



Te Rūnanga o NGĀI TAHU

Charter of

Te Rūnanga o Ngāi Tahu

Effective July 2020

TE KAWENATA O NGĀI TAHU

The **Kaupapa Whakatuwhera** of this Charter is that the House of Tahu is set up amongst us to nurture our people, to shelter our people and to serve our people. It is both the symbol of our identity as Ngāi Tahu Whānui and the Whare Whataraki of that which we together own.

The **Kaupapa Poutokomanawa** of this Charter is the protection and growth of the pūtea.

The **Kaupapa Tahuhu** of this Charter is the accountability of those charged with responsibility for the pūtea to our Papatipu Rūnanga, to our people and to future generations.

The **Kaupapa Poutahu** is the principle that the assets of Ngāi Tahu will be managed separately from the bodies that spend and distribute the income earned from those assets.

The **Kaupapa Whakahuataka** of this Charter is that all those entitled by whakapapa to the benefits of the House of Tahu shall be protected in their right to benefit.

The **Kaupapa Whakakotahi** is that the poupou of the House of Tahu are the Papatipu Rūnanga of our people each with their own mana and woven together with the tukutuku of our whakapapa. In them resides the tino rangatiratanga of Ngāi Tahu. Its collective voice is Te Rūnanga o Ngāi Tahu.

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**CHARTER
OF
TE RŪNANGA O NGĀI TAHU
A BODY CORPORATE WITH PERPETUAL SUCCESSION ESTABLISHED
UNDER
TE RŪNANGA O NGĀI TAHU ACT 1996**

1. INTERPRETATION

1.1 Definitions In this Charter

“Account Date” means such date in each calendar year as Te Rūnanga may from time to time fix under sub-clause 26.1 as the date at which the Annual Accounts are to be prepared;

“Act” means Te Rūnanga o Ngāi Tahu Act 1996;

“Administrator”¹ means the Secretary or such other person as may from time to time be appointed by Te Rūnanga to administer the procedure contained in clause 9;

“Adult member”² means any member of Ngāi Tahu Whānui who is 18 years of age or over at the relevant date;

“Alternate Rūnanga Representative”³ means a person appointed under sub-clause 6.8 by a Member to represent that Member and to speak and vote on its behalf at Meetings in the event that its Rūnanga Representative is unable to do so;

“Annual Accounts”⁴ means collectively and individually the Te Rūnanga Accounts, the Charitable Trust Accounts, and the NTHC Accounts;

“Annual General Meeting” means the Meeting of Te Rūnanga to be held in each calendar year as set out in sub-clause 13.1;

“Annual Report”^{5, 6} means the report of Te Rūnanga, made available under sub-clause 12.3 to the Adult members of Ngāi Tahu Whānui, which Te Rūnanga provides in respect of each Financial Year. The Annual Report shall include a report on the Annual Accounts and the performance of Te Rūnanga, such of the Te Rūnanga Subsidiaries as Te Rūnanga considers appropriate, the Charitable Trust and NTHC, incorporating a summary of any audit conducted in respect of that Financial Year or any other period ending on the Account Date of that Financial Year;

“Applicant”⁷ means a person or body representing a group of members of Ngāi Tahu Whānui who proposes to put or puts before the Membership Committee any question or dispute which could:

- (a) result in an addition to the membership of Te Rūnanga and affect the takiwā of any Member; or

¹ The definition of “Administrator” was inserted by Special Resolutions on 24 May 1997

² The definition of “Adult Member” was inserted by Special Resolution on 19 September 2009

³ The definition of “Alternate Rūnanga Representative” was inserted by Special Resolution on 19 July 2003

⁴ The definition of “Annual Accounts” was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

⁵ The definition of “Annual Report” was amended by Special Resolution on 19 September 2009

⁶ The definition of “Annual Report” was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

⁷ The definition of “Applicant” was inserted by Special Resolution on 24 May 1997

(b) affect the takiwā of any Member;

“Appointment Committee”⁸ shall have the meaning given to it in sub-clause 7.1;

“Auditors”⁹ means such firm of chartered accountants of national or international standing as may from time to time be appointed as auditors to Te Rūnanga, the Te Rūnanga Subsidiaries, the Charitable Trust and NTHC Group;

“Beneficiaries’ Register” means the register of the members of Ngāi Tahu Whānui maintained by Te Rūnanga at the Head Office in which are to be entered the names and addresses of all those persons whose whakapapa entitles them to be treated as a member of Ngāi Tahu Whānui and who have supplied their names and addresses to the Secretary for inclusion;

“Beneficiaries’ Representative” means the person who is appointed under sub-clause 6.15 to represent the interests of and speak at Meetings on behalf of those members of Ngāi Tahu Whānui who are resident from time to time outside the rohe of Ngāi Tahu and whose interests are not otherwise represented by a Rūnanga Representative or an Alternate Rūnanga Representative;

“Business Day” means any Monday to Friday (inclusive)¹⁰ on which registered banks in Christchurch are open for business but excludes the days observed as the anniversary of any province within the takiwā of any Member¹¹;

“Chairperson”¹² means the Kaiwhakahaere, Deputy Kaiwhakahaere or such other Rūnanga Representative or Alternate Rūnanga Representative chosen to preside over a Meeting of Te Rūnanga under sub-clause 16.6;

“Charitable Trust”¹³ means the Ngāi Tahu Charitable Trust constituted by a Deed of Trust dated 23 March 1994 and incorporated under the provisions of the Charitable Trusts Act 1957;

“Charitable Trust Accounts”¹⁴ means in respect of each Financial Year:

- (a) the audited Combined Group Financial Statements of the Charitable Trust as at the Account Date prepared in accordance with NZ GAAP;
- (b) the Financial Statements of the Charitable Trust, the Financial Statements of each of the Charitable Trust Subsidiaries (including the NTHC Accounts) for the Financial Year ended on the Account Date prepared in accordance with NZ GAAP;

“Charitable Trust Subsidiary”¹⁵ means any subsidiary (as defined by Section 5 of the Companies Act 1993) as if the words “the Charitable Trust” and “the Charitable Trust’s Subsidiary”: were substituted for the words “another company” and “that other company” and “that other company’s subsidiary” (as appropriate) of the Charitable Trust and includes any person (other than a subsidiary as so defined) which is controlled by the Charitable Trust;

“Charter” means any Charter of Te Rūnanga o Ngāi Tahu adopted by Te Rūnanga in accordance with section 16 of the Act as from time to time amended under its provisions;

⁸ The definition of “Appointment Committee” was inserted by Special Resolution on 20 September 2008

⁹ The definition of “Auditors” was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

¹⁰ The definition of “Business Day” was added by Special Resolution dated 25 November 2011

¹¹ Added by Special Resolution dated 25 November 2011

¹² The definition of “Chairperson” was inserted by Special Resolution on 24 May 1997

¹³ The definition of “Charitable Trust” was inserted by Special Resolution on 24 May 1997

¹⁴ The definition of “Charitable Trust Accounts” was inserted by Special Resolution on 24 May 1997

¹⁵ The definition of “Charitable Trust Subsidiary” was inserted by Special Resolution on 24 May 1997

“Chief Executive Officer”¹⁶ means the Chief Executive Officer employed from time to time by Te Rūnanga;

“Clear Day” means, for the purposes of clause 15, a calendar day;

“Committee”¹⁷ means any Rūnanga Representatives, Alternate Rūnanga Representatives or other person or persons from time to time appointed by Te Rūnanga to act as a Committee of Te Rūnanga to carry out duties delegated to them under sub-clause 19.

“Committee Member”¹⁸ means a Rūnanga Representative or Alternate Rūnanga Representative or other person from time to time appointed by Te Rūnanga to be a member of a Committee, under sub-clause 19.1;

“Conflicts of Interest Policy”¹⁹ means the policies stipulated by Te Rūnanga from time to time for the management of conflicts of interest between entities, staff or Directors within the Te Rūnanga Group, Rūnanga Representatives, Alternate Rūnanga Representatives, and/or their proxies and/or Directors within the Te Rūnanga Group;

“Deputy Kaiwhakahaere” means the Rūnanga Representative from time to time appointed by Te Rūnanga under sub-clause 6.14 to act as deputy to the Kaiwhakahaere;

“Financial Year”²⁰ means in relation to the Te Rūnanga Group the period of twelve consecutive calendar months (or such other period as Te Rūnanga may from time to time designate) ending on the Account Date;

“Head Office” means Te Whare o Te Waipounamu, 15 Show Place, Addington, Christchurch 8024²¹ or such other office as Te Rūnanga may from time to time designate and notify publicly in accordance with the provisions of the Act;

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“Kaiwhakahaere” means the Rūnanga Representative from time to time appointed by Te Rūnanga under sub-clause 6.14 to act as chairperson of Te Rūnanga;

“Majority Resolution”²⁴ means a resolution of the Members which has been approved at a Meeting by 10 or more of those Members who are represented by their respective Rūnanga Representatives or Alternate Representatives or by proxy, and which:

- (a) has been incorporated in the notice convening the meeting at which it is to be proposed as a Majority Resolution; or
- (b) has been introduced in accordance with this Charter and Standing Orders for consideration by Te Rūnanga;

“Mediation”²⁵ means to conduct and participate in good faith negotiations chaired by an independent person for the purpose of exploring possible compromises in order to reach agreement;

¹⁶ The definition of **“Chief Executive Officer”** was inserted by Special Resolution on 15 May 1999 with effect from 1 July 1999

¹⁷ The definition of **“Committee”** was inserted by Special Resolution on 24 November 1999

¹⁸ The definition of **“Committee Member”** was amended by Special Resolution on 24 November 1999

¹⁹ The definition of **“Conflicts of Interest Policy”** was inserted by Special Resolution on 19 July 2003

²⁰ The definition of **“Financial Year”** was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

²¹ The definition of **“Head Office”** was amended by Special Resolution on 23 November 2018

²² The definition of **“Hearing”** was inserted by Special Resolution on 24 May 1997 and deleted by Special Resolution on 19 July 2003

²³ The definition of **“Joint Secretary”** was deleted by Special Resolution on 19 July 2003

²⁴ The definition of **“Majority Resolution”** was inserted by Special Resolution on 23 November 2018

²⁵ The definition of **“Mediation”** was inserted by Special Resolution on 24 May 1999

“Meeting” means any Annual General Meeting, Requisitioned Meeting or Regular Meeting of the Members of Te Rūnanga and includes any such Meeting of the Members of Te Rūnanga as the Trustee of the Charitable Trust;

“Members” means the eighteen Papatipu Rūnanga, namely:

Te Rūnanga o Kaikōura

Te Rūnaka o Kāti Waewae

Te Rūnanga o Makaawhio (formerly Te Rūnanga o Te Koeti Turanga)

Te Ngāi Tūāhuriri Rūnanga

Rāpaki Rūnanga

Te Rūnanga o Koukourārata

Wairewa Rūnanga

Te Rūnanga o Ōnuku

Taumutu Rūnanga

Te Rūnanga o Arowhenua

Te Rūnanga o Waihao

Te Rūnanga o Moeraki

Kāti Huirapa ki Puketeraki

Te Rūnanga o Ōtākou

Hokonui Rūnaka

Waihopai Rūnanga

Te Rūnanga o Awarua

Te Rūnanga o Ōraka Aparima

and includes any one or more of those Papatipu Rūnanga;

²⁶**“Membership Committee”** ²⁷ means the committee of the Members constituted by Te Rūnanga under clause 9 to investigate and hold hearings into any question or dispute which could:

(a) result in an addition to the membership of Te Rūnanga; and/or

(b) affect the takiwā of any Member;

“Membership Committee Chairperson” ²⁸ means a person appointed by Te Rūnanga under clause 9 to act as chairperson of the Membership Committee;

“Ngāi Tahu” means the iwi comprised of Ngāi Tahu Whānui;

“Ngāi Tahu 2025” ²⁹ means the document adopted by Te Rūnanga in 2001 as the prime strategic document of Te Rūnanga (as amended from time to time);

²⁶ Deleted by Special Resolution dated 25 November 2011

²⁷ The definition of **“Membership Committee”** was inserted by Special Resolution on 24 May 1997

²⁸ The definition of **“Membership Committee Chairperson”** was inserted by Special Resolution on 19 July 2003

²⁹ The definition of **“Ngāi Tahu 2025”** was inserted by Special Resolution on 19 July 2003

“Ngāi Tahu Whānui” means the collective of the individuals who descend from the five (5) primary hapū of Ngāi Tahu, Ngāti Mamoe and Waitaha, namely Kāti Kurī, Ngāti Irakehu, Kāti Huirapa, Ngāi Tūāhurīrī and Ngāi Te Ruahikihiki;

“member of Ngāi Tahu Whānui” means:

- (a) any person who is a descendant of the persons, being members of Ngāi Tahu iwi living in the year 1848, whose names are set out in the list appearing at pages 92 to 131 (both inclusive) of the book containing the minutes of the proceedings and findings of a committee (commonly known as the Ngāitahu Census Committee) appointed in the year 1929, the book being that which is lodged in the office of the Registrar of the Māori Land Court at Christchurch and marked “Ngāitahu Census Committee Minutes 1929”; and
- (b) any person who is not a member of Ngāi Tahu Whānui by virtue of that person being a descendant of any of the persons mentioned in paragraph (a) but whose claim to be a descendant of a member of the Ngāi Tahu iwi who was living in the year 1848 is approved by Te Rūnanga;

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“NTHC” means Ngāi Tahu Holdings Corporation Limited;

“NTHC Accounts” means collectively and individually in respect of each Financial Year:

- (a) the audited Combined Group Financial Statements of NTHC and the NTHC Subsidiaries as at the Account Date, prepared in accordance with NZ GAAP;
- (b) the Financial Statements of NTHC, the Combined Group Financial Statements of the NTHC Subsidiaries and the Financial Statements for each of the NTHC Subsidiaries for the Financial Year ended on the Account Date, prepared in accordance with NZ GAAP;

“NTHC Director” means a Director for the time being of NTHC;

“NTHC Group” means NTHC and the NTHC Subsidiaries and, where the context requires, any one or more of those companies;

“NZ GAAP” means Generally Accepted Accounting Principles in New Zealand;

“Office of Te Rūnanga”³¹ means the Chief Executive Officer and other direct employees of Te Rūnanga both in its own right and Te Rūnanga as the Trustee of the Charitable Trust that will carry out the roles set out in sub-clause 10.1(b);

“Ordinary Resolution”³² means a resolution of the Members which has been approved at a Meeting by a majority of those Members who are represented by their respective Rūnanga Representatives or Alternate Rūnanga Representatives or by proxy, and which:

- (a) has been incorporated in the notice convening the meeting at which it is to be proposed as an Ordinary Resolution; or
- (b) has been introduced in accordance with this Charter and Standing Orders for consideration by Te Rūnanga;

³⁰ The definitions of “NTGM”, “NTGM Accounts”, “NTGM Director”, and “NTGM Group” were deleted by Special Resolution on 15 May 1999 with effect from 1 July 1999

³¹ The definition of “Office of Te Rūnanga” was inserted by Special Resolution on 15 May 1999 with effect from 1 July 1999

³² The definition of “Ordinary Resolution” was amended by Special Resolution on 25 November 1998

“Papatipu Rūnanga” means one of the traditional Rūnanga of Ngāi Tahu which constitute the Members and, where the context requires, includes any one or more of those Rūnanga;

“Register” means the register maintained by Te Rūnanga in which are listed the Members, their Rūnanga Representatives and Alternate Rūnanga Representatives and their respective address for service of notice of Meetings in accordance with clause 22;

“Register of Resolutions”^{33 34} means the register maintained by the Office of Te Rūnanga in which are listed copies of every Special Resolution, Majority Resolution and Ordinary Resolution passed at a Meeting of Te Rūnanga in accordance with clause 20;

“Regular Meeting” means any Meeting, other than an Annual General Meeting or Requisitioned Meeting of Te Rūnanga, which is agreed to be convened by Te Rūnanga under sub-clause 13.2;

“Representative Body”³⁵ means any body representing a group of Ngāi Tahu Whānui under clause 9;

“Requisitioned Meeting” means any Meeting of Te Rūnanga which is requisitioned under sub-clause 13.3;

“Rūnanga Representative” means a person appointed under sub-clause 6.7 by a Member to represent that Member and vote on its behalf at Meetings;

“Seal” means the Common Seal of Te Rūnanga authorised in accordance with Section 6 of the Act;

“Secretary” means the person appointed by the Chief Executive Officer from time to time to:

- (a) perform general secretarial and administrative functions in relation to:
 - (i) Te Rūnanga and its Meetings;
 - (ii) the maintenance of records and registers prescribed under the clauses and the Act; and
- (b) perform such other duties as are required;

“Senior Manager” means the Chief Executive Officer or any other employee of the Office of Te Rūnanga who reports directly to the Chief Executive Officer.

“Social and Cultural Development and Natural Environment” includes education, health care, age care, insurance, superannuation, the enhancement of community facilities, the fostering of the study of Ngāi Tahu whakapapa, tikanga, history and tradition, the promotion of the composition and performance of waiata, purakau and whaikōrero, the promotion and active protection of taonga Ngāi Tahu, wāhi taonga and kōiwi tangata, mahinga kai sites and practices, and all natural resources, the fostering of whare wānanga and whare kura, the fostering of all aspects of Ngāi Tahu and Māori culture (including traditional and contemporary arts and crafts) and the teaching of Te Reo Māori with particular emphasis on Ngāi Tahu dialects;

“Special Resolution” means a resolution which has been approved by not less than 14 of the Members, represented by their Rūnanga Representative, Alternate Rūnanga Representative or by proxy, at a Meeting of which notice specifying the intention to propose the resolutions as a Special Resolution has been properly given under sub-clause 15.4;

³³ The definition of **“Register (Resolutions)”** was inserted by Special Resolution on 19 July 2003

³⁴ The definition of **“Register of Resolutions”** was amended by Special Resolution on 23 November 2018

³⁵ The definition of **“Representative Body”** was inserted by Special Resolution on 19 July 2003

“Standing Orders”³⁶ means those regulations applying to the conduct of Meetings and other matters which are from time to time adopted, modified or rescinded by Ordinary Resolution of Te Rūnanga in accordance with sub-clause 16.14;

“Strategic Documentation”³⁷ means collectively and individually the Te Rūnanga o Ngāi Tahu Investments Charter, Ngāi Tahu 2025, Letters of Expectation and the Statements of Corporate Intent;

“Te Apārangi”³⁸ means the Committee set up by Te Rūnanga under clause 19 which shall consist of Rūnanga Representatives and up to two (2) Alternate Rūnanga Representatives. It is a continuing Committee;

“Te Here”³⁹ means the Committee set up by Te Rūnanga under clause 19 which shall consist of Rūnanga Representatives and up to two (2) Alternate Rūnanga Representatives. It is a continuing Committee;

“Te Kawenata o Ngāi Tahu”⁴⁰ means the declaration so entitled which appears at the front of the Charter and which is deemed to be part of the Charter;

“Te Rūnanga” means Te Rūnanga o Ngāi Tahu;

“Te Rūnanga Accounts” means in respect of each Financial Year:

- (a) the audited Group Financial Statements of the Te Rūnanga Group as at the Account Date prepared in accordance with NZ GAAP;
- (b) the Financial Statements of Te Rūnanga, the Financial Statements of each of Te Rūnanga’s subsidiaries for the Financial Year ended on the Account Date prepared in accordance with NZ GAAP;

“Te Rūnanga Group”⁴¹ means Te Rūnanga, any subsidiaries of Te Rūnanga, the Charitable Trust and the Charitable Trust’s Subsidiaries;

“Te Rūnanga o Ngāi Tahu Investments Charter”⁴² means the Te Rūnanga o Ngāi Tahu Investments Charter document adopted by Te Rūnanga in March 2010 and amended from time to time;

“Te Rūnanga Subsidiary”⁴³ means any subsidiary of Te Rūnanga where Te Rūnanga is acting in its own right (ie Te Rūnanga is not acting as Trustee of the Charitable Trust);

“Te Rūnanga Subsidiary Director” means a Director for the time being of a Te Rūnanga Subsidiary;

1.2 Construction of certain references

In these clauses:

“assets”⁴⁴ includes the whole or any part of the relevant person’s business, undertaking, property, rights or interests, in each case, present or future, actual, contingent or prospective;

³⁶ The definition of “Standing Orders” was inserted by Special Resolution on 25 November 1998

³⁷ The definition of “Strategic Documentation” was inserted by Special Resolution on 16 March 2002 and amended by Special Resolution on 17 April 2020

³⁸ The definition of “Te Apārangi” was inserted by Special Resolution on 19 July 2003

³⁹ The definition of “Te Here” was inserted by Special Resolution on 25 November 2011

⁴⁰ The definition of “Te Kawenata” was inserted by Special Resolution on 27 September 1997

⁴¹ The definition of “Te Rūnanga Group” was inserted by Special Resolution on 15 May 1999 with effect from 1 July 1999

⁴² The definition of “Te Rūnanga Group Investment Policy Framework” was amended by Special Resolution dated 17 April 2020

⁴³ The definition of “Te Rūnanga Subsidiary” was added by Special Resolution dated 25 November 2011

⁴⁴ The definition of “assets” was amended by Special Resolution on 15 May 1999

“distribution” of an asset includes a sale, gift, transfer or any other kind of disposal of, or grant of an option over, a right or interest, whether legal or equitable, in that asset and “distribute” has a corresponding meaning;

“liabilities” includes all obligations, whether in the nature of debt or otherwise and whether actual or contingent, present or otherwise; and

“person” includes an individual, body corporate, an association of persons (whether corporate or not), a trust (in each case, whether or not having separate legal personality) or other legal entity.

1.3 Statutes

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

1.4 General References

References to:

- (a) one gender includes the other gender;
- (b) the singular includes the plural and vice versa; and
- (c) a sub-clause are to a sub-clause of a clause;

1.5 Headings⁴⁵

Headings, sub-headings and the index are to be ignored in interpreting the Charter.

2. GUIDING PRINCIPLES⁴⁶

Te Rūnanga will in the conduct of its business and administration of assets, including acting as the Trustee of the Charitable Trust, be accountable to Ngāi Tahu Whānui under the Charter and will be guided by the principles embodied in:

- (a) Tino Rangatiratanga;
- (b) Kaitiakitanga;
- (c) The Treaty of Waitangi; and
- (d) Te Kawenata.

3. OBJECTS

The objects for which Te Rūnanga has been established are:

- (a) to be the repository of the collective Tino Rangatiratanga of Ngāi Tahu Whānui;
- (b) to be the representative of the collective interest of Ngāi Tahu Whānui and the legal representative of Ngāi Tahu Whānui in relation to that collective interest;
- (c) to receive the assets and assume the liabilities of the Ngāi Tahu Māori Trust Board in accordance with the Act;
- (d) to receive assets transferred by the Crown in settlement of;

⁴⁵ Sub-clause 1.5 “Headings” was amended by Special Resolution on 25 November 1998

⁴⁶ Clause 2 “Guiding Principles”, was amended by Special Resolution on 24 May 1997 and 27 September 1997

- (i) Ngāi Tahu's claim WAI 27 to the Waitangi Tribunal arising from numerous breaches by the Crown of its obligations under the Treaty of Waitangi; and
 - (ii) any other claims by Ngāi Tahu relating to the breach by the Crown of any obligations to Ngāi Tahu;
- (e) to hold the assets and liabilities of Te Rūnanga, and administer those assets and the liabilities of Te Rūnanga as kaitiaki of Ngāi Tahu Whānui;
- (f) to constitute the body through which Ngāi Tahu Whānui:
 - (i) will confirm the enduring tribal structure which properly represents its Tino Rangatiratanga;
 - (ii) will through the Office of Te Rūnanga, NTHC, the Te Rūnanga Subsidiaries and such other persons as Te Rūnanga considers appropriate, manage its affairs, business, assets and liabilities;⁴⁷ and
 - (iii) may distribute benefits directly or indirectly to the members of Ngāi Tahu Whānui either in their individual capacities, or through their Papatipu Rūnanga or upon any other basis which Te Rūnanga may select;
- (g) to act as the Trustee of the Charitable Trust;
 - (i) to settle on, transfer, sell, gift or otherwise dispose of the whole or any part of the assets of Te Rūnanga to the Charitable Trust and to lend money to the Charitable Trust to facilitate any such settlement, transfer, sale or other disposition;
 - (ii) in addition to the objects set out in sub-clause 3(f) to constitute as the Trustee of the Charitable Trust a further body through which Ngāi Tahu Whānui:
 - (A) will through the Charitable Trust, the Office of Te Rūnanga, NTHC, the Te Rūnanga Subsidiaries and such other persons as it considers appropriate, manage its affairs, business, assets and liabilities;⁴⁸ and
 - (B) may distribute benefits directly or indirectly to members of Ngāi Tahu Whānui either in their individual capacities or through their Papatipu Rūnanga or upon any other basis which Te Rūnanga may select, provided that no distribution shall be made except in furtherance of the charitable objects of the Charitable Trust.

4. STATUS OF THE CHARTER

4.1 Contract

The Charter constitutes a contract between Te Rūnanga and the Members and between each of the Members and the other Members. It is enforceable at law by Te Rūnanga and each of the Members.

⁴⁷ Sub-clause 3 (f)(ii) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

⁴⁸ Sub-clause 3(g)(ii)(A) (formerly sub-clause 3A(c)(i)) was amended by Special Resolutions on 15 May 1999 with effect from 1 July 1999

4.2 **No privity of contract**

The Charter is not intended to and does not create a contractual right in favour of or enforceable by any member of Ngāi Tahu Whānui who has or may have an entitlement to benefit under or in consequence of the Act or the Charter or any of its clauses. The application of the Contracts (Privity) Act 1982 to the Charter is expressly excluded. The interests of members of Ngāi Tahu Whānui in relation to the activities of Te Rūnanga or any person owned or controlled by Te Rūnanga are enforceable solely through their respective Papatipu Rūnanga.

5. **POWERS OF TE RŪNANGA O NGĀI TAHU**

Te Rūnanga is established as a body corporate under the Act and has perpetual succession and a common seal with power to purchase, accept, hold, transfer and lease property and to sue and be sued and having all the rights, powers and privileges of a natural person.

6. **MEMBERS**

6.1 **Permanent membership**

The right of each of the Papatipu Rūnanga to be a Member is a perpetual right. Each of the Papatipu Rūnanga, by subscribing to the Charter, confirms to all of the other Papatipu Rūnanga that the perpetual right to be a Member is immutable and that it is not capable of removal or variation by any amendment or purported amendment to the Charter.

6.2 **Exercise of rights**

The rights exercisable by a Member under the Charter will not be varied or removed if that Member fails to exercise those rights at any time or during any period.

6.3 **No surrender of membership**

No Papatipu Rūnanga may surrender its membership of Te Rūnanga.

6.4 **Rights non-transferable**

The rights of a Member under the Charter are not transferable to any other Member or to any person other than to that Member's Rūnanga Representative, Alternate Rūnanga Representative or duly appointed proxy (as the case may be).

6.5 **Admission to Membership**⁴⁹

- (a) no Representative Body, other than those which became Members of Te Rūnanga at the commencement of the Act, may be admitted to membership of Te Rūnanga unless:
 - (i) Te Rūnanga has found, pursuant to the provisions of clause 9, that such Representative Body should be constituted as a Papatipu Rūnanga of Ngāi Tahu Whānui;
 - (ii) Te Rūnanga has advised the Minister of Māori Affairs pursuant to Section 12(9) of the Act that an Order-in-Council to that effect should be made under Section 10(1) of the Act;

⁴⁹ Sub-clause 6.5 "Admission to Membership", was inserted by Special Resolution on 24 May 1997 in substitution for clause 6.5

(iii) the Minister of Māori Affairs has made a recommendation to the Governor-General under Section 10(2) of the Act, that the Governor-General should declare by Order-in-Council that such Representative Body should be constituted as a Papatipu Rūnanga of Ngāi Tahu Whānui; and

(iv) the Governor-General has made an Order-in-Council to that effect.

(b) the making of that Order-in-Council by the Governor-General will without further resolution of Te Rūnanga give that new Papatipu Rūnanga membership of Te Rūnanga and constitute an amendment to the Charter in relation to the list of Members contained in sub-clause 1.1. The name of the Representative Body of that newly constituted Papatipu Rūnanga will be added to that list of Members.

6.6 Interpretation⁵⁰

For the avoidance of doubt and subject to the Act and general law, this Charter shall be interpreted so as to give effect to the Tino Rangatiratanga of the Members.

6.7 Rūnanga Representatives⁵¹

Each Member will, in accordance with sub-clause 7.1, appoint one person (who must not be disqualified by sub-clause 6.12) and who must be a member of Ngāi Tahu Whānui and have established his or her entitlement by descent to be a member of that Papatipu Rūnanga, to act as its Rūnanga Representative.

6.8 Alternate Rūnanga Representatives⁵²

Each Member will also, in accordance with sub-clause 7.1, appoint a person (who must not be disqualified by clause 6.12) and who must be a member of Ngāi Tahu Whānui and have established his or her entitlement by descent to be a member of that Papatipu Rūnanga, to act as its Alternate Rūnanga Representative.

6.9 Notice of Appointment of Rūnanga Representatives and Alternate Rūnanga Representatives⁵³

Each Member must give written notice to Te Rūnanga at its Head Office of the names and addresses of the persons appointed as its Rūnanga Representative and Alternate Rūnanga Representative. The entry in the Register by Te Rūnanga will be conclusive evidence of the appointment of the persons named in the Register. That notice may be given on the Member's behalf by the Appointment Committee (or the chairperson of that committee) referred to in sub-clause 7.1. Any notice given after 1 July 2008 must state that the appointment was made in accordance with this Charter.

6.10 Resignation of Rūnanga Representatives and Alternate Rūnanga Representatives⁵⁴

A Rūnanga Representative or Alternate Rūnanga Representative (as the case may be) ceases to hold that office (and to be a member of any Te Rūnanga Committee on which they sit)) when he or she resigns from office by giving notice in writing to Te Rūnanga at its Head Office. Te Rūnanga must promptly notify the Member and the chairperson of the Appointment Committee when it receives written notice of a resignation.

⁵⁰ Sub-clause 6.6 was inserted by Special Resolution on 20 September 2008

⁵¹ Sub-clause 6.7 (formerly sub-clause 6.6) was amended by Special Resolution on 20 July 1996 and 24 November 1999 and renumbered by Special Resolution on 20 September 2008

⁵² Sub-clause 6.8 (formerly sub-clause 6.7) was amended and renumbered by Special Resolution on 20 September 2008

⁵³ Sub-clause 6.9 (formerly sub-clause 6.8) was amended and renumbered by Special Resolution on 20 September 2008

⁵⁴ Sub-clause 6.10 (formerly sub-clause 6.9) was amended and renumbered by Special Resolution on 20 September 2008

6.11 **Removal or Rūnanga Representatives and Alternate Rūnanga Representatives** ⁵⁵

A Rūnanga Representative or Alternate Rūnanga Representative (as the case may be) will cease to hold that office on receipt by Te Rūnanga of a notice from the Member advising that the Rūnanga Representative or Alternate Rūnanga Representative has ceased to hold office. A Rūnanga Representative or Alternate Rūnanga Representative who is a member of a Te Rūnanga Committee will automatically cease to be a member of such Committee if they no longer hold the office they held when they were most recently appointed to the Committee.

⁵⁶

6.12 **Rūnanga Representatives and Alternate Rūnanga Representatives not to be certain persons**

⁵⁷

A person will be automatically disqualified from holding, and (where applicable) will cease to hold, office as a Rūnanga Representative or Alternate Rūnanga Representative if that person is:

- (a) a company, society or other non-natural person; or
- (b) an employee of Te Rūnanga Group; or
- (c) a prohibited person under sections 382, 383, or 385 of the Companies Act 1993; or
- (d) a prohibited person under section 16(2)(c) of the Charities Act 2005; or
- (e) a person who is an un-discharged bankrupt; or
- (f) a person who is less than 18 years' of age; or
- (g) a person for whom a compulsory treatment order is in force under the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- (h) a person for whom a property order or personal order is in force under the Protection of Personal and Property Rights Act 1988; or
- (i) a person otherwise disqualified by any other enactment which may be in force from time to time.

6.13 **Rūnanga Representatives and Alternate Rūnanga Representatives may be directors** ⁵⁸

A Rūnanga Representative or Alternate Rūnanga Representative may be appointed and hold office as a director of any of the Charitable Trust Subsidiaries, any of the Te Rūnanga Subsidiaries or any member of the NTHC Group and shall be entitled to receive remuneration for his or her services as a director.

6.14 **Election of Kaiwhakahaere and Deputy Kaiwhakahaere** ^{59 60}

- (a) the Members, represented by their respective Rūnanga Representatives or Alternate Rūnanga Representatives, ⁶¹ will at such time as they may select, appoint by Majority

⁵⁵ **Sub-clause 6.11** (formerly sub-clause 6.10) was renumbered by Special Resolution on 20 September 2008

⁵⁶ Added by Special Resolution dated 25 November 2011

⁵⁷ **Sub-clause 6.12** (formerly sub-clause 6.11) (formerly sub-clause 6.10A) was inserted by Special Resolution on 24 November 1999) and was renumbered by Special Resolution on 20 September 2008

⁵⁸ **Sub-clause 6.13** (formerly sub-clause 6.12, (formerly sub-clause 6.10B)) was inserted by Special Resolution on 24 November 1999 and renumbered by Special Resolution on 20 September 2008

⁵⁹ **Sub-clause 6.14** (formerly sub-clause 6.13) was amended by Special Resolution on 19 July 2003 and renumbered by Special Resolution on 20 September 2008

⁶⁰ Sub-clause 6.14 was amended by Special Resoluiton on 23 November 2018

⁶¹ Added by Special Resolution dated 25 November 2011

Resolution one (1) of the Rūnanga Representatives to the office of Kaiwhakahaere and another Rūnanga Representative to the office of Deputy Kaiwhakahaere. A person elected to the office of Kaiwhakahaere or Deputy Kaiwhakahaere will hold that office until whichever is the earlier of his/her ceasing to be a Rūnanga Representative or the end of his/her term of office;

(b)

(i) a Rūnanga Representative retiring from the office of Kaiwhakahaere or Deputy Kaiwhakahaere will, subject to the approval of the Papatipu Rūnanga, which he/she represents, be entitled to offer themselves for subsequent election to either office;

(ii) all other candidates for the office of Kaiwhakahaere and Deputy Kaiwhakahaere shall also require the approval of the Papatipu Rūnanga he/she represents to be entitled to offer themselves for election to either office;

(c) the Members, represented by their respective Rūnanga Representatives or Alternate Rūnanga Representatives,⁶² may by Ordinary Resolution determine:

(i) that the period of appointment to the office of Kaiwhakahaere or Deputy Kaiwhakahaere is to be more or less than three (3)⁶³ years;

(ii) to remove any person from the office of Kaiwhakahaere or Deputy Kaiwhakahaere at any time before the end of the term for which that person has been appointed to that office;

(d) save as provided for above, the election process for appointment of the Kaiwhakahaere and Deputy Kaiwhakahaere shall be decided by Te Rūnanga;

6.15 **Beneficiaries' Representative**⁶⁴

Te Rūnanga may from time to time appoint a person (who need not be a Rūnanga Representative or Alternate Rūnanga Representative) to attend and speak at Meetings as the Beneficiaries' Representative. The Beneficiaries' Representative will be entitled to receive notices of Meetings in the same manner as a Rūnanga Representative or Alternate Rūnanga Representative, but will not vote at Meetings and will not be counted for purposes of establishing the existence of a quorum. Failure to give notice of a Meeting to the Beneficiaries' Representative will not affect or in any way invalidate the convening or conduct of that Meeting. The appointment of a Beneficiaries' Representative may be terminated by Te Rūnanga at any time.

6.16 **Adding a new 1848 Kaumātua to the "Blue Book"**⁶⁵

A decision by Te Rūnanga to approve an application under Te Rūnanga's "Determinations on additions of 1848 Kaumātua to the Blue Book" policy requires a Special Resolution of Te Rūnanga to be effective.

⁶² Added by Special Resolution dated 25 November 2011

⁶³ Added by Special Resolution dated 25 November 2011

⁶⁴ **Sub-clause 6.15** (formerly sub-clause 6.14) was renumbered by Special Resolution on 20 September 2008

⁶⁵ **Clause 6.16 "Adding a new 1848 Kaumātua to the "Blue Book"** was added by Special Resolution dated 25 November 2011

7. ELECTION OF APPOINTMENT COMMITTEE ⁶⁶

7.1 Appointment Committee Elections ⁶⁷

The members of each Papatipu Rūnanga will:

- (a) every three (3) years except where the number of candidates does not exceed the number of vacancies for a particular Papatipu Rūnanga Appointment Committee; and
- (b) in a democratic manner by postal ballot of all eligible members of the Papatipu Rūnanga;

elect the members of the Papatipu Rūnanga (an “Appointment Committee”) who will then appoint the person (or persons) who will be the Rūnanga Representative and Alternate Rūnanga Representative of the Papatipu Rūnanga.

7.2 Appointment Committee Election Rules ⁶⁸

Each Member must have in place rules by which the election of the Appointment Committee will be conducted. Those rules must comply with the Act, this Charter and the general law and must provide that:

- (a) subject to 7.1 a postal ballot to elect the members of the Appointment Committee will be conducted at intervals of not more than three (3) years; and
- (b) all members of Ngāi Tahu Whānui who have established by descent that they are entitled to be members of that Papatipu Rūnanga and who are 18 years or over must have reasonable opportunity to participate in the postal ballot; and
- (c) may, but are not required to, contain provisions setting criteria for eligibility of members to be nominated to the Appointment Committee.

7.3 Rūnanga Representative and Alternate Rūnanga Representative Appointment ⁶⁹

Each Member must also have in place rules which:

- (a) must comply with the Act, this Charter and the general law; and
- (b) must provide that the members of the Appointment Committee will act in a timely manner to appoint (or re-appoint) the Rūnanga Representative (and Alternate Rūnanga Representative) of the Papatipu Rūnanga in accordance with the rules required under this sub-clause;
- (c) may (among other things) provide for:
 - (i) the manner in which the process for the nomination of the Rūnanga Representative and Alternate Rūnanga Representative will be conducted; and
 - (ii) the conduct of the meeting of the Appointment Committee; and
 - (iii) some of the matters the members of the Appointment Committee may have regard for when considering a person for appointment as a Rūnanga Representative (or Alternate Rūnanga Representative); and

⁶⁶ **Clause 7 “Election of Appointment Committee”** (formerly entitled “Election of Rūnanga Representatives” (formerly Clause 20) Adopted by Special Resolution on 21 November 1996 and amended by Special Resolution on 19 July 2003) replaced by Special Resolution on 20 September 2008

⁶⁷ **Sub-clause 7.1** was amended by Special Resolution on 20 September 2008

⁶⁸ **Sub-clause 7.2** was inserted by Special Resolution on 20 September 2008

⁶⁹ **Sub-clause 7.3** was inserted by Special Resolution on 20 September 2008

- (iv) the term of appointment of the Rūnanga Representative (or Alternate Representative).

7.4 **Appointment Committee Rules**⁷⁰

Each Appointment Committee may, from time to time, adopt rules for the conduct of the Appointment Committee's business. Those rules must comply with the Act, this Charter, the Te Rūnanga o Ngāi Tahu Election Rules, any other law, and any rules created by the Papatipu Rūnanga which are consistent with the Act, this Charter, any other law.

7.5 **Rules to be made Public**⁷¹

Each Member must deposit (and keep current) a copy of its Appointment Committee election rules and its Rūnanga Representative and Alternate Rūnanga Representative appointment rules with Te Rūnanga and make those rules available to the members of the Papatipu Rūnanga upon request.

7.6 **Right to Nominate and be Nominated**⁷²

Each member of the Papatipu Rūnanga who is entitled to vote under sub-clause 7.2 (b) may, subject to any rules created by the Papatipu Rūnanga which are consistent with the Act, this Charter, and any other law, may do any one or more of the following:

- (a) nominate a person, or be nominated, for election to the Appointment Committee;
- (b) nominate a person, or be nominated, to be considered for appointment as a Rūnanga Representative or Alternate Rūnanga Representative.

7.7 **Te Rūnanga assistance**⁷³

Te Rūnanga may, if requested by a Papatipu Rūnanga, provide assistance to each Member and its Appointment Committee to carry out the functions referred to or contemplated by this clause 7. That assistance may (among other things) include:

- (a) the appointment of an Electoral Officer or other person or persons to oversee and assist with the conduct of any postal ballot including the election of an Appointment Committee;
- (b) providing and meeting the costs of an independent person or persons to conduct any postal ballot including the election of an Appointment Committee;
- (c) advising Papatipu Rūnanga on compliance issues (including on the appointment of Rūnanga Representatives and Alternate Rūnanga Representatives and the election of Appointment Committees);
- (d) providing model Appointment Committee election rules and Rūnanga Representative and Alternate Rūnanga Representative appointment rules for Papatipu Rūnanga to adopt; and/or
- (e) advising and assisting Papatipu Rūnanga on model Appointment Committee election rules and Rūnanga Representative and Alternate Rūnanga Representative appointment rules and their adoption and the amendment or replacement of them.

⁷⁰ **Sub-clause 7.4** was inserted by Special Resolution on 20 September 2008

⁷¹ **Sub-clause 7.5** was inserted by Special Resolution on 20 September 2008

⁷² **Sub-clause 7.6** was inserted by Special Resolution on 20 September 2008

⁷³ **Sub-clause 7.7** was inserted by Special Resolution on 20 September 2008

7.8 Senior Managers in the Office of Te Rūnanga ⁷⁴

Notwithstanding clause 7.6, no person who is a Senior Manager is able to be a member of an Appointment Committee whilst he/she is employed as a Senior Manager.

8. DUTIES OF THE RŪNANGA REPRESENTATIVES AND ALTERNATE RŪNANGA REPRESENTATIVES

8.1 Fundamental Duty

The Rūnanga Representatives and Alternate Rūnanga Representative will administer the assets and liabilities of Te Rūnanga as kaitiaki for Ngāi Tahu Whānui. In performing those duties each Rūnanga Representative and Alternate Rūnanga Representative will act in good faith and in a manner that the Rūnanga Representative and Alternate Rūnanga Representative believes on reasonable grounds is in the best interests of Ngāi Tahu Whānui as a whole.

8.2 Collective interests of Ngāi Tahu Whānui

A Rūnanga Representative or Alternate Rūnanga Representative must not, when exercising powers or performing duties as a Rūnanga Representative or Alternate Rūnanga Representative, act or agree to act in a manner which unfairly prejudices or unfairly discriminates against any particular Papatipu Rūnanga unless that Rūnanga Representative or Alternate Rūnanga Representative believes on reasonable grounds that the fundamental duty set out in sub-clause 8.1 requires such action.

8.3 Compliance with the Charter

A Rūnanga Representative or Alternate Rūnanga Representative must not act or agree to act in a manner which contravenes the Charter.

8.4 Standard of care

Every Rūnanga Representative and Alternate Rūnanga Representative, when exercising powers or performing duties as a Rūnanga Representative or Alternate Rūnanga Representative, must exercise the care, diligence and skill reasonably to be expected of a person acting in like circumstances, taking into account any special skills or experience which that Rūnanga Representative or Alternate Rūnanga Representative has.

8.5 Use of information and advice

Every Rūnanga Representative and Alternate Rūnanga Representative, when exercising their powers or performing their duties in good faith 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) the Chief Executive Officer and any other employee of the Office of Te Rūnanga or any Te Rūnanga Subsidiary Director or employee of a Te Rūnanga Subsidiary or any NTHC Group Director or employee of NTHC Group whom the Rūnanga Representative or Alternate Rūnanga Representative believes on reasonable grounds to be reliable and competent in relation to the matters concerned; ⁷⁵

⁷⁴ **Sub-clause 7.8** was inserted by Special Resolution on 22 November 2012

⁷⁵ **Sub-clause 8.5(a)** (formerly sub-clause 17.5(a)) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

- (b) any professional or expert person in relation to matters which the Rūnanga Representative or Alternate Rūnanga Representative believes on reasonable grounds to be within that person's professional or expert competence; and
- (c) any other Rūnanga Representative or Alternate Rūnanga Representative, or member of a Committee upon which the Rūnanga Representative or Alternate Rūnanga Representative did not serve at the relevant time, in relation to matters within that other Rūnanga Representative, Alternate Rūnanga Representative or Committee Member's designated authority.

8.6 Members vicariously liable

Each Member may be held liable for the acts or omissions of its Rūnanga Representative and/or Alternate Rūnanga Representative to the extent that the conduct of either of them constitutes a breach of any of their duties. Any such breach is for these purposes to be treated as a breach by the Member that appointed the Rūnanga Representative or Alternate Rūnanga Representative as the case may be. Notwithstanding the foregoing provision the Rūnanga Representative and Alternate Rūnanga Representative shall remain jointly and severally liable with the Member. Rūnanga Representatives and Alternate Rūnanga Representatives are not to be held liable for the acts or omissions of each other.

8.7 Acceptance of liability by Rūnanga Representatives and Alternate Rūnanga Representative

Each Rūnanga Representative and Alternate Rūnanga Representative will be deemed, by accepting appointment to that office, to have accepted the duties, obligations and liabilities attaching to that office under the Charter as if that person had been a subscriber to the Charter.

8.8 Notice of acceptance

Upon accepting appointment to the office of Rūnanga Representative or Alternate Rūnanga Representative a person must sign an acknowledgement of the provisions of clause 8 in such form as Te Rūnanga may from time to time prescribe. By that acknowledgement they will be deemed to have accepted the duties, obligations and liabilities contained in the Charter. The original of that acknowledgement is to be filed by the Member at the Head Office at the same time as the Member gives notice of appointment of that Rūnanga Representative or Alternate Rūnanga Representative (as the case may be) and such notice of appointment will not be effective unless accompanied by the requisite form of acknowledgement duly executed by the appointee.

8.9 Conflicts of Interest⁷⁶

- (a) every Rūnanga Representative, Alternate Rūnanga Representative and/or their proxy shall at all times adhere to and comply with the Conflict of Interest Policy as amended by Te Rūnanga from time to time;
- (b) in the event of any dispute as to whether or not a Rūnanga Representative, Alternate Rūnanga Representative and/or their proxy are acting in a manner that is in contravention of the Conflicts of Interest Policy, then the dispute shall be referred to that Kaiwhakahaere whose decision shall be final and binding.

⁷⁶ Sub-clause 8.9 was inserted by Special Resolution on 19 July 2003

8.10 Remuneration

Te Rūnanga may at its discretion prescribe remuneration for Rūnanga Representatives, Alternate Rūnanga Representatives, the Kaiwhakahaere and Deputy Kaiwhakahaere and arrange for the reimbursement of expenses properly incurred by all of those persons in the conduct of their duties.

9. QUESTIONS OF MEMBERSHIP AND TAKIWĀ ⁷⁷

9.1 Procedure

The provisions contained in clause 9 are to constitute the procedure by which Te Rūnanga may consider, following a request from an Applicant and after appropriate investigations and hearings, whether any changes should be made to the Papatipu Rūnanga of Ngāi Tahu Whānui or to their respective takiwā or to both.

9.2 Application to Te Rūnanga

Any person or body which wishes to refer for determination by the Membership Committee any question or dispute which could result in an addition to the membership of Te Rūnanga and affect the takiwā of any Member or which could affect the takiwā of any Member is to:

- (a) submit in writing to the Administrator, in such form as may from time to time be prescribed by Te Rūnanga, a request that Te Rūnanga convene the Membership Committee to determine that question or dispute;
- (b) provide to the Administrator, in such form as Te Rūnanga may from time to time prescribe, evidence which demonstrates to the satisfaction of Te Rūnanga that the Applicant is the properly mandated representative of a group of persons:
 - (i) whose names are entered in the roll of Ngāi Tahu beneficiaries maintained by Te Rūnanga; or
 - (ii) whose whakapapa would entitle them to have their names entered into the roll of Ngāi Tahu beneficiaries maintained by Te Rūnanga;
- (c) deliver to such other person or group of persons (or their Representative Body) who the Administrator considers are or may be affected by the application, a copy of the application. The Administrator is to be provided with evidence of delivery;
- (d) enter into such form of agreement with Te Rūnanga, as Te Rūnanga may from time to time prescribe, whereby the Applicant:
 - (i) submits unconditionally to the procedure and provisions of clause 9 and, in particular (but without limitation) agrees to abide by and be bound by such finding as may be made by the Membership Committee and the advice which may be given to the Minister of Māori Affairs; and
 - (ii) undertakes, if so requested by Te Rūnanga, to pay or provide security for payment in respect of administrative costs incurred by Te Rūnanga and the Membership Committee in connection with the question or dispute proposed to be referred by the Applicant. Te Rūnanga shall not however require a contribution to or reimbursement of such administrative costs at a level which would preclude an Applicant from seeking investigation of, and hearing of, a

⁷⁷ Clause 9 "Questions of Membership and Takiwā" (Formerly Clause 24) was inserted by Special Resolution on 24 May 1997

legitimate question or dispute; and

- (iii) undertakes, where the Membership Committee has by means of a unanimous vote of those present and entitled to vote determined an application to be frivolous and/or vexatious and/or where special circumstances apply, to pay the costs incurred by Te Rūnanga by way of reimbursement to members of the Membership Committee for the time spent relating to the hearing of the question or dispute and such other administration and other costs relating thereto as the Membership Committee determines.⁷⁸

9.3 Membership Committee⁷⁹

- (a) Te Rūnanga may from time to time resolve to convene a committee (the “Membership Committee”) of such of the Rūnanga Representatives or Alternate Rūnanga Representatives who do not have a conflict of interest to consider after due investigations and hearings:
 - (i) whether any body representing a group of members of Ngāi Tahu Whānui should be constituted as a Papatipu Rūnanga of Ngāi Tahu Whānui, and
 - (ii) what the designated takiwā of such new Papatipu Rūnanga should be, and what changes (if any) should be made to the takiwā of existing Members;
- (b) any party to any question or dispute for hearing by the Membership Committee shall have the right to challenge any member of the Membership Committee on the basis of conflict of interest. If the member agrees that there is a conflict of interest then the member shall take no further part in the activities and deliberations of the Membership Committee. In the event of any dispute arising as to whether or not there is a conflict of interest the decision of the Membership Committee Chairperson shall be final and binding.

9.4 Refusal to Convene the Membership Committee

Te Rūnanga may, in its absolute discretion, decline to convene the Membership Committee in the event that an Applicant fails to comply with any one or more of the requirements of sub-clause 9.2.

9.5 Independent Chairperson and Assessors

- (a) at the same time as Te Rūnanga convenes the Membership Committee pursuant to sub-clause 9.3 it will by majority vote appoint as the Membership Committee Chairperson a person who has been admitted as a barrister and/or solicitor of the High Court of New Zealand and who has had not less than seven (7) years experience in practice since admission;
- (b) the Membership Committee Chairperson will appoint as many persons as he/she considers necessary to act as assessors to assist in the examination and assessment of evidence and arguments. The Membership Committee Chairperson, will act on the advice of Ngāi Tahu employees of the Whakapapa Unit of Te Rūnanga. To qualify for appointment as an assessor a person must be conversant in one or more of the following:

⁷⁸ Sub-clause 9.2(d)(iii), (formerly sub-clause 24.7(f) was inserted by Special Resolution on 24 November 1999

⁷⁹ Sub-clause 9.3 (formerly sub-clause 24.2) was amended by Special Resolution on 24 November 1999

- (i) knowledge of Tikanga Ngāi Tahu sufficient to enable that person to interpret and make informed judgments on matters relating to or governed by Tikanga Ngāi Tahu;
 - (ii) knowledge of any special subject matter which is relevant to any question or dispute before the Membership Committee;
- (c) where the Membership Committee inquires into a question or dispute which involves any issue of whakapapa, then only Ngāi Tahu members of the Whakapapa Unit of Te Rūnanga will be eligible for appointment as an assessor.

9.6 **Conflict of Interest**

- (a) no Rūnanga Representative or Alternate Rūnanga Representative is to be a member of the Membership Committee if any question or dispute proposed to be put in by an Applicant to the Membership Committee might affect the takiwā of the Papatipu Rūnanga which that person represents. He or she will not be precluded from attending, other than as a member of the Membership Committee, at all open hearings of the Membership Committee or from appearing on his or her own behalf or on behalf of his or her Papatipu Rūnanga as a party before the Membership Committee;
- (b) a Papatipu Rūnanga and its Rūnanga Representative (and Alternate Rūnanga Representative) will be deemed to have a conflict of interest only if a question or dispute before the Membership Committee may affect the takiwā of the Papatipu Rūnanga which is represented by that Rūnanga Representative and the Alternate Rūnanga Representative;
- (c) any Rūnanga Representative or Alternate Rūnanga Representative who has a conflict of interest must, prior to Te Rūnanga convening the Membership Committee, disclose that conflict of interest to the Te Rūnanga and take no part in the activities and deliberations of that Membership Committee other than as provided in sub-clause 9.6(a). In the event of any dispute arising as to whether or not there is a conflict of interest the decision of the Membership Committee Chairperson will be final and binding.

9.7 **Mediation**

- (a) Before the Membership Committee inquires into any question of membership, the Applicants and any other persons having a right of audience before the Membership Committee shall be required to make an effort to resolve such differences by way of Mediation;
- (b) The Mediation shall be commenced by the Membership Committee Chairperson referring the question or dispute to Mediation. The mediator shall be any person nominated by the Membership Committee Chairperson who is qualified to act as an assessor before the Membership Committee Chairperson in accordance with the sub-clause 9.5. The mediator will not subsequently accept appointment to act as an assessor in respect of the question or dispute if Mediation fails to resolve the issues.

9.8 **Conduct of proceedings of the Membership Committee**

- (a) the conduct of proceedings of the Membership Committee and all related procedural matters will be controlled by the Membership Committee Chairperson. The Membership Committee Chairperson will determine the time, place and manner in

which investigations will be made and hearings held and will ensure that at all times:

- (i) no hearing is held without the question or dispute having first gone to Mediation in terms of the definition of mediation in clause 1.1;
 - (ii) any investigations and hearings comply with the rules of natural justice;
 - (iii) any investigations and hearings are in conformity with the provisions of the Charter;
- (b) the Membership Committee Chairperson may commission research, which he or she considers necessary for the deliberations of the Membership Committee;
- (c) Membership Committee hearings will be open to all members of Ngāi Tahu Whānui unless, in order to protect the confidentiality of any information proposed to be presented by a party to the Membership Committee, the Membership Committee Chairperson decides otherwise;
- (d) at hearings of the Membership Committee Rūnanga Representatives or Alternate Rūnanga Representatives will act collectively in the capacity of a jury and will, at the conclusion of the hearing and the summing up by the Membership Committee Chairperson deliberate in private and seek to reach unanimous findings on the questions or disputes before them;⁸⁰
- (e) when the Membership Committee retires at the conclusion of a hearing to deliberate upon the evidence and cases put by the parties the Kaiwhakahaere may, if he/she is then sitting on the Membership Committee, act as foreman of the jury. In the event that, as a result of conflict of interest on the part of the Papatipu Rūnanga of the Kaiwhakahaere he is precluded from participation, then the Deputy Kaiwhakahaere shall take his place. Should the Deputy Kaiwhakahaere also be similarly precluded then the members of the Membership Committee will elect one of their number to act as foreman of the jury for the duration of their deliberations;
- (f) the members of the Membership Committee will throughout its hearings and when they are deliberating as the jury observe and properly comply with all procedures and conventions applicable to the conduct of juries sitting on cases being heard by Courts of Law in New Zealand. No member of the Membership Committee, being a Rūnanga Representative or Alternate Rūnanga Representative, may delegate his or her participation in the Membership Committee to his or her Alternate Rūnanga Representative or Rūnanga Representative (as the case may be) during the course of a hearing or subsequent deliberations on a question or dispute before the Membership Committee;⁸¹
- (g) at the conclusion of their deliberations as a jury, the members of the Membership Committee will vote by way of separate vote upon each of the questions or disputes before them. No question or dispute which could result in:
- (i) the establishment of a new Papatipu Rūnanga and change in the takiwā of any existing Member; or
 - (ii) a change in the takiwā of an existing Member;

⁸⁰ **Sub-clause 9.8(d)** (formerly sub-clause 24.5(d)) was amended by Special Resolution on 15 May 1999

⁸¹ **Sub-clause 9.8(f)** (formerly sub-clause 24.5(f)) was amended by Special Resolution on 15 May 1999

will be deemed to have been determined in favour of the Applicant in the absence of a unanimous finding of the members of the Membership Committee. In the absence of such a unanimous finding on any question or dispute, the Applicant's application will be deemed to have failed. In this sub-clause the word "unanimous" shall mean and shall be deemed to have always meant "unanimous" among those who are present at the vote and who actually vote but no vote shall be regarded as unanimous unless those voting constitute at least three quarters of the members who originally constituted that Membership Committee;⁸²

- (h) a finding of the Membership Committee (whether in favour of or against the Applicant) will be final and binding upon any party to an investigation or hearing before the Membership Committee. It will not be subject to review in the absence of any manifest breach of the rules of natural justice in the conduct of the procedure of the hearing or where errors of law and fact are such that no reasonable decision maker, properly weighing the evidence could have reached that decision;
- (i) after the Membership Committee has deliberated and voted it will report back to the Membership Committee Chairperson who will inform the Applicant and any other interested parties of the finding of the Membership Committee;
- (j) in the event of a unanimous finding by the Membership Committee that:
 - (i) the Representative Body of any group of Ngāi Tahu Whānui should be constituted as a Papatipu Rūnanga and that there should consequently be a change in the takiwā of any existing Papatipu Rūnanga; or
 - (ii) any change should be made to the takiwā of any existing Papatipu Rūnanga;

Te Rūnanga will forthwith through the Administrator advise the Minister of Māori Affairs that an Order in Council should be made under Section 10(1) of the Act;

9.9 Representation of Parties

An Applicant and any other person or body affected by an investigation and hearing by the Membership Committee will be entitled to be represented by legal counsel at all hearings of that Membership Committee and will in addition be entitled to present expert and other witness evidence to the Membership Committee and to make submissions on procedure, law and evidence as is appropriate.

9.10 Administration

Te Rūnanga is to ensure:

- (a) that adequate administrative and support services are provided to ensure the speedy and efficient functioning of the procedure embodied in clause 9; and
- (b) that the Administrator:
 - (i) is constituted as the person to receive and process applications for submissions to the Membership Committee;
 - (ii) maintains a dispute resolution register, incorporating dates of applications to the Membership Committee, dates of hearings, findings of the Membership Committees and advice given to the Minister of Māori Affairs consequent upon such findings;

⁸² Sub-clause 9.8(g) (formerly sub-clause 24.5(g)) was amended by Special Resolution on 15 May 1999

- (iii) manages the administrative aspects of Membership Committee procedures; and
- (iv) following the making of an Order-in-Council under Section 10(1) of the Act, notifies the Papatipu Rūnanga and such regional, local or other authorities as may have a statutory or other interest in that Order-in-Council.

10. THE TE RŪNANGA GROUP AND THE OFFICE OF TE RŪNANGA O NGĀI TAHU ⁸³

10.1 Roles of the Charitable Trust, the Office of Te Rūnanga, and the NTHC Group ⁸⁴

The roles of the Charitable Trust, the Office of Te Rūnanga, and the NTHC Group in relation to the fulfilment by Te Rūnanga of its objects under the Charter and its role as Trustee of the Charitable Trust are:

(a) The Charitable Trust ⁸⁵

The role of the Charitable Trust is:

- (i) to use prudently the assets allocated to it and to prudently administer them and its liabilities by operating profitable and efficient businesses; and
- (ii) to pursue in an efficient manner such Social and Cultural Development and Natural Environment objectives as may from time to time be approved by Te Rūnanga in its capacity as Trustee of the Charitable Trust in so far as the Social and Cultural Development and Natural Environment objectives so approved fall within the charitable objects of the Charitable Trust.

(b) The Office of Te Rūnanga ⁸⁶

The role of the Office of Te Rūnanga is:

- (i) to provide administrative and secretariat support services to Te Rūnanga; and
- (ii) to provide such services to the Te Rūnanga Group and the Charitable Trust as Te Rūnanga (acting as the Trustee of the Charitable Trust and in its own right) may consider necessary and appropriate to enhance the performance of the Te Rūnanga Group; and
- (iii) to assist Te Rūnanga to use Charitable Trust assets prudently in its role as Trustee of the Charitable Trust, by pursuing in an efficient manner such Social and Cultural Development and Natural Environment objectives as may from time to time be approved by Te Rūnanga, in so far as such Social and Cultural Development and Natural Environment objectives so approved fall within the charitable objects of the Charitable Trust; and
- (iv) to co-ordinate and align the development and implementation of plans and policies which may be adopted from time to time by the Te Rūnanga Group; and

⁸³ The heading to Clause 10 (formerly Clause 8) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

⁸³ Sub-clause 10.1 (formerly sub-clause 8.1) was amended by Special Resolutions on 24 May 1997, and on 15 May 1999 (with effect from 1 July 1999)

⁸⁴ Sub-clause 10.1 (a) (formerly sub-clause 8.1(aa)) was inserted by Special Resolution on 24 May 1997

⁸⁵ Sub-clause 10.1(b) (formerly sub-clause 8.1(a)) was amended by Special Resolution on 15 May 1999, with effect from 1 July 1999

- (v) to provide management services to the Te Rūnanga Group including the Charitable Trust by:
 - (A) relating to the Te Rūnanga Group (including NTHC Directors and the NTHC Group) the instructions and directives of Te Rūnanga;
 - (B) monitoring, on behalf of Te Rūnanga, the compliance by the Te Rūnanga Group (including NTHC Directors and the NTHC Group) with policies and the Strategic Documentation prescribed by Te Rūnanga;⁸⁷
 - (C) carrying out on behalf of Te Rūnanga, any other directives in relation to the Te Rūnanga Group and any other person organised, established or controlled by Te Rūnanga, which Te Rūnanga may lawfully give;
- (c) **NTHC:** The role of the NTHC Group is to use on behalf of the Charitable Trust the assets of the Charitable Trust allocated to it and prudently administer them and its liabilities by operating as a profitable and efficient business;⁸⁸

10.2 Methods of control⁸⁹

Te Rūnanga as Trustee of the Charitable Trust will:

- (a) **Appointment of Directors:**⁹⁰ appoint and remove the NTHC Directors and the chairperson of the NTHC board;
- (b) **Monitoring:**⁹¹ monitor through the Office of Te Rūnanga the performance, profitability and efficiency of:
 - (i) the NTHC Group against the annual NTHC Strategic Documentation and any other criteria or arrangements established for that purpose; and
 - (ii) any other persons owned or controlled by the Charitable Trust, against their respective Strategic Documentation and any other criteria or arrangements established for that purpose;
- (c) **Assets Allocation Policies:**⁹² set policies in consultation with the Office of Te Rūnanga for the initial and subsequent allocation and re-allocation of assets owned by the Charitable Trust and the Te Rūnanga Subsidiaries, including those derived from the Crown following settlement:
 - (i) of the Ngāi Tahu claim WAI 27 to the Waitangi Tribunal arising from breaches of the Treaty of Waitangi by the Crown; and
 - (ii) any other claims by Ngāi Tahu relating to the breach by the Crown of any obligations to Ngāi Tahu;

⁸⁷ **Sub-clause 10.1(b)(iv)(B)** (formerly sub-clause 8.1(a)(ii)) was amended by Special Resolution on 16 March 2002

⁸⁸ **Sub-clause 10.1(b)(iv)(C)** (formerly sub-clause 8.1(a)(iv)) was amended by Special resolution on 15 May 1999 with effect from 1 July 1999

⁸⁹ **Sub-clause 10.2** (formerly sub-clause 8.2) was amended by Special Resolution on 24 May 1997

⁹⁰ **Sub-clause 10.2(a)**(formerly sub-clause 8.2(a)) was amended by Special Resolution on 15 May 1999, with effect from 1 July 1999

⁹¹ **Sub-clause 10.2(b)**(formerly sub-clause 8.2(c)) was amended by Special Resolution on 15 May 1999, with effect from 1 July 1999

⁹² **Sub-clause 10.2(c)**(formerly sub-clause 8.2(d)) was amended by Special Resolution on 15 May 1999, with effect from 1 July 1999

- (d) **Quarterly Reports:**⁹³ ensure that NTHC and such of the Te Rūnanga Subsidiaries that Te Rūnanga nominates, within two (2) calendar months after the completion of the first and third quarters of each Financial Year send to Te Rūnanga reports of its financial position, together with an unaudited summary of financial results as at the end of those periods, in such form as Te Rūnanga may from time to time prescribe;
- (e) **Other Functions as Trustee of the Charitable Trust:**⁹⁴ ensure that the Office of Te Rūnanga and the Charitable Trust Subsidiaries carry out such other functions as Te Rūnanga may consider necessary or appropriate to the attainment of the charitable objects of the Charitable Trust.

10.3 Te Rūnanga

In its own capacity will:

- (a) appoint and remove the Directors and the chairperson of the boards of the Te Rūnanga Subsidiaries;
- (b) monitor the performance, profitability and efficiency of any persons owned or controlled by it, including but not limited to the Te Rūnanga Subsidiaries, against their respective Strategic Documentation and any other criteria or arrangements established for that purpose;⁹⁵
- (c) set policies for the initial and subsequent allocation and re-allocation of assets owned by Te Rūnanga in its own capacity;⁹⁶
- (d) ensure that any persons owned or controlled by Te Rūnanga in its own capacity, shall send to Te Rūnanga in such form and such frequency as Te Rūnanga prescribes reports of their respective financial positions together with an un-audited summary of financial results as at the end of those periods; and
- (e) ensure that any persons owned or controlled by Te Rūnanga in its own capacity, shall carry out such other functions, as Te Rūnanga may consider necessary or appropriate.

10.4 Annual Strategic Documentation⁹⁷

As the Trustee of the Charitable Trust and in its own capacity, Te Rūnanga will through the Office of Te Rūnanga, no later than two (2) calendar months (or such other period as it may from time to time select) before the start of each Financial Year settle, in consultation with the NTHC Directors and the Te Rūnanga Subsidiary Directors, Strategic Documentation for the NTHC Group and the Te Rūnanga Subsidiaries for the following Financial Year and the two (2) consecutive following Financial Years (or for such other period from time to time fixed by Te Rūnanga).

10.5 Assets Aggregation

Te Rūnanga, the NTHC Directors, the NTHC Group and the Te Rūnanga Subsidiary Directors shall have regard to the following policies:

⁹³ **Sub-clause 10.2(d)**(formerly sub-clause 8.2(e)) was amended by Special Resolution on 15 May 1999, with effect from 1 July 1999

⁹⁴ **Sub-clause 10.2(e)** (formerly sub-clause 8.2(f)) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

⁹⁵ **Sub-clause 10.3(a)** (formerly sub-clause 8.2(g)) was amended by Special Resolution on 16 March 2002

⁹⁶ **Sub-clause 10.3(b)** (formerly sub-clause 8.2(h)) was amended by Special Resolution on 16 March 2002

⁹⁷ **Sub-clause 10.4** (formerly sub-clause 8.3) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999 and amended by Special Resolution on 16 March 2002

- (a) **Te Rūnanga o Ngāi Tahu Investments Charter:**⁹⁸ the purpose of the policy is provide a best practice policy framework that will govern the management of the investment assets of the Te Rūnanga Group.⁹⁹
- (b) **Prudential Policies:** in addition to the policy referred to in sub-clause 10.5(a) shall have regard to any policies, which Te Rūnanga may from time to time adopt in respect of:
 - (i) a ratio of debt to equity which is fixed on the basis of prudent commercial practice for a business of a comparable nature;¹⁰⁰
 - (ii) the maintenance of cash flow adequate to meet the anticipated requirements of the Charitable Trust, and the Office of Te Rūnanga;
 - (iii) the giving of security over assets;
 - (iv) the employment of independent consultants to advise on the utilisation of funds available for investment; and
 - (v) any other matter which Te Rūnanga may consider appropriate.
- (c) **Asset Acquisition and Disposal:**¹⁰¹ without the approval of Te Rūnanga, no asset may be acquired for any member of the Te Rūnanga Group nor shall any asset owned by any member of the Te Rūnanga Group be disposed of except where the acquisition or disposal is authorised by Te Rūnanga as set out in the Te Rūnanga o Ngāi Tahu Investments Charter provided that the Te Rūnanga o Ngāi Tahu Investments Charter will not authorise NTHC to make any acquisition or disposal the value of which is more than half the value of NTHC's total equity as set out in the most recent NTHC Accounts.

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10.6 Annual Te Rūnanga Strategic Documentation

As the Trustee of the Charitable Trust, and in its own capacity, Te Rūnanga will produce annual strategic planning documentation.

10.7 Paid Employees may be Directors¹⁰³

An employee may be appointed and hold office as a director of any entity within the Te Rūnanga Group except that:

- (a) no employee may be appointed or hold office as a director of the entity within the Te Rūnanga Group by whom he or she is directly employed;
- (b) no employee of any entity within the NTHC Group may be appointed or hold office as a director of NTHC; and
- (c) there shall be no more than two (2) employees at any one time holding office as a director of any one entity within the Te Rūnanga Group.

For the purposes of this sub-clause 10.7 "employee" means an employee, who is paid and subject to the Employment Relations Act 2000, of any entity within the Te Rūnanga Group.

⁹⁸ **Sub-clause 10.5(a)** was amended by Special Resolution on 17 April 2020

⁹⁹ Added by Special Resolution dated 25 November 2011

¹⁰⁰ **Sub-clause 10.5(b)(i)**(formerly sub-clause 8.3(b)(ii)) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

¹⁰¹ **Sub-clause 10.5(c)**(formerly sub-clause 8.3(c)) was inserted by Special Resolution on 22 November 2000 and amended by Special Resolution on 20 November 2014 and on 17 April 2020

¹⁰² **Sub-clause 10.5(d)** was deleted by Special Resolution on 20 November 2014

¹⁰³ **Sub-clause 10.7** (formerly sub-clause 8.5) was inserted by Special Resolution on 24 November 1999

10.8 Rūnanga Representatives or Alternate Rūnanga Representative not to be employed ¹⁰⁴

A Rūnanga Representative or Alternate Rūnanga Representative shall not be employed by any entity within the Te Rūnanga Group.

11. PARAMOUNTCY OF DUTIES AS TRUSTEE OF CHARITABLE TRUST ¹⁰⁵

Te Rūnanga in carrying out its duties as the Trustee of the Charitable Trust will in the conduct of its business and administration of assets at all times comply with the provisions of the Trustee Act 1956, the Charitable Trusts Act 1957 and the terms of the Charitable Trust. Notwithstanding anything contained or implied in this Charter, Te Rūnanga when carrying out such duties shall not be bound by any instructions, directives, policies or Strategic Documentation which would result in it being in breach of any of the provisions of the Trustee Act 1956, the Charitable Trusts Act 1957 or of the Charitable Trust.

12. COPIES OF REPORTS

12.1 Report to Papatipu Rūnanga ¹⁰⁶

Te Rūnanga will no later than two (2) calendar months (or such other period as it may from time to time select) following receipt of the Annual Accounts send the Annual Report to the Papatipu Rūnanga.

12.2 Half-yearly Report ¹⁰⁷

Te Rūnanga will within two (2) calendar months (or such other period as it may from time to time select) after the mid-point of each Financial Year send to the Papatipu Rūnanga a report of its financial position, together with an unaudited summary of the financial results of the Te Rūnanga Subsidiaries, the Charitable Trust, and the NTHC Group in such form as Te Rūnanga may determine.

12.3 Annual Report ¹⁰⁸

Te Rūnanga will make available to all Adult members of Ngāi Tahu Whānui whose name and address is recorded in the Beneficiaries Register, copies of the Annual Report as follows:

- (a) by making it available on its website or through other electronic means; and
- (b) making copies of it available for viewing at the Head Office of Te Rūnanga o Ngāi Tahu and the office of each Papatipu Rūnanga; and
- (c) Where requested, sending a copy to Adult members of Ngāi Tahu Whānui who request it either in hardcopy form or electronic media.

12.4 Annual Accounts

Te Rūnanga will make available to all Adult members of Ngāi Tahu Whānui who request them, the Annual Accounts either in hardcopy form or on electronic media.

¹⁰⁴ **Sub-clause 10.8** (formerly sub-clause 8.6) was inserted by Special Resolution on 24 November 1999

¹⁰⁵ **Clause 11** (formerly Clause 8.A) was inserted by Special Resolution on 24 May 1997 and amended on 16 March 2002

¹⁰⁶ **Sub-clause 12.1** (formerly sub-clause 9.1) was amended by Special Resolution on 24 May 1997 and on 15 May 1999 with effect from 1 July 1999

¹⁰⁷ **Sub-clause 12.2** (formerly sub-clause 9.2) was amended by Special Resolution on 24 May 1997 and on 15 May 1999 with effect from 1 July 1999

¹⁰⁸ **Sub clause 12.3** was amended by Special Resolution on 19 September 2009

12.5 Disclosure of sensitive information

Notwithstanding the provisions of clause 12, Te Rūnanga may at its discretion limit the disclosure to the Papatipu Rūnanga and members of Ngāi Tahu Whānui of any information which it considers on reasonable grounds is of a commercially or otherwise sensitive nature or the release of which would be detrimental to the interests of Ngāi Tahu Whānui as a whole.

13. MEETINGS OF TE RŪNANGA O NGĀI TAHU

13.1 Annual General Meeting

- (a) Te Rūnanga will in each calendar year in addition to any other Meetings held in that year hold a Meeting as its Annual General Meeting. The notice convening that Meeting will specify it as the Annual General Meeting. No more than 15 months is to elapse between Annual General Meetings unless an extension of that period has first been approved by Te Rūnanga;
- (b) the purpose of the Annual General Meeting will be;
 - (i) to receive the Annual Accounts for the preceding Financial Year;
 - (ii) to appoint the Auditors;
 - (iii) to consider such other matters as Te Rūnanga may deem appropriate;
 - (iv) in the open forum of a Hui-a-iwi of Ngāi Tahu Whānui:
 - (A) to review the Annual Report with the members of Ngāi Tahu Whānui; and
 - (B) to constitute the forum in which the members of Ngāi Tahu Whānui may raise and debate such other issues as those members may wish.

13.2 Regular Meetings¹⁰⁹

In addition to the Annual General Meeting, the Members represented by their respective Rūnanga Representative or Alternate Rūnanga Representative¹¹⁰ may in the course of any Meeting of Te Rūnanga, agree to convene one or more Meetings on a date or dates which they in their discretion fix. Meetings convened following such decisions by Te Rūnanga will be Regular Meetings and Te Rūnanga will specify an Annual General Meeting as such in the notice calling it. Notice of a Regular Meeting must be given to the Members, their Rūnanga Representatives and Alternate Rūnanga Representatives either:

- (a) in the case of a Meeting at which it is proposed that a Special Resolution be put, 28 clear days before that Meeting unless consent to a shorter period of notice is given pursuant to sub-clause 15.8; or
- (b) in the case of a Meeting at which it is proposed that an Ordinary Resolution or Majority Resolution be put, 14 days before the Meeting, unless consent to a shorter period of notice is given pursuant to sub-clause 15.8.¹¹¹

¹⁰⁹ Sub-clause 13.2 (formerly sub-clause 10.2) was amended by Special Resolution on 25 November 1998

¹¹⁰ Added by Special Resolution dated 25 November 2011

¹¹¹ Sub-clause 13.2(b) was amended by Special Resolution on 23 November 2018

13.3 Requisitioned Meetings

Any Meeting of Te Rūnanga which is requisitioned by the Kaiwhakahaere, the Deputy Kaiwhakahaere or a group of Members under clause 14 will be a Requisitioned Meeting and Te Rūnanga will specify that Meeting as such in the notice calling it.

13.4 Time and place of Meetings

All Annual General Meetings, Regular Meetings and Requisitioned Meetings will, subject to the provisions of the Charter, be held at such time and place as Te Rūnanga appoints.

14. REQUISITION OF MEETINGS

14.1 Power to call

Te Rūnanga will on the requisition of any of the following:

- (a) the Kaiwhakahaere;
- (b) the Deputy Kaiwhakahaere (if at the relevant time the Kaiwhakahaere is indisposed or not in New Zealand); or
- (c) not less than six (6) Members

forthwith proceed to convene a Meeting in accordance with the requisition.

14.2 Requisition to state objects

The requisition must state the objects for which the Meeting is to be convened, and must be signed, as the case may be, by any of the following:

- (a) the Kaiwhakahaere;
- (b) the Deputy Kaiwhakahaere;
- (c) each of the Rūnanga Representatives (or Alternate Rūnanga Representative) of the requisitioning Members; or
- (d) some other person duly authorised for the purpose to sign on behalf of a Member, in which case it must be accompanied by a statutory declaration sworn by a duly authorised officer of the Member concerned. In the case of a Members' requisition it may consist of several documents in the same form, each executed on behalf of one or more requisitionists.

The requisition will be deemed effectively given if delivered to each of the Members in accordance with the provisions of sub-clause 15.7.

14.3 Requisitionists may convene Meeting¹¹²

If Te Rūnanga does not, within 14 days' from the date on which the requisition is deemed effectively to have been given to Te Rūnanga, give notice to convene a Requisitioned Meeting the requisitionists may themselves convene a Meeting by giving notice of the Meeting in accordance with the Charter. However, any Meeting convened by the requisitionists shall not be held until after the expiry of 60 days from the date that Te Rūnanga is deemed to have received the requisition.

¹¹² Sub-clause 14.3 was amended by Special Resolution on 19 July 2003

14.4 Convening of Meeting

A Meeting convened under clause 14 shall be convened in the same manner as those Meetings convened by Te Rūnanga. The requisite period of notice for any resolutions proposed shall be given.

14.5 Expenses to be reimbursed

Any reasonable expenses incurred by the requisitionists as a result of the failure of the Te Rūnanga to convene a properly requisitioned Meeting are to be reimbursed by Te Rūnanga.

15. RESOLUTIONS AND LENGTH OF NOTICE OF MEETINGS

15.1 Special Resolutions

Any resolution which proposes a change to the Charter must, to be effective, be put and passed at a Meeting as a Special Resolution.

15.2 Members' protection ¹¹³

No resolution, whether purporting to be passed as a Special Resolution or in any other form, is to be of any effect if it is designed to vary or would have the effect of varying any of the provisions of sub-clauses 6.1 to 6.4 inclusive.

15.3 Ordinary Resolutions and Majority Resolutions ^{114 115}

Any resolution of Te Rūnanga, other than a resolution validly proposing a change to the Charter or a resolution under 6.16 ¹¹⁶, is to be put as an Ordinary Resolution or a Majority Resolution.

15.4 Notice of Special Resolutions ¹¹⁷

Not less than 28 Clear Days' notice in writing is to be given to the Members, their Rūnanga Representatives and Alternate Rūnanga Representatives of any resolution proposed to be put at a Meeting as a Special Resolution, unless all Members, represented by their respective Rūnanga Representatives or their Alternate Rūnanga Representatives, agree in writing to a shorter period of notice prior to that Meeting proceeding to business.

15.5 Notice of Ordinary Resolutions and Majority Resolutions ^{118 119}

Notice of a resolution which is proposed to be put at a Meeting as an Ordinary Resolution or a Majority Resolution is to be given:

- (a) by not less than 14 Clear Days' notice in writing to the Members, their Rūnanga Representatives and their Alternate Rūnanga Representatives; or
- (b) in accordance with Standing Orders.

¹¹³ **Sub-clause 15.2** (formerly sub-clause 12.2) was amended by Special Resolution on 24 May 1997

¹¹⁴ **Sub-clause 15.3** (formerly sub-clause 12.3) was amended by Special Resolution on 24 November 1998

¹¹⁵ **Sub-clause 15.3** was amended by Special Resolution on 23 November 2018

¹¹⁶ Added by Special Resolution dated 25 November 2011

¹¹⁷ **Sub-clause 15.4** (formerly sub-clause 12.4) was amended by Special Resolution on 25 November 1998 and on 19 July 2003

¹¹⁸ **Sub-clause 15.5** (formerly sub-clause 12.5) was amended by Special Resolution on 25 November 1998 and on 19 July 2003

¹¹⁹ **Sub-clause 15.5** was amended by Special Resolution on 23 November 2018

15.6 Delivery of notices ¹²⁰

Each notice of a Meeting of Te Rūnanga or other communication required to be given under the Charter is to be in writing, to be made by facsimile, other electronic means, personal delivery or by post to the addressee at the facsimile number, address, or email address ¹²¹ from time to time notified for the purpose to Te Rūnanga Head Office and recorded in the Register, and is to be marked for the attention of the person or office holder to whom it is directed.

15.7 Notice effective

No notice or other communication will be effective until received. It will, however, be deemed to have been received by the addressee:

- (a) in the case of a notice by facsimile, email or other electronic means ¹²², on the Business Day on which it is transmitted or, if transmitted after 5:00 p.m. on a Business Day or dispatched on a non Business Day, on the next Business Day after the date of dispatch;
- (b) in the case of personal delivery, when delivered; and
- (c) in the case of a letter, on the second Business Day after posting by Fast Post. ¹²³

Effective service of a notice on a Member will, notwithstanding that the Member's Rūnanga Representative or Alternate Rūnanga Representative has not received a copy of that notice, constitute effective service of that notice for the purpose of clause 15.

15.8 Short Notice ¹²⁴

Any Meeting of Te Rūnanga:

- (a) of which less than 14 Clear Days' notice in writing has been given, and at which it is proposed to put one or more Ordinary Resolutions and/or one or more Majority Resolutions will be deemed to have been properly convened if, before the Meeting proceeds to business, a majority in number of the Members represented by their respective Rūnanga Representatives or Alternate Rūnanga Representatives agree that the Meeting is, notwithstanding the shorter period of notice, deemed to be properly convened; ¹²⁵
- (b) of which less than 28 Clear Days' notice in writing has been given and at which it is proposed to put one or more Special Resolutions, will be deemed to have been properly convened if before the Meeting proceeds to business, all of the Members represented by their respective Rūnanga Representatives or Alternate Rūnanga Representative ¹²⁶ agree in writing that the Meeting is, notwithstanding the shorter period of notice, deemed to be properly convened.

¹²⁰ **Sub-clause 15.6** (formerly sub-clause 12.6) was amended by Special Resolution on 25 November 1998

¹²¹ Added by Special Resolution dated 25 November 2011

¹²² Added by Special Resolution dated 25 November 2011

¹²³ **Sub-clause 15.7(c)** was amended by Special Resolution on 19 July 2003

¹²⁴ **Sub-clause 15.8** (formerly sub-clause 12.8) was amended by Special Resolution on 25 November 1998 and on 19 July 2003

¹²⁵ **Sub-clause 15.8(a)** was amended by Special Resolution on 23 November 2018

¹²⁶ Added by Special Resolution dated 25 November 2011

16. PROCEEDINGS AT MEETINGS

16.1 Quorum required

No business is to be transacted at any Meeting of Te Rūnanga unless the required quorum of the Members represented by their respective Rūnanga Representatives or Alternate Rūnanga Representative¹²⁷ is present at the time when the Meeting proceeds to business.

16.2 Quorum for Special Resolutions

The quorum for a Meeting at which one or more Special Resolutions is to be proposed is 14 of the Members represented by their respective Rūnanga Representatives, Alternate Rūnanga Representatives or by proxy. If a quorum is not present the Meeting is to stand adjourned for one (1) hour and reconvene and if a quorum is still not present the Meeting will be¹²⁸ abandoned.

16.3 Quorum for Ordinary Resolutions or Majority Resolutions¹²⁹

Subject to sub-clause 16.4, the quorum for a Meeting at which the only resolutions to be proposed are Ordinary Resolutions and/or Majority Resolutions is 12 Members represented by their respective Rūnanga Representatives, Alternate Rūnanga Representatives or by proxy.

16.4 Meeting adjourned¹³⁰

If within one (1) hour of the time appointed for a Meeting at which the only resolutions to be proposed are Ordinary Resolutions or Majority Resolutions, a quorum is not present, the Meeting is to stand adjourned until the tenth Business Day following that adjournment. On that later Business Day the Meeting will be held at the same time and in the same place as the adjourned Meeting. If a quorum is not present within one (1) hour from the time appointed for that adjourned Meeting, the Members represented by their Rūnanga Representatives, Alternate Rūnanga Representatives or by proxy will constitute a quorum.

16.5 Conduct of Meetings

Subject to sub-clause 16.6, the Kaiwhakahaere or, in his/her absence, the Deputy Kaiwhakahaere will preside over and have control of every Meeting.

16.6 Chairperson absent

If there is no Kaiwhakahaere or Deputy Kaiwhakahaere present at the time appointed for holding a Meeting, or if either of those persons is unwilling to act in his or her respective capacity, the Rūnanga Representatives and any Alternative Rūnanga Representatives sitting in the Meeting will choose any of their number to act as Chairperson for that Meeting.

16.7 Voting at Meetings¹³¹

At any Meeting (other than a Meeting held in accordance with clause 17) a resolution put to the vote of the Meeting will be decided by the Kaiwhakahaere (or any person fulfilling that role at the Meeting) in the manner specified in the Standing Orders by counting the votes cast including those cast by proxy and by an appointee appointed pursuant to Clause 18A.

¹²⁷ Added by Special Resolution dated 25 November 2011

¹²⁸ Added by Special Resolution dated 25 November 2011

¹²⁹ Clause 16.3 was amended by Special Resolution on 23 November 2018

¹³⁰ Clause 16.4 was amended by Special Resolution on 23 November 2018

¹³¹ Sub-clause 16.7 (formerly sub-clause 13.7) was amended by Special Resolutions on 25 November 1988 and 22 November 2000 and 16 March 2002

The declaration by the Kaiwhakahaere (or any person fulfilling that role at the Meeting) that a resolution has been carried by the requisite majority, or lost, and an entry to that effect specifying the numbers of votes cast for and against (and abstentions) in the book containing the minutes of the proceedings of Te Rūnanga will be conclusive evidence of the passing of that resolution.

16.8 **Those entitled to vote**¹³²

The only persons entitled to vote at a Meeting are Members, each of which may cast its vote through its Rūnanga Representative, Alternate Rūnanga Representative, or by proxy or appointee appointed pursuant to clause 18 or 18A.

16.9 **Votes**¹³³

Each Member, whether voting through its Rūnanga Representative, Alternate Rūnanga Representatives or by proxy or an appointee appointed pursuant to clause 18 or 18A, is entitled to cast only one (1) vote on any resolution put to a Meeting. Neither the Kaiwhakahaere, the Deputy Kaiwhakahaere (nor any person fulfilling that role at the Meeting) is to have a second or casting vote at a Meeting unless he or she has been appointed to act as proxy, or as an appointee pursuant to clause 18 or 18A at that Meeting for one or more Members.

16.10 **Rūnanga Representative's or Alternate Rūnanga Representative vote to count**¹³⁴

If a Member has delivered a valid proxy form to Head Office in respect of a resolution to be put to a Meeting, that appointment of a proxy will be deemed to be of no effect if the Members Rūnanga Representative, or Alternate Rūnanga Representative attends that Meeting. The Rūnanga Representative, or Alternate Rūnanga Representatives or an appointee appointed pursuant to Clause 18A will in those circumstances be the only person entitled to vote on behalf of that Member.

16.11 **Notice of Annual General Meeting to Ngāi Tahu Whānui**¹³⁵

Te Rūnanga will provide not less than 21 days' notice of each Annual General Meeting of Te Rūnanga by advertising the relevant information:

- (a) on its website; and
- (b) in any relevant Te Rūnanga publications preceding the Annual General Meeting (including the Annual Report) which Te Rūnanga considers appropriate; and
- (c) in any other way it considers appropriate

The failure for whatever reason to provide notice to an individual Adult member of Ngāi Tahu Whānui will not affect or invalidate the convening or conduct of an Annual General Meeting.

16.12 **In Committee**

The Chairperson may direct, following a resolution by Te Rūnanga, that the Meeting will move In Committee. At the beginning of an In Committee session of a Meeting the Chairperson will ensure that the Meeting room is cleared of all those who are not Rūnanga Representatives, Alternate Rūnanga Representative, the Chief Executive Officer and the Secretary and those other people as decided by the Meeting, who may remain in the Meeting room. The Chief

¹³² **Sub-clause 16.8** (formerly sub-clause 13.8) was amended by Special Resolution on 25 November 1988

¹³³ **Sub-clause 16.9** (formerly sub-clause 13.9) was amended by Special Resolution on 25 November 1998

¹³⁴ **Sub-clause 16.10** (formerly sub-clause 13.10) was amended by Special Resolution on 25 November 1998

¹³⁵ **Sub-clause 16.11** was amended by Special Resolution on 19 September 2009

Executive Officer and/or the Secretary shall vacate the Meeting when specifically requested to do so by the Chairperson.

16.13 **General attendance**

Any person who is a member of Ngāi Tahu Whānui may attend Meetings of Te Rūnanga provided that that person:

- (a) may not speak except during the period fixed for general debate at the Annual General Meeting or at any other Meeting during which Te Rūnanga resolves to permit general debate; and
- (b) will forthwith vacate any Meeting at which the Chairperson at his/her absolute discretion so directs.

16.14 **Standing Orders** ¹³⁶

- (a) Te Rūnanga may from time to time, by Ordinary Resolution adopt, amend or rescind the “Standing Orders”;
- (b) subject to sub-clause 16.14(c), Standing Orders may include, without limitation, regulations relating to:
 - (i) the preparation and circulation of agenda and Meeting papers and information for consideration at Meetings;
 - (ii) the tabling of and proposing of Ordinary Resolutions, Majority Resolutions or Special Resolutions at Meetings, specific notice of which has not been incorporated in any relevant notice of Meeting;¹³⁷
 - (iii) the timetabling and order of business at Meetings and the formulation of agenda;
 - (iv) rules of debate and the behaviour of Rūnanga Representatives and Alternate Representatives at Meetings;
 - (v) the conduct of Meetings;
- (c) no regulation may be incorporated in Standing Orders which is inconsistent with the Act or Charter;
- (d) those regulations which are from time to time incorporated in the Standing Orders will be binding upon Rūnanga Representatives and Alternate Representatives and enforceable in accordance with the provisions of the Charter as if they had been embodied in the Charter.

16.15 **Code of Conduct for Rūnanga Representatives and Alternate Representatives**

Te Rūnanga may, from time to time, by Ordinary Resolution, adopt, amend or rescind a Code of Conduct for Rūnanga Representatives and Alternate Rūnanga Representatives which may include, without limitation, regulations relating to the expected standards of behaviour of Rūnanga Representatives and Alternate Rūnanga Representative (in addition to any behaviour prescribed by Standing Orders or elsewhere in the Charter or the Act) and any sanctions or punishments for breaches of the expected standards of behaviour and how such sanctions may be implemented.¹³⁸

¹³⁶ **Sub-clause 16.14** (formerly sub-clause 13.13) was amended by Special Resolutions on 25 November 1988

¹³⁷ **Sub-clause 16.14(b)(ii)** was amended by Special Resolution on 23 November 2018

¹³⁸ **Clause 16.15 “Code of Conduct for Rūnanga Representatives** was added by Special Resolution dated 25 November 2011

17. AUDIO OR AUDIO AND VISUAL COMMUNICATION¹³⁹

17.1 Audio or audio and visual link up

The contemporaneous linking together by telephone or other means of audio or audio and visual communication of a number of Rūnanga Representatives, Alternate Rūnanga Representatives or their proxies representing not less than a quorum, whether or not any one or more of them is out of New Zealand, will be deemed to constitute a Meeting of Te Rūnanga provided that:

- (a) all Members, their Rūnanga Representatives or Alternate Rūnanga Representative will be entitled to notice of such Meeting and the Rūnanga Representatives and the Alternate Rūnanga Representatives will be entitled to be linked by telephone or such other means of audio or audio and visual communication for the purposes of such Meeting; and
- (b) each of the Rūnanga Representatives or the Alternate Rūnanga Representatives taking part in such a Meeting must be able to hear each of the other representatives taking part at the commencement of the Meeting; and
- (c) at the commencement of such Meeting each Rūnanga Representative or Alternate Rūnanga Representatives must acknowledge his or her presence toward the other Rūnanga Representatives or Alternate Rūnanga Representatives taking part in such Meeting; and
- (d) this method of Meeting shall not be used for any Annual General Meeting or Special Resolutions to alter the Charter;¹⁴⁰ and
- (e) the provisions of clause 18A shall not apply to such Meeting; and
- (f) a resolution put to the vote of the Meeting will be decided by the Kaiwhakahaere (or any person fulfilling that role at the Meeting) by counting the votes cast as set out in clause 16.7 except where there is no visual communication then the votes will be counted by voices including those cast by proxy. The declaration of the Kaiwhakahaere that a resolution has been carried by the requisite majority, or is lost, and an entry to that effect specifying the numbers of votes cast for and against (and abstentions) in the book containing the minutes of proceedings of Te Rūnanga will be conclusive evidence of the passing of that resolution.

17.2 Leaving of Meeting

A Rūnanga Representative or Alternate Rūnanga Representative may not leave such Meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the Chairperson. Each Rūnanga Representative or Alternate Rūnanga Representative will be conclusively presumed to have been present and to have formed part of the quorum at all times during the Meeting unless he or she has previously obtained the express consent of the Chairperson of the Meeting to leave the Meeting or has been disconnected and failed to reconnect with the Meeting.

¹³⁹ **Clause 17** (formerly Clause 13A) was inserted by Special Resolution on 22 November 2000

¹⁴⁰ **Clause 17.1(d)** was amended by Special Resolution on 20 November 2014

17.3 Minutes of Meeting

A minute of the proceedings at such Meeting will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson.

18. APPOINTMENT OF PROXY PRIOR TO MEETING

18.1 Appointment

A person may be appointed to act as proxy for a Member at a Meeting, if neither the Rūnanga Representative nor the Alternate Rūnanga Representative is available for the Meeting.

The appointment of the proxy may be made in writing by:

- (a) the Rūnanga Representative the Alternate Rūnanga Representative; or
- (b) a duly authorised officer of the Member which has appointed that Rūnanga Representative and the Alternate Rūnanga Representative;

In the case of a form of proxy which is not executed by the duly Rūnanga Representative or the Alternate Rūnanga Representative it must be executed either by the Upoko, chairman or secretary of the Member.

18.2 Form of proxy

An instrument appointing a proxy may be in the following form, or in any other form which Te Rūnanga may from time to time approve:

I [Rūnanga Representative]; being the duly authorised Rūnanga Representative/Office held of [Papatipu Rūnanga] hereby appoint [] of [] or failing him/her [] of [] as proxy to vote on behalf of [Papatipu Rūnanga] at the Meeting of Te Rūnanga o Ngāi Tahu to be held on the day of 20 and at any adjournment thereof.

I by virtue of the authority vested in me by [Papatipu Rūnanga] direct our proxy to vote in favour of/against the resolutions).

Unless otherwise instructed our proxy may vote as he/she thinks fit or abstain from voting.

Signed this day of 20

Signature:

Office held:

18.3 Delivery of proxy instrument

To be effective, the instrument appointing a proxy must be:

- (a) received by the Secretary to the Head Office no later than two (2) full Business Days before the date for which the Meeting for which the proxy is given has been convened; or
- (b) received by the Secretary to the place at which the Meeting for which the proxy is given is to take place, no later than a half hour before the time at which it is to commence.

18A. APPOINTMENT OF PROXY AT MEETING ^{141, 142}

18A.1 Alternate Rūnanga Representative ¹⁴³

Should any Rūnanga Representative leave the Meeting before it finishes then the Alternate Rūnanga Representative will, if present, take his/her place for the duration of his or her absence, and advise the Kaiwhakahaere accordingly.

18A.2 Appointment ¹⁴⁴

Any Rūnanga Representative or Alternate Rūnanga Representative present at a Meeting (representing a Member), who for any reason leaves the Meeting before it finishes, either for a specified time or without intending to return to the Meeting may, subject to sub-clause 18A.1 appoint the Kaiwhakahaere or any Rūnanga Representative present at the Meeting to speak and vote on behalf of the Member in substitution for the Rūnanga Representative or Alternate Rūnanga Representative who leaves the Meeting on any resolution put to the vote after he or she leaves the Meeting while he or she is absent from the Meeting.

18A.3 Direction as to voting

When making an appointment under sub-clause 18A.2 a Rūnanga Representative (or Alternate Rūnanga Representative) may direct the proxy to vote in favour of or against a resolution which at the time of the appointment has still not been put to the Meeting but unless such direction is given the proxy may vote as he/she thinks fit or abstain from voting.

18A.4 Appointment to be recorded in minutes

Any appointment made pursuant to sub-clause 18A.2 any direction given on such appointment pursuant to sub-clause 18A.3 shall be recorded in the minutes of the Meeting before the Rūnanga Representative (or Alternate Rūnanga Representative) making the appointment leaves the Meeting.

18A.5 Return to the Meeting

If a Rūnanga Representative (or Alternate Rūnanga Representative) has made an appointment under sub-clause 18A.2 but returns to the Meeting before it has finished, that appointment will be deemed to be of no effect from the time he or she returns to the Meeting and such Rūnanga Representative (or Alternate Rūnanga Representative) will be the only person entitled as from the time he or she returns to vote on behalf of the Member he or she represents.

19. COMMITTEES OF TE RŪNANGA ¹⁴⁵

19.1 Appointment of Committees ¹⁴⁶

Te Rūnanga may appoint a Committee and delegate to any such Committee any executive, administrative or other functions which may properly be conducted by Te Rūnanga. Committee Members will (subject to the provisions of this clause 19) hold office until the earlier of the expiration of three (3) years from the date of their appointment or the date on which the Committee has completed the task assigned to it.

¹⁴¹ **Clause 18A** (formerly Clause 14A) was inserted by Special Resolution on 25 November 1998

¹⁴² **Sub-Clause 18A.1**(formerly sub-clause 14A.1) was deleted by Special Resolution on 24 November 1999

¹⁴³ **Sub-clause 18A.1** (new) was inserted by Special Resolution on 19 July 2003

¹⁴⁴ **Sub-clause 18A.2** (formerly sub-clause 14A.1) was inserted by Special Resolution on 24 November 1999 and on 22 November 2000

¹⁴⁵ **Deleted Sub-clause 19.1** (formerly sub-clause 15.1) was deleted by Special Resolution on 24 November 1999

¹⁴⁶ **New Sub-clause 19.1** (formerly sub-clause 15.1) was inserted by Special Resolution on 24 November 1999

19.2 **Removal from a Committee** ¹⁴⁷

Any Committee Member may be removed from that office by Ordinary Resolution of Te Rūnanga.

19.3 **Vacancies** ¹⁴⁸

Where for any reason a vacancy occurs during the term of any Committee then Te Rūnanga may appoint further Rūnanga Representatives or Alternate Rūnanga Representatives or other persons at any time and from time to time to fill vacancies on a Committee.

19.4 **Proceedings of Committee**

A Committee may meet and adjourn and, subject to the Charter, conduct its proceedings as it thinks proper. It will appoint one of its number as chairperson and at its discretion terminate any such appointment. Questions arising at any meeting of a Committee are to be determined by a majority of the votes of the Committee Members present. The chairperson of a Committee is, in the case of an equality of votes, not to have a second or casting vote. Proceedings of a Committee shall be In Committee unless the terms of reference of the Committee or the Committee itself decides otherwise.¹⁴⁹

19.5 **Audio or Audio and Visual Communication**

- (a) the contemporaneous linking together by telephone or other means of audio or audio and visual communication of a number of Committee Members representing not less than a quorum, whether or not any one or more of them is out of New Zealand, will be deemed to constitute a meeting of that Committee provided that:
 - (i) all the Committee Members will be entitled to notice of such meeting and to be linked by telephone or such other means of communication for the purposes of such meeting. Notice of any such meeting may be given by telephone or other means of communication;
 - (ii) each of the Committee Members taking part in such a meeting must be able to hear each of the other members taking part at the commencement of the meeting; and
 - (iii) at the commencement of such meeting each Committee Member must acknowledge his or her presence to all the other Committee Members taking part in such meeting.
- (b) a Committee Member may not leave such meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the chairperson of the meeting and a Committee Member will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the chairperson of the meeting to leave the meeting or has been disconnected and failed to reconnect with the meeting.
- (c) minutes of the proceedings at such meeting will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as correct minutes by the chairperson of the meeting.

¹⁴⁷ **Sub-clause 19.2** (formerly sub-clause 15.2) was amended by Special Resolution on 24 November 1999

¹⁴⁸ **Sub-clause 19.3** (formerly sub-clause 15.4) was amended by Special Resolution on 24 November 1999

¹⁴⁹ Added by Special Resolution dated 25 November 2011

19.6 **Quorum** ¹⁵⁰

The quorum for meetings of a Committee is a majority of the Committee Members. No business is to be conducted by the Committee in the absence of a quorum.

19.7 **Chief Executive Officer** ¹⁵¹

Meetings of a Committee are, wherever practicable, to be attended by the Chief Executive Officer or the Chief Executive Officer's nominee, who will perform the same duties at those meetings as is required of the Chief Executive Officer.

19.8 **Minutes**

A Committee will arrange for minutes of its proceedings to be taken and entered in the register maintained for that purpose at the Head Office. The provisions contained in sub-clause 21.2 as to evidence of the proceedings of a Meeting will apply in relation to the proceedings of a Committee meeting.

19.9 **Remuneration**

Te Rūnanga may at its discretion prescribe remuneration for Committee Members and arrange for the reimbursement of expenses properly incurred by Committee Members in the conduct of their duties.

19.10 **Whakamahana Paepae** ¹⁵²

The Kaiwhakahaere and the Deputy Kaiwhakahaere will be entitled to receive notice of and attend and speak at all Committee meetings, but unless they are Committee Members appointed under sub-clause 19.1 they are not entitled to vote and will not be counted for the purpose of establishing whether a quorum is present.

20. **RECORD OF RESOLUTIONS**

20.1 **Register of Resolutions of Te Rūnanga** ¹⁵³

There is to be kept at Head Office a Register of Resolutions of Te Rūnanga which will incorporate a printed or typewritten copy of every Special Resolution, Majority Resolution and Ordinary Resolution passed at a Meeting. That copy is to be signed by the Chairperson at the Meeting concerned and is to be filed in the Register of Resolutions within 10 Business Days of the Meeting.

20.2 **Inspection of the Register of Resolutions**

The Register of Resolutions will during normal business hours (subject to sub-clause 20.4 and such reasonable restrictions as Te Rūnanga may impose, so that no less than two (2) hours in each Business Day is allowed for inspection) be open without charge to the inspection of any member of Ngāi Tahu Whānui whose name and address is from time to time recorded in the Beneficiaries' Register.

¹⁵⁰ **Sub-clause 19.6** (formerly sub-clause 15.7) was amended by Special Resolution on 24 November 1999 and on 19 July 2003

¹⁵¹ **Sub-clause 19.7** (formerly sub-clause 15.8) was amended by Special Resolution on 24 November 1999, 18 May 2002 and on 19 July 2003

¹⁵² **Sub-clause 19.10** (formerly sub-clause 15.11) was amended by Special Resolution on 18 May 2002

¹⁵³ **Sub-clause 20.1** was amended by Special Resolution on 23 November 2018

20.3 Request for copies

Subject to sub-clause 20.4, any member of Ngāi Tahu Whānui whose name and address is recorded in the Beneficiaries' Register is entitled to be provided, within seven (7) Business Days after making a request to Head Office, with a copy of any resolution in the Register of Resolutions on payment of such reasonable charges as Te Rūnanga may prescribe.

20.4 Sensitive information

Sub-clauses 20.2 and 20.3 are subject to the provisions of sub-clause 12.4, which limit the disclosure of sensitive information.

21. MINUTES OF PROCEEDINGS OF TE RŪNANGA

21.1 Minutes¹⁵⁴

Te Rūnanga will maintain minutes of all proceedings of its Meetings and meetings of the Committees and, all such minutes will be entered or maintained in registers kept for that purpose. The Secretary may nominate another person to record the minutes of any Meeting of Te Rūnanga or any Committee meeting.

21.2 Signed Minute Evidence

Any minute if purporting to be signed by the Kaiwhakahaere, Deputy Kaiwhakahaere or person fulfilling that role at a Meeting of Te Rūnanga or meeting of a Committee, is to be evidence of the proceedings of that Meeting or Committee meeting (as the case may be).

21.3 Inspection of the Minutes

The register containing the minutes of proceedings of Meetings of Te Rūnanga and Meetings of Committees are to be kept at Head Office and will, during normal business hours (subject to sub-clause 21.5 and such reasonable restrictions as Te Rūnanga may impose, so that no less than two (2) hours in each Business Day is allowed for inspection) be open without charge to the inspection of any member of Ngāi Tahu Whānui whose name and address is from time to time recorded in the Beneficiaries' Register.

21.4 Request for copies

Subject to sub-clause 21.5, any member of Ngāi Tahu Whānui whose name and address is recorded in the Beneficiaries' Register is entitled to be provided, within seven (7) Business Days after making a request to Head Office with a copy of the minutes of any Meeting on payment of such reasonable charge as Te Rūnanga may prescribe.

21.5 Sensitive Information

Sub-clauses 21.3 and 21.4 are subject to the provisions of sub-clause 12.4 limiting the disclosure of sensitive information.

¹⁵⁴ Sub-clause 21.1 (formerly sub-clause 17.1) was amended by Special Resolution on 24 November 1999 and on 18 May 2002

22. REGISTER OF MEMBERS AND RŪNANGA REPRESENTATIVES AND ALTERNATE RŪNANGA REPRESENTATIVES

22.1 Register

Te Rūnanga will keep the Register at the Head Office and ensure that there are entered in it:

- (a) the names, addresses, e-mail addresses,¹⁵⁵ telephone and facsimile numbers of each Member, together with the names, addresses, e-mail addresses,¹⁵⁶ telephone and facsimile numbers of any officers of the Members designated for the purpose of receiving notices on behalf of each Member; and
- (b) the names, addresses, e-mail addresses¹⁵⁷, telephone and facsimile numbers of the Rūnanga Representatives and Alternate Rūnanga Representatives, together with their respective forms of acknowledgement of duties prescribed under sub-clause 8.8.

22.2 Inspection of the Register

The Register will during normal business hours (subject to such reasonable restrictions as Te Rūnanga may impose, so that no less than two (2) hours in each Business Day is allowed for inspection) be open without charge to inspection of any member of Ngāi Tahu Whānui whose name and address is from time to time recorded in the Beneficiaries' Register.

22.3 Request for copies

Any member of Ngāi Tahu Whānui whose name and address is recorded in the Beneficiaries' Register is entitled to be provided, within seven (7) Business Days' of making a request to Te Rūnanga for a copy of any entry in the Register on payment of such reasonable charge as Te Rūnanga may prescribe.

23. INDEMNITY AND INSURANCE

23.1 Action by Te Rūnanga¹⁵⁸

Te Rūnanga may indemnify any person who is a Rūnanga Representative, Alternate Rūnanga Representative, Secretary, Chief Executive Officer or other officer or employee of Te Rūnanga in respect of any costs and/or damages incurred by that person in any proceedings:

- (a) brought by Te Rūnanga against that person in his or her capacity as Rūnanga Representative, Alternate Rūnanga Representative, Secretary, Chief Executive Officer or other officer or employee of Te Rūnanga (as the case may be); and
- (b) in which judgment is given in that person's favour, or he or she is acquitted, or relief is granted to him or her by the court.

¹⁵⁵ Added by Special Resolution dated 25 November 2011

¹⁵⁶ Added by Special Resolution dated 25 November 2011

¹⁵⁷ Added by Special Resolution dated 25 November 2011

¹⁵⁸ **Sub-clause 23.1** (formerly sub-clause 19.1) was amended by Special Resolution on 22 November 2000 and 19 July 2003

23.2 **Action by a Third Party** ¹⁵⁹

Te Rūnanga shall, unless it expressly decides otherwise by way of Ordinary Resolution,¹⁶⁰ indemnify and¹⁶¹ provide insurance for any person who is a Rūnanga Representative, Alternate Rūnanga Representative, Secretary, Chief Executive Officer or other officer or employee of Te Rūnanga in respect of any costs and/or damages incurred by that person in any proceedings:

- (a) brought by any person other than Te Rūnanga against that person in his or her capacity as Rūnanga Representative, Alternate Rūnanga Representative, Secretary, Chief Executive Officer or other officer or employee of Te Rūnanga (as the case may be); and
- (b) which do not result from: ¹⁶²
 - (i) a failure by that Rūnanga Representative, Alternate Rūnanga Representative, Secretary, Chief Executive Officer or other officer or employee of Te Rūnanga (as the case may be) to act in good faith in a manner that he or she believes on reasonable grounds to be in the best interests of members of Ngāi Tahu Whānui as a whole;
 - (ii) any action that represents a breach of any statutory fiduciary duty; or
 - (iii) a criminal act.

23.3 **Decision to not Indemnify**

Te Rūnanga will, where Te Rūnanga expressly decides to not indemnify any person who is a Rūnanga Representative, Alternate Rūnanga Representative, Secretary, Chief Executive Officer or other officer or employee of Te Rūnanga, ensure that this decision is recorded in the minutes of the Meeting at which the decision was made. ¹⁶³

23.4 **Past and Future**

In this clause 23: ¹⁶⁴

“Rūnanga Representative” includes a former Rūnanga Representative;

“Alternate Rūnanga Representative” includes a former Alternate Rūnanga Representative;

“Secretary” includes a former Secretary;

“Chief Executive Officer” includes a former Chief Executive Officer

“Employee” includes a former employee of Te Rūnanga;

“Officer” includes former officer of Te Rūnanga;

“Indemnity” includes relief or excuse from liability; and

“Proceedings” includes civil, criminal and administrative proceedings.

¹⁶⁵

¹⁵⁹ **Sub-clause 23.2** (formerly sub-clause 19.2) was amended by Special Resolution on 22 November 2000 and 19 July 2003

¹⁶⁰ Added by Special Resolution dated 25 November 2011

¹⁶¹ Added by Special Resolution dated 25 November 2011

¹⁶² **Sub-clause 23.2(b)** was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

¹⁶³ **Clause 23.3 “Decision not to Indemnify”** was added by Special Resolution dated 25 November 2011

¹⁶⁴ **Sub-clause 23.3** (formerly sub-clause 19.3) was amended by Special Resolution on 22 November 2000

24. [TIKANGA NGĀI TAHU: DELETED BY SPECIAL RESOLUTION 20 JULY 1996] ¹⁶⁶

25. SEAL ¹⁶⁷

Te Rūnanga will provide for the safe custody of the Seal which is only to be used with the authority of Te Rūnanga or of an authorised Committee and every instrument to which the Seal is affixed is to be signed by any Rūnanga Representative or Alternate Rūnanga Representative expressly appointed by Te Rūnanga or such Committee for that purpose and countersigned by the Secretary or the Chief Executive Officer.

26. ACCOUNTS AND AUDIT

26.1 Account Date

The Account Date is to be such date as Te Rūnanga may from time to time designate at which the Annual Accounts are to be prepared.

26.2 Keeping of Accounting Records

Te Rūnanga will cause proper accounting records to be kept and reflected in the Annual Accounts:

- (a) in its capacity as the Trustee of the Charitable Trust in respect of the business and activities of the Te Rūnanga Group to a standard which accords with that prescribed in the Companies Act 1993 and the Financial Reporting Act 1993 or such other standards as Te Rūnanga may from time to time prescribe to ensure that the Te Rūnanga Group conforms with the best accounting practices adopted from time to time by public listed companies; ¹⁶⁸ and
- (b) in respect of the business and activities of Te Rūnanga to a standard which, insofar as is practicable, accords with that from time to time prescribed by this Charter for the Te Rūnanga Group.

26.3 Appointment of Charitable Trust and Charitable Trust Subsidiaries Auditors ¹⁶⁹

As the Trustee of the Charitable Trust Te Rūnanga will cause Auditors to be appointed by the Charitable Trust and NTHC and their respective Subsidiaries in accordance with Section 196 of the Companies Act 1993 to audit the Charitable Trust Accounts, and the NTHC Accounts. The same firm of Auditors will be appointed to audit the Charitable Trust Accounts, and the NTHC Accounts.

26.4 Appointment of Auditors to Te Rūnanga ¹⁷⁰

Te Rūnanga will cause the same firm of Auditors which is appointed as Auditors to the Charitable Trust, to be Auditors of Te Rūnanga and to audit the Te Rūnanga Accounts and will (subject to the agreement of the Auditors) cause them to continue in their appointment as Auditors of Te Rūnanga for so long as the Auditors remain Auditors to the Charitable Trust.

¹⁶⁶ **Sub-clause 23.3** (formerly sub-clause 19.3) was amended by Special Resolution on 22 November 2000

¹⁶⁶ Clause 24 (formerly Tikanga Ngāi Tahu) was deleted by Special Resolution on 20 July 1996

¹⁶⁷ **Sub-clause 25.2** (formerly sub-clause 22.2) was deleted by Special Resolution on 19 July 2003, Sub-clause 25.3 (formerly sub-clause 22.3) was deleted by Special Resolution on 19 July 2003

¹⁶⁸ **Sub-clause 26.2(a)** (formerly sub-clause 23.2(a)) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

¹⁶⁹ **Sub-clause 26.3** (formerly sub-clause 23.3) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

¹⁷⁰ **Sub-clause 26.4** (formerly sub-clause 23.4) was amended by Special Resolution on 15 May 1999 with effect from 1 July 1999

27. CHIEF EXECUTIVE OFFICER

Te Rūnanga is to appoint a person as Chief Executive Officer to carry out such duties as are required of the appointee in relation to its activities for such term and upon such conditions as it may from time to time prescribe.¹⁷¹

¹⁷¹ **Sub-clause 27.1** (new) was inserted by Special Resolution on 19 July 2003

THIS CHARTER was adopted by the Papatipu Rūnanga of Ngāi Tahu Whānui on 21 August 1993 [original Charter signatories listed below].

TE RŪNANGA O KAIKŌURA

By W T SOLOMON, UPOKO RŪNANGA
In the presence of TIPENE O'REGAN, CHAIRMAN NTMTB
R A WHAITIRI, UPOKONUI O TAHU

TE NGĀI TŪĀHURĪRĪ RŪNANGA

By J W CROFTS, UPOKO OF TE NGĀI TŪĀHURĪRĪ
In the presence of TAHU PŌTIKI HOPKINSON, FARMER

RĀPAKI RŪNANGA

By J SWINDELLS, RŪNANGA REPRESENTATIVE
In the presence of TE WHE ARIKI HUTANA, TAUA

TE RŪNANGA O KOUKOURĀRATA

By W GRENNELL, UPOKO
JOHANNES PIRINI SOUR, RŪNANGA REP
In the presence of TIPENE O REGAN, CHAIRMAN NTMTB
R A WHAITIRI, UPOKONUI O TAHU

WAIREWA RŪNANGA

By M J DANIELS, DEPUTY UPOKO/SPOKESPERSON
In the presence of P A PANIRAU, SECRETARY

TE RŪNANGA O ONUKU

By G W ROBINSON, UPOKO RŪNANGA
In the presence of C S CROFTS, KAIWHAKAHAERE RŪNANGANUI
TIPENE O'REGAN, CHAIRMAN, NTMTB

TAUMUTU RŪNANGA

By CATHERINE E BROWN JP, CHAIR TAUMUTU RŪNANGA
In the presence of ANAKE GOODALL, KAITONO

TE RŪNANGA O AROWHENUA

By JOHN T REIHANA, UPOKO RŪNAKA AROWHENUA
In the presence of F D BROWNE, MEMBER OF RŪNANGA AROWHENUA

TE RŪNANGA O WAIHAO

By K T A DAVIS TE MAIRE, DELEGATE
In the presence of R W Z BRUNTON, KAUMATUA

TE RŪNANGA O MOERAKI

By DAVID HIGGINS, UPOKO RŪNANGA

In the presence of KOA KEAN, RŪNANGA DELEGATE

KĀTI HUIRAPA KI PUKETERAKI

By JOHN RANGI ELLISON, UPOKO

In the presence of R H PARATA, RŪNANGA ALTERNATE DELEGATE

TE RŪNANGA O ŌTĀKOU

By K LANGSBURY, UPOKO

In the presence of E W ELLISON, RŪNANGA MEMBER

WAIHOPAI RŪNANGA

By G N TE AU, MBE, JP, UPOKO WAIHOPAI RŪNANGA

In the presence of PEGGY L W PEEK, SECRETARY WAIHOPAI RŪNAKA

TE RŪNANGA O AWARUA

By R A WHAITIRI, UPOKONUI O TAHU

In the presence of T P GILROY, KAIWHAKAHAERE O AWARUA

TE RŪNANGA O ŌRAKA APARIMA

By J DAVIS, WAHINE

In the presence of S R BULL, KAIWHAKAHAERE

HOKONUI RŪNAKA

By R W P FOWLER, SECRETARY

In the presence of NUI ROBINSON, MEMBER

TE RŪNANGA O TE KOETI TURANGA (now TE RŪNANGA O MAKAAWHIO)

By MIKE ROCHFORD, MEMBER OF TE RŪNANGA O TE KOETI
TURANGA (now TE RŪNANGA O MAKAAWHIO)

In the presence of N D DAVIDSON, SOLICITOR, WELLINGTON

TE RŪNAKA O KĀTI WAEWAE

By JAMES MASON RUSSELL, UPOKO RŪNAKA

In the presence of TIPENE O'REGAN, CHAIRMAN, NTMTB

This Charter was endorsed by Te Rūnanga o Ngāi Tahu at its first meeting, held at
on 1996]

THE COMMON SEAL OF

TE RŪNANGA O NGĀI TAHU

Was affixed in the presence of:

SIGNED BY

[name][status]

[name][status]