

Appendix 10: Te Whakakitenga o Waikato Incorporated Rules

TE WHAKAKITENGA O WAIKATO

INCORPORATED

RULES

STATEMENT

These are the Rules of Te Whakakitenga o Waikato Incorporated in the form approved at the Meeting of Members on 29 November 2015, and are in substitution for the previous rules.

Moana-Towhangai
Signature of Member

[Signature]
Signature of Member

[Signature]
Signature of Member

Maxine Moana-Towhangai
Name of Member

Jay-Rimus Te Whakahirua Rapana
Name of Member

Rahui Pappa
Name of Member

TABLE OF CONTENTS

| | | |
|----|--|----|
| 1 | NAMES | 1 |
| 2 | REGISTERED OFFICE | 1 |
| 3 | OBJECTS | 1 |
| 4 | DEFINITIONS | 2 |
| 5 | MEMBERS OF TE WHAKAKITENGA O WAIKATO | 7 |
| 6 | FINANCIAL STATEMENTS | 11 |
| 7 | ANNUAL GENERAL MEETING | 12 |
| 8 | HALF-YEARLY GENERAL MEETINGS | 12 |
| 9 | GENERAL MEETINGS | 13 |
| 10 | TRIENNIAL SPECIAL MEETINGS, REMOVALS AND ELECTIONS | 13 |
| 11 | NOTICE | 14 |
| 12 | QUORUM | 15 |
| 13 | VOTING | 15 |
| 14 | CONDUCT OF MEETINGS | 15 |
| 15 | CODE OF CONDUCT AND CONFLICT OF INTEREST | 15 |
| 16 | MEMBERS OF TE ARATAURA | 16 |
| 17 | REMUNERATION | 21 |
| 18 | DUTIES AND RESPONSIBILITIES OF TE ARATAURA | 21 |
| 19 | DELEGATION AND COMMITTEES | 23 |
| 20 | ALTERATIONS TO THE RULES | 23 |
| 21 | WINDING UP | 24 |
| 22 | COMMON SEAL | 24 |
| 23 | AUDIT | 24 |
| 24 | DISPUTES | 24 |
| | SCHEDULE 1 HAPUU OF WAIKATO | 26 |



| | |
|--|-----------|
| SCHEDULE 2 BENEFICIARY MARAE OF WAIKATO AS AT THE DATE OF THE RULES | 27 |
| SCHEDULE 3 | 29 |
| PART A: FORM OF ELECTION CERTIFICATE – ELECTED MEMBERS | 29 |
| PART B: FORM OF CERTIFICATE OF CONSENT | 31 |
| SCHEDULE 4 | 32 |
| PART A: TE WHAKAKITENGA O WAIKATO RESERVED MATTERS | 32 |
| PART B: TE ARATAURA MATTERS | 35 |
| SCHEDULE 5 CODE OF CONDUCT | 37 |
| SCHEDULE 6 PROCEDURE FOR MEETINGS | 39 |
| 1 INTERPRETATION | 39 |
| 2 APPLICATION OF THIS SCHEDULE | 39 |
| 3 AGENDA | 39 |
| 4 IRREGULARITIES IN NOTICE OF TE WHAKAKITENGA O WAIKATO MEETING | 39 |
| 5 TIME LIMIT AT MEETINGS | 40 |
| 6 APOLOGIES AND LEAVE OF ABSENCE | 40 |
| 7 DELEGATIONS | 40 |
| 8 PETITIONS | 40 |
| 9 PUBLIC ACCESS AT MEETINGS | 41 |
| 10 PROVISION OF PUBLIC EXCLUDED INFORMATION | 41 |
| SCHEDULE 7 HOHOU TE RONGO | 42 |

A. J. D.
MMJ

TE WHAKAKITENGA O WAIKATO INCORPORATED

RULES

1 NAMES

The name of the Society is 'Te Whakakitenga o Waikato Incorporated' usually known as Te Whakakitenga o Waikato.

The name of the executive committee of Te Whakakitenga o Waikato is 'Te Arataura'.

2 REGISTERED OFFICE

The registered office of Te Whakakitenga o Waikato will be at such place as Te Whakakitenga o Waikato from time to time determines. Due notice of every change of registered office must be given to the Registrar of Incorporated Societies in accordance with the Act. The registered office of Te Whakakitenga o Waikato Incorporated on the date of these Rules is at 451 Old Taupiri Road, Ngaaruawaahia.

3 OBJECTS

The objects for which Te Whakakitenga o Waikato Incorporated is established are as follows:

- (a) To uphold, support, strengthen and protect the Kiingitanga (which incorporates the principles of unity, the retention of the tribal base in collective ownership, and co-operation among peoples).
- (b) To protect, advance, develop and unify the interests of Waikato-Tainui.
- (c) To foster among the members of Waikato-Tainui and in the application of these Rules the principles of whakaiti, rangimaarie and kia tuupato and other tikanga of Waikato-Tainui.
- (d) To achieve and support the existing and future settlements of the Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui.
- (e) To act as trustee of the Waikato Raupatu Lands Trust established by the Lands Trust Deed.
- (f) To act as trustee of the Waikato Raupatu River Trust established by the River Trust Deed.
- (g) To do or cause to be done all such other things as the Members of Te Whakakitenga o Waikato consider necessary or desirable for the attainment of all or any of the Objects, which are consistent with the spirit and intent of the 1995 Deed of Settlement between Waikato-Tainui and the Crown, and the Trust Deeds.



4 **DEFINITIONS**

4.1 In these Rules, unless the context otherwise requires:

Act means the Incorporated Societies Act 1908.

Alternate Member has the meaning given to that term in Rule 5.1.9.

Annual General Meeting means an annual general meeting of the Members held pursuant to Rule 7.

Balance Date means 31 March in each year, or such other date as may otherwise be determined by Ordinary Resolution from time to time.

Beneficiary has the meaning given to that term in the Lands Trust Deed.

Chairperson of Te Arataura means the chairperson of Te Arataura from time to time elected pursuant to Rule 16.3 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Arataura.

Chairperson of Te Whakakitenga o Waikato means the chairperson of Te Whakakitenga o Waikato from time to time elected pursuant to Rule 5.5.1 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Whakakitenga o Waikato.

Chief Executive Officer or *CEO* means the senior manager of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust, who provides governance and executive support to Te Whakakitenga o Waikato and Te Arataura.

Code of Conduct means the code of conduct in the form set out in Schedule 5.

Conflict of Interest Policy means the conflict of interest policy adopted by Te Whakakitenga o Waikato from time to time.

Control includes:

- (a) of a company by a person where:
 - (i) the person determines the composition of the board of directors of the company or has the capacity to do so; or
 - (ii) the board of directors of the company is accustomed to act in accordance with the instructions, directions or wishes of the person; or
 - (iii) the person holds or owns (alone or with its Related Companies):
 - (A) the majority of the issued shares of the company;
 - (B) the majority of the issued shares of the ultimate holding company of the company; or



- (C) the majority of any securities or other rights granted by the company entitling holders to distributions based on the profits, earnings or net liquidation proceeds of the company;
- (b) of a trust by a person where:
- (i) the person is the sole trustee of the trust;
 - (ii) the person controls the appointment of the trustees;
 - (iii) the composition of the board of directors of any trustee company of the trust is determined by the person or the person has the capacity to do so;
 - (iv) the board of directors of any trustee company of the trust is accustomed to act in accordance with the instructions, directions or wishes of the person; or
 - (v) the person holds or owns (alone or with its Related Companies):
 - (A) the majority of the issued shares of any trustee company of the trust;
 - (B) the majority of the issued shares of the ultimate holding company of any trustee company of the trust; or
 - (C) the majority of the units, securities or other rights granted by the trust entitling holders to distributions from the trust.

Deputy Chairperson of Te Arataura means the deputy chairperson of Te Arataura from time to time elected pursuant to Rule 16.3 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Arataura.

Deputy Chairperson of Te Whakakitenga o Waikato means the deputy chairperson of Te Whakakitenga o Waikato from time to time elected pursuant to Rule 5.5.1 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Whakakitenga o Waikato.

Dispute means:

- (a) any dispute or disagreement between:
 - (i) Members;
 - (ii) Members and members of Te Arataura; or
 - (iii) members of Te Arataura;
- (b) any issue, complaint or dispute raised by any person referred to in paragraph (a) arising out of or in connection with these Rules;
- (c) any other matter which is required by the Rules to be dealt with by Hohou Te Rongo; or



- (d) any dispute or disagreement in relation to processes adopted by a Marae for the election of Members (including the results of any election).

Disqualified Member has the meaning given to that term in Rule 5.3.3.

Elected Members means the members of Te Whakakitenga o Waikato elected from time to time in accordance with Rule 5.1.

Election Certificate means a certificate in the form of the certificate set out in Part A of Schedule 3.

Financial Year means a year ending on and including a Balance Date and beginning on the date following the preceding Balance Date except in the case of the last Financial Year, ending on the date that Te Whakakitenga o Waikato is wound up.

General Meeting has the meaning given to that term in Rule 9.1.

Half-Year means the six months from the first day of April to the 30th day of September in any Financial Year.

Half-Yearly General Meeting means a half-yearly general meeting of the Members pursuant to Rule 8.

Hapuu means each of the 33 hapuu of Waikato named in Schedule 1.

Head of the Kaahui Ariki means the person who for the time being is recognised by Waikato as the Head of the Kaahui Ariki. The Head of the Kaahui Ariki as at the date of these Rules is Kiingi Tuheitia.

Hohou Te Rongo means the process set out in Schedule 7.

Indemnities mean the indemnities given under Rule 16.6.1 and 16.6.2.

Indemnified Person means each person who:

- (a) is a member of Te Arataura;
- (b) is an employee of Te Whakakitenga o Waikato or any Related Entity;
- (c) is a Member and/or an Officer of Te Whakakitenga o Waikato;
- (d) is, or is deemed to be, an officer or director (or equivalent) of any Related Entity at the request or with the approval of Te Whakakitenga o Waikato;
- (e) is appointed as a director (or equivalent) of any Related Entity by Te Whakakitenga o Waikato;
- (f) is deemed to be a director of any Related Entity by virtue of his or her performance of duties as an employee of Te Whakakitenga o Waikato or the relevant Related Entity; or

Handwritten signature and date, possibly 'R. P. P.' and '2007'.

(g) is an employee or officer of Te Whakakitenga o Waikato or of any Related Entity who has been notified in writing by Te Arataura that in his or her current position he or she is an Indemnified Person,

and includes all former members, employees, officers and directors.

Kaahui Ariki Representative means the person who is appointed as the representative of the Head of the Kaahui Ariki pursuant to Rule 5.4.

Lands Trust Deed means the deed dated 10 November 1995 creating the Waikato Raupatu Lands Trust as varied from time to time.

Marae means:

- (a) the beneficiary marae named in Part A of Schedule 2;
- (b) each beneficiary marae named in Part B of Schedule 2 upon and with effect from the date on which the marae authorises signing of, and signs ratification by that marae, of the 1995 Deed of Settlement between Waikato-Tainui and the Crown; and
- (c) such other marae as may be added to the fifth schedule to the Lands Trust Deed in accordance with its terms,

but will not include any marae, whether now named in that fifth schedule or not, the name of which has been deleted from the fifth schedule in accordance with the terms of the Lands Trust Deed.

Marae Representatives has the meaning given in Rule 16.1.1(a).

Meeting means a meeting of the Members and includes an Annual General Meeting, Half-Yearly General Meeting, a General Meeting, any Triennial General Meeting and any Triennial Special Meeting.

member of Waikato means any person who is a member of the Iwi of Waikato.

Members means the Elected Members and the Kaahui Ariki Representative.

Objects means the objects of Te Whakakitenga o Waikato set out in Rule 3.

Officers of Te Whakakitenga o Waikato means the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato, appointed from time to time pursuant to Rule 5.5.1.

Ordinary Resolution means a resolution approved by a majority of more than 50% of Total Marae Votes.

Procedure for Meetings means the procedure for meetings in the form set out in Schedule 6.



Related Company has the meaning given to that term in the Companies Act 1993.

Related Entity means any entity over which Te Whakakitenga o Waikato or the trustee of the Trusts, has Control.

River Trust Deed means the deed dated 29 August 2008 as amended by deed of amendment dated 1 December 2008 creating the Waikato Raupatu River Trust and as varied from time to time.

Roll means either the Main Roll or the Supplementary Roll, as each term is defined in Lands Trust Deed.

Rules mean these Rules from time to time in force and includes any alteration or amendment, and *Rule* means a rule of these Rules.

Secretariat means the office established by Te Arataura pursuant to Rule 18.3(f).

Special Resolution means a resolution approved by a majority of more than 75% of the Total Marae Votes.

Te Arataura means the executive committee of Te Whakakitenga o Waikato as described in Rule 16 with its duties and responsibilities outlined in Rule 18 and Part B of Schedule 4.

Te Whakakitenga o Waikato Reserved Matters means each of the matters set out in Part A of Schedule 4.

Total Marae Votes means the sum of votes to which all Marae are entitled pursuant to Rule 13.1 and Schedule 2.

Triennial General Meeting means every third Annual General Meeting and as at the date of these Rules, the next such Meeting is due to occur in or around 2017.

Triennial Special Meeting has the meaning given to that term in Rule 10.

Trust Deeds means the deeds creating the Trusts (including the Lands Trust Deed, the deed dated 10 November 1995 establishing the Waikato Land Acquisition Trust, the deed of declaration of trust dated on or about 18 March 1999, in respect of certain assets of the Tainui Maaori Trust Board and the River Trust Deed).

Trusts means the Waikato Raupatu Lands Trust, the Waikato Land Acquisition Trust, the trust created in respect of certain assets of the Tainui Maaori Trust Board (by deed dated on or about 18 March 1999), the Waikato Raupatu River Trust and any other trust created from time to time by Te Whakakitenga o Waikato (or with the approval of the Members) for the benefit of Waikato.

Waikato and Waikato-Tainui means the Waikato descendants of the Tainui waka, being the 33 Hapuu named in Schedule 1.

Te Whakakitenga o Waikato Incorporated or *Te Whakakitenga o Waikato* means the principal governing body of Waikato-Tainui, incorporated under the Act.

4.2 In these Rules unless the context otherwise requires:



- 4.2.1 Words importing the singular include the plural and vice versa.
- 4.2.2 Headings are included for convenience of reference only and do not affect the interpretation of these Rules.
- 4.2.3 Reference to Rules and Schedules are to rules and schedules of these Rules. In the event of any conflict between the terms of the Rules and any Schedule, the Rules prevail.
- 4.2.4 Reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time.
- 4.2.5 "Including" and similar words do not imply any limitation.

5 MEMBERS OF TE WHAKAKITENGA O WAIKATO

5.1 Election of Members

- 5.1.1 Each Marae is entitled to elect two Marae representatives as Elected Members.
- 5.1.2 Every representative elected by a Marae pursuant to Rule 5.1.1 must:
 - (a) be a Beneficiary;
 - (b) be a beneficiary of the electing Marae as recorded on the Roll;
 - (c) not be disqualified from membership by reason of Rule 5.3.1 or otherwise be a Disqualified Member; and
 - (d) be elected pursuant to an election held in accordance with this Rule 5.1.
- 5.1.3 The two representatives of a Marae will (at the election of that Marae) be elected by Beneficiaries of that Marae either:
 - (a) at a Hui-aa-Marae (a meeting of the Marae) duly convened and notified for the purpose; or
 - (b) pursuant to a postal, electronic, email and/or similar ballot duly organised for the purpose, sent to the Beneficiaries of that Marae,and (in either case) the election process adopted by a Marae must give all the Beneficiaries of the Marae aged 18 years and over a fair and reasonable opportunity to participate in the election of the Marae representatives.
- 5.1.4 Written notice of an election to be held by a Marae pursuant to Rule 5.1.3 must be sent to the address of every Beneficiary of that Marae aged 18 years and over (as recorded on the Roll) not less than 14 clear days before the date of the meeting or closing date for the ballot.

The notice must state the place, day and hour of the Hui-aa-Marae or (in the case of a postal, electronic, email and/or similar ballot) include ballot papers with sufficient explanation for completion and delivery of ballot papers, and the closing date for the ballot.



In the case of a Hui-aa-Marae, a copy of the notice of meeting must also be published in The Waikato Times not less than seven clear days before the date of the meeting.

- 5.1.5 Promptly upon the election of its representatives pursuant to this Rule 5.1, each Marae must give written notice to the Secretariat of the results in an Election Certificate, signed by the newly elected representatives as evidence of their consent to be Members and to be bound by these Rules.

On or as soon as practicable after the date on which a proper Election Certificate is received by the Secretariat, the Secretariat will publish the names of the representatives elected by that Marae in The Waikato Times.

- 5.1.6 Each representative elected by a Marae pursuant to this Rule 5.1 will be deemed to be an Elected Member from the later of:

- (a) the commencement of the Triennial Special Meeting immediately following the Triennial General Meeting after the applicable Marae election; or
- (b) the date on which the applicable Election Certificate is received by the Secretariat.

- 5.1.7 Any dispute or disagreement as to election process (including the results of any election) or membership is to be dealt with by Hohou Te Rongo as set out in Schedule 7, and where the dispute or disagreement is raised by any person who is not a Member initiating that dispute by notice under this Rule 5.1.7 provided that person agrees, in that notice, to be bound by the processes set out in Schedule 7.

- 5.1.8 Within 6 months of the date of these Rules, each Marae will, through a decision of its Marae Committee (*Marae Decision*), determine which two of its three Marae representatives elected to hold office from the Triennial Special Meeting held immediately prior to the date of these Rules (the *Early Election*) will continue as the elected representatives of that Marae and which may be an Alternate Member for the purposes of these Rules and for the remainder of the then current term to ensure the number of Elected Members for each Marae is reduced from three to two. The third representative elected at the Early Election will continue as a Member (unless disqualified in accordance with these Rules) until date of that Marae Decision. The provisions of Rules 5.1.1, 5.1.3, 5.1.4 and 5.1.5 will not apply to that decision, provided that the Marae must promptly notify its Beneficiaries and the Secretariat in writing of the Marae Decision.

- 5.1.9 Each Marae may, at any time, under Rule 5.1.8 or pursuant to an election held in accordance with this Rule 5.1.3 appoint a representative to act as alternate Elected Member and in place of an Elected Member (the *Alternate Member*) if:

- (a) an Elected Member is disqualified under Rule 5.3 during the relevant term; or
- (b) both Elected Members of a Marae are unavailable to attend a Meeting.

The provisions of this Rule 5.1 will apply to the appointment of any Alternate Member. While acting in place of the Elected Member of a Marae who appointed an Alternate Member, the Alternate Member has, and may exercise and discharge, all the powers, rights and duties of that Elected Member (including the right to

participate in a Meeting and, where the Alternate Member replaces an Elected Member disqualified under Rule 5.3, receive notice of any Meeting).

5.2 **Term of Membership**

5.2.1 Each Elected Member holds office as an Elected Member:

- (a) from the date determined in accordance with Rule 5.1.6 (or Rules 5.1.8 or 5.3.3, where necessary);
- (b) until the commencement of the next Triennial Special Meeting,

unless that Elected Member is disqualified or removed from membership pursuant to Rule 5.3.1 prior to the end of that term.

5.2.2 An Elected Member is eligible for re-election for subsequent terms provided that no person may be elected as an Elected Member for more than three consecutive full or partial terms, unless there is a resolution (or equivalent) of the relevant Marae, or no other candidate stands at such election.

5.3 **Disqualification and Removal**

5.3.1 A person will be disqualified from membership as an Elected Member if he or she:

- (a) is under 18 years of age;
- (b) is an undischarged bankrupt;
- (c) is or becomes a Member of Parliament;
- (d) is selected by a political party as a candidate for election at a forthcoming national general election;
- (e) has or incurs a conviction for any crime involving dishonesty as defined in section 2 of the Crimes Act 1961 (including fraud) and has been sentenced for that crime within the last seven years;
- (f) is or becomes an employee of Te Whakakitenga o Waikato, the trustee of the Trusts or any of their Related Entities;
- (g) resigns in writing and delivers such notice to the Secretariat;
- (h) acts (whether or not in his or her capacity as an Elected Member) in a manner which has brought or is likely to bring Te Whakakitenga o Waikato into disrepute and/or materially breaches these Rules, including the Code of Conduct and/or the Conflict of Interest Policy, as determined by Hohou Te Rongo under Schedule 7;
- (i) dies;
- (j) has served as an Elected Member for three consecutive full or partial terms, unless extended under Rule 5.2.2; or
- (k) is removed for any reason (including illness or other incapacity) by a decision of his or her appointing Marae, where that decision has been made in accordance with Rule 5.1.3 (amended as necessary to apply to a decision

Handwritten signature

to remove rather than elect an Elected Member), and notice in writing of that decision is promptly provided to the Secretariat.


- 5.3.2 If any person is disqualified from membership pursuant to Rule 5.3.1, he or she must be removed from membership with effect from the date upon which:
- (a) written notice of removal (including reasonable relevant evidence of the fact of the disqualification of the Elected Member) is provided to the Secretariat, on behalf of Te Whakakitenga o Waikato, by either Te Arataura, a representative of the Hohou Te Rongo panel appointed under Schedule 7 or the Marae (as relevant) in the case of removal pursuant to paragraph (a), (b), (c), (d), (e), (f), (h), (i), (j) or (k) of Rule 5.3.1;
 - (b) the written notice of resignation is received by the Secretariat, on behalf of Te Whakakitenga o Waikato, in the case of paragraph (g) of Rule 5.3.1.
- 5.3.3 If a person is removed from membership pursuant to Rule 5.3.1 (the *Disqualified Member*):
- (a) the Marae who elected the Disqualified Member may elect a person as an Elected Member to replace the Disqualified Member pursuant to Rule 5.1, or they may leave the position unelected (or filled by an Alternate Member) for the remainder of the term. The term of membership of any replacement Elected Member will be the unexpired term of the membership of the Disqualified Member; and
 - (b) the Disqualified Member is not eligible for re-election and will remain disqualified for the longer of:
 - (i) the duration of the relevant unexpired term;
 - (ii) the period that the reason for the disqualification persists; or
 - (iii) in relation to disqualification pursuant to paragraph (h) of Rule 5.3.1, such longer period as determined by Hohou Te Rongo under Schedule 7.

5.4 **Representative of the Head of the Kaahui Ariki**

5.4.1 The Head of the Kaahui Ariki may, at any time, by notice in writing to the Secretariat, appoint a representative who is not disqualified from membership by reason of Rule 16.4 as a Member (the *Kaahui Ariki Representative*). The Kaahui Ariki Representative may not be an Elected Member at the same time as being the Kaahui Ariki Representative.

5.4.2 The Head of the Kaahui Ariki:

- (a) by notice in writing to the Secretariat may, at any time, remove its representative from membership of Te Whakakitenga o Waikato and Te Arataura for any reason; and
- (b) is deemed to have removed its representative from membership of Te Whakakitenga o Waikato and Te Arataura where that representative is disqualified from membership of Te Arataura pursuant to Rule 16.4; and



is entitled to appoint a replacement representative pursuant to Rule 5.4.1.

- 5.4.3 The Kaahui Ariki Representative may at any time resign as a Member, by notice in writing to the Secretariat, and upon the resignation of that person, the Head of the Kaahui Ariki is entitled to appoint a replacement representative pursuant to Rule 5.4.1.
- 5.4.4 Any notice given under Rule 5.4.1, Rule 5.4.2 or Rule 5.4.3 takes effect upon receipt of that notice by the Secretariat.
- 5.4.5 The Kaahui Ariki Representative is automatically a member of Te Arataura pursuant to Rule 16.1.1(b).

5.5 **Officers of Te Whakakitenga o Waikato**

- 5.5.1 The Elected Members will seek to elect, at each Triennial Special Meeting by Ordinary Resolution, one Elected Member as the Chairperson of Te Whakakitenga o Waikato and one Elected Member as Deputy Chairperson of Te Whakakitenga o Waikato. To be eligible for election as an Officer of Te Whakakitenga o Waikato, the Elected Member must not be disqualified under either of Rule 5.3 or 16.4.1.
- 5.5.2 Each Officer of Te Whakakitenga o Waikato will hold office from the conclusion of the Meeting at which he or she was appointed, until the commencement of the Triennial Special Meeting held after the Meeting at which he or she was elected, unless that Officer of Te Whakakitenga o Waikato is:
- (a) disqualified from membership pursuant to Rule 5.3 or Rule 16.4.1 prior to the end of that term; or
 - (b) removed from office by Special Resolution.

If the role of an Officer of Te Whakakitenga o Waikato is vacant for any reason (including disqualification or removal) a replacement may be elected, by Ordinary Resolution, at any Meeting of Te Whakakitenga o Waikato convened in accordance with Rule 10.3 to hold office until the commencement of the next Triennial Special Meeting.

- 5.5.3 Subject to Rule 10, the Chairperson of Te Whakakitenga o Waikato will preside over all meetings of Te Whakakitenga o Waikato. In the absence of the Chairperson of Te Whakakitenga o Waikato, the Deputy Chairperson of Te Whakakitenga o Waikato will preside, and in his or her absence, the Elected Members present will elect any other person as Chairperson for that Meeting by Ordinary Resolution.
- 5.5.4 The Officers of Te Whakakitenga o Waikato shall not be eligible for appointment as Members of Te Arataura.

6 **FINANCIAL STATEMENTS**

Te Arataura must prepare and approve financial statements of Te Whakakitenga o Waikato and each Trust in respect of each Financial Year in accordance with generally accepted accounting practice (as defined in the Financial Reporting Act 2013), the Act and the terms of each applicable Trust Deed. Te Arataura will cause those accounts to be audited in accordance with Rule 23.



7 ANNUAL GENERAL MEETING

- 7.1 An Annual General Meeting of Te Whakakitenga o Waikato will be held in the month of July or in such other month as may be determined by Te Whakakitenga o Waikato (so long as an Annual General Meeting is held in each Financial Year and within 5 months of the end of the Financial Year) at a date to be fixed by Te Whakakitenga o Waikato and a time and place to be fixed by the Secretariat.
- 7.2 The business conducted at the Annual General Meeting will be:
- (a) to receive and consider a report from Te Arataura for the previous Financial Year on the affairs of Te Whakakitenga o Waikato (including the affairs of Te Arataura);
 - (b) to receive and consider the financial statements for the previous Financial Year prepared in accordance with Rule 6;
 - (c) to receive and consider a report from Te Arataura on the activities of Te Whakakitenga o Waikato for the previous Financial Year as trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust and the consolidated financial statements; and
 - (d) to transact or consider such other business of Te Whakakitenga o Waikato which, in the opinion of the Chairperson of Te Whakakitenga o Waikato, or the Chairperson of Te Arataura, may be desirable or which the Elected Members vote, by Ordinary Resolution, to transact or consider.
- 7.3 No motion or resolution may be put to the Annual General meeting by any Marae unless a written copy of such motion or resolution signifying the mover and seconder is received by the Secretariat at least 28 clear days before the date set for the Annual General Meeting, for inclusion on the agenda.

8 HALF-YEARLY GENERAL MEETINGS

- 8.1 A Half-Yearly General Meeting of Te Whakakitenga o Waikato will be held in the month of November or in such other month of the year as may be determined by Te Whakakitenga o Waikato (so long as a Half-Yearly General Meeting is held in each Financial Year) at a date to be fixed by Te Whakakitenga o Waikato and a time and place to be fixed by the Secretariat.
- 8.2 The business conducted at the Half-Yearly General Meeting will be:
- (a) to receive and consider a report from Te Arataura for the previous Half-Year on the affairs of Te Whakakitenga o Waikato (including the affairs of Te Arataura);
 - (b) to receive and consider a report from Te Arataura on the activities of Te Whakakitenga o Waikato as trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust for the previous Half-Year; and
 - (c) to transact or consider such other business of Te Whakakitenga o Waikato which in the opinion of the Chairperson of Te Whakakitenga o Waikato or the Chairperson of Te Arataura, may be desirable or which the Elected Members vote, by Ordinary Resolution to transact or consider.



- 8.3 No motion or resolution may be put to the Half-Yearly General Meeting by any Marae unless a written copy of such motion or resolution signifying the mover and seconder is received by the Secretariat at least 28 clear days before the date set for the Half-Yearly General Meeting, for inclusion on the agenda.

9 GENERAL MEETINGS

- 9.1 All meetings of Te Whakakitenga o Waikato other than Annual General Meetings and Half-Yearly General Meetings will be called General Meetings. At least two General Meetings (other than an Annual General Meeting and a Half-Yearly General Meeting) must be held in each Financial Year.
- 9.2 Subject to Rule 10, a General Meeting may be called by the Chairperson of Te Whakakitenga o Waikato in consultation with the Chairperson of Te Arataura (where practicable), and where the Chairperson of Te Whakakitenga o Waikato and the Chairperson of Te Arataura cannot agree, by the Kaahui Ariki Representative following notice from either of the Chairperson of Te Whakakitenga o Waikato or the Chairperson of Te Arataura, or by written request to the Chairperson from Elected Members who hold more than 50% of the Total Marae Votes stating the nature of the business to be transacted or considered at the General Meeting.
- 9.3 Further items of business may be transacted or considered at any Meeting where, in the opinion of the Chairperson of Te Whakakitenga o Waikato, or the Chairperson Te Arataura this may be desirable or where the Elected Members vote, by Ordinary Resolution, for such items to be transacted or considered.
- 9.4 A representative from a Taurahere or other group exclusively made up of members of Waikato may, by notice in writing to the Secretariat received no less than five clear days before the date of the Meeting, request approval for attendance at any Meeting, such request to be considered by the Chairperson of Te Whakakitenga o Waikato. If the Chairperson of Te Whakakitenga o Waikato approves such a request, that representative will be given the opportunity to attend and address the Meeting but will not be entitled to exercise any vote at the Meeting.
- 9.5 The Secretariat must ensure that proceedings of all Meetings are properly recorded and minuted.

10 TRIENNIAL SPECIAL MEETINGS, REMOVALS AND ELECTIONS

- 10.1 The Kaahui Ariki Representative will convene a General Meeting (a *Triennial Special Meeting*) for the purpose of:

- (a) electing the Officers of Te Whakakitenga o Waikato; and
- (b) electing the members of Te Arataura (other than the Kaahui Ariki Representative),

to be held on a date determined in accordance with Rule 10.2. The Kaahui Ariki Representative will preside as chairperson in relation to all business conducted at that Triennial Special Meeting and must consult with the elected Chairperson of Te Whakakitenga o Waikato in relation to any other business to be conducted at that Meeting.



- 10.2 Each Triennial Special Meeting must be convened by notice in accordance with Rule 11 for a date that is:
- (a) not less than 30 days after the date of the last Triennial General Meeting;
 - (b) not more than 90 days after the date of the last Triennial General Meeting; and
 - (c) not more than three years after the date of the last Triennial Special Meeting,

provided that Te Whakakitenga o Waikato may, by Special Resolution, agree to extend the date of any Triennial Special Meeting for a period of no longer than three months beyond the timeframes in Rule 10.2(b) or 10.2(c).

- 10.3 If, outside a Triennial Special Meeting:
- (a) the role of an Officer of Te Whakakitenga o Waikato is vacated or there are any vacancies on Te Arataura (other than the Kaahui Ariki Representative) for any reason (including removal or disqualification) that vacancy may be filled, for the unexpired term, by an election in accordance with:
 - (i) Rule 5.5.2 in respect of Officers of Te Whakakitenga o Waikato; and
 - (ii) Rule 16.1.1(a) in respect of members of Te Arataura, or
 - (b) a meeting is required to consider the removal of an Officer of Te Whakakitenga o Waikato or a member of Te Arataura,

the election or removal must be considered at Meeting of Te Whakakitenga o Waikato convened and chaired by:

- (c) the Kaahui Ariki Representative, in relation to that part of any Meeting that considers the election or removal of Officers of Te Whakakitenga o Waikato; and
 - (d) the Chairperson of Te Whakakitenga o Waikato, in relation to the election or removal of members of Te Arataura and any other business.
- 10.4 A Triennial Special Meeting and any other Meeting convened to fill any vacancy on Te Arataura must not be closed, and must stand adjourned, until the number of elected Te Arataura members is sufficient to constitute a quorum of Te Arataura.

11 NOTICE

The Secretariat, on instruction of the relevant convener of the Meeting, must ensure that written notice of the time and place of a Meeting be sent to the last known address of every Member not less than 21 clear days before the Meeting. The notice must state the place, day and hour of the Meeting, a general description of the business to be transacted at the Meeting, and the text of any Special Resolution to be submitted to the Meeting.



12 **QUORUM**

- 12.1 The number of Elected Members present in person who together hold more than 50% of the Total Marae Votes constitutes a quorum for any Meeting.
- 12.2 Subject to Rule 12.3, no business may be transacted at a Meeting if a quorum is not present.
- 12.3 If a quorum is not present within 30 minutes after the time appointed for the Meeting, the Meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time and place as Te Arataura may appoint and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the Elected Members who are present will constitute a quorum.

13 **VOTING**

- 13.1 At all Meetings, on every motion on which a vote is required, each Marae is entitled to one vote.
- 13.2 If both Elected Members appointed to represent each Marae are present at a Meeting they must jointly and unanimously cast the vote of that Marae on every motion and any disagreement between those Elected Members will render the vote of that Marae invalid. Where only one of the Elected Members appointed to represent each Marae is present at a meeting, that Elected Member may validly cast the vote of that Marae on each motion without consultation with the absent Elected Member.
- 13.3 Voting at all Meetings will be by show of hands or electronic means unless a secret ballot is demanded by no less than 10% of Marae represented at the relevant Meeting by Elected Member(s) present in person.
- 13.4 Except where a Special Resolution (being a resolution approved by a majority of more than 75% of the Total Marae Votes) is required in these Rules, a resolution or motion must be adopted if it is approved by Ordinary Resolution (being a resolution approved by a majority of more than 50% of Total Marae Votes).

14 **CONDUCT OF MEETINGS**

- 14.1 Except as otherwise provided in these Rules, all Meetings of Te Whakakitenga o Waikato will be conducted in accordance with the Procedure for Meetings.

15 **CODE OF CONDUCT AND CONFLICT OF INTEREST**

- 15.1 All Members are bound by and must comply with the Code of Conduct.
- 15.2 All conflicts of interest will be managed in accordance with the Conflict of Interest Policy.



16 **MEMBERS OF TE ARATAURA**

16.1 **Appointment of Members**

16.1.1 Te Arataura will consist of 11 members appointed as follows:

- (a) 10 of the members will be elected from the Elected Members by Ordinary Resolution, provided that a Marae may not be represented by more than one member of Te Arataura at any time (the *Marae Representatives*); and
- (b) one member will be the Kaahui Ariki Representative.

16.1.2 The election of the members of Te Arataura (other than the Kaahui Ariki Representative) will occur at a Meeting convened pursuant to Rule 10.

16.2 **Term of Membership**

16.2.1 Each of the members of Te Arataura elected pursuant to Rule 10 will hold office:

- (a) from the date of the relevant Meeting appointing that member;
- (b) until the conclusion of the Triennial Special Meeting held after the Meeting at which he or she was elected,

unless member(s) of Te Arataura (including the Kaahui Ariki Representative) are disqualified from membership pursuant to Rule 16.4 or Rule 5.3 prior to the end of that term.

16.2.2 Members of Te Arataura are eligible for re-election for subsequent terms provided that no person (other than the Kaahui Ariki Representative) may be elected as a member of Te Arataura for more than three consecutive full or partial terms.

16.3 **Election of Officers**

The members of Te Arataura from time to time will elect a Chairperson of Te Arataura and Deputy Chairperson of Te Arataura. The Kaahui Ariki Representative will preside as Chairperson at any meeting of the members of Te Arataura that considers electing, removing or replacing the Chairperson or the Deputy Chairperson of Te Arataura.

16.4 **Disqualification and Removal of members of Te Arataura and Officers of Te Whakakitenga o Waikato**

16.4.1 An Officer of Te Whakakitenga o Waikato will cease to be an Officer of Te Whakakitenga o Waikato and a member of Te Arataura (including the Kaahui Ariki Representative) will cease to be a member of Te Arataura (and if the Chairperson or Deputy Chairperson of Te Arataura will each cease to hold his or her respective office) and a vacancy will be created if he or she:

- (a) in the case of a Marae Representative ceases to be an Elected Member, and in the case of a the Kaahui Ariki Representative would be disqualified from being a member of Te Whakakitenga o Waikato under Rule 5.3.1(a) - 5.3.1(i) (inclusive);
- (b) resigns by notice in writing and delivers such notice to the Secretariat;
- (c) would be disqualified from being a:

- (i) director of a company pursuant to section 151 (2) of the Companies Act 1993;
 - (ii) officer of a charitable entity pursuant to section 16(2) of the Charities Act 2005;
 - (d) would be prohibited from being a director of a company or an officer or promoter or being concerned or taking part in the management of a company or any other entity under any provision of law;
 - (e) in the case of a Marae Representative, is removed from his or her applicable position by a Special Resolution;
 - (f) acts (whether or not in his or her capacity as an Elected Member or the Kaahui Ariki Representative) in a manner which has brought or is likely to bring Te Whakakitenga o Waikato into disrepute and/or materially breaches these Rules, including the Code of Conduct and/or the Conflict of Interest Policy, as determined by Hohou Te Rongo under Schedule 7; or
 - (g) in the case of the Kaahui Ariki Representative, is removed from his or her position in accordance with Rule 5.4.
- 16.4.2 Te Whakakitenga o Waikato may fill any vacancy on Te Arataura (other than in respect of the Kaahui Ariki Representative) for the unexpired term of the relevant vacancy in accordance with Rule 10.3.

16.5 Meetings of Te Arataura

- 16.5.1 Te Arataura will meet at least monthly and otherwise as frequently as a majority of Te Arataura members or the Chairperson of Te Arataura considers necessary. At a meeting of Te Arataura, six (6) Te Arataura members constitutes a quorum. If a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is adjourned for five (5) clear days at the same time and place, and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the members who are present will constitute a quorum.
- 16.5.2 Not less than two clear days' notice of a meeting of Te Arataura must be given to every Te Arataura member who is in New Zealand, unless the Chairperson of Te Arataura or a majority of Te Arataura members believes it is reasonably necessary to convene a meeting of Te Arataura as a matter of urgency (*Urgent Notice*), in which case short notice of the meeting may be given, so long as at least 8 hours' notice is given, and the notice must include the date, time and place of the meeting and the general nature of the matters to be discussed.
- 16.5.3 An irregularity in the notice of a meeting of Te Arataura (including the absence of the requisite notice period as specified in 16.5.2) will be waived if all the members of Te Arataura entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such members of Te Arataura agree to the waiver.
- 16.5.4 Notice to a member of Te Arataura may be:
- (a) delivered by hand to the member;

- (b) posted to the most recent address provided by the member for that purpose;
- (c) sent by facsimile to the most recent facsimile number provided by the member for that purpose;
- (d) sent by email to the most recent email address provided by the member for that purpose;
- (e) by any other electronic means in such manner as the member may request; or
- (f) in the case of an Urgent Notice pursuant to Rule 16.5.2 if it is not practicable to give written notice, notice may be given by telephone communication to each member of Te Arataura at the telephone number provided by the member for that purpose.

16.5.5 A notice pursuant to this Rule 16.5 is deemed to be given:

- (a) if sent by hand, when delivered;
- (b) if sent by post, three days after it is posted;
- (c) if sent by facsimile, upon successful transmission of the whole document to the number provided (as evidenced by a transmission receipt from the sender's facsimile machine); or
- (d) if by electronic means (including email), at the time of transmission.

16.5.6 A meeting of Te Arataura may be held either by:

- (a) a number of members sufficient to form a quorum being assembled together at the place, date and time appointed for the meeting; or
- (b) by means of audio, or audio and visual, communication by which all the members participating in the meeting and sufficient to form a quorum, can simultaneously hear each other throughout the meeting.

16.5.7 At the commencement of the meeting each member must acknowledge his or her presence for the purpose of the meeting to all the other members taking part.

16.5.8 A member may not leave the meeting by disconnecting his or her means of communication unless he or she has previously obtained the express consent of the Chairperson of Te Arataura and a member must be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other means of communication unless he or she has previously obtained the express consent of the Chairperson of the Te Arataura to leave the meeting as aforesaid.

16.5.9 A minute of the proceedings at such meeting by telephone or other means of communication is sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as correct by the Chairperson of Te Arataura.



- 16.5.10 Each Te Arataura member has one vote on all resolutions before Te Arataura and a resolution will be carried by a majority of votes of all Te Arataura members (whether or not all members are present at the relevant meeting) in favour. In the event of an equal vote, the Chairperson of Te Arataura does not have a casting vote.
- 16.5.11 A resolution in writing, signed by at least eight of the members of Te Arataura is as valid and effective as if it had been passed at a meeting of Te Arataura convened and held. Any such resolution in writing may consist of several documents (including documents which have been sent by facsimile, email or other similar means of communication) in like form each signed or assented to by one or more members of Te Arataura. A copy of any such resolution in writing must be entered in the minute book of proceedings of Te Arataura and promptly notified to all other members of Te Arataura.
- 16.5.12 Subject to Rule 16.3, the Chairperson of Te Arataura will preside at all meetings of Te Arataura. In the absence of the Chairperson of Te Arataura, the Deputy Chairperson of Te Arataura will preside and in his or her absence, Te Arataura members present must elect a Chairperson for that meeting. The Chairperson of Te Arataura will ensure that proceedings of all meetings of Te Arataura are properly recorded, minuted and notified (including pursuant Rule 16.5.11).
- 16.5.13 Except as otherwise provided in these Rules (including the Procedure for Meetings, as applicable) Te Arataura may regulate its own procedure.
- 16.5.14 All acts done by any person acting as a member of Te Arataura, may, notwithstanding that it be afterwards discovered that there was some defect in the appointment of such member or that he or she was not qualified to hold, or was disqualified from holding, office as a member is as valid as if that person had been duly appointed and was qualified to hold office as a member.
- 16.5.15 The Chairperson of Te Whakakitenga o Waikato (or the Deputy Chairperson of Te Whakakitenga o Waikato) may attend any appropriate meeting of Te Arataura. The Chairperson of Te Whakakitenga o Waikato may address, but is not entitled to vote at, that meeting.

16.6 Indemnity

- 16.6.1 Te Whakakitenga o Waikato may indemnify each Indemnified Person against any costs incurred by that Indemnified Person in any proceeding:
- (a) that relates to liability for any act or omission made by the Indemnified Person in his or her qualifying capacity as an Indemnified Person; and
 - (b) in which judgment is given in the Indemnified Person's favour, or in which the Indemnified Person is acquitted, or which is discontinued.
- 16.6.2 Subject to the terms of any relevant Trust's deed, Te Whakakitenga o Waikato may indemnify each Indemnified Person, from the assets of the relevant Trust, against:
- (a) any liability the Indemnified Person incurs to any person other than Te Whakakitenga o Waikato or a Related Entity for any act or omission in his or her qualifying capacity as an Indemnified Person;



- (b) all costs incurred by the Indemnified Person in defending or setting any claim or proceeding relating to any liability under Rule 16.6.2(a) above.

16.6.3 The Indemnity does not apply in respect of any liability arising out of or in connection with the Indemnified Person's:

- (a) wilful default or fraud;
- (b) criminal liability;
- (c) in the case of liability incurred in the Indemnified Person's capacity as a director, liability for breach of section 131 of the Companies Act 1993 (*the duty of directors to act in good faith and in the best interests of the relevant company*);
- (d) in the case of liability incurred in the Indemnified Person's capacity as an employee, liability for breach of any fiduciary duty of loyalty or honesty owed to Te Whakakitenga o Waikato or any Related Entity;
- (e) failure to comply with the provisions of Schedule 7; or

any other liability of the Indemnified Person for which the giving of an indemnity is prohibited by law or the relevant Trust's deed.

16.7 Insurance

16.7.1 Te Arataura is authorised to Effect Insurance for each Indemnified Person in respect of:

- (a) liability, not being criminal liability, for any act or omission in his or her qualifying capacity as an Indemnified Person;
- (b) costs incurred by that Indemnified Person in defending or settling any claim or proceeding relating to any such liability; and
- (c) costs incurred by an Indemnified Person in defending any criminal proceedings in which he or she is acquitted.

16.7.2 Te Arataura may cause Te Whakakitenga o Waikato to Effect Insurance specified in Rule 16.7.1.

16.7.3 The members of Te Arataura who vote in favour of authorising the Effecting of Insurance under Rule 16.7.2 must sign a certificate stating that, in their opinion, the cost of Effecting the Insurance is fair to Te Whakakitenga o Waikato.

16.8 Definitions

For the purpose of Rules 16.6 and 16.7 only:

- (a) the term "Effect Insurance" includes pay, whether directly or indirectly the costs of the insurance (and the terms "Effecting the Insurance", "Effecting of Insurance" and "Insurance Effected" have corresponding meanings); and
- (b) the term "Indemnify" includes to relieve or excuse from liability, whether before or after the liability arises; and "Indemnity" has a corresponding meaning.



17 **REMUNERATION**

Te Whakakitenga o Waikato may, by Ordinary Resolution, authorise the payment of remuneration to:

- (a) a member of Te Arataura, including the Kaahui Ariki Representative, for services as a member of Te Arataura;
- (b) Elected Members for services as a Member;
- (c) the Officers of Te Whakakitenga o Waikato,

and determine the amount of those payments, if Te Whakakitenga o Waikato is satisfied that to do so is fair and reasonable to Te Whakakitenga o Waikato and resolves accordingly. Unless Te Whakakitenga o Waikato determines otherwise, Te Arataura must submit details of any proposed remuneration under this Rule 17 to Te Whakakitenga o Waikato annually for approval.

18 **DUTIES AND RESPONSIBILITIES OF TE ARATAURA**

18.1 Te Whakakitenga o Waikato has the authority and responsibility for the matters set out in this Rule 18.1 and Rules 18.4, 18.5 and Part A of Schedule 4, and the powers of Te Arataura will be limited to the extent set out in those Rules. In respect of Te Whakakitenga o Waikato Reserved Matters:

- (a) Te Arataura will be bound by and must consider, follow or give effect to the resolutions, advice or recommendations made by the Elected Members in respect of Te Whakakitenga o Waikato Reserved Matters; and
- (b) Te Arataura must not give effect to any Te Whakakitenga o Waikato Reserved Matter without prior approval of Te Whakakitenga o Waikato in accordance with Part A of Schedule 4. Te Arataura may however, agree to undertake a Te Whakakitenga o Waikato Reserved Matter, provided that performance of that undertaking is subject to, and conditional on, the relevant Te Whakakitenga o Waikato approval.

18.2 Subject to Rule 18.1, 18.4, 18.5 and Part A of Schedule 4, Te Arataura has the authority and responsibility to manage the business and affairs of Te Whakakitenga o Waikato, including its duties and functions as the trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust and may do all things which may lawfully be executed or done by Te Whakakitenga o Waikato which are not Te Whakakitenga o Waikato Reserved Matters (set out in Part A of Schedule 4) or required by these Rules to be done at a Meeting.

18.3 Without limiting its powers pursuant to Rule 18.2, Te Arataura will:

- (a) supervise the collection and disbursement of all moneys of Te Whakakitenga o Waikato;
- (b) cause to be kept a full account of all moneys received by Te Whakakitenga o Waikato to be paid into such bank as Te Arataura from time to time directs, to the credit of Te Whakakitenga o Waikato. Moneys will be withdrawn from the bank only by cheques signed by two signatories appointed by



Te Arataura or by direct bank credits or transfers approved by Te Arataura or its representative(s) who have the authority delegated to them;

- (c) prepare and approve the financial statements of Te Whakakitenga o Waikato for presentation at the Annual General Meeting;
- (d) ensure that reports on the activities and affairs of Te Whakakitenga o Waikato, including in its capacity as trustee of the Trusts, are prepared and provided to Te Whakakitenga o Waikato at least quarterly;
- (e) ensure that Te Whakakitenga o Waikato conscientiously carries out its duties and functions as the trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust to enable Te Arataura to report to the Members of Te Whakakitenga o Waikato at Annual, Half-Yearly and General Meetings;
- (f) establish and maintain the office of the Secretariat and ensure the Secretariat carries out its responsibilities under the Rules (with an address for notice at the registered office of Te Whakakitenga o Waikato);
- (g) ensure that the Rules and any amendments are appropriately maintained, including filing amendments with the Registrar of Incorporated Societies and any other regulatory body as required by law;
- (h) ensure that a governance and representation review including consideration of the operation of these Rules, takes place at least before the third Triennial General Meeting held after the date of these Rules. The intention is that the first review should take place in or before 2022; and
- (i) carry out those activities in Part B of Schedule 4.

18.4 Te Arataura must not exercise any vote or otherwise grant any consent or approval to any of the matters listed below unless that action has been approved (or performance of the undertaking is subject to, and conditional on, approval) by a Special Resolution at a Meeting:

- (a) amending any provision of the Trust Deeds (including the addition or deletion of any Marae to the fifth schedule to the Lands Trust Deed);
- (b) appointing any successor as trustee of any or all of the Trusts, removing any such successor or trustee appointed in place of such successor and appointing a new trustee and stating rules governing the procedure of the trustee for the time being;
- (c) the acquisition or disposition of assets, or an agreement to acquire or to dispose of assets and/or whenua/land, whether contingent or not, or a transaction of Te Whakakitenga o Waikato that has or is likely to have the effect of any of the Trusts acquiring rights or interests or incurring obligations or liabilities, the value and/or basis (including the treatment of whenua/land) of which is either determined by Te Whakakitenga o Waikato by Special Resolution from time to time or otherwise, where no determination has been made, the value of which is 10% or more of the gross assets of all the Trusts taken as a whole.



18.5 Te Arataura must not exercise any vote or otherwise grant any consent or approval to any final settlement of outstanding Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui to the Waikato River, the West Coast Harbours and Wairoa and Maloro Land Blocks as described in the 1995 Deed of Settlement between Waikato-Tainui and the Crown and any settlement of other existing or future Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui, unless that action has been approved by:

- (a) a Special Resolution; and
- (b) more than 50% of Marae, as evidenced by the written consent of the relevant Marae and provided to the Secretariat in the form set out in Part B of Schedule 3.

19 DELEGATION AND COMMITTEES

19.1 Each of Te Whakakitenga o Waikato and Te Arataura may form such committees for such purposes as Te Whakakitenga o Waikato or Te Arataura (as relevant) considers necessary or desirable for the attainment of any or all of the objects expressed in these Rules.

19.2 Committees will comprise such persons, who need not be Elected Members, as Te Whakakitenga o Waikato (in the case of a committee of Te Whakakitenga o Waikato) or Te Arataura (in the case of a committee of Te Arataura) considers appropriate or desirable and at least one member of each committee must be a Te Arataura member.

19.3 Committees must report their activities to Te Arataura and all decisions or actions taken by committees are subject to the approval of Te Arataura (or Te Whakakitenga o Waikato in the case of a Te Whakakitenga o Waikato Reserved Matter), except when authority is specifically and expressly delegated.

19.4 Each of Te Whakakitenga o Waikato and Te Arataura may delegate any of its respective powers in writing to such person or persons as Te Whakakitenga o Waikato or Te Arataura (as relevant) may determine from time to time, including the Secretariat and any committees.

20 ALTERATIONS TO THE RULES

Any alteration or change to these Rules (including any Schedule to the Rules) shall be made only if that alteration or change has been approved by:

- (a) Special Resolution, where the amendment:
 - (i) relates to a Rule or other matter which, under these Rules, is subject to decision of Te Whakakitenga o Waikato by Special Resolution; or
 - (ii) would materially impact the intent and/or operation of such a Rule or other matter; and
- (b) in all other cases, by Ordinary Resolution.

21 WINDING UP

- 21.1 Te Whakakitenga o Waikato may not be wound up except by a Special Resolution passed at a General Meeting specially convened for the purpose. No such Special Resolution may be passed unless prior to or contemporaneously with the passing of such Special Resolution the powers of appointment and removal of the trustees of each of the Trusts is vested in a continuing legal entity or body of persons and the Rules governing the procedure of each of the trustees of the Trusts have been vested in that continuing legal entity or body of persons.
- 21.2 In the event of Te Whakakitenga o Waikato being wound up, its remaining assets, after the satisfaction of its debts and liabilities and the expenses of the winding up, must be distributed to such other body having objects similar to those of Te Whakakitenga o Waikato to be applied by such body for the advancement of the members of Waikato or for charitable purposes, which those members of Waikato may specify.

22 COMMON SEAL

The common seal of Te Whakakitenga o Waikato must be kept in a safe place at the registered office of Te Whakakitenga o Waikato and the seal must not be affixed to any instrument except in pursuance of a resolution of Te Whakakitenga o Waikato or Te Arataura and in the presence of the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato or, if either one of them is unavailable, in the presence of the available Officer of Te Whakakitenga o Waikato and the Chairperson of Te Arataura.

23 AUDIT

Te Whakakitenga o Waikato will have its annual financial statements audited annually by an independent auditor appointed by Te Arataura on such terms as to remuneration agreed between the parties.

24 DISPUTES

- 24.1 If any Member of Te Whakakitenga o Waikato or a member of Te Arataura (as the case may be) believes that a Dispute has arisen, that Dispute must be handled in accordance with Hohou Te Rongo.
- 24.2 Until the first Panel is appointed in accordance with the procedure set out in Schedule 7:
- (a) any Dispute must be notified to:
- (i) the Officers of Te Whakakitenga o Waikato; or
 - (ii) where the Dispute relates to or involves an Officer of Te Whakakitenga o Waikato, the Kaahui Ariki Representative; or
 - (iii) where the Dispute relates to or involves an Officer of Te Whakakitenga o Waikato and the Kaahui Ariki Representative, the Chairperson of Te Arataura,

who will organise an appropriate mediation; and



(b) any question of dispute which arises under Rule 5.3.1(h) or 16.4.1(f) must be determined by Ordinary Resolution.

Handwritten signature
MMS

SCHEDULE 1

HAPUU OF WAIKATO

1. Ngaati Aamaru
2. Ngaati Apakura
3. Ngaati Hauaa
4. Ngaati Hikairo
5. Ngaati Hine
6. Ngaati Koheriki
7. Ngaati Koroki
8. Ngaati Kuiaarangi
9. Ngaati Maahanga
10. Ngaati Mahuta
11. Ngaati Makirangi
12. Ngaati Naho
13. Ngaati Ngutu
14. Ngaati Paretauaa
15. Ngaati Paretakawaa
16. Ngaati Pou
17. Ngaati Puhiawe
18. Ngaati Raukawa ki Panehakua
19. Ngaati Ruru
20. Ngaati Tahinga
21. Ngaati Tai
22. Ngaati Tamainupo
23. Ngaati Tamaoho
24. Ngaati Taratikitiki
25. Ngaati Te Ata
26. Ngaati Te Wehi
27. Ngaati Tiipaa
28. Ngaati Wairere
29. Ngaati Werakookoo
30. Ngaati Whaawhaakia
31. Ngaitai
32. Tainui-a-Whiro
33. Te Aakitai

R. P. P.
mmj

SCHEDULE 2

BENEFICIARY MARAE OF WAIKATO AS AT THE DATE OF THE RULES

PART A:

- | | |
|-------------------------|---|
| 1. Aaruka | 33. Tangirau (Waikeri) |
| 2. Aotearoa | 34. Tangoao (Taniwha) |
| 3. Hiiona | 35. Tauhei |
| 4. Horahora | 36. Taupiri |
| 5. Hukanui | 37. Tauranganui |
| 6. Kahotea | 38. Te Aakau |
| 7. Kai-a-te-Mata | 39. Te Awamaarahi |
| 8. Kaitumutumu | 40. Te Hoe-o-Tainui |
| 9. Makaurau | 41. Te Iti-a-Hauaa |
| 10. Maketuu | 42. Te Kaharoa (Aramiro) |
| 11. Mangatangi | 43. Te Kauri |
| 12. Mangatoatoa | 44. Te Kooraha |
| 13. Maungatautari | 45. Te Kotahitanga |
| 14. Maurea | 46. Te Ohaaki |
| 15. Mookai Kainga | 47. Te Papaorotu |
| 16. Mootakotako | 48. Te Papatapu |
| 17. Ngaa Hau e Whaa | 49. Te Poho o Tanikena (formerly Opuatia) |
| 18. Ngaataierua | 50. Te Puea |
| 19. Ngaatira | 51. Te Taumata (Paaraawera) |
| 20. Omaero | 52. Te Tihi-o-Moerangi (Makomako) |
| 21. Ookapu | 53. Te Tokanganui-aa-noho |
| 22. Ooraeroa | 54. Tikirahi |
| 23. Owairaka | 55. Tuurangawaewae |
| 24. Poihaakena | 56. Umupuia |
| 25. Poohara | 57. Waahi |
| 26. Pukerewa | 58. Waikare |
| 27. Puukaki | 59. Waikaretuu |
| 28. Puurekireki | 60. Waingaro |
| 29. Raakaunui | 61. Waipapa |
| 30. Raungaiti (Waharoa) | 62. Waitii |
| 31. Rereteewhioi | 63. Whaataapaka |
| 32. Rukumoana | 64. Ookarea |
| | 65. Matahuru |
| | 66. Waimakariri |

For the purposes of Rule 13, as at the date of these Rules each of the Marae listed above are participating Marae and each of them are entitled to one vote on every motion on which a vote is required and:

- Total Marae Votes: 66;
- An Ordinary Resolution requires support of at least 34 Marae; and
- A Special Resolution requires support of at least 50 Marae.



**PART B: BENEFICIARY MARAE OF WAIKATO WHO DID NOT AUTHORISE SIGNING
OF THE DEED OF SETTLEMENT AND/OR ARE NOT PARTICIPATING IN TE
WHAKAKITENGA O WAIKATO AT THE DATE OF THESE RULES**

Tahunakaitoto

Te Koopua



SCHEDULE 3

PART A: FORM OF ELECTION CERTIFICATE – ELECTED MEMBERS

(RULE 5.1.5)

**TE WHAKAKITENGA O WAIKATO INCORPORATED
ELECTION CERTIFICATE**

The persons named below were elected as representatives of _____ Marae at a Hui-aa-Marae / by a Ballot (delete one) duly convened or organised for the purpose of, and held in accordance with, the Rules of Te Whakakitenga o Waikato. By signing this Election Certificate each of those elected representatives consents to being an Elected Member of Te Whakakitenga o Waikato.

Representative 1

(Surname)

(First Names)

(Signature)

Representative 2

(Surname)

(First Names)

(Signature)

Note: Each Marae may elect an Alternate Member in accordance with the Rules. By signing this Election Certificate the person elected consents to being an Alternate Member of Te Whakakitenga o Waikato.

Alternate Member

(Surname)

(First Names)

(Signature)

Handwritten signatures

Note: Each Marae may nominate one of its representatives for the purposes of the election of the members of Te Arataura and (separately) Officers of Te Whakakitenga o Waikato to be held in accordance the Rules of Te Whakakitenga o Waikato. The representative(s) so nominated are:

Officer of Te Whakakitenga o Waikato Candidate(s):

Te Arataura Candidate:

Chairperson of Te Whakakitenga o Waikato:

Deputy Chairperson of Te Whakakitenga o Waikato:

Name

Name

Name

CERTIFIED on behalf of _____ Marae by:

(Name of Chairperson)

(Signature)

(Name of Secretary/Officer)

(Signature)

Dated the _____ day of _____ 2 _____



PART B: FORM OF CERTIFICATE OF CONSENT

(RULE 18.5(b))

The Beneficiaries of _____ Marae at a Hui-aa-Marae / by a Ballot (delete one) duly considered and by a majority of **[insert]** resolved to give their consent to Te Arataura **[insert details of decision]**.

CERTIFIED on behalf of _____ Marae by:

(Name of Chairperson)

(Signature)

(Name of Secretary)

(Signature)

Dated the _____ day of _____ 2 _____



SCHEDULE 4

PART A: TE WHAKAKITENGA O WAIKATO RESERVED MATTERS

Each of the following matters are Te Whakakitenga o Waikato Reserved Matters and require the approval of Te Whakakitenga o Waikato by Ordinary Resolution or Special Resolution (as indicated). Where a specific Rule is indicated, the provisions of that Rule apply.

Matters requiring approval by Special Resolution

- 1 Removal, at any time, of the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato (Rule 5.5.2(b)).
- 2 Extension to the period in which a Triennial Special Meeting must be held (Rule 10.2).
- 3 Removal of a Marae Representative as a member of Te Arataura (Rule 16.4.1(e)).
- 4 Any alteration or change to the Rules where the amendment relates to a Rule or other matter which, under these Rules, is subject to decision of Te Whakakitenga o Waikato by Special Resolution (Rule 20(a)).
- 5 Amending any provision of the Trust Deeds (including without limitation, the addition or deletion of any Marae to the fifth schedule to the Lands Trust Deed) (Rule 18.4(a)).
- 6 Appointing any successor as trustee of any or all of the Trusts, removing any such successor or trustee appointed in place of such successor and appointing a new trustee and stating rules governing the procedure of the trustee for the time being (Rule 18.4(b)).
- 7 The acquisition or disposition of assets, or an agreement to acquire or to dispose of assets and/or whenua/land, whether contingent or not, or a transaction of Te Whakakitenga o Waikato that has or is likely to have the effect of any of the Trusts acquiring rights or interests or incurring obligations or liabilities, the value and/or basis (including the treatment of whenua/land) of which is either determined by Te Whakakitenga o Waikato by Special Resolution from time to time or otherwise, where no determination has been made, the value of which is 10% or more of the gross assets of all the Trusts taken as a whole. (Rule 18.4(c)).
- 8 A determination of the value or basis (including the treatment of whenua/land) for the purposes of Rule 18.4(c).
- 9 Authorising Te Arataura to exercise a vote or otherwise grant a consent or approval to a final settlement of outstanding Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui to the Waikato River, the West Coast Harbours and Wairoa and Maioero Land Blocks as described in the 1995 Deed of Settlement between Waikato-Tainui and the Crown and any settlement of other existing or future Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui (Rule 18.5) and subject to formal Marae consent as required pursuant to Rule 18.5(b).

M. S. P.
M. M. Y.

- 10 Approving the wind up of Te Whakakitenga o Waikato (Rule 21.1).
- 11 Any other matter that requires a Special Resolution in accordance with the Rules.
- 12 Following any proposal or recommendation by Te Arataura:
 - 12.1 approving, by Special Resolution, any fundamental structural changes to Te Whakakitenga o Waikato and its Related Entities;
 - 12.2 recommending, by Special Resolution, the replacement or removal of Pootatau Te Wherowhero land to Custodial Trustees (and with consent of Custodial Trustees will implement same);
 - 12.3 approving, by Special Resolution, the removal of any Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu negotiators, negotiating for and on behalf of Te Whakakitenga o Waikato and/or its Related Entities.

Matters requiring approval by Ordinary Resolution

- 13 Changing the Balance Date of Te Whakakitenga o Waikato (see definition of *Balance Date* in Rule 4).
- 14 Election, at each Triennial Special Meeting, of the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato (Rule 5.5.1).
- 15 Election of a Chairperson for a meeting of Te Whakakitenga o Waikato where both the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato are absent (Rule 5.5.3) or where a position is vacant (Rule 5.5.2).
- 16 Approval of the transaction or consideration of further items of business at Meetings of Te Whakakitenga o Waikato (Rules 7.2(d), 8.2(c) and 9.3).
- 17 Election of Marae Representatives as members of Te Arataura (Rule 16.1.1(a)).
- 18 Filling of a vacancy on Te Arataura for the unexpired term of the relevant vacancy (Rule 16.4.2).
- 19 Authorising the payment of remuneration (Rule 17).
- 20 Any alteration or change to the Rules that is not captured by paragraph 4 of this Part A of Schedule 4 (Rule 20(b)).
- 21 Any other matter that requires an Ordinary Resolution in accordance with these Rules.
- 22 Following any proposal or recommendation by Te Arataura, approving by Ordinary Resolution:
 - 22.1 the strategic direction of Waikato-Tainui (for example, amendments to Whakatupuranga 2050) including all matters relating to the long term vision, values, mission, strategic objectives of the Trusts, Te Whakakitenga o Waikato and its Related Entities;

- 22.2 the appointment of any Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu negotiators, negotiating for and on behalf of Te Whakakitenga o Waikato and/or its Related Entities;
- 22.3 the annual budget for the Lands Trust and the River Trust including the distribution of funds to the Office of the King, the Waikato Endowed Colleges Trust and other tribally significant entities.
- 23 Following any report of Te Arataura, formal monitoring of the performance of the Lands Trust and the River Trust against the strategic objectives of Te Whakakitenga o Waikato and its Related Entities, and formal monitoring of the performance of the Waikato Endowed Colleges Trust and Tainui Group Holdings Limited.

Handwritten signature and initials in the bottom right corner of the page.

PART B: TE ARATAURA MATTERS

For the purpose of illustration and without limiting the powers of Te Arataura, including as set out in Rule 18.2 and Rule 18.3, each of the following matters are examples of matters which Te Arataura has responsibility for. Where a specific Rule is indicated, the provisions of that Rule apply.

- 1 Effecting insurance in relation to Indemnified Persons (Rule 16.7) and assets of the Trusts.
- 2 Supervision of the collection and disbursement of all moneys of Te Whakakitenga o Waikato (Rule 18.3(a)).
- 3 Maintaining bank accounts for Te Whakakitenga o Waikato (Rule 18.3(b)).
- 4 Financial accounts including preparation and approval of financial statements for presentation to Te Whakakitenga o Waikato (Rules 6 and 18.3(c)).
- 5 Preparation of reports on the activities and affairs of Te Whakakitenga o Waikato, including in its capacity as trustee of the Trusts, and provision of reports to Te Whakakitenga o Waikato (Rule 18.3(d)).
- 6 Ensuring Te Whakakitenga o Waikato carries out the duties and functions as trustee of the Trusts to enable Te Arataura to report to Te Whakakitenga o Waikato at Meetings (Rule 18.3(e)).
- 7 Establishing and maintaining the office of the Secretariat and ensuring the Secretariat carries out its responsibilities under the Rules (Rule 18.3(f)).
- 8 Ensuring the Rules and any amendments are appropriately maintained including filings with regulatory bodies (Rule 18.3(g)).
- 9 Ensuring a governance and representation review including consideration of the operation of the Rules, is carried out (Rule 18.3(h)).
- 10 Consider, follow and give effect to the resolutions, advice or recommendations made by Elected Members in respect of Te Whakakitenga o Waikato Reserved Matters (Rule 18.1(a)).
- 11 Receive and consider reports from Te Whakakitenga o Waikato committees for matters that are not Te Whakakitenga o Waikato Reserved Matters (Rule 19.3).
- 12 Appointing (including determining the terms and remuneration) of any auditor (Rule 23).
- 13 Coordinate and manage subcommittees of Te Arataura (including establishing a subcommittee to act as the Hohou Te Rongo Appointments Committee (Rule 19, Rule 24 and Schedule 7 (clause 26))).
- 14 Ensuring the Hohou Te Rongo Panel is operational and maintained (Schedule 7 (clause 28)).
- 15 Drafting and implementation of policies and procedures in relation to Hohou Te Rongo (Schedule 7 (clause 30)).



- 16 Risk management and audit management processes (including internal audit and external audit) for Te Whakakitenga o Waikato.
- 17 Management and maintenance of the Waikato-Tainui tribal beneficiary roll.
- 18 Employment, performance and remuneration of the Waikato-Tainui Chief Executive Officer.
- 19 Implementing the long term vision, values, mission, strategic objectives of Te Whakakitenga o Waikato and its Related Entities.
- 20 Consulting with Te Whakakitenga o Waikato in relation to matters of tribal significance and expectations for Related Companies and Related Entities.
- 21 All and any other responsibilities of Te Whakakitenga o Waikato not set out in the Te Whakakitenga o Waikato Reserved Matters.

Handwritten signature
Munt

SCHEDULE 5

CODE OF CONDUCT

(RULE 15.1)

This Code of Conduct illustrates guiding principles and standards of conduct that Te Whakakitenga o Waikato expects of its Members and members of Te Arataura.

Unless the context requires otherwise, capitalised terms have the same meaning as set out in the Rules.

Guiding Principles

In the exercise of their roles and responsibilities within Te Whakakitenga o Waikato and pursuant to these Rules, Members and members of Te Arataura should always seek to act in accordance with and promote the tikanga of Waikato-Tainui especially the principles of whakaiti, rangimaarie, mahi tahi, kotahitanga, manaakitanga, aroha, whakapono and kia tuupato.

In addition Members and Te Arataura members should seek to:

- act with integrity and honesty;
- keep promises and commitments;
- appropriately disclose conflicts of interest; and
- maintain confidentiality.

These principles serve as the bedrock of Te Whakakitenga o Waikato, and will remind Members and members of Te Arataura of the standards that they are expected to maintain.

Conduct of Members

Standards of Behaviour

At any meeting held pursuant to the Rules, Members and members of Te Arataura should:

- treat each other and any officers and employees of Te Whakakitenga o Waikato and its Related Entities with equal regard, dignity, concern, decency and respect;
- behave in a professional, reasonable and courteous manner at all times;
- not act in a manner that undermines the trust and confidence of Te Whakakitenga o Waikato;
- not use disrespectful speech or offensive or malicious language;
- not engage in unacceptable behaviours. Unacceptable behaviours include threats of or actual violence, offensive, humiliating, ridiculing or belittling comments, derogatory jokes, offensive body language, insults, shouting and persistent/public criticism;
- not impute improper motives, or make offensive remarks about any other member, including in relation to their private life; and
- not make a disturbance or create disorder while another person is speaking or at any time during the meeting.

Members and members of Te Arataura may propose that Members or members of Te Arataura are requested to leave the meeting on the basis that she/he has breached a standard of behaviour.



Attendance at Meetings

Members are generally expected to attend meetings held pursuant to the Rules. The Secretariat must:

- keep a record of all attendances and absences;
- notify each Marae of attendances and absences at Meetings; and
- notify Te Whakakitenga o Waikato of attendances and absences at meetings of Te Arataura.

Oath of Allegiance to Waikato-Tainui and Kiingitanga

At a relevant meeting, the Chair of Te Whakakitenga o Waikato may request all new Members or members of Te Arataura to swear or affirm an oath of allegiance to Waikato-Tainui and Kiingitanga. The following is an example of such oath:

Ko ahau, ko [ingoa] e oati ana ka noho puumau taku pono ki te iwi o Waikato-Tainui me te Kiingitanga, ka matua aro hoki ki ngeenei ture a Te Whakakitenga o Waikato.

I [name] swear that I will be faithful and bear true allegiance to Waikato-Tainui and the Kiingitanga, and I will obey the Rules of Te Whakakitenga o Waikato.

Media and governmental relations

Members and members of Te Arataura must not engage with or provide information to any media or public information service without first complying with the Meeting Procedures.

Relevant Legislation

Members and members of Te Arataura must comply with all laws and regulations relevant to Te Whakakitenga o Waikato, including the Rules and Conflict of Interest Policy.

Material breach

For the purposes of illustration and without limitation, a material breach of the Rules, this Code of Conduct or the Conflict of Interest Policy (as referred to in Rule 5.3.1(h) and 16.4.1(f)) includes, for example:

- a sustained or serious breach of confidentiality;
- a breach of the Rules, Code of Conduct or Conflict of Interest Policy that has a sustained and/or serious and/or adverse effect on all or any one of the Kiingitanga, the Head of the Kaahui Ariki, Waikato-Tainui, Te Whakakitenga o Waikato Incorporated (including as trustee of each of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust), any Marae or any Related Entity;
- a sustained or serious breach of the Rules, this Code of Conduct or the Conflict of Interest Policy.



SCHEDULE 6

PROCEDURE FOR MEETINGS

(RULE 14)

1 INTERPRETATION

- 1.1 In this Schedule, unless the context requires otherwise, capitalised terms have the same meaning as set out in the Rules, in addition:

Chairperson means, in respect of a meeting of Te Arataura, the Chairperson of Te Arataura or in respect of a Meeting, the Chairperson of Te Whakakitenga o Waikato, and where appropriate, includes any person acting as a Chairperson of any Committee.

Committee means a committee of Te Arataura or Te Whakakitenga o Waikato.

Public excluded information includes:

- a) information which:
- i) is currently before a public excluded session; or
 - ii) is proposed to be considered at a public excluded session
- (other than information subsequently released by the Secretariat as publicly available information);
- b) any minutes (or portions of minutes thereof) of public excluded sessions (other than information subsequently released by the Secretariat as publicly available information); and
- c) any other information that has not been released by the Secretariat as publicly available information.

2 APPLICATION OF THIS SCHEDULE

- 2.1 Any Meeting and any meeting of Te Arataura will be conducted in accordance with the provisions of the Rules and this Schedule 6.
- 2.2 Except as set out in this Schedule and the Rules, Te Whakakitenga o Waikato and Te Arataura may regulate its own procedure, through the Chairperson.

3 AGENDA

- 3.1 Te Arataura, Te Whakakitenga o Waikato, or any Committee shall adopt an agenda, to be included in notice of meeting circulated in accordance with the Rules, which shall normally apply at meetings. The business shall be dealt with in the order in which it stands on the agenda unless the meeting determines otherwise.

4 IRREGULARITIES IN NOTICE OF TE WHAKAKITENGA O WAIKATO MEETING

- 4.1 Any irregularity in a notice of a meeting is waived if an Elected Member representing each Marae entitled to attend and vote at the Meeting attends without protest as to the irregularity or if a waiver is approved by Special Resolution.
- 4.2 The accidental omission to send notice of a meeting to, or the failure to receive notice by, any person entitled to that notice, does not invalidate the proceedings at that Meeting.



5 **TIME LIMIT AT MEETINGS**

- 5.1 Unless pursuant to a resolution of the members present and voting at a meeting, no meeting shall sit for more than 6 hours nor beyond 10.30pm. Any business on the agenda not dealt with shall be listed for attention at the next meeting.

6 **APOLOGIES AND LEAVE OF ABSENCE**

- 6.1 The Chairperson may receive apologies at the beginning of the meeting and grant a leave of absence to any member upon application by the member. Apologies, any leave of absence as well as the arrival and departure times of members shall be recorded in the minutes.

7 **DELEGATIONS**

- 7.1 Delegations that do not meet the criteria set out in Rule 9.4 may be received by Te Arataura or Te Whakakitenga o Waikato provided an outline of the delegation's proposed presentation has been received by the Secretariat no less than five clear days before the date of the meeting concerned and the request to appear has subsequently been approved by the relevant Chairperson. That Chairperson may refuse requests for delegations, which are repetitious or offensive.
- 7.2 Notwithstanding clause 7.1 of this Schedule 6, where in the opinion of the Chairperson of the relevant meeting the matter which is the subject of a delegation is one of urgency, the relevant Chairperson may determine that the delegation be received by Te Arataura or Te Whakakitenga o Waikato without having given the required notice.
- 7.3 Except with approval of a majority of the members present and voting not more than two members of a delegation may address the meeting. After a delegation is received, the members present may put to the delegation any question pertinent to the subject heard, but no member shall express an opinion upon, or discuss the subject, nor move a motion until the delegation has completed making its submissions and answered questions.
- 7.4 The relevant Chairperson may terminate a delegation in progress which is disrespectful or offensive, or where that Chairperson has reason to believe that statements have been made with malice.
- 7.5 Unless a majority of the members present and voting determine otherwise, in any particular case a limit of 5 minutes shall be placed on each of the two members of the delegation addressing the meeting.
- 7.6 No member of a delegation is entitled to exercise any vote at the relevant meeting.

8 **PETITIONS**

- 8.1 Elected Members may give written notice to the Secretariat of a matter the Elected Member proposes to raise for discussion at the next Meeting at which the Elected Member is entitled to vote.
- 8.2 If the notice is received by the Secretariat at least 28 clear days before the date of the relevant Meeting, the Secretariat must give notice of the petition and the text of any proposed resolution in accordance with the Rules.
- 8.3 Every petition presented to Te Arataura or Te Whakakitenga o Waikato must comprise less than 500 words and must not be disrespectful or use malicious statements.



- 8.4 The Secretariat is not required to include in or with a notice of Meeting any part of the petition, proposal or resolution which the Secretariat considers to be defamatory (as that term is defined in the Defamation Act 1992), frivolous or vexatious.
- 8.5 Any member who presents a petition on behalf of the petitioners shall confine themselves to the reading of the petition and the statement of the parties from which it comes, and the number of signatures attached to it.
- 8.6 Where a petition is presented by a petitioner, unless a majority of the members present and voting determine otherwise, a limit of 5 minutes shall be placed on that person.

9 PUBLIC ACCESS AT MEETINGS

- 9.1 Unless a majority of the members present determine otherwise, all meetings of Te Arataura, Te Whakakitenga o Waikato and any committee will not be open to the public or news media.

Public or media use of information provided at meetings

- 9.2 All information provided to members at meetings will not be available to the public or news media without the prior written approval of the Chairperson of the relevant meeting.
- 9.3 The Chairperson presiding at any meeting may, if that person believes, on reasonable grounds, that the behaviour of any member of the public attending that meeting is likely to prejudice the orderly conduct of that meeting if that member of the public is permitted to remain in that meeting, require that member of the public to leave the meeting.
- 9.4 If any member of the public at a meeting –
- a) refuses or fails to leave the meeting; or
 - b) having left the meeting attempts to re-enter the meeting without the permission of the person presiding at the meeting –

Any constable or officer or employee of Te Whakakitenga o Waikato may at the request of the Chairperson presiding at the meeting remove or as the case may require exclude that member of the public from the meeting.

10 PROVISION OF PUBLIC EXCLUDED INFORMATION

- 10.1 Public excluded information required by Elected Members or members of Te Arataura in the performance of their particular duties, as members shall be supplied to them by the Secretariat. Where the Secretariat is uncertain that public excluded information should be supplied in any particular case, the matter shall be referred to the relevant Chairperson for direction.
- 10.2 No information obtained by any member shall be used for any purpose other than for the proper discharge of duties as a member.
- 10.3 Where the Secretariat or relevant Chairperson has reasonable grounds for believing that public excluded information provided to any member has been misused; the Chairperson may report this and any proposed action in the first instance to Te Arataura and then to Te Whakakitenga o Waikato if required.



SCHEDULE 7

HOHOU TE RONGO

(RULE 24)

Definitions

In this Schedule, unless the context requires otherwise, capitalised terms have the same meaning as set out in the Rules, in addition:

Arbitration Notice has the meaning set out in clause 15 of this Schedule;

Arbitration Panel means the Panellists appointed pursuant to clause 17 (or otherwise nominated pursuant to clause 18);

Custodial Trustee means the Custodians of Te Wherowhero Title, as defined in the Lands Trust Deed, and where only one is elected, that person;

Custodial Trustee Panellist means the Panellist(s) appointed by the Custodial Trustee pursuant to clause 5 of this Schedule (or otherwise nominated pursuant to clause 6 or 7) to consider a particular Dispute and seek resolution of that Dispute in accordance with clause 8 of this Schedule;

Dispute Notice has the meaning set out in clause 1 of this Schedule;

Initiator has the meaning set out in clause 1 of this Schedule;

Mediation Notice has the meaning set out in clause 9 of this Schedule;

Mediation Panel means the Panellists appointed pursuant to clause 10 (or otherwise nominated pursuant to clause 11) to consider a particular Dispute and seek resolution of that Dispute;

Notice of Support means a notice signed by a duly authorised representative of the trustees of the Marae trust (as vested landowners of the Marae) of the Initiator's Marae in the form set out in clause 38 of this Schedule, evidencing the support of that Marae to all or part of the Dispute raised by the Initiator;

Panellists means the standing pool of candidates authorised and appointed by Te Arataura in accordance with clause 26 of this Schedule, available for selection from time to time to form Mediation Panels and/or Arbitration Panels in accordance with this Schedule, and Panellist means any one of them;

Relevant Parties has the meaning set out in clause 1.1 of this Schedule;

Trustee has the meaning set out in clause 6 of this Schedule.

Notice of Dispute

- 1 Where a member of a Marae (in the case of a Dispute in relation to the election of Members), a Member of Te Whakakitenga o Waikato or a member of Te Arataura (as the case may be) believes a Dispute (other than a Question of Disrepute as defined in clause 34, which will be managed in accordance with clauses 34 – 37 of this Schedule) has arisen, that person (the *Initiator*) must notify the Secretariat of that Dispute in writing:

Handwritten signature and initials in the bottom right corner of the page.

- 1.1 giving details of the Dispute, including specifying the nature of the Dispute and naming any other parties to the Dispute (together with the Initiator, the *Relevant Parties*);
 - 1.2 stating whether or not the Initiator is supported in respect of some or all of the Dispute by their Marae, including providing a Notice of Support, (a *Dispute Notice*).
 - 2 On receipt of the Dispute Notice, where the Secretariat is satisfied, acting reasonably, that:
 - 2.1 some or all of the Dispute has the support of the relevant Marae, the supported elements of the Dispute will, within 7 days of the date of the Dispute Notice, be referred to a Custodial Trustee Panellist, appointed in accordance with clause 5, for consideration and negotiated resolution in accordance with clause 8 of this Schedule;
 - 2.2 some or all of the Dispute does not have the support of the relevant Marae, the unsupported elements of the Dispute will not proceed under this Schedule.
 - 3 No person can commence court proceedings with respect to all or any part of a Dispute:
 - 3.1 until the process in this Schedule has been completed, in which case a party may only commence court proceedings to the extent permitted by law and this Schedule; or
 - 3.2 unless the court proceedings are to challenge the decision of a Marae not to support all or part of the Initiator's Dispute.
 - 4 Where any party initiates court proceedings:
 - 4.1 against a Marae pursuant to clause 3.2; or
 - 4.2 in contravention of this Schedule,

that party will be responsible for meeting his or her costs (including legal costs on a solicitor-client basis) in relation to those proceedings and will not be indemnified or insured by Te Whakakitenga o Waikato in respect of those costs. The reasonable costs (including legal costs on a solicitor-client basis) of a Marae that is the subject of proceedings pursuant to clause 3.2 will be funded by Te Whakakitenga o Waikato, unless determined otherwise.
 - 5 Within 7 days of a Dispute Notice, the Custodial Trustee will appoint one Panellist who will attempt to resolve the Dispute in accordance with clause 8 of this Schedule.
- Decisions of the Custodial Trustee***
- 6 Where there is more than one Custodial Trustee (each a *Trustee*) elected in accordance with the Lands Trust Deed, any decision to be made by the Custodial Trustee will be made by a majority of those Trustees, provided that where a Trustee's involvement in the process set out in this Schedule would be or, may give rise to a real or potential material conflict of interest, that Trustee must be excluded



from the relevant decision. The Head of the Kaahui Ariki may not participate in a decision of the Custodial Trustee where the Kaahui Ariki Representative is involved in or otherwise has a real or potential material conflict of interest in relation to the Dispute.

- 7 Where all Trustees are excluded from making a decision in relation to a Dispute the decision of the Custodial Trustee will be made by the joint decision of the President of the New Zealand Law Society and the President of Te Hunga Roia Māori o Aotearoa (or their respective delegates).

Negotiated Resolution

- 8 Within 7 days of a Dispute being referred to a Custodial Trustee Panellist pursuant to clause 2.1, the Custodial Trustee Panellist will:

8.1 consider the merits of the Dispute; and

8.2 initiate negotiations between the Relevant Parties (or their representatives with authority to settle the Dispute) in an effort to resolve the Dispute by consensus. The Relevant Parties will co-operate and use reasonable endeavours to resolve the Dispute expeditiously.

- 9 If, for any reason, the Dispute is not resolved within 2 days of the initiation of negotiations in accordance with clause 8.2, or within such further period as the Relevant Parties and the Custodial Trustee Panellist may agree upon in writing, any of Relevant Party or the Custodial Trustee Panellist may refer the Dispute to consideration by a Mediation Panel, by notice in writing to the Secretariat and the other Relevant Parties (*Mediation Notice*).

Mediation Panel

- 10 Each of the Relevant Parties and the Custodial Trustee will appoint one Panellist (up to a maximum of three Panellists) to carry out the mediation. The Custodial Trustee Panellist is not eligible for selection to the Mediation Panel. However, where there are more than two Relevant Parties to a Dispute, one Panellist will be appointed by the Custodial Trustee and the remaining Panellists will be appointed by agreement between the Relevant Parties. At least one Panellist appointed to the Mediation Panel must have legal experience.

- 11 Where the Relevant Parties:

11.1 have not appointed; or

11.2 cannot reach agreement to appoint,

Panellists within 5 days of the date of the Mediation Notice (or such longer period as agreed between them), then the Custodial Trustee will appoint the remaining members of the Mediation Panel.

- 12 Each Panellist will be appointed by notice in writing to the Secretariat and the other Relevant Parties.

- 13 The Mediation Panel will commence the mediation within 5 days of date the last Panellist was appointed to the Mediation Panel (or on such later date as agreed between the Relevant Parties and the Mediation Panel).

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

- 14 The Mediation Panel will conduct the mediation in the manner determined by members of that Mediation Panel, provided that:
- 14.1 the mediation will be conducted on a without prejudice basis and seek to resolve the Dispute by consensus of the Relevant Parties;
 - 14.2 any Relevant Party may terminate its involvement in the mediation at any time, but only after consultation with the Mediation Panel and the Relevant Party's Marae;
 - 14.3 unless the Relevant Parties agree otherwise or disclosure is required by law or for the purposes of enforcing the decision of the Relevant Parties, information:
 - (a) disclosed during the mediation process; or
 - (b) contained in the decision of the mediation,will not be disclosed to any person not present at the mediation, provided that details will be disclosed to the Custodial Trustee and the Marae of each Relevant Party; and
 - 14.4 the reasonable costs of the mediation (including legal costs on a solicitor-client basis) will be published to and borne by Te Whakakitenga o Waikato, unless the Mediation Panel determines otherwise.

15 If, for any reason a mediated settlement of the Dispute has not been reached within 14 days of the date of commencement of the mediation, or within such further period as the Relevant Parties and the Mediation Panel may agree upon in writing, any Relevant Party or the Mediation Panel may refer the Dispute to an Arbitration Panel for a final and binding decision, by notice in writing to the Secretariat and the other Relevant Parties (*Arbitration Notice*).

16 Any decision to be made by the Mediation Panel must be by majority.

Arbitration Panel

17 Each of the Relevant Parties and the Custodial Trustee will appoint one Panellist (to a maximum of three Panellists), who must not have been appointed as the Custodial Trustee Panellist or sat on the Mediation Panel formed in relation to the Dispute, to carry out the arbitration. However, where there are more than two Relevant Parties to a Dispute, one Panellist will be appointed by the Custodial Trustee and the remaining Panellists will be appointed by agreement between the Relevant Parties. At least one Panellist appointed to the Arbitration Panel must have legal experience.

18 Where the Relevant Parties:

- 18.1 have not appointed; or
- 18.2 cannot reach agreement to appoint,

Panellists within 5 days of the date of the Arbitration Notice (or such longer period as agreed between them), then the Custodial Trustee will appoint the remaining members of the Arbitration Panel.

- 19 Each Panellist will be appointed by notice in writing to the Secretariat and the other Relevant Parties.
- 20 The Arbitration Panel will commence the arbitration within 5 days of the date the last Panellist was appointed to the Arbitration Panel (or on such later date as agreed between the Relevant Parties and the Arbitration Panel).
- 21 The arbitration will be:
- 21.1 conducted in accordance with the Second Schedule to the Arbitration Act 1996, except for clauses 1 and 6 of that Second Schedule which the Relevant Parties agree will not apply;
 - 21.2 held at the Registered Office of Te Whakakitenga o Waikato or any other location as agreed between the Relevant Parties and the Arbitration Panel; and
 - 21.3 unless agreed otherwise by all Relevant Parties, conducted in English and/or Te Reo Maaori, as agreed between the Relevant Parties and the Arbitration Panel.
- 22 Subject to the right to appeal on questions of law in Schedule 2 of the Arbitration Act 1996, the decision of the Arbitration Panel will be:
- 22.1 given in writing; and
 - 22.2 final and binding on the Relevant Parties.
- 23 Any decision or determination of the Arbitration Panel must be by majority.
- 24 Unless the Relevant Parties agree otherwise or disclosure is required by law or for the purposes of enforcing the decision, information:
- 24.1 disclosed during the arbitration process; or
 - 24.2 contained in the Arbitration Panel's determination,
- will not be disclosed to any person not present at the arbitration, provided that:
- 24.3 details will be disclosed to the Custodial Trustees and the Marae of each Relevant Party; and
 - 24.4 the result of the Arbitration Panel's determination, including (where relevant) any details of how the Rules were applied and/or interpreted, and where the Arbitration Panel consents, a summary of that determination, will be provided to Te Whakakitenga o Waikato and/or Te Arataura.
- 25 The reasonable costs of the arbitration (including legal costs on a solicitor-client basis) will be published to and borne by Te Whakakitenga o Waikato, unless the Arbitration Panel determines otherwise. The Marae of each Relevant Party may be invited, by decision of the Arbitration Panel, to contribute to any Marae based costs of the arbitration, including costs associated with hosting the arbitration proceedings.

Handwritten signature and initials in the bottom right corner of the page.

Appointment of standing committee of Panellists

- 26 A subcommittee of Te Arataura, including at least one member of Te Arataura, one Elected Member who is not a member of Te Arataura and a majority of members who are not Elected Members or members of Te Arataura and are otherwise independent (*Appointments Committee*) will authorise and appoint, following endorsement of the Custodial Trustee by notice in writing, a standing committee of Panellists. Te Arataura will use reasonable endeavours to ensure that the first Appointments Committee is established no later than the date that is 6 months from the date of these Rules.
- 27 At any time, once appointed, Panellists may:
- 27.1 be removed by the Appointments Committee, following an endorsement of that decision by the Custodial Trustee; or
 - 27.2 resign by written notice to the Secretariat.
- 28 Te Arataura will use reasonable endeavours to ensure, that by no later than the date that is 12 months from the date of these Rules and at all times thereafter:
- 28.1 at least 8 and no more than 12 people are authorised by the Appointments Committee to act as Panellists;
 - 28.2 at least three Panellists must have legal experience;
 - 28.3 all Panellists must be knowledgeable of and empathetic with tikanga of Waikato-Tainui; and
 - 28.4 all Panellists are appointed by the Appointments Committee on the basis of their skills, abilities and suitability to act as Panellists.
- 29 No person may be appointed as a Panellist where that person:
- 29.1 is a Member or member of Te Arataura;
 - 29.2 is employed or otherwise engaged by or contracted to a Trust or any of the Related Entities; or
 - 29.3 would be disqualified from being a Member for any of the reasons set out in Rule 5.3.1,
- provided that no person will be excluded from being a Panellist on the basis that they are a Beneficiary or otherwise a member of Waikato-Tainui.
- 30 Te Arataura may adopt policies and procedures to supplement the processes set out in this Schedule 7, including conflicts of interest policies and appointment criteria for Panellists (together the *Policies*). In the event of any inconsistency between the Rules and the Policies, the Rules will prevail.
- 31 All Panellists must comply with the Rules and any policies as adopted by Te Arataura from time to time in accordance with this Schedule.
- 32 Notwithstanding anything to the contrary in this Schedule, no Panellist may be appointed to consider a Dispute (including as a member of a Mediation Panel or an

M. S.P.
1/11/17

Arbitration Panel) where that Panellist's involvement in the Dispute would be or may give rise to a real or potential material conflict of interest.

- 33 Promptly following the date of adoption of these Rules Te Arataura will appoint up to three experts who, for a transition period until at least 31 May 2016, will work with Te Arataura to prepare the Policies.

Disrepute and Disqualification

- 34 Any question of disrepute which arises under Rule 5.3.1(h) or 16.4.1(f) (*Question of Disrepute*) must be determined by an Arbitration Panel appointed in accordance with the process set out in this Schedule.

- 35 Where Member of Te Whakakitenga o Waikato or a member of Te Arataura believes an Elected Member or member of Te Arataura (the *Affected Member*) should be disqualified from membership as a result of a Question of Disrepute that person must notify the Secretariat (*Disrepute Notice*) giving:

35.1 the name of the Affected Member; and

35.2 the details of the Affected Member's conduct by reference to the disqualification criteria in Rule 5.3.1(h) or 16.4.1(f) (as applicable).

- 36 On receipt of a notice pursuant to clause 35 of this Schedule, the Secretariat must:

36.1 notify the Affected Member and his or her Marae; and

36.2 procure the establishment of an Arbitration Panel who will consider the Question of Disrepute and make a determination in relation to the Affected Member's ongoing membership of Te Whakakitenga o Waikato and/or Te Arataura (including the duration of any disqualification from Te Whakakitenga o Waikato) in accordance with this Schedule.

- 37 Clauses 17 - 25 of this Schedule will apply to the consideration Question of Disrepute, however, the term:

37.1 "Dispute" will be interpreted to mean the Question of Disrepute; and

37.2 "Relevant Parties" will be interpreted to mean the Affected Member and, where the Disrepute Notice was given by Te Whakakitenga o Waikato, the Chairperson of Te Whakakitenga o Waikato, or where the Disrepute Notice was given by Te Arataura, the Chairperson of Te Arataura.

Form of Notice of Support

- 38 A Notice of Support must be provided in the following form:

Notice of Support

We, [insert names] confirm that [insert name of Initiator]:

1. has the support of the trustees of the Marae trust of [insert name of Marae] in relation to:

- [all]



- [the following parts (*insert details of elements of the dispute being supported*) _____]

of the Dispute set out in the attached Dispute Notice.

2. [Insert name of Marae] supports [insert name of Initiator] pursuing those elements Dispute in accordance with Schedule 7 of the Rules of Te Whakakitenga o Waikato; and
3. we are authorised by the trustees of the Marae trust of [insert name of Marae] to give this Notice of Support.

CONFIRMED on behalf of _____ Marae by:

(Name)

(Signature)

(Name)

(Signature)


1/11/17