

TE WHAKAAETANGA TRUST DEED

DATED THIS 14th DAY OF JANUARY 2023

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TRUST DEED OF TE WHAKAAETANGA TRUST

DATED THIS 14th DAY OF JANUARY 2023

PREAMBLE

- A. The parties to this deed are the hapū of Te Whakaaetanga, being Ngāti Kuta, Patukeha, Ngāti Manu (me Ngā Hapū Rīriki, Ngā Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka) and Ngāti Torehina ki Matakā.
- B. Te Whakaaetanga Alliance (“**Te Whakaaetanga**”) was established by way of a Memorandum of Understanding (“**MOU**”) signed by Ngāti Kuta, Patukeha and Ngāti Manu in 2018. The key purpose of Te Whakaaetanga is to form a collective of hapū to advance Treaty of Waitangi/Te Tiriti o Waitangi redress on behalf of their respective hapū.
- C. In May 2019 Ngāti Torehina ki Matakā signed the MOU and joined Te Whakaaetanga. The option will remain open to other hapū to join Te Whakaaetanga in accordance with this Deed.
- D. Te Whakaaetanga have been confirmed by the Crown as a collective to initiate steps to obtain a mandate to enter into negotiations with the Crown.
- E. Te Whakaaetanga and any trustees appointed under this Deed will be guided by the Te Whakaaetanga Guiding Principles set out in the **FIRST SCHEDULE** to this Deed.
- F. This Deed establishes Te Whakaaetanga Trust, and sets out the terms upon which Te Whakaaetanga will operate.

PART A – NAME AND PURPOSES

1. DEFINITIONS AND INTERPRETATION

In this Deed, unless the context otherwise requires:

- 1.1. A singular term shall be construed to mean the plural where necessary, and a plural term the singular
- 1.2. **Defined Terms**

Acceding Hapū means a Hapū that has signed or acceded to the Trust Deed in accordance with clauses 30.1 and 30.2 and signs a Deed of Accession agreeing to be bound by the provision of this Trust Deed;

Adult Member means any person who is 18 years of age or above who is a Member of any Hapū of Te Whakaaetanga;

Beneficiaries means any person who is a Member of an Acceding Hapū. Membership of an Acceding Hapū will be determined by the respective Hapū and otherwise as set out in this Deed;

Claimants are the individuals or groups referred to in any Historical Claim provided for in this Deed;

Commencement Date the Commencement Date of the Trust shall be the date the Trust Deed is signed by all of the Initial Trustees.

Hapū of Te Whakaaetanga (Hapū) means Ngāti Kuta, Patukeha, Ngāti Manu and Ngāti Torehina ki Matakā and any Acceding Hapū.

Hapū Vote means the process set out in clause 19.

Historical Claim means every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the date in which redress is agreed) that any hapū of Te Whakaaetanga, had at, or at any time before, the date upon which redress is agreed, or may have at any time after the date upon which redress is agreed, and that:

- (a) Is, or is founded on, a right arising;
 - (i) From Treaty of Waitangi/Te Tiriti o Waitangi or its principles; or
 - (ii) Under legislation; or
 - (iii) From a fiduciary duty; and
- (b) Arises from, or relates to, acts or omissions before 21 September 1992;
 - (i) By, or on behalf of, the Crown; or
 - (ii) By, or under legislation; and
- (c) Includes the claims listed in the **SECOND SCHEDULE**.

Initial Trustee means a Trustee appointed in accordance with clause 10 of this Deed.

Initial Trustee Term means the period commencing on the date this Deed is executed, and expiring after 6 calendar months.

Member of Ngāti Kuta means any individual who affiliates through whakapapa or descent from Te Nana, Te Kemara, Whai Hakuene, Huri, Rewharewha, Titore Kuranui, Rewiti Irikohe, Ire, Whakahoe and Paraoa, irrespective of where that Member of Ngāti Kuta resides.

Member of Ngāti Manu means any individual who affiliates through whakapapa or descent from Ngāti Manu me Ngā Hapū Rīriki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka irrespective of where that Member of Ngāti Manu resides.

Member of Ngāti Torehina means any individual who affiliates through whakapapa or descent from Te Reinga irrespective of where that Member of Ngāti Torehina resides.

Member of Patukeha means any individual who affiliates through whakapapa or descent from Te Wharerahi, Rewa and Moka Kaenga Maata irrespective of where that Member of Patukeha resides.

Memorandum of Understanding means the Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019 formalising Te Whakaaetanga between the four hapū.

Ngāti Kuta means the hapū of Ngāti Kuta

Ngāti Manu means the hapū of Ngāti Manu me ngā hapū Rīriki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka;

Ngāti Torehina means the hapū of Ngāti Torehina ki Matakā

Patukeha means the hapū of Patukeha

Te Whakaaetanga means a large natural grouping formed between Ngāti Kuta, Patukeha, Ngāti Manu and Ngāti Torehina to achieve a mandate to negotiate collective redress with the Crown for their Treaty of Waitangi/Tiriti o Waitangi claims. Te Whakaaetanga was formalised in a Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019.

Trustee means a Trustee appointed in accordance with this Deed.

2. THE PARTIES – NGĀ HAPŪ

2.1 The parties to this Deed are the Hapū o Te Whakaaetanga, being those hapū which signed the Te Whakaaetanga Memorandum of Understanding:

- (a) Ngāti Kuta;
- (b) Patukeha;
- (c) Ngāti Manu me ngā hapū Rīriki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka (“Ngāti Manu”);
- (d) Ngāti Torehina ki Matakā

2.2 The rohe of each Hapū is set out in the **THIRD SCHEDULE** to this Deed.

2.3 Neighbouring hapū may accede to Te Whakaaetanga Trust Deed in accordance with the process set out in clause 30 of this Deed.

3. ESTABLISHMENT OF TRUST

3.1 The name of the Trust shall be Te Whakaaetanga Trust.

3.2 The Trustees declare that they will give to the Trust the sum of ten dollars (\$10.00) to form the basis of a fund (the “**Fund**”) to be held for the purposes outlined in clause 4 and on the terms set out in this deed.

- 3.3 The Trustees will also give to the Trust any available sum advanced by the Crown to support the Trust to seek a mandate and enter into negotiations with the Crown for redress on behalf of the Hapū of Te Whakaaetanga.
- 3.4 The Registered Office of the Trust shall be the offices of Wackrow Panoho & Associates at Level 5, 50 Kitchener Street, Auckland 1010 or such other address as may be determined from time to time by the Trustees.
- 3.5 This Trust is not intended to be used as the Post Settlement Governance Entity (“PSGE”) for the individual Hapū of Te Whakaaetanga.

4. PURPOSE

- 4.1. The Primary purpose of the Trust is to empower and advance the hapū and include any other charitable purpose or purpose beneficial to the Hapū of Te Whakaaetanga as the Trustees may determine.
- 4.2. In furtherance of the Primary Purpose, the Trust shall seek to enter into negotiations for the collective and respective Treaty of Waitangi/Tiriti o Waitangi redress of the Hapū and to advance the objects in clause 5.

5. OBJECTS

- 5.1 The Primary object of the Trust is to support the needs of the Hapū, and apply the principles agreed to and adopted by the Hapū as set out in the First Schedule towards the charitable purposes of the Trust; including but not limited to the following:
 - (a) To develop and implement robust Mandate and Negotiation Strategies to be endorsed by the Hapū to enter negotiations with the Crown as Te Whakaaetanga;
 - (b) To develop a robust Deed of Mandate to be signed by the Hapū of Te Whakaaetanga and the Crown;
 - (c) To prepare for and enter negotiations with the Crown for redress of Te Whakaaetanga Hapū Historic Claims;
 - (d) To act in the collective best interests of all of the Hapū of Te Whakaaetanga;
 - (e) To promote the tino rangatiratanga of the Hapū of Te Whakaaetanga;
 - (f) To promote, uphold and enhance the mana of the Hapū of Te Whakaaetanga;
 - (g) To facilitate open communication, information sharing, and reporting between the hapū and the Crown throughout the mandate and negotiation processes;
 - (h) To successfully negotiate a Deed providing redress for the Hapū with the Crown;
 - (i) To present an initialled Deed providing redress for the Hapū for ratification;
 - (j) To assist the hapū to establish their respective Post-Settlement Governance Entities (“PSGE”) and to ensure that the Hapū redress is properly received and distributed to hapū.

6. FUNCTIONS

- 6.1 The Trustees will apply the principles agreed to and adopted by the Hapū as set out in the **FIRST SCHEDULE** in exercising their functions. These functions include the following;
- (a) To inform the Hapū Members of the process undertaken by the Trust to obtain redress of their Historic Claims;
 - (b) To manage and support Negotiators (who shall be appointed in accordance with the **FOURTH SCHEDULE**) to act for and on behalf of the Hapū to negotiate redress of their Historic Claims;
 - (c) To communicate with Hapū Members, including via hui-a-hapū, a website, pānui, and any other means determined by the Trustees;
 - (d) To provide education and awareness about the mandate, negotiation and redress process to enable informed decisions to be made by the Hapū Members;
 - (e) To seek legal or other specialist advice in relation to the redress of Historic Claims, including representation matters, overlapping claims and any other specialist matters as required;
 - (f) When necessary, to engage suitably qualified organisations to provide financial, information systems, Hapū Databases, policy and communication services to the Trust;
 - (g) To provide regular reports on the activities of the Trust to the Hapū; and
 - (h) To do all such other things as directed by the Hapū and/or as may be required in furtherance of the objects.

PART B – TRUSTEES

7. POWERS OF THE TRUSTEES

- 7.1 The Trustees shall exercise their powers jointly in pursuit of the general administration of the Trust. In addition to all other powers conferred by law, the Trustees shall have the same powers as a natural person acting as a beneficial owner of the Trust fund. Such powers shall not be limited or restricted by any principle of construction, or rule of law, or statutory power or provision except to the extent set out in this deed.
- 7.2 The Trustees shall promote the objects of the Trust. The Trustees shall act on behalf of and in the interests of the Trust and the Hapū.
- 7.3 The Trustees shall also have the following powers:
- (a) To open or maintain such current or other accounts or such banks or other institutions and in such a manner as the Trustees from time to time determine.
 - (b) To collect funds and raise money by all lawful means and receive, accept, and encourage grants from the Crown or any source acceptable to the Trustees and to apply such funds to advance the Purposes and Objects outlined in this Deed.

- (c) To acquire any real or personal property or interest in such property whether by purchase, lease, hire, exchange or otherwise, and on such terms and conditions as the Trustees think fit.
- (d) To enter into and terminate contracts of employment or contracts for services including any contract arrangement or transaction with a natural person, government department, corporation or body;
- (e) To apply any income of the Trust Fund, for, or towards payment of any fees, costs, disbursements, debts or other liabilities or any part of such liabilities, owing by or in respect of the Trust or incurred in connection with the Trust, or Trust entities.
- (f) To seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957 and to seek registration under the Charities Act 2005;
- (g) To delegate any of its powers to any Trustee or Trustees or person or persons (including a committee or an employee) provided that such delegation shall be recorded in writing by the Trustees and may be revoked at any time;
- (h) To do all or any of the things which they are authorised to do under the Trusts Act 2019; and
- (i) To do all such other things as in the opinion of the Trustees will further the Primary Purpose and Objectives of the Trust.

8. TRUSTEE DUTIES

- 8.1 The Trustees must always act collectively and individually in accordance with their fiduciary duties and obligations.
- 8.2 In particular, the Trustees shall, in the performance of their duties:
- (a) Be thoroughly familiar with the terms of this Trust, including this Trust Deed and all documents, deeds, contracts and papers that relate to or affect the Trust;
 - (b) Act prudently, honestly and in good faith;
 - (c) Act in the best interests of the hapū of Te Whakaaetanga to act fairly and impartially;
 - (d) Not profit from a position as a Trustee of this Trust (subject to clauses 21.4 – 21.5);
 - (e) Not, collectively and individually, act or agree to act in a manner which contravenes this Deed.
 - (f) Obtain the necessary advice (such as from a lawyer, accountant, or other specialist advisor), when the Trustees lack the necessary experience; and
 - (g) Take steps to actively identify any relevant consideration (including any cultural considerations) that in the opinion of the Trustees should be considered, when making any decisions or doing any act on behalf of the Trust.
- 8.3 Every Trustee, when exercising powers or performing duties as a Trustee, must exercise the care, diligence, and skill to be reasonably expected of a person in like circumstances and in accordance with the Trusts Act 2019 and clause 8.2.

9. NUMBER OF TRUSTEES

9.1 The Trust shall comprise:

- (a) As at the date of this Deed, the Initial Trustees;
- (b) As at 6 months from the date of this Deed, the eight (8) Trustees appointed by their respective Hapū in accordance with clause 11.1.
- (c) In the event that a new hapū joins Te Whakaaetanga after the commencement of this Deed, two (2) further Trustees per Hapū appointed by their respective Hapū in accordance with clause 11.1.

10. INITIAL TRUSTEES

10.1 Despite any other provision in this Deed, for the period of 6 months from the date of this Deed;

- (a) The Initial Trustees shall be two representatives appointed by each Hapū and duly authorised by their Hapū to Execute this Deed.
- (b) The Initial Trustees will have the authority to exercise all the powers under this Deed.
- (c) At the expiration of the 6-month term, the appointment process as outlined in clause 11.1. will run.

10.2 If an Initial Trustee were to resign or be removed by their Hapū within the 6-month period, a replacement Initial Trustee shall be appointed by their respective Hapū. Any replacement Initial Trustee or Trustees appointed may remain only until the expiration of the 6-month term.

10.3 At the expiration of the 6-month term, any Initial Trustee is entitled to stand for re-appointment in accordance with clause 11.1.

11. ELECTION OR APPOINTMENT OF TRUSTEES

11.1 Trustees may be appointed from time to time in accordance with this clause.

11.2 Each Hapū is entitled to elect or appoint two (2) Trustees to the Trust in accordance with their tikanga at a Hapū Hui.

11.3 The Trustees shall only confirm the election or appointment of Trustees in accordance with this clause, upon receipt of the following information:

- (a) Evidence that the Hapū Hui included formal notification that an election or appointment of Trustees for the Te Whakaaetanga Trust would take place at the Hui; and
- (b) Evidence that the Hapū Hui was properly constituted in accordance with the terms of the Hapū; and

- (c) A letter signed by the Hapū Chair and/or a person nominated from the Hapū Hui confirming the elected Trustees; and
- (d) Minutes or a written record of the Hapū Hui showing the election/appointment of the elected Trustees; and
- (e) A signed consent form from the elected Trustees; and
- (f) Any other information the Trustees consider necessary to give effect to the appointment/election.

12. TERM OF OFFICE AND OFFICERS

- 12.1 Subject to clause 10.1, the term of office of every Trustee shall be three (3) years, unless he or she resigns or is removed from office in accordance with this Deed.
- 12.2 Trustees are eligible for re-election or re-appointment at the expiry of their term of office in accordance with clause 11.1.

Chairperson

- 12.3 The Trustees shall annually determine from amongst their number who shall be the Chairperson of the Trust. The Chairperson shall hold office for a period of one (1) year from his or her appointment or such other period as determined by the Trustees.

Secretary and Treasurer

- 12.4 The Trustees shall annually determine from amongst their number or otherwise any such qualified person, to be the Secretary and the Treasurer of the Trust. The Secretary and Treasurer shall each hold office for a period of one (1) year from their appointment or such other period as determined by the Trustees.

Record of Trustees

- 12.5 Upon every appointment, re-appointment, removal, or cessation of office of any Trustee, the Trustees shall record such fact in the Minute Book of the Trust.

13. ELIGIBILITY TO BE A TRUSTEE

- 13.1 The following persons shall not be eligible for appointment, or to remain in office, as a Trustee;
 - i. **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;

- ii. **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- iii. **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- iv. **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- v. **Property Order:** a person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988; and if any of the above events occur to an existing Trustee, they shall be deemed to have vacated their office upon such event;
- vi. **Charities Act:** a person who is disqualified from being an officer of a charitable entity pursuant to section 16 of the Charities Act 2005; or
- vii. **Employee:** a person who is a paid employee of the Trust, or a paid employee of any council, trust, or organisation which provides funds to the Trust, except as provided for in clauses 20.7 and 21.4-21.5.
- viii. **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.7-14.9.

14. RESIGNATIONS, DEATH OR REMOVAL

Resignation

14.1 Any Trustee may resign from the Trust by giving no less than 30 days written notice to the remaining Trustees and the resigning Trustees Hapū and such notice shall take effect from the date specified in the notice or, if there is no date specified upon the expiry of 30 days from the date the notice was received by the Hapū and the remaining Trustees.

Failure to Attend

14.2 A Trustee who fails to attend three consecutive meetings of the Board of Trustees without prior written notice and reasonable explanation (as determined by the other Trustees) shall be deemed to have vacated their office.

Death

14.3 Upon the death of a Trustee, their position shall be deemed to be vacant.

Removal by Direction of Hapū

- 14.4 Any Hapū may direct that their hapū Trustee be removed in accordance with this section for any reason not already provided for in clause 14.7 – 14.8 below.
- 14.5 Any Hapū seeking to exercise the powers under this clause must immediately notify the Trust in writing signed by the Hapū Chair and/or the two appointed/elected Hapū Trustees outlining the date of the Hapū decision and any supporting minutes or records of a motion removing the Trustee
- 14.6 Upon receipt of the information set out in cl14.5 the removed Trustee shall cease to hold office immediately.

Trustees may be censured or removed

- 14.7 Where any Trustee acts in a manner that brings or is likely to bring the Trust into disrepute, and all Trustees other than the Trustee in question unanimously resolve as such, the Trustees shall refer his or her actions, with supporting evidence, to his or her Hapū to determine whether the Trustee shall be censured or removed by the Hapū in accordance with clause 14.4.
- 14.8 Where a Hapū has declined to censure or remove a Trustee, that decision must be notified to the Trustees in writing with reasons provided. Following receipt of that notice, if the Trustees and/or any other Hapū still consider that Trustee should be censured or removed, they may within 10 days of receiving the notice call a Special General Meeting in accordance with clause 17.
- 14.9 The result of the SGM shall be conclusive.

Vacancies

- 14.10 Where a Trustee ceases to hold office in accordance with this Deed the Trustees' Hapū shall fill any such vacancy in accordance with clause 11.1.

Quorum upon resignation, death or removal

- 14.11 Where a Trustee has resigned, died, or been removed in accordance with this Deed, the Trust may continue to operate, provided there is at least one (1) Trustee representative of each Hapū of Te Whakaaetanga in office ("Quorum").

PART C - MEETINGS

15. MEETINGS OF TRUSTEES

- 15.1 The Trustees shall meet at such places and times, and in such manner, as they determine. The Chairperson shall Chair Trustee meetings, or in his/her absence any other Trustee as determined by the Trustees.

- 15.2 A record or minute of Trustee meetings shall be taken and kept by the Trust Secretary or some other person as determined by the Trustees. Following each meeting, a copy of the minutes shall be circulated to the Trustees for any amendments or approval.
- 15.3 A resolution in writing signed or assented to by email or other electronic communication by the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several documents in like form each signed by one or more Trustees. Any such resolution must be unanimous.

Notice for Trustee meetings

- 15.4 Unless otherwise agreed by a quorum of the Trustees, at least 5 days' notice of a Trustee meeting shall be given to all Trustees.
- 15.5 A meeting of the Trustees may be held where one or more of the Trustees are not physically present at the meeting, provided that all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means or telephone or other form of communication.
- 15.6 For the avoidance of doubt, any such Trustee meeting may be held by teleconference, audio visual link, or other digital or electronic means.

Proceedings at Trustee meetings

- 15.7 The Chairperson shall prepare an Agenda for each Trustee meeting to be circulated prior to the meeting. Any other Trustee may submit items for inclusion in the Agenda.

Annual Report

- 15.8 The Trust must, within 5 months after the end of each financial year, prepare an Annual Report on the affairs of the Trust for the financial year which includes:
- (a) A summary of the activities of the Trust for the financial year; and
 - (b) The reviewed financial statements of the Trust for that financial year.

Voting at Trustee meetings

- 15.9 Each Trustee present at a meeting shall be entitled to one vote.
- 15.10 Except as otherwise provided in this Deed, all resolutions passed at a meeting of the Trustees shall be by a majority of the Hapū represented at the meeting and any such resolution shall be binding on all Trustees.

Major decisions

15.11 Any Major Decision of the Trust shall be referred to an AGM or SGM to be passed by a resolution of the Hapū in accordance with cl19.

15.12 A Major Decision of the Trust shall be in respect of:

- (a) Expenditure from the Trust fund of any amount in excess of \$10,000; and/or
- (b) Any contract for employment or services involving the Trust; and/or
- (c) Submission of the Te Whakaaetanga Deed of Mandate for endorsement; and/or
- (d) Submission of an Agreement in Principle with Te Whakaaetanga; and/or
- (e) Submission of a Deed providing redress for the Hapū of Te Whakaaetanga for ratification; and/or
- (f) Appointment and/or Removal of Expert Negotiators for Te Whakaaetanga; and/or
- (g) Any other matter the Trustees may determine is a major decision from time to time.

16. ANNUAL GENERAL MEETINGS

16.1 The Trust will, in each calendar year after the date of this Deed, hold an Annual General Meeting, in addition to any other meetings held in that year.

16.2 The Annual General Meeting must be held within 9 calendar months of the end of the financial year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next.

16.3 The first Annual General Meeting shall be held not later than 12 months after the date of this Deed.

16.4 The purpose of the Annual General Meeting will be:

- (a) To report on the operation of the Trust;
- (b) To provide an update on any Treaty Settlement related matters affecting Te Whakaaetanga;
- (c) To present and review the Annual Report for the most recently completed Financial Year, the Chairperson's Report, and the reviewed Financial Statements of the Trust for that Financial Year; and
- (d) Undertake all other notified business.

16.5 An individual Hapū member may only submit a resolution to be included in the Agenda for an AGM if it is supported by a letter in writing from the Hapū Chair or Hapū Trustees. Any such item must be provided to the Trustees in time and must comply with the Notice provisions in cl16.6-16.7.

Notice of an Annual General Meeting

- 16.6 No less than 60 days before the date of the Annual General Meeting, the Trustees will provide notice of the Annual General Meeting to the Hapū by way of a letter signed by the Trust Chairperson to the Hapū and through a public notice published in a newspaper circulating in the Bay of Islands/Ipipiri region.
- 16.7 The notice for an Annual General Meeting must specify:
- (a) The date, time and venue for the meeting;
 - (b) The agenda for the meeting covering all matters in clause 16.4 with sufficient detail to accurately inform the Beneficiaries of all matters that are to be discussed at the meeting
 - (c) Information regarding where copies of any relevant reports or documents may be obtained, including the details of any Special Resolution proposed to be put to the Annual General Meeting and the reasons for it.

17. SPECIAL GENERAL MEETINGS

- 17.1 In addition to the AGM of the Trust, the Trustees shall convene a Special General Meeting (SGM) within 60 days upon the written request of:
- (a) A valid resolution of Trustees in accordance with cls 15.3 or 15.10; or
 - (b) No less than 10 Adult Members of each Hapū of Te Whakaaetanga; or
 - (c) No less than 20 Adult Members of a single Hapū of Te Whakaaetanga.
- 17.2 The written request shall include:
- (a) A Statement setting out the purposes for which the SGM has been requested; and
 - (b) A list of agenda items and resolutions proposed for the SGM.

Notice of a Special General Meeting

- 17.3 Upon receipt of the information required in cls 17.1 and 17.2 the Trustees shall give notice of the SGM in the same manner as for notice of an AGM under cls 16.6 and 16.7.
- 17.4 No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that Special Meeting.

18. QUORUM FOR MEETINGS

- 18.1 If a quorum is not reached for any meeting provided for under this Deed, the business of the meeting which would have been discussed shall be deferred until the next properly constituted meeting.

Trustee Meetings

18.2 The quorum required for any Trustee Meeting must be no less than one (1) Trustee representing each of the affiliated hapū (whether in person, or by electronic or other Audio-Visual means).

AGM and SGM

18.3 The quorum required for any AGM or SGM shall be:

- (a) At least one (1) Trustee representing each affiliated Hapū present in person; and
- (b) No less than ten (10) Adult Members of each Hapū o Te Whakaaetanga present in person.

19. HAPŪ VOTING

19.1 Except as otherwise stated in this Trust Deed, any business of the Trust requiring a resolution at an AGM or SGM must be determined by way of a Hapū Vote. Individual votes from members of the respective Hapū will not be accepted.

19.2 A Hapū Vote shall be conducted as follows:

- (a) Each Hapū shall have one Vote;
- (b) Each Hapū shall determine their position on the resolutions for the AGM or SGM at a Hapū hui prior to any AGM or SGM occurring. The results of that Hapū hui shall be communicated to the Hapū Trustees who will table that decision as the Hapū Vote;
- (c) A resolution shall pass by unanimous Hapū Vote;
- (d) Where a majority of hapū are in support of the resolution, and unanimity is not reached at the AGM or SGM, the Hapū will within 2 months of the AGM or SGM collectively wānanga that motion further until unanimity is reached. If unanimity is reached, a record of the hui at which unanimity is reached shall be kept by the Trustees and the resolution will pass. However, if after that time, unanimity is not reached, the resolution will fail

19.3 Where any matters are raised by an individual at an AGM that does not accord with the Hapū Vote tendered by their Hapū the matter shall be referred back to that Hapū to be addressed in accordance with their own tikanga.

19.4 Notwithstanding the provisions for Hapū Voting recorded at cls 19.1-19.3 above, the Trustees present in person may unanimously call for a vote at an AGM or SGM on a resolution in respect of any pre-notified matter and following discussion during the course of the AGM or SGM and the voting for such resolution shall be taken as follows:

- (a) Each adult member present in person may cast a vote on behalf of their nominated hapū;
- (b) The votes shall be tallied on a Hapū basis which means a majority of adult member votes (by Hapū) in favour of the resolution shall be counted as the Hapū vote;
- (c) A resolution shall only pass by unanimous Hapū vote (except where it is a vote in respect of a request to Withdraw from the Trust in accordance with cl29.1 in which case the vote of the withdrawing Hapū shall be determinative).

20. UNRULY MEETINGS

- 20.1 If in the opinion of all of the Trustees present in person the business of the meeting cannot be conducted in a proper and orderly manner, or becomes unduly protracted, the meeting shall be adjourned for no more than 30 minutes. If after 30 minutes of the matter being adjourned, all of the Trustees present in person determine the business of the meeting cannot be conducted in a proper or orderly manner, the meeting shall be adjourned and any uncompleted item of business for which notice was given and a resolution is required to be voted on, shall be deferred to a later SGM.

PART D – OTHER MATTERS

21. CONFLICTS OF INTEREST

- 21.1 The Trustees shall recognise and manage Conflicts of Interest in accordance with this clause.
- 21.2 A Trustee who has or may have a Conflict of Interest (as determined by the Trustees) must immediately disclose the interest to the Chairperson. The interest must be recorded in a Conflict of Interest Register to be maintained by the Secretary of the Trust. The conflicted Trustee may, following disclosure of the Conflict, participate in the deliberations affecting the matter, but the conflicted Trustee shall not vote on such matter and shall leave the meeting for any such vote, unless there is a unanimous resolution of the other non-conflicted Trustees approving the vote by the conflicted Trustee.
- 21.3 Where a Trustee is aware that, or reasonably believes that, another Trustee has or may have a Conflict, he or she must require the other Trustee comply with clause 21.2 above, or demonstrate that he or she has no Conflict.
- 21.4 No person shall be disqualified from holding office as a Trustee by virtue of that person being employed, or contracted to provide services in accordance with the powers afforded under this Deed.

- 21.5 If a Trustee is employed, or contracted to provide services to the Trust, any such employment or contract shall be recorded in the Conflicts Register and the Trustees must unanimously resolve that the employment or contract for services arrangement is:
- (a) Commercially prudent; and
 - (b) In the best interests of the Trust; and
 - (c) For a reasonable fee.

22. AMENDMENTS TO THE TERMS OF THE TRUST DEED

- 22.1 This Deed may be altered or amended by a unanimous resolution of the Trustees or by a resolution passed by way of a Hapū Vote in accordance with cl19 provided that no such amendment shall:
- (a) Alter the Trust's Purposes so that the Trustees are no longer required to act for the benefit of the Members of Ngā Hapū o Te Whakaaetanga and their Hapū Communities.

23. REVIEW OF TRUST

- 23.1 Within five (5) years of the constitution of the Trust, the Trustees shall undertake a review of this Trust Deed and its operation with a view to reporting to the next Annual General Meeting on the effectiveness of the arrangements set out in this Trust Deed. Such report shall include recommendations as to the alterations (if any) that should be made to this Trust Deed.

24. ACCOUNTS

- 24.1 The Trustees must keep true and fair accounts of all money received and expended.
- 24.2 The Trustees shall, as soon as practicable after the end of every financial year of the Trust, cause the accounts of the Trust for that financial year financially reviewed by an accountant and the Trustees shall present reviewed accounts to the Annual General Meeting together with an estimate of income and expenditure for the current year.

25. DUTY OF DISCLOSURE

- 25.1 The Trustees must make available to any registered Member of a Hapū of Te Whakaaetanga upon that Member's request at that Member's cost:
- (a) A copy of this Deed and any amendment to it;
 - (b) The Annual Accounts of the Trust for any preceding financial year;

- (c) The Minutes of any Annual General Meeting or Special Meeting;
- (d) The Minutes of any Trustee Meeting (except those parts of the minutes that are confidential);

25.2 In clause 25.1(d) above, minutes are confidential only if, and to the extent that, the accounts contain confidential material.

26. TRUSTEE LIABILITY AND INDEMNITY

26.1 The Trust is liable for any expense or liability incurred by the Trust.

26.2 A Trustee who incurs an expense or liability when acting with the authority of the Trust is entitled:

- (a) if the Trustee has paid the expense or discharged the liability out of the Trustee's own funds, to seek reimbursement from the Fund; or
- (b) in any other case, the Trust must pay the expense or discharge the liability directly from the Fund;

Unless the expense or liability arose from the Trustee's dishonesty, wilful misconduct or gross negligence or was incurred without authority from the Trust.

26.3 Where such expense or liability has arisen from the Trustee's dishonesty, wilful misconduct or gross negligence, or was incurred without authority from the Trust, no other Trustee shall be individually liable.

27. WINDING UP THE TRUST

27.1 The Trust may be wound up by unanimous resolution passed by way of a Hapū Vote at a General Meeting of the Trust provided the Trustees are satisfied the Trust has accomplished the purpose and objectives of the Trust.

28. DISPUTE RESOLUTION

28.1 If a dispute between one or more Hapū of Te Whakaaetanga or their representatives arises out of or in connection with the Trust, the Hapū and/or their representatives must hui/wananga in accordance with tikanga to try to resolve the dispute.

28.2 Where a dispute cannot be resolved by hui or wānanga within 2 months', the affected Hapū must provide notice in writing ("Dispute Notice") of the continued dispute to the Trustees. Any such notice must:

- (a) Be signed by at least 10 members of the Hapū raising the dispute; and
- (b) Outline the issues in dispute and the resolution(s) sought; and
- (c) List the persons/groups with whom the dispute relates to.

28.3 Upon receipt of any Dispute Notice, the Trustees shall within 30 days schedule a meeting with all relevant persons/groups to:

- (a) Agree the list of issues; and
- (b) Agree up to 3 pou tikanga/pūkenga to be appointed to determine the issue. Where agreement cannot be reached as to the appointment of pou tikanga or pūkenga, the Trustees will appoint pou tikanga or pūkenga of their choosing.

Tikanga process

28.4 The pou tikanga/pūkenga agreed or appointed in accordance with cl 28.3 shall:

- (a) Review the agreed list of issues;
- (b) Request any further information they may need from the relevant persons/groups involved;
- (c) Determine the relevant process to be followed by the persons/groups to resolve the dispute including but not limited to:
 - i. Adopting the guiding principles set out in SCHEDULE 1 to assist with resolving the dispute;
 - ii. Requesting to meet with the persons/groups involved where they deem it necessary to do so.
 - iii. Within 3 months of their appointment, report their findings in respect of each issue and determine what actions (if any) are required to resolve the issue(s).
- (d) The Trustees shall rely on the findings of the pou tikanga/pūkenga in resolution of the dispute.

29. WITHDRAWAL FROM THE TRUST

29.1 If any Hapū, having endeavoured to resolve any issues in accordance with tikanga, wishes to withdraw from the Trust, the following process must occur:

- (a) A notice in writing signed by the Hapū Chairperson and/or the two appointed/elected Hapū Trustees supported by a resolution passed at a properly constituted Hapū hui seeking to withdraw must be sent to the Trustees advising of that hapū intention to withdraw from the Trust ("**Withdrawal Notice**"). The Withdrawal Notice must include:
 - i. Evidence that the Hapū hui was properly constituted including a copy of the notice, and agenda item specifying an item for discussion was Hapū Withdrawal from the Te Whakaaetanga Trust; and
 - ii. A copy of the attendance list and meeting minutes from the hapū hui where it was resolved that the hapū would withdraw from the Trust; and
- (b) Upon receipt of the Withdrawal Notice, the Trustees will within 10 days call a Special General Meeting in accordance with clause 17 to discuss the Withdrawal Notice with the Hapū;

(c) If at the conclusion of the Special General Meeting, the Hapū still wishes to withdraw from the Trust the Trustees will accept the Withdrawal Notice and update the Trust records to reflect that the Hapū is no longer represented by the Trust.

29.2 For the avoidance of doubt, a Hapū who has withdrawn from the Trust will no longer be entitled to benefit from the Trust, nor will they be entitled to appoint Trustees to represent their interests. If a Hapū wishes to re-join the Trust at a later date they will need to follow the process set out in clause 30.

29.3 Notwithstanding the withdrawal of a hapū, those hapū continuing to support the Trust and engaging in negotiations may only deal with claims, assets, lands and resources within their rohe and not within the rohe of withdrawing hapū.


30. ACCESSION TO THE TRUST

30.1 Any hapū seeking to join Te Whakaaetanga must satisfy the Hapū of Te Whakaaetanga of their readiness to proceed in the mandating and/or negotiating process and must agree to be bound by the terms of the Memorandum of Understanding and of this Deed by signing a Deed of Accession (set out in the FIFTH SCHEDULE).


30.2 Upon signing the Deed of Accession, the Acceding Hapū shall provide a copy of the Deed to the Trustees who will then add it to the agenda for the earlier of an AGM or SGM so that the Hapū may decide whether or not to grant their consent to the Acceding Hapū. That consent must be confirmed by a resolution passed at an AGM or SGM.

N WITNESS whereof this Deed has been executed on the date above written

Executed by
SHIRLEY LOUISE HAKARAIA as Settlor/)
Initial Trustee in the presence of)
)


Shirley Louise Hakaraia
Patukeha







Witness

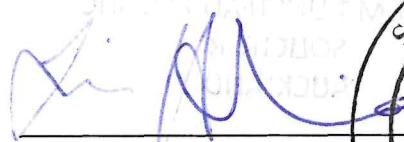
Name of Witness
CORAL M T LINSTEAD-PANOHC
SOLICITOR
AUCKLAND

Address


Maude Hau Ririnui



Ateris Clarke-Krukamu

Executed by
JAMIE NEIL ROPATA HURIKINO)
as Settlor/Initial Trustee in the presence))
of))

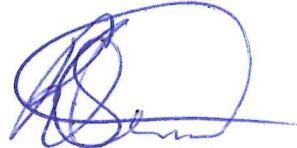


Jamie Neil Ropata Hurikino
Patukeha





Witness

 Bob Clarke .

~~CORAL M T LINSTEAD-PANOHC~~
Name of Witness
SOLICITOR
AUCKLAND

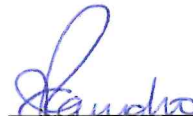
Occupation

Address

Executed by
NATASHA DENISE TAMARA NATHAN)
as Settlor/Initial Trustee in the presence))
of))



Natasha Denise Tamara Nathan
Ngāti Kuta



Witness


Cilenys Papuni

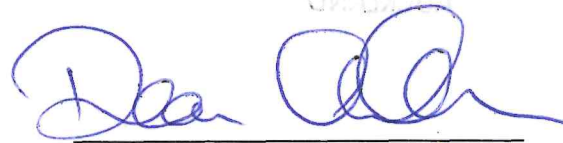
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Name of Witness
SOLICITOR
AUCKLAND

Occupation

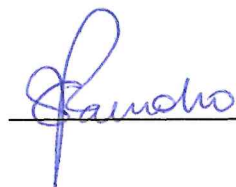
Occupation

Address

Executed by
DEAN RICHARD CLENDON)
as Settlor/Initial Trustee in the presence))
of))



Dean Richard Clendon
Ngāti Kuta



Witness



Witness

~~CORAL M T LINSTEAD-PANOHC~~

Name of Witness
~~SOLICITOR~~
AUCKLAND

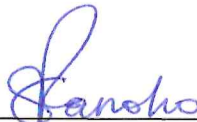
Occupation

Address

Executed by
HERBERT VINCENT RIHARI as Settlor/
Initial Trustee in the presence of

)
)
)


Herbert Vincent Rihari
Ngāti Torehina ki Matakā


Witness

~~CORAL M T LINSTEAD-PANOHO~~

Name of Witness
~~SOLICITOR~~
AUCKLAND

Occupation


Address

Executed by
GIDEON PAERATA RIHARI as Settlor/
Initial Trustee in the presence of

)
)
)




Te Harihanga Rihari


Witness

~~CORAL M T LINSTEAD-PANOHC~~

Name of Witness
~~SOLICITOR~~
AUCKLAND

Occupation


Address

Executed by





Te Harihanga Rihari


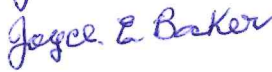
KELLY JEAN BATISTICH as Settlor/
Initial Trustee in the presence of



Witness

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Kelly Jean Batistich
Ngāti Manu



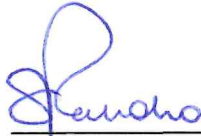
~~CORAL M T L INSTEAD-PANOHI~~
~~Name of Witness~~
SOLICITOR
AUCKLAND

Occupation


George Mann

Address

Executed by
SCOTT WILLIAM SMITH as Settlor/
Initial Trustee in the presence of



Witness

)
)
)



Scott William Smith
Ngāti Manu

~~CORAL M T L INSTEAD-PANOHI~~
~~Name of Witness~~
SOLICITOR
AUCKLAND

Occupation

Address

FIRST SCHEDULE: GUIDING PRINCIPLES

1. GUIDING PRINCIPLES

- 1.1. To care for all who whakapapa to the hapū of Te Whakaaetanga irrespective of their place of residence
- 1.2. Acknowledgement of Hapū rights in respect of all taonga, and the paramount right of the hapū to ownership, control and management over all their traditional lands and resources.
- 1.3. Recognition and right to restoration and protection and/or strengthening of wāhi tapu, papakāinga and marae.
- 1.4. Control of resources (both current and future), discovered and yet to be discovered, including natural resources reserved to the Hapū.
- 1.5. The guiding principles of Te Whakaaetanga are set out in the Te Whakaaetanga Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019. Those principles are:
 - (a) Kōtahitanga: The parties will work together to build unity of purpose and solutions that are workable and acceptable to all parties. The parties have a commitment to work together to achieve the best outcomes for all hapū who are party to this deed;
 - (b) Whanaungatanga: Recognise the shared whakapapa and tikanga of the hapū and acknowledge that Te Whakaaetanga will provide a way to strengthen the hapū connections with one another. *Ko te hononga tai, ko te hononga hapū: The binding tides are also that which bind the hapū.*
 - (c) Hapū Mana Motuhake: Each hapū has its own mana motuhake, and autonomy within their respective rohe in accordance with mana whenua, mana moana, mana tūpuna, mana wairua and ahikātanga. Each hapū will respect the mana hapū of one another and each hapū will be responsible for communicating with their own hapū.
 - (d) Hapū Motuhake (autonomy): The hapū are committed to developing collective strategies that will lead to hapū based redress. This does not rule out the possibility of shared solutions.
 - (e) Whakatau Tika (accountability): The hapū will operate in a manner that promotes open communication, transparency, and the sharing of information. Each hapū acknowledges the accountability and responsibilities owed to our whānau and hapū.
 - (f) The hapū did not cede rangatiratanga to the Crown. This principle was confirmed by the Waitangi Tribunal Stage One Te Paparahi o Te Raki (Wai 1040) Report in 2014.

- (g) The hapū commit to working together to negotiate and achieve individual hapū redress for their historical Treaty of Waitangi/Tiriti o Waitangi claims

2. RESPONSIBILITIES OF THE TRUST

- 2.1. Affirming the identity and mana of each Hapū.
- 2.2. Promoting and advocating the tino rangatiratanga of each Hapū and its descendants.
- 2.3. Fair distribution of resources amongst all hapū pursuant to negotiations, recognising the needs of, and need to be fair, to all hapū. Skills, resources, and information are to be shared by and among hapū.
- 2.4. Establishing relationships within local and national frameworks, for example, with district councils and local territorial authorities.
- 2.5. Resources to further research and develop the hapū claims.
- 2.6. The need for compromise arising from the inherent nature of balancing various interests.

3. SAFEGUARDS

- 3.1. The Trust structure will be representative of all hapū.
- 3.2. The Trust structure shall promote shared leadership and progression of the claims of the Hapū Hapū, and shall empower the descendants of The Hapū by ensuring their opportunity to participate in the decision-making process.
- 3.3. Trustees shall abide by the guiding principles, and be informed by the needs and safeguards adopted by the Trust.
- 3.4. The Trust shall be the body holding the mandate to represent the hapū, endorse the negotiating team on the instructions of the hapū, and to commence negotiations with the Crown over the claims of the hapū.
- 3.5. Before the appointed negotiating team commences any negotiations with the Crown, the scope and nature of the claim shall be put to the descendants of the Hapū for consultation, discussion, and consideration with the objective of ensuring the claim is comprehensive and accords with the principled approach to progressing the claim and is responsive to the needs of the safeguards to which the Trust has agreed.
- 3.6. The Trust will ensure full and regular communication with the descendants of the Hapū over all aspects of progressing the claim.
- 3.7. The Trust shall bring forward to the descendants of Ngā hapū its proposals as to distribution of the benefits of the claim of redress. Such proposal and consideration of the proposal shall be informed by the agreed principles, needs and safeguards agreed to by the Trust.

SECOND SCHEDULE: HISTORICAL CLAIMS

Hapū	Wai No.	Named claimant(s)
Ngāti Kuta	1307	Matutaera Te Nana Clendon, Robert Sydney Willoughby and Te Aroha Rewha, Marara Kaweroa Hook
Patukeha	1140	Kataraina Hemara (dec), Moka Puru, Moses Witehira, Shirley Louise Hakaraia and Peti Ahitapu
Ngāti Manu	354	Arapeta Witika Pomare Hamilton on behalf of descendants of Pomare II and members of the Ngāti Manu, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes
	1514	Pita Apiata on behalf of Ngāti Kawa and Ngāti Manu
	1535	Joyce Baker and Deon Baker on behalf of descendants of Pomare II and members the Ngāti Manu, Ngāti Rahiri ki Waitangi, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes
Ngāti Torehina ki Matakā	1508	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari and Herbert Vincent Rihari for themselves and on behalf of Ngāti Torehina ki Matakā hapū
	1757	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari, Herbert Vincent Rihari and Mama Waiahurangi Rihari-Scott

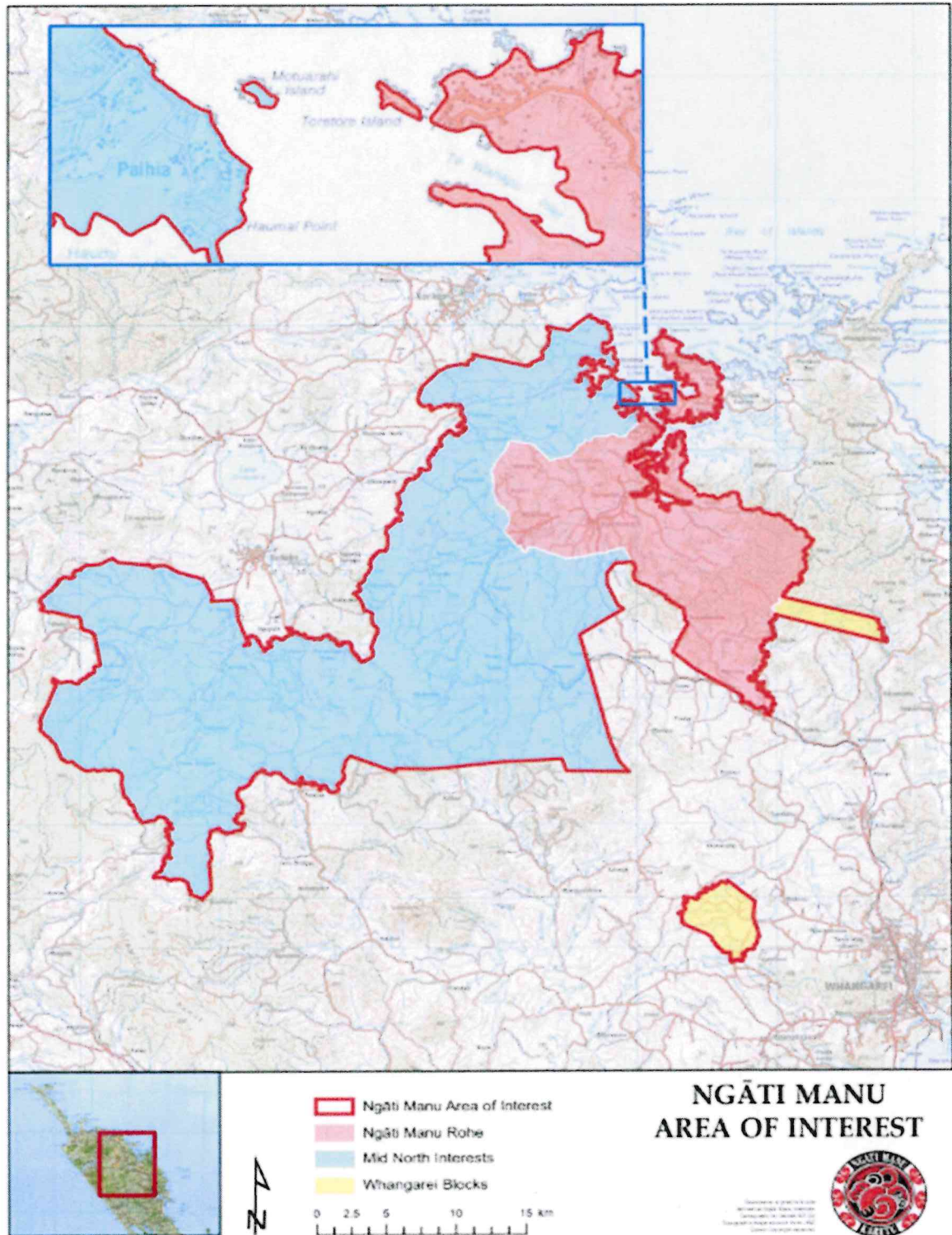
Patukeha



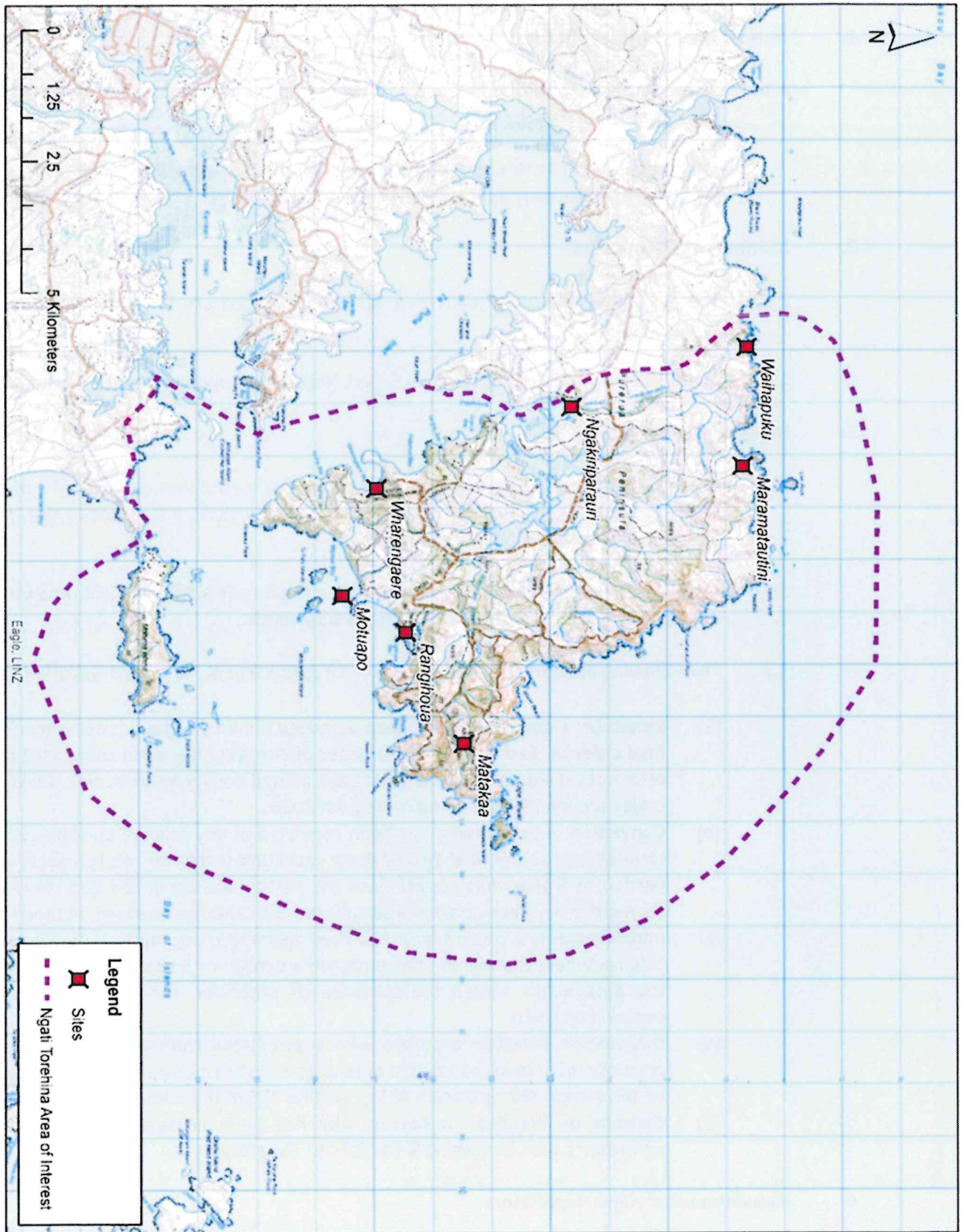
Ngāti Manu

“Ma te whakapapa e whakaatu ana i nga whenua rangatira o nga mātua tupuna”

- *There must be a genealogy that identifies the chiefly lands of our ancestral forebears*
Na Pomare II



Rohe Mana-moana o Ngāti Torehina ki Matakā



FOURTH SCHEDULE: HAPŪ NEGOTIATORS

1. Te Whakaaetanga Negotiators

1.1. At any time after the Commencement Date and in accordance with this FOURTH SCHEDULE of the Deed:

- (d) the Hapū of Te Whakaaetanga may appoint Hapū Negotiators; and
- (e) the Trustees may appoint Expert Negotiators.

2. Numbers of Negotiators

2.1. There shall be no more than two (2) Hapū Negotiators for each Hapū of Te Whakaaetanga;

2.2. There shall be no more than one (1) Expert Negotiator appointed by the Trustees.

3. Hapū Negotiators

3.1. A Hapū Negotiator may be any person appointed in accordance with clause 4 of this FOURTH SCHEDULE as a Hapū Negotiator and may include a member of the Hapū and/or a Trustee of Te Whakaaetanga.

3.2. A Hapū Negotiator must in the opinion of the Hapū have sufficient skills, knowledge and expertise to carry out the role of Hapū Negotiator.

3.3. The following persons shall not be eligible for appointment, as a Hapū Negotiator;

- (a) **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
- (b) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- (c) **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- (d) **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- (e) **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.5-14.7 of the Trust Deed.

4. Appointment of Hapū Negotiators

4.1. Hapū Negotiators must be endorsed at a properly constituted Hapū Hui in accordance with the tikanga of that Hapū and in the same manner prescribed for the appointment of Trustees in clause 11 of the Deed.

- 4.2. Following the endorsement of Hapū Negotiators at a Hapū Hui, the Trustees of the respective Hapū will present the following information to the Trust in order for that appointment to be confirmed:
- (a) The name and contact information of the negotiator; and
 - (b) A copy of the Hapū Hui notice with sufficient detail that appointment of a negotiator was contemplated; and
 - (c) A copy of the Hapū Hui minutes and resolution confirming the appointment; and
 - (d) A copy of the attendance register for the Hapū Hui appointing the negotiator; and
 - (e) A signed consent from the negotiator.
- 4.3. The Trustees reserve the right to seek any further detail from the Hapū prior to confirming the appointment of the Hapū Negotiator. The Trustees must not unreasonably withhold or delay confirmation of appointment where the information in cl 4.2-4.3 has been provided.
- 4.4. The Trustees must keep a schedule of Hapū Negotiators.

5. Role of Hapū Negotiators

- 5.1. The role of the Hapū Negotiators shall be:
- (a) To negotiate with the Crown, in accordance with the Negotiation Strategy developed by the Trustees and Hapū, the collective and individual Treaty of Waitangi/Tiriti o Waitangi redress on behalf of the affiliated hapū of Te Whakaaetanga;
 - (b) To take instruction from the Hapū through directions from the Trustees;
 - (c) To act in the best interests of all of the Hapū of Te Whakaaetanga

6. Removal of Hapū Negotiators

- 6.1. Hapū Negotiators may be removed in the same manner as a Trustee in accordance with clauses 14.5-14.9 of the Trust Deed and subject to this clause.
- 6.2. The Trustees at all times retain the right to investigate the conduct of a negotiator and are empowered to suspend the negotiations or the role of a negotiator for a reasonable period of time while any investigation is in progress or until such time as the Hapū has concluded the process for removal of a negotiator as outlined in clause 14.4-14.6 whichever is earlier.

7. Expert Negotiators

- 7.1. An Expert Negotiator may be any professional, or expert with specialist knowledge relevant to any aspect of the Negotiations process.
- 7.2. An Expert Negotiator must have sufficient skills, knowledge and expertise to carry out the role of Expert Negotiator and a history of paid professional service in that area.

- 7.3. The following persons shall not be eligible for appointment, as an Expert Negotiator;
- (f) **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
 - (g) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
 - (h) **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
 - (i) **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
 - (j) **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.5-14.7 of the Trust Deed.

8. Expert Negotiators

- 8.1. The Trustees may appoint one (1) Expert Negotiator from time to time as the Trustees deem necessary to assist with the negotiations.
- 8.2. Any proposed Expert Negotiator must provide the following information to the Trustees for consideration:
- (a) Curriculum Vitae;
 - (b) Evidence of expertise or professional qualifications;
 - (c) A quote for their services;
 - (d) A letter consenting to the appointment as negotiator
- 8.3. The information referred to in cl8.2 shall be tabled at the next Trustee meeting and the appointment can only be confirmed by unanimous resolution of the Trustees.

9. Expert Negotiators

- 9.1. The Role of Expert Negotiators will be the same as Hapū Negotiators as set out in cl5.1 of this Fourth Schedule.

10. Removal of Expert Negotiators

- 10.1. Expert Negotiators may be removed in the same manner as prescribed and subject to the same conditions as set out in clause 6 of this Fourth Schedule and subject to any contractual arrangements which may be entered into between the Trust and the Negotiator.

Now this Deed provides:

1. From the date of execution of this Deed by the Leadership of [new Hapū], [new Hapū] shall be an Acceding Hapū as defined in the Trust Deed and shall be bound by and have the rights and privileges conferred on an Acceding Hapū as if they had been an original party to the Trust Deed.
2. This Deed of Accession is for the benefit of not only the Trustees and [New Hapū] but also for the benefit of any Hapū which may accede in future, which have by executing a similar deed of accession become an Acceding Hapū, and this Deed is enforceable by any one or more of those Acceding Hapū as well as the Trustees and [New Hapū]. This clause is pursuant to the provisions in the Contracts (Privity) Act 1982 and its statutory successors to confer all such rights on those groups.
3. The words in this Deed of Accession shall, unless the context otherwise requires, have the same meanings as the same words appearing in the Trust Deed.
4. This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Communication of execution of this Deed may be made by each party transmitting by facsimile or email transmission to the other party (or their respective solicitors) a counterpart of this Deed executed by the party sending the facsimile or email transmission.

IN WITNESS whereof this Deed has been executed on the date above written

**Executed by [name] as representative)
of [New Hapū] in the presence of)
)**

[Name]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]

Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]

[Hapū]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]

Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]

[Hapū]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]

Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]

[Hapū]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]
Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]
[Hapū]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]
Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]
[Hapū]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]

Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]
[Hapū]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]

Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]
[Hapū]

Witness

Name of Witness

Occupation

Address

[INSERT NAME OF TRUSTEE]

Executed by

as Trustee in the presence of

)
)
)

[Name of Trustee]
[Hapū]

Witness

Name of Witness

Occupation

Address