

## RECOMMENDATIONS

### Trust Deed changes recommended by Tuia Group:

REF	DESCRIPTION	RECOMMENDATION	TRUSTEE RECOMMENDATION
Clause 3.1	Initial Trustees	This clause may be deleted now and all other references throughout the document.	
Clause 4.1	Appointment of Te Roopu Kaumātua	This clause could be amended to change the appointment right of Trustees to be held by each respective marae. Or no change.	No changes to be made to the Trust Deed. Trustees to support the appointment of kaumātua to Te Roopu Kaumātua through marae.
Clause 7.2	Trustees as directors and trustees of subsidiaries: <i>No more than 40% of the Trustees being in office may be appointed as directors or trustees of any individual Subsidiary.</i>	<p>This clause is based on the fisheries settlement legislation and when Mandated Iwi Organisations and Asset Holding Companies were established, and this provision was incorporated into legislation.</p> <p>In our view, the intent of this clause is patronising as it suggests that Trustees cannot to manage trust subsidiaries. It also forces Iwi to appoint independents or other Iwi members, often at an additional cost. While it is important to have appropriate expertise and skill sets and while we support independent directors, the provision is too prescriptive and does not give the Trustees the appropriate level of flexibility.</p> <p>This clause could be amended to remove the threshold.</p>	
Clause 14.3	Notice of General Meetings	<p>This comment also relates to general notice provisions.</p> <p>These clauses can be updated to include social media and all other electronic means, and pānui etc, and not be too reliant on two newspapers etc.</p>	

Rule 4, First Schedule	Decisions as to membership	The Whakapapa Committee be replaced by a Designated Kaumatua for each marae who will determine membership of applicants to Ngatikahu ki Whangaroa.	Change to rule 4 of the First Schedule of the Trust Deed to replace Whakapapa Committee with Designated Kaumatua for each marae.
Rule 6.2, Second Schedule	Casual Trustee vacancies	The casual Trustee vacancies clause could be amended or left as it is.	
Rule 6.2, Second Schedule	Nominations on behalf of each marae	As per the submission from whānau, this rule could be changed to require nominations to be signed by the chairperson and two trustees of a Marae.	No substantive changes to Trust Deed. Minor drafting changes to clarify the process as it currently stands.
-	Co-chair roles	A clause can be added to introduce wahine / tane co-chairs.	Change to Trust Deed to include the appointment of two Co-Chairpersons by the Trustees.
Rule 5.1, Third Schedule	Decisions by majority vote	In order to accommodate co-chair roles, the trustees could remove reference to the casting vote at the end of rule 5.1.	

## SCHEDULE 1

### CONSIDERATION OF WHĀNAU 26 JUNE 2021 LETTER TO TRUST

CONCERNS / ISSUES RAISED BY WHĀNAU	COMMENTS
1. Disagree with the Deed of Settlement, Ngāti Kahu ki Whangaroa Trust Board did not maintain the mandate of the people of Ngāti Kahu ki Whangaroa.	<p>Noted. We cannot comment on any past actions by the Ngāti Kahu ki Whangaroa Trust Board or the validity of their mandate.</p> <p>For this Review, we can only consider suggested changes to the Kahukuraariki Trust Deed. As there is nothing here that suggests a change to the Trust Deed, we cannot make any recommendations to the Trustees.</p>
2. Disagree with the inclusion of marae outside the rohe boundaries of Ngāti Kahu ki Whangaroa.	<p>Noted. The Fifth Schedule of the Trust Deed already provides a mechanism to add or remove marae. It is relevant to note that changes to the beneficiaries or to the definition of 'Ngatikahu ki Whangaroa' are prohibited under the Trust Deed (clause 26.2).</p>
3. Disagree with the appointment of Te Roopu Kaumātua as per 4.1.	<p>Noted. As there is nothing that suggests an identifiable change to the Trust Deed, we have no recommendations for amendments to the Trust Deed for this issue. It is unclear if a formal Roopu has been established and who is actually on that Roopu - to be confirmed.</p>
4. Disagree with publication by Kahukuraariki Trust Board that it was a unanimous decision by all kaumātua of the right marae on the 12 <sup>th</sup> June when Waitaruke were not invited, included or in attendance.	<p>Noted. However, we cannot comment on any past events or actions taken by the Trust.</p> <p>For this Review, we can only consider suggested changes to the Kahukuraariki Trust Deed. As there is nothing here that suggests a change to the Trust Deed, we cannot make any recommendations to the trustees.</p> <p>We understand that a pānui was posted to withdraw the relevant publication.</p>
5. Disagree the Kahukuraariki Trust Board has a right to nominate or appoint a delegate/trustee/kaumātua for marae, assertion this is the right of marae only.	<p>As stated in the Report, we have recommended that the Trustees consider whether or not an amendment to clause 4.1 (appointment of Te Roopu Kaumātua) of the Trust Deed to alter the Trustees' appointment rights over Te Roopu Kaumātua so that they are held instead by each respective Marae is necessary.</p> <p style="color: green;">The Trustees have considered this point and agree that no changes need to be made to the wording of the Trust Deed. However, the Trustees intend to support the appointment of members to Te Roopu Kaumatua to be made by marae. As this is an operational matter, is it not necessary to change the Trust Deed.</p>
6. We require that the nomination of a candidate for election as a Trustee on behalf of a marae shall be signed in writing by the chairperson plus two other trustees of the marae for	<p>Noted. As stated in the Report, we have recommended that the Trustees consider whether or not an amendment to rule 6.6 of the Second Schedule to require all trustee candidate nominations to be signed by the chairperson and two trustees of the Marae that the trustee candidate is purporting to represent is necessary.</p>

<p>which the candidate is nominated.</p>	<p>The Trustees have considered this point and agree that no changes should be made to the wording of the Trust Deed.</p> <p>The current nomination and election process already allows marae committees to put forward nominees to be trustees. Having individual members to still be able to put forward nominees ensures that the process is flexible and that there can always be trustee positions filled should a marae committee not choose to engage with the election process. Trustees also noted that not all marae are properly constituted and not all Iwi members participate through their Marae. The Trust needs the flexibility.</p>
<p>7. Assert that only hapū who whakapapa directly to the Waikohatu - Stony Creek, Clarke &amp; Thompson Blocks have mana whakahaere (Taemaro marae and Waimahana marae)</p>	<p>Noted. As mentioned in the Report, the Crown generally provides land redress to the Iwi for the benefit of all Iwi members rather than any particular members. Despite this, there is an existing process for determining the ownership of Stony Creek Station under clause 33 of the Trust Deed.</p> <p>Noting that the Trustees are considering alternative options to address how there can be an acknowledgement of any mana whenua interests. Complicated by the fact, that there is only small number of individuals on the land rather than identifiable hapū or marae groups.</p>
<p>8. Have issue that a kaumātua hui was held in Tamaki Makaurau outside of our rohe.</p>	<p>Noted. In respect of the Te Roopu Kaumātua (as described in the Trust Deed), clause 4.1 allows the “meeting procedures and processes” to be prescribed by the Trustees from time to time and suggests that the Te Roopu Kaumātua hui procedures sit outside of the Trust Deed.</p> <p>In our view, this issue is procedural in nature and does not practically fit within the ambit of this Review. Given the right of Trustees to prescribe meeting procedures and processes, we suggest that this issue be dealt with by the members and the Trustees. It is not appropriate for the Review.</p> <p>As a relevant point, the Trust and Trustees have no authority over Ngatikahu ki Whangaroa members who generally wish to meet and discuss issues of the Iwi. Unless they are Te Roopu Kaumātua (as defined in the Trust Deed) or any other committee or roopu governed by the Trust Deed, the Trust cannot prescribe when and how they meet. With this in mind, the source of this issue may not be something the Trustees have authority over regardless.</p>
<p>9. Want to know what the process for determining ownership of Waikohatu is and when it will commence.</p>	<p>Noted. The process for determining ownership of Stony Creek Station is set out in clause 33 of the Trust Deed which will be undertaken by the Trust.</p> <p>The beneficiary list is currently being updated to ensure that when formal voting occurs there is a robust and verified beneficiary list. At this stage, we understand that another two months is required to complete this task and any formal voting would take place in the first quarter of 2022.</p>