

Post-Settlement Governance Entity

Post-Settlement Governance Entity

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KEY POINTS

- Read *Twenty Questions on Governance* in the Red Book (page 74), discuss them within the mandated body and agree on how to address the questions
- Begin discussions with Crown officials very early in the negotiations, at the same time start scoping the post-settlement governance entity
- Use the representation that suits your iwi tikanga – if your iwi has always been hapū-based, hapū are *probably* the best representation (rather than marae-based or another system). In other cases an iwi whānui system may be appropriate
- Obtain copies of governance entity constitutions similar to the options you are considering – no point wasting time and funds reinventing the wheel

Remember...

- The governance entity constitution sets out how representatives must behave – this document cannot be ratified then ignored
- Do you have a mandated iwi organisation (established under the Māori Fisheries Act 2004) in place?
 - can its function be combined with the post-settlement governance entity?
 - does your claimant group need (and can it afford) more than one Governance entity?
- You must present a proposal for your governance entity to the Crown. They must accept it before claimant group members can ratify it
- Keep claimant group members informed and consult them while developing the governance entity – they will then be more likely to ‘own’ it
- The governance entity must be ratified and established before settlement legislation is introduced to Parliament

Post-Settlement Governance Entity

INTRODUCTION

The purpose of a post-settlement governance entity is to hold and manage the settlement redress transferred to the claimant group under the Deed of Settlement. The Crown will not complete settlement until a single, overall governance entity has been legally established, and ratified by the claimant group.

This chapter:

- discusses the Crown requirements of governance entities
- details the key features of these entities, and
- looks at governance models the Crown does not support and explains why the Crown does not support them.

DEVELOPING A GOVERNANCE ENTITY

The sooner the mandated body begins to work on setting up a governance entity the better.

In the early stages of a settlement negotiation most effort is directed towards achieving the AiP then the Deed of Settlement. However, work on a governance entity and constitution options should start during the early stages of AiP negotiations. The mandated body will have to use its judgement to determine what effort goes where, and when.

Keeping claimants informed

Early in its planning the mandated body must agree when and how to share its preferred governance entity model or models with the claimant group. Withholding such essential information to the end of the settlement process risks claimant group dissatisfaction or even legal challenge.

Claimant group members are more likely to understand and accept the proposed governance entity if they have plenty of time to consider the options and give feedback to the mandated body. Early involvement increases the likelihood that the claimant group will buy-into and accept the final governance entity proposal.

Start investigating governance entity options about the time the Terms of Negotiation is signed. By then the communications strategy for keeping the claimant group up to date on negotiation progress should be in place. The mandated body could use the same communication channels to explain the governance entity options and get claimant group feedback.

Ratification of the governance entity is a separate process that occurs later (see Ratification chapter).

CROWN REQUIREMENTS

The Crown's key minimum requirements for a governance entity are set out in the Red Book (page 71). They include that the governance entity must:

- adequately represent all members of the claimant group
- have transparent decision-making procedures
- have transparent dispute resolution procedures
- be fully accountable to the whole claimant group
- ensure the beneficiaries of the settlement and the beneficiaries of the governance entity (the claimant group) are identical when settlement redress is transferred from the Crown, and
- be ratified by the claimant group.

Crown approval of proposed governance entity

Based on the first principles of representation, these are sound requirements to ensure a robust and sustainable governance entity. Whatever the final form of the governance entity, the Minister in Charge of Treaty of Waitangi Negotiations and the Minister of Māori Affairs are jointly responsible for approving it prior to claimant group ratification.

DEED OF SETTLEMENT – REQUIREMENTS – POST-SETTLEMENT GOVERNANCE ENTITIES

Key Crown requirements are typically restated in the Deed of Settlement. The Deed will provide that the Crown must be satisfied (and has notified the mandated body it is satisfied) the governance entity will:

- be appropriate to receive the settlement redress
- have a structure that provides for
 - claimant group representation
 - transparent decision-making processes
 - transparent dispute resolution processes
 - accountability to claimant group members, and
- have been ratified by the claimant group (by a process agreed in writing by the mandated body and the Crown) as appropriate to receive the redress provided under the Deed of Settlement.

Timeframe for establishing governance entity

The Deed of Settlement will set a time after the Deed is signed within which the claimant group needs to ratify and establish a governance entity. This varies between Deeds of Settlement but is usually between six and nine months. Settlement legislation will not be introduced into Parliament until a governance entity has been established.

If a mandated body has started work on its preferred governance entity, there should be no reason why it could not be ratified and established within six to eight weeks

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of signing the Deed of Settlement. An obvious benefit in an early introduction of settlement legislation is that it speeds up the overall settlement process.

Timeframe for ratifying a governance entity

The mandated body needs to consider if it wishes to ratify the Deed of Settlement and governance entity at the same time. This saves time and money. For further discussion, see the Ratification chapter.

CROWN PRINCIPLES

The Crown's requirements are underlined and explained in detail in 'Twenty Questions on governance' in the Red Book (page 74). Its key principles are:

- representation
- accountability, and
- transparency.

The mandated body must become familiar with the questions, and cover the detailed issues raised in the communication material it prepares and distributes prior to and during ratification. Office of Treaty Settlements and Te Puni Kōkiri officials will assess the governance entity against these criteria.

NEGOTIATIONS WITH THE CROWN ON A POST-SETTLEMENT GOVERNANCE ENTITY

In practical terms, to gain Crown acceptance of the proposed governance entity model the mandated body needs to start working with the Crown at an early stage of developing the governance entity model – do not leave this to the last minute. The mandated body should propose a governance entity work-stream to the Crown when the Terms of Negotiation is signed.

Crown's right of veto over governance entity

Mandated bodies may balk at the Crown's ability to veto a final governance entity model. However as its final sign off is so fundamental, it is counter-productive for a mandated body to try and thwart Crown participation in establishing the governance entity.

The Crown takes a keen interest in the establishment of governance entities and will want to actively discuss details of the proposal. Be prepared to set aside considerable time for discussion.

Major transactions clause

Some Crown requirements are more prescriptive than they used to be. For instance the Crown now require that all governance entities have a 'Major Transactions' clause. This means that any major transactions (transactions worth more than half the value of the governance entity's

assets) must now be formally considered and approved by the beneficiaries of the governance entity. This was not required in the Ngāi Tahu and Waikato-Tainui settlements.

Working with officials

It is important that the mandated body consults closely with Crown officials from Office of Treaty Settlements and Te Puni Kōkiri – much as they did with the Deed of Mandate – to establish the governance entity model. This can take time, so at the outset, agree specific deadlines with officials so all parties have a clear understanding of who is doing what and when.

ALTERNATIVE GOVERNANCE ENTITIES

In recent years there has been discussion and debate within Government about the suitability of existing entities governance entities for Māori.

Alternative governance models have been mooted including the proposals of the Law Commission (Law Commission (2006) Waka Umanga: a proposed law for Māori governance entities. Wellington) and Te Puni Kōkiri – Waka Umanga (Māori Corporations) Bill.

If the model becomes law, the mandated body will need to consider it when determining its own options for governance entities.

POST-SETTLEMENT GOVERNANCE ENTITY OPTIONS

In the past the Crown accepted a range of legal entities as post-settlement governance entities, including:

- common law trust
- statutory body
- Ahu Whenua Trust, under Te Ture Whenua Māori Land Act 1993
- charitable trust
- Whanau Trust, under Te Ture Whenua Māori Land Act 1993.

Table 1 below lists acceptable governance entities adopted at the time of settlement, by name, year, entity type and entity title. Note that Te Kauhanganui o Waikato was established post-settlement.

Post-Settlement Governance Entity

Settlement	Governance entity type	Governance entity title
Ngāti Mutunga (2005)	Common law trust	Te Runanga o Ngāti Mutunga
Te Arawa Lakes (2005)	Common law trust	Te Arawa Lakes Trust
Ngā Raurū (2003)	Common law trust	Te Kāhui o Raurū
Ngāti Tuwharetoa (Bay of Plenty) (2003)	Common law trust	Ngāti Tuwharetoa (Bay of Plenty) Settlement Trust
Ngāti Awa (2003)	Statutory body	Te Rūnanga o Ngāti Awa
Ngāti Tama (2001)	Common law trust	Te Rūnanga o Ngāti Tama
Ngāti Ruanui (2001)	Common law trust	Te Rūnanga o Ngāti Ruanui Trust
Te Uri o Hau (2000)	Common law trust	Te Uri o Hau Settlement Trust
Pouakani (1999)	Common law trust	Te Pūtahitanga o Ngā Ara Trust
Ngāi Tahu (1997)	Statutory body	Te Rūnanga o Ngāi Tahu
Waikato-Tainui (1995)	Incorporated Society/Charitable Trust	Te Kauhanganui o Waikato Incorporated
Ngāti Rangiteaorere (1993)	Whenua Topu Trust	Te Ngae Farm Trust
Ngāti Whakaue (1993)	Ahu whenua Trust	Pukeroa-Oruawhata Trust

Table 11.1: Governance entities by name, entity type and entity title

Under current Crown policy not all the above entities are now suitable. The most common form of entity, a common law trust is the most acceptable to the Crown. However, the mandated body should not feel constrained by this and may wish to investigate other entity models such as cooperative companies or statutory bodies.

In two instances the Crown accepted statutory bodies as post-settlement governance entities.

Te Rūnanga o Ngāi Tahu and Te Rūnanga o Ngāti Awa were established by their own Acts of Parliament which also effected the replacement of a prior Māori (statutory) Trust Board. In both cases the mandated bodies sought to establish their entity by private legislation. This option is costly and complex and not favoured by the Crown.

Further entity types not favoured by the Crown are discussed in page 11–8 of this chapter.

STRUCTURAL FEATURES OF PREFERRED POST-SETTLEMENT ENTITIES

The Crown's governance entity requirements are limited to setting out certain key principles rather than the detailed rules under which it is desirable for a governance entity to operate.

Nevertheless, there are a number of legal, commercial and structural features the mandated body should consider incorporating into its governance entity.

A range of features and clauses used in past settlements which trustees have found of great assistance are presented here to help those claimant groups who have yet to consider and establish their post-settlement governance entity.

COMMON CLAUSES IN POST-SETTLEMENT GOVERNANCE ENTITIES

Schedule 1, Table 1 (Appendix 1 to this chapter) presents examples of common clauses from a range of recent post-settlement governance entities: Te Arawa Lakes, Ngāti Mutunga, Ngāti Ruanui and Ngāti Awa.

The first column details the purpose, the next four columns name the four entities, and the final column is a 'standard clause' column. All examples were accepted by the Crown and vetted by the mandated bodies and their advisors.

The document for Te Arawa Lakes, Ngāti Mutunga, and Ngāti Awa are similar but Ngāti Ruanui has marked differences. The Ngāti Ruanui document has not been used for any template clauses.

In the template clause column:

- a blank '[...]' shows where the clause refers to clauses in the document, or
- an 'x' shows where numbers (for example, days of notice, number of trustees etc) are required.

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Schedule 1, Table 2, examines and notes the differences between Schedules for three governance entity documents: Te Arawa Lakes, Ngāti Mutunga, and Ngāti Awa (see Appendix 1).

The next four schedules, 2, 3, 4, 5 (see Appendices 2–5) set out rules a governance entity must establish for:

- Membership of Claimant Group and Claimant Group Register (Schedule Two)
- Elections of Trustees (Schedule Three)
- Proceedings of Trustees (Schedule Four)
- Procedure for passing Special Resolution (Schedule Five).

Other factors and features for a mandated body to consider when designing its preferred settlement entity briefly discussed below include: the Māori Fisheries Act 2004, Group trusts, Kaumātua committees, Five year plans, Separation of key functions, Custodian/nominee trustee, and Post-governance entity review.

Māori Fisheries Act

The Māori Fisheries Act 2004 sets out criteria with which iwi must comply before an entity (Mandated Iwi Organisation) will be recognised by Te Ohu Kai Moana to receive Māori fisheries assets.

If a Mandated Iwi Organisation has not been established the mandated body should consider whether the kaupapa required in the constitution of a Mandated Iwi Organisation can be carried through to the post-settlement governance entity.

The united ownership and management of both Treaty Settlement assets and Fisheries assets would appear to be in the best interests of the claimant group. Even if a Mandated Iwi Organisation is already in existence, there may be ways to amalgamate the activities and/or operations of both entities to provide more efficiencies for the claimant group.

Group trusts

One feature common to the Ngāti Mutunga and Ngāti Awa documents is the establishment of the Group Development Trust and an Investment Trust. Establishing these trusts and appointing trustees for both are dealt with under clauses 6–7 of both documents.

Kaumātua committees

All four governance entities provide for kaumātua committees to be established to provide non-binding advice to the elected trustees.

Five-year plans

The Te Arawa Lakes, Ngāti Mutunga, and Ngāti Awa documents all provide for annual and five year plans to be prepared and approved even though this is not a Crown requirement. There is a similar provision in the Ngāti Ruanui governance entity document.

Separation of key functions

All four governance entity examples provide for the establishment of separate companies to administer assets on behalf of the claimant group. There are clear provisions separating the management of these companies from the governance of the parent governance entity, including:

‘... all companies (including The Company) and other entities within the Group shall be governed by their respective boards and the role of the governance entity in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the governance entity as shareholder, or (as applicable) appointer, and beneficiary of the relevant entity.’

The importance of this separation clause for the future performance of the governance entity cannot be overstated. Unfortunately it is very tempting for trustees, once the governance entities are established, to interfere in the day-to-day operations of their companies. This is one of the highest risks that a board needs to manage. The provision for separating management and governance will mitigate this risk.

Custodian/nominee trustee

The Te Arawa Lakes, Ngāti Mutunga, and Ngāti Awa governance entity rules provide for a custodian or nominee trustee. This clause overcomes problems of multiple trustee ownership of governance entity assets. It allows for a more efficient form of asset holding and will reduce transfer costs and associated risks when trustee elections occur.

Post-settlement governance entity review

The Te Arawa Lakes and Ngāti Awa documents provide for a review of the governance entity after a defined time. This is an important clause. It provides for a formal review of the performance of the governance entity and the opportunity to address issues and problems in an open and transparent manner.

MODELS NOT SUPPORTED BY THE CROWN

There is a range of governance entities the Crown does not support to receive the settlement assets.

Māori Trust Boards

The key reasons for the Crown not finding Māori Trust

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Boards acceptable as governance entities are that:

- accountability (dual) is to the Minister of Māori Affairs as well as to members of the claimant group
- beneficiaries of a Māori Trust Board do not have a beneficial interest in or a right to use or benefit from any property of a Māori Trust Board.

Before a Māori Trust Board can meet Crown criteria for a governance entity, amendments to sections of the Māori Trust Boards Act 1955 would be required to align Trust Board accountability mechanisms with the accountability requirements of the claimant group.

Claimants may be reluctant to support this owing to historical associations of Māori Trust Boards with the Crown, and doing so will require costly, time consuming private legislation. In any event, the Trust Board may have more assets than the settlement package will contribute, so unbundling the board may be complicated and unwarranted.

However, there may be scope for a Māori Trust Board or its assets to be part of an overall governance entity structure.

For example, the Te Arawa Lakes Settlement Act 2006 provides for both a winding up of the Arawa Māori Trust Board and a tax neutral transfer of the existing assets and liabilities of the Trust Board into the governance entity, the Te Arawa Lakes Trust. This reflected the claimant group's recognition that there was no economic, cultural or political sense in having two separate bodies. The action was taken after careful and detailed consideration of all relevant issues.

Statutory body post-governance entity

Te Rūnanga o Ngāi Tahu is Ngāi Tahu's post-settlement governance entity, established by its own Act of Parliament, Te Rūnanga o Ngāi Tahu Act 1996. Te Rūnanga o Ngāi Tahu was established *before* a Deed of Settlement was initialled and ratified, and was in place and used as the mandated body in the substantive settlement negotiations.

Te Rūnanga o Ngāti Awa was established by Te Rūnanga o Ngāti Awa Act 2005 as a body corporate or statutory body. This legislation was passed and was contemporaneous with but separate from, the Te Rūnanga o Ngāti Awa Settlement Act 2005.

In both cases the mandated bodies sought the establishment of their entity by way of private legislation.

The Crown will not agree to the settlement legislation

being used to establish a statutory body governance entity even if that is the wish of the mandated body. Using settlement legislation would mean suspending Standing Orders in the House. If a mandated body requires a statutory body governance entity they have to initiate that via private legislation. This adds significant time and cost to the settlement process.

The main complications with promulgating statutory bodies as governance entities through the House are:

- it requires a Member of Parliament to sponsor the proposed private bill
- Parliament must be convinced that there is no other way of achieving the aims of the legislation within existing legislation
- If subsequent changes are needed to the private legislation the claimant group will have to persuade Parliament to make those amendments
- select committee examination and possible recommendations for change
- the timetable for private bills is not within government or claimant group control. (This may lead to a delay in settlement since settlement legislation is not introduced until the governance entity is established.)
- potential cost of drafting, managing and professional advice, and
- public scrutiny.

Statutory body remains preferred option

If a statutory body remained the preferred option for the mandated body, the claimant group would need to drive this very early in the process. This may mean that the statutory body is already in place early in the negotiations process, for example, as for Ngāi Tahu. There are significant timing issues associated with that option.

Charitable trusts

The Crown does not consider charitable trusts a suitable post-settlement governance entity because:

- it may be difficult to meet the public benefit test where beneficiaries are pre-determined by whakapapa or contractual relationship
- it requires a charitable purpose
- it cannot distribute funds to members for non-charitable purposes
- individual entitlements are excluded unless consistent with a charitable purpose, and
- the Attorney-General has a statutory role in enforcing the charitable functions of the trust.

Some governance entities have investigated amending their constitution to become a charitable trust for tax purposes. It is not known if they have completed the process.

Appendix 1

Post-Settlement Governance Entity

SCHEDULE 1 – POST-SETTLEMENT GOVERNANCE ENTITY

Table 1: Common post-settlement governance entity clauses – four examples

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard clause
Trust established	2.1	2.1	2.1	2.1	[Note: These 'standard clauses' are examples only and do not purport to be Crown policy] The trustees acknowledge that they hold the Governance Entity assets upon the trusts and with the powers set out in the Trust Deed.
Trust representative	2.2	2.2	2.2	2.2	The Governance Entity shall be the representative for [the claimant group] for [specified matters dependant upon the Deed of Settlement].
Powers of trust	2.3	2.2, 5.1	2.3		The trustees on behalf of the Governance Entity shall be capable of holding real and personal property, of suing and being sued, and shall have all of the rights, powers and privileges of a natural person with the intention that they shall, in their capacity as trustees, have the fullest powers necessary to do all such things that they consider necessary in their sole discretion to perform or otherwise carry out the Governance Entity purposes.
Objects and purpose of trust	2.4	3	2.4, 4	2.2	
Restrictions on major transactions	2.5	2.5	2.5	2.5	Notwithstanding [powers of Governance Entity] the Governance Entity and any entity which is a member of [the claimant group] must not enter into a Major Transaction unless that Major Transaction: (a) is approved by way of Special Resolution in accordance with [...]; (b) Is contingent upon approval by way of Special Resolution.
Appointments, Powers and Meetings of trustees	3		3	3	Appointment in accordance with Second Schedule: The trustees from time to time of the Trust shall be appointed to office in accordance with the rules set out in the Trust Deed. Trustees to control Trust affairs: Subject to any requirements imposed by this Trust Deed, the Deed of Settlement and the Settlement Act the trustees shall control and supervise the business and affairs in such a manner as they, in their sole discretion see fit. Proceedings of Trustees: Except as otherwise provided in the Trust Deed the proceedings and other affairs shall be conducted in accordance with the rules set out in the Trust Deed.

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Kaumātua committee	4 [Ngā Kōeke o Te Arawa]	8 [Kaunihera Kau-mātua o Ngāti Ruanui]	4 [Te Kāhui Kaumātua]	4 [Te Kāhui Kaumātua and Te Whaka-ruruhau]	<p>Appointment of [Kaumātua committee]: The Governance Entity may appoint from time to time a Kaumātua committee on such terms of appointment, and subject to such rules, regulations, meeting procedures and processes, as may be prescribed by the Governance Entity from time to time. The Governance Entity shall when making appointments take into consideration the desirability of the Kaumātua committee being broadly representative of [the claimant group].</p> <p>Role of Kaumātua committee: The Kaumātua committee will on request from the Governance Entity be responsible for advising the Governance Entity on matters relating to the tikanga, reo, kawa, kōrero and whakapapa of [the claimant group] provided that nothing in this Trust Deed shall be deemed or construed so as to make the seeking or following of advice obtained from the Kaumātua committee binding upon the Governance Entity.</p> <p>Trustees not to be Members: For the avoidance of doubt, a Trustee may not contemporaneously with his or her holding office as Trustee be appointed to or remain part of the Kaumātua committee.</p>
General manager and other employees	5		5	5	<p>Governance Entity to appoint General Manager: The Governance Entity shall appoint a General Manager to manage the day to day administration of the Governance Entity including without limitation the implementation of the Governance Entity's planning, reporting and monitoring obligations.</p> <p>Delegations to General Manager: The General Manager shall be responsible for the employment of all other employees of the Governance Entity and shall exercise such other powers and discretions as are delegated to him or her by the Governance Entity from time to time.</p>
Trustees not to be employed	5.3	2.2-2.3 [Certain employees prohibited from holding office; Tumuaki or Deputy Tumuaki may be Director]	5.3	5.3	<p>Trustees not to be employed: A Trustee may not hold the position of General Manager nor may a Trustee be an employee of the Governance Entity.</p>

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Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Establishment of company	6 [TAML]	Schedule 5 [NRMG Group]	6	6	<p>Establishment of Company and Trusts: In receiving, controlling, and supervising the use of the Governance Entity's Assets on behalf of the claimant group, whether pursuant to the Deed of Settlement, the Settlement Act or otherwise, the Governance Entity shall establish and oversee the operations of The Company, [the Group Development Trust and the Investment Trust].</p> <p>[Control of Trusts: The Governance Entity shall have and retain the power to appoint and remove the trustees of the Group Development Trust and the Investment Trust.]</p> <p>The Company: The Company, once established, shall as its objective and sole purpose manage those of the Governance Entity's Assets that are of a commercial nature, which the Company shall manage on a prudent, commercial and profitable basis and in doing so shall conduct or otherwise undertake all Commercial Activities of the [Claimant Group] Group, either itself or through any subsidiary established for that purpose, on behalf of and solely for the benefit of the Governance Entity in the furtherance of the Governance Entity's Purposes.</p> <p>Remuneration of directors and trustees: The Governance Entity shall determine the remuneration payable to any:</p> <ul style="list-style-type: none"> (a) director of The Company; [(b) trustee of the Group Development Trust; (c) trustee of the Investment Trust;] and (d) trustee or director of any other member of the [Claimant Group] Group. <p>No influence in determining remuneration: No Trustee receiving any remuneration referred to shall take part in any deliberations or proceedings relating to the payment or otherwise of that remuneration nor shall the Trustee in any way determine or materially influence directly or indirectly the nature or amount of that payment or the circumstances in which it is to be paid.</p>
PSGE to have 100% ownership of company	6.2	5-4	6.2	6.2	<p>Ownership and Control of the Company: The Company shall be 100% owned and controlled by the Governance Entity.</p>

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Trust to monitor	6.4	Schedule 5, 2.3	6.7	6.6	Governance Entity to monitor: In giving effect to the Governance Entity's Purposes the Governance Entity shall be responsible for monitoring and otherwise overseeing the activities of the Company, [the Group Development Trust and the Investment Trust]. The Governance Entity shall not conduct or otherwise undertake Commercial Activities, [Investment Activities or, in competition with the Group Development Trust, Group Development Activities]. The Governance Entity shall also exercise its ownership or other rights and interests in the Company [the Group Development Trust, the Investment Trust] in such a way as to promote the performance by the Company, [the Group Development Trust and the Investment Trust] of their respective objectives and respective sole purposes as set out in this Charter.
Assets held for claimant group	6.5	2.1	6.8	6.7	Assets held for [the Claimant Group]: All assets held and income derived by any member of the claimant group, including without limitation ... shall be held and derived for and on behalf of the Governance Entity.
Directors responsible for governance	6.6	11*	6.9	6.8	Directors responsible for governance: For the avoidance of doubt, and except as expressly provided by this Charter, all companies (including The Company) and other entities within the Group shall be governed by their respective boards and the role of the Governance Entity in respect of those companies and other entities shall be limited to the exercise of the rights conferred on the Governance Entity as shareholder, or (as applicable) appointor, and beneficiary of the relevant entity.
Appointment of Directors, Trustees	7	Schedule 5, 2	7	7	Appointment and removal of directors and trustees: The directors of The Company [and the trustees of the Group Development Trust and Investment Trust] shall be appointed and removed by the Governance Entity. Directors of the Company: There shall be not more than five (5) and not less than three (3) directors of the Company. A majority of the directors of the Company, must be Members of [the claimant group], although such directors need not be Trustees.
Appointments with regard to skills and expertise	7.3	Schedule 5, 2.1*	7.5	7.4	Appointments with regard to skills and expertise: A director of The Company [and trustee of the Group Development Trust and Investment Trust] shall only be appointed if that person has the particular skills and expertise that are required of a member of the board to which the appointment relates and bearing in mind the activities that The Company, [the Group Development Trust or the Investment Trust] undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the relevant board.

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Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Rotation of directors	7.4		7.6	7.5	Rotation of directors of The Company: x directors of The Company shall retire from office as at the date chosen for the annual general meeting of The Company in each year. The directors to retire shall be those who have been longest in office since their last appointment. However, in the case of directors who were last appointed on the same day, those to retire will be determined by agreement between those directors or, if agreement cannot be reached, by lot. Retiring directors will be eligible for reappointment.
Application of income: remit funds to trust	8.1		8.1	8.1	Company to remit funds to the Governance Entity: The Company shall in each Income Year remit to the Governance Entity so much of the surplus income derived by The Company on behalf of the Governance Entity as is agreed between The Company and the Governance Entity having regard to: (a) the Company's objective and sole purpose in clause [...] of this Charter and the desirability of retaining and reinvesting income to meet that objective and purpose; (b) the projected operating requirements of The Company and its subsidiaries as set out in their plans; and (c) the responsibilities and duties of the directors of The Company to comply with the requirements of the Companies Act 1993.
Trustees may apply income as they see fit	8.3	5.7, 5.9, 5.10	8.4	8.3	Trustees may apply income as they see fit: Except as required by [...], and subject to any other requirements in this Charter, the Governance Entity may provide for the payment, application or appropriation, or decide to pay, apply or appropriate as much of the available income (including any funds remitted from the Company) in any Income Year as the Governance Entity in its sole discretion thinks fit for or towards the Governance Entity's Purposes.
Payments out of income	8.4	5.7, 5.9, 5.10	8.5	8.4	Payments out of income: The Governance Entity may in making any decisions about the application of income in any Income Year, decide to have set aside, deducted from, or paid out of income such amounts as the Governance Entity in its discretion from time to time thinks fit, including: (a) as a reserve against losses and contingencies, and the Governance Entity may write off losses from time to time or resort to any reserve fund in mitigation of losses or for any other purpose; or (b) as a reserve to meet fluctuations of income in future years and other contingencies.

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard clause
Matters to consider in applying income	8.5	5.10 [Hapū representatives have absolute discretion]	8.6	8.5	<p>Matters to consider in applying income: In making any decision as to the application of the income in any Income Year, the governance entity shall, in exercising its discretion:</p> <p>(a) determine how much of the income should cease to be income and be added to and form part of the capital of the governance entity's assets, provided that the governance entity may not in the Income Year convert the entire income of the governance entity into capital;</p> <p>(b) endeavour to act fairly in considering the present and future needs and interests of all Members of the group.</p>
Accumulation in six months where income not applied	8.6	5.8	8.7		<p>Any income from any Income Year that is not paid or applied in accordance with [this clause] during or within the six months from the end of that Income Year shall be accumulated and any income so accumulated shall be added to and form part of the capital of the governance entity's Assets and shall be subject to the trusts and powers herein declared in respect of the capital of the Governance Entity's Assets.</p>
Trust to prepare annual and five year plans	9		9	9	<p>Governance entity to prepare annual plan: The governance entity shall prepare no later than one month before the commencement of each Income Year an annual plan which specifies in respect of that Income Year the following information:</p> <p>(a) the strategic vision of the governance entity for the group;</p> <p>(b) the nature and scope of the activities proposed by the governance entity for the group in the performance of the governance entity's purposes;</p> <p>(c) the ratio of capital to total assets;</p> <p>(d) the performance targets and measurements by which performance of the group may be judged;</p> <p>(e) the manner in which it is proposed that projected income will be dealt with; and</p> <p>(f) any proposals for the ongoing management of the governance entity's assets having regard to the interests of all Members of the group.</p> <p>PSGE to prepare five year plan: The governance entity shall also produce within 12 months following the execution of this Charter, and update not less than every two years, a five year plan. Such a plan shall set out the longer term vision of the governance entity in respect of the matters referred to in clause [...] and shall include a statement by the governance entity of the commercial, management and distribution policies that the governance entity intends to follow in respect of the governance entity Assets.</p>

Post-Settlement Governance Entity

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Annual reports, accounts and auditor	10	16*	10	10	<p>Preparation of annual report: The governance entity must, within four months after the end of each Income Year, cause to be prepared an annual report on the affairs of the Group covering the accounting period ending at the end of that Income Year which includes a comparison of performance against Annual Plan, and Consolidated Financial Statements including a balance sheet and income and expenditure statement and notes to those documents so as to give a true and fair view of the financial affairs of the Group for that Income 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 (including without limitation any such payment to any Trustee as a director of the Company, [as a trustee of the Group Development Trust, or the Investment Trust,] or as a director or trustee of any other member of the Group) and details of any premiums paid in respect of Trustees' indemnity insurance.</p> <p>Audit of financial statements: The governance entity must also ensure that the Consolidated Financial Statements for each Income Year are audited by a chartered accountant in public practice prior to the date for giving notice of the annual general meeting of the governance entity for the Income Year immediately following the Income Year to which the financial statements relate.</p> <p>Appointment of auditor: The auditor shall be appointed by the governance entity prior to the end of the Income Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the governance entity (including any firm of which such a person is a member or employee) may be appointed as the auditor.</p>
Company plans and reports	11	Schedule 5, 2.5	11	11	<p>Group entities to prepare Plans and Statements of Intent: The governance entity shall procure that each of the Company, [the Group Development Trust and the Investment Trust] will: (a) within 2 months of the Settlement Date prepare a Statement of Intent setting out its long term objectives and the general principles by which it proposes to operate;</p> <p>(b) as required by the governance entity update the Statement of Intent to take into account changes in circumstances that may arise from time to time, including without limitation changes to the nature of its business and the business of any of its subsidiaries; (c) no later than 6 months following the Settlement Date prepare a 5 year plan, which shall be updated not less than every 2 years, and which sets out its medium term vision and the specific steps that it proposes to take during that period to fulfil the objectives and principles set out in the Statement of Intent referred to in paragraph (a) of this clause; (d) no later than 2 months following the completion of the 5 year plan referred to in paragraph (c) of this clause, and thereafter no later than 2 months before the commencement of each Income Year, prepare an annual plan setting out the steps to be taken in the relevant Income Year to meet its 5 year planning objectives and fulfil the objectives and principles of the Statement of Intent; (e) in addition to any normal reporting requirements, within 2 calendar months after the completion of the first, second and third quarter of each Income Year send to the governance entity reports on its operations and financial position together with an unaudited summary of financial results as at the end of that period (such reports to be in such form as the governance entity may require from time to time).</p>

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Trust approval required	11.2		11.2	11.2	Governance entity approval required: Prior to being implemented all Statements of Intent, five year plans and annual plans must be approved by the governance entity. Such approval shall be given in light of the governance entity's overall plans and policies in respect of the governance entity's Assets and the [Claimant Group] Group, and having regard to the specific roles of the Company, [the Group Development Trust, and the Investment Trust] as set out in clause [...]. However, nothing in this clause shall allow the governance entity to give directions beyond approving or not approving any plan or Statement of Intent or otherwise exercising its powers as shareholder, appointor or beneficiary, with the intention that the directors of the Company, [the trustees of the Group Development Trust, or the trustees of the Investment Trust,] shall otherwise retain full discretion in respect of the implementation of the plans and Statements of Intent.
Reports to comply with Companies Act 1993	11.3	16.2*	11.3	11.3	Reports by The Company to comply with Companies Act 1993: The governance entity shall procure that all annual reports by the Company comply in all respects with the requirements of the Companies Act 1993, including without limitation: (a) the description required by section 211(1)(a) of the Companies Act 1993 of the nature of the business of the Company or any of its subsidiaries, or the classes of business in which the Company has an interest, whether as a shareholder of another company or otherwise; (b) the financial statements (or as appropriate group financial statements) for that Income Year completed and signed in accordance with the Financial Reporting Act 1993; (c) the auditor's report of the financial statements (or group financial statements) of the Company for that Income Year; but excluding the information required by section 211(1)(g) of the Companies Act 1993 where the PSGE so decides pursuant to clause [...].
Report to include comparison against plans	11.4		11.5	11.5	Report to include comparison against plans: In addition to the matters set out in clause [...], the governance entity shall procure that all reports by the Company, [the Group Development Trust and the Investment Trust] include a comparison of their performance against both their respective annual plans for that Income Year and their medium and longer term planning objectives (as set out in the 5 year plans and Statement of Intent).
Protection of sensitive information	11.5	13.8	11.6	11.6	Protection of Sensitive Information: For the avoidance of doubt, nothing in this clause [...] limits or affects the rights of the governance entity, as shareholder in the Company, to agree pursuant to section 211(3) of the Companies Act 1993 not to include information in the annual report of the Company where the governance entity considers on reasonable grounds that the information is commercially or otherwise sensitive.

Post-Settlement Governance Entity

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Disclosure of plans, reports and minutes	12		12	12	<p>Documents to be available for inspection: The governance entity shall hold at its offices and make available for inspection by any Member of the claimant group during normal business hours on any Business Day:</p> <ul style="list-style-type: none"> (a) the Annual Report for each of the preceding three Income Years; (b) the Consolidated Financial Statements for the preceding three Income Years; (c) the Annual Plan; and (d) the Five Year Plan; (e) the Statements of Intent; (f) the minute book kept in accordance with clause [...] of all decisions taken and business transacted at every annual general meeting and special general meetings; and (g) their own personal details on the Register. <p>Costs of copying: Any Member of the claimant group shall be entitled to obtain copies of this information. However the governance entity shall also be entitled to recover at its discretion all reasonable copying or postage costs (if any).</p>
No disclosure of sensitive information	13	17.4*	13	13	<p>For the avoidance of doubt, but subject to the governance entity's reporting obligations in clauses [...], the governance entity may at its sole discretion limit disclosure of any information about the activities or proposed activities of the governance entity and the [Claimant Group] Group which the governance entity considers on reasonable grounds to be commercially or otherwise sensitive.</p>
Trust to hold AGM	14.1	Schedule 4, 1.2*	14.1	14.1	<p>Governance entity to hold annual general meeting: The governance entity shall, no later than six calendar months after the end of each Income Year, and in any event no more than 15 months after the date of the last annual general meeting of the governance entity, hold a general meeting for the Members of Claimant Group, to be called its annual general meeting, and shall at that meeting:</p> <ul style="list-style-type: none"> (a) report on the operations of the [Claimant Group] Group during the preceding Income Year; (b) present the Annual Report and duly audited Consolidated Financial Statements; (c) present the proposed Annual Plan; (d) announce the names of all newly appointed Trustees; (e) approve the appointment of the auditor for the next Income Year; (f) approve the Trustees' remuneration; (g) undertake all other notified business; and (h) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Approval of trustees' remuneration	14.2	10.8*	14.2	14.2	Approval of Trustees' remuneration: No remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Members of the Claimant Group present at the annual general meeting. Each such resolution will express the remuneration to be paid to the Trustees as a monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee. This clause does not apply to any remuneration paid to any Trustee in his or her capacity as a director of the Company, [a trustee of the Group Development Trust, a trustee of the Investment Trust,] or a director or trustee of any other member of the [Claimant Group] Group and that remuneration shall be determined by the Governance Entity pursuant to clauses [...].
Notice of AGM	14.3 [15 working days]	Schedule 4, 1.4 [20 working days]	14.3 [21 days]	14.3 [21 days]	Notice of general meetings: The Governance Entity shall give not less than twenty-one (21) days notice of the holding of the annual general meeting, such notice to be posted to all Adult Members of the claimant group at the last address shown for each such Adult Member of the claimant group on the Claimant Group Register. Notice of the meeting shall also be inserted prominently in appropriate major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Governance Entity considers that a significant number of Members of the claimant group reside. All such notices shall contain: (a) the date, time and place of the meeting; (b) an agenda of matters to be discussed at the meeting; and (c) details of where copies of any information to be laid before the meeting may be inspected.
Requirements for special meetings	14.4 [written approval of chair and deputy majority of trustees; or 10% adult Members of Te Arawa]	Schedule 5, 6.1 [written approval tumuaki or deputy tumuaki; or not less than 40% hapū representatives; or not less than 10% registered beneficiaries]	14.4 [written approval chair and deputy chair; or 3 trustees; or 10% registered beneficiaries]	14.4 [written approval of chair and deputy chair; or 5 representatives; or 10% registered beneficiaries "provided that those Adult Members are registered with not less than 5 Hapū"]	Notice of special meetings: In addition to the annual general meeting of the Governance Entity, the Governance Entity shall convene a special general meeting of the Governance Entity on the requisition of: (a) the Chairperson and Deputy Chairperson for the time being of the Governance Entity; or (b) any three (3) Trustees; or (c) ten percent (%) of Adult Members of claimant group. Notice of such a meeting shall be given in the same manner as for a notice of the annual general meeting and those requisitioning the meeting shall be required to provide a statement to the Governance Entity setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting. The Governance Entity shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

Post-Settlement Governance Entity

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Invalidation, Deficiency of notice	14.7, 14.8	Schedule 4, 7.6	14.7, 14.8	14.7, 14.8	<p>Invalidation: The accidental omission to give notice to, or a failure to receive notice of an annual or special general meetings by a Member of the Claimant Group does not invalidate the proceedings at that meeting.</p> <p>Deficiency of notice: Subject to clause 14.6, a deficiency or irregularity in a notice of any special or general meeting will not invalidate anything done at the meeting if:</p> <p>(a) the deficiency or irregularity is not material; and</p> <p>(b) the Adult Members of the Claimant Group who attend the meeting agree to waive the deficiency or irregularity.</p>
Quorum	14.9 [50 in person, special or general]	Schedule 4, 8 [for special resolutions 75% hapū representatives in person or by proxy; for ordinary resolutions 50%]	14.9 [50 in person]	14.9 [70 registered with not less than 75% of the number of Hapū including amongst those Adult members no less than twelve (12) represent-atives”]	<p>Quorum: The quorum required for any annual or special general meeting of the Governance Entity shall be fifty (50) Adult Members of the Claimant Group present in person.</p>
Chairing	14.10	Schedule 4, 8.5-8.6	14.10	14.10	<p>Chairing of meetings:</p> <p>The Chairperson for the time being of the Governance Entity will be the chairperson of any annual or special general meeting and will preside over and have control over the meeting. If the Chairperson is not present at the time appointed for holding a meeting, then the Deputy Chairperson shall be the chair. If the Deputy Chairperson is also not present, then the Trustees present shall elect one of their number to substitute as the chairperson for that meeting.</p>
Voting	14.11	Schedule 4, 8.7-8.10	14.11	14.11	<p>Voting: To the extent that a vote is sought or required at any annual or special general meeting, every Adult Member of the Claimant Group present shall have one vote. Voting may be by voice or on a show of hands. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote. However, except as provided in clauses [...] and in the [...] Schedule the Governance Entity shall not be bound by a resolution passed at any annual or special general meeting, but will only be required to give consideration to any such resolution in administering the Governance Entity’s Assets and carrying out the Governance Entity’s Purposes.</p>

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
AGM not limited to notified business, special meeting limited to notified business	14.5, 14.6		14.5, 14.6	14.5, 14.6	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. Special Meeting limited to notified business: No business shall be transacted at any special general meeting other than the business expressly referred to in the notice calling that meeting.
Adjourned meetings	14.12	Schedule 4, 8.4	14.12	14.12	Adjourned meetings: If within one hour of the time appointed for an annual or special general meeting, a quorum is not present, the meeting will stand adjourned to be reconvened 7 days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Members of the Claimant Group present will constitute a quorum.
Unruly meetings	14.13		14.13	14.13	Unruly meetings: If any general meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting and may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote by a poll, without further discussion.
Minutes	14.14-14.16	13*	14.14-14.16	14.14-14.16	Minutes: The Governance Entity shall keep a proper record in a minute book of all decisions taken and business transacted at every annual general meeting and special general meeting. Minutes to be evidence of proceedings: Any minute of the proceedings at an annual general meeting or a special general meeting which is purported to be signed by the chairperson at that meeting shall be evidence of those proceedings. Minutes to be evidence of proper conduct: Where minutes of an annual general meeting or a special general meeting have been made in accordance with this clause then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

Post-Settlement Governance Entity

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Disclosure of interests	15	Schedule 4, 10.1	15	15	<p>Definition of interested Trustee: A Trustee will be interested in a matter if the Trustee:</p> <p>(a) is a party to, or will derive a material financial benefit from that matter;</p> <p>(b) has a material financial interest in another party to the matter;</p> <p>(c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or in the case of a trust controlled, by the PSGE or any subsidiary of the PSGE;</p> <p>(d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from, the matter; or</p> <p>(e) is otherwise directly or indirectly interested in the matter.</p> <p>Disclosure of interest to other Trustees:</p> <p>A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Governance Entity, disclose to his or her co Trustees at a meeting of the Governance Entity:</p> <p>(a) if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or</p> <p>(b) if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.</p> <p>Recording of Interest: A disclosure of interest by a Trustee shall be recorded in the minute book of the Governance Entity.</p>
Dealing with 'interested' trustees	16	Schedule 4, 10.2-10.4	16	16	<p>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.</p>
Prohibition of benefit or advantage	17		17	17	<p>In the carrying on of any business by any member of the Claimant Group under this Charter, and in the exercise of any power authorising the remuneration of the Trustees, no benefit, advantage or income shall be afforded to, or received, gained, achieved or derived by any Related Person where that Related Person, in his or her capacity as a Related Person, is able by virtue of that capacity in any way (whether directly or indirectly) to determine, or to materially influence the determination of the nature or amount of that benefit, advantage or income, or the circumstances in which that benefit, advantage or income is, or is to be, so afforded, received, gained, achieved or derived.</p>
Disclosure of trustees' remuneration	18		18	18* ["no pecuniary profit"]	<p>The Governance Entity shall, in accordance with clause 10.1, show the amount of any remuneration paid to or fees charged by, any Trustee or any Trustee's firm and the amount of any premiums paid out of the Governance Entity's Assets for any Trustee indemnity insurance separately in the financial statements including any payments made pursuant to clause [...].</p>

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Advice to trustees; may rely on advice; obtain barrister's opinion	19	10.6	19		<p>Governance Entity may rely on advice: The Governance Entity may, when exercising its powers or performing its duties, rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:</p> <p>(a) an employee of the Governance Entity whom the Governance Entity believes on reasonable grounds to be reliable and competent in relation to the matters concerned; and</p> <p>(b) a professional adviser or expert in relation to matters which the Governance Entity believes on reasonable grounds to be within the person's professional or expert competence.</p> <p>Governance Entity may obtain barrister's opinion: If the Governance Entity is in doubt over any matter relating to the management and administration of the Governance Entity's Assets, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a Barrister of the High Court of New Zealand of at least seven years' standing. This right to obtain and act upon a Barrister's opinion, however, will not restrict any right on the part of the Governance Entity to apply to the High Court of New Zealand for directions.</p>
Liability of trustees	20	10.7*, 14*	20	19	<p>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 Charter. 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.</p>
Indemnity and insurance	21	14	21	20	<p>Indemnity and insurance for Trustees: Any Trustee, officer or employee of the Governance Entity or any member of the [Claimant Group] Group may be indemnified or have their insurance costs met out of the Governance Entity's Assets against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Governance Entity or any member of the [Claimant Group] Group, 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 Governance Entity or any member of the [Claimant Group] Group with the object of fulfilling the Governance Entity's Purposes.</p> <p>Indemnity and insurance costs to be just and equitable: All indemnities and insurance costs may only be provided to the extent that the Trustees in their discretion think just and equitable.</p> <p>Indemnity and insurance re specific trusts:</p> <p>If any assets are held by the Governance Entity on any separate specific trust, then any Trustee, officer or employee of the Governance Entity may in respect of proceedings brought in relation to that separate specific trust only be indemnified or have their insurance costs met out of those assets.</p> <p>Record of decisions:</p> <p>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.</p>

Post-Settlement Governance Entity

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Censure of trustees	22 [by 75% majority of other trustees]	22 [censure or removal by 75% majority of other trustees]	22 [censure or removal by 75% majority of other trustees]	21 [censure or removal by 75% majority of other trustees]	<p>Trustees not to bring into disrepute: No Trustee shall act in a manner which brings or is likely to bring the Governance Entity or any member of the [Claimant Group] Group into disrepute.</p> <p>Directors not to bring into disrepute: The Governance Entity shall also require that any directors or trustees appointed by or at the direction of the Governance Entity to any company (or as applicable) any trust in which the Governance Entity has an interest do not act in a manner which brings or is likely to bring the Governance Entity or any member of the [Claimant Group] Group into disrepute.</p> <p>Trustee may be censured or removed: Any Trustee that acts in a manner that brings or is likely to bring into disrepute the Governance Entity or any member of the [Claimant Group] Group may, by a resolution passed by a majority of not less than 75% of the other Trustees, be formally censured or removed from office.</p> <p>Censure or removal to be notified: The censure or removal of a Trustee in accordance with this clause shall, together with reasons, be reported to the Members of Claimant Group at the next Annual General Meeting of the Governance Entity following such censure or removal.</p> <p>Effect of Removal: A Trustee removed from office in accordance with clause 22.3 shall cease to hold office as a Trustee forthwith and shall not be entitled to be re-elected as a Trustee for a period of not less than 3 years following removal.</p> <p>Replacement of Trustee: The removal of a Trustee in accordance with clause 22.3 shall give rise to a casual vacancy which shall be filled in accordance with rule [...] of the [...] Schedule.</p>
Gifts or donations	23		23	22	<p>Governance Entity may accept specific trusts: Notwithstanding any other provision in this Charter, the Governance Entity may accept or otherwise deal with any property upon trust for the purposes of the Governance Entity or for any specific purpose that comes within the Governance Entity's Purposes. Such a trust may include any trust for the benefit of the Members of the claimant group or any of them. Any property held by the Governance Entity pursuant to this clause shall be dealt with in accordance with the terms of the trust and shall not constitute part of the Governance Entity's Assets.</p> <p>Specific trusts to be separate: If the Governance Entity accepts a trust for any specific purpose as outlined in clause [...] above it must keep the property subject to such trust and any income derived from it separate from the Governance Entity's Assets, and administer that property and income as a separate specific trust in terms of the trust under which it was accepted.</p> <p>Use of specific trust assets: The Governance Entity shall not use the assets of any separate specific trust to make good any deficit, loss, damage or breach of trust relating to any other assets that the Governance Entity may hold, and the Governance Entity shall also not use the Governance Entity's Assets to make good any deficit, loss, damage or breach of trust relating to any specific trust.</p> <p>Expenses of specific trusts: Each separate specific trust shall bear its own administration expenses plus a fair proportion (determined by the Governance Entity) of the administration expenses applicable to the Governance Entity.</p>

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Receipts for payments	24		24	23	The receipt of the Governance Entity signed by any person or persons authorised to give receipts on behalf of the Governance Entity, shall be a complete discharge from the Governance Entity for that payment.
Nominee/Custodian trustee	25	9	25		<p>The Governance Entity may appoint or incorporate a custodian trustee and on any such appointment or incorporation the following provisions shall have effect:</p> <p>(a) The Governance Entity's Assets may be vested in the custodian trustee as if the custodian trustee were sole Trustee;</p> <p>(b) The management of the Governance Entity's Assets and the exercise of all powers and discretions exercisable by the Governance Entity under this Charter shall remain vested in the Governance Entity as fully and effectively as if there were no custodian trustee;</p> <p>(c) The sole function of the custodian trustee shall be to hold the Governance Entity Assets property, invest its funds and dispose of the assets in accordance with any direction in writing by the Governance Entity for which purpose the custodian trustee shall execute all such documents and perform all such acts as the Governance Entity in writing direct;</p> <p>(d) The custodian trustee shall not be liable for acting on any such direction provided that if the custodian trustee is of the opinion that any such direction conflicts with the trusts or the law or exposes the custodian trustee to any liability or is otherwise objectionable the custodian trustee may apply to the Court for directions and any order giving any such directions shall bind both the custodian trustee and the Governance Entity;</p> <p>(e) The custodian trustee shall not be liable for any act or default on the part of any of the Governance Entity;</p> <p>(f) All actions and proceedings touching or concerning the Governance Entity's Assets may be brought or defended in the name of the custodian trustee at the written direction of the Governance Entity and the custodian trustee shall not be liable for the costs; and</p> <p>(g) No person dealing with the custodian trustee shall be concerned to enquire as to the concurrence or otherwise of the Governance Entity or be affected by notice of the fact that the Governance Entity has not concurred.</p>

Post-Settlement Governance Entity

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Amendments to Trust Deed	26	19	26	24*	<p>Special Resolution required: Subject to clause [...], all amendments to the Charter shall only be made with the approval of a Special Resolution passed in accordance with the Fourth Schedule.</p> <p>Limitations on Amendment: No amendment shall be made to the Charter which:</p> <p>(a) changes the Governance Entity's Purposes so that the Governance Entity is no longer required to act for the benefit of the present and future Members of the claimant group;</p> <p>(b) changes this clause [...];</p> <p>(c) changes clause [...]; or</p> <p>(d) changes the requirement for a Special Resolution (as defined from time to time) in clause [...].</p> <p>Amendment to make Governance Entity a charity: Notwithstanding any other provision in this Charter to the contrary, this Charter may be amended, and the benefits conferred hereunder altered, in order for the Governance Entity 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 1994, provided that any such amendment:</p> <p>(a) is made in accordance with clause [...]; and</p> <p>(b) does not change the Governance Entity's Purposes so that the Governance Entity is no longer required to act for the benefit of the present and future members of the claimant group;</p>
Termination of trust	27		27	25	<p>Subject to clause [...]:</p> <p>(a) The trust established by this Charter shall only be terminated or dissolved if the Adult Members of the claimant group have, by Special Resolution, resolved that it has become impossible, impracticable or inexpedient to carry out the Governance Entity's Purposes; and</p> <p>(b) On the termination or dissolution of this trust, the Governance Entity's Assets after the payment of costs, debts and liabilities shall be paid to another trust or entity that has been established for the benefit of the present and future Members of the claimant group.</p>
Perpetuities	28	6.2	28		<p>Unless stated otherwise in the Settlement Act, the perpetuity period for the Governance Entity is the period that commences on the date of this Charter and ends eighty years less one day after that date of this Charter, that period being within the perpetuities period permitted by section 6 of the Perpetuities Act 1964 and the perpetuities period applicable to the Governance Entity is hereby specified accordingly.</p>

Appendix 1

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Standard Clause
Archiving records	29	13*	29	26*	<p>Records to be held for seven years: All minutes and other records of any proceedings of the Governance Entity and any companies and other entities in the [Claimant Group] Group shall be held by the Governance Entity and those companies and other entities for a period of seven years.</p> <p>Records to be archived: At the expiry of seven years the Governance Entity shall archive the records of the Governance Entity and the companies and other entities in the [Claimant Group] Group.</p> <p>Records may be retained for longer: Notwithstanding clauses [...] the Governance Entity and any of the companies and other entities within the [Claimant Group] Group may hold on to any records for a period exceeding seven years if in their discretion such records contain information that is commercially or otherwise sensitive or is still required by the Governance Entity or entity to which the information relates.</p>

Post-Settlement Governance Entity

Dispute resolution	30	30	30	28	<p>Disputes: In the event that a dispute arises regarding membership or otherwise in connection with the tikanga, reo, kawa, whakapapa and korero of the Claimant Group then that dispute shall be referred in first instance to the Governance Entity.</p> <p>Notice of Dispute: All disputes referred to the Governance Entity in accordance with clause [...] shall be submitted to the Governance Entity by notice in writing and the Governance Entity shall acknowledge receipt in writing within 10 working days of the date of receipt of the notice.</p> <p>Reference of Dispute: If a dispute is not settled within 30 days of the receipt by the Governance Entity of written notice of the dispute in accordance with clause [...] then it shall be referred to a Disputes Committee constituted in accordance with clause [...].</p> <p>Dispute Committee to be Appointed as required: There shall not be a permanent Disputes Committee. Disputes Committees shall be appointed 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 30 day period referred to in clause [...].</p> <p>Appointment and composition of Disputes Committee: A Disputes Committee shall comprise three members who shall be appointed by the Governance Entity as follows:</p> <p>(a) One independent (non Claimant Group) member nominated by the President from time to time of the [relevant district] District Law Society or his or her nominee, such member to be a barrister or solicitor with 7 or more years experience, to act as the chair of the Dispute Committee; and</p> <p>(b) Two Members of the Claimant Group appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that such members cannot also be Trustees or employees of the Governance Entity.</p> <p>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.</p> <p>Deliberations of Disputes Committee:</p> <p>In dealing with any dispute a Disputes Committee shall, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Disputes Committee shall be final and binding on the parties.</p> <p>Disputes Committee may convene hui: In facilitating the resolution of any dispute a Disputes Committee may convene a general meeting of the Claimant Group in order to discuss the matters that are in dispute.</p> <p>Hui to meet notice requirements: Any general meeting called by a Disputes Committee in order to try to settle any disputes shall be called in accordance with the requirements as to notice and meeting procedure that apply in respect of general meetings of the Claimant Group as set out in this Charter.</p> <p>Notification of Outcome A Disputes Committee shall give its findings and decision, together with the reasons therefore, in writing to the Governance Entity and any other party to the dispute.</p>
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Appendix 1

TABLE 2: POST-SETTLEMENT GOVERNANCE ENTITY SCHEDULE

Purpose	Te Arawa	Ngāti Ruanui	Ngāti Mutunga	Ngāti Awa	Provisions
Membership of claimant group and register	First Schedule		First Schedule	First Schedule	Te Arawa, Ngāti Mutunga and Ngāti Awa very similar provisions. Te Arawa and Ngāti Awa refer to hapū whereas Ngāti Mutunga refers to tupuna. Te Arawa and Ngāti Awa provides for members to change hapū registered with. Ngāti Awa refers to roll of beneficiaries under Māori Trust Boards Act 1955. Ngāti Mutunga refers to iwi authority register. Ngāti Awa refers to Ngāti Awa Archives Trust to administer register and for register to be available for inspection.
Elections of trustees	Second Schedule	Schedule 1	Second Schedule	Second Schedule	Te Arawa appointment by rohe, 3 per rohe. Ngāti Awa appointment by hapū, one per hapū. Te Arawa restrictions on eligibility per rules within Trust Deed. Ngāti Awa restrictions per Māori Trust Boards Act 1955, Electoral Act 1993, and Charities Act 2005. Te Arawa, Ngāti Mutunga and Ngāti Awa provide for existing trustees to continue to hold office. Te Arawa and Ngāti Mutunga provide for 3 year term, Ngāti Awa requires re-election within 3 years. Different approaches to retirement/rotation of initial trustees. Content and process for notice for elections differs between Te Arawa, Ngāti Mutunga and Ngāti Awa.
Proceedings of Trustees	Third Schedule		Third Schedule	Third Schedule	Te Arawa, Ngāti Mutunga and Ngāti Awa very similar provisions. Quorum: Te Arawa, majority; Ngāti Mutunga, 3; Ngāti Awa, 12. Te Arawa and Ngāti Awa contain provisions relating to forms of contract. Ngāti Awa provides for custody and use of seal.
Procedure for passing special resolution	Fourth Schedule		Fourth Schedule	Fourth Schedule	

Appendix 2

Post-Settlement Governance Entity

Schedule Two: Membership of Claimant Group and Claimant Group Register**1. GOVERNANCE ENTITY TO KEEP REGISTER***1.1 Governance Entity to maintain register*

The Governance Entity shall administer and maintain the Claimant Group Register which is a register of the Members of the Claimant Group.

1.2 Register to comply with this Schedule

The Claimant Group Register shall be confirmed and maintained in accordance with the rules and procedures set out in this Schedule.

2. CONTENTS OF REGISTER*2.1 Register to contain Members' details*

The Claimant Group Register shall record in it the full names, dates of birth and postal addresses of the Members of Claimant Group.

2.2 Beneficiary Registration Number

The Governance Entity will allocate a beneficiary registration number to each Adult Member of Claimant Group on the Register. The Governance Entity will immediately after allocation, notify the relevant Adult Member of Claimant Group of his or her beneficiary registration number.

3. APPLICATIONS FOR REGISTRATION*3.1 Form of applications:*

All applications for registration as a Member of Claimant Group must be made in writing to the Governance Entity. The application must contain:

- (a) the full name, date of birth and postal address of the applicant;
- (b) the name of the tupuna/hapū to which the applicant claims affiliation;
- (c) such evidence as the Governance Entity may from time to time require as to that applicant's status as a Member of the Claimant Group and the tupuna/hapū to which the applicant claims to affiliate in terms of paragraph (b) of this rule, including details of the whakapapa (genealogical) connection of the applicant to the Claimant Group and to the relevant tupuna/hapū.

4. DECISIONS AS TO MEMBERSHIP*4.1 Membership Validation Committee to be established*

The Governance Entity shall establish a Membership Validation Committee to make decisions on all applications made pursuant to rule [...] of this Schedule by any person for the recording in the Claimant Group Register of that person's membership of the Claimant Group.

4.2 Composition of Membership of the Validation Committee

The Membership Validation Committee shall comprise five members of the Claimant Group, appointed by the Governance Entity from time to time, with the expertise and knowledge of Claimant Group whakapapa necessary to make determinations regarding membership applications. Trustees with the required expertise and knowledge of Claimant Group whakapapa may be appointed to the Membership Validation Committee.

4.3 Consideration of applications

All applications for membership pursuant to rule [...] of this Schedule together with any supporting evidence shall be forwarded by the Governance Entity to the Membership Validation Committee.

4.4 Decisions to be made on applications

Upon receipt of an application for membership in accordance with rule [...] of this Schedule the Membership Validation 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 Claimant Group.

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4.5 Successful applications to be notified and registered

In the event that the Membership Validation Committee decides that the application should be accepted then such decision shall be notified in writing to the Governance Entity, which shall in turn notify the applicant and enter the applicant's name and other relevant details in the appropriate part of the Claimant Group Register.

4.6 Notification of unsuccessful applicants

In the event that the Membership Validation Committee decides to decline the application (of the applicant as a Member of the Claimant Group) then such decision shall be conveyed in writing to the Governance Entity together with the reasons for the decision. The Governance Entity shall then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 Unsuccessful applicant may reapply

Any applicant whose application has been declined may at any time seek to have his or her application reconsidered by the Membership Validation Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous application) as to the applicant's status as a Member of the Claimant Group.

5. MAINTENANCE OF REGISTER*5.1 Post-Settlement Governance Entity to establish policies*

The Governance Entity shall take such steps and institute such policies as are necessary to ensure that the Claimant Group Register is maintained in a condition that is as up to date, accurate and complete as possible in recording the Members of the Claimant Group, including taking steps to ensure that, upon the receipt of appropriate evidence, the names of any deceased Members of the Claimant Group are removed from the Claimant Group Register.

5.2 Assistance in identifying membership

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

5.3 Responsibility of Members of the Claimant Group

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

5.4 Consequences of registration

Registration of any person in the Claimant Group Register as a Member of the Claimant Group shall be conclusive evidence of that person's status as a Member of the Claimant Group.

6. INITIAL CLAIMANT GROUP REGISTER*6.1 Information from pre-existing iwi authority register*

The Governance Entity shall include on the Claimant Group Register the full names, dates of birth and postal addresses of every Member of the Claimant Group whose name and other details are, immediately before the Settlement Date, on the register prepared by the pre-existing iwi authority.

Appendix 3

Post-Settlement Governance Entity

Schedule Three: Elections of Trustees**1. PROCEDURE***1.1 This Schedule to apply*

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

2. ELIGIBILITY FOR APPOINTMENT*2.1 Trustee to be registered*

To be elected a Trustee must, as at the closing date for nominations, be recorded in the Claimant Group Register as an Adult Member of the Claimant Group.

2.2 Trustees not to be Governance Entity employees

A Trustee shall not hold the position of General Manager nor shall a Trustee be employed as an employee of the Governance Entity.

2.3 Trustees may be Directors

Nothing in rule 2.2 of this Schedule or elsewhere prevents a Trustee from holding office as a director or trustee of any member of the [Claimant Group] Group.

2.4 Number of Trustees to be Limited

There shall be not more than five and not less than three Trustees.

3. EXISTING TRUSTEES TO HOLD OFFICE*3.1 Existing Trustees to hold office*

Pending the holding of elections in accordance with this Schedule the initial Trustees of the Governance Entity shall be those persons holding office as trustees of the existing iwi authority immediately before the date of this Constitution, in accordance with the rules applicable to the appointment of such trustees to the existing iwi authority.

4. TERM OF OFFICE*4.1 Term of office*

Subject to rule 4.2 of this Schedule the Trustees from time to time shall hold office for a term of x years.

4.2 Retirement and rotation of initial Trustees

The initial Trustees shall retire from office with elections having been held for their respective positions as Trustee as follows:

- (a) As at the date of the annual general meeting of the Governance Entity in the first Income Year following the Settlement Date, two of the initial Trustees shall retire and an election shall be held for two Trustee positions;
- (b) As at the date of the annual general meeting of the Governance Entity in the second Income Year following the Settlement Date, a further two of the initial Trustees, shall retire and an election shall be held for two Trustee positions;
- (c) As at the date of the annual general meeting of the Governance Entity in the third Income Year following the Settlement Date, the remaining two initial Trustees, being those that did not retire in accordance with paragraphs (a) and (b) above, shall retire and an election shall be held for one Trustee position.

4.3 Order of retirement of initial Trustees

The order of retirement of the initial Trustees under rule 4.2 of this Schedule shall be determined by agreement failing which the determination shall be made by lot.

4.4 Term following retirement of initial Trustees

Following the retirement of the initial Trustees in accordance with rule 4.2 of this Schedule, each Trustee shall hold office until the conclusion of the annual general meeting of the Governance Entity in the third Income Year following

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his or her appointment. However, if because of a review of the election of a Trustee's replacement under rule 13 of this Schedule the appointment of that Trustee's replacement has not been completed as at the expiry of the Trustee's term, then that Trustee shall continue to hold office by virtue of his or her previous appointment until the review process is completed. For the purposes of calculating the term of the replacement Trustee, that replacement Trustee shall, once he or she takes office, be deemed to have taken office on the date upon which the term of office of the previous Trustee expired, being the date of the relevant annual general meeting.

4.5 Eligibility of retiring Trustees

Retiring Trustees shall be eligible for reappointment.

4.6 Casual vacancies

Should:

- (a) There be no person elected to replace a Trustee following that Trustee's retirement under rule 4.2 of this Schedule; or
- (b) Any casual vacancy arise prior to the expiry of any Trustee's term of office: then that vacancy shall be filled by the holding of a further election in accordance with this Schedule.

4.7 Term of casual appointments

In the case of an appointment made pursuant to rule 4.6 of this Schedule the Trustee thereby appointed shall, as the case may be, hold office:

- (a) In the case of a Trustee appointed pursuant to rule 4.6(a), for the same term as that Trustee would have been appointed had he or she been appointed, immediately following the retirement of the previous Trustee, under rule 4.2 of this Schedule; or
- (b) In the case of a Trustee appointed pursuant to rule 4.6(b), for the balance of the term of office of the Trustee that he or she has replaced.

5. TIMING OF ELECTIONS**5.1 Election to be concluded by the Annual General Meeting**

The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under rule 4.6 or to the extent that any review under rule 13 of this Schedule has been sought in respect of an election, be concluded by the time of the annual general meeting of the Governance Entity in that Income Year.

6. MAKING OF NOMINATIONS**6.1 Calling for nominations**

The Governance Entity shall give notice calling for nominations for those Trustee positions for which elections are required at least x months before the annual general meeting of the Governance Entity for that Income Year, and in any event in sufficient time for the election to be concluded in accordance with rule 5 of this Schedule. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Governance Entity or such other person as the notice directs.

6.2 Timing for nominations

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

6.3 Form of notice

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

- (a) By post to each Member of the Claimant Group shown on the Claimant Group Register as entitled to vote at the election of trustees (being an Adult Member of the Claimant Group who is recorded on the Claimant Group Register);
- (b) by newspaper advertisement published on at least two separate days and inserted prominently in any major metropolitan newspapers and/or any provincial newspaper circulating in regions where the Governance Entity considers that a significant number of Members of the Claimant Group reside; and

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(c) by such other means as the Governance Entity may determine.

6.4 Inclusion of invitation to register

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

6.5 Nomination to be in writing

The nomination of a candidate for election as a Trustee shall be in writing signed by not less than five (5) adult members of the Claimant Group shown on the Claimant Group Register as being entitled to vote in respect of the election of that candidate.

6.6 Consent of nominee

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

7. HOLDING OF ELECTIONS

7.1 Mode of Voting at Elections

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

7.2 Wāhi Pooti to be held

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

7.3 No elections where nominees equal vacancies

In the event that the total number of nominations of Trustees is equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

7.4. Eligibility to vote

Subject to rule 7.5 of this Schedule, each Adult Member of the Claimant Group is eligible to vote in an election. Each such Adult Member of the Claimant Group will only be eligible to cast one vote in an election.

7.5 Date by which Members to be registered

The date by which an Adult Member of the Claimant Group must be recorded on the Claimant Group Register as members of the Claimant Group so as to be eligible to vote in the election of a Trustee shall be the date upon which nominations for appointment as a Trustee closes.

8. NOTICE OF ELECTIONS

8.1 Notice to be given

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

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

8.2 Period of Notice

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

8.3 Method of Giving Notice

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

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- (a) posting notice to each Member of the Claimant Group shown on the Claimant Group Register as entitled to vote at the election (being an Adult Member of the Claimant Group who is recorded in the Claimant Group Register as a member of the Claimant Group);
- (b) inserting a prominent advertisement on at least 2 separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Governance Entity considers that a significant number of Members of the Claimant Group reside; and
- (c) advertising on a radio station or radio stations broadcasting in the district or districts where the Governance Entity considers that a significant number of Members of the Claimant Group reside.

8.4 General Content of Notices

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

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

8.5 Additional Content of Postal Notice

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

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

8.6 Additional Information in Other Notices:

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

9. POSTAL VOTING**9.1 Other details to accompany vote**

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

9.2 Timing of Postal Votes

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

10. APPOINTMENT OF CHIEF RETURNING OFFICER**10.1 Appointment of Chief Returning Officer**

For the purposes of elections the Governance Entity shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Governance Entity, and who shall be a person of standing within the Group. The Chief Returning Officer shall be responsible for coordinating Trustee elections and may appoint such other persons (“nominee”) as he or she considers necessary to assist with that task provided that such persons shall also not be Trustees or employees of the Governance Entity.

10.2 Chief Returning Officer to receive voting forms

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

10.3 Chief Returning Officer to be present at Wahi Pooti

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

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10.4 Only one vote to be cast

The Chief Returning Officer shall ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of the Claimant Group who is eligible to vote, and votes, in the relevant election.

10.5 Recording of votes

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

11. COUNTING OF VOTES*11.1 All votes to be counted*

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

11.2 Certification and notifying election result

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Governance Entity. The Governance Entity shall thereafter advise the candidates of the result and give notice of the same at the annual general meeting of the Governance Entity in accordance with clause 14.1(d).

12. RETENTION OF ELECTION RECORDS*12.1 Compiling and sealing voting records*

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

12.2 Retention and disposal of packets

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

13. REVIEW OF ELECTION RESULTS*13.1 Candidates may seek review*

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

13.2 Appointment of Electoral Review Officer

For the purposes of carrying out reviews in respect of any election the Governance Entity shall ensure that an Electoral Review Officer is appointed. The Election Review Officer shall be the person nominated from time to time by the President of the New Plymouth District Law Society or his or her nominee.

13.3 Electoral Review Officer to conduct reviews

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

13.4 Form of request for review

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

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

13.5 Service of application on other candidates

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

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13.6 Costs

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

14. CONDUCT OF REVIEW**14.1 Notification of Electoral Review Officer**

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

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

14.2 Electoral Review Officer to exercise wide powers

Subject to compliance by the Electoral Review Officer with the rules of natural justice the Electoral Review Officer shall have the power to inquire into and decide upon any matter relating to a review in such manner as he or she thinks fit and may in particular seek such further evidence or reports as he or she deems necessary including any reports or evidence from the Chief Returning Officer for the relevant election.

14.3 Electoral Review Officer to be guided by substantial merits

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

14.4 Certification of result of review

At the conclusion of the Electoral Review Officer's consideration of the review he or she shall determine whether the successful candidate, or any other candidate, was duly elected, or whether the election was void and should be conducted again, and shall forthwith certify his or her decision with reasons to the Governance Entity. The Governance Entity shall then give notice of the result of the review and advise the candidates of the outcome.

14.5 Decision to be final

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

15. TERMINATION OF OFFICE OF TRUSTEES**15.1 Termination of office of Trustee**

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

- (a) retires from office by giving written notice to the Governance Entity;
- (b) completes his or her term of office and is not reappointed;
- (c) refuses to act;
- (d) is absent without leave from 3 consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (e) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (f) becomes bankrupt or makes any composition or arrangement with his or her creditors;
- (g) is convicted of an indictable offence; or
- (h) has within the last 3 years been removed from the office of Trustee in accordance with clause 22.3.

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16. RECORD OF CHANGES OF TRUSTEES

16.1 Record of changes of Trustees

Upon the notification of every appointment, retirement, reappointment or termination of office of any Trustee, and upon the appointment, or revocation of the appointment, by any Trustee of an alternate under rule 14 of this Schedule, the Governance Entity will ensure that an entry is made in the minute book of the Governance Entity to that effect.

Appendix 4

Post-Settlement Governance Entity

Schedule Four: Proceedings of Trustees**1. TRUSTEES TO REGULATE MEETINGS***1.1 Trustees to regulate meetings*

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

2. NOTICE OF MEETING*2.1 Notice to Trustees*

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

2.2 Content of notice

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

2.3 Waiver of notice

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

2.4 Meeting limited to notified business

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

2.5 Deficiency of notice

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

3. QUORUM

3.1 Three Trustees shall constitute a quorum at meetings of the Trustees.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON*4.1 Trustees to elect*

At the first meeting of the Trustees following an election the Trustees shall appoint one of their number to be chairperson (“Chairperson”) and (at their discretion) one to be deputy chairperson (“Deputy Chairperson”). The Chair and Deputy Chair must have served at least one term.

4.2 Voting on election

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

4.3 Termination of office

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

Appendix 4

5. PROCEEDINGS AT MEETINGS*5.1 Decisions by majority vote*

Unless stated otherwise in this Charter, questions arising at any meeting of Trustees shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

5.2 Chairperson

The Chairperson shall take the chair at all the meetings of the 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.

5.3 Vacancies

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

5.4 Defects of appointment

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

5.5 Unruly meetings

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

6. DELEGATION BY TRUSTEES*6.1 Trustees may delegate*

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

6.2 Trustees to remain responsible

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

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

6.3 Regulation of procedure by committees

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

7. RESOLUTIONS*7.1 Written resolution*

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

Post-Settlement Governance Entity

8. MINUTES*8.1 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.

8.2 Minutes to be evidence of proceedings

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

8.3 Minutes to be evidence of proper conduct

Where minutes of the proceedings at a meeting of the 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.

9. TELECONFERENCE MEETINGS*9.1 Teleconference meeting between Trustees and/or Committee members*

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

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

Appendix 5

Post-Settlement Governance Entity

Schedule Five: Procedure for Passing Special Resolution**1. THIS SCHEDULE TO APPLY***1.1 A Special Resolution to:*

- (a) approve a Major Transaction in accordance with clause 2.6; or
- (b) amend this Constitution in accordance with clause 26; or
- (c) terminate the Governance Entity in accordance with clause 27; shall only be passed as set out in this Schedule.

2. POSTAL VOTING AND SPECIAL GENERAL MEETING*2.1*

Voting on a Special Resolution shall occur either by placing voting forms into a ballot box in person at the special general meeting held for the purposes of considering the Special Resolution, or by post.

3 VOTING*3.1*

In order for a Special Resolution to be passed it must receive the approval of not less than seventy-five percent (75%) of those Adult Members of the Claimant Group who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

4. SPECIAL GENERAL MEETING REQUIRED*4.1*

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

5. NOTICE*5.1 Notice of special general meeting*

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

5.2 Method of giving notice

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

- (a) in writing and posted to all Adult Members of the Claimant Group at the last address shown for each such Adult Member of the Claimant Group on the Claimant Group Register; and
- (b) Advertised prominently in any major metropolitan newspapers circulating in New Zealand and in any provincial newspapers circulating in regions where the Governance Entity considers that a significant number of Members of the Claimant Group reside.

5.3 Content of notice to members

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

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

5.4 Content of advertisement

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

Appendix 5

6. POSTAL VOTING*6.1 Other details to accompany vote*

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

6.2 Timing of Postal Votes

Votes must be cast no later than the closing date for voting. Votes otherwise validly cast are valid and able to be counted if they are received by the Chief Returning Officer no later than 3 days after the closing date, but only if the envelope containing the voting form is date stamped on or before the date for voting closes.

6.3 Postal Votes may be received at the special general meeting

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

7. APPOINTMENT OF CHIEF RETURNING OFFICER*7.1 Appointment of Chief Returning Officer*

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

7.2 Chief Returning Officer to receive voting forms

Voting forms must be addressed to the Chief Returning Officer.

7.3 Chief Returning Officer to be present at Special General Meeting

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

7.4 Only one vote to be cast

The Chief Returning Officer must ensure that appropriate measures are in place to ensure that only one vote is cast by each Adult Member of Claimant Group who votes on the special resolution.

7.5 Recording of votes

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

8. COUNTING OF VOTES*8.1 All votes to be counted*

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

8.2 Certification and notifying result

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

9. PROCEEDINGS AT SPECIAL GENERAL MEETING

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

