Statement of Investment Policies and Objectives (SIPO).

The Deed would continue to set the enduring protections for the Trust's assets. More detailed investment settings, such as how the investment portfolio is structured, could sit in the SIPO and be updated as circumstances change.

Why is the change needed?

Trustees have a responsibility of kaitiakitanga - to protect and grow what has been entrusted to the hapū for whānau today and for generations to come.

That requires a balance between giving Trustees enough flexibility to manage investments responsibly as markets, risks and circumstances change, while ensuring the most significant decisions about hapū assets remain with whānau.

Detailed investment settings may need to change regularly and are better suited to a SIPO than to the Trust's constitutional rulebook. But the protections that determine when a decision must come back to whānau belong in the Deed.

What would this mean in practice for whānau?

Whānau would keep their existing approval rights over Major Transactions and Taonga Property.

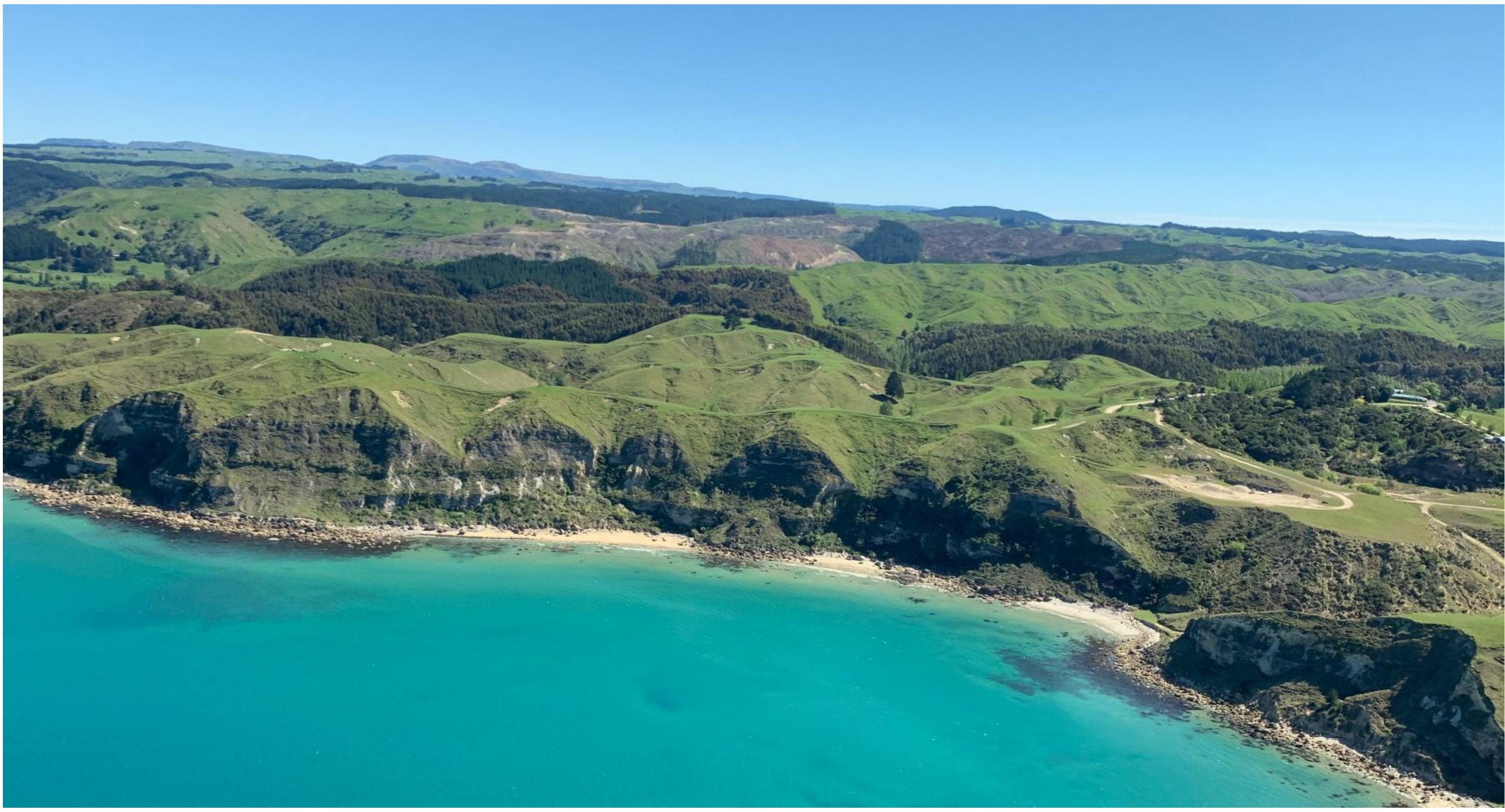
Trustees could update detailed investment settings through the SIPO as circumstances change, without needing to amend the Trust Deed each time.

But the SIPO could not be used to avoid the protections in the Deed. If a proposed decision was a Major Transaction, including the protected treatment of Taonga Property, it would still require whānau approval through a Special Resolution.

What could this look like?

The Trust decides that the mix of investments in its portfolio needs to change. Trustees could make those changes through the SIPO and the Trust's investment processes without needing to amend the Trust Deed.

But if Trustees proposed a transaction significant enough to be a Major Transaction, they could not make that decision through the SIPO themselves. It would come back to whānau for approval.



9. Conflicts, Trustee employment and related parties

What does the Deed say now?

Trustees must disclose any interest they have in a matter being considered by the Trust. An interested Trustee cannot take part in the discussion or vote on that matter and cannot currently be counted towards the quorum for it. The Trust must also maintain an interests register.

The Deed currently allows a Trustee to also be employed by MTT, subject to the conflict-of-interest requirements. It does not contain a comprehensive process specifically governing related-party transactions involving Trustees, whānau members or connected organisations, or requiring those transactions to be reported to members.

What change is proposed?

A Trustee could no longer also be an employee of MTT.

A Trustee could still undertake specific contract work for the Trust where there is a genuine need and the arrangement is subject to independent approval, transparency and appropriate conflict safeguards.

The interests register would be formally reviewed at least annually, while Trustees would continue to be required to disclose interests and changes as they arise.

Related-party transactions involving Trustees, close relatives or connected organisations would also be subject to clearer rules for disclosure, independent consideration, approval, management and reporting to whānau. Significant related-party transactions would require additional independent scrutiny or approval so they are not determined solely by the remaining unconflicted Trustees.

Why is the change needed?

Trustees need to exercise Kia Rangatira te Tū and Kia Rangatira te Mahi by acting with integrity and ensuring that personal interests do not influence decisions made for the hapū.

There is also an important distinction between governance and employment. A Trustee who is also an employee may be responsible for governing and overseeing the organisation while at the same time working within it and being accountable to management. Those overlapping roles can create actual or perceived conflicts and blur who is responsible and accountable for decisions.

The same principle applies when MTT does business with a Trustee, their whānau or an organisation connected to them. It is not enough for a decision to be fair; whānau also need to have confidence that it has been made fairly and in the interests of the hapū.

Clear rules around disclosure, independent consideration, approval and reporting would protect the integrity of the decision-making process, while still allowing MTT to access specialist capability where there is a genuine need.

What would this mean in practice for whānau?

Whānau would have greater visibility and assurance about how Trustee interests and related-party transactions are identified, considered, approved and reported. Significant related-party transactions would also be subject to additional independent scrutiny or approval.

A Trustee could not hold an ongoing staff position with MTT while serving as a Trustee. If an MTT employee was elected as a Trustee, or a serving Trustee wanted to become an employee, they would need to choose which role to hold.

Trustees could still undertake specific contract work where there was a genuine need, but they could not influence the decision to engage them or the terms of that engagement. Independent approval, transparency and conflict safeguards would apply.

There is a trade-off. Preventing Trustees from also being employees may limit opportunities for skilled whānau who serve as Trustees to work for MTT, particularly where specialist capability is limited. Allowing specific contract work in appropriate circumstances provides some flexibility while retaining the safeguards needed to protect the integrity of the decision.

What could this look like?

A Trustee owns a business that is being considered to undertake specialist work for MTT.

The Trustee would declare their interest and could not participate in discussing or deciding whether their business should receive the work. The need for the work, the proposed arrangement and its value would be independently considered and appropriately approved.

The transaction would also be recorded and reported under the new requirements. This would allow MTT to access specialist capability where there is a genuine need, while ensuring the Trustee does not influence a decision from which they may benefit.

10. Trustee liability and the corporate trustee option

What does the Deed say now?

MTT is a trust rather than a separate legal person. The elected Trustees therefore hold the legal trustee role and may have personal responsibility for obligations entered into as Trustees.

The Deed currently limits Trustee liability in some circumstances and provides for indemnity and insurance, subject to conditions. These provisions were drafted under older trust legislation and need to be updated to reflect current law.

What change is proposed?

The review proposes updating the provisions dealing with Trustee liability, indemnity and insurance to reflect the Trusts Act 2019 and current legal requirements.

It also proposes adding an enabling provision that would allow MTT to consider using a company as the sole corporate trustee in the future.

Under that model, whānau would continue to elect the seven people responsible for governing MTT. Those elected Trustees would become directors of the corporate trustee, while the company itself would hold the legal trustee role.

Approving this proposed change would not establish a corporate trustee, transfer Trust assets or change MTT's current structure.

Before any corporate trustee was established, Trustees would be required to obtain suitably qualified advice and consult whānau. That process would need to consider the costs and benefits, Trustee and director duties, remaining personal liability, insurance, tax, transfer of assets and contracts, implications for MTL, and how the structure could later be changed or reversed.

The final decision on whether to implement a corporate trustee would sit with Trustees.

Why is the change needed?

Individual Trustees change over time as whānau elect new people to the Board. Because those individuals currently hold the legal trustee role, Trustee changes can require administrative and legal updates to assets, contracts and other arrangements.

A corporate trustee could provide greater continuity. The company would remain the legal trustee while the people governing MTT changed through whānau elections. It may also provide clearer separation between the people responsible for governance and the legal entity that holds Trust assets and enters into obligations.

There may also be benefits in managing some of the personal exposure associated with individuals holding the trustee role. A corporate trustee would not remove personal responsibility altogether: the elected Trustees, as directors, would continue to have legal duties and could still face personal liability in some circumstances.

Trustees are therefore proposing to preserve this as an option for the future rather than adopt it now. Whether it would ultimately benefit MTT would need to be properly assessed through suitably qualified advice and consultation with whānau.

There is an important trade-off. Approving the enabling provision would give Trustees the authority to implement a corporate trustee later without another amendment to the Deed or another Special Resolution. Whānau would be consulted before that decision was made, but the final decision would sit with Trustees.

What would this mean in practice for whānau?

Approving this amendment would not itself change MTT's current structure. Whānau would continue to elect all seven people responsible for governing MTT.

If Trustees later considered establishing a corporate trustee, they would first need to obtain suitably qualified advice and consult whānau on the proposed structure and its implications.

The important change is that Trustees would have the authority to make the final implementation decision without another amendment to the Trust Deed or another Special Resolution.

What could this look like?

A Trustee election results in three new Trustees joining the Board. Under the current structure, changes to the individuals holding the legal trustee role may require assets, contracts or other legal records to be updated. If a corporate trustee had subsequently been established, the company would remain the legal trustee before and after the election. The three newly elected Trustees would become directors of that company, replacing the outgoing elected Trustees as appropriate. Whānau would still elect the people governing MTT, while the company holding the legal trustee role would remain unchanged.

11. Independent and fair dispute resolution

What does the Deed say now?

A dispute about the Trust or a Trust Entity, including matters involving tikanga, reo, kawa, whakapapa or kōrero, must first be referred to the Trustees.

The Trustees appoint one or more Trustees to try to mediate and resolve the dispute. If it is not resolved within 20 Working Days, it may be referred to Kāhui Kaumātua or to a three-person Disputes Committee appointed for that particular dispute.

Up to two members of the Disputes Committee may currently be Trustees. The Committee must act consistently with natural justice and tikanga, and its findings and decisions are final.

What change is proposed?

The review proposes using an independent mediator or tikanga facilitator instead of Trustees themselves mediating the dispute.

If a Trustee is a party to, the subject of, or otherwise conflicted in a dispute, that Trustee would take no part in managing or deciding the dispute. The remaining unconflicted Trustees could manage the process and determine the appropriate pathway for resolving it.

A three-person Disputes Committee would remain. Depending on the nature of the dispute, unconflicted Trustees could participate in its determination, provided they are not conflicted and the requirements of impartiality, natural justice and tikanga are met. A matter could also be referred to Kāhui Kaumātua, Kāhui Pūkenga or another appropriately independent body where that is better suited to the kaupapa.

A limited review would be available where there has been a material failure in the process or a breach of natural justice. It would not provide a general right of appeal simply because a party disagrees with the outcome.

Why is the change needed?

Disputes can involve sensitive matters, relationships, whakapapa, tikanga and sometimes Trustees themselves. Whānau need confidence that the process is fair, impartial and appropriate to the kaupapa.

Under the current Deed, Trustees undertake the initial mediation and may also sit on the Disputes Committee. Where a dispute involves Trustees or decisions they have made, this can create an actual or perceived conflict.

Using an independent mediator or tikanga facilitator at the first stage provides greater separation. At the same time, independence should not automatically mean taking every dispute outside the hapū. Some matters require whakapapa, tikanga, mātauranga or an understanding of hapū relationships and context.

The proposed process therefore allows the pathway to reflect the nature of the dispute, while ensuring anyone who is conflicted takes no part in managing or deciding it.

A limited review would provide a safeguard where there has been a serious failure in fairness or process, without creating a general right of appeal simply because someone disagrees with the outcome.

What would this mean for whānau in practice?

Whānau would have access to a dispute process with greater independence at the mediation stage, while retaining the ability for disputes to be considered by people with the appropriate tikanga, whakapapa, governance or specialist knowledge.

If a dispute involved one or more Trustees, those Trustees would step out. The remaining unconflicted Trustees could continue to manage the process and, where appropriate, participate in determining the matter.

Decisions would generally remain final on their merits. A limited review would be available only where there had been a material failure in the process or breach of natural justice.

Independent mediation, specialist expertise or review may involve additional time and cost.

What could this look like?

A whānau member raises a complaint involving two Trustees. Those Trustees would take no part in managing or deciding the complaint. The remaining Trustees could appoint an independent mediator or tikanga facilitator. If the dispute was not resolved, they would determine the most appropriate next step, which could include a Disputes Committee, Kāhui Kaumātua, Kāhui Pūkenga or another appropriate body. A limited review would be available if there was a serious failure in fairness or process, but not simply because someone disagreed with the outcome.

12. Kāhui Kaumātua, Kāhui Pūkenga and whakapapa advice

What does the Deed say now?

The Deed allows Trustees to establish a Kāhui Kaumātua to advise, when requested, on matters relating to the tikanga, reo, kawa, kōrero and whakapapa of the hapū. Its advice guides Trustees but is not binding.

A Trustee may be a member of Kāhui Kaumātua, although they must step out of its deliberations where the advice relates to a contentious issue amongst Trustees.

The Deed also requires a separate three-person Whakapapa Committee, made up of Members of the Hapū with expertise and knowledge of hapū whakapapa, to decide applications for registration.

What change is proposed?

The review proposes changing the roles currently provided for in the Deed so they better reflect the different functions now needed.

Kāhui Kaumātua would no longer carry the formal specialist advisory role currently assigned to it under the Deed. Instead, its recognised role would reflect the kaupapa it has developed for pakeke and kaumātua to come together, strengthen whanaungatanga and participate in social and cultural activities of the hapū.

A separate Kāhui Pūkenga would provide specialist advice to Trustees. Its membership could bring together people with demonstrated knowledge and expertise in areas such as te reo Māori, tikanga, mātauranga, kawa, kōrero, whakapapa and other specialist areas relevant to the kaupapa being considered.

The Whakapapa Committee would remain responsible for deciding registration applications. Its core role would remain in the Deed, while clearer arrangements for membership, terms, resignation, removal, conflicts, succession and replacement would be set out in Trustee-approved Terms of Reference.

Clear Terms of Reference would distinguish the roles and responsibilities of Kāhui Kaumātua, Kāhui Pūkenga and the Whakapapa Committee.

Why is the change needed?

The way Kāhui Kaumātua operates today has evolved from the advisory role described in the current Deed. It now provides an important kaupapa for pakeke and kaumātua, supporting connection, whanaungatanga and social and cultural participation. That role should be recognised and valued for what it is.

Trustees also need access to people with the right mātauranga, reo, tikanga and specialist expertise for the particular kaupapa they are considering. Kāhui Pūkenga would provide a clearer way of bringing those people together when specialist advice is required.

The Whakapapa Committee has a different responsibility because it makes decisions about registration. Clearer arrangements for its membership, conflicts and succession would help protect the integrity and continuity of those decisions.

The proposal therefore recognises three distinct roles rather than expecting one group to perform functions for which it was not established or may not be best placed.

What would this mean in practice for whānau?

Kāhui Kaumātua could continue the kaupapa it has developed for pakeke and kaumātua without being expected to perform a specialist advisory function simply because that role currently sits under its name in the Deed.

When Trustees require advice on matters involving reo, tikanga, mātauranga, kawa, kōrero, whakapapa or another specialist kaupapa, they could seek that advice from Kāhui Pūkenga made up of people with the appropriate knowledge and expertise.

The Whakapapa Committee would continue to determine registration applications.

This would create clearer roles for Kāhui Kaumātua, Kāhui Pūkenga and the Whakapapa Committee, while recognising the different contribution each makes to the hapū.

What could this look like?

Trustees are considering a kaupapa that raises important questions about te reo Māori, tikanga and mātauranga specific to Maungaharuru-Tangitū. Rather than asking Kāhui Kaumātua as a whole to provide that advice, Kāhui Pūkenga could bring together whānau recognised for their knowledge and expertise in the particular areas required. Kāhui Kaumātua could continue its kaupapa supporting connection and activities for pakeke and kaumātua, while the Whakapapa Committee would continue to make decisions about registration and whakapapa.

13. Governance and day-to-day management

What does the Deed say now?

The Deed allows Trustees to appoint a General Manager to manage the day-to-day administration of the Trust and exercise powers delegated by Trustees.

Responsibility for employing all other staff is currently shared between the General Manager and the Chairperson, or the Chairperson's delegate. This means the Chairperson has a formal role under the Deed in the employment of every staff member, regardless of the level of the position.

What change is proposed?

The review proposes clearer accountability between governance and management.

Trustees would remain responsible for governing the Trust, setting strategic direction, approving policies, budgets and delegations, monitoring performance, and appointing and holding accountable the person responsible for managing the Trust.

Day-to-day responsibility for managing the Trust and its staff would sit with that person.

Trustees could continue to have an appropriate role in senior appointments where required by Board-approved policy, but the Chairperson would no longer have a Deed-level role in the employment of every staff member.

The Deed would focus on the responsibilities of the senior management role rather than requiring a particular job title, allowing the Board to determine whether that role is called General Manager, Chief Executive or something else over time.

Why is the change needed?

Good governance requires clear authority, responsibility and accountability.

Trustees are accountable to whānau for governing MTT, setting its direction and overseeing its performance. The person responsible for managing the Trust is accountable to Trustees for leading its day-to-day operations and staff.

The current Deed blurs that distinction by requiring the Chairperson to have a formal role in employing all staff, including positions that are operational management decisions. This can create uncertainty about who is responsible for staffing decisions and unnecessarily draw the Chairperson into operational matters.

Kia Rangatira te Mahi means being clear about the responsibilities we each carry and being accountable for carrying them well.

The proposed change would preserve appropriate Trustee oversight, including involvement in senior appointments where Board policy requires it, while placing day-to-day staffing decisions with the person accountable for managing the organisation.

What would this mean in practice for whānau?

Whānau would have a clearer line of accountability.

Trustees would remain accountable to whānau for the governance, direction and overall performance of the Trust. The person responsible for managing the Trust would be accountable to Trustees for its day-to-day operations and staff.

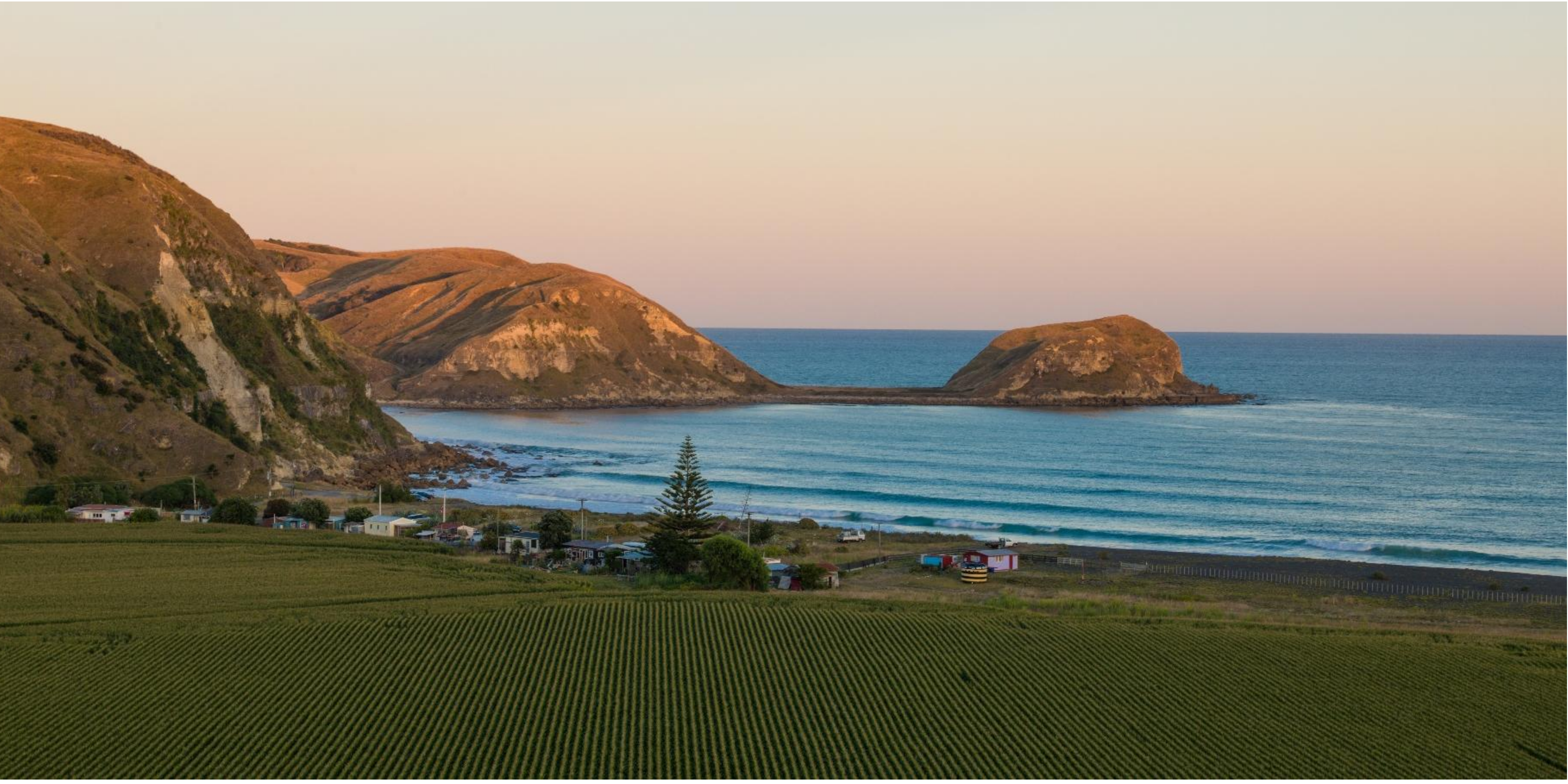
Trustees could still participate in senior appointments where Board policy requires it. The change would remove the requirement for the Chairperson to be involved in employing every staff member.

What could this look like?

MTT is recruiting for an operational staff position. Under the current Deed, the Chairperson has a formal role in the employment of that person, regardless of the level of the position.

Under the proposed change, the person responsible for managing the Trust would oversee the appointment within the Board's approved policies, budget and delegations.

If MTT was recruiting for a senior role where Board policy requires Trustee involvement, Trustees could still participate in that appointment process. This creates a clearer distinction between appropriate governance oversight and the day-to-day management of staff.



Other proposed changes

In addition to the 13 main proposals explained in detail, the review includes a number of supporting, consequential, legal and technical changes to keep the Deed current, clear and workable.

Some strengthen existing governance arrangements, while others update legislation, modernise processes or support the main changes described earlier in this booklet.

The complete list of all 66 proposed changes is provided in the appendix.

Guiding decisions for today and future generations

The Deed would recognise MTT's mātāpono and uara as enduring principles to guide Trustee decision-making, including tikanga, kaitiakitanga, stewardship and responsibility to current and future generations.

The Deed would also recognise the rangatiratanga and mana motuhake of the hapū in relation to whakapapa, kōrero tuku iho, mātauranga and Māori data, and the responsibility to exercise kaitiakitanga over their protection, governance and use for current and future generations.

Together, these principles would guide how Trustees exercise their responsibilities without prescribing the outcome of every decision. Detailed requirements for managing and protecting information and data would sit in policy so they can continue to evolve with tikanga, technology and the needs of the hapū.

Keeping the Deed and planning fit for purpose

The Trust Deed would be reviewed at least every five years so outdated or unclear provisions can be identified and considered. A review would not itself amend the Deed; any future amendments would still require whānau approval through a Special Resolution.

Trustees would also be required to consider risk and the level of risk the Trust is prepared to accept as part of strategic planning.

Clear conduct, delegated authority and responsible use of information

The Trust would be required to maintain a current Code of Conduct and a clear framework and register of the powers and responsibilities delegated by Trustees.

Key Trust documents would be readily available digitally where practical, while retaining appropriate confidentiality, privacy and access protections.

Trustees would also maintain appropriate policies to give practical effect to these principles and protect sensitive information, including whakapapa and Hapū Register information. These would address privacy, cybersecurity and data security, Māori data sovereignty and the responsible use of artificial intelligence, while respecting beneficiaries' legal rights to Trust information.

Getting the right advice for the kaupapa

Where the Deed requires independent or specialist advice, Trustees would be able to engage someone with the right qualifications and experience for the particular kaupapa.

Depending on the matter, this could include legal, financial, technical, tikanga, mātauranga or other specialist expertise. Legal advice would continue to be obtained where legal expertise is needed.

Governance of Trust Entities and their subsidiaries

When appointing people to govern Trust Entities, Trustees would consider the collective mix of knowledge, skills and experience needed for that particular entity.

This could include commercial and professional capability alongside an understanding of MTT's kaupapa, mātāpono, hapū and responsibilities to whānau.

A directly owned Trust Entity would also be able to appoint and remove governors of its own subsidiaries, subject to appropriate MTT oversight and accountability, rather than every subsidiary appointment having to be made by MTT Trustees.

Trust Entity boards would be reviewed periodically to ensure their governance remains effective and appropriate to the responsibilities they carry.

Updating old legal provisions and modernising how the Trust works

Outdated references to trust, charity and perpetuity legislation would be updated to reflect current law. Provisions dealing with Trustee liability, indemnity, insurance, Advisory Trustees and Custodian Trustees would also be modernised.

The original signatories to the Deed would continue to be appropriately recognised in its historical record, while establishment and transition provisions that have completed their purpose would be removed.

Rules for signing and executing documents would also be updated for modern electronic processes and aligned with the Trust's delegation framework.

What happens next?

This booklet begins the whānau consultation process. No amendment to the Trust Deed is being approved through this consultation.

1. Read and consider the proposals

Whānau read and consider the proposed changes in this booklet.

2. Join the kōrero

Bring feedback and pātai to the Hui-ā-Hapū on 19 September 2026 at 10.00am.

An online Hui-ā-Hapū will also be held on 22 September 2026 at 6.00pm, providing another opportunity for whānau who cannot attend in person, or who have further pātai after the first hui, to hear more about the proposals and provide feedback.

3. Provide feedback

Feedback can be provided before, at or after either Hui-ā-Hapū. Written feedback can be provided until 5.00pm on 25 September 2026.

4. Trustees consider the feedback

Trustees will consider all feedback received. Proposals may be changed, refined or not progressed as a result of that process. Trustees will then determine which final amendments, if any, should be put to whānau for approval.

5. Final proposed Deed provided to whānau

The final proposed amendments will be incorporated into a proposed Restated Trust Deed. Whānau will be given access to the proposed Restated Trust Deed and clear information explaining what has changed and what they are being asked to approve before formal voting begins.

6. Whānau vote

Any amendment to the Trust Deed requires approval by Special Resolution. At least 20 Working Days' notice of the vote must be given. A Special Resolution is approved only if at least 75% of valid votes cast are in favour. The formal voting material will clearly identify the resolution or resolutions whānau are being asked to vote on.

Pātai and feedback

Email: office@tangoio.maori.nz
Phone: 0800 TANGOIO or (06) 835 3300
Post: PO Box 3376, Hawke's Bay Mail Centre, Napier 4142

Appendix - Where the proposed changes sit in the current Trust Deed

This appendix lists all 66 changes Trustees are proposing to the current Trust Deed.

For each proposed change, the table identifies the relevant provision in the current Deed, explains what the Deed provides now, describes what Trustees are proposing, and summarises what would change in practice.

The clause and Schedule references allow whānau to check the existing wording directly in the current Trust Deed. The numbering in this appendix is for reference during consultation only. It does not indicate how the final amendments will be grouped for voting.

This table is a plain-language guide and does not contain the final proposed legal wording. After consultation, Trustees will consider whānau feedback and determine which changes, if any, should proceed. Before formal voting begins, whānau will be given access to the full proposed Restated Trust Deed.

Purpose, stewardship and legal modernisation

No.	Current Deed provision	What the Deed provides now	Proposed change	What would change in practice
1	Background H–J; clause 1.1 definition of Initial Trustees; Schedule 3, clauses 2.1–2.3	The Deed records the establishment of MTT, identifies the original parties as the Initial Trustees and contains a number of establishment and transitional provisions, including arrangements for the first Trustee elections. Some of those provisions have now completed their purpose.	Preserve the original signatories and their role in establishing the Trust as Founding Trustees, while removing establishment and transitional provisions that have completed their purpose and no longer have an operative function.	The historical role of those who established MTT would remain recognised, while provisions that are no longer needed to govern the Trust today would be removed.
2	Clause 2.5; clauses 8.1–8.4; clause 10	Sets the Trust's objects and gives Trustees broad discretion over applying Trust income and capital for the benefit of Members of the Hapū.	Recognise MTT's mātāpono and uara as enduring principles guiding Trustee decision-making, including tikanga, kaitiakitanga, stewardship and responsibility to current and future generations. This would include recognising the	Trustees would continue to exercise their legal powers and discretion, but the Deed would expressly identify the enduring principles expected to guide how those powers are exercised, including the hapū's authority and kaitiakitanga in

			rangatiratanga and mana motuhake of the hapū in relation to whakapapa, kōrero tuku iho, mātauranga and Māori data.	relation to its whakapapa, kōrero tuku iho, mātauranga and Māori data.
3	Clauses 8.1–8.4	Trustees have broad discretion over how income and capital are applied for Members of the Hapū and Trust Entities.	Retain that discretion while expressly requiring it to be exercised consistently with the Trust's mātāpono, uara and intergenerational responsibilities.	The Board would still make decisions about use of income and capital, but those decisions would sit within an expressly stated stewardship framework.
4	Clause 23.1; definition of Perpetuity Period in cl 1.1	Contains the former perpetuity-law mechanism under which the Trust may ultimately have to wind up by the end of the applicable Perpetuity Period.	Replace the outdated perpetuity provisions with wording reflecting current law while preserving the Trust's intergenerational purpose.	Outdated statutory wording would disappear. The Trust would continue to exist for the long-term benefit of Maungaharuru-Tangitū Hapū.
5	No current equivalent; clause 20 governs amendments	The Deed does not require itself to be reviewed on a regular cycle.	Require a review of the Trust Deed at least every five years.	Trustees would have to periodically consider whether the Deed remains fit for purpose. A review would not itself amend the Deed; any amendment would still require Special Resolution approval under clause 20.
6	Clauses 10.1–10.2	Requires a five-year strategic plan and annual plans, including an investment framework and financial/performance information.	Require Trustees to expressly consider risk and risk appetite as part of strategic planning.	The Board would be required to identify and consider the level and types of risk MTT is prepared to accept in pursuing its objectives.
7	Clause 12; clause 10.1(b)	Investments must comply with the Trustee Act	Update the investment provisions	Trustees could update detailed

		1956, while the strategic plan must contain an investment framework.	for the Trusts Act 2019 and require Trustees to maintain, follow and regularly review a Statement of Investment Policies and Objectives (SIPO). Detailed investment settings would sit in the SIPO rather than the Deed.	investment settings as circumstances change without amending the Deed, while remaining bound by the Deed's overarching protections and the requirement to maintain and follow the SIPO. Major Transactions and decisions about Taonga Property that require a Special Resolution would continue to require whānau approval.

Whānau participation and elections

No.	Current Deed provision	What the Deed provides now	Proposed change	What would change in practice
8	Clauses 4.1–4.2	The Hapū Register records names, dates of birth and postal addresses and registration applications must be made in writing.	Recognise electronic contact details and secure digital administration of the Hapū Register.	MTT could maintain and administer the register using contemporary secure digital systems rather than relying on postal-address and paper-based concepts.
9	Clause 7.2; Schedule 3 cl 4.3; Schedule 4 cl 4.1	Requires specified notices to be sent directly to members and also advertised in newspapers.	Remove compulsory newspaper advertising and allow notices to be delivered through appropriate digital, post, print and other communication channels.	MTT would not have to advertise every relevant notice in newspapers but would remain responsible for effectively notifying whānau.
10	Clause 7.8	General Meeting quorum is at least 30 Adult Registered	Set ordinary General Meeting quorum at the greater of 30 Adult Registered Members or 1% of Adult Registered	With the current 5,372 Adult Registered Members, the proposed General Meeting quorum

		Members present in person.	Members, capped at 100. Adult Registered Members participating through an approved online meeting process would count as present for quorum purposes.	would be 54 rather than the current 30. Members participating through an approved online meeting process could count towards quorum as well as those attending in person. The quorum could increase as the register grows but could never exceed 100.
11	Clauses 7.3(c) and 7.8	10% of Adult Registered Members may require an SGM. For an SGM called under that provision, the ordinary quorum applies and must also include 50% of those who made the written request.	Retain both the 10% requisition right and the additional requirement that 50% of the requisitioners form part of the quorum. The new general quorum formula would otherwise apply.	Whānau retain their existing power to require an SGM. Those who requisition it would continue to have responsibility for ensuring at least half of their group attends.
12	Clause 7.10; Schedule 4 cls 1.2 and 7	General Meeting voting may occur at the hui or by postal vote to a physical or electronic address. Schedule 4 describes formal voting as postal voting to a physical, electronic or digital address.	Expressly provide for secure electronic voting alongside postal or another accessible non-digital option.	Whānau could cast formal votes securely online while a non-digital voting option remains available.
13	Clause 7.11	If a General Meeting lacks quorum it is adjourned for seven days; if quorum is again absent, those present constitute quorum.	Modernise the adjournment/reconvening provisions to work with contemporary meeting arrangements and the new quorum formula.	The existing ability to reconvene a meeting after failure to reach quorum would remain, but the mechanics would be updated.
14	No specific emergency provision; clauses 7.2–7.12 govern	The Deed does not contain a specific mechanism for a pandemic, natural disaster or comparable emergency preventing	Allow a General Meeting to be postponed, reconvened or held differently where a serious emergency makes normal compliance impracticable,	MTT could respond to events such as a cyclone without relying on unclear or

	meetings generally	a meeting proceeding as notified.	while preserving fair notice and reasonable participation.	improvised meeting arrangements.
15	Schedule 4 cls 3–6	Formal votes require at least 20 Working Days' public notice and prescribed information and advertising.	Modernise notice and voting information requirements for secure digital processes while retaining accessible alternatives and the 20 Working Day minimum.	The constitutional notice period would remain, but the way voting information is distributed could reflect current technology.
16	Schedule 4 cl 10	Voting records are sealed, held for one year and then destroyed unopened.	Modernise voting-record provisions so they appropriately accommodate secure electronic records as well as physical voting material.	Electronic voting records could be securely retained and managed under the Deed rather than forcing a paper-based model.

Trustee elections and eligibility

No.	Current Deed provision	What the Deed provides now	Proposed change	What would change in practice
17	Schedule 3 cl 1.1	Candidates must be Adult Registered Members by nomination closing and satisfy the listed eligibility requirements. There is no NZ residence requirement.	Require candidates and serving Trustees to ordinarily reside in New Zealand. Trustees serving when the change takes effect may complete their current terms.	Eligible whānau ordinarily living overseas would no longer be able to stand or serve as Trustees while ordinarily resident overseas. Their membership, voting and other participation rights would not change, and Trustees would continue to govern for all Members of the Hapū wherever they live. Existing Trustees would not have their current elected terms cut short.
18	Schedule 3 cl 4.6	Candidates provide a brief summary of skills	Require more structured candidate information	Whānau would receive more

		and experience they believe relevant to election.	covering the knowledge, skills, experience and connections candidates bring, including whakapapa, tikanga, reo, hapū/community leadership, lived experience and professional capability.	consistent information when choosing candidates.
19	Schedule 3 cl 2.4	Trustee elections are held annually before each AGM.	Move to Trustee elections every two years once the transition is complete.	After the transition, whānau would vote in Trustee elections every two years rather than every year.
20	Schedule 3 cl 3.1	Trustees ordinarily serve three-year terms.	Change ordinary Trustee terms to four years.	Each Trustee position would ordinarily come before whānau every four years rather than every three.
21	Schedule 3 cls 2.4 and 3.1; new transitional provisions	The current annual/three-year cycle applies.	Current Trustees complete their elected terms. The two positions expiring in 2027 would be elected for one-off two-year terms to 2029. The three positions expiring in 2028 would be elected for one-off three-year terms to 2031. In 2029, four positions would be elected for four years; in 2031, three positions would be elected for four years.	Elections would still occur in 2027, 2028 and 2029 during the transition. From 2029 the permanent cycle would operate every two years, alternating between four and three Trustee positions.
22	Schedule 3 cls 3.3–3.4	Where a vacancy occurs, Trustees may hold another election or appoint an Adult Registered Member until the next AGM; elected replacements serve the applicable remaining term.	Update casual-vacancy rules to align with the two-year election cycle and four-year terms.	A casual appointment or election would no longer be tied inappropriately to an annual election cycle.

23	Schedule 2, cl 5.1	Chairperson and Deputy Chairperson are elected at the first Trustee meeting following each Trustee election.	Align the leadership appointment cycle with elections every two years.	The normal Chair/Deputy Chair appointment cycle would move from annual to two-yearly alongside Trustee elections.
24	Schedule 4 cl 8; no express voting-delivery assurance requirement	The independent CRO coordinates the voting process, but there is no express requirement for the CRO to check and report on whether voting information has been issued to eligible whānau or on known delivery problems before voting closes.	Require the CRO to check and report on the issuing of voting information and known delivery problems before voting closes.	There would be an express independent check on whether eligible whānau have been given the opportunity to participate.
25	Schedule 4 cl 8; no express corrective powers	The CRO coordinates and certifies the voting process but has no clear express power to extend voting or correct a systemic election problem.	Give the CRO authority to take fair and proportionate corrective action, including extending voting and requiring voting information to be reissued.	Significant problems could be corrected while voting remains open rather than leaving the Deed unclear about who can act.
26	Schedule 3 and Schedule 4; no express replacement-election mechanism for material process failure	The Deed does not clearly provide what happens where an election is materially defective, abandoned or cannot fairly be completed.	Where a material problem cannot fairly be corrected, allow the CRO, after obtaining appropriate independent advice, to require a replacement election.	A compromised election could be rerun through a defined independent process.
27	Schedule 3 cl 7.1(c) and vacancy provisions	A Trustee ceases office when their term is completed and they are not re-elected.	Allow a retiring Trustee to remain temporarily until a valid successor is elected or appointed where an election problem would otherwise create a governance gap.	The Board could continue operating while a replacement election is promptly completed, without creating an indefinite extension of the Trustee's elected term.

Trustee capability, accountability and decision-making

No.	Current Deed provision	What the Deed provides now	Proposed change	What would change in practice
28	Schedule 2 cl 2; Schedule 3 cl 4.6	Requires a Code of Conduct and candidate skills/experience statement but no formal Trustee induction or development programme.	Require consistent induction, onboarding and ongoing governance development for elected Trustees.	All newly elected Trustees would receive structured support to understand MTT's governance responsibilities.
29	No current equivalent	No express requirement for governance knowledge transfer or succession planning.	Require deliberate knowledge transfer and succession arrangements.	Important governance, institutional and hapū knowledge would be intentionally carried forward when Trustees change.
30	No current equivalent	No requirement for periodic review of Board governance effectiveness.	Require governance-effectiveness review at least every five years, using an appropriate method such as self-assessment, capability assessment or independent review.	The Board would periodically assess how effectively it is governing and identify areas requiring development or support.
31	Schedule 2 cl 2	Trustees must prepare a Code of Conduct to guide Trustee behaviour and avoid bringing the Trust into disrepute.	Require the Code of Conduct to be maintained as a current governance document, with detailed conduct expectations able to sit outside the Deed.	Conduct expectations could be kept current without requiring a Deed amendment whenever detailed standards are updated.
32	Schedule 3 cls 6.1–6.4	75% of the remaining Trustees may suspend a Trustee where they reasonably believe a Code breach has caused material detriment. Independent legal advice is then	Retain the 75% threshold, Code breach + material detriment test, right to respond and independent scrutiny, but replace the fixed legal-advice requirement with	The threshold for removing an elected Trustee would not be lowered. The principal change would be greater flexibility over who conducts the independent review.

		required and both sides may make written submissions.	independent review by someone suitably qualified, experienced and independent for the particular issue.	
33	Schedule 2, cl 4.1	Five Trustees constitute quorum.	Change quorum to a majority of serving Trustees, but never fewer than four.	A full seven-member Board could meet with four Trustees rather than five, reducing the risk of governance paralysis during vacancies or absences.
34	Clause 18.5	A conflicted Trustee cannot deliberate, vote or count towards quorum for the affected matter.	Allow a conflicted Trustee to count towards the meeting quorum but continue to prohibit them from deliberating or voting on the affected matter. At least three unconflicted Trustees would be required to participate in deciding the matter.	A conflict would be less likely to prevent the Board from dealing with a matter, but the conflicted Trustee would remain completely excluded from the decision. At least three unconflicted Trustees would still be required to make the decision.
35	Clause 18.4 — Interests register	The Deed requires particulars of Trustee interests to be recorded in an interests register and requires Trustees to disclose interests as they arise.	Require the interests register to be formally reviewed at least annually, while retaining the ongoing obligation for Trustees to disclose new or changed interests as they arise.	Trustee interests would be subject to a regular formal check as well as continuing disclosure throughout the year.
36	Clause 18 — Conflicts of interest; new related-party provisions	The Deed requires Trustee interests to be disclosed and managed but does not contain a complete framework specifically governing related-party transactions involving Trustees, related persons or	Introduce clearer requirements for identifying, disclosing, independently considering, approving, recording and managing related-party transactions.	Transactions involving a Trustee or related party would have to follow a clearer and more transparent process designed to ensure the interested Trustee does not influence the decision. Significant related-party

		connected organisations.	Significant related-party transactions would also require additional independent scrutiny or approval.	transactions would also receive additional independent scrutiny or approval rather than being determined solely by the remaining unconflicted Trustees.
37	Clause 11 — Annual Report; clause 18 — Conflicts of interest; new reporting provisions	The Deed does not expressly require a specific member-reporting framework for related-party transactions.	Require appropriate reporting of related-party transactions, including through the Trust's reporting to members.	Whānau would have greater visibility of relevant transactions involving Trustees, related persons or connected organisations.
38	Clause 6.4 — Trustee employment	The Deed allows a Trustee to be employed by MTT, subject to the conflict-of-interest requirements.	A serving Trustee could no longer also be an employee of MTT.	A person could not be both an MTT Trustee and MTT employee at the same time. If an employee was elected as a Trustee, or a Trustee wanted to become an employee, they would need to choose which role to hold.
39	Clauses 6.4 and 18 — Trustee employment and conflicts	The Deed allows Trustee employment and manages Trustee interests through its conflict provisions, but does not separately provide a clear framework for specific contract work by Trustees.	Allow a Trustee to undertake specific contract work for MTT only where there is a genuine need, independent approval, transparency and robust conflict management.	A Trustee could undertake specific work for MTT in appropriate circumstances but could not influence the decision to engage them or the terms of that engagement.
40	Schedule 2, cls 7.1 – 7.3 – Delegation by Trustees	Trustees may delegate powers and responsibilities, but the Deed does not require a comprehensive, current register of delegations.	Require Trustees to maintain a formal delegation framework and register and review it periodically.	There would be a clearer record of who has authority to make decisions or act on behalf of the Trust.
41	Schedule 2, cl 3.1 and Schedule 2, cl	The Deed provides for Trustee meetings using electronic	Modernise the provisions to recognise	Trustees could participate using current technology without

	10.1 – electronic conferencing	conferencing, including telephone-conference arrangements.	contemporary secure electronic participation and require Trustees to keep appropriate contact information current.	relying on outdated meeting terminology, while maintaining clear requirements for valid participation.

Kāhui, whakapapa and disputes

No.	Current Deed provision	What the Deed provides now	Proposed change	What this would change in practice
42	Clauses 4.3–4.7 — Whakapapa Committee and registration decisions	The Deed requires a three-person Whakapapa Committee comprising Hapū members with expertise and knowledge of whakapapa. It determines registration applications requiring whakapapa confirmation, but the Deed contains limited rules about terms, succession, conflicts and replacement.	Retain the Whakapapa Committee and its responsibility for registration decisions, while requiring clearer arrangements for its membership, terms, resignation, removal, conflicts, succession and replacement to be set out in Trustee-approved Terms of Reference.	Whakapapa decisions would remain with the Whakapapa Committee. Clear Terms of Reference would provide greater certainty about how the Committee is appointed, how conflicts are managed and how membership is renewed or replaced over time.
43	Clauses 5.1–5.3 — Kāhui Kaumātua	Trustees may establish Kāhui Kaumātua to advise, when requested, on tikanga, reo, kawa, kōrero and whakapapa. Its advice guides but does not bind Trustees.	Change the role of Kāhui Kaumātua in the Deed to reflect the kaupapa it performs today, supporting pakeke and kaumātua connection, whanaungatanga and social and cultural participation. The specialist advisory role currently provided for Kāhui Kaumātua would instead sit with Kāhui Pūkenga.	Kāhui Kaumātua could continue its current kaupapa for pakeke and kaumātua without also being expected to provide specialist advice to Trustees on tikanga, reo, kawa, kōrero and whakapapa. That specialist advisory role would move to Kāhui Pūkenga.
44	Clauses 5.1–5.3 / new	The Deed does not provide separately for	Establish a Kāhui Pūkenga to provide	When Trustees need specialist advice, they

	Kāhui Pūkenga provision	Kāhui Pūkenga. Specialist cultural advice is currently contemplated primarily through Kāhui Kaumātua.	specialist advice to Trustees where particular knowledge or expertise is required, including te reo Māori, tikanga, mātauranga, kawa, kōrero, whakapapa and other specialist areas relevant to the kaupapa.	could bring together people with the knowledge and expertise required for the particular kaupapa. This specialist advisory role would sit with Kāhui Pūkenga rather than Kāhui Kaumātua.
45	Clause 19.2 — Notice of dispute / Trustee mediation	A dispute is referred first to Trustees, who appoint one or more Trustees to attempt mediation.	Replace Trustee-led mediation with an independent mediator or tikanga facilitator.	The first attempt to resolve a dispute would have greater separation from the Board and could be matched to the nature of the kaupapa.
46	Clauses 19.1–19.8 / new conflict safeguards	The current process does not provide a sufficiently clear exclusion of Trustees who are themselves involved or conflicted in the dispute.	Require any Trustee who is a party to, the subject of, or otherwise conflicted in a dispute to take no part in managing or deciding it. The remaining unconflicted Trustees could manage the process, determine the appropriate pathway and, where appropriate, participate in determining the dispute.	A Trustee could not influence the handling or outcome of a dispute in which they are personally involved or conflicted. The remaining unconflicted Trustees could continue to carry their governance responsibilities rather than every dispute having to be determined externally.
47	Clauses 19.4–19.7 — Disputes Committee	An unresolved dispute may go to a three-person Disputes Committee. Up to two members may be Trustees. Its decisions are final.	Retain the three-person Committee but require its composition to be appropriate to the circumstances. Unconflicted Trustees could participate where impartiality, natural justice and tikanga are maintained.	The Trust could retain appropriate hapū and governance knowledge in determining disputes without allowing conflicted Trustees to determine matters involving themselves.
48	Clause 19.3 — Reference of dispute	The current Deed provides for Kāhui Kaumātua or a Disputes Committee	Allow the nature of the kaupapa to determine whether an unresolved matter should proceed	Different disputes could be directed to the people or process best suited to the

		after Trustee mediation.	through a Disputes Committee, Kāhui Kaumātua, Kāhui Pūkenga or another appropriate forum.	kaupapa rather than following one pathway regardless of subject matter.
49	Clause 19.7 — finality of Disputes Committee decisions / new review provision	Decisions of the Disputes Committee are final and the Deed provides no internal review mechanism.	Introduce a limited review where there has been a material process failure or breach of natural justice. It would not be a general appeal on the merits.	A serious failure of fairness or process could be reviewed, but a party could not reopen a decision simply because they disagreed with the outcome.

Governance, management and Trust Entities

No.	Current Deed provision	What the Deed provides now	Proposed change	What this would change in practice
50	Clauses 6.1–6.3 — General Manager and employees	Trustees may appoint a General Manager for day-to-day administration. Responsibility for employing other staff is shared between the General Manager and Chairperson or the Chairperson's delegate.	Place day-to-day responsibility for staff with the person responsible for managing the Trust. Trustee involvement in senior appointments could continue under Board-approved policy, but the Chairperson would no longer have a Deed-level role in employing every staff member.	There would be clearer accountability between governance and management while preserving appropriate Trustee involvement in senior appointments.
51	Schedule 5, clause 2.1(e)	The Deed allows Trustees to consider whether a Trust Entity's constitution should include requirements about the skills and expertise of its governors.	Require Trustees to consider the collective mix of knowledge, skills and experience needed when appointing governors to each Trust Entity.	Appointments would be considered against the governance needs of the particular entity rather than through a one-size-fits-all approach.
52	Clause 1.1 definition of Trust Entity;	MTT Trustees retain responsibility for appointing and removing governors	Allow a directly owned Trust Entity to appoint and remove governors of its own subsidiaries,	Where an MTT-owned entity has a subsidiary, its board could make those

	Schedule 5, clause 1.1(b)	of Trust Entities within the Trust Group, including subsidiaries.	subject to appropriate MTT oversight and accountability.	subsidiary appointments rather than every appointment having to come back to MTT Trustees.
53	Schedule 5, clauses 1.1(g)–(h); no current governance-effectiveness review requirement	The Deed does not expressly require periodic governance-effectiveness reviews of Trust Entity boards.	Require Trust Entity boards to be reviewed periodically, with the method appropriate to the entity and its circumstances.	Trustees would periodically assess whether each Trust Entity's governance remains effective and appropriate to its responsibilities.

Information, data and access

No.	Current Deed provision	What the Deed provides now	Proposed change	What this would change in practice
54	Clause 21 — Access to Documents	The Deed requires specified Trust documents to be available for viewing and already allows access electronically or through a physical copy at a specified location.	Strengthen the expectation that key Trust documents are readily available digitally where practical, while retaining appropriate confidentiality and privacy protections and beneficiaries' legal information rights.	Whānau would have easier digital access to key Trust documents while appropriate protections for confidential or sensitive information remain.
55	Clauses 4.1–4.7 and 21; new policy requirement	The Deed contains provisions governing the Hapū Register, whakapapa information and access to Trust documents, but does not expressly address Māori data sovereignty, cybersecurity, data security or artificial intelligence.	Require Trustees to maintain appropriate policies that give practical effect to the Deed's enduring principles and protect sensitive information, including whakapapa and Hapū Register information. These would address privacy, cybersecurity and data security, Māori data sovereignty and the responsible use of artificial intelligence.	The Deed would establish the enduring principle of hapū rangatiratanga and mana motuhake in relation to whakapapa, kōrero tuku iho, mātauranga and Māori data, while policies would set the practical requirements for protecting, governing and using that information as tikanga, risks and technology evolve.

Trustee liability and future legal structure

No.	Current Deed provision	What the Deed provides now	Proposed change	What this would change in practice
56	Clause 14 - Liability of Trustees	The Deed contains protections limiting Trustee liability in specified circumstances, drafted under the legal framework applying when the Deed was prepared.	Update the liability provisions to align with the Trusts Act 2019 and current law.	The Deed would more accurately reflect the current legal protections and limits applying to individual Trustees.
57	Clause 15 - Indemnity and Insurance	The Deed permits indemnity and insurance for Trustees subject to specified conditions and legal limits.	Update those provisions for current trust law while retaining the legal limits on when a Trustee may be indemnified or insured.	Trustee protection would be modernised without providing protection where the law does not permit it.
58	Clause 16.1 - Advisory Trustee	The Deed contains Advisory Trustee provisions relying on the Trustee Act 1956.	Update those provisions to reflect the Trusts Act 2019 and current law.	Any future use of an Advisory Trustee mechanism would operate under the current legal framework rather than repealed legislation.
59	Clauses 16.2–16.4 — Custodian Trustee and nominees	The Deed contains Custodian Trustee and nominee mechanisms relying in part on the Trustee Act 1956.	Update these provisions for current law and modernise the mechanisms for holding or administering Trust property where appropriate.	The mechanisms would remain available where useful but would operate under current legal requirements.
60	New provision — corporate trustee	The Deed does not currently provide a clear pathway for a company to become the sole corporate trustee while the people elected by whānau continue governing MTT.	Enable Trustees to implement a company as sole corporate trustee in future. Approval of this amendment would not itself establish the company or transfer Trust assets. Implementation would require suitably qualified advice, whānau consultation and a	Whānau would continue to elect the seven people governing MTT. Approval of this amendment would give Trustees the authority to implement a corporate trustee in future without another amendment to the Deed or another Special Resolution. Whānau would be consulted before implementation, but the

			separate transparent Trustee decision.	final decision would sit with Trustees.
61	New provision — corporate trustee safeguards	There is no existing corporate-trustee implementation framework.	Require any future assessment to address director and trustee duties, residual personal liability, insurance, tax, costs, asset and contract transfers, MTL implications and how the structure could later be changed or reversed.	Trustees and whānau would have to consider the significant legal, financial and structural consequences before any corporate trustee was implemented.

Legal and technical modernisation

No.	Current Deed provision	What the Deed provides now	Proposed change	What this would change in practice
62	Clauses 17.1–17.2 — Advice to Trustees	The Deed allows Trustees to rely on professional or expert advice. Clause 17.2 also provides for Trustees to obtain an opinion from a Barrister and Solicitor of at least seven years' standing where they are in doubt about the management or administration of the Trust Fund or exercise of their powers.	Modernise the provision so Trustees can obtain advice from someone suitably qualified and experienced for the particular kaupapa, including legal, financial, technical, tikanga, mātauranga or other specialist expertise where appropriate.	Trustees could obtain the type of expertise best suited to the matter. Legal advice could still be obtained whenever legal expertise is required.
63	References throughout the Deed to the Trustee Act 1956 and related trust law	Parts of the Deed refer to legislation that has since been repealed or replaced.	Replace outdated trust-law references and provisions with those appropriate under the Trusts Act 2019 and other current legislation.	The Deed would refer to and operate consistently with current trust law.
64	Clause 20.2 — Amendment to make Trust a charity	The Deed contains references to charity legislation applying when it was drafted.	Update legislative references relating to charities and charitable status.	The legal references would be current without changing the Trust's charitable purposes merely because the legislation has changed.

65	Clause 2.2; Schedule 2, cls 11.1–11.3 – Form of contracts	The Deed contains requirements for execution and signing of deeds and other documents that do not fully reflect modern electronic processes or the proposed formal delegation framework.	Modernise signing and execution requirements and align them with the Trust's formal delegation framework.	Documents could be validly signed and executed using appropriate modern processes by people with clearly recorded authority.
66	Internal cross-references throughout the Deed	Some internal cross-references in the current Deed do not accurately point to the provisions they are intended to refer to.	Correct inaccurate or outdated internal cross-references as part of the Restated Deed.	References within the Deed would point to the correct provisions, making the Deed clearer and easier to follow. This would not change the substantive rights, responsibilities or protections in the Deed.

Want to read the current Trust Deed?

The current Maungaharuru-Tangitū Trust Deed was restated in 2017 and is being provided alongside this booklet for whānau who would like to check the existing legal wording referred to in this appendix.

This booklet and appendix explain the proposed changes in plain language. They are not the proposed legal amendments or a replacement for the Trust Deed.

After whānau feedback has been considered and the proposals are finalised, whānau will be given access to the full proposed Restated Trust Deed before formal voting begins, together with clear information about what has changed and what they are being asked to approve.

Notes:

Notes:

MAUNGAHARURU
TANGITŪ

Maungaharuru-Tangitū Trust

TRUST DEED

March 2017

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Deed dated 2017

Parties

1 Charmaine Dawn Kui Butler;

2 Tania Marama Petrus Hopmans;

3 Tamehana Pekapeka Manaena;

4 Kerri Donna Nuku;

5 Adam Justin Puna;

6 George Paku Newton Reti;

7 Shane Richard Hatara Taurima,

together the Trustees.

Background

A In 1992 the Maungaharuru-Tangitū Hapū established an Incorporated Society, Maungaharuru-Tangitū Incorporated, to work towards a settlement of the Treaty of Waitangi claims of the Hapū and to represent, manage, promote, foster, assist and develop the affair and interest of the Hapū.

B The defining issue of the Hapū's Treaty of Waitangi claims related to the illegal and unjustified confiscation (raupatu) of the Hapū land by the Crown in 1867 under the New Zealand Settlements Act 1863.

C On 20 October 2009 the mandate of Maungaharuru-Tangitū Incorporated was recognised by the Crown for the purposes of direct negotiations towards the settlement of the Hapū's historical Treaty of Waitangi Claims. Formal negotiations began on 26 June 2010 with the signing of Terms of Negotiations.

D An Agreement in Principle relating to the settlement of those claims was reached on 22 September 2011 between the Maungaharuru-Tangitū Incorporated and the Crown. Negotiations then continued in order to finalise a Deed of Settlement.

E In order to receive redress the Crown requires that the Hapū establish a post settlement governance entity to receive and manage Treaty Settlement redress.

F Maungaharuru-Tangitū Incorporated held several consultation hui with the Hapū to discuss the establishment of this Trust and its terms.

G The Hapū resolved to establish this Trust to act as the post settlement governance entity, and that the Trust (acting through the Trustees) will hold property jointly upon the trusts set out in the Deed, and for this purpose has determined to hold the sum of $10 as the initial trust fund for the Trust.

H The Initial Trustees of the Trust are to be the elected Board Members of the mandated negotiating entity, Maungaharuru-Tangitū Incorporated, to provide for consistency and transparency of representation until elections can be held for new Trustees.

I The Hapū also intend that, following the receipt of Treaty Settlement redress, the Trust will take up the representative functions of Maungaharuru-Tangitū Incorporated and will become the representative entity for the collective interests of the Hapū.

J These intentions, and the Trust Deed, were considered and formally approved by the Hapū via ballot conducted by Maungaharuru-Tangitū Incorporated on 4 December 2012.

Deed

1 Interpretation

1.1 Definitions

In this Deed the following terms have the following meanings except to the extent that they may be inconsistent with the context:

'Adult Registered Members' means those Members of the Hapū identified on the Hapū Register as being 18 years of age or over.

'Advisory Trustee' means an advisory trustee appointed in accordance with clause 16.1 (Advisory Trustee).

'Agreement in Principle' means the agreement between representatives of Maungaharuru-Tangitū Hapū and the Crown dated 22 September 2011 in relation to the settlement of Maungaharuru-Tangitū Hapū historical Treaty of Waitangi claims

'Annual General Meeting' means a meeting held in accordance with clause 7.1 (Trust to hold Annual General Meeting).

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

'Chairperson' means that Trustee appointed as chairperson in accordance with clause 5.1 (Trustees to elect) of Schedule 2 (Proceedings of Trustees).

'Code of Conduct' means the code of conduct prepared in accordance with clause 2 (Code of Conduct) of Schedule 2.

'Crown' has the meaning given to it in section 2(1) of the Public Finance Act 1989.

'Custodial Trust Fund' has the meaning given to it in clause 16.2ci (Custodian Trustee and Nominee).

'Custodian Trustee' means a custodian trustee appointed in accordance with clause 16.2 (Custodian Trustee and Nominee).

'Deed' means this deed of trust and includes any amendments to this deed of trust made in accordance with clause 20 (Amendments to the Deed) or as amended in any other manner permitted by law.

'Deed of Settlement' means the deed between representatives of Maungaharuru-Tangitū Hapū and the Crown recording the settlement of the historical Treaty of Waitangi claims of the Hapū.

'Deputy Chairperson' means that Trustee appointed as deputy chairperson in accordance with clause 5.1 (Trustees to elect) of Schedule 2 (Proceedings of Trustees).

'Financial Statements' means the financial statements prepared **by a Chartered Accountant in public practice in accordance with applicable financial reporting that meet the needs of Maungaharuru-Tangitū Group.**

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

'General Meeting' means a meeting of the Members of the Hapū that is held in accordance with clause 7 (General Meetings), whether it is an Annual General Meeting or a Special General Meeting.

'Hapū' means the Maungaharuru-Tangitū Hapū.

'Hapū Register' means the register of Members of the Hapū maintained by the Trust in accordance with Schedule 1 (Powers of Trustees).

'Initial Trustees' means the Parties to this Deed deemed to be initial trustees in accordance with clause 2.1 (Initial Trustees) of Schedule 3 (Elections of Trustees).

'Kāhui Kaumātua' means the committee established in accordance with clause 5.1 (Power to convene a meeting of Kāhui Kaumātua).

'Major Transaction' means:

a the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Trust, the value of which is more than half of the value of the Trust Fund before the acquisition;

b the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Trust, the value of which is more than half of the value of the Trust Fund before the disposition;

c a transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities the value of which is more than half of the value of the Trust Fund before the transaction;

d the disposition of, or an agreement to dispose of, whether contingent or not, any Taonga Property by the Trust, or the removal of the status of Taonga Property from any Property of the Trust; or

e the approval by the Trustees of a transaction by a Trust Entity, where approval of that transaction is required by the constitutional documents of that Trust Entity and the value of that transaction is more than half of the value of the Trust Fund before the transaction;

but does not include:

f any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all, or substantially all, of the Trust Fund;

g any disposition of Property or Taonga Property by the Trust, or any Trust Entity, to any Trust Entity;

h the receipt of redress or settlement assets pursuant to the Agreement in Principle, Deed of Settlement, or Settlement Legislation; or

i any acquisition or disposition of Property by the Trust pursuant to the agreements set out in the Deed of Settlement, or any arrangements or transactions whatsoever to effect that acquisition or disposition.

'Maungaharuru-Tangitū Hapū' and 'Hapū' means:

a the collective group composed of individuals who descend from the tīpuna listed in one or more of the following paragraphs:

  i Tataramoa (for Ngāi Tatara and Ngāti Kurumōkihi);

  ii Tukapua I (for Marangatūhetaua (also known as Ngāti Tū);

  iii Whakaari (for Ngāti Whakaari);

  iv Tauira and Mateawha (for Ngāi Tauira);

  v Te Ruruku through Hemi Puna and Taraipene Tuaitu (for Ngāi Te Ruruku ki Tangoio); or

  vi Tahumatua II (for Ngāi Tahu) and the tīpuna named in one of the paragraphs i to v above;

b every whānau, hapū or group to the extent that it is composed of individuals referred to in paragraph (a) above, including the following groups:

  i Ngāti Kurumōkihi (formally known as Ngāi Tatara);

  ii Marangatūhetua (also known as Ngāti Tū);

  iii Ngāti Whakaari;

  iv Ngāi Tauira;

  v Ngāi Te Ruruku ki Tangoio; and

  vi Ngāi Tahu; and

c every individual referred to in paragraph a above.

For the purposes of this definition a descendant may be descended by:

a birth; or

b legal adoption.

'Maungaharuru-Tangitū Group' means the Maungaharuru-Tangitū Trust and any Trust Entities.

'Maungaharuru-Tangitū Trust' and **'Trust'** means the trust established by this Deed.

'Member of the Hapū' means a person who is referred to in the definition of Maungaharuru-Tangitū Hapū.

'Nominee' means a nominee appointed in accordance with clause 16.2 (Custodian Trustee and Nominee).

'Perpetuity Period' means, for the purposes of clause 23, the period that commences on the date of this Deed and ends:

a 80 years less 1 day after the date of this Deed, that period being the period specified for the purposes of section 6 of the Perpetuities Act 1964 for so long as 80 years is the period specified in that section; or

b if another period is specified in legislation, that other period.

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

'Settlement Legislation' means such Act or Acts of Parliament that may be passed so as to give effect to the Deed of Settlement and the promises contained within that deed.

'Special General Meeting' means a meeting held in accordance with clause 7.3.

'Special Resolution' means a resolution that has been properly notified and passed by 75% of those Adult Registered Members of the Hapū who cast a valid vote in accordance with the procedures set out in Schedule 4 (Voting process).

Taonga Property' means any Property of the Trust that is declared to be Taonga Property in accordance with clause 9.3 (Declaration as Taonga Property) and listed on the Taonga Property Register.

'Trust Entity' means the Trust and any company that is wholly owned by the Trust (or a Trust Entity), and any other entity (including a society, trust, or limited liability partnership) where:

a the Trust, a Trust Entity, or both the Trust and a Trust Entity retain the exclusive right to appoint or remove directors, trustees, or other office holders of that company or other entity; and

b that company or other entity is established or acquired by the Trustees in accordance with clause 13 (Trust Entities) and Schedule 5 (Establishment of Trust Entities),

'Trust Fund' means the initial sum of $10 referred to in the background to this Deed together with all other Property the Trustees may subsequently purchase, receive or otherwise acquire from themselves or from any other person, firm, corporation or the Crown for the purposes of the Trust, that are from time to time held by the Trustees, or their nominee, on the trusts of this Deed.

'Trustees' means the trustees elected or appointed from time to time in accordance with Schedule 3 (Elections of Trustees) of this Deed to act as the trustees for the time being of this Trust.

'Whakapapa Committee' means the committee established in accordance with clause 4.3 (Whakapapa Committee to be established).

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

1.2 **General construction**

In interpreting this Deed the following rules must be applied unless the context otherwise requires:

a Headings to clauses are for reference only and are not an aid in interpretation;

b References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;

c References to documents will be construed as references to those documents as they may be amended from time to time;

d References to clauses are to clauses of this Deed;

e References to currency are to New Zealand currency;

f All periods of time include the day on which the period commences and also the day on which the period ends; and

g Words importing the plural include the singular and vice versa and words importing gender import all genders.

2 Establishment and objects of the Trust

2.1 Establishment of Trust

The Trustees declare and acknowledge that the Trustees hold and will continue to hold the Trust Fund upon the trusts and with the powers set out in this Deed. The Trust is to be known as the Maungaharuru-Tangitū Trust or such other name as the Trustees decide from time to time.

2.2 Counterparts

This Deed may be executed in any number of counterparts, copies of which will be deemed an original, and all of which together constitute one and the same instrument. Each of the Parties shall promptly sign the original copies of the Deed (such copies to be signed by all the Parties) after execution of counterparts.

2.3 Trustees representative

The Trustees shall be the representative for Maungaharuru-Tangitū Hapū in all matters relating to this Deed.

2.4 Administration of the Trust

The Trust shall be governed and administered by and in accordance with this Deed.

2.5 **Objects of the Trust**

The objects of the Trust shall be to receive, hold, manage, and administer the Trust Fund on trust for any object or purpose that is beneficial to the Members of the Hapū irrespective of where the Members of the Hapū reside and shall without limitation include:

a to give effect to the Settlement Legislation;

b to receive redress pursuant to the Deed of Settlement and hold and apply that redress in accordance with the provisions of this Deed;

c to exercise strategic governance over the Trust Entities so as to manage prudently the affairs, business activities, assets and liabilities of the Trust;

d to be the voice and representative body for Maungaharuru-Tangitū Hapū;

e to foster and promote amongst Members of the Hapū:

i spiritual values, unity, support and cooperation;

ii recognition of traditional customs and values;

iii physical, social, and economic wellbeing and advancement; and

f to carry on any other objectives which may be carried on in connection with the above objects or which may directly or indirectly achieve those objects.

3 Appointment, powers and meetings of the Trustees

3.1 **Number of Trustees**

There shall be between five and seven Trustees of the Trust following the retirement of the Initial Trustees pursuant to Schedule 3 (Elections of Trustees).

3.2 **Appointment of Trustees**

The Trustees from time to time shall be appointed to office in accordance with the provisions set out in Schedule 3 (Elections of Trustees).

3.3 **Proceedings of Trustees**

Except as otherwise provided in this Deed, the proceedings and other affairs of the Trustees shall be conducted in accordance with Schedule 2 (Proceedings of Trustees).

3.4 **Powers of a natural person**

The Trustees will have the powers of a natural person and all other powers that New Zealand law permits subject to clause 3.5 (Restriction on Major Transactions). Without limitation, the powers of the Trustees include by way of example the powers set out in Schedule 1 (Powers of Trustees). In the case of doubt, the construction to be adopted is to favour the broadening of the powers of the Trustees.

3.5 **Restriction on Major Transactions**

Notwithstanding clause 3.4 (Powers of a natural person), the Trustees must not enter into a Major Transaction unless that Major Transaction:

a is approved by a Special Resolution; or

b is contingent upon approval by a Special Resolution.

3.6 **Trustees' expenses**

Each Trustee shall be entitled to be reimbursed any expenses or outgoings reasonably and properly incurred in the business of the Trust, subject to the prior approval of the Trustees.

3.7 **Trustees' remuneration**

The Trustees may determine the level of remuneration payable to each Trustee provided that the Trustees shall;

a annually seek external professional advice in relation to an appropriate level of remuneration for each Trustee;

b fix a level of remuneration for each Trustee that is no greater than that recommended by external advice provided under clause 3.7a; and

c at each Annual General Meeting provide the details of the external advice received under clause 3.7a and the level of remuneration set in accordance with clause 3.7b.

4 Hapū Register

4.1 **Trust to maintain register**

The Trustees shall establish and maintain a Hapū Register which records the full names, dates of birth and postal addresses of the Members of the Hapū.

4.2 **Application for registration**

All applications for registration as a Member of the Hapū must be made in writing to the Trust in the form approved by the Trustees from time to time. The application must cover:

a the full name, date of birth and postal address of the applicant;

b such evidence as the Trustees may from time to time require as to that applicant's status as a Member of the Hapū, including details of the whakapapa (genealogical) connection of the applicant to the Hapū; and

c such further information as the Trustees may specify on the form.

4.3 **Whakapapa Committee to be established**

The Trustees shall establish a Whakapapa Committee, comprised of three Members of the Hapū with expertise and knowledge of the whakapapa of the Hapū, to make decisions on all applications made pursuant to clause 4.2 (Application for registration).

4.4 **Decisions to be made on applications**

Upon receipt of an application for membership in accordance with clause 4.2 (Application for registration), the Whakapapa Committee shall consider the application and shall make a decision as to whether the application should be accepted as to the applicant's status as a Member of the Hapū.

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 Trust, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the Hapū Register.

4.6 **Notification of unsuccessful applicants**

In the event that the Whakapapa Committee decides to decline the application then such decision shall be conveyed in writing to the Trustees together with the reason for the decision. The Trustees shall then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 **Applicants may reapply**

Any decision to decline an application for registration under clause 4.6 (Notification of unsuccessful applicants) does not prevent an applicant submitting a new application for registration which may include additional information in response to the Whakapapa Committee's decision.

5 Kāhui Kaumātua

5.1 **Power to convene a meeting of Kāhui Kaumātua**

The Trustees may establish from time to time a Kāhui Kaumātua on such terms of appointment, and subject to such rules, meeting procedures and processes, as may be prescribed by the Trustees from time to time.

5.2 **Role of Kāhui Kaumātua**

The Kāhui Kaumātua will, on request from the Trustees, be responsible for advising the Trustees on matters relating to the tikanga, reo, kawa, kōrero and whakapapa of the Hapū. The advice of the Kāhui Kaumātua is intended to guide the Trustees and is not binding.

5.3 **Trustees may be members**

A Trustee may be appointed to, or remain part of, the Kāhui Kaumātua provided that, in the event that a request for advice from the Trustees relates to a contentious issue amongst the Trustees, then any Trustee who is also a member of the Kāhui Kaumātua shall not take part in the deliberations of the Kāhui Kaumātua.

6 General manager and other employees

6.1 Trust may appoint general manager

The Trustees may appoint a general manager to manage the day to day administration of the Trust including without limitation the implementation of the Trust's planning, reporting and monitoring obligations under this Deed.

6.2 Trust employees

The general manager and the Chairperson of the Trust (or his or her delegate) shall be responsible for the employment of all other employees of the Trust.

6.3 General manager's delegation

The general manager shall exercise such other powers and discretions as are delegated to him or her by the Trustees from time to time.

6.4 Trustees

Subject to clause 18 (Conflicts of interest), a Trustee may be employed by the Trust, and employment by the Trust does not disqualify a Member of the Hapū from being nominated for election as a Trustee in accordance with Schedule 3 (Elections of Trustees).

7 General Meetings

7.1 Trust to hold Annual General Meeting

The Trustees shall no later than six calendar months after the end of each Financial Year, and in any event no more than 15 months after the date of the last annual general meeting of the Trust, hold a general meeting for the Members of the Hapū, to be called its Annual General Meeting and shall at that meeting:

a present the annual report and Financial Statements;

b present the proposed annual plan;

other business to be conducted at the Annual General Meeting shall include:

c the approval of the appointment of the auditor for the next Financial Year;

d the presentation of details relating to Trustees' remuneration pursuant to clause 3.7c (Trustees' remuneration);

e any other notified business; and

f any general business raised at that meeting and accepted for discussion by the Chairperson pursuant to clause 7.5 (Special General Meeting limited to notified business).

7.2 Notice of Annual General Meeting

The Trustees shall give not less than 20 Working Days notice of the holding of the Annual General Meeting, such notice to be sent, by postal or electronic means, to all Adult Registered

Members at the last address shown for each such Member. Notice of the meeting shall also be inserted in appropriate newspapers circulating in regions of New Zealand where the Trustees consider that a significant number of Adult Registered Members reside. All such notices shall contain:

a the date, time and place of the Annual General Meeting;

b an agenda of matters to be discussed, and a summary of resolutions to be put at the meeting; and

c details of where copies of any information to be laid before the meeting, including full resolutions to be put, may be inspected.

7.3 **Notice of Special General Meetings**

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

a the Chairperson and Deputy Chairperson;

b the majority of the Trustees; or

c 10 percent (10%) of all Adult Registered Members.

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

7.4 **Annual General Meeting not limited to notified business**

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

7.5 **Special General Meeting limited to notified business**

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

7.6 **Invalidation**

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

7.7 **Deficiency of notice**

Subject to clause 7.5 (Special General Meeting limited to notified business), a deficiency or irregularity in a notice of any General Meeting will not invalidate anything done at the meeting if:

a the deficiency or irregularity is not material; and

b the Adult Registered Members who attend the meeting agree to waive the deficiency or irregularity.

7.8 **Quorum**

The quorum required for any General Meeting shall be at no less than 30 Adult Registered Members present in person and in the case of a Special General Meeting convened in accordance with clause 7.3c (Notice of Special General Meetings), the quorum must include 50% of those who made the written request.

7.9 **Chairing of meetings**

The Chairperson for the time being will be the chairperson of any General Meeting and will preside over and have control over the meeting, provided that:

a if the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chairperson;

b if neither the Chairperson nor Deputy Chairperson are present at the time appointed for holding a meeting then the Trustees present shall elect one of their number to substitute as the chairperson for that meeting; and

c if a Special General Meeting has been convened in accordance with clause 7.3b or 7.3c (Notice of Special General Meetings) the Trustees will appoint an independent chair for that meeting.

7.10 **Voting**

To the extent that a vote is sought or required on any matter to be considered at any General Meeting, not being in respect of a Special Resolution to which Schedule 4 (Voting process) applies, the Trustees may determine that the vote is conducted:

a by postal vote to a physical or electronic address, as determined by the Trustees from time to time;

b at the hui; or

c by both methods in paragraphs a and b above.

Voting at a hui may be by voice or a show of hands, and shall be passed by a majority of those present and entitled to vote. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote. Every Adult Registered Member shall have one vote per resolution in any given voting process. However, except as provided in clauses 3.5 (Restriction on Major Transactions), 7.1c (Trust to hold Annual General Meeting), 24 (Winding up of the Trust) and in Schedule 4 (Voting process), the Trustees shall not be bound by a resolution passed pursuant to this clause, but will only be required to give consideration to any such resolution in administering the Trust Fund and carrying out the objects of the Trust.

7.11 **Adjourned meetings**

If within one hour of the time appointed for a General Meeting a quorum is not present, the meeting will stand adjourned to be reconvened seven days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Registered Members present will constitute a quorum.

7.12 **Unruly meetings**

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

7.13 **Minutes**

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

7.14 **Minutes to be evidence of proceedings**

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

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

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

8 Application of income

8.1 **Application of income**

The Trustees may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment and management of the Trust and Trust Entities, pay or apply all or any of the income of the Trust to or for the benefit of such one or more of the Members of the Hapū to the exclusion of the others and, if to or for one or more than one, in equal or unequal shares and on such terms and conditions as the Trustees in their absolute discretion may decide. In acting for the benefit of the Members of the Hapū the Trustees may also distribute income to a Trust Entity.

8.2 **Accumulation in six months without payment of application of income**

Any income of any Financial Year not paid or applied in accordance with clause 8.1 (Application of income) during or within six months from the end of that Financial Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the Trust Fund, and shall be subject to the trusts and powers herein declared in respect of the capital of the Trust Fund.

8.3 **Application of capital**

The Trustees may at any time pay or apply any of the capital of the Trust Fund to or for the benefit of such one or more of the Members of the Hapū to the exclusion of the others and, if to or for more than one, in equal or unequal shares and on such terms and conditions as the Trustees in their absolute discretion may decide. In acting for the benefit of the Members of the Hapū the Trustees may also distribute capital to a Trust Entity.

8.4 **Trustees have absolute discretion**

All powers and discretions that the Trustees have may be exercised by the Trustees in their absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as the Trustees think fit.

9 Taonga Property

9.1 **Identification of Special Property**

The Trustees may identify any particular Property held by the Trust as being of such special significance to the Maungaharuru-Tangitū Hapū that additional protection is required to ensure that Property is retained on behalf of the Maungaharuru-Tangitū Hapū.

9.2 **Consultation with Hapū**

Where the Trustees have identified particular Property under clause 9.1 (Identification of Special Property), the Trustees shall consult, in a manner to be determined by the Trustees, with the Maungaharuru-Tangitū Hapū as to the need for special protection of that Property.

9.3 **Declaration as Taonga Property**

The Trustees may, having regard to the outcome of the consultation under clause 9.2 (Consultation with Hapū), declare the identified Property to be Taonga Property and must inform the Hapū of any such declaration in a manner determined by the Trustees.

9.4 **Taonga Property register**

The Trustees must maintain a register of all Taonga Property with such register being available for inspection by all Adult Registered Members.

9.5 **Disposition of Taonga Property is a Major Transaction**

When considering whether or not to dispose of, or to enter into any agreement that will result in the disposition of (whether contingent or not) any Taonga Property, the Trustees shall have regard to the fact that any such disposition will constitute a Major Transaction, as will any proposal to remove the status of Taonga Property from a particular Property.

10 Policies and plans

10.1 **Trustees to prepare five year strategic plan**

Within 24 months of the establishment of the Trust, the Trustees shall, having consulted with Members of the Hapū, produce, and maintain a current five year strategic plan. Such a plan shall:

a set out the medium term vision of the Trust in respect of the matters referred to in clause 10.2 (Trustees to prepare annual plan); and

b include an investment framework that provides guiding principles for the development of investment and distribution policies that the Trust intends to follow in respect of the Trust Fund and the Maungaharuru-Tangitū Group.

10.2 **Trustees to prepare annual plan**

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

a the objectives of the annual plan;

b the strategic vision of the Trust for the Maungaharuru-Tangitū Group;

c the nature and scope of the activities proposed by the Trust for the Maungaharuru-Tangitū Group in the performance of the objects of the Trust;

d the ratio of capital to total assets;

e the performance targets and measurements by which performance of the Maungaharuru-Tangitū Group may be judged;

f the manner in which it is proposed that projected income will be dealt with;

g any proposals for the activities of Maungaharuru-Tangitū Group; and

h any proposals for the ongoing management of the Trust Fund.

In developing an annual plan the Trustees shall have regard to the vision and polices set out the current five year strategic plan prepared in accordance with clause 10.1 (Trustees to prepare five year strategic plan).

11 Annual reports, accounts and audit

11.1 **Preparation of annual report**

The Trustees must, within four months after the end of each Financial Year, cause to be prepared an annual report on the affairs of the Maungaharuru-Tangitū Group covering the accounting period to the end of that Financial Year. The report shall include a comparison of performance against the annual plan and Financial Statements including a balance sheet and income and expenditure statements and notes so as to give a true and fair view of the financial affairs of the Trust for that Financial Year. The financial statements shall include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm **solely in his or her capacity as a Trustee in accordance with clause 3.7 (Remuneration)** and details of any premiums paid in respect of Trustees' indemnity insurance **in accordance with clause 15.1 (Indemnities).**

11.2 **Audit of financial statements**

The Trustees must also ensure that the Financial Statements for each Financial Year are audited by a chartered accountant in public practice prior to the date of giving notice of the Annual General Meeting of the Trust for the Financial Year immediately following the Financial Year to which the financial statements relate.

11.3 **Appointment of auditor**

The auditor shall be appointed by the Trustees prior to the end of the Financial Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No

Trustee or employee of the Trust (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Trust's accountant shall not be appointed as auditor.

12 Investments

The proportion of the Trust Fund that the Trustees determine to invest during such time as it is held by the Trustees must be invested in accordance with the provisions of the Trustees Act 1956.

13 Trust Entities

13.1 Establishment of Trust Entities

The Trust may establish Trust Entities in order to receive, hold, or manage the Trust Fund or any Property forming part of the Trust Fund, provided that any Trust Entity must be established in accordance with the requirements set out in Schedule 5 (Establishment of Trust Entities).

13.2 Disestablishment of Trust Entities

The Trust may, from time to time, disestablish any Trust Entity.

13.3 Establishment of other entities

13.4 For the avoidance of doubt, the ability for the Trust to establish Trust Entities does not limit the powers of the Trustees under this Deed to enter into any other arrangement including the establishment, or acquisition of an interest in, other entities which do not meet the requirements of Schedule 5 (Establishment of Trust Entities) and are not Trust Entities.

14 Liability of Trustees

14.1 A Trustee 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 Deed. In particular no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

15 Indemnity and insurance

15.1 Indemnity and insurance for Trustees

Any Trustee, officer or employee of the Trust shall be indemnified or have his or her insurance costs met out of the Trust Fund against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Trust, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the objects of the Trust.

15.2 Indemnity and insurance costs to be just and equitable

All indemnities and insurance costs may only be paid or reimbursed to the extent that those costs are just and equitable. If a question arises as to the extent of indemnity and insurance cost the Trustees shall seek independent advice as to a just and equitable level of costs.

15.3 Indemnity and insurance re specific trusts

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

15.4 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.

16 Advisory Trustee and Custodian Trustee

16.1 Advisory Trustee

The Trustees may, by resolution in writing, appoint any person as an advisory trustee of the Trust. The Advisory Trustee shall have the status and powers conferred on advisory trustees by the Trustees Act 1956.

16.2 Custodian Trustee and Nominee

The Trustees may, by resolution in writing, appoint any person as a Custodian Trustee or Nominee of the Trust Fund. The provisions of the Trustee Act 1956 shall apply as if references in it to a Custodian Trustee were references to Custodian Trustee or Nominee, except as modified or extended as follows:

a all or any of the Trust Fund may be vested in the Custodian Trustee or Nominee as if the Custodian Trustee or Nominee were sole trustee;

b the portion of the Trust Fund that is from time to time vested in the Custodian Trustee or Nominee is the Custodial Trust Fund, and the provisions of section 50 of the Trustee Act 1956 shall apply as if references in it to the trust property were references to the Custodian Trust Fund;

c the Custodian Trustee or Nominee must:

  i hold the part of the Trust Fund that is transferred to the Custodial Trustee or Nominee by the Trustees (the '**Custodial Trust Fund'**);

  ii invest the Custodial Trust Fund and dispose of it in accordance with any direction in writing by the Trustees; and

  iii execute all documents and perform all acts that the Trustees in writing direct.

16.3 **Removal of Advisory Trustee, Custodian Trustee or Nominee**

The Trustees may, without needing to give any reason, remove any Advisory Trustee, or Custodian Trustee, or Nominee by passing a resolution approved by a majority of the Trustees entitled to vote at a meeting of Trustees.

16.4 **Trustees may pay fee**

The Trustees may pay a fee to the Advisory Trustee, Custodian Trustee or Nominee.

17 Advice to Trustees

17.1 **Trustees may rely on advice**

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

a an employee of the Trust or any director, trustee, board member or employee of a Trust Entity whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;

b a professional advisor or expert in relation to matters which the Trustees believe on reasonable grounds to be within a person's professional or expert competence; and

c any other Trustee or member of a committee upon which a Trustee did not serve at the relevant time and in relation to matters that are within that other Trustee's or committee member's designated authority. However this shall only apply to the extent that the Trustees act in good faith, after reasonable enquiry when the need for an enquiry is indicated by the circumstances, and without knowledge that would cause such acceptance to be unwarranted.

17.2 **Trustees may obtain opinion**

If the Trustees are in doubt over any matter relating to the management and administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister and Solicitor of the High Court of New Zealand of at least seven years' standing. In respect of any such opinion, and subject to clause 14.1 (Liability of Trustees), the Trustees may act without being liable to any person who may claim to be beneficially entitled in respect of anything done in accordance with that opinion. This right to obtain and act upon an opinion, however, will not restrict any right on the part of the Trust to apply to the High Court of New Zealand for directions.

18 Conflicts of interest

18.1 **Definition of interested Trustee**

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

a is a party to, or will derive a material financial benefit from that matter;

b has a material financial interest in another party to the matter;

c is a director, trustee, board member, or officer 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 controlled, by the Trust or any Trust Entity;

d is the parent, child or spouse of another party to, or person who will derive a material financial benefit from, the matter; or

e is otherwise directly or indirectly interested in the matter.

For the purposes of paragraph c above, a party will be controlled by the Trust or a Trust Entity if the composition of the board of that party (whether a company, trust, or other entity) is controlled by the Trust or Trust Entity.

However, no Trustee will be interested in a matter where that Trustee is a member of a hapu or iwi where his or her interest is not different in kind from the interests of other members of that hapu or iwi.

18.2 **Disclosure of interest to other Trustees**

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

a if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or

b if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

18.3 **Disclosure of interest of another Trustee**

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

18.4 **Recording of interest**

The Trust shall establish and maintain an interests register for the purpose of recording the details of interested representatives. Immediately following his or her appointment, a Trustee must enter any interests he or she may have into the interests register. A Trustee must also enter into the interests register the details of any interest disclosed to other Trustees in accordance with clause 18.2 (Disclosure of interest to other Trustees).

18.5 **Dealings with interested Trustees**

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

19 Dispute resolution process

19.1 Disputes

In the event that a dispute arises in relation to any aspect of the Trust, or the Trust Entities, including, but not limited to, disputes on matters of tikanga, reo, kawa, whakapapa, and kōrero, then that dispute shall be referred in the first instance to the Trustees.

19.2 Notice of dispute

All disputes referred to the Trustees in accordance with clause 19.1 (Disputes) shall be submitted to the Trustees by notice in writing and the Trust shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice. The Trustees shall appoint one or more of their number to act as mediator(s) to attempt to facilitate, mediate and effect a settlement of such dispute.

19.3 Reference of dispute

If a dispute is not settled within 20 Working Days of the receipt by the Trustees of written notice of the dispute in accordance with clause 19.2 (Notice of dispute) then it shall be referred to the Kāhui Kaumātua or to a Disputes Committee constituted in accordance with clauses 19.4 (Dispute Committee to be appointed as required) and 19.5 (Appointment and composition of Disputes Committee).

19.4 Dispute Committee to be appointed as required

There shall not be a permanent Disputes Committee. The Disputes Committee shall be appointed by the Trustees on a case by case basis having regard to the precise subject matter of the dispute in question and only after the expiry of the 20 Working Day period referred to in clause 19.3 (Reference of dispute).

19.5 Appointment and composition of Disputes Committee

A Disputes Committee shall comprise three persons, of whom no more than two may be Trustees, who shall be appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute.

19.6 Role of Disputes Committee

The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.

19.7 Deliberations of Disputes Committee

In dealing with any dispute a Disputes Committee shall, subject to meeting the requirements of natural justice and tikanga, 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 a Disputes Committee shall be final.

19.8 Notification of outcome

A Disputes Committee shall give its findings and decision together with reasons, in writing to the Trustees and any other party to the dispute.

20 Amendments to the Deed

20.1 Special Resolution required

All amendments to the Deed shall only be made with the approval of a Special Resolution passed in accordance with Schedule 4 (Voting process).

20.2 Amendment to make Trust a charity

Notwithstanding any other provision in this Deed to the contrary, this Deed may be amended, and the benefits conferred hereunder altered, in order for the Trust to become a charity and to qualify for any tax exemptions available from time to time for charitable entities under the provisions of the Income Tax Act 2007, provided that such amendment:

a is made in accordance with clause 20.1 (Special Resolution required);

b does not change the objects of the Trust so that the Trustees are no longer required to act for the benefit of the Members of the Hapū; and

c does not change the definition in clause 1.1 (Definitions) of Maungaharuru-Tangitu Hapū.

The Trustees may also apply for incorporation under the Charitable Trusts Act 1957 and registration under the Charities Act 2005.

21 Access to the Documents

The Trustees shall ensure that the following documents are available for viewing by Members of the Hapū:

a a copy of this Deed;

b any current annual plan and five year strategic plan prepared in accordance with clause 10.1 (Trustees to prepare five year strategic plan) and clause 10.2 (Trustees to prepare annual plan)

c annual reports, Financial Statements and annual plans presented for the purposes of the last three Annual General Meetings in accordance with clause 7.1 (Trust to hold Annual General Meeting).

The Trustees may comply with this requirement by ensuring that such documents are available electronically or by maintaining a physical copy of such documents at a specified location.

22 Resettlement

22.1 The Trustees have the power in its discretion to settle or resettle any or all of the Trust Fund upon trust in any manner which in the opinion of the Trustee is for the advancement or benefit of the Hapū and is consistent with the objects of the Trust, subject to compliance with clause 3.5 (Restriction on Major Transactions).

23 Perpetuities

23.1 If the rule against perpetuities applies to the Trust, the Trustees shall proceed to wind up the Trust in accordance with clause 24 (Winding up of the Trust) by the last day of the Perpetuity Period.

24 Winding up of the Trust

24.1 The Trust established by this Deed shall only be terminated or dissolved if the Adult Registered Members have, by Special Resolution resolved that it has become impossible, impracticable, or inexpedient for the Trust to carry out the objects of the Trust.

24.2 On the termination or dissolution of the Trust, the Trust Fund after the payment of costs, debts and liabilities shall be paid to another trust or entity that the Trustees in their absolute discretion are satisfied has been established for the benefit of the Maungaharuru-Tangitū Hapū. Any payment under this clause may be made on such terms and subject to such conditions (if any) as the Trustees in their absolute discretion determine.

25 Governing law

25.1 This Deed and the Trust are governed by and construed in accordance with the laws of New Zealand.

Execution

Signed by
in the presence of:

Charmaine Dawn Kui Butler

Witness signature

Full name James Lyver

Occupation Kaiwhakahaere Matua ~~General Manager~~

Maungaharuru-Tangitū Trust

Town/city Napier

Signed by
in the presence of:

Tania Marama Petrus Hopmans

Witness signature

Full name James Lyver

Occupation Kaiwhakahaere Matua ~~General Manager~~

Maungaharuru-Tangitū Trust

Town/city Napier

Signed by
in the presence of:

Tamehana Pekapeka Manaena

Witness signature

Full name James Lyver

Occupation Kaiwhakahaere Matua
General Manager
Maungaharuru-Tangitu Trust

Town/city Napier

Signed by
in the presence of:

Kerri Donna Nuku

Witness signature ______________________

Full name ______________________

Occupation ______________________

Town/city ______________________

Signed by
in the presence of:

Adam Justin Puna

Witness signature ______________________

Full name ______________________

Occupation ______________________

Town/city ______________________

Signed by
in the presence of:

Tamehana Pekapeka Manaena

Witness signature ______________________

Full name ______________________

Occupation ______________________

Town/city ______________________

Signed by
in the presence of:

Kerri Donna Nuku

Witness signature ______________________

Full name **James Lyver**

Occupation Kaiwhakahaere Matua
General Manager
Maungaharuru-Tangitu Trust

Town/city Napier

Signed by
in the presence of:

Adam Justin Puna

Witness signature ______________________

Full name ______________________

Occupation ______________________

Town/city ______________________

Signed by
in the presence of:

Tamehana Pekapeka Manaena

Witness signature

Full name

Occupation

Town/city

Signed by
in the presence of:

Kerri Donna Nuku

Witness signature

Full name

Occupation

Town/city

Signed by
in the presence of:

Adam Justin Puna

Witness signature

Full name WILMA LYNETTE PUNA

Occupation RETIRED

Town/city ROBINA QLD.

Signed by
in the presence of:

George Paku Newton Reti

Witness signature

Full name **James Lyver**

Occupation Kaiwhakahaere Matua
General Manager
Maungaharuru-Tangitu Trust

Town/city Napier

Signed by
in the presence of:

Shane Richard Hatara Taurima

Witness signature

Full name **James Lyver**

Occupation Kaiwhakahaere Matua
General Manager
Maungaharuru-Tangitu Trust

Town/city Napier

Schedule 1: Powers of Trustees

1 Powers of the Trustees

1.1 Without limiting clause 3.4 (Powers of a natural person) of this Deed, the Trustees shall have the powers:

a to purchase and hold Property;

b to lease Property;

c to grant leases of Property;

d to make any grants, scholarships or koha which are consistent with the objects of the Trust;

e to borrow, obtain credit, or to otherwise raise funds to further the objects of the Trust;

f to carry on any business or venture, and:

i to use for the business or venture any Property that is part of the Trust Fund;

ii to form (whether by itself or with others) a company, partnership or venture to carry on the business; and

iii to be a director or partner or party of or to that company or partnership or venture and to retain for themselves any reasonable remuneration paid;

g to accumulate the income of the Trust Fund;

h to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustees or falling due in the future;

i in relation to any company or other body (whether incorporated or unincorporated) or chose in action or fund:

i appoint directors, trustees, decision-makers, controllers, officers or employees of it;

ii consent to any reorganisation or reconstruction of it, or dealing with it, and any increase or reductions of the capital of it; and

iii provide out of the Trust Fund capital for it whether by advances, loans, deposits, grants, contributions or otherwise (with or without security) or by taking further securities in it;

j to enter into contracts for the provision of services to fulfil the functions and objects of the Trust;

k to open and maintain a bank account and to decide who will be the signatories to that account;

l in relation to any share or other security that is part of the Trust Fund:

i exercise any voting, controlling or decision-making rights or powers attaching to it; and ii concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;

m to appoint, engage or employ any person or company for any period:

i as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed;

ii as manager or agent for or on behalf of the Trustees in all or any matters relating to the management and the control of the Trust, and any business owned by the Trustees or in which it is concerned; or

iii as an employee of the Trust in all or any matters relating to the Trust;

n to act upon any opinion or advice or information obtained from a person or entity referred to in paragraph 1.1m;

o to determine all questions and matters of doubt that may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust, or to apply for directions under section 66 of the Trustee Act 1965;

p to commence and carry on or defend, and to abandon or compromise any legal proceedings whatsoever by or against the Trust or its officers and otherwise concerning the affairs of the Trust;

q generally to do all such other lawful acts and things that are incidental or conducive to fulfilling the functions and objects of the Trust; and

r to pay from the Trust Fund all reasonable costs or expenses incurred in the course of the Trustees discharging, carrying out, or exercising any of their duties or powers.

Schedule 2: Proceedings of Trustees

1 Trustees to regulate meetings

1.1 The Trustees shall meet together for the dispatch of business, and may adjourn and otherwise regulate their meetings as they think fit.

2 Code of Conduct

2.1 The Trustees shall prepare a Code of Conduct to guide the behaviour of Trustees so as to avoid bringing the Trust into disrepute.

3 Notice of meeting

3.1 Notice to Trustees

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

3.2 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.

3.3 Waiver of notice

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

3.4 Meeting limited to notified business

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

4 Quorum

4.1 Five Trustees shall constitute a quorum at meetings of the Trustees.

5 Chairperson and Deputy Chairperson

5.1 Trustees to elect

At the first meeting of the Trustees and at each subsequent first meeting following a Trustees election (excluding any election required to fill a casual vacancy) the Trustees shall elect one of their number to be Chairperson and (at their discretion) one of their number to be Deputy Chairperson.

5.2 Termination of office

The Chairperson and Deputy Chairperson will each cease to hold office in the event that he or she resigns from that office, ceases to be a Trustee or is removed from that office by the Trustees 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 such position.

6 Proceedings at meetings

6.1 Decisions by majority vote

Unless stated otherwise in this Deed, any question arising at any meeting of the Trustees shall, in the first instance, be attempted to be resolved by consensus. Should consensus not be possible questions will be decided by a majority of votes of Trustees at the meeting.

6.2 Chairperson

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

6.3 Vacancies

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

6.4 Defects in appointment

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

7 Delegation by Trustees

7.1 Trustees may delegate

The Trustees may from time to time as they think expedient for carrying out any of the objects of the Trust delegate any one or more of their powers under this Deed to a sub-committee, Trustee, employee or other person. Any sub-committee established to exercise powers under this Deed, other than the Whakapapa Committee, must include at least one Trustee.

7.2 Trustees to remain responsible

Notwithstanding the delegation by the Trustees of any of their powers under clause 7.1 (Trustees may delegate) of this Schedule, the Trustees shall remain responsible for the exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:

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

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

7.3 **Regulation of procedure by sub-committees**

Subject to the provisions of this Deed, any sub-committee established by the Trustees may:

a with the prior approval of the Trustees, co-opt any person to be a member of that sub-committee; and

b otherwise regulate its meetings as it sees fit.

8 Written resolutions in lieu of meeting

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

9 Minutes

9.1 **Minutes to be kept**

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

9.2 **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.

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

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

10 Holding of meetings via electronic conferencing

10.1 For the purposes of this Deed the linking via telephone, video, or other means of electronic conferencing of a number of Trustees or sub-committee members who constitute a quorum shall be deemed to constitute a meeting of the Trustees or the sub-committee members (as the case may be) so long as the following conditions are met:

a all of the Trustees or committee members (as the case may be) for the time being entitled to receive notice of a meeting shall be entitled to notice of an electronic conference meeting and to be linked for the purposes of such a meeting;

b throughout the electronic conference meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;

c a participant in the electronic conference meeting may not leave the 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 electronic conference meeting unless he or she leaves the meeting with the Chairperson's express consent;

d a minute of the proceedings at the electronic conference 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; and

e all the provisions in this Deed relating to meetings shall apply to any such electronic conference meeting.

11 Form of contracts

11.1 Contracts by deed

Any contract which, if made between private persons, must be by deed shall if made by the Trust be in writing signed under the name of the Trust by any three Trustees, provided one is the Chairperson or Deputy Chairperson.

11.2 Other contracts

Any other contract shall, if made by the Trust, be in writing signed under the name of the Trust by a person acting with the express or implied authority of the Trustees.

11.3 Contracts pursuant to resolution

Notwithstanding anything to the contrary in this clause 11 (Form of Contracts) of this Schedule, no contract made by or on behalf of the Trust shall be invalid by reason only that it is not made in the manner provided by this clause if it was made pursuant to a resolution of the Trustees.

Schedule 3: Elections of Trustees

1 Eligibility for appointment

1.1 Trustee eligibility

To be elected, a nominee for appointment must:

a as at the closing date for nominations, be recorded in the Hapū Register as an Adult Registered Member; and

b not:

i be bankrupt, or have within five years been adjudged bankrupt;

ii have ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);

iii be or have been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;

iv be or ever have been removed as a trustee of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;

v be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;

vi be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988;

vii have been convicted in the last 10 years of an offence punishable by more than three years imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); and

viii have been removed as a Trustee under clause 6 (Removal of Trustee) of this Schedule 3 within the past three years.

2 Initial and subsequent Trustees

2.1 Initial Trustees

The parties to this Deed shall be the Initial Trustees of the Trust.

2.2 First Trustee elections

Following the establishment of the Trust, Trustee elections shall be held on the following basis in order to establish a rotational election process.

a An election shall be held prior to the first Annual General Meeting following the establishment of the Trust for three Trustee vacancies.

b A subsequent election shall be held within 12 months of the election referred to in clause 2.2a of this Schedule for two Trustee vacancies; and

c A further election shall be held within 12 months of the election referred to in clause 2.2b of this Schedule for two Trustee vacancies.

2.3 **Trustees retiring at the initial Trustee elections**

Three of the nine Initial Trustees shall retire at each election referred to in clause 2.2 (First Trustee elections) of this Schedule and be eligible, should they wish, for re-election at the relevant Trustee election. The Trustees retiring in accordance with this provision shall be determined by agreement of all of the Trustees or by lot if no agreement is reached.

2.4 **Subsequent Trustee elections**

Following the elections referred to in clause 2.2 (First Trustee elections) of this Schedule, elections shall continue to be held annually and shall occur prior to each Annual General Meeting.

3 Term of Office

3.1 **Term of office**

Subject to clause 2 (Initial and Subsequent Trustees) of this Schedule, the Trustees from time to time shall hold office for a term of three years.

3.2 **Eligibility of retiring Trustees**

Trustees retiring from office shall be eligible for reappointment.

3.3 **Casual vacancies**

Should:

a there be no person elected to replace a Trustee following the expiry of a Trustee's term of office; or

b any casual vacancy arise prior to the expiry of any Trustee's term of office,

then the Trustees may hold a further election in accordance with this Schedule or appoint any Adult Registered Member as Trustee to fill such vacant office until the next Annual General Meeting.

3.4 **Term of casual appointments**

In the case of an election held pursuant to clause 3.3 (Casual vacancies) of this Schedule the Trustee thereby elected shall, as the case may be, hold office:

a in the case of a Trustee elected pursuant to clause 3.3a (Casual vacancies) of this Schedule, for the same term as that Trustee would have been elected had he or she been elected immediately following the retirement of the previous Trustee, under clause 3.1 (Term of office) of this Schedule; or

b In the case of a Trustee elected pursuant to clause 3.3b (Casual vacancies) of this Schedule, for the balance of the term of office of the Trustee that he or she has replaced.

4 Making of nominations for election of Trustees

4.1 Calling for nominations

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

4.2 Timing for nominations

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

4.3 Form of notice

All notices given under this clause shall be:

a in writing and sent to each Adult Registered Member at the last physical or electronic address shown for each such Adult Registered Member on the Hapū Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. For the avoidance of doubt, each Member of the Hapū shall be responsible for ensuring his or her contact details are correct;

b advertised in any major national newspapers circulating in New Zealand and in any provincial newspapers circulating in Hawke's Bay;

c advertised by electronic or digital means including on the Trust's website; and

d by such other means as the Trustees may determine.

4.4 Nominations to be in writing

The nomination of a candidate for election as a Trustee shall be in writing on the form approved by the Trustees from time to time and signed by not less than five Adult Registered Members.

4.5 Consent of nominee

The consent of each candidate to his or her nomination, and their agreement to be bound by the Code of Conduct should they be elected, shall be endorsed on the nomination form, provided that a candidate may at any time, by notice to the Trust, withdraw his or her nomination.

4.6 Statement of skills and experience

Each candidate shall provide, no later than 15 Working Days following the date upon which the notice calling for nominations is first given, a brief summary of the skills and experience the candidate believes are relevant to support their election as a Trustee. The Trust shall make such information available to Members of the Hapū during the course of the election process.

5 Holding of elections

5.1 Mode of voting at elections

Voting at all elections shall be by way of postal ballot in accordance with Schedule 4 (Voting process).

5.2 Candidates with most votes elected

The successful candidates for election as Trustees shall be those candidates who receive the most validly cast votes from the Adult Registered Members.

5.3 No elections in certain circumstances

In the event that the number of nominees for the position of Trustees are equivalent to or less than the number of Trustee positions that are to be filled in a given election, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

6 Removal of Trustee

6.1 Suspension of Trustee

A Trustee may be suspended from office, and no longer be eligible to continue to exercise any powers under this Deed as a Trustee, should 75% of the remaining Trustees become concerned, on reasonable groups, that the actions of the Trustee have breached the Code of Conduct and in doing so have resulted in a material detriment to the Trust. Any such resolution, together with the reasons for the Trustees' concerns, must be set out in writing and signed by the Trustees passing the resolution.

6.2 Review of Suspension

Following the suspension of a Trustee in accordance with clause 6.1 (Suspension of Trustee) of this Schedule 3 the remaining Trustees shall, pursuant to clause 17.2 (Trustees may obtain opinion), promptly seek independent legal advice regarding the decision to suspend the Trustee. In doing so both the suspended Trustee, and the remaining Trustees, shall have the right to make a written submission setting out their views.

6.3 Removal of Trustee

Should the review of the decision to suspend a Trustee conclude that:

a the actions of the suspended Trustee have breached the Code of Conduct, and in doing so have resulted in a material detriment to the Trust, then the suspended Trustee shall be removed from office; or

b the actions of the suspended Trustee have not breached the Code of Conduct in a manner which has resulted in a material detriment to the Trust, then the suspension shall cease and the Trustee shall be entitled to exercise their powers under this Deed as a Trustee from the date that decision is notified to the Trustees.

6.4 Lifting of suspension

At any point during the suspension of a Trustee the remaining Trustees may resolve, by a 75% majority, to remove the suspension and re-instate a suspended Trustee. Should a suspended Trustee be re-instated under this clause, or as a result of clause 6.3b of this Schedule 3, there shall be no right of recourse or challenge in relation to the decision to suspend the Trustee and any decisions taking by the remaining Trustees during the period of the suspension shall not be invalidated as a result.

7 Termination of office of Trustees

7.1 Notwithstanding the foregoing clauses of this Schedule, a Trustee shall cease to hold office if he or she:

a at any time ceases to fulfil the requirements set out in clause 1 (Trustee eligibility) of this Schedule;

b retires from office by giving written notice to the Trust;

c completes his or her term of office and is not re-elected;

d refuses to act;

e is absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without the permission of the Trustees;

f is removed from office in accordance with clause 6 (Removal of Trustee) of this Schedule 3; or

g dies.

8 Record of changes of Trustees

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

Schedule 4: Voting process

1 Voting

1.1 Voting process required

A voting process conducted in accordance with this Schedule is required in relation to:

a the election of Trustees in accordance with Schedule 3 (Elections of Trustees);

b the approval of a Major Transaction in accordance with clause 3.5 (Major Transactions) of this Deed;

c the approval of amendments to this Deed in accordance with clause 20 (Amendments to the Deed) of this Deed; and

d the winding up Maungaharuru-Tangitū Trust in accordance with clause 24 (Winding up of the Trust) of this Deed; and

e any other matter as determined by the Trustees from time to time.

1.2 Method of voting

A voting process conducted in accordance with this Schedule must be conducted by postal vote either to a physical, electronic or digital address, as determined by the Trustees from time to time.

1.3 Eligibility to vote

Those eligible to vote in accordance with this Schedule are:

a those Adult Registered Members identified on the Hapū Register on the closing date for voting; and

b subject to clause 8.3b (Only one vote to be cast) of this Schedule, any other Member of the Hapū 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 the Hapū which complies with clause 4.2 (Application for registration) of this Deed.

1.4 Members limited to one vote

Each Adult Member of the Hapū will only be eligible to cast one vote per resolution in any given voting process.

2 Special General Meeting not required

2.1 A Special General Meeting may be called for the purposes of considering the matter subject to a voting process, or for announcing the outcome of a vote, but is not a requirement under this Schedule.

3 Notice

3.1 Any vote taken under this Schedule must be publicly notified not less than 20 Working Days before the date of the vote.

4 Method of giving notice

4.1 Notice of a vote shall be:

a in writing and sent to all Adult Registered Members at the last physical, or electronic address shown for each such Adult Registered Member on the Hapū Register. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. For the avoidance of doubt, each Member of the Hapū shall be responsible for ensuring his or her contact details are correct;

b advertised in any major national newspapers circulating in New Zealand and in any provincial newspapers circulating in Hawke's Bay;

c advertised by electronic means including on the Trust's website; and

d by such other means as the Trustees may determine.

5 Contents of notice to members

5.1 All notices given in accordance with clause 4.1a (Method of giving notice) of this Schedule shall contain:

a the date, time and place of any General Meeting called for the purposes of considering a the matters subject to the voting process;

b details of the matters subject to the voting process;

c the date voting closes;

d details of how and where any further information may be obtained;

e details of the procedure to be followed in casting a vote; and

f a voting form.

6 Contents of advertisement

6.1 All advertisements published in accordance with clauses 4.1b and 4.1c (Method of giving notice) shall contain at least the matters referred to in paragraphs 5.1a to 5.1d (Contents of notice to members) of this Schedule. Such advertisements may also contain other details as determined by the Trustees from time to time.

7 Voting

7.1 Other details to accompany vote

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

7.2 Timing of postal votes

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

8 Appointment of Chief Returning Officer

8.1 Appointment of Chief Returning Officer

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

8.2 Chief Returning Officer to receive voting forms

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

8.3 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 Registered Member per resolution; and

b where any provisional vote is cast pursuant to clause 1.3b (Eligibility to vote) 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 Hapū Register.

8.4 Recording of votes

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

9 Counting of votes

9.1 All votes to be counted

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

9.2 Certifying and notifying result

Once all votes have been counted:

a If the validity or otherwise of the provisional votes may affect the outcome of the voting process, the Chief Returning Officer must not certify the result until the validity of the provisional votes has been confirmed pursuant to clause 8.3b (Only one vote to be cast) 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, the Chief Returning Officer may certify the result notwithstanding that the validity of the provisional votes has not been confirmed pursuant to clause 8.3b (Only one vote to be cast) of this Schedule and the provisional votes have not been counted.

10 Retention of voting records

10.1 Compiling and sealing voting records

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

10.2 Retention and disposal of packets

The sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trust for a period of one year from the closing date for voting to which the packet relates. At the expiry of that one year period the packets shall be destroyed unopened.

Schedule 5: Establishment of Trust Entities

1 Requirements for Trust Entities

1.1 In establishing a Trust Entity the Trustees shall ensure that the constitutional documents of a Trust Entity provides that:

a the Trust Entity shall be governed by its respective board and the role of the Trustees in respect of each Trust Entity shall be limited to the exercise of the rights conferred on the Trust as shareholder or (as applicable) appointer;

b the Trustees shall have and retain the power to appoint and remove the directors, trustees or board members (as the case may be) of any Trust Entity;

c the Trustees shall determine the remuneration payable to any directors, trustees or board members of any Trust Entity;

d the shareholder, or (as applicable) appointer, must approve a major transaction including:

i the acquisition of, or an agreement to acquire, whether contingent or not, Property by the Trust Entity, the value of which is more than half of the value of the Trust Entity's assets before the acquisition;

ii the disposition of, or an agreement to dispose of, whether contingent or not, Property by the Trust Entity, the value of which is more than half of the value of the Trust Entity's assets before the disposition;

iii a transaction that has or is likely to have the effect of the Trust Entity acquiring rights or interests or incurring obligations or liabilities the value of which is more than half of the value of the Trust Entity's assets before the transaction;

iv the disposition of, or an agreement to dispose of, whether contingent or not, any Taonga Property by the Trust Entity, or the removal of the status of Taonga Property from any Property of the Trust Entity; or

v the Trust Entity's own approval of a transaction by another Trust Entity, where approval of that transaction is required by the constitutional documents of the other Trust Entity and the value of that transaction is more than half of the value of the Trust Entity's own assets before the transaction;

but would not apply to:

vi any transaction entered into by a receiver appointed pursuant to an instrument creating a charge over all, or substantially all, of the Trust Entity assets;

vii any disposition of Property or Taonga Property by the Trust Entity, to any other Trust Entity;

e the Trust Entity has the ability to recognise and protect Taonga Property which may be held by the Trust Entity, consistent with this Deed;

f any directors, trustees or Board members appointed by or at the direction of the Trust to any Trust Entity do not act in a manner which brings or is likely to bring the Hapū, the Trustees or any Trust Entity into disrepute;

g the Trust Entity:

i maintains a statement of intent setting out its long term objectives and the general principles by which it proposes to operate, which shall be updated as required by the Trustees 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;

ii prepares and maintains a five year strategic plan 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 sub-paragraph i of this clause;

iii prepares an annual plan setting out the steps to be taken in the relevant Financial Year to meet its five year strategic planning objectives and fulfil the objectives and principles set out in the statement of intent;

iv within two calendar months after the completion of the first, second and third quarter of each Financial Year sends to the Trustees a report 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 Trustees may require from time to time); and

v provides reports to the Trustees each Financial Year in such form and with such detail as required by the Trustees. Reports shall include a comparison of the performance of the Trust Entity against both the annual plan of the Trust and that Trust Entity for that Financial Year and any medium and longer term planning objectives (as set out in the five year strategic plans and statement of intent); and

h all statements of intent, five year strategic plans and annual plans must be approved by the Trustees. However, this shall not extend the Trustees to give directions beyond approving or not approving any plan or statement of intent or otherwise exercising their powers as shareholder or appointer, with the intention that directors, trustees or board members shall otherwise retain full discretion in respect of the implementation of the plans and statements of intent.

2 Other considerations

2.1 In establishing a Trust Entity the Trustees may also consider whether the constitutional documents of a Trust Entity should provide for:

a a requirement for the development of additional polices to be approved by the Trustees;

b a requirement as to the proportion or number of directors, trustees or board members who may also be Trustees;

c consistency between any General Meeting requirements for a Trust Entity and the General Meeting provision set out in this Deed;

d any restrictions or limits on the establishment of subsidiaries by a Trust Entity;

e requirements in relation to the particular skills and expertise required of a director, trustee or board member of the Trust Entity bearing in mind the activities that the relevant Trust Entity undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board of that Trust Entity;

f a conflict of interest clause consistent with that included in this Deed; and

g limits on the ability to amend the constitutional documents of any Trust Entity.

MAUNGAHARURU
TANGITŪ