

Trust Deed

of

Te Kāhui Rongoā Trust

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Introduction

- A. For centuries in this land Iwi, Hapū and whānau cultivated, cared for and used the rongoā that we discovered in the world around us.
- B. As the tīpuna understood and refined the medicinal and curative properties of rongoā, its use and development became an intrinsic part of our wellbeing, he taonga tuku iho, hei oranga mo tātou katoa.
- C. Rongoā was accepted as a gift from the land and waters and Iwi, Hapū and whānau accepted the responsibility to be kaitiaki for it. That responsibility, as well as the knowledge of rongoā, was handed down through the generations and protected as part of the tino rangatiratanga of every Iwi, Hapū and whānau
- D. In 1840 rongoā was a taonga protected under Article Two of Te Tiriti o Waitangi. In subsequent years the ability of Iwi, Hapū and whānau to protect the rongoā and properly nurture its development was obstructed by acts and omissions of the Crown. As a result it became difficult to conserve the land and waters that gave life to rongoā and to ensure the safe and effective transmission of its knowledge and use. Yet the taonga and the knowledge survived through the will of the people and the commitment of rongoā practitioners.
- E. In its Wai 262 report, 'Ko Aotearoa Tēnei', the Waitangi Tribunal acknowledges that:
- (i) rongoā Māori is necessary to address the ongoing Māori health crisis and is a potential method to improve Māori health;
 - (ii) that the Crown has suppressed rongoā Māori and failed to adequately support traditional healing;
 - (iii) rongoā Māori services should be expanded; and
 - (iv) support to gather data is necessary to determine rongoā use and demand.
- F. In November 2011, at Waipuna Marae in Panguru, a resolution to establish a single entity uniting rongoā as one kaupapa and to provide a unified voice for rongoā Māori for Aotearoa was ratified by representatives of 10 rohe, rongoā practitioners and whanau. A name for the entity was also agreed at this meeting. For legal or ture tangata purposes, the name "Te Kāhui Rongoā" was accepted. For 'tikanga tangata' purposes, and to express the unity of rongoā whanau, the name "Te Kāhui

Tāwharautanga o ngā Rongoā” was accepted as the traditional umbrella for rongoā huri noa o te motu. The Trust Deed for Te Kāhui Rongoā Trust was made on 19 December 2011.

G. The Trustees resolved by special resolution to vary the terms of trust for Te Kāhui Rongoā Trust on the terms set out in this deed on the 25th of October 2023 and then confirmed these terms at a subsequent Trustee meeting on the 29th of November 2023.

H. Therefore:

- (i) to ensure the future practice and protection of rongoā, and recognising that the knowledge and practices associated with rongoā are integral to the well-being of all Iwi, Hapū and whānau;
- (ii) affirming that the practice and protection of rongoā is part of the authority of tino rangatiratanga guaranteed in Article Two of Te Tiriti o Waitangi;
- (iii) affirming further that the practice and protection of rongoā is a cultural right recognised in the United Nations Declaration on the Rights of Indigenous Peoples; and
- (iv) recognising also the right to develop, research and acquire funding for the development and protection of rongoā is a right implicit in Te Tiriti o Waitangi and guaranteed in the United Nations Declaration on the Rights of Indigenous Peoples,

this Trust Deed is promulgated to ensure the proper governance of rongoā according to ture tangata and thus the future protection and development of rongoā according to the tikanga tangata and tino rangatiratanga o tātou te Iwi Māori.

It is declared:

1. Interpretation

1.1. Definitions

In this Deed, unless the context otherwise requires:

Account Date means 30 June in each calendar year, or such other date as may from time to time be fixed by the Trustees as the date on which the Annual Accounts are to be prepared;

Annual Accounts means the annual accounts of the Trust prepared by the Trustees in accordance with generally accepted accounting practice for each Financial Year pursuant to clause 5.4(b).

Annual Meeting means the Meeting to be held in each calendar year under sub-clauses 1.1 and 1.2 of Schedule 3;

Annual Plan means an annual plan for the next Financial Year, that must include:

- (a) the objectives of the annual plan; and
- (a) any proposal to change the constitutional documents of the Trust;

Annual Report means the annual report for the previous Financial Year, made available not less than 10 Business Days before each Annual Meeting, that reports against the objectives set out in the Annual Plan for the previous Financial Year, including:

- (a) a comparison of the Trust's performance against the objectives set out in the Annual Plan, including:
 - (i) changes in the value of the Trust Fund; and
 - (ii) distributions made in accordance with the Charitable Purposes; and
 - (iii) the annual financial report, containing the Annual Accounts;

Assets mean Trust property of any kind, whether tangible or intangible;

Business Day means any day, other than a Saturday or Sunday, on which registered banks in Auckland and Wellington are open for business;

Chairperson means the Trustee or Trustees from time to time appointed by the Trustees under clause 5.1 of Schedule 3 to act as the Chairperson or as Co-Chairs;

Charitable Purposes has the meaning set out in clause 3.1;

Confidential Information means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of the Trust;

Conflict Transaction has the meaning given to it in sub-clause 11.1 of Schedule 3;

Conflicted Trustee is a Trustee for whom a conflict exists pursuant to sub-clause 11.1 of Schedule 3;

Deed means this deed and includes any amendments to this Deed made in accordance with this deed;

Deputy Chairperson means the Trustee from time to time appointed by the Trustees under clause 5.1 of Schedule 3 to act as deputy to the Chairperson;

Financial Year means, in relation to the Trust, the period of twelve consecutive calendar months (or such other period as the Trustees may from time to time designate) ending on the Account Date;

First Annual Meeting means the first Annual Meeting of the Trust

General Meeting means an Annual Meeting or Special Meeting, but excludes a Regular Meeting;

Hui is defined in clause 2.2 of Schedule 1;

Inland Revenue Acts has the meaning given to it in section 3(1) of the Tax Administration Act 1994;

Interested Organisation means any organisation that the Trustees consider, in their discretion, is actively involved in the health sector and is interested in rongoā;

Meeting means any Annual Meeting, Special Meeting or Regular Meeting of Trustees;

Member means any person who the Trustees consider, in their discretion, actively participates in rongoā;

Members' Register is defined in clause 7.1;

Notice means a written communication to Registered Members and Interested Organisations which:

- (a) in the case of a General Meeting must include:
 - (iv) the date and time of the meeting and its venue;
 - (v) the agenda for the meeting, including the matters on which a vote is to be taken; and
 - (vi) where any relevant explanatory documents may be viewed or obtained; and
- (b) in the case of a Regular Meeting must include:
 - (i) the date and time of the meeting and its venue; and
 - (ii) the agenda for the meeting;

Ordinary Resolution means a resolution of the Trustees approved by 50% or more of the Trustees present in person at a properly convened Meeting;

Organisations Register is defined in clause 7.8;

Prohibited Person means a person who:

- (a) 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 Trustee; or
- (b) 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
- (c) is or becomes disqualified from acting as an officer of a charitable entity pursuant to section 16 of the Charities Act 2005; or
- (d) is or ever has 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;

Registered Member means a Member registered on the Members' Register pursuant to clause 7.4;

Regular Meeting means any Meeting, other than an Annual Meeting or Special Meeting, which is agreed to be convened by the Trustees under clause 2 of Schedule 3;

Rohe means a region referred to in Schedule 4;

Special Meeting means any Meeting that is convened under clause 3 of Schedule 3;

Special Resolution means a resolution of the Trustees approved by 75% or more of the Trustees present in person at a properly convened Meeting;

Sub Committee means a sub-committee appointed by the Trustees in accordance with clause 5.2;

Subsidiary has the meaning given to it in the Companies Act 1993;

Tax Act means the Income Tax Act 2007;

Trust means the Te Kāhui Rongoā Trust constituted and established by this Deed;

Trustees mean the trustees of the Trust for the time being who are appointed as trustees under this Deed,

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed; and

Trust Office means such office as the Trustees may designate from time to time.

1.2. Interpretation of Schedules

In the interpretation of each schedule to the Deed, unless the context otherwise requires:

- (a) terms and expressions have the meanings given to them by the Deed; and
- (b) a reference to a paragraph is a reference to a paragraph of that schedule.

1.3. Statutes

Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted, or replaced from time to time.

1.4. General References

References in this Deed 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;
- (c) the singular includes the plural and vice versa;
- (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
- (e) the Deed includes its Schedules.

1.5. Headings

Headings are for ease of reference only and must be ignored in interpreting the Deed.

2. Establishment and acknowledgement of Trust

The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is the Te Kāhui Rongoā Trust.

3. Kaupapa/purposes

3.1. Charitable Purposes

The purposes for which the Trust is established are to:

- (a) nurture, protect and grow rongoā me ona tikanga in accordance with hapū and iwi tino rangatiratanga;
- (b) assist, educate and support practitioners of rongoā;
- (c) research and develop the science of rongoā;
- (d) safeguard the knowledge and cultural and intellectual property of rongoā;

- (e) develop and promote appropriate ethical guidelines for the use and acquisition of rongoā;
- (f) develop education programmes in the knowledge and use of rongoā, including standards and competencies in the practice of rongoā;
- (g) improve the health and wellbeing of Māori people;
- (h) advocate for equitable health funding for Māori people;
- (i) seek greater acceptance of rongoā among other medical practitioners and throughout Aotearoa; and
- (j) initiate and enhance exchanges with other indigenous peoples and practitioners of traditional medicine.

3.2. No non-charitable objects and purposes

The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees and the Trust shall be restricted accordingly and limited to New Zealand.

4. Appointment and powers of Trustees

4.1. Trustees

- (a) The Trustees shall be those persons who have signed this Trust Deed on the Trust Deed Date; and
- (b) shall be appointed to office in accordance with the rules set out in Schedule 1.

4.2. Cessation of office of Trustee

Any person shall cease to be a Trustee if he or she:

- (a) is removed pursuant to clause 4.1(b);
 - (b) resigns as a Trustee by giving notice in writing to the Chairperson;
- or

- (c) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
- (d) acts in such a way as to bring the Trust into disrepute; or
- (e) becomes a Prohibited Person; or
- (f) dies.

4.3. When Trustee ceases to hold office

The Trustee concerned shall cease to hold office:

- (a) in the case where clause 4.2(a) applies, from the date on which the Trustees are satisfied (acting reasonably) that the Trustee has been properly removed from office pursuant to clause 4.1(b);
- (b) in a case where clause 4.2(b) applies, from the date the notice of retirement shall have been delivered to the Chairperson;
- (c) in the case where clause 4.2(c) applies, from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (d) in the case where clause 4.2(d) applies, from the date on which the Trustees resolved that the actions of the Trustee brought the Trust into disrepute and to have them removed. The Trustee removed for bringing the Trust into disrepute will not be eligible to stand for election.
- (e) in the case where clause 4.2(e) applies, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

4.4. Vacancies

Any vacancy in the office of Trustee shall be filled by the relevant Rohe in accordance with Schedule 1, and the remaining Trustees shall continue to act until that vacancy has been filled.

4.5. Power of Trustees

To achieve the purposes of the Trust:

- (a) the Trustees shall have in the administration, management, and investment of the Trust Fund all the rights, powers, and privileges of a natural person;
- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund;
- (c) in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the Financial Year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause;

- (f) the Trustees may at any time, after payment of or provision for all reasonable costs, charges, and expenses of the Trustees in respect of the establishment, management, and administration of the Trust, pay or apply all or any of the income of the Trust for any Charitable Purpose;
- (g) if any income of any Financial Year of the Trust shall not be paid or applied in accordance with clauses 4.5(e) or (f) during or within six months from the end of that Financial Year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and
- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for any Charitable Purpose.

4.6. Specific powers

Without limiting the nature and scope of the powers of the Trustees, those powers shall include the following:

- (a) To establish an administrative base which shall include such operational staff as the Trustees may deem fit.
- (b) To purchase, take, lease, receive as a gift or loan, or otherwise acquire and hold any real and personal property of any nature.
- (c) To seek, accept and receive donations, subsidies, loans, grants, endowments, legacies, and gifts whether in money or in kind, or partly in one way and partly in the other.
- (d) To lease, let, or grant the use of land and/or buildings or parts thereof, on such terms and conditions as the Trustees may agree, for any lawful purpose, and to apply the rents, commissions, or other payment in furtherance of the Charitable Purposes.
- (e) To sell, demolish, or otherwise dispose of any real or personal property vested in the Trust on such terms and conditions as the Trustees may determine.

- (f) To participate in activities, so as to directly or indirectly benefit the Charitable Purposes, and for any Charitable Purpose, to take or otherwise acquire and hold and dispose of shares in any company having purposes similar to those of the Trust.
- (g) To enter into any arrangements with any government agency or authority regarding any rights, privileges and/or concessions which the Trustees may consider it desirable to obtain, carry out or exercise and to comply with any such arrangements, rights, privileges, and concessions.
- (h) To construct, alter, restore, improve, maintain, develop, work, manage, farm, carry out, or control any building or works or do anything in relation to such buildings or works as the Trustees may deem necessary or convenient, and to develop any land and to prepare the same for building and any other purpose consistent with any Charitable Purpose of the Trust and to do or cause to be done all matters ancillary thereto and to enter into contracts and arrangements of all kinds with architects, builders and others.
- (i) To acquire, hire, operate and maintain any machinery, persons, or goods the Trustees may deem necessary or desirable and to make such charges for the use thereof as the Trustees may deem reasonable.
- (j) To enter into contracts of employment or service with any person, body, or society (whether incorporated or not), and to pay remuneration for services rendered as the Trustees may see fit.
- (k) To lend money to any person, body, or society (whether incorporated or not), on such terms as the Trustees may think fit and to guarantee the performance of contracts by any such persons, but only in furtherance of the Charitable Purposes.
- (l) To borrow money with or without security, to pay interest on any monies borrowed at such rate as may be negotiated with the respective lenders, and to secure any monies so borrowed by mortgage or other assets of the Trust subject to such terms and conditions as the Trustees think fit.

- (m) To invest, subject to the terms of any trust or grant or endowment, any money held by or on behalf of the Trust in any securities in such other manner as the Trustees may approve, and to deposit the same subject as aforesaid so as to yield interest in such manner as the Trustees may approve.
- (n) To draw, make, accept, endorse, discount and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (o) To adopt such means of making known the activities and Charitable Purposes of the Trust as the Trustees deem expedient and in particular, but not so as to limit the means, by advertising in the press, by attendance at meeting, by circular and any publication of books, periodicals, brochures, maps and any other press periodical and books.
- (p) To print, publish, distribute, and sell, any books, articles, research monographs, pictures, photographs, maps and any other works upon such terms and conditions as agreed with the authors thereof, as the Trustees may think fit and on commission and make grants to authors at the discretion of the Trust.
- (q) To obtain any provision, order, or Act of Parliament, or town planning ordinance, classification, designation or bylaw to enable the Trustees to carry out any Charitable Purpose or for any other purpose which in the opinion of the Trustees is directly or indirectly conducive to the carrying out any Charitable Purpose and to oppose any proceedings, applications, classification, designations, ordinances or by laws which may seem to be likely to directly or indirectly prejudice or injure the interests and Charitable Purposes of the Trust.
- (r) To pay all or any of the expenses incurred in and in connection with the preparation of these rules and the establishment of the Trust.
- (s) To appoint managers, agents and attorneys in New Zealand, for all or any of the purposes of the Trust and to remunerate such

managers, agents or attorneys for their services by way of salary or commission, or partly by one mode and partly by the other mode, to act as managers, agents or attorneys, or to accept the agency for any person body or society, whether incorporated or not, on such terms as the Trustees think fit.

- (t) To apply the Trust Fund and income of the Trust, however derived, towards all or any of the Charitable Purposes as the Trustees may in their absolute discretion think fit.
- (u) To do all or any of the above things as principals, agents, contractors, or otherwise by or through agents or otherwise and either alone or in conjunction with others.
- (v) To do all such other things as may be incidental or conducive to the attainment of any of the Charitable Purposes or the foregoing powers.

4.7. Control of Funds

The Trustees shall have the following powers and obligations in relation to the control of the Trust Fund:

- (a) To receive and disburse funds from government, local bodies, legislative institutions, incorporated or unincorporated bodies, legislative bodies, charitable bodies, or any person or persons which may assist with the Charitable Purposes.
- (b) Any monies received by way of fees, subscriptions, grants, or loans on behalf of the Trust, shall be receipted and lodged promptly in the bank account designated by the Trust. Signatories shall be appointed with signing authority.
- (c) Auditors may be appointed to examine and report on any financial reports for any General Meeting of the Trust, or for any other reason if the Trustees consider it reasonably necessary.
- (d) The Trustees shall, as part of the Annual Plan, present a budget for the forthcoming Financial Year at each Annual Meeting.

4.8. Mandatory duties in relation to this Deed

The Trustees must, at all times:

- (a) know the terms of this Deed;
- (b) act in accordance with the terms of this Deed;
- (c) act honestly and in good faith;
- (d) act to further the charitable purposes of the Trust; and
- (e) exercise their Trustee powers for a proper purpose.

4.9. Default duties of the Trustees

The Trustees must, at all times:

- (a) In the course of their management and administration of the Trust, the Trustees must exercise the care and skill that is reasonable in the circumstances, having regard, in particular:
 - (i) to any special knowledge and experience that a Trustee has or that a Trustee holds out as having; and
 - (ii) if a Trustee acts as a trustee in the course of their business or profession, to any special knowledge or experience that is reasonable to expect of a person acting in the course of that kind of business or profession.
- (b) When exercising any power to invest all or part of the Trust Fund, exercise the care, diligence, and skill that a prudent person of business would exercise in managing the affairs of others, having regard, in particular:
 - (i) to any special knowledge and experience that a Trustee has or that a Trustee holds out as having; and
 - (ii) if a Trustee acts as a trustee in the course of their business or profession, to any special knowledge or experience that is reasonable to expect of a person acting in the course of that kind of business or profession.
- (c) A trustee must not exercise a power of a trustee directly or indirectly for the trustee's own benefit.

- (d) The Trustees must actively and regularly consider whether they should be exercising any of their powers as Trustees under this Deed.
- (e) The Trustees must not bind or commit other Trustees to a future exercise or non-exercise of any discretion that they are able to exercise as a Trustee under this Deed or at law.

The Trustees do not need to avoid conflicts of interest; however they must declare any conflicts of interest and follow the process set out in schedule 3 and immediately upon becoming aware that they are, or may be, interested (as defined in rule 12 of schedule 3).

- (f) Except as otherwise expressly stated in this Deed, the Trustees will act on the decisions of the majority of the Trustees with respect to their management and administration of the Trust Fund, with such decisions to be made in accordance with the terms of, and processes set out in, this Deed.

4.10. Acceptance of liability

Each Trustee accepts the duties, obligations and liabilities attaching to that office under this Deed when he or she signs this Deed or otherwise becomes a Trustee.

5. Management of the Trust

5.1. General

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) Any individual may be appointed as an officer or employee of the Trust but, no Trustee may be appointed as an employee.
- (c) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and

conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 5.7) in support of that appointment on those terms.

- (d) The office of the Trust shall be at such place as the Trustees may from time to time determine.

5.2. Sub-Committees to the Trust

- (a) From time to time the Trustees may appoint Sub-Committee(s) to assist in meeting the Charitable Purposes of the Trust.
- (b) Membership and size of Sub-Committees shall be determined by the Trustees who will also provide the parameters by which the Sub-Committee shall operate. At all times the majority of a sub-committee will be current Trustees in order to ensure accountability of the sub-committee to the Trustees.
- (c) A Sub-Committee can only make recommendations to the Trustees.
- (d) Members of a Sub -Committee shall not be entitled to any remuneration for their services as such, but shall be entitled to reimbursement for reasonable expenditure by way of travelling and accommodation expenses and other out-of-pocket expenses incurred in connection with the business of the Trust as approved by the Trustees.

5.3. Delegation of powers

- (a) To the extent permitted by law and subject to section 67 of the Trusts Act 2019, the Trustees may delegate any power or discretion exercisable by the Trustees, in writing and on such terms as the Trustees think fit, to any officer, employee, manager, agent, committee, attorney or other person nominated or appointed by the Trustees, provided that:
 - (i) the Trustees may not delegate strategic governance;

- (ii) in the case of any entity appointed under clause 5.1(c), the delegation shall be personal to the person nominated by that entity to act as a delegate of the Trustees;
- (iii) any delegated power or discretion must be exercised in accordance with the terms of this Deed and any terms set or directions given by the Trustees;
- (iv) the Trustees may wholly or partly revoke or modify any such delegation at any time;
- (v) no such delegation will release the Trustees from their responsibilities as trustees of the Trust; and
- (vi) the Trustees will continue to review and monitor the actions of any person to whom powers or discretions are delegated under this clause 5.3

5.4. Accounts and Audit

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Subject to clause 4.7(b), withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide.
- (b) Annual Accounts must be prepared by a chartered accountant for each Financial Year.
- (c) Those Annual Accounts must be presented at the next Annual General Meeting and are to be made available to members on request.
- (d) If requested by the Department of Internal Affairs (Charities Services) or the Inland Revenue Department, or if required by law, or if the Trustees resolve to do so, the Financial Statements and Statements of Service Performance will be audited by a qualified auditor or chartered accountant (not being a Trustee) in public practice appointed for that purpose by the Trustees.

- (e) Nothing in this clause 5.4 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

5.5. Benefits or Advantages

- (a) Notwithstanding anything to the contrary in this Deed (but subject to clause 5.5(b)), no person with some control over the business of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:
 - (i) each Trustee will be entitled to remuneration in accordance with Schedule 2;
 - (ii) each Trustee may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustee in connection with the affairs of the Trust;
 - (iii) the Trustees may pay reasonable and proper remuneration to any person or firm or company (including a Settlor and a Trustee) in return for services actually rendered to the Trust;
 - (iv) each Trustee may be paid all usual professional, business or trade charges for services rendered, time spent, and acts done by the Trustee or by any firm or entity of which the Trustee is a member, employee, or associate in connection with the affairs of the Trust; and
 - (v) each Trustee may retain any remuneration properly payable to the Trustee by any company or other body or firm or undertaking with which the Trust may be in any way concerned or involved for which the Trustee has acted in any capacity, notwithstanding that the Trustee's connection with that company or body or firm or undertaking is in any way attributable to the Trustee's connection with the Trust.
- (b) Clause 5.5(a) does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over the business of the

Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage, without compromising the charitable tax status of the Trust.

- (c) In this clause 5.5:
 - (i) benefit or advantage has the meaning given to it in section CW42(8) of the Tax Act; and
 - (ii) person with some control over the business has the meaning given to it by sections CW42(5)-(7) of the Tax Act.

5.6. Incorporation as Charity

- (a) The Trustees may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.
- (b) Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.
- (c) No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority under which any document was sealed or in whose presence it was sealed.

5.7. Guiding principles

- (a) The Trustees may develop and adopt tikanga based policies as guiding principles of the Trust.
- (b) If the Trustees adopt tikanga based policies in accordance with clause 5.7(a), the Trustees must have particular regard to the relevant policies when performing their functions and obligations as Trustees.

- (c) Any tikanga based policies developed and adopted by the Trustees do not override or derogate from the Trustees' obligations at law.

6. Meetings

6.1. Trust to hold Meetings

The Trustees must hold:

- (a) Annual Meetings in accordance with clause 1 of Schedule 3;
- (b) Regular Meetings in accordance with clause 2 of Schedule 3; and
- (c) Special Meetings in accordance with clause 3 of Schedule 3.

6.2. Proceedings at Meetings

The provisions relating to Meetings of the Trustees are set out in Schedule 3.

7. Register of Members and Interested Organisations

7.1. Members' Register

The Trustees must, on behalf of each Rohe, have and maintain in a current state, a register of Members (the Members' Register) that:

- (a) records the name and contact details of every Member who applies for registration and is subsequently registered as a Member, pursuant to clause 7.3;
- (b) records the Rohe in which every Member resides and/or practices (There being no issue if a member resides and/or practices in more than one Rohe, but the registration confirms which Rohe through which the member elects to participate in Rohe Elections and hui etc ; and
- (c) is available for inspection by the Registered Members to view their own registration details.

7.2. Application to be entered on Members' Register

An application to be entered on the Members' Register may be made by Members by completing the Registration Form.

7.3. Registration as a Member

Subject to clauses 7.4-7.7, the Trustees must enter in the Members' Register any person:

- (a) by whom a valid application has been made; and
- (b) who qualifies as a Member.

7.4. Verification

The Trustees may require any person seeking registration as a Member to provide evidence verifying his or her eligibility to be registered as a Member before that person's registration is entered in the Members' Register, together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration).

7.5. Trustees may decline to register, or remove person from Members' Register

If the Trustees consider that any information about a person received under clause 7.4(a) or 7.5 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 this Trust Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the Members' Register.

7.6. Registration not necessary

To avoid doubt, it shall not be necessary, in order to be considered a Member for the purposes of clause 3.1, for a Member to be registered in accordance with this clause 7.

7.7. De-registration by Member

To avoid doubt, 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 Trust's office.

7.8. Register of Interested Organisations

The Trustees must, on behalf of each Rohe, have a register of Interested Organisations (the Organisations Register) that:

- (a) records the name and contact details of every Interested Organisation who applies for registration and is subsequently registered as an Interested Organisation, pursuant to clause 7.10;
- (b) records the Rohe to which every Interested Organisation associate; and
- (c) is available for inspection by the Interested Organisations to view their own registration details.

7.9. Application to be entered on Organisations Register

An application to be entered on the Organisations Register may be made by Interested Organisations by completing the Registration Form.

7.10. Registration as an Interested Organisation

The Trustees have complete discretion about whether or not to enter an organisation in the Organisations Register. Any decision by the Trustees to enter or decline to enter an organisation in the Organisations Register is final and binding on that organisation.

7.11. Notice of General Meetings and Hui

Any Member or Interested Organisation at, or at any time after, application for registration as a Registered Member or Interested Organisation (as the case may be) may request in writing that he, she, or it wishes to receive Notice of:

- (a) any General Meetings of the Trust; and
- (b) any Hui held pursuant to Schedule 1 within the Rohe to which that Registered Member or Interested Organisation associates.

7.12. Notice not Necessary

It shall not be necessary for the Trust to provide a Notice to a Registered Member or Interested Organisation where the Trustees believe on reasonable grounds (and have evidence supporting that belief) that the Registered Member's or Interested Organisation's contact details are not current.

8. Records

8.1. Records of minutes and resolutions

The Trustees must ensure that a record of all meetings and resolutions of the Trustees is prepared and entered into a minute book kept by the Trustees in respect of the Trust. That minute book and related documents may be kept online for example using software like Boardpro. Once confirmed by the Trustees, the Chairperson or other person chairing the Meeting must sign the minutes as a true and correct record. Every minute purporting to be so signed will be prima facie evidence of the facts stated in the minute.

- (a) The Trustees must also keep the records of Rohe Minutes and Resolutions provided to them from those Rohe following meetings, elections, and other events. The responsibility for creating and providing those records lies with the Rohe trustees.

8.2. Copies

The Trustees will keep all core documents as required by law relating to the Trust. A digital copy of those core documents will comply with this requirement.

8.3. Confidential Information

- (a) Other than as required by law, the Trustees may, in their discretion, limit the disclosure of any Confidential Information included in the registers maintained in accordance with clauses 8.1 or 8.3.
- (b) The Trustees will not at any time use or disclose to any person (other than as authorised by the Trustees) any Confidential Information.
- (c) Nothing in clauses 8.7(b) prohibits the disclosure of Confidential Information:
 - (i) which is or becomes part of the public domain through no act or omission of the Trustees;
 - (ii) by operation of law, provided that the Trustees have taken all practical legal steps to prevent such disclosure;

- (iii) by a Trustee with the prior written approval of the remaining Trustees; or
- (iv) by a Trustee to a related party of the Trust, provided that the Trustee procures that the related party protects that Confidential Information on the same terms as this clause 8.7.

9. Liability, indemnity, and insurance

9.1. Limitation of Liability

No Trustee is liable for the consequence of any act or omission, or for any loss, unless the consequence or loss is attributed to his or her dishonesty, or to the willful commission or gross negligence by him or her of any act known by him or her to be a breach of trust arising from a Trustee's dishonesty, willful misconduct, or gross negligence.

9.2. Action by Trust

The Trust may indemnify or provide insurance for any person who is a Trustee in respect of any costs incurred by that person in any proceedings:

- (a) bought by the Trust against any person in his or her capacity as Trustee; and
- (b) in which judgment is given in that person's favour, or he or she is acquitted, or relief is granted to him or her by the Court.

9.3. Action by a third party

The Trust may indemnify, or provide insurance for any person who is a Trustee in respect of any costs incurred by that person in any proceedings:

- (a) brought by any person other than the Trust against that person in his or her capacity as Trustee; and
- (b) which do not result from a failure by that Trustee to act in good faith.

9.4. Record of indemnity

The Trustees will ensure that particulars of any indemnity given to or insurance provided for any person under sub-clauses 9.2 and 9.3 are recorded in the minutes of the Meeting at which that indemnity or insurance is approved.

9.5. Past and future

In this clause:

- (a) Trustee includes a former Trustee;
- (b) indemnity includes relief or excuse from liability; and
- (c) proceedings include civil, criminal, and administrative proceedings.

10. Planning and Reporting

10.1. Accountability

The Trust is accountable for its performance to the Registered Members and therefore has planning and reporting responsibilities in relation to its performance in accordance with this clause 10.

10.2. Trustees to approve Annual Plan

No later than one calendar month before the commencement of each Financial Year, the Trustees will approve the Annual Plan for that Financial Year.

10.3. Trustees to approve Annual Report

No later than 30 Business Days before each Annual Meeting, the Trustees will finalise and approve the Annual Report for the Financial Year immediately preceding the Financial Year in which that Annual Meeting is held.

10.4. Annual Report to be made available

The Trustees will make the Annual Report approved under sub-clause 10.3 available to be inspected by any Registered Member where there is a reasonable request made for it.

11. Winding up of Trust

11.1. The Trust may be wound up if:

- (a) a majority of the Registered Members at a General Meeting pass a resolution to wind up the Trust;
- (b) a second meeting is held, not earlier than 30 days after the first meeting to confirm or reject the resolution to wind up the Trust;
- (c) at the second meeting, a two thirds majority of the Registered Members confirm the resolution to wind up the Trust; and
- (d) at least fourteen days written notice is given for each meeting called for the purpose of winding up.

11.2. Upon a winding up for any reason the surplus assets and funds of the trust after payment of all liabilities shall be applied towards any charitable organisation or body within New Zealand which has a similar charitable purpose or purposes. If the Trustees are unable to decide how the surplus property prior to wind up should be applied, such property shall be disposed of as a judge of the High Court of New Zealand directs.

12. Alteration of Trust Deed

12.1. Subject to any relevant legislation for the time being in force relating to charitable trusts, the Trustees have power by deed:

- (a) to amend, revoke or add to any of the provisions of this Deed unless to do so would amend, revoke, or add to the Charitable Purposes or would enable a payment or application of any part of the Trust Fund in a manner that is inconsistent with the Charitable Purposes; and
- (b) notwithstanding paragraph (a) of this clause, to amend, revoke or add to this Deed including the Charitable Purposes if and to the extent that is necessary to do so for the Trust to qualify as a charitable trust under the Tax Act,

provided that an amendment may only be promoted if a resolution that the amendment is for the collective benefit of the Registered Members is put and passed as a Special Resolution at a Regular Meeting in accordance with Schedule 3.

12.2. Proposals to amend

Any Registered Member may put forward in writing a proposal for changes to this Deed for consideration by the Trustees, and the Trustees shall consider that proposal.

13. Resettlement

13.1. The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Charitable Purpose, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

- (a) the resettlement may only be promoted if a resolution supporting it is put and passed as a Special Resolution at a Regular Meeting in accordance with Schedule 3; and
- (b) the resettlement is upon trusts that are charitable according to the laws of New Zealand and have as their purposes one or more of the Charitable Purposes.

14. Registration

The Trustees must:

- (a) register the Trust with the Charities Commission in accordance with the Charities Act 2005 and the Tax Act; and
- (b) ensure that the Trust remains registered and complies with all requirements of the Charities Act 2005 necessary to ensure continued charitable status under the Act or other relevant legislation that means that the charitable tax status of the Trust does not depend on compliance with the Charities Act 2005.

This Amended Trust Deed is signed by all the Trustees relying on the passing of the special resolution at the Trustee hui held on the 25th of October 2023 which was further confirmed at the Trustee hui on the 29th of November 2023. This Deed comes into effect on the 29th of November 2023 following the confirmation of the terms and amendments in full. This Trust Deed is able to be counter-signed by the trustees and/or completed by digital signatures of the trustees and witnesses.

SIGNED by _____

in the presence of:

Witness signature

Print Name

Witness Occupation

Place of residence

SIGNED by _____

in the presence of:

Witness signature

Print Name

Witness Occupation

Place of residence

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in the presence of:

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Place of residence

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in the presence of:

Witness signature

Print Name

Witness Occupation

Place of residence

Schedule 1: Election provisions

1. Interpretation

In this Schedule, unless the context otherwise requires:

Declaration Form means the declaration form attached as Attachment A to this Schedule;

Hui is defined in clause 2.2 of this Schedule;

Hui Information is defined in clause 4.1 of this Schedule; and

Kaiwhakahaere is defined in clause 3.1 of this Schedule.

2. Minimum Requirements for Election of Trustees

2.1 Application of this Schedule

This Schedule applies to the election and removal by a Rohe of Trustees to the Trust.

2.2 Minimum Requirements

Each Rohe may elect or remove a Trustee to or from the Trust in accordance with their own processes, but those processes must meet the minimum requirements for the election of Trustees to the Trust, being:

- (a) the election must take place at a properly convened hui (**Hui**) that has been notified to and approved by the Trust in accordance with clause 3 of this Schedule;
- (b) the Hui must be notified:
 - (i) to all Interested Organisations;
 - (ii) to all Registered Members that associate with the Rohe;
and
 - (iii) at least once in a newspaper circulating within the Rohe;
- (c) that notification of the Hui pursuant to clause 2.2(b) of this Schedule must:

- (i) be provided to the Interested Organisations and Registered Members at least 10 Business Days prior to the Hui;
- (ii) include a biographical profile of the candidates with the following information:
 - A. relevant experience such as governance, financial or business experience;
 - B. history of involvement with and knowledge of the practice of rongoā Māori;
 - C. the names of two referees who support the nomination of the candidate; and
- (iii) be advertised pursuant to clause 2.2(b)(iii) at least 15 Business Days prior to the Hui; and
- (d) following the hui, the Rohe must supply the Trust with:
 - (i) an attendance register recording all attendees at the Hui;
 - (ii) a copy of the resolution appointing the relevant Trustee;
 - (iii) a copy of the minutes of the Hui endorsed by at least five attendees; and
 - (iv) a properly completed Declaration Form.

2.3 Minimum requirements for nomination as Trustee

Any person seeking nomination as a Trustee must:

- (a) be a Registered Member;
- (b) have the support of Members in their rohe, evidenced by hui, reports, and minutes; and
- (c) commit to all of the following Trustee requirements:
 - (i) attend all Meetings unless excused;
 - (ii) possess a working knowledge of this Trust Deed;

- (iii) possess a working knowledge of the Trust's obligations under trust law and other relevant legislation;
 - (iv) adhere to the Trust's procedures;
 - (v) be able to articulate personal and responsible views in Trust discussions;
 - (vi) have a basic understanding of the issues presented to the Trust at each Meeting;
 - (vii) be able to analyse and prioritise issues and be willing to make informed decisions for the benefit of all Members; and
 - (viii) be prepared to actively participate in Trustee development workshops and opportunities; and
- (d) not be a Prohibited Person.

2.4 Election and Removal of a Rohe Trustee

- (a) A Rohe has the mana to elect and/or remove a Trustee at any time.
- (b) A Rohe, through its members, can remove a trustee before they complete their term. Those members must file with the Trust a notice in writing that they wish to remove the Rohe Trustee and trigger an election.
- (c) The notice must be signed by 10 current Rohe Members to show sufficient support for the request for removal.
- (d) The Trustees are to acknowledge the request for removal and an election.
- (e) The election must take place within four months of the request being made.
- (f) The Rohe Trustee who is not the subject of the request is to lead the process for an election in accordance with the process set out in this Schedule
- (g) In the event that the application for removal applies to the sole Rohe

Trustee or both the current Rohe Trustees, the rest of the Trustees will agree to appoint Trustees to run and oversee the process, as many as they consider necessary. The Trustees may also consider appointing a suitably experienced independent person to lead or support that process, for example a pukenga, accountant, or lawyer. The costs of that independent support are to be covered by the Trust.

- (h) If the application for the removal of a trustee is considered unsound by the majority of the trustees (excluding those the subject of the removal application) the trustees can request that a Rohe hui be held for the Rohe Members to consider the request for removal and confirm the outcome. After which the trustees must confirm by majority decision if the request is validly made and that an election to replace the removed Rohe Trustee is to take place.

3. Elected Term and Rotation

3.1 Maximum Term

A Trustee term is three years from the date of election. Retiring Trustees shall be eligible for re-election, however no Trustee shall hold office for a period longer than three terms.

3.2 Rotation of Trustees

- (a) At the first trustee meeting in a calendar year, the trustees will confirm which trustees are due to retire by completing their three year term and which trustees, if any, wish to retire before completing their term at that year's annual meeting.
- (b) If there 7 or more trustees completing their term or wishing to resign then there will be no need to consider the issue of rotation.
- (c) Where a trustee indicates that they wish to retire that year, this must be recorded in the minutes and will be evidence of a vacancy for that Rohe requiring an election. A resignation of this kind cannot later be withdrawn.
- (d) In the event that the number of trustees completing their term and wishing to retire that year prior to the annual meeting are seven or less, then the

trustees will undertake a process to randomly select trustees so that there are at least seven vacancies to be addressed in the rohe elections that year prior to the annual meeting.

4. Election procedure

4.1 Request for Election

A Rohe that is required to elect a Trustee to the Trust pursuant to clause 3 of this Schedule must provide to the Trust:

- (a) details of the proposed Hui at which that election is to be made, including the date, time, and venue of the proposed Hui;
- (b) details of how that Hui is to be advertised (including a copy of the proposed advertisement); and
- (c) the name of the person responsible for organising and holding the Hui (the Kaiwhakahaere),

(together, the **Hui Information**).

4.2 Approval for Election

- (a) Subject to clause 4.3 of this Schedule, the Trust will advise the Kaiwhakahaere in writing within five Working Days of receipt of the Hui Information under clause 4.1 of this Schedule of whether or not the Trust considers that an election at the proposed Hui will be sufficient for the purpose of electing a Trustee.
- (b) If the Trust advises the Kaiwhakahaere pursuant to clause 4.2(a) that an election at the proposed Hui will be sufficient for the purpose of electing a Trustee, the Trust must provide to the Kaiwhakahaere the names and addresses of all Registered Members and Interested Organisations that associate with the Rohe for which the proposed Hui is to be held.

4.3 Trust may suggest amendments or request further information

Within five Working Days of receipt of the Hui Information under clause 4.1 of this Schedule, the Trust may, in writing to the Kaiwhakahaere:

- (c) suggest amendments to the procedure at the proposed Hui; or

- (d) request further information in addition to the Hui Information in relation to that proposed Hui,

and the Kaiwhakahaere will amend the proposed process for that Hui accordingly and re-submit the Hui Information to the Trust for the purposes of clause 4.1 of this Schedule.

4.4 Election

If the Trust approves the holding of the Hui under clause 4.2 of this Schedule, the Kaiwhakahaere must advertise and hold the Hui in accordance with the Hui Information, including by providing Notice to all Registered Members and Interested Organisations who have requested to receive Notice of the Hui.

4.5 Declaration

Within five Working Days of the Hui, the Kaiwhakahaere must cause to be completed in full and provide the Declaration Form to the Trust.

4.6 Confirmation of Election of Trustee

If the Trust is satisfied that the Declaration Form is in order, within five Working Days of the receipt by the Trust of the Declaration Form, the Trust will:

- (a) notify the Kaiwhakahaere in writing:
 - (i) of the Trust's view that the Declaration Form is in order;
and
 - (ii) that the Trustee or Trustees elected at the Hui will be duly appointed as a Trustee at the next Annual Meeting;
and
- (b) amend the Trustee register.

5. Appointments generally

5.1 Timing of Appointments

Any Trustee elected at such a Hui will take office immediately. Changes to the Trusteeship will be announced at the next Annual Meeting.

5.2 Vacation of office by Trustee

If a Trustee vacates, is unavailable to take office when called upon or is otherwise removed from office during the term, that vacancy shall be replaced by election of another trustee in accordance with this schedule as soon as reasonably possible.

5.3 Certain persons prohibited from holding office

No person is permitted to be a Trustee if he or she is a Prohibited Person.

6. Records

6.1 Records of minutes and resolutions

The Rohe Trustees must ensure that a record of all meetings and resolutions of the members of their Rohe are kept and provide copies of those to the Trustees to maintain in their records. The minutes, resolutions or outcomes should be confirmed by the signatures of those Rohe Trustees (or Rohe Trustee if there is at the time only one). Every record so signed will be prima facie evidence of the facts stated in the minute. Where those minutes, resolutions or outcomes require action by the Trust or a response from the Trustees, the Rohe Trustees are to raise those relevant details at the next available Trustee meeting in order to progress those decisions of the Rohe. These minutes, records and resolutions may be kept in digital form, provided they still otherwise comply with these requirements.

Attachment A: Declaration Form

Te Kāhui Rongoā Trust

Declaration Form

This form is to be used by a Rohe to advise the Trust of the outcome of elections for Trustees by the Rohe. The Rohe, through the Kaiwhakahaere, must ensure that this form is completed in its entirety and sent, once completed, to the Trust.

1. Rohe details

Please indicate in the space provided below the Rohe as listed in Schedule 2 of the Trust deed to which this form relates.

Rohe: _____

2. Copies of Advertisements

*Please attach to this form copies of the public and private notices (**Notices**) that were used to advise and inform of the election hui (**Hui**). The attached copies should indicate the media in which the Notices were placed and the date on which the Notices appeared in those media, being at least 15 Business Days prior to the Hui. Notices made via social-media, website and email will be enough to comply with this requirement. Public notices in newspapers are not required.*

3. Declaration of the results of the Hui

The declaration below must be completed and signed by the Kaiwhakahaere of the Hui, as advertised in the Notices. The Kaiwhakahaere must insert the names of the elected Trustee(s) at the Hui in the table provided below.

I, as Kaiwhakahaere of the Hui, declare and confirm:

- (a) that I was the Kaiwhakahaere of the Hui;

- (b) that the Hui was run in accordance with the information provided to the Trust Prior to the date of the Hui;
- (c) all those present at the Hui who were Interested Organisations or Registered Members on the date of the Hui were able to cast a vote at the Hui; and
- (d) as a result of the votes cast at the Hui, the persons named in column 2 of the table below were elected as Trustees of the Trust.

Current Trustees

Newly Elected Trustees

SIGNED: _____

DATE: _____

NAME: _____

Schedule 2: Remuneration of Trustees

1. Trustees entitled to remuneration

- a) Each trustee that attends trustee meetings will be entitled to a reasonable meeting fee.
- b) Remuneration for trustees will be decided by the trustees by resolution passed with at least 75% support.
- c) The trustees will clearly record in the annual accounts the meeting fee a trustee is entitled to receive and when the resolution setting that fee was made. The trustees will also clearly record in the annual accounts the total amount paid to trustees for meeting fees in the period being reported.

Schedule 3: Meetings

1. Annual Meeting

1.1 The Trust will in each calendar year, hold a Meeting as its Annual Meeting in addition to any other Meetings and in any event no more than 15 months after the date of the last Annual Meeting of the Trust, hold a General Meeting for the Registered Members, to be called its Annual Meeting, and will at that meeting:

- (a) receive and present the Annual Accounts for the Financial Year just completed;
- (b) present and review the Annual Report;
- (c) announce the names of any retiring or newly appointed Trustees (as the case may be);
- (d) undertake all other notified business;
- (e) consider such other matters as the Trustees may deem appropriate; and
- (f) at the discretion of the chairperson of the meeting constitute the forum in which the Registered Members may raise and debate such other issues as they may wish.

2. Notice

The Trust will give at least 15 Business Days' notice of the date, time, venue, and agenda of any Annual Meeting, such notice to be:

- (a) sent (in the first instance) to all Registered Members at the last email address shown for each such Registered Members on the Register; and
- (b) posted on the website for the Trust and on any other relevant electronic or social media platforms.

3. Regular Meetings

In addition to the Annual Meeting, the Trustees may in the course of any Meeting, agree to convene one or more Regular Meetings on a date or dates that they in their discretion fix, provided that a Regular Meeting is held at least quarterly.

4. Special Meetings

Any Meeting that is requisitioned by the Chairperson, the Deputy Chairperson, or a group of Trustees under sub-clause 6.1 of this Schedule will be a Special Meeting, and the Trustees will specify that Meeting as such in the notice calling it. The Trust will give at least 15 Business Days' notice of the date, time, venue, purposes for which the meeting has been requested

and specific agenda items proposed of any Special Meeting, such notice to be:

- (a) sent (in the first instance) to all Registered Members at the last email address shown for each such Registered Members on the Register; and
- (b) posted on the website for the Trust and on any other relevant electronic or social media platforms,

5. Election of Chairperson and Deputy Chairperson or Co-Chairs

- 5.1** At the first meeting of the Trustees following an election, the Trustees will appoint two trustees as co-chairs. The decision to adopt this approach is to be made in the normal way by decision of the trustees.
- 5.2** The Co-Chairs, if elected, are to agree to a division of roles as required of a Chairperson in this Deed and confirm that approach with the trustees support.
- 5.3** In the event the Co-Chairs fail to act in a united fashion on ordinary processes of Trust organisation, for example, on the issue of calling meetings, the trustees will at the next trustee hui re-visit the election of Co-Chairs in order to address this by either replacing one or both of the Co-Chairs or replacing them with a Chairperson and a Deputy Chairperson (the appointment of a Deputy Chairperson being optional).
- 5.4** Where there are Co-Chairs, they are to follow the Co-Chair policy in place at the time.
- 5.5** The preferred approach is for there to be two co-chairs. However, in the event that the trustees cannot pass a resolution to appoint Co-chairs, then they may elect to instead select one (1) of their number to be Chairperson, and (at their discretion) another to be the Deputy Chairperson.
- 5.6** The officeholders referred to in rule 5.1-5 shall hold office for a term of no more than 3 years (provided that they are eligible for re-appointment for a further term of 3 years) unless they retire or are removed earlier.

6. Power to call Special Meetings

6.1 Trustees will on the written requisition of either:

- (a) the Chairperson;
- (b) the Deputy Chairperson if at the relevant time the Chairperson is indisposed or not in New Zealand; or
- (c) not less than 40% of Trustees,

convene a Special Meeting in accordance with the requisition.

6.2 A Special Meeting convened under sub-clause 6.1 of this Schedule is to be convened and conducted in the same manner, or as close as possible, as that in which Regular Meetings are to be convened and conducted by the Trustees and the requisite period of notice for the resolutions proposed is to be given.

- 6.3** Any reasonable expenses incurred by the requisitionists as a result of the failure of the Trustees to convene a Special Meeting that has been properly requisitioned is to be re-paid to the requisitionists by the Trustees.
- 7. Resolutions and length of notice of meetings**
- 7.1** Subject to clauses 12 and 13 of the Trust Deed, any resolution is to be put as an Ordinary Resolution.
- 7.2** In the case of a Meeting at which it is proposed to put a Special Resolution, each Trustee is to receive not less than 15 Business Days' notice in writing of the Meeting.
- 7.3** In the case of a Meeting at which it is proposed to put an Ordinary Resolution, the Trustees (unless the business of that meeting includes any proposal that is proposed to be put as a Special Resolution) is to receive not less than 10 Business Days' notice in writing of the Meeting.
- 7.4** Each notice of a Meeting or other communication required under this Deed to be given to a Trustee is to be:
- (a) in writing;
 - (b) marked for the attention of that Trustee; and
 - (c) (c) made by personal delivery, by post or e-mail to the Trustee at the address recorded for that Trustee on any register maintained by the Trustees for this purpose.
- 7.5** No notice or other communication will be effective until received. It will, however, be deemed to have been received by the addressee:
- (a) in the case of an e-mail, on the Business Day on which it is transmitted or, if transmitted after 5:00 p.m. on a Business Day or despatched on a non-Business Day, on the next Business Day after the date of dispatch;
 - (b) in the case of personal delivery, when delivered; and
 - (c) in the case of a letter, on the second Business Day after posting by Fastpost.
- 7.6** Any Meeting will, notwithstanding that it is called by shorter notice than that provided in sub-clauses 7.2 or 7.3 of this Schedule (as the case may be), be deemed to have been properly convened if, prior to the Meeting proceeding to business it is so agreed in writing:
- (a) in the case of a Meeting where the business comprises only one or more Ordinary Resolutions, by a majority in number of the Trustees; or
 - (b) in the case of a Meeting where the business comprises one or more Special Resolutions, by 75% of the Trustees.

8. Proceedings at Meetings

The Trustees will meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they consider necessary or expedient for the conduct of the affairs of the Trust.

- 8.1** No business is to be transacted at any Meeting unless the required quorum of Trustees is present throughout the entire Meeting.
- 8.2** The quorum for a Meeting at which one or more Special Resolutions is to be proposed is 75% or more of Trustees represented in person. If a quorum is not present the Meeting will be abandoned.
- 8.3** The quorum for a Meeting at which the only resolutions to be proposed as Ordinary Resolutions is, other than as provided in sub-clause 8.4, 50% or more of Trustees represented in person.
- 8.4** The Chairperson or, failing him or her, the Deputy Chairperson, will preside over and have control of every Meeting.
- 8.6** If there is no Chairperson or Deputy Chairperson present at the time appointed for holding a Meeting, or if either of those persons is unwilling to preside over the Meeting, the Trustees present will choose any of their number to substitute as Chairperson for that Meeting.
- 8.7** Subject to sub-clauses 8.2 and 8.12 of this Schedule, at any Meeting, a resolution put to the vote of the Meeting will be decided by the Chairperson, Deputy Chairperson or other person chairing the Meeting by counting the votes cast by voice or, if requested by any Trustee, on a show of hands or by secret ballot. The declaration of the Chairperson, Deputy Chairperson or other person chairing the Meeting that a resolution has been carried, or lost, by the requisite majority and an entry to that effect specifying the numbers of votes cast for and against (and abstentions) in the book containing the minutes of the proceedings of the Trust will be conclusive evidence of the passing of that resolution.
- 8.8** Subject to clause 8.12 of this Schedule, the only persons entitled to vote at a Meeting are the Trustees. In the event of an equality of votes, neither the Chairperson, the Deputy Chairperson nor other person chairing the Meeting, is to have a second or casting vote. In the event of an equality of votes, the resolution put to the vote of the Meeting will not pass.
- 8.9** Each Trustee is entitled to cast one vote in his or her own capacity on any resolution put to a Meeting.
- 8.10** Any Registered Member may attend Meetings of the Trust provided that that Registered Member:
- (a) may not speak except during the period fixed for general debate at the Annual Meeting or at any other Meeting during which the Trustees resolve to permit general debate; and

- (b) will forthwith leave any Meeting at which the Chairperson, Deputy Chairperson or other person chairing the Meeting, at their absolute discretion so directs.

8.11 Without limiting the generality of clause 8.10, the Chairperson, Deputy Chairperson or other person chairing the Meeting may direct that any Registered Member attending the Meeting must leave the Meeting because Confidential Information is to be discussed.

8.12 The Trustees may determine in their discretion the voting process for the purpose of a vote by the Registered Members under clauses 11, 12 or 13 of this Deed.

9. Resolutions in writing

A resolution in writing signed by 75% of the Trustees shall be as effective as if it had been passed at a Meeting. Such a resolution may consist of several like documents each signed, or otherwise agreed to, in writing, by one or more of the Trustees and may be sent by post or e-mail transaction.

10. Telephone and video conference link

10.1 For the purposes of these rules a teleconference meeting or meetings via online forums between a number of Trustees who constitute a quorum will be deemed to constitute a Meeting of the Trustees. All the provisions in these rules relating to meetings will apply to teleconference or online meetings so long as the following conditions are met:

- (a) all the Trustees for the time being entitled to receive notice of a Meeting will be entitled to notice of a teleconference or online meeting linked for the purposes of such Meeting;
- (b) throughout the duration of the teleconference or online Meeting each of the trustees taking part in such a Meeting must be able to hear each of the other Trustees taking part; and
- (c) at the commencement of the teleconference or online Meeting each of the Trustees must acknowledge his or her presence for the purposes of that Meeting to all the other Trustees .
- (d) a Trustee may not leave the teleconference or online Meeting by disconnecting his or her telephone, video conferencing connection or other means of communication, unless he has previously obtained the express consent of the Chairperson, Deputy Chairperson or other person chairing the Meeting.
- (e) a Trustee will be conclusively presumed to have been present and to have formed part of the quorum at all times during the Meeting unless he or she has previously obtained the express consent of the chairperson of the

Meeting to leave the meeting or has been disconnected and failed to reconnect with the Meeting.

- (f) a minute of the proceedings at such Meeting will be sufficient evidence of such proceedings and of the observance of all necessary formalities if the minute has been certified as a correct minute by the Chairperson, Deputy Chairperson, or other person chairing that Meeting.

11. Conflicts

11.1 If a Trustee is interested (as set out in rule 12 of this schedule) in any transaction entered into, or to be entered into, by the Trust, the following provisions will apply:

- (a) A Trustee, immediately upon becoming aware that he or she is, or may be, interested in the transaction, must disclose to the Trustees:
 - (i) their interest in the transaction; and
 - (ii) the nature of their interest and either the monetary value of their interest, if the monetary value of the interest is able to be quantified, or, if the monetary value of the interest is not able to be quantified, the extent of their interest.
- (b) The interest of the Trustee in relation to the transaction must be recorded in the minute book kept by the Trustees in respect of the Trust.
- (c) In the case of a Trustee, the Trustee will not be entitled to vote or participate in any discussion on any matter relating to a transaction that they are Interested in, but the Trustee may:
 - (i) attend any meeting of Trustees at which any matter relating to the transaction arises and (to the extent applicable) be involved in deliberations and vote on all other items of business at that meeting; and
 - (ii) sign any written resolution of the Trustees, sign any other document relating to the transaction on behalf of the Trust, and do anything else as a Trustee in relation to the transaction, as if he or she were not interested in the transaction.
- (d) if a Conflicted Trustee contravenes paragraphs (b) to (c) of this sub-clause, his or her vote or other decision will not be counted, and neither will the Conflicted Trustee be counted in the quorum present at the

meeting, and the clauses in this schedule will be deemed to be varied accordingly.

11.3 When a Conflict Transaction exists for a Trustee (the Conflicted Trustee), the Chairperson, Deputy Chairperson or other person chairing the Meeting may require the Conflicted Trustee to leave the meeting.

11.4 If the Conflicted Trustee does not leave the meeting, the Chairperson, Deputy Chairperson, or other person chairing the Meeting may adjourn the meeting until the Conflicted Trustee does leave.

12. Definition of Interested Trustee

Definition of Interested Trustee

- (a) is a party to, or will derive a material financial benefit from, that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer, or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust or any subsidiary of the Trust;
- (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.

13. Memoranda of Understanding and Relationship Agreements

13.1 The Trustees are empowered to consider and enter any memorandum of understanding or relationship agreements provided that these present opportunities and benefits to the Trust and its Members and do not expose the Trust or its members to risk or cost and are not contrary to the intentions, aspiration and vision of the Trust as expressed in this Deed.

13.2 Decisions to enter into a memorandum of understanding or relationship agreement can be made in the normal way by majority decision.

Schedule 4: Rohe

1.	Ngai Tahu / Kai Tahu
2.	Kahungunu
3.	Tainui
4.	Tairāwhiti
5.	Wairiki
6.	Ngāpuhi Nui Tōnu
7.	Whanganui
8.	Taranaki
9.	Te Ūpoko o Te Ika
10.	Te Tau Ihu
11.	Tāmaki Makaurau

1. The Trustees may add another Rohe by amendment to this Trust Deed.
2. As with all amendments to the Trust Deed, this decision must be made with 75% support of the trustees.
3. In the event of a proposal to add another Rohe, the trustees shall carefully consider the proposal. As part of that consideration the Trustees will direct that the Rohe Trustees for the Rohe that will be effected by the addition of a Rohe call a hui to consider that proposal. That hui should include a vote on the support for the addition of a Rohe and resolutions from the Rohe Members as to the impact of the addition of the new Rohe on the current Rohe.
4. The Trustees are to take that vote and those resolutions into account when considering whether to add a new Rohe to the Trust structure, but they are not bound by the outcomes of the vote or those resolutions.
5. The Trustees are also to consider the size, character, and membership of new Rohe as proposed, and the impact that this would have on the operation of the Trust, and the operation of those effected Rohe.
6. The Trustees may, but are not required, elect to raise the proposal of the addition of a new Rohe at the Annual General Meeting in order to receive feedback from Members on the proposal. The Trustees are not bound to adopt the outcome of any discussion or resolutions on the proposal at that Annual General Meeting.

7. Current trustees are able to be involved in the creation of a proposal to form a new Rohe, and doing so is neither a breach of their duties as trustees, nor a conflict of interests, and they are not able to be subject to any claims against them on that basis.
8. Where a new Rohe has been added through this process, the Trustees are, as soon as reasonably possible, to call an election for Trustees for that Rohe. Until that election has been properly completed, the Rohe is not to be considered having Trustee representation. The current Trustees are to select from their group which Trustees are to lead and oversee this Election process.