



TE RŪNANGA O TOA RANGATIRA

RŪNANGA RULES

AUGUST 2020

PART A - INTRODUCTION

1. INTRODUCTION

- 1.1. The name of the society is Te Rūnanga o Toa Rangatira Incorporated and shall be known as the Rūnanga throughout these Rules.

2. INTERPRETATION

- 2.1. In these Rules, unless the context otherwise requires:

Adult Member of Ngāti Toa Rangatira means a Member of Ngāti Toa Rangatira who is 18 years of age or older.

Adult Registered Members means Adult Members of Ngāti Toa Rangatira who are registered on the Members' Register.

Alienate means, in the context of lwi Fisheries Assets, the sale or disposal of those assets, or any transaction which would result in the Rūnanga being disentitled for a period of more than five years to the income, control, or use of those assets, but does not include the transfer of those assets to a Corporate Entity that is wholly owned by the Rūnanga.

Annual General Meeting means a meeting held in accordance with Rule 15.

Aquaculture Agreement has the meaning given to it in section 1862D of the Fisheries Act 1996.

Aquaculture Settlement Assets has the same meaning as the term "Settlement Assets" in the Maori Commercial Aquaculture Claims Settlement Act 2004.

Assets mean Rūnanga property of any kind, whether tangible or intangible, but excludes Settlement Quota, Income Shares, and Aquaculture Settlement Assets.

Board means the board of the Rūnanga established or elected under Rule 6.

Board Members means the persons elected or appointed under Rule 6.

Corporate Entity, means any other company or trust wholly owned or controlled directly or indirectly by the Rūnanga and includes the Fisheries Asset Holding Company, the Fishing Enterprise, and any Subsidiary.

Directors means directors or trustees, as the case may be, of any Corporate Entity.

Executive Director means the person appointed as Executive Director under Rule 5.1(b) and Rule 8.2

Fisheries Asset Holding Company means a company established by the Rūnanga in accordance with Rule 9.1, which meets the requirements for a company defined in the Maori Fisheries Act as an asset-holding company and includes any Subsidiary of the asset-holding company.

Fishing Enterprise means a fishing operation established by the Rūnanga under Rule 9.2 to utilise annual catch entitlement from its Settlement Quota.

Fisheries Settlement means the settlement of Maori commercial fishing rights as defined in the Maori Fisheries Act.

General Business means any business conducted at an lwi meeting that is not Significant Business.

Hui-a-lwi means a meeting held in accordance with Rule 0.

Income Share means an income share within the meaning of the Maori Fisheries Act that is allocated and transferred to the Fisheries Asset Holding Company on behalf of Ngāti Toa Rangatira by Te Ohu Kai Moana Trustee Limited.

lwi means Ngāti Toa Rangatira.

Iwi Board Member means a Board Member as described in Rule 6.1(a)

lwi Meeting means an Annual General Meeting, Special General Meeting, Hui-a-lwi, or Marae Election.

lwi Aquaculture Organisation has the meaning given to it in the Maori Commercial Aquaculture Claims Settlement Act 2004.

lwi Fisheries Assets means the Settlement Quota and Income Shares received by the Rūnanga under the Maori Fisheries Act.

Mandated lwi Organisation has the meaning given to it in the Maori Fisheries Act.

Marae means a recognised marae of Ngāti Toa Rangatira, being Takapuwahia Marae, Hongoeka Marae, Wakatu Marae, and Wairau Marae.

Marae Body means in the case of;

- (a) Takapuwahia Marae, the Takapuwahia Marae Committee;
- (b) Hongoeka Marae, Hongoeka Settlement Incorporated;

- (c) Wairau Marae, the Ngāti Toa Rangatira Manawhenua Ki Te Tau lhu Trust;
- (d) Wakatu Marae, a committee or hui convened by the Tumuaki of the Rūnanga for the purposes of Rule 6.10

Marae Board Member means a Board Member as described in Rule 6.1(b).

Maori Fisheries Act means the Maori Fisheries Act 2004.

Member of Ngāti Toa Rangatira is defined in Rule 10.

Membership Committee means the committee appointed under Rule 11.13

Members' Register means the register of Members of Ngāti Toa Rangatira held and maintained by the Rūnanga in accordance with Rule 11.

New Zealand Resident means a person who is personally present in New Zealand for more than 183 days in total in a 12-month period.

Ngāti Toa Rangatira means the iwi comprising every Member of Ngāti Toa Rangatira.

Private Notice means a notice:

- (a) Sent by any means that is private to the recipient; and
- (b) Complies with Kaupapa 4 of Schedule 7 of the Maori Fisheries Act.

Public Notice means a notice:

- (a) Published in a newspaper generally circulating in the relevant area or areas; and
- (b) May also be published by pānui or electronic media, including radio and television; and
- (c) Complies with Kaupapa 4 of Schedule 7, if applicable, of the Maori Fisheries Act.

Quota means quota shares within the meaning of the Fisheries Act 1996.

Registered Member means any Member of Ngāti Toa Rangatira who is entered in the Members' Register.

Registration Form means the form used from time to time by the Rūnanga to enter the details of Members of Ngāti Toa Rangatira on the Members' Register.

Returning Officer means the person appointed to act as a returning officer under Rule 14.2.

Rules means the Rules of the Rūnanga set out in this document and any alteration, amendment, or deletion of these Rules.

Rūnanga means this incorporated society established pursuant to the Incorporated Societies Act 1908.

Settlement Cash Assets means money allocated and transferred to Te Rūnanga o Toa Rangatira pursuant to section 137(1)(f) of the Maori Fisheries Act by Te Ohu Kai Moana Trustee Limited.

Settlement Quota means the quota shares within the meaning of the Maori Fisheries Act that are allocated and transferred to a Fisheries Asset Holding Company on behalf of Ngāti Toa Rangatira by Te Ohu Kai Moana Trustee Limited.

Significant Business is defined in Rule 13.4.

Special General Meeting means a meeting held in accordance with Rule 16.

Strategic Plan means the plan developed in accordance with Rule 4.5

Subsidiary means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons that is controlled by a Corporate Entity and includes a separate enterprise, as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004, that is responsible to Te Rūnanga.

Te Tau Ihu means the part of the takiwā of Ngāti Toa Rangatira in the South Island of New Zealand, being the area of the South Island that is north of a line drawn between Kaikoura to the east and Arahura in the west.

Tikanga means the customary values and practices of Ngāti Toa Rangatira.

Tumuaki means the chairperson of the Rūnanga appointed in accordance with Rule 8.20.

Tumuaki Tuarua means the deputy-chairperson of the Rūnanga appointed in accordance with Rule 8.21.

Voting Paper means a voting paper (including any electronic voting paper) issued in accordance with Rule 14 on which the Rūnanga shall record the membership number of the voter, or in the case of a voter without a

registration number, shall have a duly completed Registration Form attached to and forming part of that Voting Paper.

Whangai means those persons who do not affiliate to Ngāti Toa Rangatira by descent from Toa Rangatira but who are adopted by a Member of Ngāti Toa Rangatira in accordance with the Tikanga of Ngāti Toa Rangatira with such Tikanga to be determined in accordance with Rule 11 or, if necessary Rule 19.

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

- 2.2. Reference to a statute or statutory provision in these Rules includes that statute or provision as amended, modified, re-enacted, or replaced from time to time.
- 2.3. References in these Rules to:
 - (a) A person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
 - (b) One gender includes the other gender; and
 - (c) The singular includes the plural and vice versa;
- 2.4. Headings are for ease of reference only and must be ignored in interpreting the Rules.

PART B - PURPOSES, OBJECTS, AND POWERS

3. KAUPAPA/PURPOSES

Purposes

- 3.1. The purposes for which the Rūnanga is established are to undertake any purpose benefiting Ngāti Toa Rangatira whether it relates to the relief of poverty, the advancement of education, improvement of health and socio-economic status, or any other matter beneficial to the community of Ngāti Toa Rangatira and all the Members of Ngāti Toa Rangatira irrespective of where those Members reside.

Objectives

- 3.2. In giving effect to the Purposes of the society, the Rūnanga may act to:
 - (a) Conserve, promote, advance, and assist Ngāti Toa Rangatira within the area bounded by the southern

mouth of the Whangaehu River to the Arahura River on the West Coast of the South Island and across to Kaikoura on the East Coast and indeed any place or places Members of Ngāti Toa Rangatira reside;

- (b) Represent all Members of Ngāti Toa Rangatira, regardless of where they reside, including acting as the Mandated Iwi Organisation, Iwi Aquaculture Organisation, or Post Settlement Governance Entity on behalf of Ngāti Toa Rangatira;
- (c) Build and hold an economic base on behalf of the Members of Ngāti Toa Rangatira;
- (d) Consider, discuss, and take action on matters relevant to the raising of the mana, and to the advancement, of the Ngāti Toa Rangatira people;
- (e) Assist Members of Ngāti Toa Rangatira to strengthen their taha tinana, taha hinengaro, taha wairua, and taha whānau, and to achieve their full potential;
- (f) Halt the decline and to promote the revival of Te Reo Māori, including increasing the number of people who are competent in Te Reo Māori and in other languages of relevance to their well-being;
- (g) Promote and support the Members of Ngāti Toa Rangatira to gain access to information on whakapapa;
- (h) Ensure that the children of Members of Ngāti Toa Rangatira are embraced by and raised under the influence of their whānau, hapū, and iwi and that they are supported so as to ensure their capacities and potential are fully developed;
- (i) Raise the quality of health among Members of Ngāti Toa Rangatira so that it is as high as that of any group in the world;
- (j) Assist Members of Ngāti Toa Rangatira in contributing to the wellbeing of their whānau, hapū, and iwi, and to Aotearoa by working to reduce the number of Members of Ngāti Toa Rangatira who are:
 - (i) In gaol or in any other place of detention;
 - (ii) In an orphanage;
 - (iii) In ill-health or in a hospital with any avoidable illness;
 - (iv) Without any occupation in which he or she is productively engaged; and

- (v) Able to justify the claim that he or she is without a place to stand.
- (k) Co-operate with any agencies (whether they be local, national, international, government or private) towards achieving positive outcomes for Members of Ngāti Toa Rangatira, including:
 - (i) Abundant employment opportunities particularly within iwi arrangements;
 - (ii) A wide range of training and educational opportunities;
 - (iii) Housing and other living conditions which are highly conducive to the enhancement and fulfillment of personal, whanau, hapu or iwi aspirations; and
 - (iv) The strengthening of communication and other systems for social advancement.
- (l) Liaise with government and other agencies to facilitate improvements in the provision of services for Maori;
- (m) Establish broad iwi policy to address the needs of Ngāti Toa Rangatira including the specific concerns of Marae.

4. POWERS OF THE RŪNANGA

- 4.1. The Rūnanga will have the powers of a natural person to do all things conducive to the attainment of any one or more of its purpose and objects, and in accordance with these Rules.
- 4.2. Without limiting the generality of the above powers, the Rūnanga shall also have the following specific powers which may only be exercised for the purpose of fulfilling its purpose and objects:
 - (a) Make grants, scholarships, or koha to any person or organisation as directed by the Board;
 - (b) Sell, purchase, lease, or hire all forms of real or personal property;
 - (c) Construct, improve, maintain, develop, manage, or control any buildings, and other works and conveniences for the purposes of the Rūnanga;
 - (d) Commence, defend, or settle any legal proceedings or arbitrations;

- (e) Raise funds for the purposes of the Rūnanga by borrowing (upon such terms and security if any as it may think fit);
- (f) Act for the benefit of Maori other than the Members, or the community generally, provided that the Board unanimously resolves to do so;
- (g) Employ and dismiss persons;
- (h) Borrow or obtain credit;
- (i) Invest the Rūnanga's funds that are not immediately required for its purposes in any type of investment;
- (j) Enter into contracts or legal arrangements with any other person that are necessary or desirable for the attainment of the Rūnanga's objectives;
- (k) Sell or dispose of assets of the Rūnanga;
- (l) Undertake or commission research which will further the objects of Te Rūnanga and to broadcast, publish, or otherwise disseminate information on its findings and activities;
- (m) To appoint Board Members to other bodies to represent the interests of Ngāti Toa Rangatira on such terms as the Rūnanga may determine.

4.3. Without limiting Rules 4.1 and 4.2, the Rūnanga:

- (a) Will have the power to establish Corporate Entities to assist in furthering the Rūnanga's purpose and objectives; and
- (b) Must establish a Corporate Entity as a Fisheries Asset Holding Company to:
 - (i) Receive the lwi Fisheries Assets; and
 - (ii) Provide any financial return on the use of the lwi Fisheries Assets to the Rūnanga; and
 - (iii) Comply with the Maori Fisheries Act.

Strategic Governance

4.4. The Board must exercise strategic governance over:

- (a) Its Fisheries Asset Holding Companies, any Fishing Enterprise, and other Corporate Entities; and
- (b) The process to examine and approve annual plans that set out:

- (i) The key strategies for the use and development of lwi Fisheries Assets of Ngāti Toa Rangatira;
- (ii) The expected financial return on those lwi Fisheries Assets;
- (iii) Any programme to:
 - A Manage the sale of annual catch entitlements derived from the Settlement Quota held by the Fisheries Asset Holding Companies; and
 - B Reorganise the Settlement Quota held by the Fisheries Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the Maori Fisheries Act.

4.5. In exercising its strategic governance the Board shall;

- (a) Prepare and maintain a Strategic Plan that sets out the strategic priorities for the Rūnanga, and any Corporate Entities, that includes aspirational targets and measurable goals towards those targets; and
- (b) Regularly consult with Members of Ngāti Toa Rangatira on the development and maintenance of the Strategic Plan

4.6. The Rūnanga may amend these Rules, in accordance with Rule 18, to extend the requirement to exercise strategic governance to any other Corporate Entity, or class of Corporate Entity, or any strategies, policies, or programmes not already specified in Rule 4.4 to Rule 4.5. For the avoidance of doubt any such additions shall not be considered to be a matter which is provided for or under the Maori Fisheries Act and Rule 18.1(b) shall not apply.

PART C - STRUCTURE AND POWERS OF THE RŪNANGA BOARD

5. STRUCTURE OF THE RŪNANGA

5.1. The structure of the Rūnanga shall include a:

- (a) Board of Board Members, as set out in Rule 6.1 and elected in accordance with Rule 6 and Rule 14;
- (b) Executive Director appointed in accordance with Rule 8.2.

6. BOARD MEMBERS

- 6.1. The Board shall comprise of eight (8) Board Members as follows:
- (a) Four (4) lwi Board Members who must be elected by Adult Members of Ngāti Toa Rangatira;
 - (b) Four (4) Marae Board Members, being:
 - (i) One (1) Takapuwahia Marae Board Members who must be elected by those Adult Members of Ngāti Toa Rangatira who affiliate to the Takapuwahia Marae;
 - (ii) One (1) Hongoeka Marae Board Members who must be elected by those Adult Members of Ngāti Toa Rangatira who affiliate to the Hongoeka Marae;
 - (iii) One (1) Wairau Marae Board Member who must be elected by those Adult Members of Ngāti Toa Rangatira who affiliate to the Wairau Marae; and
 - (iv) One (1) Wakatu Marae Board Member who must be elected by those Adult Members of Ngāti Toa Rangatira who affiliate to the Wakatu Marae.
- 6.2. Subject to Rule 6.17 Board Members shall hold office for a term of three (3) years from the date of their election.
- 6.3. Retiring Board Members shall be eligible for re-election.

Criteria for Appointment of Board Members

- 6.4. To be eligible for nomination and election as a Board Member a candidate must:
- (a) Qualify as an Adult Registered Member by virtue of Rule 10.1(a) (i.e through whakapapa) or Rule 10.1(b) (i.e as whangai);
 - (b) Be a New Zealand Resident;
 - (c) Not be disqualified by reason of any of the matters referred to in Rule 6.17(d) to 6.17(i); and
 - (d) In the case of a Marae Board Member, described in Rule 6.1(b) be recorded on the Membership Register as affiliating to the relevant Marae at the time of that candidate's nomination.
- 6.5. An employee of the Rūnanga is eligible to be nominated as a candidate for election as a Board Member, but is

not eligible to be appointed as a Board Member, despite any successful election under Rule 14, if they continue to be employed by the Rūnanga at the end of 20 Working Days following the declaration of the result of that election.

Nomination of Board Members

6.6. The Rūnanga must, no later than 40 Working Days prior to an Annual General Meeting, Special General Meeting, or Marae Meeting at which an election of Board Members will be held, publicly notify Adult Members that nominations for the position of Board Members may be lodged. Such Notice shall specify:

- (a) The number and type of Board Member positions to be filled;
- (b) The date by which nominations for such positions must be received pursuant to Rule 6.9;
- (c) The requirements of nominations, as set out in Rule 6.7 below; and
- (d) The eligibility criteria for nominees as set out in Rule 6.4 of these Rules.

6.7. Any nomination pursuant to Rule 6.5 to Rule 6.13 must:

- (a) Specify the nominee's full name, address, and contact number;
- (b) Include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Board Member on the basis of one or other of the matters specified in Rule 6.17, or 6.4 of these Rules;
- (c) Include a brief statement by the nominee containing details of experience, or other matters, relevant to the role of Board Member; and
- (d) Include the written signature of both the candidate and the nominator.

6.8. Nominations for:

- (a) Iwi Board Members may be made by any Adult Registered Member;
- (b) Marae Board Members may only be made by Adult Registered Members who are affiliated to that Marae, and confirmed by the relevant Marae Body under Rule 6.10.

- 6.9. Nominations for the position of Board Members must be received at the office of the Rūnanga no later than 25 Working Days before the General Meeting at which the election of Trustees is to be held.
- 6.10. Where nominations are received under Rule 6.9 which relate to Marae Board Members the Rūnanga shall seek confirmation of those nominations from the relevant Marae Body within five Working Days from the closing of nominations under Rule 6.9.
- 6.11. If the number of eligible persons nominated under Rule 6.9 exceeds the number of Board Members in each instance required to be elected, then the Board must arrange and conduct an election of Board Members to be held at a General Meeting in accordance with the electoral provisions set out in these Rules.
- 6.12. If the number of eligible persons nominated pursuant to Rule 6.9 is equal to the number of persons to be elected, then the Tumuaki at the General Meeting shall declare those person duly elected as Board Members.
- 6.13. In the event that the number of eligible nominees for Board Member is less than the number of vacancies in each instance required to be elected further nominations must be called for until the number of nominees is at least equal to the number of vacancies.

Election of Board Members

- 6.14. All Adult Members of Ngāti Toa Rangatira shall be eligible to vote in the election of Board Members in accordance with these Rules, and subject to Rule 6.1(b).
- 6.15. Voting for the election of Board Members must be undertaken in accordance with Rule 14.
- 6.16. The highest polling candidate in an election for a Board Member shall be appointed as that Board Member.

Cessation of office of Board Member

- 6.17. Any person shall cease to be a Board Member if he or she:
- (a) Shall have been in office for more than three years since his or her election; or
 - (b) Resigns as a Board Member by giving notice in writing to the Rūnanga; or
 - (c) Fails or neglects to attend three consecutive meetings of the Board without leave of absence, unless it appears to the other Board Members at their first meeting after the last of such absences

that there is a proper reason for such non-attendance; or

- (d) Becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Board Member; or
- (e) Is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
- (f) 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 person" for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (g) An individual who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988, or the Takeovers Act 1993; or
- (h) Is disqualified from being an officer of a charitable entity by the Charities Commission; or
- (i) Dies.

6.18. The Board Members concerned shall cease to hold office:

- (a) In a case where Rule 6.17(a) applies, from the end of the day three years after the date on which that Board Member was last elected to office;
- (b) In a case where Rule 6.17(b) applies from the date the notice of retirement shall have been delivered to the Rūnanga;
- (c) In the case where Rule 6.17(c) applies from the date of the first meeting of the Rūnanga after that Board Members third consecutive absence without leave; and
- (d) In cases where Rules 6.17(d) to 6.17(i) apply, from the date on which the Rūnanga was notified in writing of the relevant fact together with such evidence as the Rūnanga may reasonably require.

6.19. Should a vacancy arise the Board may, at its discretion, appoint as a replacement Board Member the next highest polling candidate in the election at which the Board

Member ceasing to hold office was elected.
Notwithstanding Rule 6.2, any replacement Board Member appointed under this Rule shall hold office for the remainder of the three year term of the Board Member who has ceased to hold office.

- 6.20. Should a vacancy reduce the number of Board Members below half the number specified in Rule 6.1, the vacancy shall be filled as soon as practicable in accordance with the terms of these Rules and the remaining Board Members (which shall include any Board Member who shall cease to be a Board Member under Rule 6.17) shall continue to act until that vacancy has been filled.

Transitional provisions in relation to Board Members

- 6.21. Notwithstanding the provisions of Rule 6.1, the Board of the Rūnanga shall continue to consist of the Board Members duly elected or appointed prior to these Rules coming into force until such time as determined in accordance with Rule 6.22.
- 6.22. Following these Rules coming into force the Rūnanga must determine and implement a process for the transition from the existing Board Member structure to the one provided for under Rule 6.1. Any process must:
- (a) Provide that the ceasing to hold office of current Board Members, and the election of new Board Members, establishes the basis for a rotational election process;
 - (b) Result in the composition of the Board meeting the structure of the Board as set out in Rule 6.1 within three years of these Rules coming into force.

7. KAUNIHERA KAUMATUA

- 7.1. The Rūnanga shall assist each marae in establishing and maintaining a Kaunihera Kaumatua for each marae, or other alternative arrangements, with the aim of supporting the kaumatua of each marae in upholding and preserving the tikanga, mana, ihi, wehi, tapu, and mauri of each marae so that the marae continue to be healthy and functioning.

8. POWERS AND PROCEEDINGS OF THE BOARD

Powers

- 8.1. The Board shall have strategic governance, strategic oversight, and strategic direction of the assets and operations of the Rūnanga.

- 8.2. The Board shall appoint a person to the position of Executive Director of the Rūnanga. The Executive Director shall have authority for the operation and management of the Rūnanga and its assets. Members of the Board may not be appointed as Executive Director.
- 8.3. The Executive Director may from time to time appoint, remunerate, and dismiss officers or employees of the Rūnanga in accordance with any Rūnanga Policy and Procedures and provided that no current Board Member shall be employed by the Rūnanga.
- 8.4. The Rūnanga may appoint an incorporated or unincorporated entity to provide services to the Rūnanga.
- 8.5. The office of the Rūnanga shall be at such place as the Board from time to time may notify, by such means as the Board Members determine, to the Members of Ngāti Toa Rangatira and in any website, letterhead, formal written contract, or printed publications of the Rūnanga.
- 8.6. The Executive Director shall ensure the Board has all necessary secretarial and administrative support to undertake its functions.

Meetings of the Rūnanga Board

- 8.7. The Rūnanga Board shall meet to conduct business at such intervals as the Board may decide, but not less frequently than six (6) times in each year.
- 8.8. The Executive Director of the Rūnanga may attend and participate at any Board meeting, and Rules 8.7 to 8.20 shall also apply to the Executive Director, with the exception that the Executive Director shall not have voting rights in relation to any resolution nor be counted for the purposes of achieving a quorum.
- 8.9. For the avoidance of doubt, Rule 8.8 does not prevent the Board from excluding the Executive Director from attending any particular Board meeting, or part of a Board meeting.
- 8.10. The Board may invite to such meeting whomever the Board may decide will assist with their deliberations.
- 8.11. Except as expressly provided otherwise by these Rules any matter requiring decision at a meeting of the Board Members shall be decided by a simple majority of the Board personally present and voting on the matter.
- 8.12. In the event of an equality of votes the Tumuaki shall have a second or casting vote.

- 8.13. The Tumuaki may at any time give notice convening a meeting of the Board. Such notice shall be given by letter, or by electronic means, posted to each Board Member at least 10 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.
- 8.14. In the event of postponed, urgent, and special meetings of the Board, notice convening a meeting must be given by the Tumuaki and Executive Director at least three working days prior to the meeting.
- 8.15. The quorum necessary for the transaction of business of the Board shall be a majority of the Board Members who, for the time being, have been elected, or otherwise holding office under Rules 6.19 and 6.21.
- 8.16. The Board may act notwithstanding any vacancy in their body, but if and so long as the number of Board Members holding office is less than three (3), the continuing Board Members may act only for the purposes of increasing the number of Board Members to that number or calling an Annual or Special General Meeting pursuant to Rules 15 or 16.
- 8.17. The contemporaneous linking together of the Board Members by telephone or other electronic means of communication shall constitute a meeting of the Board and the provisions of these Rules 8.7 to 8.19 as to meetings of the Board shall apply to such meetings provided the following conditions are met:
- (a) Each Board Member shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (b) Each of the Board Members taking part in the meeting must be able to hear each of the other Board Members taking part during the whole of the meeting;
 - (c) At the commencement and conclusion of the meeting the Tumuaki must call upon each Board Member to acknowledge his or her attendance;
 - (d) A Board Member may not withdraw from such a meeting unless that Board Member has previously obtained the express consent of the Tumuaki of the meeting to do so;
 - (e) A Board Member shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Board Member has previously obtained the express consent of the Tumuaki to withdraw from such a meeting.

- 8.18. Despite Rule 8.7 the Board shall hold, in each calendar year, at least one (1) meeting of the Board at a venue in Te Tau Ihu. In determining an appropriate venue the Board shall have regard to the views of the Marae Board Members appointed under Rule 6.1(b)(iii) to (iv). Rule 8.17 continues to apply to any meeting held in accordance with this Rule only if a majority of Board Members are physically present at that meeting.
- 8.19. Minutes of the proceedings of all meetings of the Board shall be recorded in a book to be kept for that purpose and shall be signed by the Tumuaki of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Tumuaki of the meeting shall contain a certificate to that effect.

Tumuaki and Tumuaki Tuarua

- 8.20. The Board shall elect one Board Member to act as Tumuaki from year to year.
- 8.21. The Board may also elect one Board Member to act as Tumuaki Tuarua either as the need arises or from year to year or for such term as the Board Members may decide. In the absence of the Tumuaki the Tumuaki Tuarua shall have and may exercise all the powers of, and shall perform all the duties of, the Tumuaki. In the absence of both the Tumuaki and Tumuaki Tuarua the Board may appoint one of their members to act as Tumuaki.

Sub-committees

- 8.22. The Board must established and maintain the following sub-committees:
- (a) A Membership Committee as required by Rule 11.13;
 - (b) An Audit and Risk Sub-Committee; and
 - (c) A Cultural Audit Sub-Committee.
- 8.23. The Board may also from time to time, as they think expedient, appoint one (1) or more Board Members to be another sub-committee for making any inquiry on such terms as the Board may decide.
- 8.24. Any sub-committee may co-opt persons who are not Board Members to be a member of that sub-committee provided that a Board Members shall chair any sub-committee.

- 8.25. When establishing a sub-committee the Board shall issue terms of reference for that sub-committee, which must also specify any powers being delegated to the sub-committee in accordance with Rules 8.26 to 8.30. The terms of reference for each sub-committee shall be available to Members of Ngāti Toa upon request.

Delegation of Powers

- 8.26. The Board may delegate in writing to any Board Members, sub-committee, or Executive Director, such of the powers of the Board as the Board Members may decide, provided that the Board may not delegate strategic governance.
- 8.27. Any person or committee acting under delegated power shall act in accordance with the terms of these Rules and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- 8.28. The Board may revoke, wholly or partly, any delegation of the powers of the Board Members at anytime.
- 8.29. Subject to any directions or terms of reference given by the Board, any person or sub-committee to which any powers of the Board have been delegated may conduct that person's or the sub-committee's affairs as that person or the sub-committee may decide.
- 8.30. The Board must, in delegating the powers of the Board, provide restrictions or Rules by, or within which, such delegated powers are to be exercised and in each case must require the delegate to report to the Board Members on any action or decision taken as delegate.

Accounts and Audit

- 8.31. The Rūnanga shall keep an account or accounts at such bank or banks as the Board may decide. Cheques, withdrawals, electronic transactions, and authorities shall be signed, approved, or endorsed, as the case may be, in accordance with any policy and procedures set by the Board.
- 8.32. The Rūnanga shall cause true accounts for each financial year to be kept in accordance with generally accepted accounting practice of all receipts, credits, payments, assets, and liabilities of the Rūnanga and all such other matters necessary for showing the true state and condition of the Rūnanga. The accounts of the Rūnanga shall be audited at least once in each year by a chartered accountant (not being a Board Member) appointed in that capacity at an Annual General Meeting.

8.33. Nothing in Rules 8.31 and 8.33 shall derogate from any other obligations of the Board in respect of accounts and audits.

Disclosure of Interest

8.34. Any Board Member who is, or may be, in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Rūnanga is or may be in any way concerned or involved shall disclose the nature and extent of that Board Member's interest to the other Board Members and shall not take part in any deliberations or decision of the Rūnanga concerning any matter in which that Board Member is or may be interested other than as a Board Member of the Rūnanga.

8.35. A Board Member will be interested in a matter if the Board Member:

- (a) Is a party to, or will derive a material financial benefit from that matter;
- (b) Has a material financial interest in another party to the matter;
- (c) Is a director, officer or Board Member 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 by the Rūnanga or any Corporate Entity or Subsidiary;
- (d) Is the parent, child, or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
- (e) Is otherwise directly or indirectly interested in the matter.

8.36. Rules 8.34 to 8.36 shall also apply to the Executive Director, where applicable.

Interests in common with iwi

8.37. Notwithstanding Rule 8.34 and 8.35, no Board Member will be interested in a matter where that Board Member is a member of an iwi and where his or her interest is not different in kind from the interests of other members of that iwi.

Recording of Interest

8.38. The Rūnanga shall hold and maintain an Interest Register for the purpose of recording matters in which Board Members may have an interest.

8.39. A Board Member must, upon becoming aware of any matter in which that Board Member is interested in accordance with Rule 8.35, disclose that interest to the other Board Members at the next meeting of Board Members. Any such disclosure of interest by a Board Member shall be recorded in the Interest Register.

Pecuniary profit and benefits and advantages

8.40. No private pecuniary profit shall be made by any person from the Rūnanga, except that (but subject to Rule 8.42):

- (a) Each Board Member may receive full reimbursement for all costs, charges, and expenses properly incurred by the Board Member in connection with the affairs of the Rūnanga;
- (b) The Rūnanga may pay reasonable remuneration to any person or firm or company (including a Board Member) in return for services actually rendered to the Rūnanga;
- (c) Any Board Member may be paid all usual professional, business, or trade charges for services rendered, time expended, and acts done by that Board Member or by any entity of which that Board Member is a partner, member, employee, or associate in connection with the affairs of the Rūnanga;
- (d) Any Board Member may retain any remuneration properly payable to that Board Member by any company or other body or firm or undertaking with which the Rūnanga may be in any way concerned or involved for which that Board Member has acted in any capacity whatever, notwithstanding that the Board Members connection with that entity is in any way attributable to that Board Members connection with the Rūnanga; and
- (e) The Rūnanga may pay an honorarium and a meeting rate to each Board Member determined by the Board on advice from the Executive Director provided that:
 - (i) The Executive Director is to base that advice on independent external advice regarding an appropriate level of remuneration for Board Members;
 - (ii) The level of any payments is no greater than that recommended by that external advice;
 - (iii) The level of payments, and the independent external advice that those payments are based on, is provided at each Annual General Meeting; and

(iv) The Rūnanga maintains a policy, available to Members of Ngāti Toa Rangatira upon request, which sets out how independent external advice will be sought and how often that advice will be refreshed.

- 8.41. No Board Member, or person associated with a Board Member, is allowed to take part in, or influence any decision made by the Rūnanga in respect of payments to, or on behalf of, that Board Member or associated person of any income, benefit or advantage. Any payments made to a Board Member, or person associated with a Board Member, must be for goods or services that advance the purposes of the Rūnanga and must be reasonable and relative to payments that would be made between unrelated parties.
- 8.42. A person, who in the course of and as part of the carrying on of his or her business of professional public practice shall not, by reason only of his or her rendering professional services to the Rūnanga or to any company by which any business of the Rūnanga is carried on, be in breach of Rule 8.40 or 8.41.

Control and Use of the Common Seal

- 8.43. The Rūnanga shall have a common seal which is to be held by the Executive Director to ensure its safe custody and control.
- 8.44. Where the Common Seal is required to be affixed to any document, the Board shall authorise two persons, being either the Tumuaki, the Executive Director, or any Member of the Board, to affix the Common Seal and those persons shall also sign the document to which the seal is attached.

9. CORPORATE ENTITY REQUIREMENTS

Maori Fisheries and Aquaculture Settlement Entities

- 9.1. The Rūnanga must ensure that it has at least one Fisheries Asset Holding Company and that, to the extent and for so long as required by the Maori Fisheries Act, that Fisheries Asset Holding Company complies with the requirements set out sections 16 and 17 of the Maori Fisheries Act.
- 9.2. If the Rūnanga wishes to establish its own fishing operation utilising annual catch entitlement from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, the Rūnanga to undertake those operations, which must not be a Fisheries Asset Holding

Company or other Subsidy to which any Settlement Quota or Income Shares of Ngāti Toa Rangatira are transferred.

- 9.3. If the Rūnanga wishes to undertake Commercial Aquaculture Activities it must establish a Corporate Entity which is separate from, but responsible to, the Rūnanga to undertake those activities. The Corporate Entity which undertakes Commercial Aquaculture Activities may be the Fisheries Asset Holding Company or the Fishing Enterprise.
- 9.4. The constitution of every Fisheries Asset Holding Company or Fishing Enterprise or a Subsidiary of any of them must require that Company, Fishing Enterprise or Subsidiary to:
- (a) Hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Purposes of the Rūnanga, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Rūnanga;
 - (b) Present an annual plan and statement of corporate intent to the Rūnanga;
 - (c) Report annually to the Rūnanga; and
 - (d) Have its accounts audited, and may provide for the Rūnanga to appoint up to two Board Members as Directors of that Fisheries Asset Holding Company or Fishing Enterprise or Subsidiary, as the case may be, provided however that at no time may the Board Members comprise more than 40% of the total number of Directors of that Company or Fishing Enterprise or Subsidiary.
- 9.5. Any alternation or amendment to the constitutional documents of a Fisheries Asset Holding Company must be made in accordance with Rule 18.

Other Corporate Entities

- 9.6. The Rūnanga may amend these Rules, in accordance with Rule 18, to provide for additional requirements or limitations on requirements of any other Corporate Entity, or class of Corporate Entity, or any strategies, policies, or programmes not already specified in Rule 9.4. For the avoidance of doubt, any such additions shall not be considered to be a matter which is provided for or under the Maori Fisheries Act and Rule 18.1(b) shall not apply.

PART D - MEMBERSHIP

10. MEMBERSHIP OF NGĀTI TOA RANGATIRA

10.1. The Members of Ngāti Toa Rangatira shall be those persons who:

- (a) Descend from Toa Rangatira and a tupuna from Toa Rangatira who migrated to the Lower North Island or Te Wai Pounamu in the early 19th century; or
- (b) Are Whangai and the descendants of any such Whangai; or
- (c) Are current spouses of any person who descends from Toa Rangatira; or
- (d) Is the parent or legal guardian of a person referred to in 10.1(a) while that descendant is under 18 years of age.

10.2. To avoid doubt, it shall not be necessary in order to be considered a Member of Ngāti Toa Rangatira for the purposes of Rule 3.1, for a Member of Ngāti Toa Rangatira to be registered in accordance with this Part D.

11. MEMBERSHIP REGISTER OF NGĀTI TOA RANGATIRA

Maintenance of Register

11.1. The Rūnanga must have, and maintain in a current state, a Membership Register that:

- (a) Includes the name, date of birth, and contact details of every Member of Ngāti Toa Rangatira who applies for registration; and
- (b) Is available for inspection by Registered Members who can view their own registration details; and
- (c) Is available for inspection by a parent, legal guardian, or other person standing in the stead of a parent, who may view the registration details of any child, ward, or other dependent under 18 years of age who was registered by such persons, whichever the case may be; and
- (d) Allocates a Member registration number to each Member of Ngāti Toa Rangatira entered in the Membership Register; and
- (e) Records the Marae that each Adult Registered Member has identified on his or her Registration Form as the Marae to which that person chooses to

affiliates, for the purpose of electing Board Members to the Rūnanga in accordance with Rule 14.

- 11.2. The Rūnanga must make ongoing efforts to register all Members of Ngāti Toa Rangatira on the Membership Register.
- 11.3. The Rūnanga may enter in the Membership Register any Member of Ngāti Toa Rangatira whose details are already held by the Rūnanga where the particulars were acquired by the Rūnanga as a result of an application on a form (not being the Registration Form) made by:
 - (a) Adult Members of Ngāti Toa Rangatira on their own behalf or by their legal guardian at the time of the application; and
 - (b) Other Members of Ngāti Toa Rangatira, who were not Adult Members of Ngāti Toa Rangatira at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and
 - (c) Other Members of Ngāti Toa Rangatira by an Adult Member of Ngāti Toa Rangatira on their behalf who, in the opinion of the Membership Committee, stood in the stead of a parent of that person at the time of the application.
- 11.4. An application to be entered in the Membership Register may be made by:
 - (a) Adult Members of Ngāti Toa Rangatira on their own behalf or by their legal guardian; and
 - (b) Other Members of Ngāti Toa Rangatira, who are not Adult Members of Ngāti Toa Rangatira, by their parent or legal guardian on their behalf; and
 - (c) Other Members of Ngāti Toa Rangatira by an Adult Member of Ngāti Toa Rangatira on their behalf who, in the opinion of the Membership Committee, stands in the stead of a parent of that person; and in each case that application must be completed on the Registration Form.
- 11.5. Any Adult Member of Ngāti Toa Rangatira at, or at any time after, application for registration as a Registered Member, or at any time whether or not on the Membership Register, may request in writing that he or she wishes to receive Private Notice of any lwi Meetings and/or Voting Papers relating to:
 - (a) The election of Board Members; or
 - (b) Any amendment to these Rules; or

- (c) The constitutional documents of any Fisheries Asset Holding Company; or
- (d) The disposal of Income Shares or Settlement Quota; or
- (e) The conversion of Quota into Settlement Quota.

11.6. The Rūnanga may amend these Rules, in accordance with Rule 18, to extend the requirement to provide Private Notice to any other matter not already specified in Rule 11.5. For the avoidance of doubt, any such additions shall not be considered to be a matter which is provided for or under the Maori Fisheries Act and Rule 18.1(b) shall not apply.

Registration as a Member of Ngāti Toa Rangatira

11.7. Subject to Rules 11.8 and 11.9, the Rūnanga must enter in the Membership Register any person:

- (a) By or on behalf of whom a valid application has been made; and
- (b) Who in the reasonable opinion of the Rūnanga meets one or more of the membership criteria set out in Rule 10.1.

11.8. The Rūnanga:

- (a) May require any person seeking registration as a Member of Ngāti Toa Rangatira to provide evidence verifying his or her affiliation to Ngāti Toa Rangatira through descent from Toa Rangatira or of any other matter referred to in Rule 10.1 and 11.7 before that person's registration is entered in the Members' Register together with such other information as the Rūnanga requests and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Rūnanga to not accept the application for registration);
- (b) May require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Ngāti Toa Rangatira through descent from Toa Rangatira and any other matter referred to in Rule 10.1 and 11.7; and
- (c) May consult with the Membership Committee in relation to any application for registration, or continued registration, as a Member of Ngāti Toa Rangatira.

11.9. A determination of the Rūnanga under Rules 11.7 to 11.8 shall be final and binding, subject to the ability of

any person to exercise their rights under Rule 19. The Rūnanga must inform the parties to any determination of its decision as soon as practicable.

Process when registration declined or removed

- 11.10. A Registered Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the Rūnanga's office.
- 11.11. If the Rūnanga considers that any information about a person received under Rule 11.7 or Rule 11.8 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by these Rules for entry of that person in the Members' Register, the Rūnanga may decline to register, or remove that person from the Members' Register, as the case may be.
- 11.12. Where an application for registration is declined, or any decision is made by the Rūnanga to remove any person from the Members' Register, the person concerned may dispute that decision of the Rūnanga and Rule 19 shall apply.

Membership Committee

- 11.13. The Board shall appoint a Membership Committee, of at least three persons, consisting of either Board Members, Kaunihera Kaumatua members, the Executive Director, or other persons, who are knowledgeable of Ngāti Toa Rangatira whakapapa to advise, or make determinations on issues of membership in accordance with Rule 11.
- 11.14. In considering any matter referred to it the Membership Committee may determine the process it shall follow, which may include providing the person concerned, and any representative that person appoints, the opportunity to attend a meeting of the Membership Committee and present the applicant's account of why he or she should be registered or remain on the Membership Register. Members of the Membership Committee shall have the discretion to take into account their own knowledge and such other matters as the Membership Committee considers will assist it in making a determination or providing advice. The Membership Committee must inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

PART E - IWI MEETINGS AND REPORTING REQUIREMENTS

12. OVERVIEW

Meetings

- 12.1. The Rūnanga may hold the following types of lwi Meetings of the Members of Ngāti Toa:
- (a) Annual General Meetings, as provided for in Rule 15;
 - (b) Special General Meetings, as provided for in Rule 16;
 - (c) Hui-a-lwi, as provided for in Rule 0.

Reporting Responsibilities

- 12.2. Without derogating from its duties under any enactment or at law, the Rūnanga has reporting responsibilities in accordance with the provisions of this Part E in relation to its own performance and the performance of any Corporate Entities.

13. IWI MEETING PROCEDURES

Business and Resolutions

- 13.1. Resolutions relating to any matter of General Business may be put at any meeting of the Rūnanga, and shall be passed if more than 50% of the Adult Members of Ngāti Toa Rangatira who are entitled to vote, and actually cast a valid vote, vote in favour of the resolution in accordance with Rule 14.4.
- 13.2. Elections for Board Members must be undertaken in accordance with Rule 6 and Rule 14.
- 13.3. Resolutions in relation to Significant Business can only be put forward at either an Annual General Meeting, or a Special General Meeting, and only if they have been notified in accordance with Rules 13.6 to 13.9. Resolutions in relation to Significant Business shall be passed if not less than 75% of the Adult Members of Ngāti Toa Rangatira who are entitled to vote and actually cast a valid vote, vote in favour of the resolution in accordance with Rule 14.3.
- 13.4. Significant Business is business which seeks to:
- (a) Make amendments to these Rules;
 - (b) Make amendments to the constitutional documents of any Fisheries Asset Holding Company or Fishing Enterprise;

- (c) Alienate lwi Fisheries Assets;
- (d) Transfer, or request Te Ohu Kai Moana to transfer, Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Rūnanga).

13.5. The Rūnanga may amend these Rules, in accordance with Rule 18, to extend the scope of Significant Business to any other matters not already specified in Rule 13.4. For the avoidance of doubt, any such additions shall not be considered to be a matter which is provided for or under the Maori Fisheries Act and Rule 18.1(b) shall not apply.

Notices and Information Requirements

13.6. Members of Ngāti Toa Rangatira shall be given not less than 20 Working Days notice of an Annual General Meeting, Special General Meeting, or a Marae Election.

13.7. Members of Ngāti Toa Rangatira shall be given not less than five Working Days notice of a Hui-a-lwi.

13.8. Notice of any meeting of the Rūnanga shall specify:

- (a) The date and time of the meeting and its venue;
- (b) The agenda for the meeting;
- (c) Where any relevant explanatory documents may be viewed or obtained;
- (d) Details in relation to any Significant Business to be considered at the meeting, being:
 - (i) The nature of the Significant Business; and
 - (ii) Advice as to whether or not a vote is to be undertaken in relation to the Significant Business;
- (e) The method of voting to be undertaken.

13.9. It shall not be necessary for the Rūnanga to provide Private Notice to an Adult Member of Ngāti Toa Rangatira where the Rūnanga believe on reasonable grounds (and have evidence supporting that belief) that the Member's contact details are not current.

Conduct of lwi Meetings

13.10. The quorum at a meeting of the Members of Ngāti Toa Rangatira shall be:

- (a) Thirty (30) Adult Registered Members in relation to an Annual General Meeting or a Special General Meeting held outside Te Tau Ihu or fifteen (15) Adult Registered Members in relation to an Annual General Meeting or Special General Meeting held in Te Tau Ihu; or
- (b) Five (5) Adult Registered Members in relation to a Hui-a-lwi; or
- (c) Five (5) Adult Registered Members in relation to a Marae Election.

13.11. No business shall be transacted at an lwi Meeting unless the quorum specified in Rule 13.10 is present.

13.12. If a quorum is not present within one hour of the time appointed for the start of an lwi Meeting the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Rūnanga otherwise determine.

13.13. The Tumuaki or, if the Tumuaki is unavailable, the Tumuaki Tuarua, will preside over and have control of every lwi Meeting. If there is no Tumuaki or Tumuaki Tuarua present at the time appointed for holding a lwi Meeting, or if either of those persons is unwilling to preside over the meeting, the Board Members present will choose one of their numbers to substitute as Tumuaki for that meeting.

13.14. Information referred to in Rule 15.3 must be made available on request in writing by any Member of Ngāti Toa Rangatira.

13.15. Any Adult Registered Member may request in writing a copy of these Rules and a copy will be provided subject to such reasonable charges as the Rūnanga require.

14. VOTING PROCEDURES

14.1. All Adult Members of Ngāti Toa Rangatira shall be eligible to vote in the election of Board Members, in accordance with these Rules and subject to Rule 6.1(b), and on any resolution put forward at an lwi Meeting.

14.2. The Rūnanga shall appoint a Returning Officer to be responsible for receiving and counting all votes cast in every election. The Returning Officer shall not be a Board Member.

14.3. Votes in relation to the election of Board Members, or resolutions in respect of Significant Business, shall be received by:

- (a) Voting Paper at the meeting at which the relevant resolution is to be put or election is to be held; or
- (b) Voting Paper received by post, or other electronic means approved by the Rūnanga, before 5pm, on the day prior to the meeting at which the relevant resolution is to be put or election is to be held.

14.4. Votes in relation to matters of General Business may be undertaken by voice or show of hands as determined by the Tumuaki. An alternative method of voting, including postal voting, may be undertaken if determined in advance by the Rūnanga and advised in accordance with Rule 13.8.

14.5. A vote cast under Rule 14.3 shall be valid:

- (a) Where the person is a Registered Adult Member, and casts their vote on a Voting Paper on which the Board have recorded the registration number of the Adult Registered Member; or
- (b) Where the person is not registered at the time of the vote, and completes a Registration Form which shall be attached to and form part of the Voting Paper; and

14.6. No vote cast by poll shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngāti Toa Rangatira has been confirmed either:

- (a) Because that person was an Adult Registered Member at the time his or her vote was cast; or
- (b) That person applied at the time that his or her vote was cast to become an Adult Registered Member, because that person's registration was accepted in accordance with Rule 11.7.

14.7. All votes cast under Rule 14.3 above shall be conducted so as to ensure that:

- (a) The manner in which a vote is cast shall be known to the Returning Officer or persons assisting the Returning Officer, but not to others;
- (b) The Returning Officer and those persons shall undertake to keep that information confidential; and
- (c) The Voting Papers are destroyed by the Returning Officer one month after the date of completion of the final count under Rule 14.

15. ANNUAL GENERAL MEETINGS

- 15.1. An Annual General Meeting of the Rūnanga shall be held no later than 31 December in each year. Subject to Rule 15.2, the meeting shall take the form of a hui at a place and time to be determined by the Tumuaki or in the event of his or her default, absence or inability, the Tumuaki Tuarua or in his or her absence or inability, the Board.
- 15.2. The Rūnanga shall ensure that at least one (1) in every four (4) Annual General Meetings is held at a venue in Te Tau Ihu. In determining an appropriate venue regard shall be had to the views of the Marae Board Members appointed under Rule 6.1(b)(iii) to 6.1(b)(iv).
- 15.3. The business of the Annual General Meeting shall include the following matters:
- (a) An annual report prepared in accordance with Rule 15.4;
 - (b) An annual plan for the next financial year in accordance with Rule 15.5;
 - (c) A report in accordance with 15.4(e) of each Fisheries Asset Holding Company, each Subsidiary (that receives lwi Fisheries Assets) and any joint venture or entity that conducts business using the lwi Fisheries Assets;
 - (d) The level of any honorarium and meeting fees paid to Board Members, and the advice that the level of those payments was based on in accordance with Rule 8.40(e);
 - (e) If relevant, any proposed resolutions;
 - (f) The election of Board Members in accordance with Rule 6 and Rule 14;
 - (g) The appointment of the auditor.
- 15.4. The Annual Report for the previous financial year must be made available not less than 20 Working Days before the Annual General Meeting that reports against the objectives set out in the annual plan for the previous year, including:
- (a) Information on the steps taken by the Rūnanga to increase the number of Registered Members; and
 - (b) A report on the Rūnanga's performance against the Strategic Plan developed under Rule 4.5; and

- (c) A comparison of the Rūnanga's performance against the objectives set out in the annual plan, including:
 - (i) Changes in the value of the Rūnanga's assets; and
 - (ii) Profit distribution; and
- (d) The annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately from settlement cash assets; and
- (e) A report giving information of the sales and exchanges of settlement quota in the previous year including:
 - (i) The quantity of settlement quota held by the asset holding company in the previous year;
 - (ii) The value of settlement quota sold or exchanged;
 - (iii) The identity of the purchaser or other party to the exchange; and
 - (iv) Any transaction with settlement quota that has resulted in a register interest by way of caveat or mortgage being placed of the quota;
- (f) Reports on:
 - (i) The performance of the entities listed in Rule 15.3;
 - (ii) The investment of money of those entities;
 - (iii) The annual plan of that entity, including:
 - A Key strategies for the use and development of Ngāti Toa Rangatira's lwi Fisheries Assets;
 - B The expected financial return on those lwi Fisheries Assets.
 - (iv) Any programme to:
 - A Manage the sale of annual catch entitlements (as defined in the Maori Fisheries Act) derived from Settlement Quota held by the Fisheries Asset Holding Company; and

B Reorganise the Settlement Quota held by the Fisheries Asset Holding Company by buying or selling Settlement Quota.

(g) A report on any proposal to change the constitutional documents of any Fisheries Asset Holding Company.

15.5. The Annual Plan for the next financial year, must include:

- (a) The objectives and goals of the annual plan, with reference to the strategic goals of the Rūnanga as set out in the Strategic Plan developed in accordance with Rule 4.5;
- (b) The policy of the Society in respect of the sales and exchanges of Settlement Quota;
- (c) Any changes in that policy from the policy for the previous year; and
- (d) Any proposal to change the constitutional documents of any Fishing Enterprise owned by the Society.

15.6. The Rūnanga may amend these Rules, in accordance with Rule 18, to extend the Annual Reporting requirements set out in Rules to apply to any other Corporate Entity, or class of Corporate Entity, or any strategies, policies, or programmes not already specified in Rules 15.3 to 15.4. For the avoidance of doubt, any such additions shall not be considered to be a matter which is provided for or under the Maori Fisheries Act and Rule 18.1(b) shall not apply.

16. SPECIAL GENERAL MEETINGS

16.1. A Special General Meeting must be convened by the Rūnanga on the request of:

- (a) The Tumuaki (or the Tumuaki Tuarua if the Tumuaki is indisposed); or
- (b) Not less than five (5) of the Board Members; or
- (c) Not less than 20 Adult Registered Members;

16.2. Any request for a Special General Meeting must state the objects for which the Special Meeting is required and be signed by those requesting the Special Meeting;

16.3. A Special Meeting must be held within 30 Working Days from the date the request was received by the Rūnanga.

17. HUI-A-IWI

- 17.1. A Hui-a-lwi must be convened by the Rūnanga at the request of:
- (a) The Tumuaki (or the Tumuaki Tuarua if the Tumuaki is indisposed); or
 - (b) Not less than five (5) of the Board Members; or
 - (c) Not less than 20 Adult Registered Members.
- 17.2. A Hui-a-lwi must be held within 30 Working Days from the date the request.
- 17.3. No resolution in relation to Significant Business may be put forward at any Hui-a-lwi. However, for the avoidance of doubt, a Hui-a-lwi may include consultation, or the provision of information, on any matters that may be, or later become, Significant Business.

PART F - ALTERATIONS TO RULES, DISPUTE RESOLUTION, AND WINDING UP

18. ALTERATION OF RULES

Changes to these Rules

- 18.1. The Rūnanga has power to amend, revoke, or add to the provisions of the Rules provided that:
- (a) No amendment may be inconsistent with the Maori Fisheries Act;
 - (b) No amendment may be made earlier than two years after the date on which the Rūnanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated lwi Organisation for Ngāti Toa Rangatira if the amendment relates to any matter provided for by or under the Maori Fisheries Act unless the amendment is required as a consequence of a Rule made or amended under section 25 of the Maori Fisheries Act.
- 18.2. An amendment may only be made if a resolution setting out the amendment is put and passed at a Annual or Special General Meeting in accordance with Rule 14.3.
- 18.3. Any Adult Member of Ngāti Toa Rangatira (including a Board Member) may put forward in writing proposals for changes to these Rules for consideration by the Rūnanga and the Rūnanga shall consider that proposal.

Changes to Constitutions of Corporate Entities

18.4. To the extent any proposal for the amendment of the constitutional documents of the Fisheries Asset Holding Company relates to a matter provided for in the Act, such amendment:

- (a) Must not be made earlier than two years after the date on which the Rūnanga is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngāti Toa Rangatira unless the amendment is required as a consequence of a Rule made or amended under section 25 of the Maori Fisheries Act;
- (b) Must be consistent with the Maori Fisheries Act;
- (c) May only be promoted if the amendment is put and passed at a General Meeting in accordance with Rule 14.3; and
- (d) Must not amend the requirement in Rule 9.4(a) in a manner which would jeopardise the charitable status of a Corporate Entity.

18.5. The Rūnanga may amend these Rules, in accordance with Rule 18, to extend the restrictions set out in Rule to any other Corporate Entity, or class of Corporate Entity, not already specified in Rule 18.4. For the avoidance of doubt, any such additions shall not be considered to be a matter which is provided for or under the Maori Fisheries Act and Rule 18.1(b) shall not apply.

19. DISPUTE RESOLUTION PROCESS

19.1. If the Rūnanga is notified in writing by any Members of a dispute between that Member and the Rūnanga then the parties must, within a reasonable time, attempt to resolve the dispute through discussion between the Member and the Rūnanga.

19.2. If the dispute has not been resolved within a reasonable time under Rule 19.1 the parties must, acting in good faith, and with a view to maintaining the mana of all parties, endeavour to agree on a process for resolving the dispute, which may include (but is not limited to):

- (a) Further discussions;
- (b) Mediation;
- (c) Determination of the dispute by an independent expert.

19.3. Where the dispute relates to a decision regarding registration of Membership under Part D or any other matter subject to the Maori Fisheries Act, then should

the parties fail to resolve that dispute, or reach agreement on the process to resolve a dispute, under Rule 19.2 that dispute shall be determined in accordance with Part 5 of the Maori Fisheries Act.

- 19.4. Where the dispute is one to which Rule 19.3 does not apply then should the parties fail to resolve that dispute, or reach agreement on the process to resolve a dispute, under Rule 19.2 then:
- (a) That dispute shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the Registrar of the Maori Land Court or its successor; and
 - (b) Should the matter not be resolved by mediation then the Board shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.
- 19.5. This Rule 19 does not apply to disputes in relation to any employment disputes between the Rūnanga and any employees. The process to be followed in relation to employment disputes shall be as set out in any employment policies developed by the Rūnanga and be subject to any relevant employment legislation.

20. WINDING UP

- 20.1. The Rūnanga may at any time be wound up voluntarily by:
- (a) The passing of a resolution to that effect at an Annual or Special General Meeting of Members of Ngāti Toa Rangatira which is carried by majority of 75% of the Members of Ngāti Toa Rangatira who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Rule 14 and no such resolution shall be passed unless Public and Private Notice in respect of that resolution has been given; and
 - (b) The confirmation of that resolution by a majority of the Members of Ngāti Toa Rangatira who attend, and cast a valid vote at, an Annual or Special General Meeting of Members convened not less than 30 days later.
- 20.2. Any resolution under Rule 20.1 may only be made if it complies with the Maori Fisheries Act and any other restrictions on the Rūnanga's powers and functions.
- 20.3. If a resolution for the voluntary winding up of the Rūnanga is passed the Members shall elect five persons or such other number not exceeding 10 persons who shall be trustees and liquidators of the Rūnanga and who shall

apply the assets of the Rūnanga first to payment of all debts, liabilities, costs, and expenses of the dissolution. If any surplus remains it shall then be settled upon trust, or gifted to any new or existing charitable entity, for charitable purposes which benefit all Members of Ngāti Toa Rangatira.