

**TE RŪNANGA-Ā-IWI O NGĀPUHI  
SUMMARY TABLE OF PROPOSED AMENDMENTS TO TRUST DEED (2019)**

This table provides a high-level summary of the proposed changes to the Te Rūnanga-Ā-Iwi o Ngāpuhi Charitable Trust Deed. It is designed to be a guide only, and not a comprehensive list of every minor amendment.

**RESOLUTION 1: Removal of provisions for Taurahere from the Trust Deed, clarifying terms relating to the Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi, expanding the existing provisions relating to disputes procedures, providing that the Trust will, on request from a Takiwā, to call a general meeting of the the Takiwā; and correcting minor typographical errors and making other minor drafting improvements to the Trust Deed**

**Part 1 - Removal of Taurahere concept from the Trust Deed**

Clause(s)	Current wording	Proposed new wording	Comment
<b>Clause 1.1 (Definition of Taurahere) and clauses where Taurahere concept previously used</b>	<b>Taurahere</b> means a representative group of Ngāpuhi resident outside of Te Whare o Puhi, Tāmaki Makaurau ki Te Rerenga Wairua acting through their duly appointed Trustee, if so established.	Definition and all references to the concept are to be removed from the Trust Deed	<p>The removal of Taurahere from the Trust Deed means that, in most cases, rights and responsibilities that were associated with either Taurahere or Takiwā, will now only sit with Takiwā.</p> <p>As a consequence:</p> <ul style="list-style-type: none"> <li>Trustees and Proxy Trustees of the Trust will no longer be elected on behalf of each Taurahere; and</li> <li>each Taurahere shall no longer appoint an Executive Committee</li> </ul> <p>(e.g. refer clause 4.1, 4.3A, 4.3B and 4.7 of the Trust Deed and Schedule 1, Part A).</p>

## Part 5 - Provisions relating to Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi

Clause(s)	Current wording	Proposed new wording	Comment
<b>Clause 5</b>	<p><b>Election of Kaumātua and Kuia to Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi</b></p> <p>5.3 The Kaumātua and Kuia shall call such hui as may be necessary to identify the appropriate Kaumātua and Kuia to comprise Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi.</p> <p>5.4 Vacancies on Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall be filled by Ngāpuhi Kaumātua and Kuia as appropriate.</p> <p><b>Functions of Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi</b></p> <p>5.5 Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall advise the Trustees on the following:</p> <p>(a) To ensure that the Trustees meet their cultural and spiritual obligations to Te Whare Tapu o Ngāpuhi; and</p> <p>(b) Maintaining the mana of Ngāpuhi by ensuring that the Trustees meet their cultural and spiritual obligations to Te Whare Tapu o Ngāpuhi.</p> <p>5.6 In order to receive the advice the Trustees shall meet with Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi at such times and in such places as the Trustees or Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall consider appropriate.</p> <p><b>Voting rights of Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi</b></p> <p>5.7 Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall not be entitled to vote at meetings of Trustees called in accordance with clause 4.</p>	<p><b>Election of Kaumātua and Kuia to Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi</b></p> <p>5.3 The Kaumātua and Kuia shall call such hui as may be necessary to identify the appropriate Kaumātua and Kuia to comprise Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi.</p> <p>5.4 Vacancies on Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall be filled by Ngāpuhi Kaumātua and Kuia as deemed to be appropriate by the Rōpū itself.</p> <p><b>Functions of Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi</b></p> <p>5.5 The purpose of Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi is to to advise the Trustees on cultural and spiritual matters and maintain the mana of Ngāpuhi by ensuring that the Trustees meet their obligations in those areas.</p> <p>5.6 In order to receive this advice the Trustees shall meet with Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi at such times and in such places as the Trustees or Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi shall consider appropriate for the purpose of giving and receiving advice.</p> <p>5.7 The Trust, and or Trustees, shall never place the Rōpū and or its individual members in a position where they are required to adjudicate on any other matter than that of cultural or spiritual issues for which they have the expertise.</p> <p><b>Voting rights of Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi</b></p> <p>5.8 Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi either individual or collectively, has no voting rights or powers in relation to the business of the Trust or the Trustees.</p>	<p>The changes to clause 5 will:</p> <ul style="list-style-type: none"> <li>clarify that vacancies on Te Rōpū Kaumātua Kuia o Te Whare Tapu o Ngāpuhi are to be filled by a decision of the Rōpū itself (i.e. Te Rōpū will determine which eligible Kaumātua and/or Kuia will fill any such vacancy); and</li> <li>clarify that the Rōpū and/or the Kaumātua and Kuia shall never be put in a position where they are required determine matters that are not either cultural or spiritual issues.</li> </ul> <p>Other minor drafting changes have been made to clause 5 to improve readability.</p>

## **Part 6 - Inclusion of additional Dispute Resolution process in the Trust Deed**

Clause(s)	Current wording	Proposed new wording	Comment
<b>Additions to Clause 11</b>	New clauses 11.5 to 11.8 to be added to existing clause 11, minor consequential drafting edits to clause 11.	<p><b>Other Disputes</b></p> <p>11.5 In the event that a dispute arises in relation to any other aspect of the Trust, or the Corporate Entities, including, but not limited to, disputes on matters of tikanga, reo, kawa, whakapapa, and kōrero, then that dispute shall be referred in the first instance to the Trustees. All disputes referred to the Trustees in accordance with this clause 11 shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 10 Working Days of the date of receipt of the notice.</p> <p>11.6 Any such dispute shall, in the first instance, be resolved in accordance with a complaints procedure adopted by the Trustees from time to time. If a dispute is not, in accordance with that complaints procedure, settled within 20 Working Days of the receipt by the Trustees of written notice of the dispute, it shall be referred to the Disputes Committee.</p> <p>11.7 The following provisions apply to the Disputes Committee:</p> <p>(a) There shall not be a permanent Disputes Committee. The Disputes Committee shall be appointed by the Trustees on a case by case basis having regard to the precise subject matter of the dispute in question and only after the expiry of the 20 Working Day period referred to in clause 11.6.</p> <p>(b) A Disputes Committee shall comprise three persons, of whom at least one shall be an independent member and no more than two may be Trustees, who shall be appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute.</p> <p>(c) The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it. In the case of a review of an election, the Dispute Committee shall determine whether the successful candidate was duly elected or whether the election for</p>	<p>Existing clause 11 of the Trust Deed contains an existing disputes resolution procedure for disputes between members and the Trust.</p> <p>It also defers to the disputes procedures in the Māori Fisheries Act 2004 which contains rules around the resolution of certain disputes (mostly relating to matters to which that Act relates, such as classification of quota).</p> <p>The proposed additions will add a more general disputes mechanism which will be available to Members in the event of a dispute and will provide for the establishment (when needed) of a Disputes Committee.</p>

Clause(s)	Current wording	Proposed new wording	Comment
		<p>the particular Representative Marae was void and should be conducted again.</p> <p>(d) In dealing with any dispute, a Disputes Committee shall, subject to meeting the requirements of natural justice and tikanga, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with.</p> <p>(e) The findings and decisions of a Disputes Committee shall be final.</p> <p>(f) A Disputes Committee shall give its findings and decision together with reasons in writing to the Trustees and any other party to the dispute. The Trustees shall ensure the person concerned is notified of the Dispute Committee's decision, and the principal reasons for that decision.</p> <p>11.8 In the event that the actions or conduct of a Trustee become the subject of a dispute under this clause:</p> <p>(a) notwithstanding any investigation of the matter by a Disputes Committee, the Trustees may, in accordance with this Deed, resolve to suspend that Trustee (without prejudice to anything in clause 4.2A); and</p> <p>(b) in the event that a Trustee is suspended, the relevant Proxy Trustee shall attend Trustees meetings and exercise any powers and discretions under this Deed as if he or she is the Trustee until such time as the suspension is lifted and the Trustee is reinstated. If the Trustee is removed from office the relevant Proxy Trustee shall replace the Trustee and be recorded as the Trustee for that Representative Marae the balance of the Trustee's term of office.</p>	

**Part 7 - Changes to Schedule 1 relating to Takiwa Executive Committee**

Clause(s)	Current wording	Proposed new wording	Comment
<b>Schedule 1</b>	New clause 8B to be added	<p><b>Failure to Appoint a Trustee, Proxy Trustee or Executive Committee</b></p> <p>8B If an Executive Committee has no members for any reason, including because a Takiwā has failed to hold its annual general meeting or otherwise failed to elect new Executive Committee members, then the Takiwā may, by notice in writing to the Trust, request the Trust to call a general meeting of that Takiwā to elect new Executive Committee members. The Trust shall, as soon as reasonably practicable, call a general meeting of that Takiwā and will provide all reasonable support to assist the Takiwā to facilitate such general meeting to elect new Executive Committee members.</p>	This proposed clause permits the Trust to call a general meeting of that Takiwā (upon written request of that Takiwā) where an Executive Committee for a Takiwā has no members (including because the Takiwā failed to hold an AGM or otherwise failed to elect Executive Committee members). It further requires the Trust to provide support to the Takiwā to facilitate the hui.

**Misc - Correcting minor typographical errors and making other minor drafting improvements to the Trust Deed**

Clause(s)	Current wording	Proposed new wording	Comment
<b>All, where appropriate</b>	N/A	Corrections on minor typographical errors and making other minor drafting improvements made.	As part of the comprehensive review of the current Trust Deed, a range of minor typographical errors have been corrected (such as missing macrons and capitalisations), as well as other minor drafting improvements to the Trust Deed.

## **RESOLUTION 2 – Inclusion of provisions relating to a Trustee Code of Conduct**

Clause(s)	Current wording	Proposed new wording	Comment
<p><b>New clauses 4.22 - 4.24, and new Part D of Schedule 1</b></p>	<p>New clauses 4.22 – 4.24 are to be added to the Trust Deed, along with a new Part D of Schedule 1</p>	<p><b>Code of Conduct</b></p> <p>4.22 The stakeholders of the Trust have a right to expect the business of the Trust to be conducted with efficiency, fairness, impartiality and integrity. Governance of the Trust carries with it a particular obligation to the iwi interest. It requires standards of professional behaviour from Trustees that promote and maintain iwi confidence and trust in the work of the Trust.</p> <p>4.23 Although no one set of rules can answer all ethical questions, the Trustee Code of Conduct provides Trustees with an ethical framework for their future decisions, actions and behaviour. In this regard, it explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour expected of a representative of the Trust.</p> <p>4.24 To meet the expectations on Trustees in the fulfilment of their duties, all Trustees need to follow the principles set out in the Trustee Code of Conduct when carrying out their role.</p> <p><b>Part D of Schedule 1: Trustee Code of Conduct</b></p> <p><b>General principles</b></p> <p>25 Respect for people:</p> <p>(a) Trustees are to treat members of the public and their colleagues fairly and consistently, in a non-discriminatory manner with proper regard for their rights and obligations. In this regard, they should perform their roles in a professional and responsible manner.</p> <p>(b) They must also ensure that their decisions and actions are reasonable, fair and appropriate to the circumstances, based on a consideration of all the relevant facts, and supported by adequate documentation.</p>	<p>Clauses 4.22 to 4.24 provide for the framework of the “Trustee Code of Conduct” which is added to the Trust Deed as Part D of Schedule 1.</p> <p>The principles included in Part D of Schedule 1 set out guiding principles and standards of behavior that are applicable to Trustees.</p> <p>In broad terms they reflect matters included in the general Code of Conduct and provide extra guidance on other provisions included in the Trust Deed for example the conflicts policies (but they do not override the existing conflicts provisions).</p>

Clause(s)	Current wording	Proposed new wording	Comment
		<p>26 Integrity and iwi interest:</p> <p>(a) Trustees are to promote confidence in the integrity of the Trust and always act in the interests of the Trust and not in their private interest.</p> <p>(b) Trustees must protect the reputation of the Trust. They must not engage in activities in or outside of their role in the Trust which could bring the Trust into disrepute.</p> <p><b>Responsive service</b></p> <p>27 Trustees are to provide a relevant and responsive service to their stakeholders, providing all necessary and appropriate direction to the Trust to fulfil the Trust's strategic objectives.</p> <p>28 They must provide information promptly and in an appropriate format that is easy for the recipient to understand, and make sure that the information is clear, accurate, current and complete.</p> <p><b>Economy and efficiency</b></p> <p>29 Trustees must keep up to date with advances and changes in their area of knowledge or expertise and look for ways to improve performance and achieve high standards of service by both the Trustees and the Trust. They must use their authority and available resources and information only for the purpose intended.</p> <p><b>Guide to ethical decision making</b></p> <p>30 To assist in fostering a climate of ethical awareness, conduct and decision-making in of the Trustees, Trustees must consider, either by themselves or in consultation with others such as their peers or the Chairperson, the following five points:</p> <p>(a) Is the decision or conduct lawful?</p> <p>(b) Is the decision or conduct consistent with the Trust's strategic objectives and code of conduct?</p>	

Clause(s)	Current wording	Proposed new wording	Comment
		<p>(c) What will be the outcomes be for the Trustees; colleagues; the Trust; and other parties?</p> <p>(d) Do these outcomes raise a conflict of interest or lead to private gain at Trust expense?</p> <p>(e) Can the decision or conduct be justified in terms of the iwi interest and would it withstand Marae/Hapu scrutiny?</p> <p><b>Conflicts of interest</b></p> <p>31 Conflicts of interest exist when it is likely that a Trustee could be influenced, or could be perceived to be influenced, by a personal interest in carrying out their duty. Conflicts of interest that lead to biased decision making may constitute "something which may jeopardise the credibility of the rest of the Trustees" and therefore be grounds for the termination of the individual Trustee in accordance with the termination policy of this Deed.</p> <p>32 Without prejudice to anything in clause 4.12 to clause 4.15 of this Deed:</p> <p>(a) Some related interests that may give rise to a conflict of interest include but are not limited to:</p> <p>(i) financial interests in a matter the Trust deals with or having friends or relatives with such an interest that the Trustee is aware of but has not declared;</p> <p>(ii) personal beliefs or attitudes that influence the impartiality of advice given;</p> <p>(iii) personal relationships with the people the Trust is dealing with or investigating that go beyond the level of a professional working relationship and which has not been declared;</p> <p>(iv) employment that comprise the integrity of the Trustee and the Trust; and</p>	



Clause(s)	Current wording	Proposed new wording	Comment
		<p>(v) engaging in activities or making adverse comments that relate to the Trust's work.</p> <p>(b) An individual Trustee may often be the only person aware of the potential for conflict. It is therefore his or her responsibility to avoid any financial or other interest that could compromise the impartial performance of his or her role, and disclose any potential or actual conflicts of interest to the Chairperson.</p> <p>(c) If a Trustee is uncertain whether a conflict exists or may exist, he or she should declare that interest or potential interest to the other Trustees in accordance with clauses 4.12 to 4.15 of this Deed.</p> <p><b>Acceptance of gifts or benefits</b></p> <p>33 Without prejudice to anything in clause 4.16 to clause 4.18 of this Deed:</p> <p>(a) Trustees must not accept a gift or benefit that is intended to, or likely to, cause them to act in a biased manner in the course of their duties;</p> <p>(b) the Chairperson may approve the acceptance of token gifts or benefits under certain circumstances provided that there is no possibility that the recipient might be, or might appear to be, compromised in the process;</p> <p>(c) it is acknowledged that the receiving of gifts is particularly important in a tikanga Maori context where the refusal of a gift could cause significant offence to the party giving, this needs to be sensitively managed; and</p> <p>(d) Trustees will immediately advise the Chairperson if they believe they have been offered a bribe or if they have been offered or received a favour or benefit. Trustees dealing with or having access to sensitive investigations or commercially sensitive information should be particularly alert to inappropriate attempts to influence them.</p> <p><b>Discrimination and harassment</b></p>	

Clause(s)	Current wording	Proposed new wording	Comment
		<p>34 Trustees must not harass or discriminate against their colleagues, employees, or members of the public on the grounds of:</p> <ul style="list-style-type: none"> <li>(a) Sex, which includes pregnancy and childbirth.</li> <li>(b) Marital status.</li> <li>(c) Religious belief.</li> <li>(d) Ethical belief.</li> <li>(e) Colour.</li> <li>(f) Race.</li> <li>(g) Ethnic or national origins.</li> <li>(h) Disability.</li> <li>(i) Age.</li> <li>(j) Political opinion.</li> <li>(k) Employment status.</li> <li>(l) Family status.</li> <li>(m) Sexual orientation.</li> </ul> <p>35 The Chairperson will make sure that the Trustees operate in a manner free from all forms of harassment and discrimination.</p> <p><b>Fairness and equity</b></p> <p>36 Matters being considered by Trustees must be dealt with consistently, promptly and fairly. This involves dealing with matters in accordance with approved procedures, in a non-discriminatory manner, and in conformity with the</p>	

Clause(s)	Current wording	Proposed new wording	Comment
		<p>principles of natural justice, and the values of the Trustees.</p> <p>37 When using any discretionary powers, Trustees must ensure that they take all relevant facts into consideration, have regard to the particular merits of each case, and not take irrelevant matters or circumstances into consideration.</p> <p><b>Public comment on the work of the Trust</b></p> <p>38 Public comment by Trustees includes public speaking engagements, comments on radio and television or in letters to newspapers, and expressing views in books, journals or notices if it is expected that the comments will spread to the community at large.</p> <p>39 Trustees, as individual members of the iwi, have the right to make public comment and enter into public debate on political and social issues. However, there are some circumstances in which this is inappropriate. For example, situations when the public comment, although made in a private capacity, may appear to be an official comment on behalf of the Trust. In such circumstances, Trustees must preface their remarks with a comment that they are made in a private or and do not represent the official view of the Trust.</p> <p>40 Trustees should follow the procedures established by the Trust for making public comment on the work of the Trust. As a general rule, they can disclose official information that is normally given to members of the public seeking that information, but should only disclose other official information or documents when:</p> <p>(a) in the course of their duties;</p> <p>(b) when proper authority has been given;</p> <p>(c) required to, or authorised, do so by law; or</p> <p>(d) when called to give evidence in court.</p> <p>41 In these cases, comments made by Trustees should be confined to factual information and should not, as far as</p>	

Clause(s)	Current wording	Proposed new wording	Comment
		<p>possible, express an opinion on Trust policy or practice unless required to do so by the circumstances of the particular situation (for example, when asked to do so in court).</p> <p><b>Post engagement</b></p> <p>42 Trustees must not use their position to obtain opportunities for future employment. They should not allow themselves or their role to be influenced by plans for, or offers of, employment. If they do, there is a conflict of interest and the integrity of the Trustee and the Trust is at risk.</p> <p>43 Former Trustees must not use, or take advantage of, confidential information that may lead to gain or profit obtained in the course of their official duties until it has become publicly available.</p> <p>44 All Trustees must be careful in their dealings with former Trustees of the Trust and make sure that they do not give them, or appear to give them, favourable treatment or access to privileged information.</p> <p><b>Interpretation</b></p> <p>45 In the event of any inconsistency between the provisions of this Trustee Code of Conduct and the provisions of the Deed, the provisions of the Deeds shall prevail.</p>	

### **RESOLUTION 3 - Changes relating to suspension and removal of Trustees**

<b>Clause(s)</b>	<b>Current wording</b>	<b>Proposed new wording</b>	<b>Comment</b>
<b>Clause 4.2 to 4.3 (Trustee matters)</b>	<p><b>Cessation of office of Trustee</b></p> <p>4.2 Any person shall cease to be a Trustee if he or she:</p> <p>(a) is required to retire from office in accordance with Schedule 1, provided that a Trustee is eligible for reappointment, and there shall be no restriction as to the number of times that a person is eligible for reappointment;</p> <p>(b) resigns as a Trustee by giving notice in writing to the Trust;</p> <p>(c) fails or neglects to attend three consecutive meetings of the Trustees without leave of absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such nonattendance;</p> <p>(d) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee;</p> <p>(e) commits an act of bankruptcy or is an undischarged bankrupt; or</p> <p>(f) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005; or</p> <p>(g) dies.</p> <p>4.3 The Trustee concerned shall cease to hold office:</p> <p>(a) in a case where clause 4.2(a) applies, on the date specified in Schedule 1;</p> <p>(b) in a case where clause 4.2(b) applies from the date the notice of retirement shall have been delivered to the Trust;</p>	<p><b>Cessation of office of Trustee</b></p> <p>4.2 Any person shall cease to be a Trustee if he or she:</p> <p>(a) is required to retire from office in accordance with Schedule 1, provided that a Trustee is eligible for reappointment, and there shall be no restriction as to the number of times that a person is eligible for reappointment;</p> <p>(b) retires as a Trustee by giving written notice to the Trust;</p> <p>(c) is absent from three consecutive ordinary meetings of the Trustees (whether or not that Trustee has good reason or has the prior permission of the Trustees);</p> <p>(d) ceases to fulfil the requirements set out in this Deed;</p> <p>(e) refuses to act in accordance with a decision of the Trustees taken in accordance with the provisions of this Deed;</p> <p>(f) ceases to be of sound mind;</p> <p>(g) becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made;</p> <p>(h) commits an act of bankruptcy or is an undischarged bankrupt;</p> <p>(i) ceases to qualify as an officer of a charitable entity under section 16 of the Charities Act 2005;</p> <p>(j) is convicted of an offence which carries a maximum penalty of three years imprisonment;</p> <p>(k) dies; or</p> <p>(l) is removed from office following the suspension of the Trustee pursuant to paragraph (c) of clause 4.2A of this Deed.</p>	<p>Clauses 4.2 to 4.3 set out rules relating to the appointment of trustees.</p> <p>The clauses will be expanded to include processes for the suspension and removal of a Trustee from the Trust where the Trustee has breached the Code of Conduct.</p> <p>The proposed wording also includes new "causes for termination" categories (such as where the person is convicted of certain offences or refuses to act in accordance with a decision of the Trustees) as well as clarifies other current "causes for termination" categories.</p>

Clause(s)	Current wording	Proposed new wording	Comment
	<p>(c) in the case where clause 4.2(c) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and</p> <p>(d) in cases where clauses 4.2(d) to 4.2(f) apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require. Should a vacancy reduce the number of Trustees below 7 and where no Proxy Trustee is available to fill any of the relevant vacancies in accordance with Schedule 1, the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under clause 4.2(a)) shall continue to act until that vacancy has been filled.</p>	<p>4.2A A Trustee may be suspended from office as follows:</p> <p>(a) A Trustee may be suspended from office, and no longer be eligible to attend Trustee meetings or continue to exercise any powers under this Deed as a Trustee, should 75% of the remaining Trustees pass a resolution (otherwise in accordance with clause 4.6) that they are concerned, on reasonable grounds, that the actions of the Trustee have breached the Trustee Code of Conduct and in doing so have resulted in a material detriment to the Trust. Any such resolution, together with the reasons for the Trustees' concerns, must be set out in writing and signed by the Trustees passing the resolution.</p> <p>(b) Following the suspension of a Trustee in accordance with paragraph (a) of this clause 4.2A, the remaining Trustees shall promptly seek independent legal advice regarding the decision to suspend the Trustee. In doing so, both the suspended Trustee and the remaining Trustees shall have the right to make a written submission to the relevant legal advisor setting out their views.</p> <p>(c) Should the review carried out in accordance with paragraph (b) of this clause 4.2A of the decision to suspend a Trustee conclude that, in the opinion (which shall be in writing and accompanied by reasons supporting the conclusions reached) of the relevant legal advisor):</p> <p>(i) the actions of the suspended Trustee have breached the Trustee Code of Conduct, and in doing so have resulted in a material detriment to the Trust, then the suspended Trustee shall be removed from office if 75% of the remaining Trustees pass a resolution (otherwise in accordance with clause 4.6) to that effect with 20 Working Days of the receipt of the opinion of the relevant legal advisor (and if no such resolution is made within that period the suspension of the Trustee shall cease and the Trustee shall be entitled to exercise their powers under this Deed as a Trustee from the end of that 20 Working Day period); or</p>	

Clause(s)	Current wording	Proposed new wording	Comment
		<p>(ii) the actions of the suspended Trustee have not breached the Trustee Code of Conduct in a manner which has resulted in a material detriment to the Trust, then the suspension shall cease and the Trustee shall be entitled to exercise their powers under this Deed as a Trustee from the date that decision is notified to the Trustees.</p> <p>(d) At any point during the suspension of a Trustee, the remaining Trustees may resolve, by a 75% majority (but otherwise in accordance with clause 4.6), to remove the suspension and re-instate a suspended Trustee. Should a suspended Trustee be re-instated under this paragraph, or as a result of paragraph (c)(ii) of this clause 4.2A, there shall be no right of recourse or challenge in relation to the decision to suspend the Trustee and any decisions taken by the remaining Trustees during the period of the suspension shall not be invalidated as a result.</p> <p>4.3 The Trustee concerned shall cease to hold office:</p> <p>(a) in a case where clause 4.2(a) applies, on the date specified in Schedule 1;</p> <p>(b) in a case where clause 4.2(b) applies, from the date the notice of resignation shall have been delivered to the Trust;</p> <p>(c) in the case where clause 4.2(c) applies, from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave;</p> <p>(d) in cases where clauses 4.2(d) to 4.2(k) apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require; and</p> <p>(e) in a case where clause 4.2(l) applies, from the date on which the Trustees were notified of the relevant decision,</p> <p>and should a vacancy reduce the number of Trustees below seven and where no Proxy Trustee is available to fill any of the relevant</p>	

Clause(s)	Current wording	Proposed new wording	Comment
		vacancies in accordance with Schedule 1, the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustee who shall cease to be a Trustee under clause 4.2(a)) shall continue to act until that vacancy has been filled.	

Clause(s)	Current wording	Proposed new wording	Comment
<b>Clause 4.3B</b>	New paragraph (f) to be added to existing clause 4.3B	<b>Trustee skills and duties:</b>  4.3B A Trustee shall:  (f) always be accountable to the other Trustees for their actions and or inactions.	New paragraph (f) is to be added to the existing clause 4.3B, confirming that a Trustee will always be accountable to the other Trustees for his her actions or inactions.