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## **NGATI RONGOMAI IWI TRUST DEED**

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[consolidated Trust Deed prepared for reference following adoption of changes and first schedule at meeting on 24 August 2013]

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**EAST BREWSTER**

Barristers & Solicitors

1256 Arawa Street P O Box 1742 DX JP 30017 Rotorua

Phone: 07 348 2030 Facsimile: 07 347 8701

29406-1 consolidated trust deed ngati rongomai iwi trust:



- 4.1.5 To appoint a member of the board to be the nominee to be representative of Ngati Rongomai on Te Pumautanga O Te Arawa

## **5. POWERS**

### **General and specific powers**

- 5.1 In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the Trustees shall have the full power and authority to manage and order the Trust Fund in all respects as if the Trustees were the absolute beneficial owners of the Trust Fund. Any specific powers set forth in this Deed are in aid of such power and shall not derogate from its generality.
- 5.2 The Trustees have the power:
- 5.2.1 To use the Trust Fund as the Trustees think necessary or proper in payment of the costs and expenses of the trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient; and
  - 5.2.2 To purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Trustees think necessary or expedient for the purpose of attaining the objects of the trust and to sell, exchange, mortgage, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
  - 5.2.3 To carry on any business; and
  - 5.2.4 To invest funds in any way permitted by law and upon such terms as the Trustees think fit; and
  - 5.2.5 To borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Trustees think fit; and
  - 5.2.6 To do all things as may from time to time be necessary or desirable to enable the Trustees to give effect to and to attain the purposes of the trust.

### **Employment**

- 5.3 Under clause 5.2.1 the Trustees may employ as agents, officers, and staff, persons who are Trustees.

## **6. GEYSER COMMUNITY FOUNDATION – NGATI RONGOMAI FUND**

### **Payment to Named Fund**

- 6.1 The Trustees may, pursuant to a resolution of a meeting of Ngati Rongomai dated 14 July 2007, transfer the whole or any portion or portions of the capital or income of the Trust Fund to the Geyser Community Foundation, an incorporated charitable Trust Board number 1955184 to be held by the Geyser Community Foundation on the terms of the Deed of Settlement dated 9 October 2007 establishing the Ngati Rongomai Fund (“the Named Fund”).

**Trustees of Named Fund**

- 6.2 The Trustees shall comprise the Advisory Trustees to the Named Fund and the election of Trustees under this Deed shall be deemed for all purposes to be the election of Advisory Trustees to the Named Fund.

**7. RESETTLEMENT**

- 7.1 The Trustees have the power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement or the benefit of the Beneficiaries, the whole or any portion or portions of the capital or income of the Trust Fund provided that the resettlement and the form of the Deed are approved by no less than a 75% majority of the votes cast by adult Beneficiaries at a General Meeting called for that purpose.

**8. TRUSTEES**

**Numbers**

- 8.1 The Trustees of Trustees (“the Trustees”) shall consist of not less than three (3) nor more than five (5) members. The initial Trustees shall be the signatories to this Deed being the Trustees elected at an election meeting held on 29 September 2007.

**Term of Appointment**

- 8.2 The term of appointment of trustees shall be three years unless otherwise resolved by the Trustees, prior to conducting a trustee election. A retiring trustee shall be eligible for reappointment.

**Termination of trusteeship**

- 8.3 A Trustee shall cease to hold office:
  - 8.3.1 On the appointment of new Trustees following a Trustee election where the Trustee’s term has expired and the Trustee has not been re-appointed.
  - 8.3.2 If the Trustee resigns in writing addressed to the Trust.
  - 8.3.3 If the Trustee becomes bankrupt, insolvent or is incapable of fulfilling the Trustee’s duties by reason of physical or mental incapacity.
  - 8.3.4 If the Trustee dies.
  - 8.3.5 If the Trustee is convicted of an indictable offence.
  - 8.3.6 If the Trustee is absent from three consecutive Trust meetings without reasonable cause or leave of absence.
  - 8.3.7 By a majority vote of the balance of the Trustees if he or she is deemed to have failed duties of Trusteeship.

### **Vacancies**

- 8.4 The Trustees may hold an election to fill a Vacancy at a General Meeting of the Trust called to that purpose. Any Trustee elected to fill a vacancy shall hold office for a term equal to the balance of the term of the Trustee whose vacancy is filled.

## **9. ELECTION OF TRUSTEES**

### **Election Meetings**

- 9.1 Election of Trustees shall take place in accordance with schedule 1 to this Deed.

### **Election Process**

- 9.2 No later than thirty days prior to an Election Meeting, the Trustees will:
- 9.2.1 Appoint a returning officer for the election.
  - 9.2.2 Determine the form of nomination for Trustees including any requirements or information to be provided by nominees, the format of any voting form and any other matter pertaining to the conduct of the election not expressly specified in this Deed as the Trustees think fit.
  - 9.2.3 Call for nominees for the position of Trustee by way of public notice.

### **Requirements of Nominees**

- 9.3 Every nominee for Trusteeship must be a registered adult (18 years and over) Beneficiary of the Ngati Rongomai Iwi Trust, comply with all requirements for nomination as determined by the Trustees and be present at the Election Meeting at which they are standing for the election.

### **Voting by Beneficiaries**

- 9.4 Every adult Beneficiary of the Trust registered on the Beneficiaries Register as at the date of closure of nominations for the election is entitled to vote in an election of Trustees and may cast one vote for each contestable trustee position at the election (being a maximum of five votes).

### **Place of Elections**

- 9.5 Elections shall be held at a Ngati Rongomai Marae. No postal or proxy votes shall be allowed.

## **10. TRUSTEES DUTIES**

- 10.1 Trustees must always act in good faith in accordance with their fiduciary duties and obligations and in a manner the Trustees believe on reasonable grounds are in the best interests of the Beneficiaries.

## **11. NO INFLUENCE**

### **Influence**

11.1 No trustee or person associated with a trustee shall participate in, or materially influence, any decision made by the trust in respect of the payment to or on behalf of that trustee or associated person of any income, benefit or advantage whatsoever, except where that income, benefit or advantage is derived from:

11.1.1 Professional services to the trust rendered in the course of business charged at no greater rate than current market rates; or

11.1.2 Interest on money lent at no greater rate than current market rates.

### **Reasonableness required**

11.2 Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).

## **12. PROCEEDINGS OF THE TRUSTEES**

### **Meetings**

12.1 The Trustees shall meet at such times and places as they determine, and shall elect a chairperson and deputy chairperson from their number at every Annual General Meeting.

### **Chairperson**

12.2 The chairperson shall preside at all meetings of the Trustees at which she or he is present. The deputy chairperson shall preside at present at all meetings of the Trustees at which the chairperson is not present. In the absence of the chairperson and deputy chairperson from any meeting, the Trustees present shall appoint one of their number to preside at that meeting as temporary chairperson.

### **Secretary**

12.3 The Trustees may appoint a secretary for such term, on such conditions, and at such remuneration (if any) as the Trustees may think fit. The secretary so appointed may be dismissed by the Trustees. The secretary need not be a Trustee.

### **Quorum**

12.4 At any meeting of the Trustees a majority of members shall form a quorum and no business shall be transacted unless a quorum is present.

### **Voting**

12.5 All questions before the Trustees shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise

specified in this Deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

### **Minutes**

- 12.6 The Trustees (or secretary if appointed) shall keep Minutes of all Trustee meetings which shall be available for inspection by Trustees at all reasonable times.

### **Telephone/Video Conference**

- 12.7 Any meeting of the Trustees may be held by telephone or video conference.

### **Resolution in lieu of meeting**

- 12.8 A resolution in writing signed by, or confirmed in writing by, all of the Trustees is as valid as if it had been passed at a meeting of the Trustees. Such written confirmation may be by letter (whether hand-delivered, posted or faxed) or email.

## **13. GENERAL MEETINGS**

### **Time and Place of Meetings**

- 13.1 All General Meetings including the Annual General Meeting of the Trust shall be held at a Ngati Rongomai Marae at such date and time as the Trustees shall determine.

### **Business of Annual General Meeting**

- 13.2 The Trustees will hold an Annual General Meeting which shall carry out the following business:
- 13.2.1 Receive the Minutes of the last Annual General Meeting and of any other General Meeting of the Trust held since the last Annual General Meeting; and
  - 13.2.2 Receive the Trust's Statement of Accounts for the preceding year and an estimate of income and expenditure for the current year.
  - 13.2.3 Appointment of Auditor, if appropriate.
  - 13.2.4 Consider and decide any other matter which may be properly brought before the meeting.

### **Public Notice**

- 13.3 Not less than twenty days public notice, published in a newspaper distributed in the Rotorua District, should be given of any General Meeting.

### **Right of Attendance**

- 13.4 Beneficiaries shall be entitled to attend every Annual General Meeting and any other General Meeting of which public notice has been given in accordance with this Deed and to vote at such meetings on any matter requiring a Beneficiary vote.

## **14. BENEFICIARIES REGISTER**

### **Beneficiary Entitled to be on Register**

- 14.1 Every person registered with Te Pumautanga O Te Arawa as a member of Ngati Rongomai and every Beneficiary is entitled to be on the Beneficiaries Register as a Beneficiary of the Ngati Rongomai Iwi Trust.

### **Trustees to Establish Register**

- 14.2 The Trustees will establish a Beneficiaries Register on which must be recorded the name, date of birth and contact details for every Beneficiary who is recorded on it. The Beneficiaries Register will be kept at the Trust's office.

### **Exchange of Information**

- 14.3 The Trustees may provide to and receive from the Trustees of Te Pumautanga O Te Arawa details of registered Beneficiaries or persons entitled to be registered Beneficiaries of Ngati Rongomai Iwi Trust with the intent that the two trusts will maintain identical Registers of Ngati Rongomai Beneficiaries for the purpose of maximising the benefits to Ngati Rongomai.

## **15. TRUSTEES LIABILITY AND INDEMNITY**

- 15.1 No Trustee is liable for the consequence of any act or omission, or for any loss, unless the consequence or loss is attributable to his or her dishonesty, or to the wilful commission by him or her of any act known by him or her to be a breach of trust or to the wilful omission by him or her of any act when the omission is known by him or her to be a breach of trust.

## **16. ACCOUNTS**

### **True and fair accounts**

- 16.1 The Trustees shall keep true and fair accounts of all money received and expended disclosing all financial transactions and assets and liabilities of the Trust.

### **Audit**

- 16.2 Unless it is resolved by a majority resolution of Beneficiaries at an annual general meeting not to appoint an auditor in the ensuing year, the Trustees shall, as soon as practicable after the end of every financial year of the Trustees, cause the accounts of the Trustees for that financial year to be audited by an accountant appointed for that purpose and the audited accounts shall be made available to the public.



## **17. POWER TO DELEGATE**

### **Power to Delegate**

- 17.1 The Trustees may, from time to time, appoint any committee and may delegate any of its powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Trustees exercise or perform the delegated powers or duties in like manner and with the same effect as the Trustees could itself have exercised or performed them.

### **Delegate Bound**

- 17.2 Any committee or person to whom the Trustees have delegated powers or duties shall be bound by the terms of the trust.

### **Delegation revocable**

- 17.3 Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Trustees.

### **Delegate need not be trustee**

- 17.4 It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Trustees.

## **18. VARIATION OF DEED**

- 18.1 The Trustees have the power to amend, revoke or vary the provisions of this Trust Deed in such manner as they think fit provided that the amendment is put to and passed at a general meeting of the Trust and that the amendment is approved by no less than 75% of the votes cast by adult registered Beneficiaries at that meeting.

## **19. PERPETUITY PERIOD**

- 19.1 The perpetuity period applicable to this Deed pursuant to Section 6 of the Perpetuities Act 1964 is 80 years from the date of execution of this Deed.

## **20. CHANGES TO GAIN CHARITABLE STATUS**

- 20.1 Notwithstanding any other provision of this Deed, the Trustees may, if they think it in the interests of the Beneficiaries, amend, revoke or add to any of the provisions of this Trust Deed, to the extent that it is necessary to do so for the Ngati Rongomai Iwi Trust to achieve charitable registration with the Charities Commission provided that any amendment, revocation or addition does not amend the class of persons who are beneficiaries and is put and passed at a general meeting of the Trust, the amendments being approved a majority of the votes cast by adult registered Beneficiaries at that meeting.

**Incorporation**

20.2 The Trustees are empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957, but are not required to do so.

**21. WINDING UP**

21.1 The Trustees have the power to wind up the Ngati Rongomai Iwi Trust provided that:

21.1.1 The process for the winding up; and

21.1.2 The basis on which the Trust Fund will be dealt with on winding up; and

21.1.3 The consequences of the winding up,

are put and passed at a general meeting of the Trust and approved by no less than 75% of the votes cast by adult registered Beneficiaries at that meeting.

SIGNED by the said )  
**GEORGE TE ATATU EPARARA** )  
as Trustee in the presence of: ) .....  
Witness:

[original signed 26/02/2009]

.....  
Signature

.....  
Full Name

.....  
Residential Address

.....  
Occupation

SIGNED by the said )  
**TE RONGO CURTIS** )  
as Trustee in the presence of: ) .....  
Witness:

[original signed 26/02/2009]

.....  
Signature

.....  
Full Name

.....  
Residential Address

.....  
Occupation

SIGNED by the said )  
**MICHAEL ANTHONY HALBERT** )  
as Trustee in the presence of: ) .....  
Witness:

[original signed 26/02/2009]

.....  
Signature

.....  
Full Name

.....  
Residential Address

.....  
Occupation

SIGNED by the said )  
**RUKA HUGHES** )  
as Trustee in the presence of: ) .....  
Witness:

[original signed 26/02/2009]

.....  
Signature

.....  
Full Name

.....  
Residential Address

.....  
Occupation

SIGNED by the said )  
**GLORIA HUGHES** )  
as Trustee in the presence of: ) .....  
Witness:

[original signed 26/02/2009]

.....  
Signature

.....  
Full Name

.....  
Residential Address

.....  
Occupation

## **SCHEDULE 1- ELECTIONS OF TRUSTEES**

### **1. PROCEDURE**

#### **1.1 Appointment of Trustees**

The Trustees shall be elected in accordance with the rules and procedures set out in this Schedule.

### **2. ELIGIBILITY FOR APPOINTMENT**

#### **2.1 Trustee to be registered member:**

To be elected a Trustee must, as at the closing date for nominations, be a registered Beneficiary of the Ngati Rongomai Iwi Trust who will be aged 18 years or over at the date of the close of the election (“a Registered Adult Beneficiary”) and comply with all requirements for nomination as determined by the Trustees

#### **2.2 Trustees not to be Trust employees:**

A Trustee shall not hold the position of chief executive officer or otherwise be employed as an employee of the Trustees.

#### **2.3 Nomination to be in writing:**

The nomination of a candidate for election as a Trustee shall be in writing in a form approved by the Trustees and signed by not less than 3 Registered Adult Beneficiaries.

#### **2.4 Other requirements of nomination:**

##### **(a) Every nomination must include a declaration signed by the nominee declaring:**

- i. that the nominee is not a person who is precluded from holding office as a Trustee under clause 2.8 of this Deed;
- ii. that the nominee has the skills required of a Trustee pursuant to rule 2.5 of this Schedule and will comply with the minimum requirements for a Trustee set out in rule 2.6 of this Schedule;
- iii. all other current positions and offices held by the nominee;
- iv. any actual or potential conflicts of interest of which the nominee is aware;

##### **(b) The consent of each candidate to their nomination shall be endorsed on the nomination paper, provided that a candidate may at any time, by notice to the Trust, withdraw their nomination.**

##### **(c) Every nominee may, prior to the closing date for nominations, provide a summary of the candidate’s relevant qualifications and experience not exceeding one page in length, which will be published on the website and otherwise as determined by the trustees for the purposes of the election.**

#### **2.5 Skills and Knowledge Required of Trustees**

A Trustee shall:

##### **(a) Have a sound knowledge of Ngati Rongomai kaupapa; and**

- (b) Have a sound knowledge of the legal obligations of a Trustee; and
- (c) Be able to communicate effectively both orally and in writing; and
- (d) Have the skills required to perform the minimum requirements for Trustees set out in clause 2.6 of this Schedule.

## **2.6 Minimum requirements for Trustees**

A Trustee shall:

- (a) attend all Trustee meetings unless excused;
- (b) have a clear understanding of the Trust Deed;
- (c) have a working knowledge of the Trust's obligations under any relevant legislation;
- (d) adhere to the Trust's procedures;
- (e) be able to articulate responsible views in Trust discussions and respect the opinions of others;
- (f) have a basic understanding of the issues presented to the Trust at each meeting; be able to analyse and prioritise issues and be willing to make informed decisions for the benefit of all Ngati Rongomai;
- (g) be prepared to actively participate in development workshops and opportunities;
- (h) at all times apply the kaupapa of Ngati Rongomai in their Trustee role.

## **2.7 Eligibility for nomination**

Notwithstanding the forgoing rules of this Schedule, a Beneficiary of the Ngati Rongomai Iwi Trust shall not be eligible for nomination as a candidate for election as a Trustee if he or she:

- (a) is or has ever been convicted of an indictable offence or an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- (b) is bankrupt or has made any composition or arrangement with his or her creditors; or
- (c) is subject to a compulsory treatment order under the Mental Health (Compulsory Treatment and Assessment) Act 1992 or becomes subject to a care and protection order under the Protection of Personal and Property Rights Act 1988; or
- (d) has within the last 3 years been removed from the office of Trustee in accordance with the provisions of this Deed.

## **3. TIMING OF ELECTIONS**

The elections for Trustees in any given Year must, except in the case of elections to fill casual vacancies, be concluded by the time of the annual general meeting of the Trust in that Year.

#### **4. ELECTION OF TRUSTEES**

Registered Adult Beneficiaries of the Ngati Rongomai Iwi Trust shall be entitled to elect the Trustees in accordance with the rules for elections as set out in this Schedule.

#### **5. MAKING OF NOMINATIONS**

##### **5.1** Calling for nominations:

The Trustees shall give public notice calling for nominations for Trustee positions for which elections are required at least 49 days before the annual general meeting of the Trust for that Year and in any event in sufficient time for the election to be concluded in accordance with rule 3 of this Schedule. The notice shall specify the method of making nominations and the latest date by which nominations must be made and lodged with the Trust or such other person as the notice directs.

##### **5.2** Timing for nominations:

All nominations must be lodged with the Trust no later than 14 days following the date upon which the notice calling for nominations is first given.

#### **6. HOLDING OF ELECTIONS**

##### **6.1** Mode of Voting at Elections:

Subject to rule 6.3 of this Schedule, voting at all elections shall be by way of secret ballot. Voting forms may either be delivered to the Chief Returning Officer by the means specified on the voting form, and by electronic means where the trustees have resolved to conduct electronic voting, or at a polling station, if a polling station is nominated by the Trustees for that purpose, or by such other means as the Trustees may determine. A polling station, may, to the extent notified in any advertisement issued in accordance with rule 6.2 of this Schedule, receive voting forms in respect of the election of Trustees.

##### **6.2** Advertisement of polling station:

Subject to rule 6.3 of this Schedule, if the Trustees in their discretion consider that a physical polling station, or stations should be provided for in any election, the location(s) of the polling station, (s) and its hours of operation shall be advertised in one or more newspapers circulating in the area where the polling station(s) is to be located. Such an advertisement must be run at least 28 days prior to the date of the close of the elections. The polling station(s) shall be open during the advertised hours on the closing date for the election.

##### **6.3** No elections where nominees equal vacancies:

In the event that the total number of nominations of Trustees is equal to the total number of vacancies to be filled, no election shall be necessary for those trustees and the person or persons nominated shall be deemed to have been duly elected.

##### **6.4** Eligibility to vote and number of votes to be cast:

Subject to rule 6.6 of this Schedule, each Registered Adult Beneficiary is eligible to cast one vote for each contestable trustee position in the election.

**6.5** Trustee Positions:

In any election of Trustees the highest polling candidate for each vacant position shall be the elected Trustee of the Trust, with the intent that if there are 5 positions available, the five highest polling candidates will be elected.

**6.6** Date by which Members to be registered:

- (a) The date by which a Registered Adult Beneficiary must be a Registered Adult Beneficiary so as to receive a postal (or electronic) notice of the election and to be entitled to vote in the election is the date upon which nominations for appointment as a Trustee closes.

**7. NOTICE OF ELECTIONS****7.1** Notice to be given:

Immediately after the closing date for nominations, the Trustees shall, where an election is required:

- (a) fix a closing date for the election (being the last day upon which a vote may be validly cast in the election); and
- (b) subject to rules 6.2 and 7.2, set a date and venue for the polling station(s), if any.

**7.2** Period of Notice:

The Trust shall give not less than 28 days' notice of the closing date for the elections and the method by which votes may be cast as set out in rule 6.1 of this Schedule.

**7.3** Method of Giving Notice:

All notices given under rule 7.2 of this Schedule shall be given:

- (a) by post (or by electronic form where available and where that has been approved by the trustees) to each Adult Registered Beneficiary of Ngati Rongomai eligible to vote in the election for which a nomination is called. If notice sent to an electronic address fails, and the Trustees are aware of the failure, then the notice must subsequently be sent to the last known physical address. Notice sent by post is deemed to be given on the date of posting to the last known address of the Adult Registered Beneficiary;
- (b) by inserting an advertisement in a newspaper circulating in the Rotorua region;
- (c) on the Trust's website if it has one; and
- (d) by such other means (if any) as the Trustees may determine

**7.4** General Content of Notices:

Every notice given in accordance with rule 7.3(a) (b) and (c) of this Schedule shall contain:

- (a) a list of the candidates for election for each trustee position;
- (b) the date, time and place of any polling station; and
- (c) the method by which votes may be cast as set out in rule 6.1 of this Schedule.

**7.5 Additional Content of Postal Notice:**

Each notice given in accordance with rule 7.3(a) of this Schedule shall also contain:

- (a) a voting form that complies with rule 8.1;
- (b) details of the procedure to be followed in making a vote by post, including the time and date by which the voting form must be received by the Chief Returning Officer; and
- (c) a statement as to how voting forms may be returned to the Chief Returning Officer, or polling station if applicable.

**7.6 Additional Information in Other Notices:**

Each notice given in accordance with rule 7.3(b) (c) and (d) of this Schedule shall also give details about how voting forms may be obtained.

**8. POSTAL VOTING**

**8.1 Other details to accompany vote:**

Each voting form must contain information that is sufficient to identify the elector and the voting documents issued to that elector.

**8.2 Timing of Postal Votes:**

Votes must be received by the Chief Returning Officer no later than noon on the closing date for the election of the Trustees to which the postal vote relates.

**8.3 Chief Returning Officer to receive voting forms:**

All voting forms must be addressed to the Chief Returning Officer.

**9. APPOINTMENT OF CHIEF RETURNING OFFICER**

**9.1 Appointment of Chief Returning Officer:**

For the purposes of elections the Trustees shall appoint as required a Chief Returning Officer who shall not be a Trustee or employee of the Trust. The Chief Returning Officer shall be responsible for co-ordinating Trustee elections and may appoint such other persons ('nominee") as he or she considers necessary to assist with that task provided that such persons shall also not be Trustees or employees of the Trust.

**10. COUNTING OF VOTES**

**10.1 All votes to be counted:**

Upon the expiry of the date for the receipt of postal votes, the Chief Returning Officer shall record and count all votes validly cast:

- (a) The Chief Returning Officer shall reject as invalid any voting form



- i. for which there is reasonable cause to believe that it is not in the form prepared by the Trustees for the purpose of the ballot; or
- ii. cast by a person who is not a Registered Adult Beneficiary; or
- iii. that does not clearly indicate the nominee(s) for which the voter intended to vote; or
- iv. is not signed by the elector, (which in the case of an electronic voting system, if introduced, will mean signing by way off an approved electronic signature); or
- v. That does not otherwise comply with the requirements of this Deed.

provided that otherwise no voting form shall be rejected as invalid by reason only of some informality in the manner in which it has been dealt with by the voter if the voting form is otherwise regular and if in the opinion of the Chief Returning Officer the intention of the voter is clearly indicated.

**10.2 Certification and notifying election result:**

Once all votes have been counted and the result of the election determined by the Chief Returning Officer, the Chief Returning Officer shall certify the result of the election and communicate the result of the election to the Trustees. The Trustees shall thereafter advise the candidates of the result and give notice of the same at the Annual General Meeting of the Trustees, and by such other notice as the Trustees determine.

**10.3 The Chief Returning Officer to be present at polling station:**

The Chief Returning Officer or his or her nominee must be present at all times during the advertised opening hours of any polling station, supervise the voting process at the polling station, and be available to collect any completed voting forms at the polling station.

**11. RETENTION OF ELECTION RECORDS**

**11.1 Compiling and sealing voting records:**

The Chief Returning Officer shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The Chief Returning Officer shall endorse upon the sealed packet a description of the contents of that packet together with the final date for voting in that election. The Chief Returning Officer shall then sign the endorsement and forward the sealed packet to the Trustees.

**11.2 Retention and disposal of packets:**

The sealed packets received from the Chief Returning Officer shall be safely kept unopened by the Trustees for a period of 3 months from the closing date for making votes in the election to which the packet relates. At the expiry of that 3 month period the packets shall be destroyed unopened.

**12. CASUAL VACANCIES**

**12.1 Casual vacancies:**

Should:

- (a) There be no person elected to replace a Trustee following that Trustee's retirement; and/or
- (b) Any casual vacancy arises prior to the expiry of any Trustee's term of office; and the number of Trustees has reduced to less than three; then the vacancies shall be filled by the holding of a further election in accordance with this Schedule as soon as is practicable.

#### **12.2 Term of casual appointments:**

- (a) In the case of an election pursuant to rule 12.1 of this Schedule the Trustee(s) thereby appointed shall, as the case may be, hold office:
  - i. In the case of a Trustee elected pursuant to rule 12.1(a)i, for the same term as that Trustee would have been appointed had he or she been elected, immediately following the retirement of the previous Trustee; or
  - ii. In the case of a Trustee elected pursuant to rule 12. 1 (b) ii, for the balance of the term of office of the Trustee that he or she has replaced.

### **13. RECORD OF CHANGES OF TRUSTEES**

#### **13.1 Record of changes of Trustees:**

Upon the notification of every appointment, retirement, re-appointment or termination of office of any Trustee, the Trust will ensure that an entry is made in the minute book of the Trust to that effect and notification given to any appropriate registry.