

NGAMOTU MARAE RESERVATION CHARTER

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1. TITLE

This reservation shall be known as the NGAMOTU MARAE RESERVATION ("Reservation") and shall apply to Lot 3, a subdivision of Lot 1 DP 18777 Block IV Paritutu Survey District contained in Computer Freehold Registry TNK2/399 Taranaki Registry, and any other assets whatsoever.

2. PURPOSES

- (a) To provide for the better habitation or use of the Reservation by Ngati Te Whiti Hapu to build, maintain, support or develop marae communal facilities that directly or indirectly are to the advantage of Ngati Te Whiti Hapu.
- (b) To provide cultural, and recreational facilities for the use and enjoyment of Ngati Te Whiti Hapu and, by invitation, other individuals and communities.
- (c) To provide meeting facilities for Ngati Te Whiti Hapu and, by invitation, individuals, community-based organisations, local and central government agencies, and commercial entities.
- (d) To provide full accessibility of the Reservation including its buildings to people living with disabilities.
- (e) To promote Ngati Te Whiti history and associations with its lands to Ngati Te Whiti Hapu and other communities.
- (f) To promote environmental regeneration and sustainability as integral to the health of Ngati Te Whiti Hapu and New Plymouth.
- (g) To promote technology and education as integral to the future of the Reservation including its buildings and activities, and to Ngati Te Whiti Hapu and New Plymouth.
- (h) To collaborate with other marae on areas of mutual interest.

3. INTERPRETATION

In this Charter:

"Act" means Te Ture Whenua Maori Act 1993.

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

"Business day" means any day in which registered banks are open for business in the Taranaki region.

"Chairperson" means the chairperson elected by the Trustees from time to time, in accordance with this Charter.

"Chief Returning Officer" means the person appointed from time to time as chief returning officer for the purposes of Trustee elections and special resolutions.

"Confidential Information" means any information which the Trustees consider on reasonable grounds is of a commercially sensitive nature and the release of which could be detrimental to the interests of the Reservation.

"Court" means the Maori Land Court.

"Crown" has the meaning given to it in section 2 of the Public Finance Act 1989.

"Deputy Chairperson" means the deputy chairperson elected from time to time, in accordance with this Charter.

"Disputes Committee" means the committee formed in accordance with rule 19 of this Charter.

"Income year" means any year or accounting period ending on the balance date.

"Kaitiaki" means individuals aged 18 and over whose inter-generational blood connections to a Ngati Te Whiti Tupuna is validated by Ngati Te Whiti Kaumatua.

"Kawa" means the kawa that is widely accepted and practiced by Ngati Te Whiti Hapu.

"Land" means any land held by the Reservation, including the land known as Lot 3, a subdivision of Lot 1 DP 18777 Block IV Paritutu Survey District contained in Computer Freehold Registry TNK2/399 Taranaki Registry or any other land from time to time vested in the Reservation.

"Marae" means Ngamotu Marae.

"Ngati Te Whiti Hapu" means:

- (a) the collective group composed of individuals referred to in paragraph (b) of this definition; and
- (b) every individual who is descended from a Tupuna of Ngati Te Whiti.

"Ngati Te Whiti Kaumatua" means those individuals widely acknowledged and respected as the senior leaders of Ngati Te Whiti Hapu.

"Ngati Te Whiti Tupuna" means the Tupuna of Ngati Te Whiti Hapu as determined from time to time by Ngati Te Whiti Kaumatua.

"Public Notice" means a notice:

- (a) in a newspaper generally circulating in the Taranaki region; and
- (b) that may also be by panui or electronic media, including radio and television.

"Regulations" means the Maori Reservations Regulations 2004.

"Reservation" means the marae reservation established and governed by this Charter.

"Reservation Property" means all the assets and liabilities (including the land, any other property and income) that are from time to time held by the Trustees under this Charter howsoever received.

"Special Resolution" means a resolution that has been passed with the approval of not less than 90 per cent of the Kaitiaki who validly cast a vote at a general meeting of the Reservation.

"Tikanga" means the ways of doing and being that are widely accepted and practiced by Ngati Te Whiti Hapu, and is further interpreted to empower Ngati Te Whiti Kaumatua to adapt tikanga to the circumstances of the day or to unique situations.

"Trustees" mean the Trustees elected from time to time in accordance with this Charter to act as the Trustees for the time being of the Reservation and Trustee shall mean any one of those persons.

Unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other gender;
- (c) references to person include corporations and unincorporated bodies of persons, governments or other public bodies or agencies whether or not having a separate legal personality;
- (d) references to a statute shall be deemed to be references to that statute as amended, re-enacted or substituted from time to time;
- (e) references to a rule or schedule are to a rule or schedule in this Charter; and
- (g) headings appear as a matter of convenience only and shall not affect the interpretations of this Charter.

4. BENEFIT

The Kaitiaki of this Reservation are responsible for ensuring the relationship between Ngamotu Marae, the land, and Ngati Te Whiti Hapu is mutually beneficial and sustainable so that future generations of Kaitiaki can fulfil their responsibilities.

5. USE

Facilities, goods and services may also be provided for the use and enjoyment of other individuals and communities.

6. INITIAL MARAE TRUSTEES

The Trustees of the Ngati Te Whiti Whenua Topu Trust elected from time to time shall also be the initial Marae Trustees, and each Trustee shall hold office until six months after the official opening of the Marae, by which time the initial Trustees shall hold elections for five positions as Marae Trustees.

7. ROTATION OF MARAE TRUSTEES

Following the retirement of the Initial Marae Trustees, there shall be a rotation of Trustees in accordance with the Third Schedule of this Charter.

8. POWERS OF TRUSTEES

- (a) In furtherance of this Charter to do all or any of the things which they would be entitled to do if they were the absolute owners of the land PROVIDED THAT the Trustees shall not alienate the whole or any part of the fee simple by gift or sale other than in accordance with the Act.
- (b) Trustees have no power to delegate the office of trustee to any other person, and must exercise personally the office of trustee.
- (c) In exercising their powers, Trustees must:
 - (i) act in good faith;
 - (ii) administer the Reservation in such manner as will promote the purposes for which the Reservation is established;
 - (iii) act in the best interests of Ngati Te Whiti Hapu; and
 - (iv) not bring the Reservation into disrepute.

9. APPOINTMENT OF MARAE COMMITTEE(S)

The Trustees may establish any committee to fulfil its purposes and to determine each committee's terms of reference.

10. TRUSTEES' MEETINGS

Except as otherwise provided in the Charter and the Regulations, the proceedings and other affairs of the Trustees shall be conducted in accordance with the rules set out in the First Schedule of this Charter.

11. MEETINGS OF KAITIAKI AND INTERESTED PERSONS

- (a) **General meetings**
General meetings for this Reservation shall be held in accordance with the Second Schedule of this Charter.
- (b) **Meetings of persons interested in reservation**
The Trustees may, if they consider it desirable, and shall, if required by order of the court, convene meetings of any persons interested in the Reservation.

12. DISPLAY ON RESERVATION OF PERMANENT NOTICE

The Reservation will display on the Reservation a permanent notice that includes:

- (a) the name of the Reservation; and

- (b) the name of each Trustee; and
- (c) a statement that the Trustees are the persons responsible, pursuant to an order of the court, for the administration of the reservation; and
- (d) a statement that any public activity or gathering on, or in relation to, the Reservation may not be conducted without the authorisation of the Trust; and
- (e) particulars of any other activities or events that require the authorisation of the Reservation before those activities or events may be conducted on the reservation; and
- (f) a statement of the requirements of the Reservation in relation to applications for authorisation; and
- (g) the contact details to which applications should be made by an applicant for an authorisation.

13. ACTIVITIES REQUIRING PRIOR WRITTEN AUTHORISATION

- (a) The following activities shall require the prior written authorisation of the Trust:
 - (i) the use of any building on the Reservation;
 - (ii) the promoting or holding of any hui, meeting, or other large gathering of persons within the Reservation;
 - (iii) the promoting or holding of any sports event, competition, or concert within the Reservation; and
 - (iv) such other activities or events as the Trustees may from time to time determine require the prior written authorisation of the Reservation.
- (b) Nothing in rule 13.(a) of this Charter requires the prior written authorisation of the Reservation to be obtained in relation to the conduct of a tangi hanga.

14. APPLICATION FOR AUTHORISATION

- (a) Any person who desires to promote or hold on the Reservation any activity of the kind referred to in rule 13.(a) of this Charter shall make a written application to the trustees.
- (b) The application shall state:
 - (i) the full name and address of the applicant;
 - (ii) the particular activity for which consent is sought;
 - (iii) the area of land, and the buildings, that it is proposed be used or occupied, in relation to the activity;
 - (iv) the proposed date, and time of duration, of the activity; and
 - (v) the number of persons which the applicant proposes might attend the activity and the arrangements the applicant proposes for admission to, and control of, the activity.

15. POWER OF THE RESERVATION TO REQUEST FURTHER INFORMATION

The Trustees may, upon receipt of an application to conduct an activity of the kind referred to in rule 13.(a) of this Charter, request further information from the applicant, and the Trustees shall not be required to consider the application until the Trustees have received that further information, and completed such inquiries, as the Trustees may in their discretion require or consider appropriate.

16. CONSIDERATION AND DETERMINATION OF APPLICATION

- (a) Subject to rule 13.(a) of this Charter, the Trustees shall meet to consider and determine any application as soon as practicable.

(h) **Notification of outcome**

The Reservation shall notify its decision, together with any reasons therefore, and the recommendations of the Disputes Committee, in writing to all parties to the dispute.

20. PROTECTION OF MINORITIES

In any case where any Trustee or Kaitiaki feels aggrieved by any decision, determination or resolution of a meeting of the Trustees or any act or omission of the Trustees, the Trustee or Kaitiaki may:

- (a) give to the Trustees notice of her or his intention to have the matter complained of referred to the Kaitiaki and then PROVIDED THAT within 14 days thereafter the Trustee or Kaitiaki is able to file a requisition supporting that notice executed by not fewer than 20 Kaitiaki then the Trustees shall fix a time and place and convene a general meeting accordingly in the manner hereinafter provided, PROVIDED FURTHER that if the Trustees fail to convene a general meeting within a reasonable time or the Trustee or Kaitiaki is dissatisfied with the resolution of this matter by the general meeting he or she may;
- (b) give to the Trustees notice of intention to have the matter complained of referred to the Court PROVIDED THAT he or she shall within 14 days thereafter file an application pursuant to Section 238 of the Act and Section 68 of the Trustee Act 1956 requesting that the Court review any such act or omission of the Trustees and / or give directions as to any contemplated act of the Trustees arising from the resolution of the general meeting of Kaitiaki or any other reason; OR pursuant to Section 244 of the Act for the variation of this Charter to make particular provision for the matter in dispute and in either case serve a copy thereof upon the Trustees AND upon and following receipt of a notice of intention as aforesaid and for as long as the matter remains unresolved, but then PROVIDED THAT the further particulars are filed within 14 days, and except as may be necessary for the avoidance of an action by any third party affected or as may be directed by a Court on application for injunction, directions of the like, the Trustees shall take no steps or no further steps as the case may be to implement or otherwise give effect to or enable the continuance of the matter complained of.

21. REVIEW OF CHARTER

On any such review the Court may by order give such directions to the Trustees as it thinks fit, confirm the Charter without variation, vary the terms of the Charter in such manner as it thinks fit, or make an order determining the Reservation.

22. VARIATION OF CHARTER

Nothing in this Charter shall restrict the right of the Trustees to apply to the Court pursuant to the provisions of section 244 of the Act for a variation of the Charter PROVIDED THAT Kaitiaki have had sufficient notice of any such application and there is 90 per cent support for the variation among Kaitiaki present at a properly advertised general meeting where the variation was discussed.

23. WINDING UP

This Reservation may be wound up in accordance with section 241 of the Act upon the establishment of an entity with similar objects by the Kaitiaki of a new governance entity to represent Ngati Te Whiti Hapu and to hold and administer property, including the Reservation property, on behalf of Ngati Te Whiti Hapu PROVIDED THAT Kaitiaki have had sufficient notice of any such application and there is 90 per cent support for winding up among Kaitiaki present at a properly advertised general meeting where winding up was discussed.

FIRST SCHEDULE: PROCEEDINGS OF TRUSTEES

1. TRUSTEES TO REGULATE MEETINGS

(a) Regulation of meetings

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

2. NOTICE TO TRUSTEES

(a) Notice to Trustees

Written notice of every meeting shall be hand-delivered, posted, or sent by facsimile or by electronic means to each Trustee at least seven days before the date of the meeting. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustee 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.

(b) 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.

(c) 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.

(d) 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.

(e) Deficiency of notice

Subject to rule 2.(c) of this Schedule, no deficiency or irregularity in a notice of any meeting of Trustees shall invalidate such meeting or the proceedings at such meeting.

3. QUORUM

(a) Quorum

The quorum for a meeting of the Trustees shall be three Trustees who, for the time being have been appointed as Trustees in accordance with this Charter.

(b) Proxy Voting

Voting by way of proxy at any Trustees' meeting is not permitted.

4. CHAIRPERSON AND DEPUTY CHAIRPERSON

(a) Trustees to elect

At the first meeting of the Trustees following an Annual General Meeting, the Trustees shall appoint one of their number to be chairperson and at their discretion one of their number to be deputy chairperson.

(b) 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 her or his appointment will become Chairperson (or Deputy Chairperson).

(c) Termination of office

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

5. PROCEEDINGS AT MEETINGS**(a) Decisions to majority vote**

Unless stated otherwise in this Charter, questions arising at any meeting of the Trustees shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall not have a second casting vote.

(b) 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.

(c) Vacancies

The Trustees may act notwithstanding any vacancy in their number, 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.

(d) 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.

(e) Unruly meetings

If any meeting of the 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 uncomplicated item of business of which notice was given and which, in her or his opinion, requires to be voted upon be put to the vote without discussion.

6. RESOLUTIONS**(a) Resolutions**

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).

7. MINUTES**(a) 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.

(b) Minutes to be evidence of proceedings

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

(c) 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.

8. TELECONFERENCE, VIDEOCONFERENCE AND WEB-BASED MEETINGS

(a) Teleconference, Videoconference and Web-based meetings

For the purposes of these rules a Teleconference, Videoconference or Web-based (such as Webcam or Skype) meeting between a number of Trustees or committee members who constitute a quorum, together with the Secretary or another person acting as the Secretary, shall be deemed to constitute a meeting of the Trustees or the committee members (as the case may be). All provisions in these rules relating to meetings shall apply to Teleconference, Videoconference or Web-based meetings so long as the following conditions are met:

- (i) 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, Videoconference or Web-based meeting and to be linked for the purpose of such meeting;
- (ii) throughout the Teleconference, Videoconference or Web-based meeting each participant and the Secretary or person acting as a Secretary must be able to hear and, in the case of Video or Web technology, see each of the other participants;
- (iii) at the beginning of the Teleconference, Videoconference or Web-based meeting each participant must acknowledge her or his presence for the purpose of that meeting to all other participants;
- (iv) a participant may not leave the Teleconference, Videoconference or Web-based meeting by disconnecting her or his 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, Videoconference or Web-based meeting unless he or she leaves the meeting with the Chairperson's express consent; and
- (v) A minute of the proceedings at the Teleconference, Videoconference or Web-based meeting shall be sufficient evidence of those proceedings, and of the observance of all necessary formalities, if certified as a correct minute by the participants of that meeting.

9. FORMS OF CONTRACTS

(a) Contracts by deed

Any contract which, if made between private persons, must be by deed shall, if made by the Reservation, be in writing.

(b) Contracts in writing

Any contract which, if made between private persons, must be in writing signed by the parties to be bound by the contract shall, if made by the Reservation, be in writing signed by two Trustees on behalf or by direction of the Reservation.

(c) Oral Contracts

Any contract which, if made by private persons, may be made orally, or may be made in the same manner but or on behalf of the Reservation by any Trustee or the Secretary, in either case acting by direction of the Reservation.

(d) Contracts pursuant to resolution

Notwithstanding anything to the contrary in this rule 9, no contract made by or on behalf of the Reservation shall be invalid by reason only that it was not made in the manner provided by this rule, if it was made pursuant to a resolution of the Reservation.

SECOND SCHEDULE: GENERAL MEETINGS

1. GENERAL MEETING

(a) **Reservation to hold annual general meeting**

The Reservation shall, no later than six (6) calendar months after the end of each Income Year, and in any event no more than 15 calendar months after the date of the last Annual General Meeting of the Reservation, hold a general meeting for the Kaitiaki of the Reservation, to be called its Annual General Meeting, and shall at that meeting:

- (i) report on the operations of the Reservation during the preceding Income Year;
- (ii) present the audited financial statements;
- (iii) appoint the Reservation's accountant and auditor;
- (iv) hold an election of Trustees;
- (v) undertake all other notified business; and
- (vi) at the discretion of the Chairperson, undertake any other general business raised at that meeting.

(b) **Notice of general meeting**

Subject to the specific notice requirements described in this Schedule, the Reservation shall not give less than 28 business days' notice of the holding of the Annual General Meeting, such notice to be inserted in any newspapers circulating within the rohe of Ngati Te Whiti Hapu. All such notices shall contain:

- (i) the date, time and place of the meeting;
- (ii) an agenda of matters to be discussed at the meeting;
- (iii) details of where copies of any information to be laid before the meeting may be inspected; and
- (iv) any other information specified by or under the Regulations or Act.

(c) **Notice of special meeting**

In addition to the Annual General Meeting of the Reservation, the Reservation shall convene a Special General Meeting of the Reservation on the requisition of:

- (i) any three Trustees appointed for the time being to the Reservation; or
- (ii) twenty Kaitiaki.

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

(d) **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.

(e) **Invalidation**

The accidental omission to give notice to, or a failure to receive notice of, any Annual or Special General Meeting by a Kaitiaki does not invalidate the proceedings for that meeting.

(f) **Deficiency of notice**

A deficiency of irregularity in a notice of any Annual or Special General Meeting will not invalidate anything done at the meeting if:

- (i) the deficiency or irregularity is not material; and
- (ii) the Kaitiaki who attend the meeting agree by a simple majority to waive the deficiency or irregularity.

(g) **Quorum**

The quorum required for any Annual or Special General Meeting of the Reservation shall be 20 Kaitiaki present in person including among those a majority of Trustees currently holding office.

(h) **Chairing Meetings**

The Chairperson for the time being of the Reservation 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 or holding a meeting, then the Deputy Chairperson, if there is one, shall be the chairperson. If there is no Deputy Chairperson or the Deputy Chairperson is also not present, the Trustees shall elect one of their number to substitute as the chairperson for that meeting.

(i) **Adjourned Meetings**

If within 30 minutes of the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting will stand adjourned to be reconvened within one month 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 Kaitiaki present will constitute a quorum. Notice of the adjourned meeting shall be given no less than 14 business days before the date of the adjourned meeting by placing an advertisement in any newspapers circulating within the rohe of Ngati Te Whiti Hapu.

(j) **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 or orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may adjourn the meeting without further discussion, and may direct that any uncompleted items of business of which notice was given and which, in her or his opinion, requires to be voted upon be put to the vote by a poll without further discussion.

(k) **Minutes**

The Reservation shall keep a proper record in a minute book of all decisions taken and business transacted at all Annual General and Special General Meetings.

(l) **Minutes to be evidence of proceedings**

Any minute of the proceedings at an Annual General or a Special General Meeting, which is purported to be signed by the Chairperson as a true and accurate record of that meeting, shall be evidence of those proceedings.

(m) **Minutes to be evidence of proper conduct**

Where minutes of an Annual General or a Special General Meeting have been made in accordance with this rule 1 then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

2. **REPORTS AND ACCOUNTS**

(a) The Trustees shall prepare Annual Reports and audited financial statements of the assets and liabilities and of the income and expenditure for each year of the Reservation's operation.

(b) At each Annual General Meeting the Trustees shall produce reports and audited financial statements for each year in respect of which the Trustees have not earlier presented reports and accounts to a general meeting.

(c) The Trustees shall file with the Court a copy of the Trust's audited financial statements within one month of the Reservation's Annual General Meeting.

THIRD SCHEDULE: ELECTIONS OF TRUSTEES

1. PROCEDURE

(a) This schedule to apply

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

2. ELIGIBILITY FOR APPOINTMENT

(a) Restrictions on Trustees

A person shall not be permitted to be a Trustee if he or she:

- (i) is not recognised by Ngati Te Whiti Kaumatua as a Kaitiaki of the Reservation; or
- (ii) is an undischarged bankrupt; or
- (iii) has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean State) Act 2004); or
- (iv) has ever been removed as a trustee of a trust by order of a Court on the grounds of breach of trust, lack of competence, being unfit, or failure to carry out the duties of a trustee satisfactorily; or
- (v) is subject to a property order made under section 30 or section 31 of the Protection of Personal Property Rights Act 1988.

(b) Trustees not to be Reservation employees

A Trustee shall not be employed as an employee of the Reservation and / or the Ngati Te Whiti Whenua Topu Trust.

(c) Number of Trustees to be limited

There shall be five trustees.

3. TERM OF OFFICE

(a) Term of office

Subject to rule 3.(d) of this Schedule, the Trustees from time to time shall hold office until such time as their position comes up for re-election in accordance with this rule provided that no Trustees shall hold office for longer than six years without facing re-election.

(b) Casual vacancies

Should any casual vacancy arise as a result of a Trustee ceasing to hold office prior to the expiry of that Trustees' term of office, then that vacancy shall be filled by the holding of a further election in accordance with this Schedule provided that the Reservation shall have the discretion not to hold such an election if the casual vacancy occurs less than one year before the original Trustee's term was due to expire.

(c) Term of casual appointments

In the case of a Trustee elected pursuant to rule 3.(b) of this Schedule, the Trustee thereby appointed shall hold office for the balance of the term of office of the Trustee that he or she has replaced.

(d) Retirement and rotation of Initial Trustees

The initial persons appointed as Trustees of this Reservation ("Initial Trustees") shall retire from office with elections having been held for their respective positions as Trustees within six months of the official opening of the Marae, all of the Initial Trustees shall retire and an election shall be held for five vacant Trustee positions.

(e) Term following retirement of Initial Trustees

Following the retirement of the Initial Trustees in accordance with rule 3.(d) of this Schedule:

- (i) two Trustees shall hold office until the conclusion of the third Annual General Meeting following the official opening of the Marae;
- (ii) one Trustee shall hold office until the conclusion of the fifth Annual General Meeting following the official opening of the Marae; and
- (iii) two Trustees shall hold office until the conclusion of the seventh Annual General Meeting following the official opening of the Marae.

All subsequently elected Trustees shall hold office for no more than six years following her or his appointment without facing an election.

4. TIMING OF ELECTIONS

(a) Timing

The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under rule 3.(b) of this Schedule, be conducted on the date of the Annual General Meeting of the Reservation in that Income Year.

5. MAKING OF NOMINATIONS

(a) Calling for nominations

The Reservation shall give notice calling for nominations for those Trustee positions for which elections are required at least three months before the date of the election. Such notice shall specify the method of making nominations will be on the day.

(b) Form of notice

All notices given under this rule shall be given by newspaper advertisement published on at least two separate days and inserted in any newspapers circulating within the rohe of Ngati Te Whiti Hapu and by such other means as the Reservation may determine. The notice shall specify the time, date and venue of the general meeting where the election of Trustees shall occur.

6. HOLDING OF ELECTIONS

(a) Mode of voting at elections

Voting at all elections shall be by way of secret ballot or by any method as deemed appropriate by the Trustees.

(b) No election where one nominee

In the event that the total amount of nominations 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.

(c) Eligibility to vote

Each Kaitiaki is eligible to vote in an election, provided that each such Kaitiaki:

- (i) will only be eligible to cast one vote in an election; and
- (ii) is accepted by the majority of those present as eligible to cast a vote.

7. APPOINTMENT OF THE CHIEF RETURNING OFFICER

(a) Appointment of the Chief Returning Officer

For the purposes of the elections the Reservation shall appoint as required a Chief Returning Officer who shall not be a Trustee, or an employee of the Reservation and / or the Ngati Te Whiti Whenua Topu Trust, and who shall be a person of standing within the community. The Chief Returning Officer shall be responsible for coordinating Trustee elections and may appoint such other persons as he or she considers necessary to assist with that task provided that such persons shall also not be Trustees or employees of the Reservation and / or the Ngati Te Whiti Whenua Topu Trust.

- (b) **Chief Returning Officer to receive voting forms**
All voting forms must be returned to the Chief Returning Officer
- (c) **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 Kaitiaki who is eligible to vote and votes in the relevant election.
- (d) **Recording of votes**
A record shall be kept by the Chief Returning Officer of all votes received.

10. RESULT OF ELECTION

- (a) **Counting of votes**
 - (i) Upon the expiry of the time for the receipt of votes, the Chief Returning Officer shall record and count all votes validly cast.
 - (ii) The candidate or candidates (not exceeding the number of Trustees to be elected) receiving the highest number of valid votes in favour of her or his election will be deemed to be elected as Trustees of the Reservation.
- (b) **Certification and notification of the 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 general meeting. Following the confirmation of the result of an election the newly elected Trustees, with the assistance of the incumbent Trustees, must apply to the Court under section 222 of the Act for formal appointment of the newly elected Trustees. This application must contain sufficient information to inform the Court:
 - (i) of the ability, experience and knowledge of the newly elected Trustees;
 - (ii) that the appointments are broadly acceptable to the Kaitiaki; and
 - (iii) that the newly elected Trustees consent to their appointments.

11. RETENTION OF ELECTION RECORDS

- (a) **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 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 details of the election to which the packet relates. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Reservation.
- (b) **Retention and disposal of sealed election packets**
Subject to 11.(a) of this Schedule, the sealed election packets received from the Chief Returning Officer shall be safely kept unopened by the Reservation for a period of one year from the closing date for voting in the election to which the packet relates. Upon expiry of that one year period the packets shall be destroyed unopened.

12. REVIEW OF ELECTION RESULTS

- (a) **Candidates may seek review**
Any candidate may, within 14 days after the certification of the election result and the giving of notice by the Reservation in respect of that election, seek a review of that election by making an application to the Court.

13. TERMINATION OF OFFICE OF TRUSTEES

(a) Termination of office of Trustees

Notwithstanding the foregoing rules of this Schedule, a Trustee shall cease to hold office, and the Reservation will make an application to the Court to this effect, if he or she:

- (i) dies;
- (ii) retires from office by giving written notice to the Reservation;
- (iii) completes his or her term of office and is not re-elected;
- (iv) completes two successive terms of office as Trustees;
- (v) refuses to act;
- (vi) is absent without leave from three (3) consecutive ordinary meetings of the Trustees without good reason or without the permission of the Chairperson;
- (vii) becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- (viii) becomes bankrupt or makes any composition or arrangement with her or his creditors;
- (ix) is convicted of an indictable offence;
- (x) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slates) Act 2004; or
- (xi) is disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993; or
- (xii) is removed as a trustee of a trust by order of a court on the grounds of breach of trust, lack of competence, being unfit, or failure to carry out the duties of a trustee satisfactorily; or
- (xiii) becomes subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.

14. RECORD OF CHANGES OF TRUSTEES

(a) Record of changes of Trustees

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