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# CONSTITUTION OF NGĀTI KAHUNGUNU IWI INCORPORATED

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**As adopted and incorporating subsequent amendments.**

**The most recent version ratified on 22 November 2025**

Amendments were made to the Ngāti Kahungunu Iwi Incorporated (NKII) Constitution as a result of legislative changes to the Incorporated Societies Act 2022, the Charities Amendment Act 2023, and the Māori Fisheries Amendment Bill 2022. The NKII Constitution meets the new legal requirements and ensures NKII continues to operate transparently, responsibly, and in line with modern governance standards. The changes to the NKII Constitution were endorsed at the NKII AGM held on 22 November 2025. The AGM also endorsed that NKII re-registers as an Incorporated Society.

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# Constitution of Ngati Kahungunu Iwi Incorporated

## 1. NAME

1.1 The name of the Society shall be Ngati Kahungunu Iwi Incorporated (hereinafter referred to as **NKII**).

## 2. DEFINITIONS AND INTERPRETATION

2.1 In this constitution, unless the context otherwise requires:

**Act** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulation made under the Act or under any Act which replaces it;

**Adult Member** means a Member who is 18 years of age or over;

**AGM** means an annual general meeting of NKII held in accordance with Rule 12;

**Alternate Board Member** means the person described in rule 9.5;

**Asset Holding Company** means a company established pursuant to Rule 19.1;

**Balance Date** means 30th June each year;

**Ballot Paper** means the ballot paper contained in Schedule 6, being the ballot paper to be used for the purposes of voting pursuant to Rules 8.3.11 to 8.3.13.

**Board** means the Board of NKII elected or appointed under Rule 9 to carry out the executive functions;

**Board Meeting** means a meeting of the Board Members;

**Board Member** means each member of the Board being a natural person appointed or elected in accordance with Rule 9;

**CEO** means Chief Executive Officer, being any person appointed by the Board as CEO in accordance with Rule 9.6;

**Chairperson** means the Chairperson of the Board;

**Charities Act** means the Charities Act 2005, or any act which replaces it (including amendments to it from time to time), and any regulations made under the act or under any act which replaces it;

**Coastline Agreement** means an agreement reached between NKII and other parties pursuant to the Maori Fisheries Act;

**Deputy Chairperson** means the Deputy Chairperson of the Board elected in accordance with clauses 10.6 and 10.7 of this Constitution;

**Electoral Register** means the register of all Nga Uri a Kahungunu including Tangata Whenua Members kept for election and voting purposes, pursuant to Rule 9.10. The Electoral Register shall identify whether the Nga Uri a Kahungunu and Tangata Whenua Members wish to affiliate to a Taiwhenua or Taurahere districts, or be recorded on the Kaumatua roll for election and voting purposes;

**Financial Year** means a year operating from the 1<sup>st</sup> day of July in each year to the 30th day of June in the following year;

**Fishing Enterprise** means a fishing operation established pursuant to Rule 20.3;

**General Manager** means General Manager, being any person appointed by the Board as General Manager;

**General Meeting** means an AGM or SGM;

**Hapu** means a collective of persons affiliated by whakapapa to a Ngati Kahungunu hapu ancestor, including any Whangai of the aforesaid persons, and who have an active and operational organisation. The hapu shall be recognised by adjacent hapu and may affiliate to one or more Marae;

**Hapu/Marae Group** means:

(a) a Hapu, or a group of Hapu, who may affiliate to one or more Marae; or

(b) a Marae, or a group of Marae, who shall affiliate to one or more Hapu;

The Hapu/Marae Group shall be identified by the procedures as set out in accordance with the rules of each Taiwhenua, for the purposes of representation to and by each Taiwhenua Board;

**Interests Register** means the Register of Interests in any transaction with the Board disclosed by Board Members, as updated from time to time and maintained by the Secretary at the Office;

**Iwi Aquaculture Organisation** has the meaning given to it in the Maori Commercial Aquaculture Claims Settlement Act 2004;

**Joint Mandated Iwi Organisation** has the same meaning given to it in the Maori Fisheries Act;

**Kaiwhakawa Runanga** means a standing committee to be convened from time to time for the purpose of mediation and dispute resolution;

**Kaumatua Taumata** means the roopu of Kaumatua established and convened for the purposes of this constitution;

**Management Company** means a company established under Rule 19;

**Mandated Iwi Organisation** has the same meaning contained in the Maori Fisheries Act and in the case of NKII includes a Joint Mandated Iwi Organisation;

**Maori Fisheries Act** means the Maori Fisheries Act 2004, or any act which replaces it (including amendments to it from time to time), and any regulations made under the act or under any act which replaces it;

**Marae** means the meeting place of a hapu or group of hapu, established and governed according to the kawa and Tikanga of the hapu;

**Member** means any Maori person who has consented to becoming a member of NKII pursuant to this constitution and includes a Tangata Whenua Member and a Nga Maata Waka Member;

**Nga Maata Waka Member** means any Maori person who is normally a resident in the Ngati Kahungunu rohe, who is a Member of NKII, but who is not affiliated by whakapapa to any Ngati Kahungunu Hapu or Marae;

**Nga Uri a Kahungunu** means every Maori person who is affiliated by whakapapa to any Ngati Kahungunu Hapu or Marae, including without limitation, as a Whangai;

**Ngati Kahungunu Kaumatua** means Nga Uri a Kahungunu including Tangata Whenua Members over the age of 60 years;

**NKII** means Ngati Kahungunu Iwi Incorporated (Society) or its duly appointed successors or assigns incorporated and continued to represent the interests of the Ngati Kahungunu people on matters relevant to Ngati Kahungunu as an Iwi;

**Office** means the registered office for the time being of NKII;

**Ordinary share** means a share in Aotearoa Fisheries Limited that becomes an ordinary share under clause 2 of Schedule 1AA of the Māori Fisheries Act or is later issued as an ordinary share in accordance with the constitution of Aotearoa Fisheries Limited.

**Person** includes a body corporate or unincorporated body of persons;

**Postal Ballot** means the ballot carried out pursuant to Rule 8.3.11;

**Private Notice** has the same meaning provided under the Maori Fisheries Act;

**Public Notice** has the same meaning provided under the Maori Fisheries Act;

**Quota** has the same meaning provided under the Maori Fisheries Act;

**Register** means the register of Members required to be kept by the Board in accordance with Rule 7;

**RMIO** means a Rongomaiwahine Mandated Iwi Organisation;

**Seal** means the common seal of NKII;

**Secretary** means the person for the time being appointed Secretary of the Board pursuant to Rule 9.7;

**Settlement Assets** has the same meaning as the term in the Maori Commercial Aquaculture Claims Settlement Act 2004;

**Settlement Quota** means the quota shares within the meaning of the Maori Fisheries Act that are allocated and transferred to the Asset Holding Company on behalf of NKII by Te Ohu Kai Moana Trustee Limited;

**SGM** means a Special General Meeting held in accordance with Rule 12.5;

**Subsidiary** has the meaning given to it by section 5 of the Companies Act 1993 and includes a separate enterprise that is responsible to NKII as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004; Asset Holding Company and/or Fishing Enterprise established under this constitution, along with any subsidiary established by the Asset Holding Company and/or Fishing Enterprise;

**Taiwhenua** means each of the six (6) Taiwhenua properly constituted, established and convened for the purpose of representing at Taiwhenua and NKII levels Tangata Whenua and Nga Maata Waka Members who are normally (but not exclusively) resident in their rohe, established at the date of this constitution, namely; Ngati Kahungunu Wairoa Taiwhenua Incorporated, Te Taiwhenua o Te Whanganui-a-Orotu Incorporated, Te Taiwhenua o Heretaunga, Te Taiwhenua o Tamatea, Tamaki Nui A Rua Taiwhenua Trust, Te Taiwhenua o Wairarapa and any organisations subsequently replacing individual Taiwhenua, which have been approved by NKII;

**Taiwhenua Board** means the individuals elected to the boards of the respective Taiwhenua in accordance with the constitutions of the respective Taiwhenua;

**Tangata Whenua Member** means every Maori person who is affiliated by whakapapa to any Ngati Kahungunu Hapu or Marae, including without limitation, as a Whangai and who is a registered Member of NKII;

**Taurahere Runanga** means each of the five (5) Taurahere Runanga properly constituted, established and convened for the purposes of representing at Taurahere Runanga Nga Uri a Kahungunu who are normally resident in Aotearoa outside the Kahungunu rohe, established at the date of this constitution, namely Te Waipounamu; Otautahi; Te Upoko o Te Ika/Manawatu; Nga Parirau o Te Ika; and Te Raki/Tamaki Makau Rau;

**Taurahere District** means that part of Aotearoa outside of the rohe of Ngati Kahungunu;

**Te Ohu Kai Moana Group** has the same meaning provided under the Maori Fisheries Act;

**Te Ohu Kai Moana Trustee Limited** means the company of that name formed under the Maori Fisheries Act;

**Tikanga** means the customary values and practices of Ngati Kahungunu;

**Treasurer** means the person for the time being appointed Treasurer of the Board pursuant to Rule 9.8;

**Voting Papers** means the papers used for the purpose of the election of Board Members pursuant to Schedule 5;

**Whangai** has the meaning accorded to it by the kawa and Tikanga of Ngati Kahungunu.

**Working Days** has the same meaning provided under the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day.

2.2 In this constitution, unless the context otherwise requires:

2.2.1 words denoting the singular shall include the plural and vice versa;

2.2.2 one gender shall include the other genders;

2.2.3 any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;

2.2.4 references to rules are references to rules in this constitution;

2.2.5 where words have been defined as having a specific meaning, other parts of speech and forms of grammar of those words shall have corresponding meanings; and

2.2.6 the Schedules form part of this constitution.

### 3. REGISTERED OFFICE

3.1 The Office of NKII shall be situated at 509 Orchard Road, Heretaunga (Hastings), or at such other place as the Board may from time to time determine.

### 4. OBJECTS

4.1 In carrying out its objects, NKII will act for the ultimate benefit of all Nga Uri a Kahungunu including Tangata Whenua Members.

- 4.2 The objects for which NKII has been established and is continued shall be to provide and promote, for the benefit of Nga Uri a Kahungunu, including Tangata Whenua Members, any purpose within New Zealand which is charitable according to the laws of New Zealand in which:
- 4.2.1 in respect of Nga Uri a Kahungunu, including Tangata Whenua Members:
    - (a) promote relief for the aged or poor or those suffering from mental or physical sickness or disability or incapacity; or
    - (b) is for their advancement of the education or learning; or
    - (c) promotes their mental and physical wellbeing; or
    - (d) promotes the educational, spiritual, economic, social or cultural advancement; or
    - (e) otherwise is for the benefit Nga Uri a Kahungunu;
  - 4.2.2 without in any way limiting the generality of such objects, includes the application of money towards all or any of the objects set out in Schedule 3; and
  - 4.2.3 to do all such lawful things as are incidental or conducive to the attainment of the above objects.
- 4.3 NKII may also apply the objects and purposes set out in Rule 4.2.1 to 4.2.3 for the benefit of
- 4.3.1 Nga Maata Waka Members;
  - 4.3.2 Maori who are not members of Ngati Kahungunu; and
  - 4.3.3 members of the community generally.
- 4.4 Incidental to, and to give effect to the objects and purposes in Rule 4.2.1 to 4.2.3, NKII shall:
- 4.4.1 directly receive and hold, on behalf of Ngati Kahungunu on the trusts set out in Rule 4.2 and 4.3, settlement assets allocated and grants made to Ngati Kahungunu by Te Ohu Kai Moana Trustee Limited, other than assets referred to in section 16(1)(c) of the Maori Fisheries Act, which other assets are to be transferred to an Asset Holding Company established pursuant to Rule 19.1;
  - 4.4.2 receive distributions from Te Putea Whakatupu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Maori Fisheries Act and to hold those

distributions on the trusts set out in Rule 4.2 and 4.3 or on such other trusts as are required in order to ensure that a distribution to NKII by either of those companies would be within the purposes for which those companies hold their funds and make those distributions but not in a manner that could adversely affect the charitable status of NKII;

- 4.4.3 if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
- (a) claims under section 11 of the Maori Fisheries Act;
  - (b) the allocation of:
    - (i) harbour quota under section 143 of the Maori Fisheries Act; and
    - (ii) freshwater quota under section 148 of the Maori Fisheries Act;
- 4.4.4 establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in Rule 4.2 and 4.3;
- 4.4.5 establish one or more Asset Holding Companies that, in each case:
- (a) is wholly owned by NKII;
  - (b) is separate to the companies referred to in sub-paragraph 4.4.4;
  - (c) performs the function and complies with the requirements set out in sections 16 to 18 of the Maori Fisheries Act; and
  - (d) performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the Maori Fisheries Act;
- and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in Rule 4.2 and 4.3;
- 4.4.6 perform the functions provided for, by or under the Maori Fisheries Act in respect of a Mandated Iwi Organisation, in a manner consistent with the Maori Fisheries Act;
- 4.4.7 act on behalf of Ngati Kahungunu in relation to aquaculture claims and settlement assets under the Māori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees

must act for the benefit of all members of the Iwi, irrespective of where those members reside, including:

- (a) directly receive and hold, on behalf of Ngati Kahungunu Settlement Assets allocated to Ngati Kahungunu by Te Ohu Kai Moana Trustee Limited in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004; and
- (b) enter into agreements with other iwi aquaculture organisations in relation to the allocation of Settlement Assets;

4.4.8 represent Ngati Kahungunu by voting at any meeting convened under the Maori Fisheries Act.

4.4.9 perform other functions provided for, by or under the Maori Fisheries Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of NKII.

4.4.10 if NKII wishes to undertake commercial aquaculture activities (as that term is used in the Māori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, NKII to undertake those activities, and which may be the Asset Holding Company that receives the Settlement Quota and Ordinary Shares.

4.5 An iwi aquaculture organisation must not undertake commercial aquaculture activities (as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004), except through a separate commercial enterprise that is responsible to NKII.

4.6 **Strategic Governance:** NKII must:

4.6.1 exercise strategic governance over its Asset Holding Companies, any Subsidiary of an Asset Holding Company, and any Fishing Enterprise;

4.6.2 direct the exercise of the rights of a shareholder in Aotearoa Fisheries Limited held by any of its asset-holding companies; and

4.6.3 exercise strategic governance over the process to examine and approve annual plans that set out:

- (a) the key strategies for the use and development of fisheries assets of Ngati Kahungunu;
- (b) the expected financial return on those assets;
- (c) any programme to:

- (i) manage the sale of annual catch entitlements derived from the Settlement Quota held by NKII's Asset Holding Companies or their Subsidiaries; and
- (ii) reorganise the Settlement Quota held by Asset Holding Companies or their Subsidiaries, in the buying and selling of Settlement Quota in accordance with the Maori Fisheries Act,

but not in such a manner as shall result in NKII being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this Rule 4.6 or any other provision of this constitution prevent NKII or any Subsidiary of NKII from entering into such arrangements with another company or trust as NKII shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the objects and purposes in Rule 4.2 and 4.3.

- 4.7 **No non-charitable objects and purposes:** The objects and purposes of NKII shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of NKII and, without derogating from Rules 27.1.4 or NKII shall be restricted accordingly and limited to New Zealand.

## 5. POWERS

- 5.1 NKII shall have all of the powers, rights and privileges of a natural person necessary to undertake, execute and achieve the objects or any of them set out in Rule 4 above. For the purposes of this Rule 5, the reference to NKII shall be deemed to include the Board.
- 5.2 The powers of NKII under Rule 5.1 include the power to purchase, take on, lease or otherwise acquire and hold any freehold, leasehold or personal property or any interest therein, and to lease or license any such property to a Management Company formed in accordance with Rule 18 of this constitution.

## 6. MEMBERSHIP

- 6.1 **Application for membership:**
- 6.1.1 Every applicant for membership must consent in writing in accordance with this clause 6 to become a Member.

6.1.2 Membership to NKII shall be made in writing to NKII or any Taiwhenua on the Application for Registration form in either Schedule 4, or the NKII website ([www.kahungunu.iwi.nz](http://www.kahungunu.iwi.nz)), or in a form substantially similar and containing all relevant information, and delivered to the secretary of NKII or a Taiwhenua. On confirmation of membership, as set out in Rule 6.5, the Member agrees to abide by the constitution. The rights and privileges (but not obligations) of membership shall vary, dependent on whether the Member is a Tangata Whenua Member or a Nga Maata Waka Member as set out in Rules 6.4 of the constitution.

6.1.3 An application to be entered in the Register may be made by:

- (a) those over the age of 18, on their own behalf or by their legal guardian;
- (b) those under the age of 18 years, by their parent or legal guardian on their behalf; or
- (c) by a Member over the age of 18 on behalf who, in the opinion of the Board, stands in the stead of a parent of an applicant; and

in each case that application must be completed on the form set out in Schedule 4.

6.2 **Classes of Membership:** There shall be the following classes of membership:-

6.2.1 Tangata Whenua Members; and

6.2.2 Nga Maata Waka Members.

6.3 **Eligibility for Membership:**

6.3.1 **Tangata Whenua Members:** All Nga Uri a Kahungunu, shall be, subject to Rule 6.1 (application for membership), Rule 6.5 (confirmation of membership), and Rule 6.5.4 (verification) accorded the status of a Tangata Whenua Member.

6.3.2 **Nga Maata Waka Members:** Nga Maata Waka Members shall be, subject to Rule 6.1 (application for membership) and Rule 6.5 (confirmation of membership), accorded the status of a Nga Maata Waka Member.

6.4 **Membership Entitlements and Rights of Members:**

6.4.1 **Tangata Whenua Members:** Tangata Whenua Members are entitled and subject to all of the rights, privileges and obligations

of Membership of NKII, including the right to fully participate in all activities of NKII as set out in the constitution.

6.4.2 **Nga Maata Waka Members:** Nga Maata Waka Members shall be entitled to those rights and privileges of membership to enable such Members to participate in those matters properly regarded as being derived from and directly relevant to Article 3 of Te Tiriti o Waitangi. For the avoidance of doubt, Nga Maata Waka Members shall not have the right to participate in any of the following matters:

- (a) in any proposal or resolution to alter, replace or otherwise amend the constitution, pursuant to Rule 6 of the constitution, whether by way of nomination or in support of any such proposal or resolution, including without limitation, the right to vote on any such proposal or resolution;
- (b) any matters affecting Ngati Kahungunu only, including without limitation any rights or interests guaranteed by Te Tiriti o Waitangi to Ngati Kahungunu only;
- (c) the election of the NKII Board; and
- (d) those matters set out in Rule 12.6.5 of this constitution.

6.4.3 **Exercise of Rights:** The rights exercisable by a Member under the constitution will not be varied or removed if that Member fails to exercise those rights at any time or during any period.

6.4.4 **Rights Non Transferable:** The rights of a Member under the constitution are not transferable to any other Member or to any other person.

6.4.5 **Subject to Constitution:** All Members shall be subject to the constitution.

6.4.6 **Copy of Constitution:** A Member shall be entitled to view a copy of this constitution at the Office between normal business hours or on the NKII website, or to request a copy by post. The Member may be required to pay a charge to cover costs.

6.5 **Confirmation of Membership Status:** The approval process for membership to NKII is as follows:

6.5.1 All applications for membership shall be made in writing by completing an application form for registration or in a form

substantially similar to that set out in Schedule 4 and delivered to the Secretary at the Office.

- 6.5.2 On receipt, applications are to be date stamped and recorded as inward mail for the attention of the Board or its delegated authority, and stored securely.
- 6.5.3 The Board or its delegated authority shall consider each application for membership within 14 days of receipt, where feasible, of any application for membership.
- 6.5.4 The Board:
- (a) may require any person seeking registration as a Nga Uri a Kahungunu or Tangata Whenua Member to provide evidence verifying his or her affiliation by affiliation to Ngati Kahungunu or of any other matter referred to in Rule 6.5 or 7.1 before that person's registration is entered in the Register together with such other information as the Board requests and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Board to not accept the application for registration); and
  - (b) may require any person who is entered in the Register to provide evidence verifying his or her affiliation to Ngati Kahungunu through descent from a primary ancestor of Ngati Kahungunu and any other matter referred to in Rule 6.5.4(a);
  - (c) may consult with the Kaiwhakawa Runanga in relation to any application for registration, or continued registration as a Tangata Whenua Member; and
  - (d) without limiting the foregoing, may request the Kaiwhakawa Runanga to:
    - (i) determine who is the primary ancestor, or are primary ancestors, of Ngati Kahungunu; and
    - (ii) determine the Tikanga of Ngati Kahungunu by which Whangai are to affiliate to Ngati Kahungunu by descent from a primary ancestor of Ngati Kahungunu.
- 6.5.5 Provided an applicant for membership satisfies the membership eligibility criteria set out in Rule 6.3, the Board shall approve that applicant's application for membership and shall advise the applicant of its decision in writing within seven (7) days, where feasible, confirming membership status.

- 6.5.6 Within seven (7) days upon declining any application for membership, the Board shall, dependent upon the nature and/or reason for declining the application, refer the application either:
- (a) back to the applicant; or
  - (b) to either the Kaiwhakawa Runanga or the Kaumatua Taumata, for advice.
- 6.5.7 Any advice sought and provided by the Kaiwhakawa Runanga or the Kaumatua Taumata to the Board shall, unless there are compelling reasons to the contrary, be the principal factor to be taken into account as such by the Board when the Board considers the applicant's application for membership.
- 6.6 **Board may decline to register, or remove a person from the Register:** If the Board consider that any information about a person received under Rule 6.5.4 is not accurate or complete, or that the existing information on the Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this constitution for entry of that person in the Register, the Board may decline to register, or remove that person from the register, as the case may be.
- 6.7 **Process when registration declined or removed:** Where an application for registration is declined, or any decision is made by the Board to remove any person from the Register, the person concerned may dispute that decision of the Board, and Rule 6.5.4(c) and 6.5.4(d) shall apply.
- 6.8 **De-Registration by Member of Ngati Kahungunu:** To avoid doubt, a Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the Office.
- 6.9 **Taiwhenua and Taurahere Affiliation:** Unless already recorded, Members shall notify the Secretary and the Taiwhenua and/or Taurahere Runanga as the case may be, in writing, as to which Taiwhenua or Taurahere Runanga, they wish to exercise their rights. The respective secretaries shall record such advice in their respective Register.

6.10 **Prior Membership:** Members recorded on the Register immediately prior to the adoption of this constitution shall be deemed to be Members under this constitution.

6.11 **Membership of Taiwhenua or Taurahere Runanga and NKII:**

6.11.1 Confirmed members of any Taiwhenua and/or Taurahere Runanga shall, unless the Member requests in writing to the contrary, automatically become a Member.

6.11.2 Members shall, unless the Member requests in writing to the contrary, automatically become a member of the Taiwhenua and/or Taurahere Runanga nominated.

6.11.3 Members who indicate affiliation to a Taiwhenua and/or Taurahere Runanga, shall on confirmation of membership be deemed to be also member of that Taiwhenua and/or Taurahere Runanga, and NKII shall notify the Taiwhenua and/or Taurahere Runanga.

7. **REGISTER**

7.1 NKII shall keep an up-to-date Register of all Members at the Office of the Board and shall include without limitation the following details:

7.1.1 the names and contact details of all Members;

7.1.2 the dates of the admission to membership of all Members;

7.1.3 all reinstatements of membership;

7.1.4 whether a Member is a Tangata Whenua Member or a Nga Maata Waka Member;

7.1.5 the date of birth of all Members, and in particular for voting purposes, distinguishing those Members of eighteen (18) years of age and over from those Members under the age of eighteen (18) years; and

7.1.6 any further particulars the Board or NKII at any General Meeting may require to be entered into the Register from time to time.

7.2 NKII shall also keep:

7.2.1 A record of the former Members of NKII. For each Member who ceased to be a Member within the previous seven (7) years, NKII will record:

(a) the former Member's name; and

(b) the date the former Member ceased to be a Member.

- 7.3 A record of each person who claims to be entitled to be a Member but who has not provided to the satisfaction of the Board any or all of the information required for the purposes of Rule 6.1.
- 7.4 A Member shall be entitled to inspect his or her entry in the Register at the Office between normal business hours upon application to the Secretary or at the AGM provided that no Member shall be entitled to inspect any entry by any other Member in the Register except with the prior written consent of that or those Member(s).
- 7.5 The Register shall be available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be.
- 7.6 The Board shall make ongoing efforts to register all Nga Uri a Kahungunu on the Register.
- 7.7 Any Tangata Whenua Member, at or at any time after the time of application for membership may request in writing that they wish to receive Private Notice of any General Meetings and/or voting documents relating to:
- 7.7.1 the election of Board Members; or
  - 7.7.2 any amendment to this constitution or the constitutional documents of any Asset Holding Company or Subsidiary of any Asset Holding Company; or
  - 7.7.3 the disposal of Ordinary Shares or Settlement Quota; or
  - 7.7.4 the conversion of Quota into Settlement Quota.
- 7.8 **Notice not necessary:** It shall not be necessary for the Board to provide Private Notice to Members of Ngati Kahungunu where the Board believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

## 8. **PROCESS FOR WITHDRAWAL OF RONGOMAIWAHINE**

- 8.1 **General:** The interests of Rongomaiwahine members shall be represented by NKII under the provisions of this constitution, until such time as the process for withdrawal as provided for in this constitution has been completed.

- 8.2 **Rongomaiwahine:** For the purposes of this constitution Rongomaiwahine and Rongomaiwahine members are defined as the descendants of Rongomaiwahine, wife of Kahungunu, who have exercised and/or continue to exercise customary authority within the Ngati Kahungunu rohe.
- 8.3 **Process for Withdrawal:** If Rongomaiwahine seeks recognition as a Mandated Iwi Organisation/Iwi Aquaculture Organisation and to withdraw from NKII, the following procedure shall be completed:
- 8.3.1 **Preliminary Hui:** following the recognition of NKII as a Mandated Iwi Organisation/Iwi Aquaculture Organisation, any Rongomaiwahine member may convene a preliminary hui to discuss the establishment of an RMIO and the withdrawal of Rongomaiwahine from NKII. The preliminary hui shall be advertised in all major national and regional daily newspapers each week for the month prior to the hui. The advertisements shall include the:
- (a) time and venue of the hui; and
  - (b) text of the proposed resolutions to establish a RMIO and to withdraw from NKII.
- 8.3.2 at the preliminary hui, NKII shall be given an opportunity to inform Rongomaiwahine members of the likely effect of withdrawal on NKII, Ngati Kahungunu generally, and Rongomaiwahine.
- 8.3.3 at the preliminary hui the convenors of the hui shall provide Rongomaiwahine members with estimates of:
- (a) the potential cost for Rongomaiwahine of undertaking the withdrawal process;
  - (b) the value of the assets that may be transferred to Rongomaiwahine if withdrawal from Ngati Kahungunu is successful;
  - (c) the likely compliance costs, to establish an organisation that complies with the Maori Fisheries Act, and to maintain that organisation for Rongomaiwahine if it withdraws from Ngati Kahungunu;
  - (d) the annual returns to be expected from the fisheries assets that are likely to be transferred to Rongomaiwahine if withdrawal is successful.

- 8.3.4 the conveners of the hui shall provide NKII with all information on the items set out in Rule 8.3.3 to be presented at the preliminary hui at least 15 Working Days prior to the preliminary hui.
- 8.3.5 Rongomaiwahine members present at the preliminary hui must resolve by 75 percent majority to:
- (a) establish a RMIO; and
  - (b) withdraw from NKII.
- 8.3.6 if the necessary 75 percent approval is not achieved in the preliminary hui convened pursuant to Rule 8.3.1 NKII will permanently represent the interests of Rongomaiwahine members under the provisions of this constitution.
- 8.3.7 **Confirmation Hui:** if the necessary 75 percent approval is achieved in the preliminary hui convened pursuant to Rule 8.3.1, within six months of the preliminary hui a minimum of 10 confirmation hui shall be held, which must include one in each of the Ngati Kahungunu Taiwhenua rohe, along with one each in Invercargill, Wellington, Hamilton and Auckland for the purpose of approving the proposal to establish a RMIO and to withdraw from NKII. Each hui shall be advertised in all major national and regional daily newspapers each week for the month prior to the hui. The advertisements shall include the:
- (a) time and venue of the hui; and
  - (b) text of the proposed resolutions to establish a RMIO and to withdraw from NKII.
- 8.3.8 using the form of Ballot Paper contained in Schedule 6, at least 75 percent of Rongomaiwahine members present at each of the confirmation hui convened pursuant to Rule 8.3.7 must approve the passage of the resolutions proposing to establish a RMIO and to withdraw from NKII. Evidence of that resolution is to be provided in written form to NKII and contain the:
- (a) number of attendees and attendance list for each hui;
  - (b) number of valid votes cast; and
  - (c) numbers of votes cast for and against the resolution.
- 8.3.9 at the confirmation hui NKII shall be given an opportunity to inform Rongomaiwahine members of the likely effect of withdrawal on NKII, Ngati Kahungunu generally, and Rongomaiwahine.

8.3.10 at the confirmation hui the convenors of the hui shall provide Rongomaiwahine members with the information set out in Rule 8.3.3.

8.3.11 **Postal Ballot:** if approval is gained at the confirmation hui under Rule 8.3.8, within a further three months a Postal Ballot of all Rongomaiwahine members on the Register over the age of 18 years shall be held using the form of Ballot Paper contained in Schedule 6, of which no less than 75 percent of those who vote must give their approval to the resolutions to establish a RMIO and to withdraw from NKII. Before the Postal Ballot is to be held, the following requirements must be met:

- (a) Ballot Papers are to be posted to all eligible voters at least one month prior to the voting deadline;
- (b) the ballot is to be advertised in all major national and regional daily newspapers each week for the two months prior to the voting deadline;
- (c) Ballot Papers are to be made available at all Taiwhenua district offices, the Office, and all regional Te Puni Kokiri offices at least one month prior to the voting deadline.

8.3.12 for the purpose of Rules 8.3.5 and 8.3.7, NKII shall appoint three scrutineers from Te Puni Kokiri to convene the voting procedures at both the hui and Postal Ballot stages.

8.3.13 if the necessary 75 percent approval is not achieved in any one of the confirmation hui convened pursuant to Rule 8.3.7 or in the Postal Ballot pursuant to Rule 8.3.11 NKII will permanently represent the interests of Rongomaiwahine members under the provisions of this constitution.

8.4 **Recognition of Rongomaiwahine MIO:** If approval for a RMIO and withdrawal from NKII has been given in accordance with Rule 8.3, Rongomaiwahine may take all necessary steps to establish a RMIO including seeking approval from Te Ohu Kai Moana Trustee Limited under section 13 of the Maori Fisheries Act, that all criteria for recognition of a Mandated Iwi Organisation/Iwi Aquaculture Organisation has been met and further ensuring that the RMIO is a “Charitable entity” in accordance with the law of New Zealand.

- 8.5 **Withdrawal of the Rongomaiwahine MIO:** Following recognition by Te Ohu Kai Moana Trustee Limited, the RMIO shall give written notice of intention to withdraw from NKII to Te Ohu Kai Moana Trustee Limited and NKII.
- 8.6 **Allocation:** In the event of withdrawal from NKII by a RMIO, the Mandated Iwi Organisations of NKII and Rongomaiwahine shall, acting in good faith, make all reasonable efforts to determine their relative population and coastline lengths for the purposes of the Maori Fisheries Act and share of the Settlement Assets for the purposes of the Maori Commercial Aquaculture Claims Settlement Act 2004, within twelve months of notice being given under Rule 8.5 of this constitution. If agreement cannot be reached, the parties shall undertake the following steps to resolve the dispute:
- 8.6.1 continue negotiations for a further six (6) months;
  - 8.6.2 if after six (6) months, the dispute remains unresolved, it shall be referred by the Board to the Kaiwhakawa Runanga, established under Rule 23 of this constitution;
  - 8.6.3 if after a further three (3) months, the dispute remains unresolved, the parties shall engage in mediation;
  - 8.6.4 if after a further three (3) months, the dispute remains unresolved, it shall be referred to an independent expert (appointed by the Maori Land Court);
  - 8.6.5 finally, if after a further three (3) months, the dispute remains unresolved, it shall be referred to the Maori Land Court for resolution.
- 8.7 **Cost of Withdrawal:** Other than the cost of the transfer of assets, the costs of the withdrawal process are to be met by those convening the Preliminary Hui, Confirmation Hui and/or Postal Ballot.
- 8.8 **Miscellaneous:**
- 8.8.1 notwithstanding the fact that an individual may be entitled to vote as a Rongomaiwahine member under Rule 8 of this constitution, that person will not be compelled to affiliate to the Rongomaiwahine Iwi for fisheries allocation purposes if notice to withdraw is given under Rule 8.5 nor shall the number of votes be taken to constitute evidence of the population of Rongomaiwahine for the purpose of Rule 8.6.

- 8.8.2 if a dispute arises in relation to a person's eligibility to vote under Rule 8.3 of this constitution, that dispute shall be determined by the Kaiwhakawa Runanga. The determination of the Kaiwhakawa Runanga shall be final.

## 9. THE BOARD

9.1 The Board shall control and manage the business and affairs of NKII.

9.2 **Board Membership:** The Board shall comprise of 10 Tangata Whenua Members. Subject to Rule 9.4, the Board shall consist of the following:

9.2.1 One (1) Chairperson who:

- (a) is elected from the board members of each Taiwhenua;
- (b) resides within the Kahungunu rohe;
- (c) is proficient in Kahungunu Tikanga, kawa and reo;
- (d) is a Tangata Whenua Member; and
- (e) agreed to stand for election as Chairperson, elected by Nga Uri a Kahungunu.

For the avoidance of doubt, the incumbent Chair becomes an eligible candidate to the position of Chairperson without going through a marae/Taiwhenua election process.

9.2.2 One (1) Board Member elected from the board members of the Ngati Kahungunu Wairoa Taiwhenua at the time of the election who reside within the Ngati Kahungunu Wairoa Taiwhenua rohe and who are Tangata Whenua Members elected by Nga Uri a Kahungunu affiliated to the Ngati Kahungunu Wairoa Taiwhenua district;

9.2.3 One (1) Board Member elected from the board members of the Te Taiwhenua o Te Whanganui-a-Orotu at the time of the election who reside within the Te Whanganui-a-Orotu Taiwhenua rohe and who are Tangata Whenua Members elected by Nga Uri a Kahungunu affiliated to the Te Taiwhenua o Te Whanganui-a-Orotu district;

9.2.4 One (1) Board Member elected from the board members of the Te Taiwhenua o Heretaunga at the time of the election who reside within the Te Taiwhenua o Heretaunga rohe and who are Tangata Whenua Members elected by Nga Uri a Kahungunu affiliated to the Te Taiwhenua o Heretaunga district;

- 9.2.5 One (1) Board Member elected from the board members of the Te Taiwhenua o Tamatea at the time of the election who reside within the Te Taiwhenua o Tamatea rohe, who are Tangata Whenua Members elected by Nga Uri a Kahungunu affiliated to the Te Taiwhenua o Tamatea district;
- 9.2.6 One (1) Board Member elected from the board members of the Kahungunu ki Tamaki Nui A Rua Trust at the time of the election who reside within the Kahungunu ki Tamaki Nui A Rua Taiwhenua rohe, who are Tangata Whenua Members elected by Nga Uri a Kahungunu affiliated to the Kahungunu ki Tamaki Nui A Rua Trust district;
- 9.2.7 One (1) Board Member elected from the board members of the Kahungunu ki Wairarapa at the time of the election who reside within the Kahungunu ki Wairarapa rohe, who are Tangata Whenua Members elected by Nga Uri a Kahungunu affiliated to the Kahungunu ki Wairarapa district;
- 9.2.8 One (1) Board Member elected from the board members of the Taurahere Runanga in the Northern District (as specified in schedule 5), at the time of the election who are Tangata Whenua Members and are elected by Ngā Uri o Kahungunu affiliated to the Taurahere Northern District;
- 9.2.9 One (1) Board Member elected from the board members of the Taurahere Runanga in the Southern District (as specified in schedule 5), at the time of the election who are Tangata Whenua Members and are elected by Ngā Uri o Kahungunu affiliated to the Taurahere Southern District; and
- 9.2.10 One (1) Board Member who is a Ngati Kahungunu Kaumatua who:
- (a) reside within the Kahungunu rohe;
  - (b) is proficient in Kahungunu Tikanga, kawa and reo; and
  - (c) is elected by Ngati Kahungunu Kaumatua.

### 9.3 Affiliations for Board Elections:

- 9.3.1 For the purpose of participating in the election of representatives, Nga Uri a Kahungunu shall notify the Secretary not less than two (2) months prior to the election, as to which of the Taiwhenua districts that they wish to affiliate to, or whether they wish to

affiliate to the Taurahere district. The Secretary shall record such advice on the Electoral Register.

- 9.3.2 For the purposes of participating in the election of the Kaumatua representatives, Ngati Kahungunu Kaumatua shall notify the Secretary that they wish to be recorded on the Kaumatua Roll, and the Secretary shall record such advice on the Electoral Register.

#### 9.4 **Board Appointments, Eligibility and Elections:**

- 9.4.1 The Board shall be elected in accordance with procedures determined by the Board but which comply with Schedule 5.

- 9.4.2 Every Board Member must:

- (a) be a natural person;
- (b) consent in writing to be a Board Member;
- (c) not be disqualified under the Incorporated Societies Act or the Charities Act from being appointed or holding office as a Board Member;
- (d) certify that they are not disqualified from being elected or appointed or otherwise holding office as Board Member.

- 9.4.3 The following persons are disqualified from being a Board Member:

- (a) a person who is under 16 years of age;
- (b) a person who is an undischarged bankrupt;
- (c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation;
- (d) a person who is disqualified from being a member of the governing body of a charitable entity under the Charities Act;
- (e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last seven (7) years;
  - (i) an offence under subpart 6 of Part 4 of the Incorporated Societies Act;
  - (ii) a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961);

- (iii) an offence under section 143B of the Tax Administration Act 1994;
  - (iv) an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii); or
  - (v) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere;
- (f) a person subject to:
- (i) a banning order under subpart 7 of Part 4 of the Incorporated Societies Act;
  - (ii) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003;
  - (iii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
  - (iv) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act; or
- (g) a person who is subject to an order that is substantially similar to an order referred to in paragraph (f) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the Incorporated Societies Act.

9.4.4 In the event that any question arises as to the eligibility of a candidate to stand for election to the Board, the question shall be referred to the Kaumatua Taumata, whose decision shall be final.

## 9.5 **Alternate Board Members:**

- 9.5.1 Each Board Member, except the Chairperson, shall have an Alternate Board Member who will be subject to the same procedure for appointment and election as the Board Member.
- (a) Each Taiwhenua and Taurahere Board will notify a minimum of two candidates for the Board positions to the Returning Officer by the due date as stipulated in the election timeline.

- (b) The Alternate Board Member shall be the person who, in the Board Elections, receives the number of votes which is second only to the elected Board Member.

9.5.2 Alternate Board Members may, but are not required to, attend all meetings of the Board but will only vote at meetings in the place of the absent Board Member.

9.5.3 Alternate Board Members are afforded the same rights and obligations as Board Members when acting in the capacity of a Board Member.

9.6 **Chief Executive Officer:**

9.6.1 The Board shall have the power to advertise the position of, and to appoint a CEO, and direct the CEO as follows:

- (a) to generally run the business of NKII;
- (b) to assign persons to carry out the duties of the Secretary and the Treasurer;
- (c) to assign any other persons required to assist in the running of the business of NKII; and
- (d) in any other matter that is required for the effective and efficient running of the business of NKII.

9.6.2 The CEO shall report to the bi-monthly meeting of the Board on activities in the running of the business of NKII.

9.6.3 The Board shall negotiate the employment conditions in the appointment of the CEO.

9.7 **Secretary:** The CEO is to be the Secretary unless otherwise assigned by the CEO or the Board.

9.7.1 **Minutes kept by Secretary:** The Secretary shall cause to be kept minutes of the resolutions and proceedings of each General Meeting, each committee meeting of NKII and the Board, and each Board Meeting in books provided for that purpose together with a record of the names and persons present at such meetings.

- 9.8 **Treasurer:** A person shall be assigned by the CEO to be the Treasurer.
- 9.8.1 **Accounts Kept by Treasurer:** the Treasurer shall be responsible for:
- (a) collecting and receiving all moneys due to NKII by Members (if any), and making all payments authorised by NKII or the Board (as the case may be); and
  - (b) keeping correct accounts and books showing the financial affairs of NKII with full details of all receipts and expenditure connected with the activities of NKII.
- 9.9 **Deputy Chairperson:** A person shall be elected to the Deputy Chairperson position in accordance with clauses 10.6 and 10.7. The Deputy Chairperson must:
- (a) be elected from the board members of each Taiwhenua;
  - (b) reside within the Kahungunu rohe;
  - (c) be proficient in Kahungunu Tikanga, kawa and reo; and
  - (d) be a Tangata Whenua Member.
- 9.10 **Electoral Register:** The Board shall cause an Electoral Register to be kept. The Electoral Register shall, for election and voting purposes, record:
- 9.10.1 Tangata Whenua Members and the Taiwhenua or Taurahere district that they wish to affiliate to;
  - 9.10.2 Nga Uri a Kahungunu who choose not to become Members and the Taiwhenua or Taurahere district that they wish to affiliate to; and
  - 9.10.3 Nga Uri a Kahungunu, including Tangata Whenua Members, who are eligible be recorded as Ngati Kahungunu Kaumatua.
- 9.11 **Notice for Elections:** In addition to requests for Private Notices pursuant to Rule 7.7, all Nga Uri a Kahungunu, whether or not they are Members, may request in writing that they wish to receive a Private Notice of the elections described in this Rule 9.

## 10. BOARD MEETINGS

- 10.1 **Board Meetings:** Board Meetings shall be held on a bi-monthly basis to control and manage the business and affairs of NKII. The Chairperson shall preside at any Board Meeting. In the absence of the Chairperson, the Deputy

Chairperson, if present, shall preside. In the absence of the Deputy Chairperson, a person elected by a majority of the Board Members then present shall preside.

- 10.2 **Notice:** Notice of such Board Meetings indicating the business to be transacted shall be given in writing to all Board Members at least 14 days before the Board Meeting unless at least 75% of those Board Members agree to shorter notice.
- 10.3 **Copies of Minutes:** Copies of all the minutes of all Board Meetings shall be circulated to the Board Members by the Secretary.
- 10.4 **Quorum Board Meeting:** A quorum at a Board Meeting shall be no less than five (5) Board Members, or their Alternate Board Member, present in person. No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the Board Meeting a quorum is not present the Board Meeting shall stand adjourned to the Office and the same hour of the same day of the following week, and the Board Members present shall be a quorum.
- 10.5 **Board's Powers Generally:** The Board:
- 10.5.1 shall exercise all powers of and on behalf of NKII set out under this constitution or at law which are to be carried out by NKII, except to the extent that such power is intended to be exercised by NKII in a General Meeting; and
  - 10.5.2 may delegate any of its powers to committees consisting of such persons as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- 10.6 **Nomination of Deputy Chairperson:** At the first Board Meeting after the confirmation of election results, the Chairperson will call for nominations from the Board for the position of Deputy Chairperson. The nominee must be a Board Member, and the nomination must be endorsed by at least one (1) other Board Member. The nomination must be received two (2) weeks before the second Board Meeting and must be accompanied by a CV or profile. The nominations and the document containing the Deputy Chair responsibilities will

be included in the board pack for the second Board Meeting. Any Board Member can nominate a Deputy Chairperson.

- 10.7 **Election of Deputy Chairperson:** At the second Board Meeting after the confirmation of election results, the nominees for Deputy Chairperson will table their credentials and will be given an opportunity to speak to their nomination. The Board will vote on the preferred Deputy Chairperson by show of hands. The successful candidate must have a majority of votes from the Board. The Chairperson does not have a casting vote on this matter, and the Board must reach a clear decision supported by the majority. The appointment of the successful candidate will be ratified by a Board resolution. If there is a tie, the Board will vote again until it reaches a majority.
- 10.8 **Committees and Advisors:** The Board may call on such advisors or co-opt such persons as it thinks fit to the Board or to any committee set up for any purpose. Such advisors and persons co-opted shall not be counted in the quorum of the Board or any committee and voting rights shall be at the discretion and resolution of the Board.
- 10.9 **Voting at Board Meeting:** Unless expressly provided for by other clauses in this Constitutions, questions arising at a Board Meeting or any committee appointed by the Board shall be determined by voice or, on a show of hands or, if demanded by a Board Member, by a poll taken in such manner as the person presiding at the meeting may determine.
- 10.10 **One Vote:** Unless expressly provided for by other clauses in this Constitutions and subject to Rule 10.8, each Board Member present at a Board Meeting or of any committee appointed by the Board is entitled to one vote and, in the event of an equity of votes on any question the Chairperson or in his or her absence the person presiding at the meeting may exercise a second or casting vote.
- 10.11 **Board Expenses:** NKII shall pay such travel and accommodation expenses and such other expenses approved by the Board, as are necessary for the attendance of any Board Member at any Board Meeting.

- 10.12 **Meeting Form:** Meetings may be by way of the Board Meeting personally or by telephone, electronic or other linked form of joint communication.
- 10.13 **Resolutions:** A resolution in writing signed or assented to by letter, facsimile, electronic transmission, or other written message, by all of the Board Members entitled to receive notice of Board Meetings shall be as valid and effectual as if it had been passed at a Board Meeting duly called and constituted. Any such document may consist of several documents in like form, each signed or purporting to have been dispatched by one or more Board Members.
- 10.14 **Meeting Fees for Board Members:** The Board may from time to time fix attendance fees for Board Members attending meetings; honoraria for the Chairperson or for Board Members, and fees payable to Board Members for special services rendered. The total amount of all fees paid under this Rule 10.14 shall be separately identified in the annual accounts.
- 10.15 **Disclosure of Interest and Conflict of Interest:** Every Board Member who is interested in a transaction with the Board shall declare the nature of his or her interest and give notice thereof to the Board and must cause such interest to be entered into the Interests Register provided always:
- 10.15.1 that a person is not disqualified from being elected or from holding office as a Board Member because of that person's employment as a servant or officer of the Board, or interest in any transaction to which the Board is a party; and
  - 10.15.2 a Board Member must not vote or participate in the discussion on any matter before the Board that affects that person's remuneration or the terms of that person's employment as a servant or officer of the Board, or that affects any transaction in which that person may be interested.
- 10.16 **Meaning of "Interested" and "Transactions":** A Board Member is interested in a transaction to which the Board is a party if, and only if, the Board Member:
- 10.16.1 is a party to, or will or may derive a material financial benefit from the transaction; or
  - 10.16.2 has a material financial interest in another party to the transaction; or

10.16.3 is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from, the transaction, not being a party or person that is a wholly owned subsidiary of the Board; or

10.16.4 is the parent, child, or spouse of another party, or person who will or may derive a material financial benefit from the transaction; or

10.16.5 is otherwise directly or indirectly materially interested in the transaction.

#### **10.17 Disqualifications and Resignation/Removal from Board:**

10.17.1 The Board may meet and consider the membership of any Board Member or Board Members, and may by a two thirds majority of the Board Members present in person in any Board Meeting, dismiss any Board Member where the Board is satisfied that the Board Member(s) responsible for one or more of the following actions:

- (a) has, within one year prior to nomination or appointment, been convicted of a criminal offence; or
- (b) commits an indictable offence, or any act or omission which brings the mana of Ngati Kahungunu and NKII into serious disrepute.

10.17.2 The Secretary shall give not less than fourteen (14) days notice in writing to all Board Members of a Board Meeting at which it is intended to consider dismissal of a Board Member or Members and no such decision to dismiss shall be made without first providing to the Board Member or Members concerned and to the Taiwhenua or Runanga who has appointed such Member or Members a fair and reasonable opportunity to present any explanation or submission, whether written or in person to a meeting of Board Members and in the case of disputes or differences in due regard shall be taken of the Tikanga dispute resolution procedures provided in this constitution.

10.17.3 A Board Member shall be removed as a Board Member if the Board Member:

- (a) is dismissed by the Board in accordance with Rules 10.17.1 and 10.17.2 of this constitution;
- (b) resigns from the Board by notice in writing to the Board;

- (c) dies;
- (d) is no longer a Member; and/or
- (e) does not meet the eligibility criteria set out at Rule 9.4 of this constitution.

**10.18 Indemnity of Board Members:** NKII shall indemnify each Board Member, former Board Member or Alternate Board Member:

- (a) For liability to any person other than NKII for any act or omission in their capacity as a Board Member of NKII; and
- (b) costs incurred by the Board Member in defending or settling any claim or proceeding relating to that liability if:
  - (i) judgment is given in the Board Member's favour or if they are acquitted; or
  - (ii) the proceeding is discontinued.

**10.19 Indemnity exclusion:** The indemnity provided at 10.18 is excluded where the liability is:

- (a) a criminal liability;
- (b) a liability that arises out of a failure to act in good faith and in what the Officer believes to be the best interests of NKII when acting in their capacity as a Board Member; or
- (c) a liability that arises out of the Board Member contravening any of the Board Member's duties under the Incorporated Societies Act or this constitution.

**10.20 Insurance:** The Board shall maintain such insurance for any Board Member as it considers appropriate from time to time, as long as the provision of insurance complies with any restrictions under the Incorporated Societies Act.

**10.21 Record of indemnity:** NKII will ensure that particulars of any indemnity given to or insurance provided for any person under Rules 10.18 to 10.20 are recorded in the minutes of the Board Meeting at which that indemnity or insurance is approved.

## 11. DUTIES OF BOARD MEMBERS

- 11.1 **Duty to act in good faith and in the best interests of NKII:** Each Board Member when exercising powers or performing duties as a Board Member, must act in good faith and in what the Board Member believes to be the best interests of NKII.
- 11.2 **Powers must be exercised for proper purpose:** Each Board Member must exercise a power of a Board Member for a proper purpose.
- 11.3 **Must comply with relevant legislation and constitution:** Each Board Member must not act, or agree to NKII acting, in a manner that contravenes the Maori Fisheries Act, Incorporated Societies Act, Charities Act or this constitution.
- 11.4 **Duty of care:** Each Board Member, when exercising powers or performing duties as a Board Member, must exercise the care and diligence that a reasonable Board Member would exercise in the same circumstances taking into account, but without limitation:
- 11.4.1 the nature of the Board;
  - 11.4.2 the nature of the decision; and
  - 11.4.3 the position of the Board Member and the nature of the responsibilities undertaken by him or her.
- 11.5 **Duty relating to activities that create substantial risk of serious loss to creditors:** A Board Member must not:
- 11.5.1 agree to the activities of NKII being carried on in a manner likely to create a substantial risk of serious loss to NKII or to NKII's creditors; or
  - 11.5.2 cause or allow the activities of NKII to be carried on in a manner likely to create a substantial risk of serious loss to NKII or to NKII's creditors,
- 11.6 **Duty in relation to obligations:** A Board Member must not agree to NKII incurring an obligation unless he or she believes at that time on reasonable grounds that NKII will be able to perform the obligation when it is required to do so.
- 11.7 **Reliance on Advice:**

11.7.1 Subject to Rule 11.7.2, every Board Member, when exercising powers or performing duties as a Board Member, may accept as correct, reports, statements, financial data and other information prepared, and professional or expert advice given by any of the following persons:

- (a) any servant or officer of NKII whom the Board Member believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) any professional or expert person in relation to matters which the Board Member believes on reasonable grounds to be within that person's professional or expert competence; and
- (c) any other Board Member in relation to matters within that other Board Member's designated authority.

11.7.2 Rule 11.7.1 applies to a Board Member only if the Board Member:

- (a) acts in good faith; and
- (b) makes proper inquiry where the need for inquiry is indicated by the circumstances; and
- (c) has no knowledge that the reliance is unwarranted.

11.8 **Collective Interest of NKII to Prevail:** A Board Member must not, when exercising powers or performing duties as a Board Member, act or agree to act in a manner which unfairly prejudices or unfairly discriminates against any particular Nga Uri a Kahungunu, including Tangata Whenua Members, and/or Members other than as provided for in the constitution unless that Board Member believes on reasonable grounds that the duty set out in Rule 11.1 requires such action.

11.9 **Adhere to policy:** The Board Members shall adhere to all policies of NKII instituted from time to time by the Board, particularly such policies which relate to the Board, govern the protocols of the Board and conduct of Board Members.

11.10 Upon accepting appointment to the office of Board Member, that person must sign an acknowledgment of the provisions of Rule 11 in such form as NKII may from time to time prescribe and more by that acknowledgment be deemed to have accepted the additional duties, obligations and liabilities contained in the constitution. The original of that acknowledgment is to be filed by the Board Member at the Office at the same time the Board Member is appointed and the

notice of appointment of the Board Member will not be effective unless accompanied by the requisite form of acknowledgment duly executed by the appointee.

## 12. GENERAL MEETINGS OF IWI AND REPORTING

12.1 NKII shall permit the following General Meetings to take place:

12.1.1 AGM, and

12.1.2 SGM.

12.2 The proceedings of General Meetings shall, to the fullest extent possible, be conducted in te reo Maori.

12.3 **Reporting Responsibilities:** Without derogating from its duties under any enactment or at law, NKII has the reporting responsibilities in relation to:

12.3.1 its own performance; and

12.3.2 the performance of any:

(a) Asset Holding Company;

(b) Fishing Enterprise;

(c) joint venture or other entity that conducts business using the Settlement Quota or Ordinary Shares;

(d) corporate entity including any Management Company established under Rule 19,

in accordance with the provisions of this Rule 12.

12.4 **Board to hold an Annual General Meeting:**

12.4.1 An AGM shall be held once a year on a date and at a location determined by the Board and consistent with the requirements in the Incorporated Societies Act and the Maori Fisheries Act, and the constitution relating to the procedure to be followed at General Meetings shall apply.

12.4.2 NKII must call an AGM:

(a) no later than six (6) months after the Balance Date; and

(b) no later than 15 months after the previous AGM.

12.4.3 The ordinary business of the AGM shall be:

(a) to confirm the minutes of the last preceding AGM;

(b) to receive the annual report of the Chairperson;

(c) to appoint or re-appoint the auditor;

- (d) to set the election dates should the Board Member's term of office expire between the current AGM and the following AGM; and
- (e) to present the annual plan for the current year.

12.4.4 The AGM shall consider:

- (a) **Annual report:** The annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:
  - (i) information on the steps taken by NKII to increase the number of Members of NKII; and
  - (ii) a comparison of NKII's performance against the objectives set out in the annual plan, including:
    - changes in the value of NKII's assets; and
    - profit distribution; and
  - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for settlement cash assets; and
  - (iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
    - the quantity of Settlement Quota held by the Asset Holding Company of NKII at the beginning of that year; and
    - the value of Settlement Quota sold or exchanged in that year; and
    - the identity of the purchaser or other party to the exchange; and
    - any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the quota; and
    - the Settlement Quota interests that have been registered against the quota shares of NKII; and
    - the value of Ordinary Shares sold, exchanged, or acquired; and

- (v) a report on the interactions of NKII in fisheries matters:
    - with other entities within the Ngati Kahungunu; and
    - with other Mandated Iwi Organisations; and
    - with Te Ohu Kai Moana Trustee Limited; and
    - Aotearoa Fisheries Limited.
  - (vi) any changes made under section 18 of the Maori Fisheries Act to constitutional documents of NKII or those of its Asset Holding Companies or any Subsidiaries of the Asset Holding Companies; and
- (b) **Annual plan:** an annual plan for the next financial year that must include information required under the Maori Fisheries Act, including by:
- (i) the objectives of the annual plan; and
  - (ii) the policy of NKII in respect of the sales and exchanges of Settlement Quota and the acquisition of shares in Aotearoa Fisheries Limited; and
  - (iii) any changes in that policy from the policy for the previous year; and
  - (iv) any proposal to change the constitutional documents of any fishing company owned by NKII; and
- (c) **Asset Holding Company Annual Report:** in relation to every Asset Holding Company of NKII or any Subsidiary of an Asset Holding Company that receives settlement assets, and in relation to any enterprise established by NKII under Rule 20.3 to conduct fishing operations utilising annual catch entitled from NKII's Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes, (each referred to in this Rule as an "enterprise") an annual report on:
- (i) the performance of that enterprise; and
  - (ii) the investment of money of that enterprise; and
  - (iii) the annual plan of that enterprise, including:
    - the key strategies for the use and development of Ngati Kahungunu's fisheries assets;
    - the expected financial return on those assets;
    - any programme to manage the sale of annual catch entitlements derived from the Settlement

Quota or reorganise the Settlement Quota held by that enterprise by buying or selling quota in accordance with the Maori Fisheries Act; and:

- (d) any proposal to change the constitutional documents of any Asset Holding Company, or any of their Subsidiaries.

12.4.5 **Information must be made available in writing:** Information referred to in Rule 12.4 must be made available on request in writing by Nga Uri a Kahungunu including Tangata Whenua Members and Nga Maata Waka Members.

12.4.6 The AGM may transact special Board business of which notice is given in accordance with Rule 12.6.1.

12.4.7 The AGM shall be in addition to any other General Meetings that may be held in the same year.

12.4.8 Only Nga Uri a Kahungunu including Tangata Whenua Members at any AGM shall have the right to fully participate in all business of the AGM whereas Nga Maata Waka Members shall have limited rights of participation and, in particular, shall not have the right to vote or otherwise participate in respect of those matters contemplated in Rule 6.4.2 (inclusive) of the constitution.

## 12.5 **Special General Meetings**

12.5.1 All General Meetings other than the AGM shall be called an SGM.

12.5.2 The Board may, whenever it thinks fit, convene a SGM and, for this Rule, if more than 13 months would pass from the last AGM, the Board shall convene an SGM forthwith.

12.5.3 The Board shall, on the requisition in writing of not less than 200 of Nga Uri a Kahungunu over the age of 18 years, including Tangata Whenua Members, convene an SGM.

12.5.4 Subject to Rule 12.5.3, the requisition for an SGM shall state the objects of the meeting and shall be signed by the Members making the requisition and be sent to the address of the Secretary and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

12.5.5 Subject to Rule 12.5.3, if the Board does not cause an SGM to be held within 30 days after the date on which the requisition is sent to the address of the Secretary, the Members making the

requisition, or any of them, may convene an SGM to be held not later than 90 days after that date.

- 12.5.6 Subject to Rule 12.5.7, no SGM shall be convened to consider:
- (a) disposal of Ordinary Shares in accordance with section 70 of the Maori Fisheries Act;
  - (b) a request to Te Ohu Kai Moana Trustee Limited to treat Quota as Settlement Quota in accordance with section 159 of the Maori Fisheries Act; and
  - (c) disposal of Settlement Quota in accordance with section 162 of the Maori Fisheries Act.

- 12.5.7 Notwithstanding Rule 12.5.6, NKII may convene an SGM to:
- (a) seek approval of the Nga Uri a Kahungunu under section 70;
  - (b) obtain the approval of the Nga Uri a Kahungunu under section 159;
  - (c) obtain the prior approval of the Nga Uri a Kahungunu under section 162; or
- as the case may be; and
- (d) the request must state the objects for which the SGM is required and be signed (including counterparts) by those requesting the SGM; and
  - (e) the SGM must be held within 30 Working Days from the date the request was received by the Secretary.

## 12.6 General Meeting Procedure Generally

12.6.1 **Notice of General Meeting:** Nga Uri a Kahungunu including Tangata Whenua Members, and Nga Maata Waka Members shall be given not less than 20 Working Days' notice of a General Meeting (including, to avoid doubt, a meeting to consider the matters in Rule 12.4, or any meeting at which any of the matters in paragraphs (a) to (c) of Rule 12.6.5 or any ratification of, or changes to, this constitution in accordance with the requirements of sections 17 or 18 of the Maori Fisheries Act (as the case may be), are to be or are actually considered or voted on), in accordance with this constitution and otherwise in accordance with the requirements of the Maori Fisheries Act.

12.6.2 **Quorum at General Meetings:**

- (a) No item of business shall be transacted at a General Meeting unless a quorum of Nga Uri a Kahungunu entitled under the constitution to vote is present during the time when the meeting is considering that item.
- (b) A quorum shall consist of at least five (5) NKII Board Members present and 50 Nga Uri a Kahungunu, including Tangata Whenua Members, in person.
- (c) Subject to Rule 12.6.2(a), if within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting if convened upon the requisition of Nga Uri a Kahungunu shall be in any other case dissolved and any other case shall stand adjourned to the same day in the next week at the same time and (unless another place is specified by the Chairperson at the time of the adjournment or by written notice to Nga Uri a Kahungunu given before the day to which the meeting is adjourned) at the same place and if at the adjourned meeting the quorum is not present within half an hour after the time appointed for the commencement of the meeting, Nga Uri a Kahungunu, including Tangata Whenua Members, present shall be a quorum.
- (d) Subject to Rule 12.6.2(a), the Chairperson of the General Meeting at which a quorum is present may, with the consent of the General Meeting, adjourn the General Meeting from time to time and place to place, but no business shall be transacted at an adjourned General Meeting other than the business left unfinished at the General Meeting at which the adjournment took place.
- (e) Subject to Rule 12.6.2(a), where a General Meeting is adjourned for 14 days or more, a like notice of the adjourned General Meeting shall be given as in the case of the General Meeting.
- (f) Except as provided in Rule 12.6.2(a), it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned General Meeting.

**12.6.3 Chairperson of General Meeting:** the Chairperson shall preside as Chairperson at each General Meeting of NKII. If the Chairperson is absent from any General Meeting, the Deputy

Chairperson will preside as Chairperson. If the Deputy Chairperson is also absent, the Board Members present shall elect one of their number to preside as Chairperson at the General Meeting.

12.6.4 **Voting at General Meetings:** except in the case of a resolution being passed in accordance with Rule 12.6.5(b) a question arising at a General Meeting shall be determined by voice, or on a show of hands by Nga Uri a Kahungunu, including Tangata Whenua Members, unless a poll is demanded.

12.6.5 **Resolution:** a resolution shall be passed at a General Meeting, as follows:

- (a) except in the case of resolutions described in Rule 12.6.5(b) by more than 50% of the Nga Uri a Kahungunu, including Tangata Whenua Members who are entitled to vote and actually cast a vote in accordance with the voting procedures established in accordance with Schedule 5;
- (b) in the case of a resolution for:
  - (i) ratification of, or changes to, this constitution in accordance with the requirements of sections 17, and 18 as the case may be, of the Maori Fisheries Act;
  - (ii) disposal of Ordinary Shares in accordance with section 70 of the Maori Fisheries Act;
  - (iii) quota to be treated as Settlement Quota in accordance with section 159 of the Maori Fisheries Act;
  - (iv) disposal of Settlement Quota in accordance with section 162 of the Maori Fisheries Act; and
  - (v) transfer of authorisations or coastal permits that are settlement assets (except where the proposed transfer is to a company that is wholly owned by the iwi aquaculture organisation); and
  - (vi) a request that Te Ohu Kai Moana Trustee Limited transfer authorisations or coastal permits that are settlement assets (except where the proposed transfer is to a company that is wholly owned by the iwi aquaculture organisation);

by not less than 75% of the Nga Uri a Kahungunu, including Tangata Whenua Members, who are entitled to vote and actually

cast a vote in accordance with the voting procedures established in accordance with Schedule 5, but no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Maori Fisheries Act;

12.6.6 **Minutes:** NKII shall ensure that minutes of the General Meeting are kept.

12.7 **No derogation from purposes:** Rule 12 shall not derogate from the provisions of Rule 4.6.

### 13. **AUDITOR**

13.1 There shall be an auditor appointed, or re-appointed each year at the AGM of NKII. In any case, the auditor shall be a chartered accountant.

### 14. **ALTERNATIVE OR ADDITIONAL FUNDING**

14.1 The Board may investigate alternative or additional means of financing activities of NKII that are referred to in Rule 18. Any alternative or additional means of financing shall be approved at a General Meeting upon recommendation of the Board.

### 15. **BORROWING**

15.1 NKII may, by resolution of the Board, borrow money and secure payment of the same, or the performance of any liability to be undertaken by NKII, by mortgage of NKII's property whether present or future, and may pay interest on any borrowed monies and may undertake to indemnify against loss any person who may guarantee any of NKII's profits.

### 16. **SALE OF SETTLEMENT QUOTA**

16.1 The Settlement Quota must not be:

16.1.1 sold, except:

- (a) to an entity within Te Ohu Kai Moana Group; or
- (b) another Mandated Iwi Organisation and in accordance with section 161 of the Maori Fisheries Act; or

16.1.2 gifted.

### 17. **FINANCIAL YEAR**

17.1 NKII's financial year shall end on 30 June of each year.

**18. FUNDS**

- 18.1 The funds of NKII shall be banked in a bank account opened and operated under the authority of the Board. All cheques, automatic payment authorities or direct debit authorities shall be signed by the Chairperson (or in his or her absence, the Deputy Chairperson or one of the Board Kaumatua representatives) and the CEO.
- 18.2 If necessary, the Board shall arrange for the CEO to operate an imprest account on a monthly basis for which the CEO shall be one of two signatories appointed by the Board. The level of such imprest account shall be fixed by the Board and the uses to which it is put shall be in accordance with such instructions as shall be given from time to time by the Board.
- 18.3 All funds set aside for special purposes, or trust funds vested in NKII, shall be held invested and disposed of in accordance with the terms and conditions laid down by the instrument, creating NKII or if none then by a decision of the Board.
- 18.4 Subject thereto, all surplus funds of NKII and special and trust funds may be invested from time to time in any of the following forms of investment:
- 18.4.1 upon deposit on current account or otherwise with any registered bank in New Zealand;
  - 18.4.2 in or upon the stocks, funds or other securities of the Government of New Zealand or of any local authority in New Zealand;
  - 18.4.3 on the purchases of any freehold or leasehold estate or interest in any land or any personal property;
  - 18.4.4 on first mortgage of any estate or interest in any land; or
  - 18.4.5 in or upon any securities, the payment of which is guaranteed by the Government of New Zealand.
- 18.5 The provisions of Rule 18.4 shall not preclude the Board from employing any part of NKII's funds in accordance with any of its objects.
- 18.6 No part of the income or property of the Board shall be paid or transferred directly or indirectly by way of profit to any Board Member provided that nothing contained in this constitution shall preclude any reasonable payment to a Board Member for services rendered or for goods supplied or reasonable payment by way of interest or money borrowed from or by way of rental for premises or

chattels let or leased to the Board by any Board Member subject to a disclosure of interest in accordance with Rule 10.15.

- 18.7 The Board must comply with current reporting standards and requirements of a charitable entity and incorporated society with their level of expenditure (including, but not limited to, preparing financial statements and other records, and filing such reports with Charities Services, if required at law).

19. **MANAGEMENT COMPANY**

- 19.1 NKII may hold shares in a Management Company formed for the purpose of managing any or all of the property held by NKII, provided that the constitution and any alterations to the constitution of the Management Company shall be approved by NKII.

- 19.2 The constitution of the Management Company shall:

19.2.1 provide for the directors to be appointed by NKII;

19.2.2 require the provision of an annual statement of corporate intent, annual report and audited annual accounts to NKII;

19.2.3 require daily commercial operations to be carried out by a Subsidiary

20. **ASSET HOLDING COMPANY AND FISHING ENTERPRISE**

- 20.1 **Trust must hold an Asset Holding Company:** NKII must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Maori Fisheries Act subject to the proviso in Rule 12 and the provisions of Rule 12.6.5(b), that Asset Holding Company is wholly owned by NKII and performs the functions and complies with the requirements set out in sections 16 and 17 of the Maori Fisheries Act, which at the date of this constitution are that the Asset Holding Company:

20.1.1 must be and remain wholly owned and controlled by NKII;

20.1.2 must not have more than 40% of its Directors who are also Board Members elected in accordance with this constitution;

20.1.3 must have constitutional documents that have been approved by a simple majority of board members, as complying with the requirements of the Maori Fisheries Act;

- 20.1.4 must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of Board Members, whether or not present at the meeting at which that resolution is proposed;
- 20.1.5 must receive and hold, on behalf of NKII, for so long as they are to be retained, all Settlement Quota and Ordinary Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by Ngati Kahungunu under the Maori Fisheries Act;
- 20.1.6 must provide dividends solely to NKII;
- 20.1.7 must not undertake fishing or hold a fishing permit;
- 20.1.8 must not enter into any transactions relating to or affecting the Ordinary Shares it holds unless NKII has complied with its obligations under this constitution including without limitation Rule 12.4, and sections 69 to 72 of the Maori Fisheries Act;
- 20.1.9 must not enter into any transactions relating to or affecting the Settlement Quota it holds unless NKII has complied with its obligations under this constitution including without limitation Rule 12.4, and sections 161 to 176 of the Maori Fisheries Act;
- 20.1.10 in its function of receiving and holding Settlement Quota and Ordinary Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Maori Fisheries Act;
- 20.1.11 may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- 20.1.12 may transfer to that Subsidiary some or all of the assets received under Rule 20.1.5;
- 20.1.13 any Subsidiary established under the preceding Rule:
- (a) must be and remain wholly owned by the Asset Holding Company that established it;
    1. must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Ordinary Shares transferred to it by the Asset Holding Company under Rule 20.1.11;
    2. must provide dividends solely (but indirectly) to NKII;
    3. must not enter into any transactions relating to or affecting the Ordinary Shares it holds unless NKII has complied with its obligation under sections 69 to 72 of the Maori Fisheries Act;

4. in its functions of receiving and holding Settlement Quota and Ordinary Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Maori Fisheries Act;
5. may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this Rule 20.1; and
6. must not undertake fishing or hold a fishing permit, but the Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets.

20.2 **Commercial Aquaculture Activities:** If NKII wishes to undertake commercial aquaculture activities (as that term is used in the Māori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, NKII to undertake those activities, and which may be the Asset Holding Company that receives the Settlement Quota and Ordinary Shares.

20.3 **Establishment of Fishing Enterprise:** If NKII wishes to establish its own fishing operation, utilising annual catch entitlement from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, NKII to undertake those operations, which must not be the Asset Holding Company or a Subsidiary that receives the Settlement Quota or Ordinary Shares.

20.4 **Requirements of Constitution:** The constitution of every Asset Holding Company or Fishing Enterprise or a Subsidiary of any of them must require that Company, Fishing Enterprise or Subsidiary to:

- 20.4.1 hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Charitable Purposes of NKII, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to NKII;
- 20.4.2 present an annual plan and statement of corporate intent to NKII;
- 20.4.3 report annually to NKII; and
- 20.4.4 have its accounts audited,

and may provide for NKII to appoint up to two Board Members as directors of that Asset Holding Company or Fishing Enterprise, as the case may be provided however that at no time may NKII comprise more than 40% of the total number of Directors of that Asset Holding Company or Fishing Enterprise.

**21. SEAL**

21.1 NKII shall have a Seal which shall be held by the CEO or Secretary or as may be determined from time to time by the Board and shall be fixed to a document when so required by resolution of the Board and in the presence of any two Board Members.

**22. ROHE OF NGATI KAHUNGUNU IWI INCORPORATED**

22.1 The rohe of NKII for any particular purpose shall be determined in accordance with the appropriate kawa and Tikanga of Ngati Kahungunu from time to time.

22.2 Subject to the terms of any Coastline Agreement that may be reached between NKII and other parties pursuant to the provisions of the Maori Fisheries Act, for the purposes of the constitution, and in the absence of any decision by NKII to the contrary, the Maori Land Court approved boundaries of NKII as set out in Schedule 1 of the constitution shall be binding on NKII.

22.3 In the event of a conflict between the Maori Land Court approved boundaries set out in Schedule 1 and Ngati Kahungunu Tikanga as to the proper and appropriate rohe of NKII, and provided the procedure set out in Rule 22.4 is satisfied, the matter shall be referred by the Board to the Kaiwhakawa Runanga for consideration.

22.4 The Board, upon receipt of a requisition in writing by no less than 20% of Tangata Whenua Members over the age of 18 that a question or dispute exists between Ngati Kahungunu Tikanga and the Maori Land Court approved boundaries set out in Schedule 1 in respect of the proper rohe of NKII the Board shall immediately and within thirty (30) days of receiving such a requisition, refer the question or dispute to the Kaiwhakawa Runanga pursuant to Rule 23 and the Kaiwhakawa Runanga shall have authority to deal with the question or dispute.

- 22.5 The Board shall require the Kaiwhakawa Runanga to report back to the Board within no more than sixty (60) days after the date of referral of the question or dispute by the Board pursuant to Rules 3 and 4.
- 22.6 The Board shall, upon receiving the report of the Kaiwhakawa Runanga referred to in Rule 22.5, at the first meeting of the Board following the receipt of such report, make a decision on the requisition made pursuant to Rule 22.4 and, if the Board decides that the rohe of NKII should be re-designated in a way which conflicts with the Maori Land Court approved boundaries of NKII set out in Schedule 1, it shall procure an SGM to be called in accordance with the constitution to amend the constitution to reflect the proposed changes to the rohe of NKII and at that SGM, the Board shall recommend to the meeting that the rohe of NKII be amended and the constitution accordingly be amended and summarising the reasons for the recommended change.
- 22.7 For the purposes of this Rule, the report of the Kaiwhakawa Runanga provided to the Board pursuant to Rule 22.5, unless there are compelling reasons to the contrary, shall be a principal factor to be taken into account as such by the Board when the Board considers any requisition made pursuant to Rule 22.4.

## 23. **TE KAIWHAKAWA RUNANGA**

- 23.1 **Kaiwhakawa Runanga to be Convened from Time to Time:** Subject always to the following Rules, the Board shall from time to time resolve to convene a Kaiwhakawa Runanga in relation to any question, dispute or matter, and in respect of any of the following matters:
- 23.1.1 any dispute referred to it by the Board under Rule 6 and 8.6.2, as to whether any person should be admitted as a Member; and
  - 23.1.2 any question or dispute referred to it by the Board under Rule 22, as to whether the rohe of NKII should be adjusted and what the redesignated rohe of NKII should be.
  - 23.1.3 any other question, dispute or matter submitted in accordance with Rule 22. including matters arising in relation to the Maori Fisheries Act.
- 23.2 **Skills of the Kaiwhakawa Runanga:** The Board shall appoint the Kaiwhakawa Runanga, including the chairperson, and shall ensure the

appointees to the Kaiwhakawa Runanga shall be persons who hold any or all of the following skills and attributes:

- 23.2.1 proven expertise in mediation and alternative dispute resolution;
- 23.2.2 expertise in te reo Maori and tikanga Maori, preferably in te reo ake o Ngati Kahungunu and in Ngati Kahungunu kawa and Tikanga; and
- 23.2.3 persons who would be regarded amongst Ngati Kahungunu and other significant sections of Maoridom, as being of good reputation and standing in the community, provided always the Board shall ensure that no appointee has any conflict of interest in the particular question or dispute referred to the Kaiwhakawa Runanga.

**23.3 Must First Exhaust Other Avenues:**

- 23.3.1 Any interested person that wishes to submit a question or dispute via the Board to the Kaiwhakawa Runanga under Rule 22 must first provide evidence to the satisfaction of the Board that he or she or they have taken all reasonable efforts to have otherwise resolved the question or dispute at a local or internal level and in particular by hui, including kanohi ki te kanohi involving all interested persons.
- 23.3.2 Following receipt of the evidence referred to in Rule 22.3.1 and in the event the Board determines that all reasonable efforts to otherwise resolve the dispute at a local or internal level have not been exhausted by any or all interested persons, the Board may decline to convene the Kaiwhakawa Runanga.
- 23.3.3 Rule 22.3 does not apply to any referral made pursuant to Rule 8.6.2.

**23.4 Preconditions to be met:** In addition to the pre-conditions set out in Rule 22.3, any interested person which wishes to refer via the Board for deliberation by the Kaiwhakawa Runanga any question or dispute which falls within any of the matters set out in Rule 231 is to:

- 23.4.1 submit in writing to the Secretary, in such form as may from time to time be prescribed by the Board, a request that the Board convene the Kaiwhakawa Runanga to determine that question or dispute;

- 23.4.2 in respect of a group of persons, provide to the Secretary, in such form as the Board may from time to time prescribe, evidence which demonstrates to the satisfaction of the Board that the interested person is the properly mandated representative of a group of persons affected by the dispute, whether a Hapu, Marae, Hapu/Marae Group, Nga Maata Waka Member, Tangata Whenua Member, Nga Uri a Kahungunu, Kaumatua or otherwise;
  - 23.4.3 deliver to any other interested person a copy of the application delivered to the Secretary and provide the Secretary with evidence of delivery;
  - 23.4.4 enter into such form of agreement with the Board as the Board may from time to time prescribe whereby the interested parties submit unconditionally to the procedure set out in Rule 22 and, in particular, but without limitation, agree to abide by and be bound by such finding that may be made by the Kaiwhakawa Runanga and advice which may be given to the Board;
  - 23.4.5 undertake if requested by the Board, to pay or provide security for payment in respect of any or all administrative costs incurred by the Board and the Kaiwhakawa Runanga in connection with the question or dispute proposed to be referred by the interested person or persons provided the Board is not to require any contribution to or reimbursement of such administrative costs at a level which would preclude any interested person from seeking an investigation of and hearing into a legitimate question or dispute; and
  - 23.4.6 Rule 22.4 does not apply to any referral made pursuant to Rule 8.6.2.
- 23.5 For the purposes of Rule 22 “interested persons” shall have the following meanings:
- 23.5.1 in the case of a membership question or dispute under Rule 23.1.1, “interested persons” shall mean the applicant Member, his or her whanau, his or her affiliated Hapu or Marae or Hapu/Marae Group, in respect of a Nga Maata Waka Member, and his or her iwi, as the case may be; and
  - 23.5.2 in the case of a rohe question or dispute under Rule 23.1.1, “interested persons” shall mean those Tangata Whenua

Members who submitted the relevant requisition for referral to the Kaiwhakawa Runanga under Rule 23 those Hapu, Marae and or Hapu/Marae Groups who in accordance with Ngati Kahungunu Tikanga would be properly regarded as having an interest in the question or dispute.

- 23.6 The Board may, in its discretion, decline to convene the Kaiwhakawa Runanga in the event that an interested person fails to comply with any one or more of the requirements set out in Rule 23.3 and 23.4.
- 23.7 Upon receipt of a notice by an interested person or the Board declaring a question or dispute of any of the matters referred to in Rule 22.1 and upon satisfaction with the conditions set out in Rules 23.3 and 23.4, the Secretary shall immediately and within five (5) days from the date of receipt of notification of any such dispute, notify each of the members of the Kaiwhakawa Runanga and convene a first meeting of the Kaiwhakawa Runanga.
- 23.8 At the first meeting of the Kaiwhakawa Runanga referred to above, the Kaiwhakawa Runanga shall immediately, and within five (5) days of the date of that first meeting, refer the matter or any aspect of it as appropriate to the Kaumatua Taumata for their expert advice on the particular question or dispute before the Kaiwhakawa Runanga. The Kaiwhakawa Runanga shall ensure that it receives a report from Kaumatua Taumata prior to reaching any decision on the particular dispute before it and in particular shall require that Kaumatua Taumata report back to the Kaiwhakawa Runanga within sixty (60) days of the date of referral.
- 23.9 The Kaiwhakawa Runanga shall immediately, and within ninety (90) days from the receipt of any such question or dispute, convene and facilitate a hui which shall be attended by the interested persons, which shall be convened and facilitated for the purpose of resolving the particular question or dispute at a time and place to be agreed by the interested persons, or failing agreement, at a time and place nominated by the Kaiwhakawa Runanga.
- 23.10 All interested persons shall be entitled to be represented at all hearings of the Kaiwhakawa Runanga. Each will be entitled to present expert and other witness evidence to the Kaiwhakawa Runanga.

### 23.11 **The Board is to procure:**

23.11.1 that adequate administrative and support services are provided to ensure the speedy and efficient functioning of the Kaiwhakawa Runanga for the purposes of this Rule;

23.11.2 that the CEO is;

- (a) authorised to receive and process applications for submissions to the Kaiwhakawa Runanga; and
- (b) maintains a dispute resolution register incorporating dates of applications to the Kaiwhakawa Runanga, dates of hearings, findings of the Kaiwhakawa Runanga and advice given to the Board consequent upon such findings;
- (c) manages the administrative aspects of the Kaiwhakawa Runanga procedures; and
- (d) notifies all persons that may have an interest in the outcome of the decision.

## 24. **TE KAUMATUA TAUMATA**

24.1 The Board may from time to time resolve to convene a Kaumatua Taumata comprising of Ngati Kahungunu Kaumatua who are acknowledged by significant sections of Ngati Kahungunu as persons with expertise in te reo ake o Ngati Kahungunu and in Ngati Kahungunu kawa and Tikanga and being persons of good reputation and standing in the community who do not have a conflict of interest in any matter to be considered by that committee.

24.2 Kaumatua Taumata shall be convened to consider any matter referred to it by the Board under Rules 6 or 7 or by the Kaiwhakawa Runanga under Rule 23 of this constitution. In the event any matter is properly referred to Kaumatua Taumata for advice, the Secretary shall immediately and within fifteen (15) days of the date of such referral, notify each of the members of the Kaumatua Taumata and convene a meeting of Kaumatua Taumata to take place within fifteen (15) days of the date of such referral.

24.3 Kaumatua Taumata shall consider the matter referred before them and may request research and other work which the committee considers necessary to assist in its deliberations.

24.4 The CEO is to ensure that adequate administrative and support services are provided to assist Kaumatua Taumata and to ensure the speedy and efficient functioning of the work to be undertaken by Kaumatua Taumata in accordance with this Rule 24.

25. **REMOVAL FROM OFFICE**

25.1 Any Board Member who has failed or neglected to carry out his or her duties in a satisfactory manner of which the Board, after due inquiry, shall be the sole judge, may be removed from his or her position by a resolution of the Board. Any person so removed who is a representative of a Taiwhenua/Taurahere may be replaced by that Taiwhenua/Taurahere in accordance with Rule 9.4 and Schedule 5.

26. **GENERAL**

26.1 Any matter of policy or procedure not specifically provided for in this constitution shall be determined in such manner as the Board may decide provided that that matter of policy or procedure is consistent with the Maori Fisheries Act, the Incorporated Societies Act, the Charities Act and related regulations.

27. **ALTERATIONS TO THE CONSTITUTION**

27.1 The Board has the power to amend, revoke or add to the provisions of the constitution provided that:

27.1.1 no amendment may be inconsistent with the Maori Fisheries Act, Incorporated Societies Act or the Charities Act;

27.1.2 an amendment must be in writing;

27.1.3 an amendment may only be promoted if the amendment is put and passed at a General Meeting by resolution in accordance with Rule 12.6.5.

27.1.4 notwithstanding the terms of this constitution, no amendment to this constitution shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner NKII's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2007 in respect of income derived by it. Prior to any resolution to amend this constitution being placed before Members competent advice shall be obtained by NKII confirming that the proposed

amendments will not jeopardise the charitable status of NKII or its entitlement to an income tax exemption on income derived by it.

27.2 To the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company or any Fishing Enterprise or Subsidiary relates to a matter provided for in the Maori Fisheries Act:

27.2.1 must be consistent with the Maori Fisheries Act;

27.2.2 may only be promoted if the amendment is put and passed at a General Meeting by resolution in accordance with Rule 12.6.5, and must not amend the requirement in Rule 20.4.1 in a manner which would jeopardise the charitable status of a Corporate Entity.

27.3 Any Nga Uri a Kahungunu, including Tangata Whenua Members (including a Board Member) may put forward in writing proposals for changes to this constitution for consideration by NKII and NKII shall consider that proposal where they are satisfied that, in accordance with Rule 6.5, the person is a Nga Uri a Kahungunu and/or Tangata Whenua Members.

27.4 **Notification to Nga Uri a Kahungunu, including Tangata Whenua Members:** Any proposed amendment under Rule 27 or 27 must be notified to Nga Uri a Kahungunu.

## 28. WINDING UP THE INCORPORATION

28.1 NKII may be wound up voluntarily in accordance in accordance with the provisions in Part 5 of the Incorporated Societies Act provided that that such winding up is consistent with the Maori Fisheries Act and the Charities Act.

28.2 In the event of NKII being voluntarily wound up, the assets of NKII shall be realised and after all liabilities have been paid, the balance shall be dispensed with by the Board to any replacement structure Within New Zealand, provided that organisation has the tax status of a charity and in the event it does not, to another organisation that is properly representative of NKII and which is a charity.

29. **APPOINTED CONTACT PERSON(S)**

- 29.1 NKII shall maintain at least 1 but no more than 3 contact person(s) whom the Registrar can contact when needed.
- 29.2 NKII's contact person must:
- 29.2.1 Be at least 18 years of age; and
  - 29.2.2 Be ordinarily resident of New Zealand; and
  - 29.2.3 Consent to being a contact person.
- 29.3 A contact person can be appointed by the Board, a Committee established for the purpose of appointing a contact person, or elected by the Members at a General Meeting.
- 29.4 Each contact person's full name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:
- 29.4.1 A physical address or an electronic address; and
  - 29.4.2 A telephone number.
- 29.5 If there is a vacancy in office for the designated contact person, the position shall be filled within 20 Working Days from the date of vacation.
- 29.6 Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 Working Days of that change occurring, or the Society becoming aware of the change.

## SCHEDULE 1

**MAORI LAND COURT APPROVED  
BOUNDARIES OF NKII INCORPORATED**

**WAIROA TAIWHENUA**

All that area situated in the Hawke's Bay, South Auckland and Gisborne Land Districts bounded by a line commencing at a point on the sea coast being the northeastern corner of part Takararoa 52321A Block in Block XII, Paritu Survey District, and proceeding northwesterly generally along the northeastern boundary of the said part Block and across Mahanga Road, again along the said northeastern boundary and its production to the middle of the Waiau Stream, up the middle of that stream to a point in line with the southern boundary of Part Lot 6, DP 1026, to and along that boundary, across the Palmerston North-Gisborne Railway, along the southern and western boundaries of the said Part Lot 6 and the south western boundary of Part Lot 1. DP 2315 to the northeastern boundary of Section 34, Block XI, Nuhaka North Survey District, along that boundary, the southeastern and southwestern boundaries of Section 17, Block XI, Nuhaka North Survey District, across SH2 to and along the southwestern boundary of Section 16. Block CI, Nuhaka North Survey District, to the westernmost corner of that section, along the generally western boundary of the Said Section 16, to the intersection of Maraetaha and Tarewa-Tokonui Roads, along the eastern end of Maraetaha Road, to and along the generally western side of the Tarewa-Tokonui Road, and along the production of the last right lined roadside south of the Nuhaka River to the middle of that river, down the middle of that river to a point in line with the southwestern boundary of Part Section 3, Block X Nuhaka North Survey District, to and along that boundary the southeastern boundaries of Part Section 2, Block VI, Nuhaka North Survey District, and Lot 1, DP 16751 (Hawkes Bay Registry) to the southernmost corner of that Lot, along the western boundary of Lot 1. aforesaid, to the northeastern corner of Nuhaka 2B2A1, along the generally northern boundary of Nuhaka to the eastern boundary of Section 9, Block V, Nuhaka North Survey District, southerly along that boundary to the northern side of Mangapahi Road, along that roadside to the south western corner of Section 2, Block V. Nuhaka North Survey District; thence northerly along the western boundary of the said Section 2, the western and northern boundaries of Section 6, Block V, Nuhaka North Survey District, along the western boundary of Part Mangapoike B, across the Waingake-Mangapoike (Paparatu) Road, and along the production of that western boundary to the middle of the Mangapoike River; thence northwesterly generally down the middle of that river to its confluence with the Mangarangiara Stream, up the middle of that stream to a point in line with the southeastern boundary of part Mangapoike

2D, to and along that boundary to Trig Station F4, in Block VIII, Opoiti Survey District, along the southeastern, western and generally southern boundaries of Part Lot 1. DP 1381, to its westernmost corner, northerly along the western boundary of the said Part Lot 1, across SH36, and along the production of that western boundary to the middle of the Hangaroa River, up the middle of that river to a point in line with the southern boundary of Part Tauwharetoi 3A, in Block XII, Hangaroa Survey District, to and along that boundary to the southwestern corner of the said part Tauwharetoi 3A, along the eastern boundaries of Tauwharetoi 2B1A, the eastern boundary of Section 11, Block IX, Hangaroa Survey District. across a public road to and along the western boundary of part Section 2, Block X, Hangaroa Survey District, westerly along the southern and western boundaries of Section 3, Block V. Hangaroa Survey District, along the southwestern boundary of Section 1A, Block V, Hangaroa Survey District, and the production of the lastmentioned boundary to the middle of Bushy Knoll Road, southwesterly along the middle of that road to a point in line with the southeastern boundary of Section 1, Block VII, Tuahu Survey District, to and along that boundary, the south-eastern boundary of part Lot 20 DP 1950, and the production of the lastmentioned boundary to the middle of the Ohinetewai Stream, down the middle of that stream and down the middle of the Kawaimanga Stream to the middle of the Hangaroa River up the middle of the Hangaroa River to a point in line with the western boundary of Section 13, Block XIII, Ngatapa Survey District, westerly along a right line to Trig Station F in Block IV, Tuahu Survey District, being a point on the northeastern boundary of Part Lot 20, DP 1950, along the northeastern boundaries of the said Part Lot 20 and Lot 19. DP 1950, to and along the northern boundary of the last mentioned Lot, the northern boundaries of Part Lots 24 and 23. DP 1952, along the northeastern boundaries of Part Lot 18, DP 1970 and Section 2, Block XV, Koranga Survey District, southerly along the western boundaries of that section and the aforementioned Part Lot 18. across Papuni Road and again along the western boundary of the aforementioned Part Lot 18 to its intersection in Block II, Tuahu Survey District, with a right line between Trig Station Puketapu, in Block VII, Tuahu Survey District, and Trig Station 2126 Maungapohatu, being a point on the southeastern watershed of the Tauranga and Waimana Rivers; thence generally southwesterly to and along the generally southeastern watershed of the Whakatane and Whirinaki Rivers to Trig Station Tutongawhakamangai, situated in Block I, Mangahopai West Survey District; thence southerly and easterly to and along the western and southern boundaries of Pohokura 1 and the production of the last mentioned boundary to the middle of the Te Hoe River; thence southeasterly generally down the middle of the Te Hoe River to and down the middle of the Mohaka River to the sea coast; thence northeasterly generally along the sea coast to the point of commencement including all adjacent islands.

Certified Correct .....

Chief Surveyor, Hawkes Bay Land District

Certified Correct .....

Chief Surveyor, Gisborne Land District

Certified Correct .....

Chief Surveyor, South Auckland Land District

**WHANGANUI-A-OROTU TAIWHENUA**

All that area situated in the Hawke's Bay Land District, bounded by a line commencing at a point on the sea coast in the middle of the Mohaka River, in Block XIII, Waihua survey district; thence southerly generally along the sea coast to the middle of the Clive River, thence westerly generally up the middle of the Clive River to and up the middle of the old bed of the Tutaekuri-Waimate Stream to and up the middle of the Ngaruroro River to a point in line with the north-western boundary of Section 1, SO 9559. Block IV, Kaweka Survey District, and proceeding northeasterly to and along that boundary and the production of that boundary to the middle of the Oamaru Stream, thence northeasterly generally down the middle of that Stream to the middle of the Mohaka River; thence southeasterly generally down the middle of that River to a point in line with the northern boundary of Lot 1, Te Matai Block; thence easterly to and along that boundary and easterly and northerly along the northern and eastern boundaries of Lot 2, Te Matai Block and the production of that boundary to the northern side of the Ripia River, being a point on the western boundary of Tarawera C9; thence northerly along that boundary to the southernmost corner of Unupapamaro Block, thence northerly and easterly along the western and northern boundaries of Unaupapamaro Block to and along the northern boundary of Tarawera C9 and its production to the middle of the Waipunga River; then northwesterly generally up the middle of the Waipunga River to a point in line with the northern boundary of Tataraaakina C; thence to and along that boundary and its production to the middle of the Te Hoe River; thence southeasterly generally down the middle of the Te Hoe River to and down the middle of the Mohaka River to the point of commencement.

Certified Correct .....

Chief Surveyor, Hawkes Bay Land District

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<sup>1</sup> Whanganui a Orotu have amended their boundary that neighbours the Wairoa Taiwhenua, I don't know if Wairoa have made the reciprocal amendment but think not. We need to sort this out.

## HERETAUNGA TAIWHENUA

All that area situated in the Hawkes Bay Land District, bounded by a line commencing at a point, being on the sea coast in the middle of the Clive River; then southerly generally along the sea coast to a point in line with the south-western boundary of Kairakau 2C3; thence north-westerly to and along that boundary to the easternmost corner of Kairakau 2C4B; thence southern-westerly along the south-eastern boundary of the said 2C4B to its southernmost corner; thence south-westerly along a right line to New Zealand map grid co-ordinate 6 132 500 "North, 2 844 780 East; thence north-westerly along a right line to the southern-most corner of Section 34, Block VII, Cero Survey District; thence north-westerly along the south-western boundary of the said Section 34 to its westernmost corner, thence westerly along a right line to New Zealand map grid co-ordinate 6 136 200 North, 2 828 760 East; thence northerly along a right line to a point in the middle of Middle Road in line with the middle of Te Aute Trust Road; thence north-westerly generally to and along the middle of Te Aute Trust Road and its production to the middle of State Highway 2; thence south-westerly along the middle of State Highway 2 to a point in line with the middle of Te Onepu Road; thence north-westerly generally to and along the middle of Te Onepu Road to a point in line with the middle of Raukawa-Te Onepu Road and the middle of a Public Road; thence north-westerly along the middle of that Public Road to the eastern boundary of Lot 2, Deeds Plan 335; thence north-westerly along a right line to Trig 0 in Block XI Maraekakaho Survey District; thence north-westerly along a right line through Trig Q, Pohatuhaha in Block I, Wakarara Survey District to the summit of the Ruahine Ranges, thence northerly generally along the summit of the Ruahine Ranges to the northern boundary of the Awarua Block; thence easterly along the boundary to the middle of the Makirikiri Stream; thence north-easterly generally down the middle of that stream to and down the middle of the Ikawetea Stream, to and up the middle of the Taruarau River to and up the middle of the Te Waiamaru Stream to a point in line with the northern boundary of Section 5, Block XI, Kuripapango Survey District; thence easterly to and along that boundary, north-easterly along the north-western boundary of Section 1 SO 9588 (including the several crossings of Taihape-Napier Road) and its production to the middle of the Ngaruroro River; thence easterly generally down the middle of the Ngaruroro River to and down the middle of the old bed of the Tutaekuri-Waimate Stream to and down the middle of the Clive River to the point of commencement and including all adjacent islands.

**TAMATEA TAIWHENUA**

All that area situated in the Hawkes Bay Land District, bounded by a line commencing at a point, being on the sea coast in the middle of the Mangakuri River; thence southerly generally along the sea coast to the middle of the Waimata Stream; thence northerly along a right line to a point on the eastern boundary of Section 14, Block V, Tautane Survey District, being 300 metres north of State Highway 52; thence northerly along a right line to New Zealand map grid co-ordinate 6 101 320 North, 2 796 900 East; thence northerly along a right line to New Zealand map grid co-ordinate 6 108 650 North, 2 795 000 East; thence northerly along a right line to New Zealand map grid co-ordinate 6112 680 North, 2 789 740 East; thence northerly along a right line to the intersection of the middle of Koupa Road with the middle of the Manawatu River; thence north-westerly generally up the middle of the Manawatu River to the middle of State Highway 2; thence westerly along the middle of State Highway 2 to a point in line with the middle of Jens Anderson Road; thence westerly generally to and along the middle of Jens Anderson Road and its production to the middle of Ellison Road; thence north-westerly along a right line between the middle of Ellison Road, and Trig S Tunipo to its intersection with the summit of the Ruahine Ranges; thence northerly generally along the summit of the Ruahine Ranges to its intersection with a right line between Trig O in Block IX Maraekakaho Survey District and Trig Q Pohatuhaha in Block I Wakarara Survey District; thence south-easterly along that right line through the said Trig Q to Trig 'O in Block IX, Maraekakaho Survey District; thence south-easterly along a right line to the eastern boundary of Lot 2, Deeds Plan 335 and the middle of a Public Road; thence South-easterly generally along the middle of that Public Road and its production to the middle of Te Onepu Road; thence south-easterly generally along the middle of Te Onepu Road and its production to the middle of State Highway 2; thence north-easterly along the middle of State Highway 2 to a point in line with the middle of Te Aute Trust Road; thence south-easterly generally to and along the middle of Te Aute Trust Road and its production to the middle of Middle Road; thence southerly along a right line to New Zealand map grid co-ordinate 6 136 200 North, 2 828 760 East; thence easterly along a right line to the westernmost corner of Section 34, Block VII, Cero Survey District, thence south-easterly along the south-western boundary of the said Section 34, to the northern side of Elsthorpe Road; thence south-easterly along a right line to New Zealand map grid co-ordinate 6 132 500 North, 2 844 780 East; thence north-easterly along a right line to the southernmost corner of Kairakau 2C4B; thence north-easterly along the south-eastern boundary of the said 2C4B to the south-western boundary of Kairakau 2C3; thence south-easterly along that boundary and its production to the sea coast; thence southerly generally along the sea coast to the point of commencement.

Certified Correct .....

Chief Surveyor Hawkes Bay Land District

## TAMAKINUI A RUA TAIWHENUA

All that area situated in the Hawkes Bay and Wellington Land Districts, bounded by a line commencing at a point on the sea coast in the middle of the Waimata Stream; thence northerly along a right line to a point on the eastern boundary of Section 14, Block V, Tautane Survey District, being 300 metres north of State Highway 52; thence northerly along a right line to New Zealand map grid co-ordinate 6 101 320 North, 2 796 900 East; thence northerly along a right line to New Zealand map grid co-ordinate 6 108 650 North, 2 795 000 East; thence northerly along a right line to New Zealand map grid co-ordinate 6 112 680 north. 2 789 740 East; thence northerly along a right line to the intersection of the middle of Kopua Road with the middle of the Manawatu River; thence north-westerly generally up the middle of the Manawatu River to the Middle of State Highway 2; thence westerly generally along the middle of State Highway 2 to a point in line with the middle of Jens Anderson Road; thence westerly generally to and along the middle of Jens Anderson Road and its production to the middle of Ellison Road; thence along a right line between the intersection of the middle of Jens Andersen Road and the middle of Ellison Road and Trig Station S, Tunupo to its intersection with the summit of the Ruahine Ranges; thence generally southerly along the summit of the Ruahine Ranges to Trig Station 60A, Whariti in Block VII, Gorge Survey District; thence south-westerly along the north-western boundary of Woodville Survey District and its production to the middle of the Manawatu River; thence westerly down the middle of that river to a point in line with the western boundary of Section 47, Block I Mangahao Survey District; thence southerly to and along that boundary of the said Section 47 and the western boundary of part Section 1, Block I Mangahao Survey District (C/T 247/81) to the south-western corner of the said part Section 1; thence generally southerly along the eastern side of North Range Road to its intersection with the northern side of Pahiatua-Aokautere Road (Pahiatua Track); thence southerly along a right line to and along the eastern side of South Range Road to the westernmost corner of Lot 2, DP 61556, Block XIX, Mangahao Survey District; thence south-easterly along the south-western boundary of the said Lot 2, DP 61556 to its southernmost corner; thence south-westerly along the north-western boundaries of Sections 1, 2 and 3, Block VI Mangahao Survey District, Section 4, Block V, Mangahao Survey District and the north-western boundary of Inglis Road to the north-western corner of Section 9, Block IX, Mangahao Survey District; thence generally south-westerly along right lines to Trig Station F, Marima and Trig Station AA, Arawaru; thence south-westerly along a right line between Trig Station AA, Arawaru and Trig Station I, Mount Dundas to a point in line with Trig Station S. Ratapu and Trig Station E, Mount Baker; thence south-easterly generally along right lines to Trig Station S, Ratapu, Trig Station E, Mount Baker, Trig Station B, Mount Marsh, Trig Station H, Spring Hill and Trig Station A, Knob; thence south-easterly along a right line to a point on the sea coast being New

Zealand map grid co-ordinate 6 041 100 North, 2 785 500 East; thence northerly generally along the sea coast to the point of commencement.

Certified Correct .....

Chief Surveyor Hawkes Bay Land District

Certified Correct .....

Chief Surveyor Wellington Land District

**WAIRARAPA TAIWHENUA**

All that area situated in the Wellington Land District, bounded by a line commencing at a point on the sea coast being New Zealand map grid co-ordinate 6 041 100 North, 2 785 500 East; thence north-westerly generally along right lines to Trig Station A, Knob, Trig Station H, Spring Hill, Trig Station B, Mount Marsh, Trig Station E, Mount Baker, Trig Station S, Ratapu and the production of the last mentioned line to a point on a right line between Trig Station AA, Arawaru and Trig Station I, Mount Dundas; thence south-westerly along the said right line to Trig Station I, Mount Dundas to and along the summit of the Tararua and Rimutaka Ranges to the north-eastern boundary of Lot 1, DP 54486; thence south-easterly along that boundary and the boundary of Orongaronga Pt A1 situated in Block X Pencarrow Survey District and its production to the sea coast; thence generally southerly, easterly and northerly along the sea coast, to the point of commencement, including all adjacent islands.

Certified Correct .....

Chief Surveyor Wellington Land District

NOTE: The nominated Boundaries are not intended to be decisive but to indicate general geographic areas upon the premise that Maori may decide their own affiliations.

## SCHEDULE 2

## NGA MARAE NGA HAPU O KAHUNGUNU WHANUI TONU

Marae/Location:

Hapu/Iwi:

**WAIRARAPA**

Papawai-Greytown

Ngati Moe, Ngati Kahukuranui ,Ngati Muretu, Ngati Meroiti

Tuhirangi-Pirinoa

Ngai Rangiwhakairi, Ngati Tukoko, Ngati Rakairangi

Mangaakuta-Masterton\*

Ngati Te Hina, Te Kai, Te Uma Whanui, Ngai Tamahau

Hurunuiorangi

Ngati Te Tomo, Ngai Taneroroa, Ngai Tahu, Ngati Moe, Ngati Rangitataia, Ngati Parera, Ngati Tatuki, Ngati Rangitehewea, Ngati Karaparuparu, Ngati Hinewaka

Te Ore Ore-Masterton

Ngati Te Hina, Ngati Tamahau, Ngati Whiunga, Ngati Kahukuranui, Ngati Kahukuraawhitia, Ngai Tahu, Ngati Hamua o Rangitane

Whakataki-Castlepoint

Ngati Tupai, Ngati te Rangiwhakaoma

Papauma-Owahanga

Te Hika o Papauma

Huariki-Martinborough

Ngati Hikawera

Tumapuhia-Masterton

Ngati Tumapuhiaarangi, Ngati Hikawera

Pouakani - Mangakino

Ngati Rakaiwhakairi, Ngati Hineraumoa, Ngati Rakairangi, Ngati Hamua, Ngati Hinetauiria, Ngati Tumanuhiri, Ngati Maahu, Ngati Whatangarerewa, Ngati Muretu, Ngati Moe, Ngati Te Aokino, Ngati Whakamana, Ngati Rangiakau, Ngati Pa te Ika, Ngati Pakuahi, Ngati Komuka, Ngai Tahu, Ngai Tukoko, Ngai Hangarakau, Ngai Tukaihara, Ngai Taneroa, Ngai Te Rangitawhanga, Ngai Te Aomataura, Ngai Tutemiha, Ngati Kahukuraawhitia, Ngati Rakaihikuroa, Tu mai te Uru, Ngati Hakeke, Ngati Parakiore, Ngati Tauiao, Ngati Tumanawa

\* The following marae and Tipuna whare no longer exist:

## Whareama at Mataikona and Takitumu at Martinborough

Ahikouka	Ngati Muretu
Akura	Ngati Te Ahuahu
Maungarake	Ngati Rakaumoana

**TAMAKI NUI A RUA**

Te Hika o Papauma	Ngati Mutuahi, Ngati Pakapaka,
Kaitoki	Ngati Mutuahi, Ngati Pakapaka
Makirikiri	Ngati Mutuahi, Ngati Pakapaka
Whiti Te Ra	Ngati Mutuahi, Ngati Pakapaka
Te Ahu o Turanga i Mua	Nga Hau E Wha
Te Kohanga Whakawhaaiti	Te Kapua Matatoru

**TAMATEA**

Rakautatahi-Takapau	Ngati Kikirioterangi, Ngai Toroiwaho, Ngati Rangikahutia, Ngai te Rangitotohu, Ngai Tahu.
*Rongo Mahaki-Takapau	Ngai Tahu
* Tawari –Takapau	Ngati Kikirioterangi, Ngai Toroiwaho, Ngai Tahu
Rongomaraeroa-Porangahau	Ngati Kere, Ngati Pihere, Ngai Tamatea, Ngati Manuhiri
Tapairu-Waipawa	Ngati Marau
Whataarakai-Waipawa (Nohomaiterangi)	Ngati Marau
Whatuiapiti-Patangata	Ngai Te Whatuiapiti
Pukehou-Te Aute	Ngati Pukututu, Ngati Kekehaunga
Waipukurau	Ngati Parakiore, Ngai Tamatea
Pourerere	Ngai Tamatera
Kairakau	Ngati Oatua, Ngai Tamatera

**HERETAUNGA**

Taraia 1-Pakipaki	Ngati Hotoa, Ngai Taraia
Houngarea-Pakipaki	Ngati Papatuamaro, Ngati Ngarengare
Mihiroa-Pakipaki	Ngati Mihiroa

Taupunga-Waimarama	Ngati Kurukuru, Ngati Ura ki te Rangi, Ngati Hikatoa, Ngati Whakaiti
Korongata-Bridge Pa (Nukunoa)	Ngati Poporo, Ngai Te Whatuiapiti
Mangaroa-Bridge Pa (Hikawera 11)	Ngati Poporo, Ngai Te Whatuiapiti, Ngai Terahunga
Matahiwi-Clive (Te Matau A Maui)	Ngati Hawea, Ngati Kautere
Waipatu-Hastings	Ngati Hori, Ngati Hawea, Ngati Hinemoa
Runanga-Fernhill	Ngai Te Upokoiri, Ngati Hinemanu
Omahu-Fernhill	Ngati Hinemanu, Ngai Te Upokoiri, Ngati Mahuika, Ngati Honomokai
Te Awhina-Fernhill (Taraia 11)	Ngati Hinemanu, Ngai Te Upokoiri
Ruahapia-Hastings	Ngati Hori, Ngati Hawea
Kahuranaki-Te Hauke	Ngati Rangikoianake, Ngai Te Whatuiapiti
Te Aranga	Nga Hau e Wha
Winiata	Ngati Hinemanu, Ngati Hauti
Moawhango	Ngati Whitikaupeka, Ngati Tamakopiri

**WHANGANUI A OROTU (NAPIER)**

Waiohiki-Taradale	Ngati Parau, Ngati Hineao, Ngati Hinewera
Te Poho o Tangiia-Greenmeadows	Ngati Kahungunu/Iwi katoa
Kohupatiki-Clive	Ngati Toaharapaki, Ngati Hori
Ture Wairua-Moteo (Hamuera)	Ngati Hinepare, Ngati Maahu
Timikara-Moteo	Ngati Hinepare, Ngati Maahu
Te Amiki-Petane	Ngati Whakaari, Ngati Matepu
Tangoio	Ngati Maranga Tu He Taua, Ngai Te Ruruku
Te Haroto`	Ngati Hineuru
Pukemokimoki	Nga Hau e Wha
Ngati te Ao Kapiti	Ngati te Aonui
Ngati Hawea	Ngati Hine Pare
Ngati Hine te rangi (Paaka te ahu)	Ngati Hine Uru
Te Hika o rau Tangata	
Ngati Hikapi	
Ngati Hinemoa	Ngati Hori
Ngati Hinemanu	Ngati Haropaki
Ngati Kahu o te rangi	Ngati Kahutapere
Ngati Kaihaere	Ngati Kapuamatotoru
Ngati Kawe	Ngati Kape Kape
Ngati Kautere	Kura
Ngati Kurumokihi	Ngati Maaha
Ngati Mahu	Ngati Mawete
Ngati Moe	Poporo
Ngati Paeahi	Ngati Pahauwera
Ngati Paikea	Ngati Parau
Ngati Peke	Ngati Peehi
Ngati Purua	Ngati Rangi takuao
Ngati Rautai	Ngati Ruruku
Ngati Rangi Aitu	Ngati Rangi Tohumare
Ngati Rauiri	Ngati Rongo
Taane	Tawhao

Ngati Tahatu o te rangi  
 Ngati Tahu ahi  
 Ngati Tapui  
 Ngati Tatakū  
 Ngati Tatua  
 Ngati Taurā  
 Ngati Tuehu  
 Ngati Upokoiri

Ngati Tahu  
 Ngati Tamawahine  
 Ngati Taraia  
 Ngati Tatara  
 Ngati Tauhere  
 Ngati Tu  
 Ngati Turauwha  
 Ngati Whai

## TE WAIROA

Mohaka-Mohaka  
 Te Huki-Raupunga  
 Waihua-Waihua

Ngati Pahauwera, Ngati Kurahikakawa,  
 Ngati Pahauwera, Ngati Kurahikakawa,  
 Ngai Hinekura, Ngati Kurahikakawa, Ngati  
 Pahauwera

Huramua-Wairoa  
 Waihirere-Wairoa  
 (Takitimu)

Ngati Tanemitirangi  
 Ngai Te Apatu

Ruataniwha-Wairoa  
 Taihoa-Wairoa

Ngati Kapumateora, Ngati Iwikatea  
 Ngati Kurupakiaka, Ngati Matua, Ngati Momokore,  
 Ngati Waiaha, Ngati Tiakiwai

Pakowhai-Frasertown  
 Putahi-Frasertown  
 Rangiahua-Frasertown  
 Te Poho o Tiakiwai-Wairoa  
 Te Uni Akaroro-Wairoa

Ngati Mihi, Ngai Tamaterangi  
 Ngati Hinepehinga, Ngati Poa  
 Ngai Tamaterangi  
 Ngati Kurupakiaka

Kihitu-Wairoa  
 Iwitea-Wairoa  
 Whakaki  
 Kahungunu-Nuhaka  
 Te Kotahitanga-Nuhaka  
 Tanenuiarangi-Nuhaka  
 Te Rehu-Nuhaka  
 Kaiuku-Mahia  
 Kuha-Tuai

Ngati Kurupakiaka, Ngati Matua, Ngati Momokore,  
 Ngati Waiaha, Ngati Tiakiwai  
 Ngati Tiakiwai, Ngati Kurupakiaka, Ngati Kaahu  
 Ngai Tahu Matawhaiti  
 Ngai Te Ipu, Ngati Hinepua, Ngati Tarita  
 Ngati Rakaipaaka  
 Ngati Rakaipaaka  
 Ngati Rakaipaaka  
 Ngai Te Rehu, Rakaipaaka  
 Ngai Tu, Ngati Hikairo  
 Ngai Ruapani, Ngati Hingaanga

Mahanga-Mahia	Rongomaiwahine
Manutai-Nuhaka	Ngai Te Kaua
Waimako-Tuai	Whanau a Pani
Whaakirangi-Wairoa	Ngai Matangirau
Arimawha-Frasertown	Ngati Hinetu
Erepeti-Ruakituri	Ngati Manuhiri, Te Aitanga a Hinehika
Te Reinga	Ngati Hinehika
Te Mira-Frasertown	Ngati Makoro
Ruawharo-Opoutama	Ngai Ruawharo, Ngati Tama
Tuahuru-Mahia	Rongomaiwahine
Te Rakato-Mahia/Mahanga	Ngai Te Rakato
Rongomaiwahine-Mahanga	Rongomaiwahine
Putere-Raupunga	Ngati Pahauwera
Tawhiti A Maru-Wairoa	
Takitimu	
Te Poho o Hinemihi	
[Rahokapua/Takararoa	Ngati Meke
Okahu	Ngati Hauraki
Paritu	Ngai Te Aomaru
Rahokapua/Paritu	Ngai Te Umupapa
Paritu	Ngai Tahaotera
Paritu	Ngai Te Rakato
Takararoa	Ngati Kurawea]

Note: The Schedule of hapu is intended to be inclusive to the intent that Maori will ultimately decide their own affiliation.

## SCHEDULE 3

### CHARITABLE OBJECTS

#### EDUCATIONAL PURPOSES

##### A Educational Facilities

Establishing or assisting in the establishment of and the equipping, management and conducting of kohanga reo, kura kaupapa, schools and other educational or training institutions which have or include the purpose of furthering the education of the Members of NKII, including making grants of money, equipment or materials:

- (i) making grants to any other funds established or bodies formed for the promotion of the education of Members or for assisting Members to obtain training or practical experience necessary or desirable for any trade calling or occupation;
- (ii) making grants to schools or other institutions which have or include the purpose of furthering the education of Members of NKII.

##### B Scholarships, Bursaries and Other Financial Assistance

- (i) Providing scholarships, exhibitions, bursaries, prizes or other methods of enabling Members of NKII to secure the benefits of education or training including attending any public or private primary, post primary or tertiary institution whether in New Zealand or overseas or by making grants to Education Boards or other educational bodies for scholarships, exhibitions, bursaries or prizes;
- (ii) Providing books, clothing or other equipment for the holders of scholarships or other individuals, or by making grants for any such purposes, or by making grants generally for the purposes of assisting the parents or guardians of children who are Members of NKII to provide for the education or training for any employment or occupation of such children;
- (iii) Providing, furnishing, maintaining or contributing towards the cost of residential accommodation and the management thereof for Members of NKII in relation to their education or training;
- (iv) Providing post-graduate scholarships to Members of NKII holding University degrees or diplomas enabling them to continue their studies or conduct special research either in New Zealand or elsewhere;

- (v) Paying travelling expenses to holders of any post-graduate scholarships, and making grants to meet the expenses of such holder or of the wife or dependant children of any such holder;
- (vi) Making grants to Members of NKII other than the holders of post-graduate scholarships for the purposes of assisting any person to whom any such grant is made to carry out any special research or study;
- (vii) Advancing money by way of loan, on such terms and conditions as the Board think fit, to any Member to assist him or her to attend any New Zealand or overseas university, agricultural college, technical institute, or institution of similar status.

**C Conditions of tenure of scholarships, bursaries and grants**

- (i) The conditions of tenure of every bursary, scholarship, and grant shall be determined by the Board which shall select or prescribe a method of selection of the recipients thereof, with or without the aid of competitive examinations or tests, and decide the school, university, or other institution at which the bursary, scholarship or grant shall be held;
- (ii) Every bursary, scholarship, or grant shall be of such value as the Board in their discretion determines and the Board may in their discretion renew or extend it with or without modification in value or conditions of tenure.

**D Other Educational Assistance**

- (i) Funding the production, dissemination and use of educational resources, materials and information and encouraging the development of a network of resource materials;
- (ii) Providing assistance to Members of NKII in order to develop existing or embark on new approaches to education which will have significant positive effects within NKII;
- (iii) Promoting the education of Members of NKII in other ways not specifically referred to in this Schedule.

**CULTURAL PURPOSES**

- A. The teaching, speaking and preservation of the Maori language and in particular, te reo o Ngati Kahungunu;
- B. The maintenance and furtherance of the unity and identity of the hapu and marae affiliated to Ngati Kahungunu and situated in the boundaries of NKII and the custody and preservation of the beliefs and customs of Ngati Kahungunu;

- C. The teaching of, research into and the publication of books and papers on the language, customs, traditions, genealogy and history of Ngati Kahungunu;
- D. The encouragement and teaching and the preservation of Maori arts and crafts;
- (i) By making grants to any school or class established or formed by Ngati Kahungunu or in which Members of Ngati Kahungunu participate for the purpose of giving instruction in or encouraging the practice of Maori arts and crafts including the construction of waka;
  - (ii) By acquiring specimens of and books or publications, manuscripts, drawings, sketches, photographs, carvings and other artwork connected with Ngati Kahungunu or Maori generally;
  - (iii) By printing or reprinting and publishing any books of papers, matters, records, documents, drawings, sketches, photographs or other pictorial records dealing with or containing any reference to Ngati Kahungunu;
  - (iv) By securing phonographic or other records of Maori songs and chants, including in particular those of Ngati Kahungunu;
  - (v) By commissioning the execution by a Member or Members of Ngati Kahungunu of any work of art or craft;
  - (vi) By adequately housing and otherwise safeguarding and maintaining all specimens of Maori arts and crafts and taonga acquired by the Board and all Maori antiquities taonga and other things entrusted to its custody by the owners thereof, and any other articles belonging to or in the custody of the Board and arranging for and undertaking the exhibition of any of the same;
  - (vii) By giving financial assistance in such manner as it thinks fit to any publication wherever published or any society or person in New Zealand or elsewhere engaged in any matter to which this sub-paragraph (d) relates;
- E. Making grants to any Member of NKII to enable him or her to study, train or gain experience in respect of the creation of Maori arts and crafts or in respect of any matter relating to the language, customs, traditions and history of the hapu and marae within the boundaries of NKII and Ngati Kahungunu in respect of any aspect of non-Maori culture or the arts such as painting, musical studies, the study of dance or other arts and accomplishments which is considered by the Board to be for the benefit of the hapu and marae within the boundaries of NKII and Ngati Kahungunu;
- F. Advising and assisting any bodies or organisations which are engaged in activities relating to Maori culture, arts and crafts or the culture or the arts and crafts of Ngati Kahungunu;

AND the Board may:

- G. Charge or cause to be charged such fees for admission to land and buildings vested in it or under its control or in respect of any exhibition or performance promoted arranged or controlled by it as the Board think fit;
- H. Engage in the business or creating, buying or selling articles having a special significance in respect of Ngati Kahungunu arts or crafts or relating to Ngati Kahungunu life or culture.

## **THE PROMOTION OF SOCIAL AND ECONOMIC WELFARE AND ADVANCEMENT AND VOCATIONAL TRAINING**

### **A. Social**

- 1.1 Making grants or loans towards the cost of the construction, establishment, management, maintenance, repair or improvement of marae (including meeting houses), halls, churches and church halls, kohanga reo, kura kaupapa or urupa of the hapu and marae customarily situated in the boundaries of Ngati Kahungunu;
- 1.2 Establishing, maintaining and equipping hostels for the purpose of providing either permanent or temporary accommodation for Members of NKII;
- 1.3 Making grants or loans towards the establishment of recreational centres or facilities for the use of any Member of NKII and for such other uses as the Board think fit;
- 1.4 Making grants towards the expenses of kuia and kaumatua in carrying out duties or performing services for the benefit of the hapu and marae customarily situated in the boundaries of Ngati Kahungunu;
- 1.5 Making grants towards the expenses of attendance at any hui or other meeting by Ngati Kahungunu kuia, kaumatua, or other special interest group.

### **B. Economic**

- 1.6 Developing, subsidising, or making grants or loans for farming, manufacturing or other industries;
- 1.7 Promoting, carrying out or subsidising roading schemes, power schemes or such other schemes as the Board think fit, or by making grants or loans for any such schemes;
- 1.8 Promoting tribal and other meetings and the interchange of visits and by other means endeavouring to bring about and maintain friendly relations among Ngati Kahungunu and others;
- 1.9 Making grants or loans to groups or associations for tribal purposes of Ngati Kahungunu;

**C. Vocational**

- 1.10 Providing assistance in the co-ordination of vocational training schemes in the fields of industry, commerce, agriculture, or social welfare for the benefit of Members of NKII and assisting and supporting the introduction and establishment of such training and retraining schemes;
- 1.11 Providing financial assistance for the vocational training of groups or persons within the boundaries of NKII including:
  - 1.11.1 The recruitment and placement of Members of NKII in employment;
  - 1.11.2 The training and retraining of Members of NKII in trades or other types of employment;
  - 1.11.3 The arranging of apprenticeships for Members of NKII;
  - 1.11.4 The provision of suitable accommodation for Members of NKII who are training for employment or are otherwise studying or who are employed in any trade or occupation;
- 1.12 Developing and implementing and maintaining the operation of work programmes aimed at employing Members of NKII or developing and maintaining farms, land, gardens, homes, hostels and other accommodation for the benefit of Members of NKII;
- 1.13 Providing Members of NKII with financial assistance in setting up their own businesses either alone or in partnership or joint venture;
- 1.14 Assisting and promoting the understanding of sustainable resource use and the natural and cultural values of land.

AND to further any of the above objects to present to Government and Governmental agencies or to any other body, agency or group of persons the views of Ngati Kahungunu in respect of the delivery of services or the provision of funds or assistance to Maori generally or to Ngati Kahungunu.

**THE RELIEF OF AGED OR POOR MEMBERS OF NGATI KAHUNGUNU IWI INCORPORATED OR THOSE UNDER DISABILITY**

- (a) Making grants or loans or providing such other support and assistance as the Board think fit to Members of NKII who are aged or poor or who suffer from any mental or physical disability or incapacity;
- (b) Providing counselling and other social services to assist Members of NKII suffering any of the things referred to in (a) above;

- (c) Providing financial assistance and support to Ngati Kahungunu war veterans and their dependants and the making of grants towards the tangihanga expenses of those veterans;
- (d) Providing support for the families of Members of NKII suffering any of the things referred to in (a) above who need such support or care and protection as a consequence.

**THE PROMOTION OF COMMUNITY HEALTH AND PERSONAL PHYSICAL AND MENTAL HEALTH & FITNESS AND THE RAISING OF LIVING STANDARDS OF MEMBERS OF NGATI KAHUNGUNU IWI INCORPORATED**

**A The Promotion of Community Health**

- (i) Installing or making grants or loans towards the cost of installing water supplies, sanitation works, and drainage in hapu and/or marae settlements within the boundaries of Ngati Kahungunu;
- (ii) Promoting, carrying out, or subsidising housing schemes or by making grants or loans for any such schemes;
- (iii) Providing, subsidising or making grants for medical, nursing, dental or other health services, including rongoa, alcohol and drug services, communicable disease control, health education, environmental health, food hygiene and safety;
- (iv) Making grants or loans to Members of NKII to assist in the erection, repair, alteration, or improvement of any dwellings (including the repair, alteration, improvement, or installation in or in respect to any dwelling of a system of lighting, heating, sanitation, water supply, or other conveniences) and of all necessary outbuildings, fences, and appurtenances attached thereto;
- (v) Making grants or loans to any associations or bodies of persons formed for promoting or conserving in any way, either alone or in conjunction with other objects, the health and physical well-being of Members of NKII;
- (vi) Providing or supporting or making grants or loans for home health services such as nursing care, therapy and home support services provided to Members of NKII or for or towards services intended to promote the health of young children, the health of older children, the health of women and/or the health of men who are Members of NKII;

**B The Promotion of Physical Health and Fitness**

- (i) Encouraging Members of NKII to engage in physical activities and physical pastimes, including sport for the purpose of promoting their physical well-being and enhancing their quality of life;
- (ii) Promoting community based and group fitness and leisure activities which are capable of being used by Members of NKII;
- (iii) Making grants or loans to individuals or bodies (whether corporate or not) for the purpose of providing, supporting or enhancing physical activities or pastimes in which Members of NKII may participate;
- (iv) Initiating, encouraging and facilitating research in relation to sport fitness and leisure;

**C The Promotion of Mental (Well being) Health**

- (v) Providing or supporting or making grants or loans towards mental health services such as psychiatry, psychology and counselling;

**D The Raising of Living Standards**

- (vi) Assisting Members of NKII to find suitable accommodation for themselves and their families and where necessary providing financial assistance by way of grants or loans for the purchase of a suitable home or to subsidise the payment of rental;
- (vii) Providing such other support and assistance as the Board think fit to improve the living standards of Members of NKII.

**COMMUNICATIONS**

- A Establishing or assisting in the establishment of and providing funding for radio and television stations or the print media for the purpose of communicating to Members of NKII or informing others in respect of any of the Charitable Purposes or carrying out any of the same;
- B Making grants or loans to or for the purpose of facilities which are ancillary to those referred to in (A) above such as production facilities, graphic design, publishing, computer, advertising and other facilities necessary or desirable for high quality communications to or for the benefit of Members of NKII.



## **Schedule 5**

### **Election Process**

#### **Time of Elections**

1. The Board Members must arrange and conduct an election of Board Members in accordance with the electoral provisions set out in Rule 9 and Schedule 5 of this constitution at such times as shall ensure that no person who is an elected Board Member shall hold office for a period no longer than three (3) years without facing re-election.
  - (a) The triennial Board Elections shall be conducted by an Independent Returning Officer appointed by the Ngati Kahungunu Iwi Incorporated Board.
  - (b) The election timeline and process will be ratified by the Ngati Kahungunu Iwi Incorporated Board.

#### **Eligible voters**

2. All Adult Members who are Nga Uri a Kahungunu, including Tangata Whenua Members shall be eligible to vote on any resolution required by Rule 12.6.5 of this constitution and participate in the election of one (1) or more Board Members in accordance with this constitution and any votes cast as per this Schedule 5 shall be received:
  - (c) by postal vote and received before 5pm on the day of the General Meeting;  
or
  - (d) by electronic voting.

#### **Nominations for Board Member**

3. The Board must, no later than 35 Working Days prior to the General Meeting at which the election of Board Members will be held, publicly notify Nga Uri a Kahungunu, including Tangata Whenua Members, of the members of the Taiwhenua and/or Taurahere Runanga who are standing for election for the position of Chairperson and/or as representative of the Taiwhenua Districts and/or Taurahere District. The information included with the list of candidates shall:
  - (a) contain details of the nominee's full name, address and contact number;

- (b) the position(s) that the nominee is/are standing for;
  - (c) include a declaration signed by the nominee that declares that the nominee has agreed to the nomination and is not a person who is precluded from holding office as a Board Member on the basis of one or other of the matters specified in Rule 10.15.3 of the constitution;
  - (d) be accompanied by a brief statement containing details of experience and objectives relevant to the position of Board Member.
4. The Board must, no later than 35 Working Days prior to the General Meeting at which the election of Board Members will be held, publicly notify Nga Uri a Kahungunu, including Tangata Whenua Members, of the Ngati Kahungunu Kaumatua who are standing for election as the Kaumatua representative on the Board. The information included with the list of candidates shall:
- (a) contain details of the nominee's full name, address and contact number;
  - (b) include a declaration signed by the nominee that declares that the nominee has agreed to the nomination and is not a person who is precluded from holding office as a Board Member on the basis of one or other of the matters specified in Rule 10.15.3 of the constitution; and
  - (c) if the nominee so chooses, a brief personal statement.

#### **Taurahere Runanga Districts**

5. The election of Taurahere representatives on the Board is outlined in Section 9 of the Constitution and requires a definition of Northern District and the Southern District
- The Northern District is North of the Wairoa Boundary
  - The Southern District is South of the Wairarapa Boundary

#### **PART B: All Votes**

##### **Notice of Voting and General Meeting**

6. The procedure determined by the Board Members in respect of any vote, must be publicly notified not less than 20 Working Days before the date of the vote and, if the

vote is to be at a General Meeting of NKII, the notice procedures must comply with those specified in the Maori Fisheries Act, which at the date of this constitution are:

- (a) Public Notice that includes:
  - (i) the date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the Act;
  - (ii) advice that a vote is to be taken to ratify or amend the constitutional documents of NKII;
  - (iii) advice on the method by which the vote will be counted, and
- (b) Private Notice to every Adult Member who is Nga Uri a Kahungunu, including Tangata Whenua Members who has requested such from the Board in writing, that gives:
  - (i) the information in the preceding sub-paragraph of this Schedule;
  - (ii) a copy of the Voting Paper; and
  - (iii) the address and return date for the Voting Paper.
- (b) Private Notice to every Adult Member who is Nga Uri a Kahungunu, including Tangata Whenua Members if there is to be a vote taken to ratify the constitutional documents of the Mandated Iwi Organisation that gives the information in sub paragraphs 6(a)(i) to (iii).

#### **Valid votes**

7. In the case that a resolution is to be sought in accordance with Rule 12.6.5(b), the conduct of a vote of Nga Uri a Kahungunu, including Tangata Whenua Members at a General Meeting must provide that:
- (a) In order for a vote to be validly cast:
    - (i) the Board must, where the person is already registered as Tangata Whenua Member or a Nga Uri a Kahungunu in accordance with Rule 9.9.2, record the membership number on the Voting Paper; and
    - (ii) the person casting the vote must:

- ensure that he or she is registered; or
  - where the person is not registered at the time of the vote, also complete a registration application in the form set out in Schedule 4 which shall be attached to and form part of the Voting Paper;
- (b) No vote cast under either paragraph 2 or paragraph 6(a) of this Schedule 5 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngati Kahungunu has been confirmed either:
- (i) because that person is an Adult Member who is Nga Uri a Kahungunu, including Tangata Whenua Members at the time they cast their vote; or
  - (ii) if that person has applied at the time that their vote was cast, to become an Adult Member who is Nga Uri a Kahungunu, including Tangata Whenua Members, because their registration was accepted in accordance with Rule 6.5.

except that a provisional result, disclosing the number of such persons and counting their votes for provisional purposes only may be declared at any time.

### **Secret Ballots**

8. All votes shall be conducted so as to ensure that:
- (a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;
  - (b) that the returning officer and those persons shall undertake to keep that information confidential; and
  - (c) that the Voting Papers are destroyed by the returning officer after the date of completion of the final count plus a period of one month thereafter.

**Schedule 6  
Ballot Paper**

[Voter Identifier]
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RESOLUTION:

***THAT RONGOMAIWAHINE SHALL***

- 1. SEEK TO ESTABLISH A RONGOMAIWAHINE  
MANDATED IWI ORGANISATION; AND***
- 2. WITHDRAW FROM NGATI KAHUNGUNU IWI  
INCORPORATED***

- I accept the above resolution

- I reject the above resolution

***In order to be valid this voting paper  
must be returned to:***

Returning Officer  
Ngati Kahungunu Iwi Incorporated  
PO Box [ ]  
Hastings