

**NOTICE OF MEETING**

**Joint Shareholders' Committee**

**Date:** Tuesday 19 October 2021

**Time:** 8.30 am

**Venue:** Join Zoom Meeting

<https://us02web.zoom.us/j/88336536435?pwd=YnM3dXFoSTd4M2Q4TExmSFF1eDVxUT09>

Meeting ID: 883 3653 6435  
Passcode: 503450





## **MEMBERSHIP**

### **Members**

Tasman District Council  
Mayor T King  
Deputy Mayor S Bryant  
Cr B Dowler  
Cr K Maling  
Cr C Mackenzie  
Cr D Ogilvie

Nelson City Council  
Mayor R Reese  
Deputy Mayor J Edgar  
Cr M Courtney  
Cr B McGurk  
Cr G Noonan  
Cr R Sanson

### **In Attendance:**

Janine Dowding CE TDC  
Mike Drummond Group  
Manager Finance TDC  
Christina Ewing Executive  
Assistant Finance

Pat Dougherty CE NCC  
Nikki Harrison Group Manager  
Corporate Services NCC  
Tanya Robinson Strategic  
Advisor Community Services  
NCC

(Quorum 6 members) 3 from each council.

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## **AGENDA**

**1 OPENING, WELCOME, KARAKIA**

**2 APOLOGIES AND LEAVE OF ABSENCE**

**Recommendation**

**That apologies be accepted.**

**3 DECLARATIONS OF INTEREST**

**4 CONFIRMATION OF MINUTES**

**That the minutes of the Joint Shareholders Committee meeting held on Tuesday, 24 August 2021, be confirmed as a true and correct record of the meeting.**

**5 PRESENTATIONS**

Nil

**6 REPORTS**

6.1 Port Nelson Limited - final Statement of Corporate Intent 2022-2024..... 6

6.2 Tasman Bay Heritage Trust - Trustee Remuneration 2021-22 ..... 29

**7 CONFIDENTIAL SESSION**

7.1 Procedural motion to exclude the public..... 139

7.2 New Director Appointments - Port Nelson Limited ..... 139

**6 CLOSING KARAKIA**

## 6 REPORTS

### 6.2 PORT NELSON LIMITED - FINAL STATEMENT OF CORPORATE INTENT 2022-2024

Decision Required

**Report To:** Joint Shareholders Committee  
**Meeting Date:** 19 October 2021  
**Report Author:** Mike Drummond, Group Manager - Finance  
**Report Number:** RJSC21-10-1

#### 1 Summary

- 1.1 The Joint Shareholders' Committee has responsibility for jointly owned Council Controlled Trading Organisations (CCTO) and Council Controlled Organisations (CCO) including delegations to approve Statements of Corporate Intent.
- 1.2 The Port had until 1 October to deliver the final Statement of Corporate Intent (SOCI) to the Shareholders for 2020/2021. This requirement has been met.
- 1.3 The Ports final Statement of Corporate Intent (SOCI) is publicly available on their website in accordance with the requirements of the Port Companies Act.
- 1.4 The Committee previously advised the Port Company Board that there were no changes required or matters to be addressed after it reviewed the companies draft Statement of Corporate Intent. The final Statement of Corporate intent has been revised and updated. There are no material changes.

#### 2 Draft Resolution

##### That the Joint Shareholders Committee

1. receives the Port Nelson Limited - final Statement of Corporate Intent 2022-2024; and
2. notes the delivery of the Port Nelson Ltd final Statement of Corporate Intent 2022-2024; and
3. agrees to the Port Nelson Ltd final Statement of Corporate Intent 2022-2024 (attachment 1)

### **3 Purpose of the Report**

- 3.1 The purpose of this report is to formally acknowledge receipt and agree to the Port Nelson Limited; final Statement of Corporate Intent 2022 to 2024.

### **4 Background and Discussion**

- 4.1 Under the Port Companies Act, Port Nelson Limited is required to complete a Statement of Corporate Intent (SOI) on an annual basis no later than 1 August each year. This requirement has been met. Shareholders had until 1 September to consider the SOI and provide comments to the Company.
- 4.2 The Company has until 1 October to deliver the final SOI to the Shareholders. This requirement has been met.
- 4.3 The timeline is different to other Council Controlled Organisations, which are covered by the Local Government Act. The minimum contents of the SOI, as required by the Port Companies Act, are a subset of those required under the Local Government Act.
- 4.4 The Company must make the final Statement of Corporate intent available to the public within one month of delivery to shareholders. The final SOI is now available on the Port Nelson website.
- 4.5 The final SOI is included as **attachment 1**.
- 4.6 The SOI has been checked for compliance with the statutory requirements and there are no matters to bring to the attention of the Committee. In addition, the SOI has been considered in light of the matters set out in the Statement of Expectation (**attachment 2**) and the Officer's comments are set out in sections 4.7 – 4.9 below. There were no expectations specific to the Port this year.
- 4.7 The Our performance in 2021 section has been updated for the 2021 with very minor changes to align with the Company's Annual Report. A reference to the holding company establishment has been added on page 8 of the SOI.
- 4.8 The performance targets (measures) for the 2022 year are set out on pages 18 and 19 of the SOI. These are ordered under the five pillars. The five pillars comprise Customers, Environment, People, Community, and Shareholders. The prior year comparisons included in the draft SOI have been discontinued, there have been minor updates to the Shareholder Performance Targets including a change to the Return on Assets measure, NPAT/Total Assets being replaced with EBIT/Total Assets as the return measure.
- 4.9 The prospective Summary Financial Statements for 2021-2024 on pages 26-28 remain unchanged.
- 4.10 Proposed dividend distributions remain in the range of \$4m-\$5m per annum. Dividends paid to the shareholders are not less than 50% of net profit after tax. For the 2022 Year EBITDA of \$26m rising to \$27m in 2023 and 2024. NPAT of \$8.6m in 2022 rising to \$10m in 2023 and back to \$9m in 2024. The performance target is a Return on Equity of 3.3%. and Net debt to Equity of <45%.
- 4.11 There were no areas brought to the attention of the Committee in the draft Statement of Corporate Intent.

**5 Options**

- 5.1 **Option 1 (recommended)** – receiving and agreeing to the final Port Nelson Limited Statement of Corporate Intent.
- 5.2 **Option 2** - to not agree to the final Port Nelson Limited Statement of Corporate Intent. If the Committee does not agree to the SOCI then shareholders must take steps under Clause 11 of Port Companies Act 1988 to require the SOCI to be modified. Exercising this option would be inconsistent with the Committee’s previous decision to agree to the draft Statement of Corporate Intent.

<b>Considerations for Decision Making</b>	
<b>1.</b>	<p><b>Fit with Purpose of Local Government</b></p> <p>A Port Company must have a SOCI under section 8 of the Port Companies Act 1988 so this is a legal requirement not a Council Policy.</p>
<b>2.</b>	<p><b>Consistency with Community Outcomes and Council Policy/Legal requirements</b></p> <p>The recommendation supports the Community Outcome that “we will be a transparent and respectful part of our community, strengthening its wellbeing”.</p>
<b>3.</b>	<p><b>Strategy and Risks</b></p> <p>This is a routine decision and there are no strategic matters or risks that the Joint Shareholders’ Committee needs to consider in making this decision.</p>
<b>4.</b>	<p><b>Financial Impact/Budgetary Implications</b></p> <p>There are no budgetary or financial implications arising from this decision. The shareholding Councils will incorporate the revised dividends into their 2021-2031 Long Term Plans.</p>
<b>5.</b>	<p><b>Degree of Significance and Level of Engagement</b></p> <p>This decision is considered to be of low significance in terms of Council’s Significance and Engagement Policy as receiving, providing feedback on the Port SOCI is an annual legal requirement, and Shareholders have the ability to influence the direction of the Company regularly.</p> <p>The Council is not required to undertake consultation or engagement on the SOCI.</p>
<b>6.</b>	<p><b>Climate Impact</b></p> <p>The decision has no climate impact.</p>
<b>7.</b>	<p><b>Inclusion of Māori in the Decision-Making Process</b></p> <p>No engagement with Māori has been undertaken in preparing this report.</p>

## 8. Delegations

The Joint Shareholders' Committee' has the responsibility for considering the PNL SOCI. It also has the power to decide or to make a recommendation to the Councils on this matter. This is provided for in their delegations which state:

### **Areas of Responsibility**

*All matters relating to jointly owned Council Controlled Organisations and Council Controlled Trading Organisations, including Statements of Intent, Statements of Corporate intent, half-yearly reports, and the appointment of directors and setting of director fees.*

### **Powers to Decide**

*All matters relating to jointly owned Council Controlled Organisations and Council Controlled Trading Organisations, including Statements of Intent, Statements of Corporate Intent, half-yearly reports, and the appointment of directors and setting of director fees.*

## 6 Conclusion

- 6.1 Port Nelson Limited has submitted the final Statement of Corporate Intent as required by the Port Companies Act. The draft SOCI was agreed to by the Committee, and therefore staff recommend that the Committee now formally agree to this final version.

## 7 Next Steps / Timeline

- 7.1 If the SOCI is agreed to, it will be published on each shareholding Council's websites within one month of adoption by the committee.

## 8 Attachments

- |    |   |    |
|----|---|----|
| 1. | Port Nelson Limited - final Statement of Intent 2022-24 | 10 |
| 2. | Port Nelson Limited 2021 Statement of Expectation       | 26 |



# Statement of Corporate Intent

For the period from 1 July 2021 to 30 June 2024



**PORT NELSON**





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# Introduction

## About this Statement

This Statement of Corporate Intent (SCI) is submitted by the Board of Directors of Port Nelson Limited in accordance with Section 9 of the Port Companies Act 1988.

It sets out the Board's overall intention and objectives for Port Nelson Limited for the year commencing 1 July 2021 and the following two financial years.

Throughout the SCI, Port Nelson Limited is referred to as "Port Nelson" or "the Company."

Port Nelson Limited is a subsidiary of Nelson City Council (referred to as "NCC" or "the shareholder") and Tasman District Council (referred to as "TDC" or "the shareholder").

## About Port Nelson

Port Nelson is the maritime gateway for Te Taihū – a vital hub for economic activity and a key stakeholder in our region's continued growth and prosperity.

From modest beginnings in the early days of European settlement in Nelson, Port Nelson has welcomed commercial operators and visitors to the region for over 170 years.

Starting with sawn timber, wool, and apple exports in the late 1850s, major export commodities from Te Taihū today include forestry products (logs, sawn, and processed lumber), seafood, pip fruit, and wine. Port Nelson is also the largest seafood processing Port in Australasia, supporting and catering to the needs of some of New Zealand's leading seafood companies and associated fishing fleets.

A third of the cargo through the Port is imported, primarily fuel, empty containers and vehicles.

Port Nelson creates value for its stakeholders by providing a suite of marine, cargo handling, warehousing, logistic, slipway, and property portfolio services.

Marine services include – pilotage, towage, navigation aids, and the berthing, and departure of vessels. The Port operates three tugs and maintains a dredged channel to allow vessels up to 260m in length to access the Port. Cargo handling services include the unloading, temporary storage, and loading of many forms of cargo including containers, logs, cars, fertiliser, cement, methanol, and fuel.

Warehousing and logistics services are provided through our QuayConnect and QuayPack businesses. QuayConnect works with on-site partner QuayPack to offer integrated transport and third-party logistics (3PL) storage solutions to our customers. The Port utilises 23,000m<sup>2</sup> of British Retail Consortium accredited storage facilities, at the Patterson Logistics Centre, New Zealand's largest on-port storage facility, and has a dedicated and scheduled trucking service. QuayConnect enables the efficient connection of products to market.

Port Nelson's scope of services also includes slipway services for vessels up to 2,400t. This facility supports one of New Zealand's strongest marine engineering clusters.

In addition, the Port has over 235,000 m<sup>2</sup> of commercial land that it develops and leases to support the fishing, marine services, and other export-related industries.

## Port Nelson's Purpose

Port Nelson's purpose is "to facilitate regional prosperity/kia āhei ki te kōkiri whakamua ki te taumata ā-rohe".

Commercial success is critically important to the Port, and enables a fair return to our shareholders for the funds invested and enables the Port to sustain and modernise its infrastructure. At the same time, without regional customers who can be competitive in national and international markets and without a safe and motivated Port Nelson Team, the Port would not be in business. Overlaying these drivers and stakeholders recognise the legacy and inter-generational responsibilities that the Port has to the Te Taihū community and the environment.

The Port has five key stakeholders which are equally considered in all business decisions of the Port.

The Stakeholders and our foundation goals related to each are shown below:

Port Nelson is the maritime gateway for Te Taihū - a vital hub for economic activity.

**Purpose:**  
To facilitate regional prosperity  
Kia āhei ki te kōkiri whakamua ki te taumata ā-rohe





# Our Performance in 2021

Refer to Port Nelson's 2021 Financial Statements & Disclosures at [portnelson.co.nz](http://portnelson.co.nz) for the Ports 2021 performance results

2021 was marked by severe disruptions to the supply chain as the impacts of COVID-19 continued to reverberate globally. Locally, the region also experienced a severe weather event on boxing day, causing a \$100mil loss for the pipfruit industry.

These impacts included shipping disruptions, inconsistency of container supply for exporters, lack of space on container vessels, dramatic increases in shipping costs, and labour shortages. Locally, the region experienced a severe weather event on boxing day, causing a \$100mil loss for the pipfruit industry. This was followed by wind, frost, and rain events that damaged the 2021 grape harvest throughout Te Taihupo.

The brunt of these impacts has been felt by the region's exporters and the Port fully empathises with the difficulties they have been experiencing.

Managing the disrupted shipping and supply chain placed significant pressure on the Port Team. We are proud of the way our people adapted and worked through the challenges. The Port was also able to push through a number of key growth and improvement initiatives this year, including:

- Committing to a carbon reduction programme using science-based initiatives that contribute to keeping global warming below 2 degrees
- Achieving a dramatic reduction in all Health & Safety incident statistics
- Promoting and enabling the possibility of a Science and Technology Precinct at the 'front door' of Nelson City

- Establishing the opportunity to redevelop the slipway operation in Nelson for the benefit of the local marine engineering cluster
- Obtaining approval to establish a holding company to support the Port and Airport in accessing more effective borrowing facilities
- Completing the \$20m Main Wharf North redevelopment and procurement of a new crane and new style of full container mover

A review of the year's performance is covered below through each of our stakeholder lenses.

## Our Customers

A frustrating year for many. The demand for both exports and imports was strong, however the lack of both ships and equipment saw cargo volumes across the Port drop.

- Total cargo was 3.3 million tonnes; down 3.4% on budget
- Container numbers were 103,000; down 13% on budget

The drop-in container volumes particularly impacted the apple and wine exporters.

On the positive, log exports were strong with exporters buoyed by strong log export prices, largely driven by demand in China.

Operational efficiency at the Port was severely impacted by ship omissions and delays. This required our container terminal operators and stevedores to continually reorganise the terminal and depot to meet the needs of the ever changing shipping schedule.

Disruption to supply chains also provided opportunities. The Port's logistics and warehousing operations, QuayPack and QuayConnect, were active in supporting customers respond to the delays in shipping and in sourcing alternative routes to market. New technologies implemented in QuayConnect were critical in this responsiveness.

## Our Environment

The Port announced its environmental and sustainability strategy during the year, adopting science-based targets that established an objective to reduce the Port's carbon footprint by over 42% over the next 15 years. The Port identified four key environmental strategies and drafted 3-5 year action plans for each strategy.

The Port commenced a stormwater upgrade of the log yard area to improve the capture of bark debris.

Other environmental initiatives included the purchase of replacement plant, which is estimated to be 40% more fuel-efficient and has 50% less tyre burn than the previous plant, and the commencement of a dust reduction project for the log yard area.

Noise management stemming from port operations continued to be prioritised, with the Port investing in infrastructure and equipment to lessen these issues. No significant noise events were generated by the Port during the year.

## Our People

COVID-19 protocols and requirements placed a heavy load on many of the Port Teams. Approximately 100 of our people are in the mandatory COVID testing regime, with a number of these facing weekly rather than fortnightly tests. The compliance of our team has been outstanding and is a credit to them.

Port operations around vessels have continued under COVID level 3 or 4 conditions throughout the year and the Port is confident, but not complacent, in the security of this critical border for our community.

Vaccination rates at the Port compare favourably with other Port operations around New Zealand.

A major push on reducing Health & Safety incidents proved successful with dramatic reductions, this was particularly in our stevedoring area which poses the highest level of risk to our people. The Port also completed a review of its Critical Risks (risks that could kill or main a worker) and undertook 44 detailed reviews in these areas.

The Port has also fully reviewed its health & safety system against the International Standard ISO 45001. Improvement projects are underway to address any shortfalls.







activities, and four highly-in-demand Port tours throughout the event.

The Port paid \$4mil in dividends to Nelson City Council and Tasman District Councils during the year.

The Port has also been a strong advocate and leader for the redevelopment of Nelson's slipway facilities. A package has been put together with central government, Nelson City Council, the local marine industry, and the Port, to fund and support the development. At the close of the year, we are positive of a construction start in the new financial year.

### Our Shareholders

Coming into the year, the Port envisaged a slow recovery due to the impact of COVID-19. As a result, we forecast our smallest profit budget for five years. Due to the lower cargo volumes, revenue was below budget, however the Port put considerable effort into cost reduction and deferral of costs to future years. A reduction in insurance costs and most significantly deferral of maintenance costs to future years has resulted in the Port delivering a strong profit for 2021. The final result will be finalised post audit. At the time of providing this statement, the forecast 2021 Net Profit After Tax (NPAT), excluding investment property revaluations of \$3.9 million is \$9.1 million.

Port Nelson continues to invest in critical infrastructure for the sustainability of regional Port services. At a cost of \$9.8mil, a new replacement crane was commissioned in December 2020. Work on replacing and strengthening 100m of Main Wharf North has been completed. Further work to the surrounding area of the wharf is expected to be completed by the end of July 2021.

Property investment remains a critical part of the Port's strategy. Accordingly, the Port explored several opportunities to grow its property portfolio during the year and announced the Science and Technology Precinct development. This project, promoted in association with Cawthron Institute, and supported by Nelson City Council, is an exciting initiative that will hopefully lead to the introduction of new businesses to the region that are focused on the science and technology sector.

The Port's shareholders announced the establishment of a holding company in response to a proposal from the Port. The initiative will provide Port Nelson and Nelson Airport access to lower cost of funding.

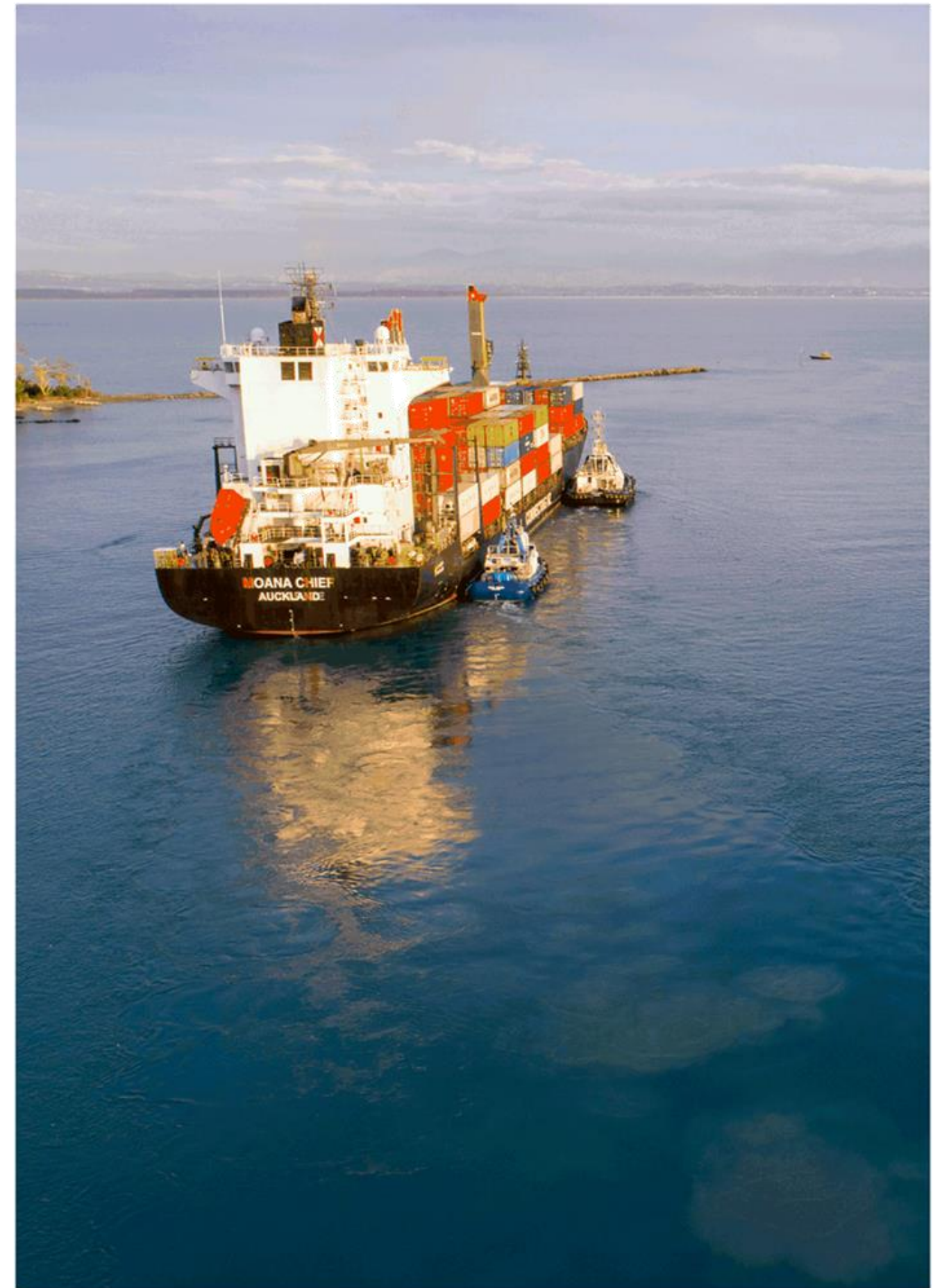
### Our Community

Engaging with Te Taihū iwi has been a priority for the Port this year. While a respectful relationship with iwi has existed for many years, the Port sees an opportunity to engage in a more sustained and holistic manner rather than focusing on major events.

Sponsoring community events is important to the Port. Our areas of focus for sponsorship are marine related community and environmental sustainability activities, community events and charities that reflect the Port's key platforms, and initiatives that encourage business innovation particularly in the export sector.

This year sponsorship recipients included: Hearing Nelson's School Dangerous Decibel Workshops, Nelson Tasman Chamber of Commerce: Port Nelson Export Hub, Maitahi Outrigger Canoe Club's radio equipment, Navy Cadet's new rescue boat, as well as roll-over sponsorships such as the Haulshore trapping programme, Port Nelson's charity golf tournament in aid of LifeLine and QuayConnect's key backing of the Marlborough Wine Show.

Due to COVID-19, Port Nelson was unable to hold its public open day. However, the Port did hold a smaller event as part of Tuku 21 Whakatū Heritage Month. The Port displayed a historical exhibition, had family







# Looking Forward



"We work to be a smart regional Port serving the Te Taihū region"

Port Nelson has a very clear view of its role as a Port company. We work to be a smart regional Port serving our natural catchment, Te Taihū, in a sustainable manner while providing strong and consistent dividends.

Five foundation goals drive the business:

- **Provide leading port and logistics operations and drive supply chain innovation** – keep getting better and more efficient at what we do.
- **Improve our environment** – work to reduce the impact we make on the environment, both carbon emissions and non-carbon impacts.
- **Build and keep safe a high-performing team** – our team arrives at work motivated and equipped to excel and returns home safely.
- **Improve our community** – we will be a transparent and respectful part of our community, strengthening its wellbeing.
- **Deliver strong returns to our shareholders** – our returns will be fair (appropriate return on assets); sustained (ensure that the infrastructure and technology is optimal); and predictable (diversified, to enable our shareholders to manage their budgets).

Our three year objectives are:



"We will be a transparent and respectful part of our community, strengthening its wellbeing."





## 2022

The 2022 year will reflect many of the challenges that we saw in 2021.

Shipping disruption and container supply constraints will continue to be issues. Availability of space on container vessels and the high cost of exporting will also be a challenge for exporters. Adding to this risk at the waterfront will be the possibility of disruption due to labour constraints arising from the general shortage of labour in the country and the added pressure that COVID testing and compulsory vaccinations are placing on that labour.

Like many in our community, the Port Team goes into the new financial year with a level of fatigue from the challenges of the last year. Team wellbeing and its implications on safety will be a high priority for the Port this year.

Offsetting the COVID related frustrations, the Port has numerous exciting growth and improvement initiatives planned for the year; these include:

### Our Customers

- Improving the efficiency of the logistics link between Nelson and Marlborough, primarily for the benefit of the wine industry, while also improving resilience and reducing carbon emissions
- Efficiency and safety improvement in the stevedoring of logs
- A survey of export customers and shipping lines to obtain feedback on services and required improvements
- Implementation of two technology projects. One to improve container yard efficiency and one to improve export customer visibility of the logistics chain

### Our Environment

- Commencing operator education programmes and monitoring to reduce carbon emissions
- Scoping of a healthy harbours initiative
- Improved noise monitoring and operator feedback systems

### Our People

- Embedment of critical risk management in the operational businesses
- Embedment of fatigue risk management in the operational businesses
- Two team engagement surveys
- Major event emergency response planning and drill

“The Port has numerous exciting growth and improvement initiatives planned for the year.”

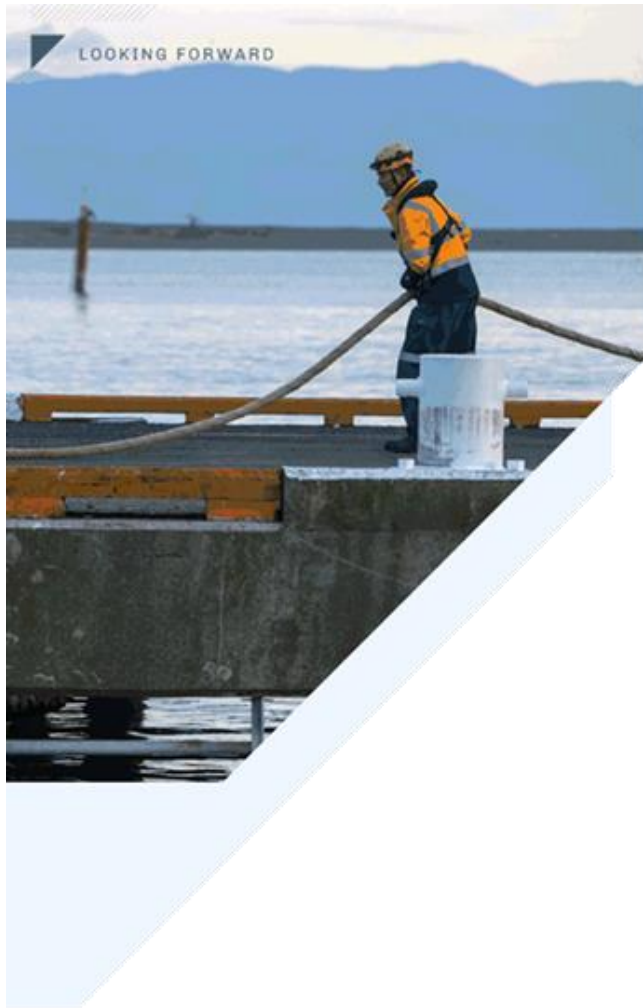
### Our Community

- Develop and agree an iwi engagement and Te Ao Māori plan
- Commence the slipway redevelopment programme
- Maintain a safe Port from a COVID perspective

### Our Shareholders

- Technology platform established for an asset management approach to maintenance
- Holding company for PNL and NAL established to access cost-effective funding
- Science & Technology Precinct Master Plan and feasibility completed, with first tenant commitment
- Long term Strategic Plan and Infrastructure Master Plan completed
- Economic improvement plans established; targeted at lifting Return on Assets





## Shareholder Letter of Expectations

Specific matters referred to in the Shareholders' Letter of Expectations, but not directly addressed elsewhere in this Statement are covered below:

**Compliance with legislation and reporting on health and safety matters must be given due emphasis:** The Port's H&S systems are fully compliant with legislation and are being developed to achieve higher standards through adopting the international standard, ISO45001. The Port regularly undertakes external audits and has a robust internal audit process.

**Sustainability:** In adopting the science-based target initiative approach to emissions reduction, Port Nelson looks at carbon reduction through three lenses. Scope 1 deals with fuel and Scope 2 with Electricity. By the end of 2022 we are targeting a 9% reduction in Scope 1 and 2 fuel use from 2019. This will initially come from operator education and plant optimisation, as well as recognition that electricity supply comes from renewable resources. Scope 3 can be split into two components: company controlled matters such as travel and waste – in these areas we are looking at a 2% reduction from 2019. The second component

is influencing the decisions of our suppliers and customers – in this area we are focusing on our key supplier areas and seeking to support, then monitor their emissions.

**Capital expenditure and asset management intentions:** The capital budget for 2022 is \$18m. Key areas of investment include: the Nelson Slipway redevelopment; log yard paving and the upgrade of environment management facilities; purchase of land and buildings; pavement strengthening; and investment in technology. Maintenance expenditure for 2022 is forecast to be \$3.8m. This is up on the previous year, reflecting the deferral of work from that year. A key focus for the year is establishing a technology platform that will enable maintenance to move from a reactive to a planned nature, with the objective of reducing long-term maintenance costs.

**Risk management – including natural hazards and climate change:** The Port maintains a current risk management schedule and reports on risk matters each month to the board, with a quarterly overview. 'Deep dives' are undertaken at each board meeting into key risks. Reporting on climate change risks, both the potential impact on business trading operations and direct impacts on the Port's infrastructure, will commence in the 2021 Annual Report. Natural hazard risks form part of the risk matrix. Significant work has been undertaken in 2021 to understand exposures. This information is feeding into our capital and maintenance planning and will be a key part of our Infrastructure Master Plan.

**Relationship of Māori and their culture and traditions related to decisions that affect land or water:** Through the Resource Management Act consultation process the Port has engaged with iwi on historic matters related to land and water. With the Port's refreshed approach to iwi engagement, the Port will be looking for earlier engagement with iwi related to wider matters than impacts on land and water.

**Challenges of COVID-19 and the likely economic downturn:** This Statement has addressed both the impact of COVID on the Port's people and the detrimental impact that COVID related matters will have on the Port's financial performance.





# Performance Targets

For the three year period July 2021 to June 2024

The performance targets are presented as an annual measure of our progress against each key stakeholder outcome.

Performance Measure	FY2022
<b>Customers</b>	<ul style="list-style-type: none"> <li>Cargo Volumes of 3.3mil revenue tonnes</li> <li>Container Throughput of 111,000 TEU</li> <li>Vessel Visits of 781</li> <li>Average container crane rates exceed 21.4 moves per hour</li> <li>Customers engagement survey exceeds 70% satisfaction score</li> </ul>
<b>Environment</b>	<ul style="list-style-type: none"> <li>A 9% gross reduction on FY19 Scope 1 and 2 carbon emissions</li> <li>A 2% gross reduction on FY19 levels in scope 3 carbon emissions (controlled by PNL)</li> <li>Maintaining Port Nelson's ISO 14001 Certification</li> <li>No significant noise events &gt;89 dbA LMAX at the noise monitor</li> <li>A Port Nelson sponsored initiative to halt the loss of biodiversity/prevent the extinction of threatened species</li> <li>No uncontrolled discharges from the Port Nelson operational area to the coastal marine area</li> <li>Compliance with regulatory requirements</li> <li>Compliance with NZ Maritime safety standards</li> </ul>
<b>People</b>	<ul style="list-style-type: none"> <li>Critical Risk Verification Reviews &gt;50 per year</li> <li>Lost Time Injury Frequency Rate &lt;2</li> <li>Lost Time Injuries greater than 5 days &lt;4 incidences</li> <li>Employee engagement survey exceeds 70%</li> </ul>

Performance Measure	FY2022
<b>Community</b>	<ul style="list-style-type: none"> <li>Dividends paid to the shareholders are not less than 50% of net profit after tax.</li> <li>Sponsorship &gt;1.2% of NPAT</li> <li>Iwi Engagement and Te Ao Plan agreed</li> <li>Commence the Nelson Slipway redevelopment</li> <li>Port Nelson will hold a public open day</li> </ul>
<b>Shareholders</b>	<ul style="list-style-type: none"> <li>Revenue of \$72mil</li> <li>EBIT of \$13.4mil</li> <li>NPAT of \$8.6mil</li> <li>Return on Equity of 3.3%</li> <li>Gearing &lt;45%</li> <li>Return on Assets of 2.2% (NPAT/Total Assets)</li> </ul>

# Financial Performance

For the three year period July 2021 to June 2024

	2022	2023	2024
<b>Operations</b>			
Cargo volume (expressed as millions of tonnes)	3.3	3.4	3.5
Container throughput (expressed as thousands of TEU)	111	120	121
Shipping tonnes (expressed as millions of GRT)	10.3	10.4	10.4
Vessel visits	781	785	787
<b>Financial</b>			
Revenue	\$72m	\$73m	\$74m
Earnings before interest, tax, depreciation and amortisation	\$26m	\$27m	\$27m
Net profit after taxation	\$8.6m	\$10m	\$9m
Total assets	\$371m	\$373m	\$380m
Total borrowings	\$75m	\$72m	\$73m
Total equity	\$281m	\$288m	\$271m
Shareholder funds to total assets	70.2%	71.3%	70.8%
Gearing	22.4%	21.3%	21.3%
Return on equity	3.3%	3.6%	3.4%
Return on assets	2.3%	2.6%	2.5%
Dividend declared	\$4.3m	\$5m	\$4.5m

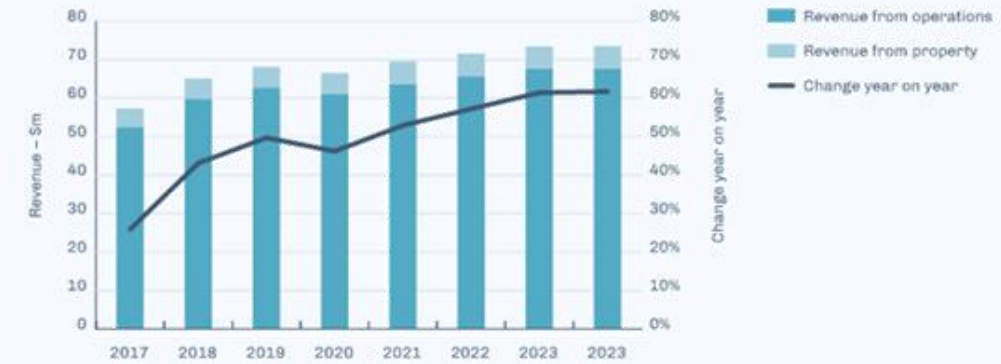
## Revenue Breakdown

For the year ended June 2022



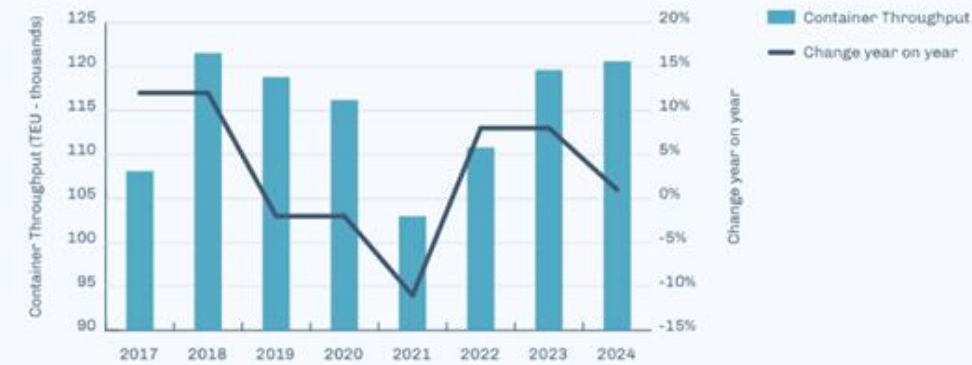
## Revenue

2017 - 2024



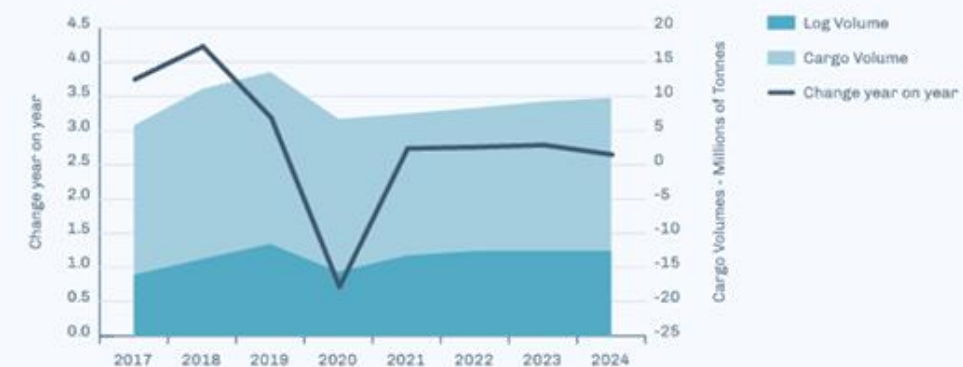
## Container Throughput

2017 - 2024



## Cargo Volume

2017 - 2024





# Governance

Port Nelson recognises the importance of strong corporate governance to its ability to create value for its stakeholders. Accordingly, Port Nelson has a comprehensive set of governance structures and practices to promote best practice, high ethical standards and sound decision making in all areas of Governance activity.

## Company

The company's principal objective is to operate as a successful business as defined by section 5 of the Port Companies Act 1988.

## Corporate Code of Governance

The Board of Port Nelson operates within an agreed Corporate Code of Governance and Board Charter reviewed annually by the Board.

## Board

The Shareholders appoint the Board. The Board is responsible for the governance, strategic direction and monitoring of the company's business to achieve its objectives in accordance with Port Nelson's Corporate Code of Governance and Board Charter.

## Board Committees

The Board uses committees to allow areas requiring detailed consideration to be dealt with separately by Directors with specialist knowledge and experience, thereby enhancing the effectiveness of the Board. Accordingly, the Board has constituted two standing committees: the Finance and Risk Committee and the Remuneration and Appointments Committee. In addition, it may form ad hoc committees to deal with specific issues.

## Chairperson

The Board elects a Chairperson and may elect a deputy Chairperson or alternate. The Chairperson is to be responsible for the efficient functioning of the Board.

## Chief Executive

The Board appoints a CEO. The CEO is responsible for leading and managing the company in accordance with the directions of the Board. The CEO may further delegate to other levels for day to day operational decisions of the company in accordance with delegated authorities as approved by the Board.

## Health and Safety

Health and Safety governance is a priority for the Board. The Board will take a leading role in health and safety by reviewing and approving the safety management plan and understanding the effectiveness of the Company systems and performance.

The Board supports the 'Good Governance Practice Guidelines for Managing Health and Safety Risks' produced by the Institute of Directors and the Ministry of Business, Innovation and Employment.

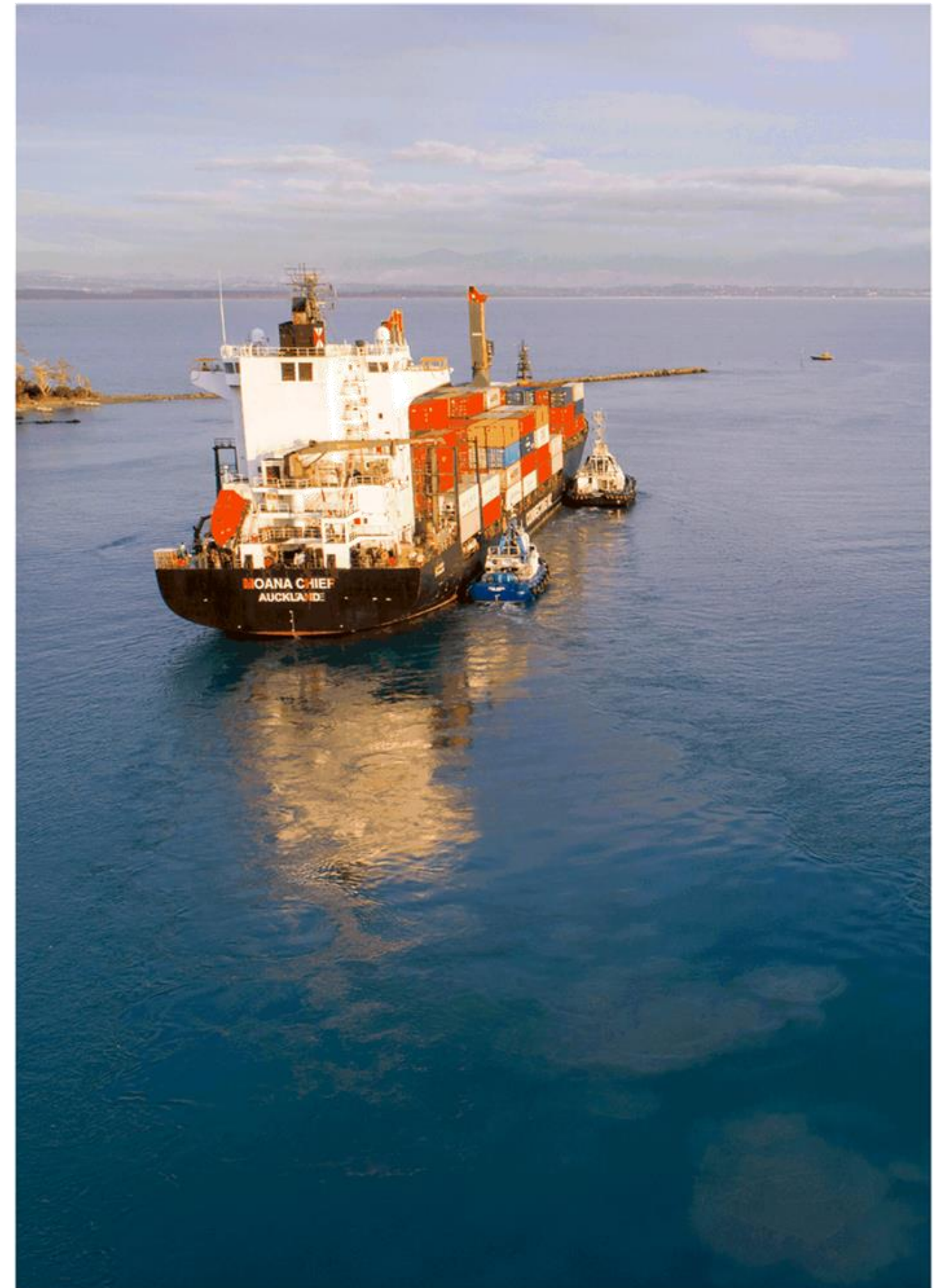
Port Nelson takes an active role in the Business Leaders' Health and Safety Forum and a lead role in health and safety amongst the region's businesses.

## Dividends and Distribution

The Port Nelson Board will use its best endeavours to accommodate the Shareholders desire for dividend growth within the constraints imposed by the Directors' obligations to act in accordance with their statutory duties.

The Shareholders desire to receive dividends representing not less than 50% of net profit after tax. Similarly, the Port Nelson Board expectation is that not more than 75% of net profit after tax shall be distributed to the shareholders. This policy does not cover special dividends.

Proposed dividend distributions are expected to be \$4.3m for the year ended June 2022, followed by \$4.9m and \$4.7m for the next two years.





# Stakeholders

The Port has adopted the principle of transparency when it comes to reporting to its key stakeholders. Over the period covered by this Statement of Corporate Intent, the Port will evolve an integrated reporting framework.

## Annual Statement of Corporate Intent (SCI)

The company will not later than one month after the commencement of each financial year provide the shareholder with an SCI as required by the Port Companies Act and any other information it considers appropriate. The SCI will be finalised within three months of the commencement of the new financial year.

## Half Yearly Report

Within two months after the end of the first half of each financial year, the company will deliver to the Shareholders and the Minister of Transport its Half Yearly Report prepared in accordance with the NZ IFRS and the Financial Reporting Act 1993, including the unaudited consolidated financial statements and performance commentary, together with such other information as the Board consider appropriate. The report will include:

- Performance Commentary
- Statement of Comprehensive Income
- Balance Sheet
- Statement of Cash Flows
- Performance against the SCI Performance Targets and Other Measures

## Annual Report

Within three months after the end of each financial year, and no less than ten working days from the date on which the shareholders meeting is to be held, the company will deliver to the Shareholders and the Minister of Transport its Annual Report prepared in accordance with the reporting requirements of the NZ IFRS and the Financial Reporting Act 1993 and will include the audited annual consolidated financial statements and performance commentary, together with such other information as the Board considers appropriate.

The report will include:

- Performance Commentary
- Statement of Comprehensive Income
- Balance Sheet
- Cash Flow Statement
- Statement of Changes in Equity
- Notes to the Financial Statements
- Performance against the SCI performance targets and other measures
- Auditor's Report

## Quarterly Reporting

Within six weeks after the end of each financial year's September and March quarters, the company will deliver to the Shareholders a quarterly report on the preceding quarter. The company's quarterly report to Shareholders shall include a performance commentary, together with such other information as the Board consider appropriate.

Financial results for the December and June quarters will be incorporated in the Half Year Reports and Annual Reports to be delivered to Shareholders in accordance with the timetables of those stated above.

Any reports provided to the Shareholders may be released at their discretion.

## General Disclosure

The company will provide information to the Shareholders on an ongoing but confidential basis to ensure that the Shareholders are informed promptly of significant events related to the company and which may affect the Shareholders.

Any reports, including the Company's Quarterly and Half Year reports provided to the Shareholders, may be released to the public at their discretion.

## Communication of Information

For all formal reports and ad hoc business matters, the company's primary line of communication is direct to the Shareholders or their nominated representatives.

## Procedure for Acquisition of Shares

The company's ability to subscribe for, purchase or otherwise acquire shares in any company or other organisation is governed by the Company's Constitution and the Companies Act 1993. Any major share investment (other than operational investment) inconsistent with the five-year strategic plan will be subject to Shareholder approval.

## Compensatory Activities

The company will seek compensation for all non-commercial activities performed by it on behalf of local authorities.

## Value of Shareholder's Investment

The Directors assessment of the value of the Shareholders investment in the company is \$260m. The value is the prospective value of Total Shareholders' Funds as at June 30, 2022.





# Financial Statements Summary

For the three year period July 2021 to June 2024

	2022	2023	2024
	\$000	\$000	\$000
<b>Revenue</b>			
Port Operations	65,570	67,510	67,640
Property	5,970	5,920	5,920
<b>Total revenue</b>	<b>71,540</b>	<b>73,430</b>	<b>73,560</b>
<b>Expenses</b>			
Employee Benefit Expenses	21,330	21,700	21,720
Other Operational and Property Expenses	24,510	24,520	25,150
<b>Earnings before Interest, Tax, Depreciation and Amortisation</b>	<b>25,700</b>	<b>27,210</b>	<b>26,690</b>
Depreciation and Amortisation	10,590	11,040	11,080
<b>Earnings before Interest and Tax</b>	<b>15,110</b>	<b>16,170</b>	<b>15,610</b>
Net Financing Costs	2,800	2,330	2,260
<b>Net profit before income tax</b>	<b>12,310</b>	<b>13,840</b>	<b>13,350</b>
Income Tax	3,700	4,180	4,020
<b>Net profit after income tax</b>	<b>8,610</b>	<b>9,680</b>	<b>9,330</b>

# Balance Sheet

For the three year period July 2021 to June 2024

	2022	2023	2024
	\$000	\$000	\$000
<b>Current assets</b>			
Cash and Cash Equivalents	70	150	270
Trade and Other Receivables	10,550	10,660	11,130
Inventories	570	570	570
Prepayments and Accruals	240	240	240
<b>Total Current Assets</b>	<b>11,430</b>	<b>11,620</b>	<b>12,210</b>
<b>Less current liabilities</b>			
Trade and Other Payables	3,320	3,010	4,360
Employee Benefit Entitlements	1,850	1,500	1,140
Tax Payable	2,370	2,440	2,400
Dividend Payable	2,500	3,000	3,000
Derivatives - Cash Flow Hedges	260	260	260
Noise Mitigation	150	150	150
<b>Total Current Liabilities</b>	<b>10,450</b>	<b>10,360</b>	<b>11,310</b>
<b>Working capital</b>	<b>980</b>	<b>1,260</b>	<b>900</b>
<b>Non-current assets</b>			
Property, Plant and Equipment	330,980	332,870	340,000
Intangible Assets	3,070	2,780	2,290
Investment Properties	25,480	25,480	25,480
Derivatives	0	0	0
<b>Total Non-Current Assets</b>	<b>359,530</b>	<b>361,110</b>	<b>367,770</b>
<b>Less non-current liabilities</b>			
Employee Benefit Entitlements	260	260	260
Deferred Tax Liability	18,390	18,390	18,390
Term Loan	75,140	72,010	73,530
Derivatives - Cash Flow Hedges	5,820	5,820	5,820
Noise Mitigation	160	130	90
Operational Lease Liabilities	170	0	0
<b>Total Non-Current Liabilities</b>	<b>99,940</b>	<b>96,610</b>	<b>98,090</b>
<b>Net assets</b>	<b>260,570</b>	<b>265,760</b>	<b>270,580</b>
<b>Shareholders' funds</b>			
Issued Capital	6,050	6,050	6,050
Retained Earnings	84,520	89,710	94,530
Asset Revaluation Reserve	174,280	174,280	174,280
Hedging Reserve	4,280	4,280	4,280
<b>Total shareholders' funds</b>	<b>260,570</b>	<b>265,760</b>	<b>270,580</b>

# Statement of Cash Flows

For the three year period July 2021 to June 2024

	2022	2023	2024
	\$000	\$000	\$000
<b>Cash flows from operating activities</b>			
<b>Cash was provided from:</b>			
Receipts from customers	65,060	67,420	67,240
Rent received	5,950	5,920	5,920
Interest received	0	0	0
	<b>71,010</b>	<b>73,340</b>	<b>73,160</b>
<b>Cash was applied to:</b>			
Payments to suppliers and employees	41,590	46,280	46,280
Interest paid	2,650	2,340	2,260
Taxes paid	3,650	5,070	5,050
Net GST paid/(received)	40	50	140
	<b>47,930</b>	<b>53,720</b>	<b>53,450</b>
<b>Net operating cash inflows</b>	<b>23,080</b>	<b>19,620</b>	<b>19,710</b>
<b>Cash flows from investing activities</b>			
<b>Cash was provided from:</b>			
Sale of property, plant and equipment	0	500	0
	<b>0</b>	<b>500</b>	<b>0</b>
<b>Cash was applied to:</b>			
Purchase of property, plant and equipment	17,370	12,180	16,010
Purchase of intangibles	1,480	750	600
	<b>18,850</b>	<b>12,910</b>	<b>16,610</b>
<b>Net investing cash (outflows)</b>	<b>(18,850)</b>	<b>(12,410)</b>	<b>(16,610)</b>
<b>Cash flows from financing activities</b>			
<b>Cash was provided from:</b>			
Loans borrowed	11,470	7,970	7,110
	<b>11,470</b>	<b>7,970</b>	<b>7,110</b>
<b>Cash was applied to:</b>			
Loans repaid	12,000	11,100	5,590
Dividend paid	4,000	4,000	4,500
	<b>16,000</b>	<b>15,100</b>	<b>10,090</b>
<b>Net financing cash inflows/(outflows)</b>	<b>(4,530)</b>	<b>(7,130)</b>	<b>(2,980)</b>
Net increase/(decrease) in cash held	(300)	80	120
Cash and cash equivalents at 1 July	370	370	150
<b>Cash at 31 December 2020</b>	<b>70</b>	<b>150</b>	<b>270</b>

# Accounting Policies

Port Nelson Limited is a for-profit company incorporated under the Companies Act 1993 and created pursuant to the Port Companies Act 1988.

The accounting policies for Port Nelson are consistent with the legal requirements of the Companies Act 1993, the Financial Reporting Act 1993 and prepared in accordance with Generally Accepted Accounting Practice in New Zealand ('NZ GAAP'). They comply with New Zealand equivalents to International Financial Reporting Standards ('NZ IFRS') and other applicable reporting standards appropriate for profit-orientated entities.

Port Nelson's accounting policies are detailed in the most recent annual financial statements, which can be found using the following link:

<https://www.portnelson.co.nz/news-room/publications/>



**PORT  NELSON**

Port Nelson  
Nelson 7010, New Zealand







18 December 2020

Port Nelson Ltd  
Board of Directors  
8 Vickerman Street  
**Nelson**

**Attention:** Chairperson Geoff Dangerfield

Dear Geoff

**Letter of Expectation**

This Letter of Expectation is intended to inform Port Nelson's Board of the shareholders' high-level strategic direction and performance expectations in advance of your preparation of the Statement of Corporate Intent (SOCi) 2021/22. In clarifying our expectations early, we expect that the passage through to acceptance by both councils will be more efficient and effective.

**Statement of Intent 2021/22**

The Tasman District and Nelson City Councils expect that all their Council Controlled Trading Organisations (CCTOs) will treat the SOCi as more than a strict compliance document and will aim for best practice. This will entail a SOCi covering more than the statutory minimum requirements. To be effective, your SOCi should tell the performance story of the company, providing a clear and succinct understanding of the company's purpose, the goods and services it delivers and what success looks like. As shareholders, the councils are particularly interested in profitability, new investments and growth.

The SOCi must meet the requirements set out in the Port Companies Act 1988 and the Local Government Act 2002. Your staff are now likely to be familiar with the CCO provisions of these Acts.

Both councils wish to support the company in delivering a good SOCi. We have assigned a senior manager to each CCTO to assist. In your case, the person assigned is Mike Drummond at Tasman District Council. Mike is available to your team throughout the process.

The general expectations for all CCTOs are as follows:

- 1.1 SOIs/SOCi must include a complete set of summary prospective financial statements for at least three years (preferably five years) i.e. Statement of Comprehensive Income, Statement of Financial Position and cash flow statement.
- 1.2 SOIs/SOCi should disclose measures like Earnings before interest and tax (EBIT) and Earnings before interest, tax, depreciation and amortisation (EBITDA) and balance sheet ratios where applicable i.e. CCTOs.

Nelson City Council  
P (03) 546 0242  
PO Box 645, Nelson 7040

Tasman District Council  
P (03) 543 8405  
Private Bag 4, Richmond 7050



- 1.3 SOIs must fully comply with Schedule 8 of the Local Government Act. The SOCI must comply with both the related Acts e.g. the Port Companies Act and, though not a legal requirement, desirably Schedule 8 of the Local Government Act. This is to ensure a consistent approach across all CCOs.
- 1.4 In the Public Records Act 2005, a local authority includes a (council-controlled) (council-controlled trading) organisation. As such, the requirements of this Act and its related mandatory Information and Records Management Standard - July 2016 applies for the management, retention, and disposal of records.
- 1.5 Compliance with legislation and reporting on Health and Safety matters must be given due emphasis.
- 1.6 Dividends are to be disclosed along with the dividend pay-out policies, where applicable. Further details are required around the impact from COVID-19 on the dividend stream and when dividends are expected to return to pre-COVID-19 levels.
- 1.7 Capital expenditure and asset management intentions should be included.
- 1.8 CCOs should use the same information for both managing the business and reporting through to the councils/shareholders, i.e. the information used for setting targets and reporting against them for the SOI should overlap and be a subset of the information used for internal reporting.
- 1.9 SOIs and other CCO reports should be in a plain style, concise, relevant, accessible and focused on meeting the needs of the shareholding councils and the public they represent. The use of graphs, tables and charts is expected to convey both financial and non-financial information along with trends (past, current and future numbers).
- 1.10 To be effective the SOI must disclose the performance story for the CCO, providing a clear and succinct understanding of the CCO purpose, the goods and services it delivers and what success looks like. Providing a clear message to the boards on these requirements and other expectations will assist in ongoing improvements in the SOI and reporting.
- 1.11 The main aspects of the SOI performance story are:
- Strategic context
  - Specifying and presentation of the outcomes framework
  - Main measures and targets, outcomes and objectives
  - Linking the strategy outputs performance together.
- 1.12 Risk management: shareholders would like to understand better in the SOI how the boards are considering and managing risks, including natural hazards and climate change.
- 1.13 Sustainability – shareholders would like to understand better in the SOI how the boards are addressing sustainability including carbon emissions and waste minimisation.
- 1.14 Health and safety - given the requirements of the Health and Safety at Work Act 2015 (the Act), it is appropriate for the councils to set out their expectations in relation to Health and Safety in the CCOs/CCTOs.
- 1.14.1 Under Section 44 (3) of the Act elected members do not have a duty to exercise due diligence to ensure that any council-controlled organisation

complies with its duties or obligations under the Act unless that member is also an officer of that council-controlled organisation.

1.14.2 However, as shareholders/a key funder, it is still appropriate to set out expectations of Health and Safety management in CCOs/CCTOs.

1.14.3 The councils/shareholders expect the boards of the jointly held CCOs/CCTOs to set appropriate Health and Safety strategy and policy, understand the nature of risks/hazards within the business, monitor performance and activities to ensure risk is being managed and review Health and Safety systems and performance

1.15 Governance performance - in order to aid the councils when making decisions on director/trustee remuneration and appointments, the boards should undertake regular evaluation of their own performance.

1.15.1 The councils expect these reviews to be carried out at least once every eighteen months.

1.15.2 The chairs of the boards should reference this evaluation when making recommendations on the re-appointment or recruitment of board members.

1.16 Shareholders/councils require that CCOs/CCTOs, before making a decision that may significantly affect land or a body of water, must take into account the relationship of Māori and their culture and traditions with their ancestral land, water, sites, wāhi tapu, valued flora and fauna, and other taonga. This is a new provision in the LGA.

1.17 The shareholders request that all CCO's include in their SOI's how they are intending to respond to the challenges of COVID-19 including the likely economic downturn.

There are no specific expectations in relation to Port Nelson Limited this year.

If you have any queries, please contact Mike Drummond on 03 545 8841 or [mike.drummond@tasman.govt.nz](mailto:mike.drummond@tasman.govt.nz) in the first instance.

Please note that we will send the Important Dates letter for 2021 by separate letter.

Yours sincerely



**Rachel Reese**  
Mayor of Nelson



**Tim King**  
Mayor of Tasman

cc: CEO Port Nelson Ltd  
CFO Port Nelson Ltd

## 6.1 TASMAN BAY HERITAGE TRUST - TRUSTEE REMUNERATION 2021-22

**Report To:** Joint Shareholders Committee  
**Meeting Date:** 19 October 2021  
**Report Author:** Tanya Robinson, Strategic Advisor Community Services  
**Report Number:** RJSC21-10-2

### 1 Summary

- 1.1 Please find attached Tanya Robinson Strategic Advisor Community Services, Nelson City Council, report on the Tasman Bay Heritage Trust – Appointment of Trustees 2021-2024 and supporting documents.

### 2 Draft Resolution

#### That the Joint Shareholders Committee

1. receives the report **Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024 (R26105)** and its attachments (**A2106703, A2717062, A2065956, A2747789 and A2751023**); and
2. notes the decision of the **Appointments Committee** to appoint Emma Thompson for a one year term, ending **November 2022**; and
3. notes the decision of the **Appointments Committee** to appoint Derek Shaw for a two year term, ending **November 2023**; and
4. notes the decision of the **Appointments Committee** to appoint Darren Mark for a three year term, ending **November 2024**; and
5. Notes the election of Olivia Hall as representative of Te Tai Ao Komiti for a three year term, ending **November 2024**.

**Attachments**

- |    |   |    |
|----|---|----|
| 1. | Tasman Bay Heritage Trust - Trustee Remuneration 2021-22- Report and Attachments. | 31 |
|----|---|----|

Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024



**Joint Shareholders Committee**

**19 October 2021**

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**Report Title: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024**

**Report Author: Tanya Robinson - Strategic Adviser Community Services**

**Report Number: R26105**

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**1. Purpose of Report**

- 1.1 To note the decision of the Tasman Bays Heritage Trust Appointments Committee to reappoint three Trustees for staggered terms, ending November 2022, 2023 and 2024.
- 1.2 To note the election of one representative of Te Tai Ao Komiti to be their representative on the Tasman Bays Heritage Trust.

**2. Summary**

- 2.1 Tasman Bays Heritage Trust is a joint Council Controlled Organisation established in 2000 to manage and operate Nelson Provincial Museum Pupuri Taonga O Te Tai Ao.
- 2.2 The Trust is required to have between five and seven Trustees (Attachment 1, clause 12.2).
- 2.3 General Trustees are appointed by an Appointments Committee, through a process set out in the Trust Deed (Attachment 1, clauses 14, 15, 16)
- 2.4 To contribute to representation of mana whenua, an iwi representative Trustee is elected by Te Tai Ao Komiti through a process set out in a Memorandum of Understanding with the Trust (Attachment 2, page 2, bullet point 1).
- 2.5 Past practice has been for both committee appointment decisions to be noted (rather than approved) by the Joint Shareholders Committee.

R26105

1

Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024

### 3. Recommendation

***That the Joint Shareholders Committee***

1. ***Receives the report Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024 (R26105) and its attachments (A2106703, A2717062, A2065956, A2747789 and A2751023); and***
2. ***Notes the decision of the Appointments Committee to appoint Emma Thompson for a one year term, ending November 2022; and***
3. ***Notes the decision of the Appointments Committee to appoint Derek Shaw for a two year term, ending November 2023; and***
4. ***Notes the decision of the Appointments Committee to appoint Darren Mark for a three year term, ending November 2024; and***
5. ***Notes the election of Olivia Hall as representative of Te Tai Ao Komiti for a three year term, ending November 2024.***

### 4. Background and Discussion

- 4.1 Trustees of Tasman Bays Heritage Trust include general Trustees and an iwi representative Trustee.
- 4.2 The criteria for appointments of general Trustees is mandated as follows (Attachment 1, para 14.1 (c)):

*The Appointments Committee shall appoint Trustees from the list of persons nominated and in making any appointment shall take into account the following criteria:*

1. *Trustees should be interested in and able to promote the objectives of the Tasman Bays Heritage Trust.*
2. *Trustees should be persons known in the communities for their respective business acumen, competence in financial stewardship, or expertise and knowledge in heritage matters and issues.*
3. *Trustees should be familiar with and have or be willing and able to gain an appreciation of heritage issues, education, tourism and regional development issues, promotional interests and iwi perspective and a cultural awareness especially of issues relating to Maori taonga.*

Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024

- 4.3 For the iwi representative Trustee, one of the members of Te Tai Ao Komiti is elected to be their representative on the Trust. The Komiti meet to confirm the nominee and report this back to the Trust secretary, who then notifies the Appointments Committee (Attachment 2, page 2, bullet point 1).
- 4.4 The Appointments Committee includes representatives from both Councils. Current members of the committee are: Mayor Tim King (Chair) and Chief Executive Officer Janine Dowding (Tasman District Council); Councillors Gaile Noonan and Mel Courtney (Nelson City Council); Olivia Hall and Jane du Feu (iwi representatives).
- 4.5 The Councils also have a joint policy for appointments: Joint Appointment of Directors/Trustees of Council Controlled Organisations and Council Controlled Trading Organisations (Attachment 3).
- 4.6 Because the Appointments Committee is established by the Trust Deed, rather than by the Councils, the Committee has authority to make appointments to the Trust.

**Trustee Appointments**

- 4.7 The following are current trustees of the Tasman Bays Heritage Trust:
  - Olivia Hall: Chairperson, first appointed October 2012, term ends November 2021 (Te Tai Ao Komiti representative)
  - Darren Mark: first appointed November 2015, term ends November 2021
  - Emma Thompson: first appointed November 2015, term ends November 2021
  - Derek Shaw: first appointed November 2015, term ends November 2021
  - Chris Bowater: first appointed in March 2009, term ends October 2022
  - Brendon Silcock: first appointed May 2020, term ends May 2023.
- 4.8 The Trust Deed does not set out limits on the number of times a Trustee can be reappointed. However, the Joint Policy does limit reappointment to four consecutive terms, unless there are special circumstances (Attachment 3, clause 5.1). None of the Trustees have been appointed for more than four terms.
- 4.9 Due to four Trustees (one iwi representative Trustee, and three general Trustees) having terms ending in November 2021, the Appointments Committee also sought to improve the rotation of Trustees by staggering the end date of terms over the coming three years.
- 4.10 The Appointments Committee met on 2 August 2021 to confirm the process.

## Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024

- 4.11 As an outcome of that meeting the Appointments Committee sought and received advice regarding the performance of all Trustees, including through the Trust Chairperson.
- 4.12 As an outcome of that meeting, the Appointments Committee also requested that the current general Trustees draw lots to determine who should be considered for reappointment, a process consistent with the Trust Deed (Attachment 1, clause 16.1).
- 4.13 The Trustees met on 26 August 2021 for a Board meeting, held by video conference due to Covid-19 restrictions.
- 4.14 At that meeting the Trustees unanimously agreed to draw lots for staggered terms of one, two and three years for the three general Trustee appointments.
- 4.15 The Secretary of the Trust then drew lots for the three general Trustees: Darren Mark, Emma Thompson, and Derek Shaw. This was witnessed by the Strategic Advisor Community Services, Nelson City Council, who attended the meeting.
- 4.16 Through the process of drawing lots, the terms for the three general Trustees were then identified as follows:
- 1 year term: Emma Thompson
  - 2 year term: Derek Shaw
  - 3 year term: Darren Mark
- 4.17 The Trust Secretary then wrote to advise the Appointments Committee of the proposed terms (Attachment 4).
- 4.18 On 20 September 2021 the Appointments Committee met by video conference due to Covid-19 restrictions.
- 4.19 The Appointments Committee noted that they had sought and received satisfactory advice regarding the performance of all Trustees, including through the Statement of Intent reporting process.
- 4.20 The Appointments Committee then unanimously agreed to confirm the proposed terms for the three general Trustees.
- 4.21 The Appointments Committee also noted that following the process set out in the Memorandum of Understanding between Te Tai Ao Komiti and the Trust, Olivia Hall has been elected as Komiti representative for a further term of three years (Attachment 5).
- 4.22 In undertaking this process, the Appointments Committee also took into consideration the previous request from the Joint Shareholders Committee, at the meeting held on 25 August 2020, to better spread Trustee rotation, so that only one third of Trustees terms are considered for appointment annually.



Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024

## **5. Options**

5.1 The appointment of Trustees is for information only.

## **6. Conclusion and Next Steps**

6.1 The Trustees will be announced publically at the Trust's Annual General Meeting on 27 October 2021.

**Author: Tanya Robinson, Strategic Adviser Community Services**

### **Attachments**

- Attachment 1: A2106703 - Tasman Bays Heritage Trust - Deed of Trust - 22 June 2000
- Attachment 2: A2717062 - Tasman Bays Heritage Trust - Te Tai Ao Komiti Memorandum of Understanding - 10 August 2018
- Attachment 3: A2065956 - Joint Appointment of Directors/Trustees of CCOs and CCTOs Policy - approved by Joint Shareholders Committee - November 2018
- Attachment 4: A2747789 - Letter from Tasman Bays Heritage Trust Board Secretary - Trustee Appointments and Terms - 1 September 2021
- Attachment 5: A2751023 - Letter from Iwi Komiti to Council regarding appointment of Olivia Hall as iwi representative on Tasman Bays Heritage Trust - 12 August 2021

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*Date*

*Parties*

NELSON CITY COUNCIL  
TASMAN DISTRICT COUNCIL  
JOSEPH MARTIN RUDHALL  
ROBERT GORDON DICKINSON

TASMAN BAYS HERITAGE  
TRUST



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**4. ESTABLISHMENT OF THE TRUST**

- 4.1 The Trust shall comprise all Trust assets and collections from time to time acquired or held by the Trustees under this Deed including the income arising therefrom, and all monies bequeathed or donated to the Trust.
- 4.2 The Trust assets and collections shall be held on trust by the Trustees and shall be managed and administered on the terms contained in this Deed and any funding deed or document entered into with the Councils.
- 4.3 The Trust shall commence on the date of this Deed and shall continue until wound up in accordance with Clause 35.

**5. TREATY OF WAITANGI**

The Trust and the Trustees will abide by the Preamble and Articles of the Treaty of Waitangi and be guided by the recommendations of the Waitangi Tribunal in any negotiations or discussions between the Trust and Tangata Whenua.

**6. OBJECT OF THE TRUST**

- 6.1 The objects for which the Trust is established shall be:
  - (a) to manage and operate the Museum in accordance with the Strategic Plan as set from time to time in accordance with clause 29, to manage the Trust assets and facilities, and acquire and manage the collections and to operate them for the benefit of the residents of the region and the public generally, in accordance with that Strategic Plan;
  - (b) To recognise the special nature of the history of the region and the role of Tangata whenua as kaitiaki of taonga Maori and their special contribution to the heritage and identity of the region;
  - (c) to foster effective participation with the community on heritage matters;
  - (d) to collaborate with other museums and facilities within the region to maximise community input to heritage issues;
  - (e) to provide services which relate to the education of the residents of the Nelson and Tasman regions and the wider community generally, relating to the region's past history and heritage issues relating to the present time;
  - (f) to consult with and seek input from the community generally by whatever manner the Trustees deem appropriate to enable the services provided by the Trust and the Museum to be in accordance with the wishes of the community;
  - (g) to support the strategic directions and policies of the Councils in relation to heritage issues and to enhance the special character of the region by protecting and celebrating its heritage and the vision of the regions as a destination for cultural tourism.
  - (h) to establish exhibition programmes and education policies for the Trust facilities Museum programmes and services and to determine charges for viewing or using any of the Trust facilities, the



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collections, or the Trust assets with a view to maximising public utilisation of the Trust facilities and services;

- (i) to develop Acquisition, Deaccession and Collection Development policies for the Trust;
- (j) to provide all financial, administration, marketing, technology and other services required for the Trust facilities;
- (k) to acquire land and other assets where such land or other assets can be used in conjunction with the Trust facilities or to promote the aims and objectives of the Trust;
- (l) to ensure that all facilities are managed effectively and in particular to be a good employer;
- (m) to comply with all relevant legislation and regulations and, where practicable, observe and support all international conventions and treaties as they relate to museums and items held by museums;
- (n) to develop and maintain partnership programmes with other Museums;
- (o) to protect and manage for the benefit of the Museum all intellectual property, including trademarks, copyright and any reproduction rights;
- (p) generally to do all acts, matters and things that the Trustees consider necessary or conducive to further or attain the object and aims of the Trust set out above.

## 7. POWERS OF THE TRUST

Subject to the provisions of this Deed and in particular Clauses 8 and 10 and any provisions as to specific resolutions required, the Trustees shall have all powers over and in respect of the Trust, the Trust assets and collections which they could exercise if they were the absolute and beneficial owners of the Trust assets subject to the limitations provided for in this Deed with regard to collections. In particular, the Trustees shall have full and absolute power to do the following:

- (a) to retain any property forming part of the Trust assets for so long as they think fit;
- (b) subject in the case of real or personal property to sub-clause (x) to sell, call in and convert into money or other property the whole or any part of the Trust assets at such time in such manner and upon such terms as they think fit;
- (c) to accumulate the income and receipts of the Trust or the resulting income from the Trust or both from time to time;
- (d) exchange any property forming part of the Trust assets for other property authorised by this Deed or otherwise by law;
- (e) to set apart any portion of the Trust assets or collections as a sub-trust, a special endowment or for a special purpose or under any special or distinguishing name for such a term and upon such conditions as may by law





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be allowed and to apply each such portion together with any accretions to it for the endowment or other purpose for which the same was set aside or for any other purpose authorised by this Deed;

- (f) to pay the premiums on any policies of insurance or assurance or on any indemnities or commitments taken out or acquired by the Trustees out of either income or capital, and to surrender any such policy or policies, convert the same into fully paid up policies and to accept a new policy or policies in lieu of any policy and to agree with the insurer on any variation of the terms of any policy;
- (g) to pay all insurance premiums, rates, taxes, rents and other outgoings in connection with any assets subject to the Trusts of this Deed and to manage those assets and effect such repairs to such assets as the Trustees may consider necessary, desirable or advisable and where the Trustees are unable to charge such expenditure against income the Trustees may resort to capital;
- (h) to apply any monies for the time being forming part of the Trust in improving or developing or subdividing any property for the time subject to the Trusts of this Deed;
- (i) without in any way limiting the generality of paragraph (h) of this clause to add to any building or erections and to do any act in connection with any property which the Trustees consider will increase the value of it, whether or not the Trustees would apart from this Deed be empowered to do such act, including, but not by way of limitation, the power to enter into leases, tenancy agreements, party wall agreements, easements or profits a prendre, on such terms as the Trustees think fit;
- (j) to grant leases or licences for all or any part of any property for the time being subject to the Trusts of this Deed for any period upon such terms and conditions and for such rent as the Trustees think fit and make allowances to and with tenants and others and accept surrenders and waive breaches of covenants and determine tenancies and licences and raise out of the capital or income of the Assets any sum from time to time required for the exercise of any of the powers and discretions contained in this Deed, and generally to deal with the property in a proper manner and in due course of management as if the Trustees were beneficially entitled to it;
- (k) to exercise any voting powers attaching to any shares, stock, debentures, debenture stock, bonds, notes, options or other securities ("securities") at any time forming part of the Trust assets and to appoint directors in any company in which the Trustees hold securities forming part of the Trust assets;
- (l) to consent to any reorganisation or reconstruction of any company the securities of which form part of the Trust assets and to consent to any increase or reduction of capital or other dealing with such securities;
- (n) to employ and remunerate any financial adviser, lawyer, accountant, valuer, surveyor, auctioneer, kaumatua or cultural adviser, or other expert or professional person or other personnel or entity to advise on or carry out all or any of the trusts and powers contained in this Deed and to act upon any opinion or advice or information obtained from such person AND the Trustees shall, except in the case of the Trustees' dishonesty or wilful and knowing breach of trust, not be responsible for any loss caused by acting or not acting in accordance with such opinion or advice or information;



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- (n) to set aside out of the capital or income of the Trust assets from time to time any sum of money to meet any debt or obligation due or accruing due;
- (o) to raise or borrow money either bearing or free of interest from any person and to secure the repayment of money so borrowed and any interest on it by mortgage or charge over all or any of the Trust assets and to apply such money for any of the purposes for which either the income, receipts or the capital of the Trust assets are for the time being applicable under this Deed including the investment of money in any manner, and no lender shall be concerned to enquire as to whether the necessity for any such borrowing has arisen or as to the purpose for which it is required or as to the application of the money borrowed;
- (p) Subject to Clause 8.1, to enter into any contract of indemnity or act as surety or give any guarantee and to give any security in support, provided that any such contract, guarantee or security given must relate to the Trust's objects;
- (q) to enter (either directly or through an intermediary) into any arrangement with any person, organisation, or government (referred to in this paragraph as "the other party") whereby the Trustees undertake to make payments to, or to the account of, the Trustees in the same or any other currency, including where beneficial to the Trust entering into forward rate arrangements, to give certainty in respect of any future payments to be made in foreign currency and provided that all such arrangements promote and further or carry out the objects of the Trust;
- (r) to open and maintain bank accounts and to decide who shall be the signatories to such accounts;
- (s) to apply the whole or any part of the Trust assets in and towards the payment of any liabilities incurred by the Trustees under this Deed or in and towards the repayment of any monies owing as unpaid purchase money or on mortgage of any of the assets of the Trust or otherwise owing or in the payment of interest or other charges properly payable in respect of such liabilities, unpaid purchase monies, mortgages or monies otherwise owing;
- (t) to advertise the existence and objects of the Trust;
- (u) to purchase, lease take as gift or otherwise howsoever acquire and hold land and buildings.
- (v) to purchase, take as gift or on loan or otherwise howsoever to acquire chattels of any kind.
- (w) to lease, let or grant the use of land and/or buildings or parts thereof held by the Trust for any lawful purpose in furtherance of the aims and objects of the Trust and apply the rents commission or other payment whatsoever accruing to the objects of the Trust.
- (x) with the written approval of the Councils, to sell, demolish or otherwise dispose of any real or personal property vested in the Trust but only in furtherance of the objects of the Trusts;
- (y) to enter into any arrangement with Tangata Whenua, any government body or local authority that may seem conducive to the Trust's objects or any of them and to obtain from Tangata Whenua or any such government body or



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authority any rights, privileges and concessions which the Trustees may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

- (z) to acquire, hire, operate and maintain any means of transportation whether of persons or of goods or both that the Trustees may deem necessary or desirable for the carrying out of the objects of the Trust or any of them and to make such charges for the use thereof as the Trustees shall deem reasonable;
- (aa) to lend money to any person, body or society whether incorporated or not on such terms as the Trustees may think fit and to guarantee the performance of contracts by any such persons, but only in furtherance of the objects of the Trust and in respect of any loan made to effect a charitable purpose the Trustees may lend money interest free or at a nominal rate of interest or at a rate that is less than at market rate;
- (bb) to enter into any agreement or lease with any local authority or company or enterprise owned by or controlled by a local authority regarding the use or occupation of any equipment or land owned or under the control of the Trust;
- (cc) generally to do all such other lawful acts and things incidental or conducive to the attainment of the objects or purposes of the Trust and to pay any expenses incurred as a result from the Trust assets.

#### 8. RESTRICTION ON EXERCISE OF TRUSTEES' POWERS

- 8.1 The Trustees shall obtain the written consent of the Councils prior to their exercise of any power to:
- (a) sell, acquire or lease any land, buildings or to terminate any lease of any land or buildings;
  - (b) borrow any money or give any guarantee;
  - (c) give any security over any of the Trust assets;
  - (d) enter into any contract of indemnity or act as surety;
  - (e) undertake any expenditure on any property owned or leased by the Trust where the total projected cost exceeds 20% of the capital value of the Trust.
- 8.2 Trustees may not enter into a major transaction unless the major transaction is:
- (a) authorised by a Special Resolution; or
  - (b) contingent upon the passing of a special resolution.
- 8.3 Trustees may not in any way deal with any collection or part of any collection contrary to any policy established in accordance with clause 11.

#### 9. POWER TO EMPLOY

The Trust shall have power to employ any person and to enter into contracts of employment or service with any persons, body or society whether incorporated or not, and to pay remuneration for services rendered as the Trustees may think fit.



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**10. PROHIBITION ON BENEFIT OR ADVANTAGE**

- 10.1 No trustee or person associated with a trustee of the trust shall derive any income, benefit or advantage from the trust except where that income, benefit or advantage is derived from:
- (a) professional services to the trust rendered in the course of normal or usual business; or
  - (b) interest on money lent by such person to the trust at no greater rate than current market rates.
- 10.2 The provision and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

**11. COLLECTIONS**

- 11.1 The collections and assets of the Museum shall be vested in the Trust, subject to any special provision or conditions attaching to collections and stated at the time of acquisition of any collection.
- 11.2 All collections, assets or acquisitions of any kind which are acquired by the Trust after the date of the signing of this Deed shall be held by the Trust, in accordance with any terms and conditions stated by grantees or donors at the time of acquisition as applying to those collections.
- 11.3 The Trustees shall as far as is practical clearly identify the origin of all collections held by it, or transferred to it, and where any item or collection has been loaned to the Trust, shall keep a clear record of ownership of that collection and record in writing the terms and conditions upon which the collection is to be either held by the Trust or displayed.
- 11.4 The Trustees shall, in consultation with the Councils and Tangata Whenua, formulate acquisition, deaccession and collection development policies in respect of all the collections held by the Trust such policies to be approved by special resolution.
- 11.5 Where such policies already exist as policies of the Museum they are to be ratified, or amended or discontinued by special resolution.
- 11.6 The disposal of any item or part of any collection shall only be in accordance with the approved acquisition, deaccession and collection development policies.
- 11.7 Where appropriate taking into account the value of any item or collection, and the cost of insurance and/or replacement of any collection, the Trustees shall use their reasonable endeavours (but shall not be obligated) to insure all or any collection, and shall advise Councils and Tangata Whenua in respect of any collection or item forming part of any collection that they will not or cannot insure.

**12. BOARD OF TRUSTEES/POARI MATUA**

- 12.1 There shall be established a Board of Trustees/Poari Matua ("the Trustees") to manage the Trust.





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- 12.2 Subject to the provisions of clauses 13.1 to 13.3 inclusive except for the period during which the Initial Trustees hold office as Trustees, there shall be no more than 7 nor fewer than 5 Trustees. The initial Trustees shall be the signatories to this Deed.
- 12.3 If at any time the number of Trustees falls below the minimum number provided for in this clause, the Appointments Committee will procure the number of Trustees to be increased to such minimum number as soon as reasonably practical.
- 12.4 Notwithstanding anything to the contrary in this Deed, all acts and decisions of the remaining Trustees or Trustee in relation to the Trust pending the increase in the number of the Trustees will be valid and binding on all persons.

**13. INITIAL TRUSTEES**

- 13.1 The Chief Executive Officers of the Councils, namely Joseph Martin Rudhall and Robert Gordon Dickinson, shall be the initial trustees and signatories to this Trust Deed.
- 13.2 The initial Trustees shall immediately upon the signing of this Deed of Trust take the necessary steps to establish the Appointments Committee to be established pursuant to clause 14.1(a), and once the Appointments Committee has been established shall provide such administrative and other support as that Committee may require to enable the appointment of Trustees pursuant to clause 14.
- 13.3 Once all the Trustees have been appointed pursuant to clause 14 the initial Trustees shall cease to hold office.

**14. APPOINTMENT OF TRUSTEES/KAIWHAKAHAERE**

- 14.1 Trustees shall be appointed as follows:
- (a) An Appointments Committee comprising two representatives appointed by the Nelson City Council, two representatives appointed by the Tasman District Council and two representatives appointed by the Tangata Whenua, each of whom shall be appointed to the Appointments Committee by resolution of the respective Council or the Tangata Whenua, shall be established,
- (b) The Appointments Committee shall seek nominations of persons for consideration as Trustees of the Tasman Bays Heritage Trust from the public and shall prior to the election process taking place, advertise within the local newspapers calling for nominations for Trustees of the Tasman Bay Heritage Trust.
- (c) The Appointments Committee shall appoint Trustees from the list of persons nominated and in making any appointment shall take into account the following criteria:
1. Trustees should be interested in and able to promote the objectives of the Tasman Bay Heritage Trust.
  2. Trustees should be persons known in the communities for their respective business acumen, competence in financial



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stewardship, or expertise and knowledge in heritage matters and issues.

3. Trustees should be familiar with and have or be willing and able to gain an appreciation of heritage issues, education, tourism and regional development issues, promotional interests and iwi perspective and a cultural awareness especially of issues relating to Maori taonga.

- 14.2 All persons appointed as Trustees shall hold office in accordance with Clause 16 until the Annual Meeting which takes place on the expiry of any Trustee's term of office or immediately after the expiry of that term.

**15. PROCEEDINGS AND FUNCTIONS OF APPOINTMENTS COMMITTEE**

- 15.1 The functions of the Appointments Committee are:
  - (i) the appointment of Trustees (clauses 14.1 and 18)
  - (ii) the filling of vacancies in Trustees (clause 17)
  - (iii) the removal of Trustees (clause 18)
- 15.2 The Appointments Committee shall meet as and when necessary for the purpose of carrying out its functions.
- 15.3 A meeting of the Appointments Committee may be called by any member of the Committee on 7 days written notice to the other members of the Committee.
- 15.4 At each meeting of the Appointments Committee those present shall elect a Chairperson who, in the case of an equality of votes, shall have a casting vote as well as a deliberative vote.
- 15.5 Other than as provided in this Deed the Appointments Committee shall determine its own procedures.
- 15.6 At any meeting of the Appointments Committee 4 members shall form a quorum.
- 15.7 Every question before the Appointments Committee shall be decided by a majority of votes but the Councils express hope that all matters will be decided by consensus of the members.

**16. ROTATION OF TRUSTEES**

- 16.1 At the conclusion of each Annual Meeting of the Trust one third of the Trustees for the time being (or if their number is not a multiple of three then the number nearest to one third) shall retire from office. A retiring Trustee shall be eligible for reappointment as a Trustee. The Trustees who so retire shall be those Trustees who have been longest in office since their last appointment or reappointment. As between persons who became Trustees on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot.
- 16.2 Trustees to fill the vacancies arising pursuant to clause 16 shall be appointed in accordance with clause 14.



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**17. TERMINATION OF APPOINTMENT OF TRUSTEES**

Notwithstanding anything to the contrary contained in this Deed a Trustee will cease to hold office if:

- (a) the Trustee resigns from office;
- (b) the Trustee becomes bankrupt or insolvent;
- (c) the Trustee is convicted of any indictable offence;
- (d) the Trustee becomes of unsound mind;
- (e) the Trustee dies;
- (f) the Trustee is removed in accordance with clause 18;
- (g) the Trustee is removed from office by a court of competent jurisdiction.
- (h) the Trustee fails to attend 3 consecutive meetings unless the failure to attend those meetings is excused (whether before the meeting or after) at a meeting of the Trustees.

**18. REMOVAL OF TRUSTEES**

The Appointments Committee shall have power:

- (a) at any time to remove by notice in writing any Trustee and to appoint a Trustee in his or her place;
- (b) subject to Clause 12.2 to appoint at any time an additional Trustee;

provided that the Appointments Committee shall not act to remove any Trustee or to appoint a replacement Trustee or appoint any additional Trustee without first consulting with the remaining Trustees.

**19. PROCEEDINGS OF TRUSTEES**

**19.1 Election of Chairperson**

The Trustees shall at their first meeting, and thereafter at each Annual Meeting of the Trust elect from one of their number a Chairperson, and if they so desire a Deputy Chairperson.

**19.2 Chairperson to Preside**

The Chairperson or in his/her absence the Deputy Chairperson (if there is one) will preside over meetings of the Trustees, but if at any meeting the Chairperson or Deputy Chairperson is not present within five minutes after the time appointed for holding the meeting, the Trustees present may choose one of their number to be Chairperson of the meeting.

**19.3 Rules of Proceedings**

Subject to any provisions in this Deed to the contrary, the Trustees will dispatch business and regulate their decision making as they think fit but shall observe the following rules of proceedings:



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(a) Majority Vote

Questions arising at any meeting of the Trustees will be decided by a majority decision provided that in the event of an equality of votes, the Chairperson shall have a casting vote.

(b) Notice of Meetings

Trustees shall be given notice of all meetings by phone, fax or letter, provided that it will not be necessary to give notice of a meeting of the Trustees to any Trustee for the time being absent from New Zealand.

(c) Quorum

The quorum necessary for the transaction of the business of the Trustees will be a majority of the Trustees. If at any meeting no quorum is present the meeting shall be adjourned for one week and the Trustees attending the adjourned meeting shall constitute a quorum.

(d) Frequency of Meetings

The Trustees shall meet as necessary to conduct the business of the Trust but shall meet not less than once every three months. One of such meetings, to be held not more than one month after the end of each Financial Year, shall be designated as the Annual Meeting of the Trust. Meetings of Trustees shall be convened by the Chairperson at such place or time as the Chairperson or in his/her absence the Deputy Chairperson may determine.

(e) Written Resolutions

A resolution in writing signed by all of the Trustees entitled to receive notice of a meeting of the Trustees will be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Trustees.

(f) Copies of all resolutions of Trustees passed without notice to a Trustee who is overseas shall as soon as practicable after the passing of the resolutions be sent to the last known address of such absent Trustee.

(g) Meetings to be Open to the Public

Trustees shall conduct their meetings and deliberations in public, but may exclude the public for the reasons permitting the exclusion of the public under the Local Government Official Information and Meetings Act, 1987.

(h) Minutes

The Trustees will cause to be kept full and proper minutes of their decision making process and resolutions.







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20. APPOINTMENT OF ADVISORY COMMITTEES

- 20.1 An Advisory Committee may be established as the Trustees see fit for the Trust or for any specific part of the Trust, properties, or collections or programmes. Any such Committee may be disestablished by the Trustees at any time.
- 20.2 Trustees will negotiate with Tangata Whenua, the relationship with any such committee advising on Tangata Whenua issues.
- 20.3 Each Advisory Committee shall comprise such persons including any Trustees as the Trustees may appoint, and shall provide recommendations and information to the Trustees in respect of the matter for which the Advisory Committee was established.
- 20.4 The Trustees shall carefully consider any advice or recommendations submitted by the Advisory Committee, and whether that advice or those recommendations should be incorporated into any decision made by the Trust, provided that the Trustees shall not be bound to accept any advice or recommendations made.
- 20.5 Time spent by any Trustees serving on an Advisory Committee shall not be deemed as service to the Trust for remuneration purposes.

21. MEETINGS BY WAY OF ELECTRONIC COMMUNICATION

- 21.1 The contemporaneous linking together by telephone or other means of communication of a number of Trustees being not less than the quorum (whether or not any one or more of the Trustees is out of New Zealand) shall be deemed to constitute a meeting of Trustees and all the provisions of this Deed in respect of such meetings shall apply, so long as the following conditions are met:
  - (a) All the Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be entitled to notice of the meeting by telephone or other means of communication and to be linked by telephone or other means for the purpose of such meeting and shall have received two working days notice prior to such meeting.
  - (b) Each Trustee taking part in a meeting by telephone or other means of communication must throughout the meeting be able to hear each of the Trustees taking part in the meeting.
  - (c) At the commencement of the meeting each Trustee must identify himself/herself to each other Trustees and must acknowledge the Trustees presence for the purpose of the meeting to all other Trustees taking part.

22. FINANCIAL ADVISER

- 22.1 The Councils may at any time and from time to time appoint a person of their choice as a Financial Adviser to the Trust ("The Financial Adviser").
- 22.2 The Financial Adviser shall be given access to all accounts, record and information as he or she may require to oversee the financial management of the Trust.



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- 22.3 The Financial Adviser may from time to time:
- a. inquire into the financial management of the Trust
  - b. report to the Trustees and/or the Councils (with or without recommendations) on any matter which he or she thinks appropriate in relation to the financial management of the Trust.
- 22.4 The Trustees shall consult with the Financial Adviser in respect of any report made to the Trust and shall have regard to the contents of any such report including any recommendations made in such report.
- 22.5 The costs and expenses of the Financial Adviser shall be borne by the Councils.
- 22.6 The Financial Adviser shall be entitled to attend any meeting of the Trustees and to participate in any meeting but shall not be entitled to vote on any matter arising at the meeting. For that purpose the Financial Adviser shall be given all information, material and notices as if he or she were a trustee.

**23. ALTERNATE TRUSTEES**

- 23.1 Where the Appointments Committee has appointed any person as a Trustee, the Appointments Committee may appoint (but shall not be obliged to appoint) a person to act as an alternate Trustee for any Trustee so appointed during any period when that Trustee is absent from New Zealand or is otherwise unable to attend any meeting of Trustees.
- 23.2 Each person appointed as an alternate Trustee shall:
- (a) Have all the rights, power and obligations of the Trustee for whom the alternate Trustee is acting.
  - (b) Automatically be entitled to act as an alternate Trustee for any Trustee or Trustees from time to time during any periods of absence until such time as the alternate Trustees appointment is cancelled.
- 23.3 The Appointments Committee may from time to time revoke the appointment of any person appointed to act as alternate Trustee by notice in writing to the Chairperson and may appoint any other person as an alternate Trustee.
- 23.4 Each alternate Trustee shall be entitled to receive copies of all notices of meetings, Trustees minutes and other written information forwarded to Trustees.

**24. INTEREST OF TRUSTEES**

- 24.1 Any Trustee of the Trust may contract and have dealings with the Trust in respect of the Trust assets, whether as purchaser, vendor, lessor, lessee, licensor, licensee, manager, employee or otherwise howsoever, provided that if any Trustee of the Trust or any other person (whether that person and the Trustee are associated persons as defined in the Income Tax Act 1976), either personally or by virtue of being a director or shareholder of any company or as Trustee of any other Trust:



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- (a) is in any way interested in any contract or dealing with the Trust; or
- (b) shall have an interest or duty in any particular matter or matters which shall conflict with the duty of the Trustee or the terms of the Trust herein;

then such Trustee must prior to any relevant discussion declare his or her interest in the matter and he or she shall not be entitled to participate or vote in any consideration of it by the Trustees.

- 24.2 Where any matter in which a Trustee or Trustees have a personal interest is being considered then that Trustee or Trustees shall declare that interest prior to any discussions or decision being made.

**25. EXECUTION OF DOCUMENTS**

- 25.1 All documents shall be executed in accordance with Section 19 of the Charitable Trusts Act 1957.

**26. TRUSTEES' REMUNERATION AND EXPENSES**

- 26.1 The Trustees may with the prior approval of the Councils resolve to pay themselves or any of them an annual remuneration for their services as Trustees provided that such remuneration shall not exceed reasonable reimbursement for services actually rendered or out of pocket expenses incurred by the Trustees in relation to their obligations under this Deed.

**27. ACCOUNTS AND AUDIT**

- 27.1 The Trustees will cause true and full records to be kept in accordance with proper accounting practices of all their receipts, credits, payments and liabilities and all other matters necessary for showing the true state and condition of the Trust and its assets.
- 27.2 The annual accounts of the Trust will be prepared by a Chartered Accountant appointed by the Trustees and will be audited at least once a year by an auditor appointed by the Trustees.
- 27.3 The books of account will be kept at the Trustees' office or at such other place as the Trustees think fit and will always be open to the inspection of the Trustees.

**28. ANNUAL MEETING AND REPORTING**

- 28.1 Once each year the Trustees shall call a meeting of the Trustees with the Councils and Tangata Whenua at which the Trustees shall provide and report in respect of the following:
- (a) The annual accounts and the audit.
  - (b) Compliance with the Strategic Plan and the Aims and Objectives of the Trust.
  - (c) Compliance with the terms and conditions upon which any collection is held.





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- (d) Compliance with any accessioning policy.
  - (e) The disposal of any item or part of any collection in accordance with the approved Deaccessioning Policy.
- 28.2 The Trustees shall prepare and submit to the Council such accounting and other information concerning the Trust as the Councils may require to fulfil their own obligations under the Local Government Act 1974.
- 28.3 The Councils and Tangata Whenua may ask the Trustees to report to them at any time but only in respect of such other matters as may reasonably be required by the Councils or Tangata Whenua to fulfill or comply with any statutory obligation..

29. STRATEGIC PLAN

- 29.1 The Trustees shall within the first 12 months from the date of this Deed develop and complete a Strategic Plan to give effect to the Aims and Objectives of the Trust Deed and the acquisition, deaccession and collection development policies. That Strategic Plan shall be submitted to the Councils and Tangata Whenua in draft form not less than three months prior to the end of the financial year and the Councils and Tangata Whenua shall be invited to submit comments in respect of that Strategic Plan which shall be had regard to by the Trustees in finalising that Plan.
- 29.2 The Strategic Plan shall be reviewed once each year no later than the end of the financial year and the Councils and Tangata Whenua shall be given the opportunity to comment each year in respect of the Trust's Strategic Plan.

30. TRUSTEES INDEMNITY AND LIABILITY

- 30.1 The Trustees shall not be liable for:
- (a) any losses or liabilities except losses or liabilities arising from their own dishonesty, wilful default or wilful breach of trust; or
  - (b) any act or acts or attempted act done in exercise of or pursuant to any trust, power or discretion vested in them by this Deed; or
  - (c) any omission or omissions or non-exercise in respect of any trust, power or discretion of the Trustees under this Deed.
- 30.2 The Trustees and every other person acting on behalf of the Trustees shall be indemnified out of the Trust Assets against all liabilities and expenses incurred by them in the exercise or attempted exercise of the trusts, powers and discretions vested in the Trustees pursuant to this Deed and in respect of any matter or thing done or omitted to be done in any way relating to this Deed and the Trust. This indemnity shall extend to any payments made to any Person whom the Trustees bona fide believe to be entitled thereto though it may be subsequently found that the person was not in fact so entitled. The Trustee shall have a lien or charge on the Trust Assets and may retain and pay out of any moneys in the Trust all sums and amounts necessary to give effect to this indemnity.
- 30.3 The liability of the Trustees in connection with this Deed or at law shall at all times be limited to the Trust Assets.



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- 30.4 No Trustee shall be subject to any greater standard of care, diligence and skill in executing the trusts of this Deed by virtue of that Trustee's professional employment or business. In particular, although the Trustees will from time to time include persons whose professions, employment or business is, or includes acting as a trustee or investing money on behalf of others, the care, diligence and skill to be exercised by the Trustees shall be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.
- 30.5 Each Trustee is indemnified by the Councils for any loss, liability or expense suffered or incurred by a Trustee where:
- (a) the loss liability or expense is properly suffered or incurred by the Trustee in carrying out the Trusts of the Deed, and is not due to any breach by the Trustee of their obligations under this Deed, or otherwise as Trustee (and shall include a liability or expense suffered or incurred by the Trustee in defending an action against the Trustee in good faith, other than an action for breach of trust under Clause 8.1 and 8.2 of this Deed, which is unsuccessfully defended); and
  - (b) the Trust Assets are insufficient to cover the liability or expense; and
  - (c) any Trustees' insurance effected by the Trustees is insufficient to cover the liability or expense (and in that case to the extent of the insufficiency of cover); and
  - (d) the Councils are satisfied on reasonable grounds that the Trustees (or any of them) have made reasonable efforts to minimise that liability or expense.
- 30.6 The Trustees will notify the Councils immediately they become aware of any contingent liability or expense or loss for which indemnity may be sought under Clause 30.5 and act in accordance with any reasonable directions of the Councils.

### 31. DELEGATION BY TRUSTEES

- 31.1 The Trustees shall have, to the extent permitted by law, full power to delegate to any officers or employees of the Trustees or to any attorney, agent or other person nominated or appointed by the Trustees, all or any of the powers, authorities and discretions exercisable by the Trustees under this Deed, but without in any way releasing the Trustees from their obligations under this Deed. Without in any way affecting the generality of the foregoing the Trustees may in exercising this power of delegation:
- (a) by power of attorney appoint any person to be the attorney or agent of the Trustees for such purposes and with such powers, authorities or discretions as the Trustees think fit with power for the attorney or agent to subdelegate any such powers, authorities or discretions;
  - (b) appoint by writing or otherwise any person to be agent or sub-agent of the Trustees as the Trustees may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Trustees) as they think fit and to supersede or suspend any such agent or sub-agent for any reason as the Trustees think sufficient.



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"Assets" or "Trust Assets" means all money, material, information, investments, property and leases of property and anything from time to time owned or beneficially held by the Trust, but excludes:

- (a) all collections
- (b) the Trust facilities.

"Charitable Purpose" means every purpose which under the law of New Zealand is charitable, and without limiting its generality includes a purpose which is for the education or benefit or enjoyment and advancement of the people of the Nelson and Tasman districts and other people of New Zealand with particular regard to heritage issues, history, aesthetics and culture.

"The "Collection" and "Collections" means all material evidence and associated information, also referred to as specimens or artefacts and taonga that are registered as belonging to or in the care of the Museum or Trust for the purpose of preservation, research, documentation, exhibition or interpretation.

"Deed" means this Deed including any schedules and any amendments.

"Financial Year" means the same period adopted by the Councils as their financial year or with the consent of the Councils any other period.

"Major Transaction" means a transaction, undertaking agreement or arrangement that has or is likely to have the effect of the Trustees acquiring rights or interests or incurring obligations or liabilities as the value of which is more than 25% of the value of the Trust Assets at that time.

"The Museum" means Nelson Provincial Museum and "Museum" means primarily "The Museum" a place in which the material history of an area and its people resides, and where it is preserved for the use and enrichment of future generations of that community.

"Property" means real property.

"Region" means within the boundaries of the Nelson City Council and Tasman District Council.

"Special Resolution" means a resolution passed at a meeting of Trustees at which not less than three quarters of the Trustees present vote in favour of the resolution.

"Strategic Plan" means the Strategic Plan for the Trust, completed in accordance with Clause 29.

"Tangata whenua" means those people of Maori descent whose ancestral tribal roots are of the Nelson-Tasman region,

"Trust" means the Trust established by Deed and known as the Tasman Bay Heritage Trust.

"Trust facilities" means the facilities known as the Nelson Provincial Museum and any other facilities for the provision of Museum and the gallery services acquired or managed by the Trust, and includes any digital or electronic site, entity or mechanism.





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32. INCORPORATION UNDER THE CHARITABLE TRUST ACT 1957

32.1 The Trustees shall forthwith after the execution of this Deed apply for incorporation under the Charitable Trusts Act 1957 and the Trustees are authorised to make such application on behalf of the Trust.

33. COMMON SEAL

33.1 Upon incorporation of this Trust in accordance with Clause 32.1 the Trustees shall procure a common seal for the Trust and shall provide for its custody. Any documents required to be signed under the Common Seal shall be attested by any two Trustees.

34. ALTERATION TO THE DEED

34.1 The Trustees may from time to time by special resolution alter, or add to any of the provisions of this Deed provided that:

(a) any alteration or addition to this Deed made to correct a manifest error or which is of a formal, technical or administrative nature only, other than an alteration or addition shall not be made without the prior consent in writing of the Councils and Tangata Whenua.

(b) at least 14 days notice of intention to move any amendment to this Deed has been given to all Trustees.

34.2 No alteration, or addition may be made to this Deed which detracts from the exclusively charitable nature of the Trust.

35. WINDING UP OF THE TRUST

35.1 On the winding up of the Trust or on its dissolution by the Registrar of incorporated Societies, all surplus assets after the payment of costs, debts and liabilities shall be disposed of in accordance with the directions of the High Court pursuant to Section 27 of the Charitable Trusts Act 1957.

35.2 Neither the Trustees nor any individual Trustee shall make an application under Section 25 of the Charitable Trusts Act 1957 to the High Court to put the Trust into liquidation without first obtaining the written consent of the Councils. Before the Councils give any such consent they shall consult with Tangata Whenua.

35.3 The Councils may make application to the High Court under the said Section 25 but before doing so shall consult with the Trustees and Tangata Whenua.

35.4 On any winding up of the Trust, Collections are to be retained by the Councils as an entity within the region and used for Charitable Purposes similar to those specified in this deed.

36. INTERPRETATION DEFINITIONS

36.1 In this Deed unless the context otherwise requires,

"Advisory Committee" means a committee established under clause 20.



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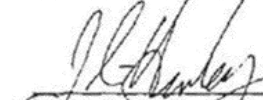
"Trustees" means the Trustees of the Trust from time to time, and can also be referred to as Nga kaiwhakahaere or in the singular as kaiwhakahaere.

36.2 A person includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of state (in each case whether or not having separate legal personality).

36.3 This Deed is binding upon the parties and their respective successes and permitted assigns, where the context permits words describing the singular include the plural and vice versa and words importing masculine, feminine or neuter gender include all genders.

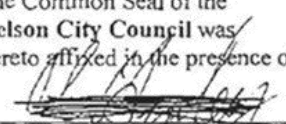
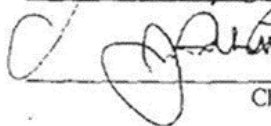
The Common Seal of the )  
Tasman District Council was )  
hereto affixed in the presence of: )



  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Chief Executive

The Common Seal of the )  
Nelson City Council was )  
hereto affixed in the presence of: )



  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Chief Executive

Signed by Joseph Martin Rudhall )  
as Trustee in the )  
presence of: )



Signature: *V. R. A. Hments*  
Name: *V. R. A. Hments*  
Address: *3 Kew Place, Richmond*  
Occupation: *Divisional Manager*





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Signed by Robert Gordon Dickinson )  
as Trustee in the )  
presence of: )

Signature:

Name: V. R. Atkents

Address: 3 Kew Place, Richmond

Occupation: Divisional Manager



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**MEMORANDUM OF UNDERSTANDING IN RESPECT OF  
THE ESTABLISHMENT AND FUNDING OF THE TASMAN  
BAYS HERITAGE TRUST**

**Parties**

1. Nelson City Council (NCC)
2. Tasman District Council (TDC)
3. Tasman Bays Heritage Trust (the Trust)

**1 BACKGROUND**

- a. The NCC and TDC have established a charitable trust called the Tasman Bays Heritage Trust to manage and operate the Nelson Provincial Museum (the Museum) and any other assets that are acquired or operated by the Trust.
- b. The Trust has been formed by the NCC and the TDC as a charitable trust for those purposes and will be incorporated under the Charitable Trust Act 1957.
- c. The NCC, TDC and the Trust have agreed to enter into this Memorandum of Understanding to define their respective obligations to each other in respect of the funding and operation of the Trust.
- d. It is intended that the Trust take over management of the Museum as from 1 July 2000.

**2 OPERATIVE PART**

**2.1 Trustee's Responsibilities**

Subject to the terms of this Memorandum of Understanding and the Deed of Trust, the Trustees shall take overall control of and responsibility for the management, administration and the day to day operations required to achieve the aims and objects of the Trust as detailed in the Deed of Trust, and will perform all of their responsibilities under the Deed of Trust in a prudent



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manner, and will discharge all of their responsibilities to the NCC and TDC under this Memorandum of Understanding and the Deed of Trust.

- 2.2 The Trustees shall use their best endeavours to devote adequate and sufficient time, attention and resources to carry out their obligations under this Memorandum of Understanding to ensure the Trust carries out its objectives.

3 COMMENCEMENT OF OPERATION OF MUSEUM BY TRUST &  
TRANSFER OF ASSETS

3.1 Transfer of Key Asset Groups

The NCC and the TDC shall transfer to the Trust the collections and assets of the Nelson Provincial Museum at present owned or administered by the two Councils, and responsibility for the management of all collections on loan to the Museum and more particularly the following:

3.1.1 Collections

Artefacts, specimens and taonga that are registered or are thought to be registered as owned by or in the care of the Museum by way of donation, bequest, field collection, purchase, exchange or loan comprising:

- a. Museum collection.
- b. Museum loan collections.
- c. Museum education collections.
- d. Museum exhibition support collection.
- e. Museum research reference collection.
- f. Other items including objects that are yet to be documented, researched and designated.

In respect of these items, the transfer does not in itself presume ownership, nor will it prejudice future claims of ownership. Where collections have in the past been loaned to the Museum and the Council has acted in a caretaker/bailment role, the Trust shall continue





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to observe all the terms and conditions upon which the collections have been loaned to the Museum.

3.1.2 Records

Information held on any medium and in any format about all objects and activities past and present related to:

- a. Museum collections.
- b. Museum assets, including buildings.
- c. All other concepts, products and productions made by or for the Museum.
- d. Museum operations and associated activities.

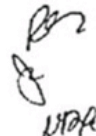
3.1.3 Finances

All monies held by or for the Museum as at 30 June 2000, including

- a. Museum reserve funds.
- b. Nelson Provincial Museum Trust funds.
- c. Cash held by and for the Museum.
- d. Agreed outstanding payments from the TDCs and the NCCs respective current Museum levies.
- e. Other promissory funding or bequests including grants from the Bett Trust, the Community Trust, New Zealand Lotteries Grant Board, Ministry of Education, or any other body person or estate committed to make funding to the Museum, subject to the approval of such Trusts, Board, Ministry or other body, person or estate.

3.2 Other Assets

All assets, excluding collections, and listed in the NCCs Nelson Provincial Museum asset register that are jointly owned by NCC and TDC and other items of lesser value held by or for the Museum including





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- a. Fixed and unfixed amenities, including the Museum building at Isel Park, the cool store and steel containers, detailed in Schedule A.
- b. Fixed and unfixed plant and equipment.
- c. Fixed and unfixed office furniture and fittings.
- d. Fixed and unfixed display and collection storage, furniture and fittings.
- e. All shop stock.

3.3 All parties will take such actions and sign such documents as may be necessary or reasonably required to fully and effectually vest the ownership and/or control of the assets described in the Trust.

3.4 Should it be established at any time to the satisfaction of NCC and TDC that any asset transferred to the Trust whether in respect of ownership or responsibility for management was not in fact owned by NCC and TDC or the responsibility for management of which was not lawfully able to be transferred, the Trust will, if called upon by NCC and TDC, hand over possession of such asset to the person or organisation in whom ownership lies.

3.5 Should it be established at any time to the satisfaction of NCC and TDC that they did not have the power to transfer any asset owned by them to the Trust then the Trust will, if called upon by NCC and TDC, transfer ownership of such asset back to NCC and TDC.

4 **CONTRACTS & OBLIGATIONS**

The Trust agrees to duly perform all the obligations of the NCC and TDC under all loans, contracts, leases, or any other agreement as from 1 July 2000 as detailed in Schedule B.

5 **STAFF**

5.1 The Trust will take over as at midnight on 30 June 2000 all existing staff employed at the Museum under terms and conditions of employment the





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same as or no less than the terms and conditions then existing, and agrees to take over responsibility for all staff contracts, costs and liabilities, including the responsibility for untaken leave balances and service provisions.

5.2 The Trust also agrees to take over responsibility for all volunteers providing services to the Museum as at midnight on 30 June 2000.

5.3 The staff expected to be employed by the Museum as at 30 June 2000 are as follows:

Manager Museum Services  
Museum Programmes Manager  
Museum Collections Manager  
Administration Co-ordinator  
Weekend Receptionist (2 part time)  
Senior Teacher, School Service  
Exhibition Projects Manager  
Exhibition Technician  
Curator of Archive Collections  
Curator of Photographic Collections  
Photographic Technician

5.4 Should the Trust at any time within 12 months from 1 July 2000 determine that a restructuring of staff which results in redundancies needs to take place, then the Councils shall be equally responsible for any redundancy payments arising from such restructuring, provided that:



5.4.1 The Trust has given not less than 14 days notice to the NCC and the TDC of its intention to restructure; and

5.4.2 The NCC and the TDC are satisfied that the staffing levels will be sufficient to ensure that all the aims, objectives and conditions in the Deed of Trust can be properly met by the Trust.



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6 FUNDING AND CONTRIBUTIONS

6.1 Ongoing Financial Contributions

Subject to clauses 6.1.3, 6.4, 6.5 and 6.6, an annual contribution shall be made to the ongoing funding of the Trust by the two Councils as follows:

6.1.1 By the NCC

- (a) \$211,200 towards the operational costs; and
- (b) \$17,000 for administration costs and \$5000 for trustees expenses..

6.1.2 By the TDC

- (a) \$199,900 towards the operational costs; and
- (b) \$17,000 for administration costs and \$5000 for trustees expenses.

6.1.3 The amounts provided by each Council for administration costs and trustees expenses shall be reviewed by each Council following consultation with the Trust after the first 12 months operation of the trust, and thereafter to be reviewed in accordance with clause 6.6. On review each Council shall be entitled to increase, decrease, retain at the same level or discontinue such amounts.

6.2 The NCC and the TDC shall pay their contribution quarterly, with the first such contribution from each Council due and payable on or before 1 July 2000. Subsequent instalments shall be paid on 1 October, 1 January, 1 April and 1 July in each year.

6.3 Subject to clauses 6.1.3, 6.4, 6.5 and 6.6, the NCC and the TDC shall increase the contributions set out in clause 6.1 each year by the percentage of the consumer price index as determined at the 31 December in the previous year.

6.4 The two Councils may withhold payments due if the Trustees fail to carry out the obligations and responsibilities set out in the Memorandum of Understanding and Deed of Trust, until such time as the Councils are satisfied that their concerns are being properly addressed.





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6.5 Review of Funding

The contributions agreed to be made by the Councils pursuant to this clause shall be reviewed once every three years throughout the term of this Memorandum of Understanding, but the contributions determined to be made on any review shall be no less than the contributions agreed to be made for the 12 month period immediately preceding the review.

6.6 Capital Funding

6.6.1 Subject in the case of administration costs and trustees expenses to clause 6.1.3 it is agreed that the Trustees shall within 18 months from the date of this Memorandum or such further period of time as the Councils may agree to, submit a proposal to the two Councils for capital funding to be applied towards the acquisition and/or development of a Museum building and any other fixed assets which the Trustees determine as being necessary for the Trust to meet the objectives in the Trust Deed.

7 TERM

The term of this Memorandum of Understanding shall commence on 1 July 2000, and subject to anything else herein contained, shall expire on the date nine years from 1 July 2000, unless terminated earlier under clause 14.

8 STRATEGIC PLAN

8.1 The Trust shall develop a Strategic Plan on an annual basis in consultation with the Councils and Tangata Whenua, and report on compliance with the Strategic Plan and the aims and objectives of the Trust in accordance with clauses 28 and 29 of the Deed of Trust.

8.2 The Trustees shall manage and operate the business of the Trust in each financial year within the terms of the Strategic Plan adopted by the Trustees for that year, and shall not expend any monies, incur any liabilities or





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otherwise act outside the terms of the approved or adopted Strategic Plan to any material extent without the prior written approval of each Council.

9 ACCOUNTS AND REPORTS TO THE COUNCILS

- 9.1 The Trustees will, at the end of each financial year, prepare annual accounts and financial statements in a manner and form approved by the Trust auditor, fairly showing the operating and financial position of the Trust for the financial year, which shall include a statement of financial performance, a statement of financial position, a statement of cash flows, and supporting notes. A copy of these accounts and financial statements shall be given to each Council within 60 days of the end of the financial year.
- 9.2 The Trustees will, six monthly in each financial year, prepare and submit a report to each council setting out progress made by the Trustees in achieving the objectives and outcomes, and other proposals contained in the Strategic Plan.
- 9.3 The Trustees shall, within 60 days of the end of each financial year, provide to each Council a report on how the Trustees achieved the outcomes and objectives set out in the Strategic Plan, and whether outcomes and objectives set out in the Strategic Plan since the date of the previous Strategic Plan were achieved or exceeded.

10 LEASING ARRANGEMENTS

- 10.1 The NCC agrees to enter into a lease of the land on which the Nelson Provincial Museum is currently situated (as shown on the attached plan) on terms and conditions agreed between the NCC and the Trustees, being terms and conditions normally applicable to leases of this kind and for a term of not less than nine years.
- 10.2 The lease shall contain provision that NCC as lessor may terminate the lease if there is a breach by the Trust of this Memorandum or the Trust Deed.

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11 APPOINTMENT OF FINANCIAL ADVISER

The Trust acknowledges that the Trust Deed shall make provision for the Councils to appoint at any time and at the cost of the Councils a Financial Adviser for the purpose of overseeing the financial management of the operations of the Trust and with whom the Trustees shall consult and whose views the Trustees shall have regard to.

12 NO PARTNERSHIP

Nothing in this Memorandum, or in the relationship of the parties under this Memorandum, shall in any way be construed as creating a partnership, or as conferring upon the parties or any of them any of the rights or subjecting them or any of them to any of the liabilities of a partner.

13 NO ASSIGNMENT

Neither the Councils nor the Trust shall assign, charge or sublicence any of the rights granted herein.

14 TERMINATION

The two Councils by agreement have the right to terminate this Memorandum at any time after the happening of any of the following events:

- a. Failure by the Trustees to pay the Trust's debts when due and owing.
- b. If an encumbrancer takes possession or a receiver or manager is appointed to any of the property or assets of the Trust.
- c. The Trustees proposing to make any arrangement or composition with creditors or ceasing or threatening to cease to carry on business.
- d. The winding up of the Trust.
- e. The Trust losing its charitable status for any reason, under either the Charitable Trusts Act 1957, or for the purposes of the Income Tax Act, 1994,
- f. If without the prior consent in writing of either Council the Trustees alter or attempt to alter the Deed of Trust.
- g. Breach of Lease which has not been remedied within 28 days of written notice being served on the Trust by the Lessor, of such breach.
- h. Breach of the Memorandum of Understanding.



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- i. Breach of the Trust Deed.

15 DISPUTES

- 15.1 In the event of any dispute arising between any or all of the parties to this Memorandum of Understanding, the parties shall, without prejudice to any other right, immediately explore in good faith whether the dispute can be resolved by agreement between them, using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal, or any other alternative dispute resolution technique.
- 15.2 In the event the dispute is not resolved by such agreement within 21 days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration by a single arbitrator pursuant to the Arbitration Act 1996.
- 15.3 The arbitrator shall be agreed between the parties within 10 days of receiving written notice of the referral by the referring party to the others, or failing agreement appointed by the president of the Nelson District Law Society.
- 15.4 In either case the arbitrator shall not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 15.5 The arbitrator so appointed shall be obliged to proceed with maximum expedition to delivery of an award within two months of the appointment.
- 15.6 The parties agree to co-operate fully in every respect with the arbitration, and further agree that any award made by the arbitrator shall be final and binding and hereby waive any right to appeal against any award or seek judicial review of it in any court.

16 NOTICES

- 16.1 All notices and other communications required or permitted to be made hereunder shall be sent by registered mail, hand delivered or by facsimile transmission to:

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22 June, 2000

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- a. The Nelson City Council at Civic House, Trafalgar St, Nelson, Attention the Chief Executive
- b. The Tasman District Council, 189 Queen St, Richmond, attention the Chief Executive
- c. The Tasman Bays Heritage Trust at Nelson Provincial Museum, Isel Park, Hilliard St, Nelson.

or such other address within New Zealand as any of the parties may specify by notice to the others. All such notices or communications shall be deemed to have been duly given or made

- a. Three business days after being deposited in the mail with mail postage pre-paid.
- b. When delivered by hand.
- c. If by facsimile, on the next business day following receipt by or on behalf of the intended recipient, unless a verifiable query as to material eligibility is promptly raised.

17 WAIVER

17.1 The failure of the parties at any time or times to require performance of any provision of this Memorandum shall in no manner affect its right to enforce such provision at a later time.

17.2 No waiver by any party of any condition nor the breach of any term, covenant, representation, warranty, or undertaking contained in this Memorandum, whether by conduct or otherwise in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or deemed to be or be construed as the breach of any other term, covenant, representation, warranty, in undertaking in this deed.

17.3 Such of the conditions inserted by the councils or the Trust for their respective benefits may be waived by the party having the benefit of the condition in question.

18 MODIFICATIONS





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This Memorandum of Understanding may be amended only by a further Memorandum in writing, signed pursuant to a resolution of both Councils and the Trust.

19 INTERPRETATION

19.1 The following words and expressions shall (except where the context otherwise requires) have the following meanings:

- “**Business day**” means a day other than a Saturday or Sunday on which registered banks are open for general banking business in Nelson.
- “**Commencement date**” means 1 July 2000.
- “**Deed**” or “**Deed of Trust**” or “**Trust Deed**” means the Deed of Trust setting up the Tasman Bays Heritage Trust, and as such expression includes all amendments from time to time made in respect of such Deed.
- “**Financial Year**” means during the currency of this Deed each year ending on 30th day of June or ending on such other date that the two councils and the Trustees shall agree upon.
- “**Strategic Plan**” means the strategic plan referred to in clause 29 of the Deed of Trust.
- “**Trustees**” mean the Trustees of the Tasman Bays Heritage Trust.
- “**The Term**” means the term of this Deed in accordance with clause 7.
- “**Year**” means calendar year.

19.2 Any reference to

- a. Any provision of any act shall include any modification, re-enactment or extension thereof for the time being in force and also any corresponding provision in repealed enactments.
- b. The singular includes a reference to the plural and vice versa.
- c. Any agenda includes a reference to all other agendas.
- d. Any recital clause, subclause or schedule is except where the context otherwise requires, a reference to a recital, clause,



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subclause or schedule as the case may be, of or to this  
Memorandum.


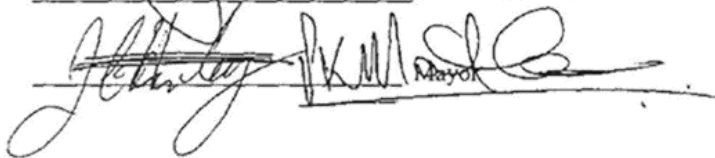
20 TRUST DEED TO PREVAIL

Where there is any conflict between this Memorandum and the Deed of Trust, then  
the terms of the Deed of Trust shall prevail.

Dated the 23<sup>rd</sup> day of June, 2000.

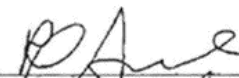

The common seal of THE NELSON  
CITY COUNCIL was hereunto affixed  
in the presence of



  
\_\_\_\_\_  
Chief Executive  
  
\_\_\_\_\_  
Mayor

The common seal of the TASMAN  
DISTRICT COUNCIL was hereunto  
affixed in the presence of



  
\_\_\_\_\_  
Chief Executive  
  
\_\_\_\_\_  
Mayor

*AS*





Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
Attachment 1

Signed by **JOSEPH MARTIN RUDHALL**  
and **ROBERT GORDON DICKINSON** as initial  
trustees in the presence of in the presence of

)   
\_\_\_\_\_  
) Trustee  
)   
\_\_\_\_\_  
Trustee

Signature: V.R. Aitments

Name: V.R. Aitments

Address: 3 Kew Place  
Richmond

Occupation: Divisional Manager





Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
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SCHEDULE A : MUSEUM BUILDINGS

On the land at Isel Park, being Pt Lot 1 DP2784 and owned by the Nelson City Council, are the following structures which are to vest in "The Tasman Bays Heritage Trust":

- i. Main museum and administration building including:
  - exhibition galleries
  - collection stores
  - reference libraries
  - darkroom
  - workshop
  - work rooms
- ii. Coolstore
- iii. Storage containers (2 x steel shipping containers)
- iv. Time Capsule

  
UR



Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
Attachment 1

**SCHEDULE B : LOANS, CONTRACTS, LEASES & OTHER  
AGREEMENTS AS AT 1 JULY 2000**

Best and West, Nelson	Maintenance of photo coolstore plant
Cannon NZ, Nelson	Maintenance of digital photocopier
Canon NZ, Nelson	Maintenance of microfilm reader
Contact Energy	Electricity supply
Crown Security Services	Cash pick-up services
ICONZ/Asia Online	Internet access provision
Nelson Alarms	Maintenance of security and fire alarm system
Ministry of Education	LEOTC funding agreement
Nelson Laundry Ltd	Bins and towels
Securitas (Chubb Protective Services)	Security site monitoring
Signature Security Systems, Christchurch	Security and climate control systems monitoring
Sturrock and Greenwood	Maintenance of air conditioning plant
Sunrise Cleaning	Cleaning of Museum premises
Telecom NZ	Cellular link (alarm signals) 025 2841407
Telecom NZ	Landline for general communication 3 547 9740
Also:	
Museum Aotearoa	Institutional membership
Canterbury Museum, Christchurch	Exhibition loan agreement (Spiders)
National Services of Te Papa	Liaison service agreement
Nelson City and Tasman District Councils	Various funding and financial agreements
Nelson City Council	Various service agreements; rates, water, access to/use of facilities at Isel Park, Isel House, Broadgreen House, Melrose House, Founders Park
	Ground lease for museum facilities in Isel Park
	Staff Group Health Scheme (Southern Cross)
Nelson Mail, Nelson	Exhibition sponsorship agreement
NZ Lotteries Commission	Collection management project funding agreement
Sun Signs, Nelson	Exhibition sponsorship agreement
The Planet, Nelson	Communication sponsorship agreement
Super Trust of NZ	Superannuation funding for staff
National Provident Fund	Superannuation funding for staff
Other	Collection and financial donation, gift and loan agreements

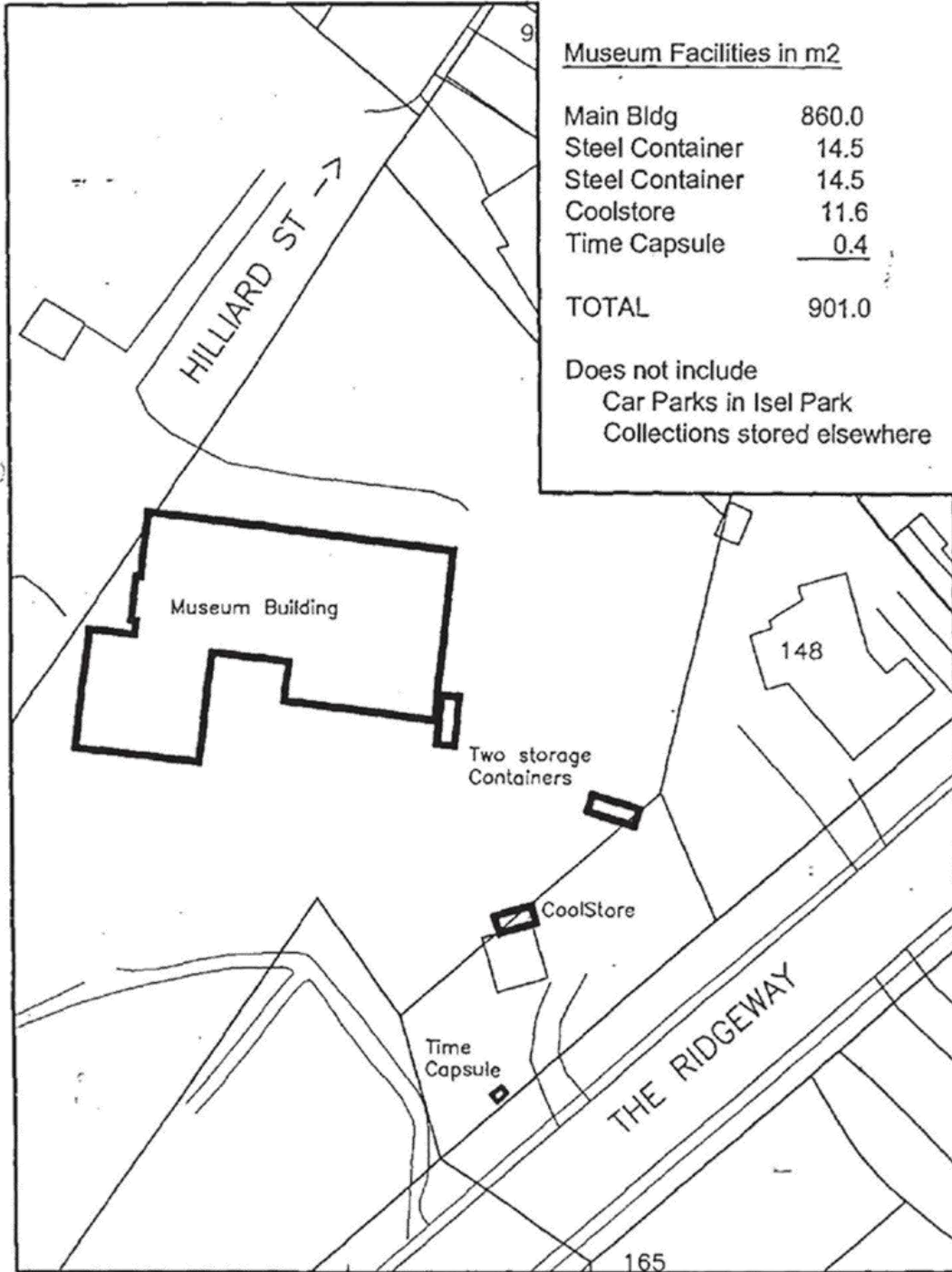
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Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
Attachment 1



Clause 10: Plan of land (Not to Scale)

A2106703



Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
Attachment 1

**VARIATION TO MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE ESTABLISHMENT AND FUNDING OF THE TASMAN BAYS HERITAGE TRUST**

**Parties:**

1. Nelson City Council (NCC)
2. Tasman District Council (TDC)
3. Tasman Bays Heritage Trust (The Trust)

**1. Background**

- a. On 23 June 2000 the parties entered into a Memorandum of Understanding to provide for amongst other things funding by the two Councils and undertakings and responsibilities on the part of the Trust.
- b. The parties wish to vary that Memorandum of Understanding to provide as follows:
  - i. Funding and Contributions
    1. The operational funding levels currently provided for the Trust in the Long Term Council Community Plans of both Councils are confirmed.
    2. The two Councils agree that additional operational funding of \$143,300 from each Council for the 2006/07 financial year and inflation adjusted thereafter will be provided to the Trust as from 1 July 2006.

**2. The additional funding is provided on condition that, the Trust in consideration of the additional funding further undertakes as follows:**

- a. The trust agrees to the appointment of Paul Rosanowski as a financial adviser to the Trust in accordance with Section 22 of the Trust Deed and further agrees that that financial adviser shall have the power to report back to Councils at any time and to veto any expenditure of the Trust where good cause exists. In all other respects the financial adviser shall have the powers provided for in Section 22 of the Trust Deed.
- b. The Trust will not increase its level of debt beyond the currently authorised figure of \$5.29 million (inclusive of Council loans) without the prior approval of both Councils.
- c. By 31 August 2006 the Trust will write and adopt a Business Plan that achieves a balanced budget for the 2006/07 year.
- d. The Trust by 31 October 2006 will complete a Statement of Intent and Strategic Plan both approved by Council.
- e. The Trust will by 31 October 2006 have policies in place defining the procedures to be followed regarding capital expenditure, staff appointments and monitoring of operating budgets.

NELSON PROVINCIAL MUSEUM		
ATTENTION OF	INITIALS	DATE
		24 JUL 2006

RES  
LFR JFB  
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3. The Councils further agree in consideration for the commitments made by the Trust above that the current three year interest free loans of \$1.2 million from each Council to the Trust will be extended to an eight year term ending 30 June 2012 with another review at the end of that period.

Dated the 10 day of July 2006.

The common seal of THE NELSON  
CITY COUNCIL was hereunto affixed  
in the presence of

U. Altmant Chief Executive  
G.P. Lohgwood Deputy Mayor



The common seal of the TASMAN  
DISTRICT COUNCIL was hereunto  
affixed in the presence of

R. Aikman Chief Executive  
J. Burley Mayor



The common seal of the TASMAN  
BAYS HERITAGE TRUST was hereunto  
affixed in the presence of

[Signature] Trustee  
[Signature] Trustee



A2106703



10 August 2018

## MEMORANDUM OF UNDERSTANDING

### Partners

Ngāti Tama ki Te Waipounamu Trust; Ngāti Koata Trust; Te Ātiawa o te Waka-a-Māui; Te Rūnanga o Ngāti Rārua; Ngāti Toa Rangatira Manawhenua Ki Te Tau Ihu; Te Runanga O Ngāti Kuia Trust and Tasman Bays Heritage Trust.

Tasman Bays Heritage Trust was established as a Council Controlled Organisation in 2000, by way of Memorandum of Understanding and by the enactment of a Trust Deed between Nelson City Council and Tasman District Council.

### Te Tai Ao Komiti, Tasman Bays Heritage Trust

#### SECTION A - NAME AND PURPOSE

- A.1 The official name of this body shall be Te Tai Ao Komiti, Tasman Bays Heritage Trust.
- A.2 The Komiti exists as a partnership between the Mana Whenua of Whakatu, Motueka and Mohua, and Tasman Bays Heritage Trust and is coordinated through the office of the Chief Executive, Tasman Bays Heritage Trust.
- A.3 The purpose of the Komiti relates primarily to Kaitiakitanga (caretakership) and tikanga Māori (customs, protocols, life principles) of/for all taonga Māori (treasures and ancestors) cared for by Tasman Bays Heritage Trust at the Nelson Provincial Museum Pupuri Taonga o Te Tai Ao.
- A.4 The Komiti will advise, liaise and monitor the implementation of policies and practices relating to the acquisition, care, purpose, protection and utilization of taonga Māori by Tasman Bays Heritage Trust as related to Te Ao Māori (the Māori world). This role also includes matters relating to employment and training of Nelson Provincial Museum Pupuri Taonga o Te Tai Ao staff and volunteers.

#### TERMS OF REFERENCE

The Komiti will represent at all times the long-term interests of the Mana Whenua of Whakatu, Motueka and Mohua and Tasman Bays Heritage Trust, as reflected in the Tasman Bays Heritage Trust Deed. In particular, the stated Aim of the Trust:

“The aim of the Trust shall be to foster, promote and celebrate a sense of history and awareness of the importance of the region's heritage and identity and the relationship of the Tangata Whenua to their taonga.”

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The Komiti will:

- Elect one of their Members to be their representative on the Tasman Bays Heritage Trust. The name of the elected person will be notified in writing to the Secretary of the Trust who will notify the Appointments Committee of the Joint Stakeholder Committee accordingly to seek ratification;
- Assist in identification of desirable policy outcomes for Tasman Bays Heritage Trust;
- Select two representatives for the Appointments Committee of the Tasman Bays Heritage Trust and notify stakeholder Councils accordingly;
- Help assess Iwi requirements;
- Provide perspectives on the establishment and maintenance of realistic and practical creative professional programmes;
- Participate in development and assist in the achievement of long-range programme and policy goals for Tasman Bays Heritage Trust;
- Contribute to/participate in special museum related project requests that pertain to Tangata Whenua;
- Assist in the maintenance of “best practice” standards;
- Provide information on new developments which may require changes in programme/tikanga;
- Aid provision of information and orientation to staff with regard to appropriate tikanga.

It is noted that as indicated in the Tasman Bays Heritage Trust Trust Deed:

The Trust and the Trustees have undertaken to abide by the Preamble and Articles of Te Tiriti o Waitangi [the Treaty of Waitangi] and be guided by the recommendations of the Waitangi Tribunal in any negotiations or discussions between the Trust and Tangata Whenua.

#### **SECTION B - MEMBERSHIP**

- B.1 The committee shall be made up of one appointed member of each Iwi and/or their proxy, and the Chief Executive Officer, Tasman Bays Heritage Trust or the CEO's nominee.
- B.2 All komiti and proxy representatives are to be appointed by resolution of the applicable Iwi authority. Written confirmation of the appointment of the Iwi Komiti representatives and the Proxy Iwi Komiti representatives must be submitted to the Chief Executive Officer, Tasman Bays Heritage Trust by the Secretary of the Iwi Trust Board.
- B.3 The following Iwi are to be represented.
- Ngāti Tama ki Te Tau Ihu
  - Ngāti Koata
  - Te Ātiawa o te Waka-a-Māui

Te Tai Ao Komiti/Memorandum of Understanding/August 2018

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- Ngāti Rārua
- Ngāti Toa Rangatira
- Ngāti Kuia

The representatives of these iwi have a responsibility for liaison with the ahi kaa in their area.

B.4 Other people who may be invited to attend meetings of Te Tai Ao Komiti include:

- Members of Ko Te Pouaranga – the Advisory Komiti to The Suter Art Gallery
- The Director of The Suter Art Gallery
- Senior Maori staff of Nelson City Council and/or Tasman District Council
- Kuia, Kaumatua or Church Ministers
- Senior staff of Nelson Provincial Museum or The Suter Art Gallery as may be required to facilitate discussion of matters related to taonga, tikanga and matauranga

B.5 Notification of appointments, reappointment or changes to the Komiti shall be confirmed in writing by the appropriate Iwi authority.

B.6 The term of appointment to the Komiti will be until such time as the member either resigns, is removed by their iwi, or is subject to clause B.7.

B.7 Any member who absents themselves from three consecutive meetings, without just cause, will be deemed to have resigned from the komiti. The appropriate Iwi authority will be notified and required to appoint an alternate representative.

B.8 The term of a new Komiti member shall begin on the month of confirmed appointment by the appropriate Iwi authority.

B.9 The Komiti may from time to time second persons with specific expertise to provide additional advice to the Komiti.

#### SECTION C - PROCEDURAL REQUIREMENTS

C.1 Tasman Bays Heritage Trust shall supply a Minute Secretary, as required. All records will be maintained by the office of the Chief Executive Officer, Tasman Bays Heritage Trust.

C.2 Te Tai Ao Komiti is responsible for the recommendation to the Appointments Committee of the Tasman Bays Heritage Trust of an Iwi Representative to sit on the Tasman Bays Heritage Trust. As specified in the Deed of Trust; any vacancy in this role will be publically notified. Nominations will be called for by the Chief Executive of TBHT who is to ensure that all six Iwi Trusts receive notification of the call for nominations. Te Tai Ao Komiti will meet and decide on their preferred candidate. Candidates do not necessarily have to be members of Te Tai Ao Komiti. The name of the selected representative will be sent to the Secretary of TBHT who will forward the recommendation to the

Te Tai Ao Komiti/Memorandum of Understanding/August 2018

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Appointments Committee representing the Joint Stakeholder Council for ratification.

- C.3 The Appointments Committee of the Joint Stakeholder Council is made up of six representatives: two members from each stakeholder Council authority and two Iwi Representatives.

**SECTION D - MEETINGS**

- D.1 The Komiti will meet regularly, a minimum of four times per annum and at least one meeting will be a combined meeting with the Board of the Tasman Bays Heritage Trust.
- D.2 Costs for meetings will be borne by Tasman Bays Heritage Trust.
- D.3 Notice of Meetings and Meeting Agendas will be sent to the nominated representatives of the six Iwi, and made available to the Secretary of each of the Iwi and other Komiti Members as may be agreed from time to time, including the extended membership list noted in Clause B.4. In the first instance responsibility for liaison with the Iwi authority rests with their nominated representative.

**SECTION E - ANNUAL PROGRAMME**

- E.1 The Komiti will have the opportunity to formally comment on the Annual Strategic Plan, budget, performance indicators and Statement of Intent of Tasman Bays Heritage Trust prior to its finalisation.
- E.2 The Komiti will have the opportunity to comment on policy planning and draft policy statements of Tasman Bays Heritage Trust.
- E.3 The Tikanga policy and practices of Tasman Bays Heritage Trust and its divisions will be reviewed and formally commented on by the Komiti.
- E.4 Acting through its representative on Tasman Bays Heritage Trust Te Tai Ao Komiti will submit an annual written report to be included in the Annual Report of Tasman Bays Heritage Trust, which will be publically presented to stakeholders at the Annual Meeting of the Trust. The Komiti will be invited to sit with the Trust Board and stakeholder representatives from the two Councils at the Annual Meeting.

**SECTION F - SUB-COMMITTEES**

- F.1 As the need for standing and special committees arises, such committees may be appointed by the Komiti.
- F.2 Sub-committees shall report regularly to the Komiti either in writing or in person

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F.3 A sub-committee will automatically be discharged upon accomplishing the task(s) for which it was established.

**SECTION G - AMENDMENTS**

G.1 This Agreement and appended rules and procedures may be amended. The following steps must be followed to complete the process:

- The Komiti and Chief Executive will consider the recommendations for amendments.
- The CEO and delegated Komiti representatives will consider the legality and any implications of the amendment.
- If the proposed amendment does not cause legal or significant programme implications the amendment will be confirmed by the Komiti as a whole at the next regularly scheduled meeting.
- If however, the proposed amendment does cause a legal or significant programme implication, then a special meeting may be called with not less than seven days notice by a member of the Komiti, through the office of the Chief Executive.
- All significant or legal amendments will go to the Trust Board for agreement, in the spirit of partnership.
- An addendum will be added to the Memorandum of Understanding until the next formal review.
- A two-thirds majority vote of the iwi representatives will be needed to pass the amendment at the meeting.

**Review of Agreement**

The Memorandum of Understanding will be reviewed every three years.

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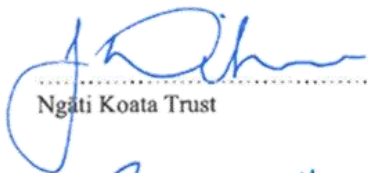


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10 August 2018

Signed on the 10<sup>th</sup> day of August 2018 for, and on behalf of:

  
.....  
Ngāti Tama ki Te Waipounamu Trust


  
.....  
Ngāti Koata Trust


  
.....  
Te Ātiawa o te Waka-a-Māui

  
.....  
Te Rūnanga o Ngāti Rārua

  
.....  
Ngāti Toa Rangitira Manawhenua Ki Te Tau Ihu

  
.....  
Te Runanga O Ngāti Kuia Trust

  
.....  
Tasman Bays Heritage Trust  
Emma Thompson  
Deputy Chair

  
.....  
Tasman Bays Heritage Trust  
Lucinda Blackley-Jimson  
Chief Executive

Te Tai Ao Komiti/Memorandum of Understanding/August 2018

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**APPENDIX 1**  
**Rules and Operational Matters**

**SECTION C - PROCEDURAL REQUIREMENTS**

- C.2 The officer shall be the Chairperson, which will rotate.
- C.3 The Chairperson shall be appointed at the beginning of each meeting.
- C.4 Duties of the Minute Secretary shall be to:
- \* Keep records of the attendance of members at meetings.
  - \* Keep a record of discussion, recommendations and motions.
  - \* Maintain a permanent record/file of Komiti activities.
  - \* Distribute minutes and agenda of Komiti meetings and copies of other Komiti documents to Komiti members and Iwi.
  - \* Distribute copies of the minutes of the Komiti meetings to Trustees of Tasman Bays Heritage Trust.
  - \* Distribute copies of the Minutes of the Tasman Bays Heritage Trust to members of Iwi Komiti and Iwi.

**SECTION D - MEETINGS**

- D.3 Meeting dates should be set at the first meeting of the year; but the Komiti may call special meetings, as required, with not less than seven days' notice.
- D.4 Written notices and agendas of Komiti meetings shall be mailed, faxed, telephoned or e-mailed to all Komiti members and Iwi at least seven days prior to each meeting.
- D.5 A quorum will consist of four members.

Te Tai Ao Komiti/Memorandum of Understanding/August 2018

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**APPENDIX 2**  
**KAUPAPA – THE BASIC PRINCIPLES**

- A building retains the Mauri (*life essence*) of all its experiences. Its life essence is shaped by the different people and things which come in contact with the building. It contains the history of the people, and deserves particular respect and conscious treatment.
- Māori arts and cultural icons also have a Mauri (*life essence*) which is sustained by close human contact.
- Te Reo me ona Tikanga (*Maori language and protocols*), ceremonies surrounding meetings, eating, opening and closing events, arrivals and departure of people, and arts and cultural items, are essential vehicles of Māori culture.
- Te Atea (*outside*) is the place for establishing purpose and intent while inside is influenced by Rongo to establish a place of harmony.
- Food is noa (*profane*). Māori arts and cultural items and icons may have some tapu (*restrictions*) and formality associated with them due to their significant status.
- The sharing of food is a significant social integrator which completes the ceremonial occasions.
- Koha (*a donation*) is a comfortable way for Māori to ensure that resources are maintained.
- Human closeness and contact is comfortable and welcoming at openings and active events.
- Whakapapa or identity, recognition and remembrance are prized.

Te Tai Ao Komiti/Memorandum of Understanding/August 2018

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## **Joint Appointment of Directors/Trustees of Council Controlled Organisations and Council Controlled Trading Organisations**

### **Joint Policy of Nelson City Council/Tasman District Council**

**Contact** Mike Drummond, Corporate Services Manager TDC  
Nikki Harrison, Group Manager Corporate Services NCC

**Approved by** Joint Shareholders Committee

**Date** November 2018

**Review** November 2021

### **JOINT APPOINTMENT OF DIRECTORS/TRUSTEES**

#### **1. Introduction**

1.1 Nelson City Council and Tasman District Council jointly control or have significant shareholdings in several Council Controlled Organisations (CCOs) and Council Controlled Trading Organisations (CCTOs). These are independent organisations, whose operations are governed by a board of directors or trustees.

#### **2. Purpose**

2.1 This Policy sets out the process for selection, appointment and review of directors/trustees jointly appointed to CCTOs, and to the governing boards of CCOs as per section 57 of the Local Government Act 2002.

#### **3. Criteria for Selection of Directors/Trustees**

3.1. The Joint Shareholders Committee must have regard to the diversity of each governing board when considering candidates for joint appointment or re-appointment.

3.2 Any person jointly appointed as a director/trustee of a CCO or CCTO must:

3.2.1 Have completed the Institute of Directors course; or

3.2.2 Have equivalent experience.

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Procedure for Joint Appointment of Directors/Trustees of  
Council Controlled Organisations and Council Controlled Trading Organisations

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3.3 The following qualities of candidates for joint appointment as directors/trustees must also be considered:

- 3.3.1 Ability to think commercially and financially about strategies, projects and the intelligent deployment of resources;
- 3.3.2 Ability to communicate in a concise and clear manner;
- 3.3.3 Leadership skills, and willingness to be counted on important matters;
- 3.3.4 Commitment to, and understanding of, the responsibilities of directors / trustees;
- 3.3.5 Relevant business experience and/or the ability to gain an in-depth understanding of the company/trust and its activities;
- 3.3.6 Objectivity in decision making;
- 3.3.7 Respect for colleagues and staff;
- 3.3.8 High ethical standards;
- 3.3.9 Proven commercial experience;
- 3.3.10 Positive attitude to public ownership and the principles of good corporate citizenship;
- 3.3.11 Financial acumen;
- 3.3.12 Commitment to regional needs and priorities;
- 3.3.13 Any other special considerations/requirements in respect of the specific organisation.

**4. Process for Appointment of Directors/Trustees**

- 4.1. The Co-Chairs of the Joint Shareholders Committee will:
  - 4.1.1. Meet with the Chairperson of the relevant governing board to discuss specific requirements (including whether the appointment is necessary), and to consider whether there is any need for a variation of procedure under section 8;
  - 4.1.2. Retain a recruitment consultant as required to advertise the vacancy and develop a list of candidates; and

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Procedure for Joint Appointment of Directors/Trustees of  
Council Controlled Organisations and Council Controlled Trading Organisations

Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
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- 4.1.3. Decide on the composition of the interview panel, which will include the board chairperson (or another board member if the board chairperson is unavailable)
- 4.2. The Joint Shareholders Committee may include on the list of candidates any persons recommended by the chairperson of the governing board.
- 4.3. The recruitment consultant shall, in consultation with the interview panel, assist with any interview process and carry out reference checks of persons on the list of candidates, having regard to the criteria listed in Section 3 above, and report a short list with recommendations to the Joint Shareholders Committee.
- 4.4. The interview panel will conduct interviews on the short list of candidates and recommend a preferred candidate (or in the case of multiple vacancies, candidates) to the Joint Shareholders Committee through the Group Manager Corporate Services and/or the Group Manager Community Services.
- 4.5. The Joint Shareholders Committee will make the final decision to appoint the director/ trustee on the recommendation of the interview panel.

**5. Process for Reappointment of Directors/Trustees**

- 5.1. No Director/Trustee may be reappointed for a fifth consecutive term unless there are special circumstances.
- 5.2. Subject to the constitution of the organisation concerned, where a Director/Trustee's term of appointment is about to expire and they are offering themselves for reappointment, the Co-Chairs of the Joint Shareholder's Committee:
  - 5.2.1. May make confidential enquiries from the Chairperson and other members of the Governing Board as necessary, including:
    - Whether the skills of the incumbent add value to the work of the Governing Board;
    - Whether there are other skills which the Governing Board needs;
    - Whether a change to the existing Directors/Trustees would compromise the Governing Board's ability to pursue a desired vision and long term strategy, or whether there is a need for new skills and ideas on the Board; and

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Procedure for Joint Appointment of Directors/Trustees of  
Council Controlled Organisations and Council Controlled Trading Organisations

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Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
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- Whether an appointment is necessary.
- 5.2.2. Must consider any information obtained and form a view on the appropriateness of reappointment or making a replacement appointment; and
- 5.2.3. Must recommend to the Joint Shareholders Committee whether reappointment is appropriate.
- 5.3. If reappointment is not appropriate, the appointment process outlined in Section 4 will be followed.

**6. Performance of directors/trustees**

- 6.1. A review of the Board and individual director/trustee performance shall be undertaken by the Chairperson of the governing board at least once every 18 months, including consideration of:
- 6.1.1. Board 'fit' and rapport;
  - 6.1.2. Demonstration of the necessary skills and qualities;
  - 6.1.3. Any changes in the organisation's strategic direction which may require different skills or experience;
  - 6.1.4. Individual's contribution and meeting attendance.
- 6.2. The Chair of the Board should reference this evaluation when making recommendations on the re-appointment or recruitment of Board members.

**7. Remuneration of directors/trustees**

- 7.1. Remuneration of directors/trustees of jointly held CCTOs is covered by the *Procedure for Joint setting remuneration for Directors of Council Controlled Trading Organisations (A1929440)*.
- 7.2. Remuneration of directors/trustees of jointly held CCOs is set in accordance with scales approved from time to time by the Joint Shareholders Committee prior to the organisation's annual general meeting.

**8. Appointment of staff members or Elected Members as directors/trustees**

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Council Controlled Organisations and Council Controlled Trading Organisations

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Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
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- 8.1. No staff member or elected member of either Council may be jointly appointed as a director/trustee, except where good reason exists for doing so. Any report recommending the appointment or reappointment of a staff member or elected member of either Council must clearly explain the reasons for doing so.
- 8.2. Subject to clause 8.1, each Council may develop separate policies regarding the appointment of elected members or staff members as directors/trustees.

**9. Variation of Procedure**

- 9.1. The procedures outlined in this policy may be varied to meet the requirements of the organisation's rules, constitution, trust deed or other guiding document, provided that such variation meets the requirements of the Local Government Act 2002.
- 9.2. The Joint Shareholders Committee may decide to vary the procedures outlined in Sections 4 and 5 of this policy as necessary, provided that such variation is not contrary to the requirements of the Local Government Act 2002, and conforms to relevant trust deed, the company's constitution, and other relevant legislation e.g. the Port Companies Act.



PO Box 853, Nelson 7040, New Zealand  
enquiries@museumnp.org.nz | www.nelsonmuseum.co.nz

Nelson City Council  
Trafalgar Street  
Nelson 7010

**Attention:** Dr T Robinson, Strategic Advisor Community Services

1 September 2021

Tēnā koe Tanya

**TASMAN BAYS HERITAGE TRUST – TRUSTEE APPOINTMENTS AND TERMS**

By way of confirmation from last week's TBHT Board meeting, the results of drawing lots for Trustees who wish to stand again, has been recorded in the minutes as follows:

*...In accordance with protocol, modified to account for Covid-19 Level 4 restrictions, the Board Secretary drew lots on behalf of the Trustees. Terms were confirmed as follows:*

**1 year term:** *E Thompson*

**2 year term:** *D Shaw*

**3 year term:** *D Mark*

In addition C Bowater was advised by the Chair at that meeting that he had the option to either retire at the end of his term in March 2022 or at the Annual Meeting in October 2022. Chris has since confirmed his preference is to retire in March 2022. I understand this means a recruitment process for his replacement will need to be put into play by the Appointments Committee.

Nga mihi nui

Kate Redgrove  
Tasman Bays Heritage Trust Board Secretary

Nelson Provincial Museum | 270 Trafalgar Street, Nelson 7010 | Tel: +64 3 548 9588  
Research Facility | Isai Park, 13 Hilliard Street, Stoke, Nelson 7011 | Tel: +64 3 542 9740

*Supported by Nelson City Council and Tasman District Council*

A2747789

Item 2.3.1: Tasman Bays Heritage Trust - Appointment of Trustees 2021-2024:  
Attachment 5



PO Box 853, Nelson 7040, New Zealand  
enquiries@museumnp.org.nz | www.nelsonmuseum.co.nz

The Appointments Committee

12 August 2021

C/- Nelson City Council  
Trafalgar Street  
Nelson 7010

For the Attention of T Robinson

Tēnā koe Tanya,

**THE TE TAI AO KOMITI, TASMAN BAYS HERITAGE TRUST**

As Board Secretary for the Tasman Bays Heritage Trust, I confirm the following notification has been received from Jane Du Feu on behalf of the Te Tai Ao Komiti:

*“...The Te Tai Ao Komiti, Tasman Bays Heritage Trust shall:*

*‘Elect one of their Members to be their representative on the Tasman Bays Heritage Trust. The name of the elected person will be notified in writing to the Secretary of the Trust who will notify the Appointments Committee of the Joint Stakeholder Committee accordingly to seek ratification’.*

*On behalf of Te Tai Ao Komiti this is to advise you as stated in the MOU with Iwi due process has been carried out to select the Iwi Trustee to Tasman Bays Heritage Trust.*

*The Komiti have re-appointed Olivia Hall for a term for 3 years to expire in 2024...”*

Please let me know if you require any further information.

Ngā mihi nui

  
Kate Redgrove, Board Secretary

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Supported by Nelson City Council and Tasman District Council

A2751023



## 7 CONFIDENTIAL SESSION

### 7.1 Procedural motion to exclude the public

The following motion is submitted for consideration:

**That the public be excluded from the following part(s) of the proceedings of this meeting. The general subject of each matter to be considered while the public is excluded, the reason for passing this resolution in relation to each matter, and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution follows.**

**This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public, as follows:**

### 7.2 New Director Appointments - Port Nelson Limited

Reason for passing this resolution in relation to each matter	Particular interest(s) protected (where applicable)	Ground(s) under section 48(1) for the passing of this resolution
The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	s7(2)(a) - The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.	s48(1)(a)  The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.



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**MINUTES**  
of the  
**JOINT SHAREHOLDERS COMMITTEE MEETING**  
held  
**Tuesday, 24 August 2021**  
at  
**Tasman Council Chamber, 189 Queen Street, Richmond**

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**Present:** **Tasman District Council:** Mayor T King, Deputy Mayor S Bryant, Councillors B Dowler, K Maling, C Mackenzie and D Ogilvie

**Nelson City Council:** Mayor R Reese, Deputy Mayor J Edgar, Councillors M Courtney, B McGurk, G Noonan and R Sanson

**In Attendance:** **Tasman District Council:** Chief Executive Officer (J Dowding), Chief Operating Officer (L Rae), Group Manager Finance (M Drummond), Executive Assistant Finance (C Ewing) Executive Assistant to the Mayor (R Scherer) Group Manager Service & Strategy (S Edwards).

**Nelson City Council:** Chief Executive Officer (P Dougherty), Group Manager Corporate Services (N Harrison) Strategic Advisor Community Services (T Robinson).

**Part Attendance:** Chief Executive Tasman Bays Heritage Trust (Lucinda Blackley-Jimson), Accountant Tasman Bays Heritage Trust (Pauline Warne) Chair Port Nelson Limited (Geoff Dangerfield), Chief Executive Port Nelson Limited (Hugh Morrison), Chief Financial Officer Port Nelson Limited (Daryl Wehner), Chair Nelson Airport Limited (Paul Steere) Chief Executive Nelson Airport Limited (Mark Thompson) Corporate Services Manager Nelson Airport Limited (Simon Orr).

**1 OPENING, WELCOME**

Mayor Reese welcome everyone with an opening karakia and outlined the Zoom protocols.

**2 APOLOGIES AND LEAVE OF ABSENCE**

Nil

**3 DECLARATIONS OF INTEREST**

Nil

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#### **4 CONFIRMATION OF MINUTES**

**Moved Cr Ogilvie/Cr Dowler  
JSC21-08-1**

**That the minutes of the Joint Shareholders' Committee meeting held on Tuesday, 6 April 2021, be confirmed as a true and correct record of the meeting.**

**CARRIED**

#### **5 PRESENTATIONS**

Nelson Airport Limited – Final Statement of Intent – Public

Port Nelson Limited – Draft Statement of Corporate Intent – Public Excluded

#### **6 REPORTS**

##### **6.1 Tasman Bay Heritage Trust - Trustee Remuneration 2021-22**

Strategic Advisor Community Services Tanya Robinson took the report as read and was available to answer questions.

In response to a question regarding if Tasman Bays Heritage Trust (TBHT) has a living wage policy or if there had been any recent pay increases for staff, Chief Executive Lucinda Blackley-Jimson advised that TBHT does not have a policy that automatically adjusts salaries, however, all staff were now on a living wage rate, this adjustment occurred recently. She also advised the Committee that at the end of the financial year all staff received a 2% pay increase. The following resolution was passed.

**Moved Mayor King/Noonan  
JSC21-08-2**

**That the Joint Shareholders' Committee:**

- 1. receives the report Tasman Bays Heritage Trust – Trustee Remuneration and its attachments (A2106703 and A2065956); and**
- 2. agrees a 3.3% increase in the Trustees' remuneration pool for the 2021/22 financial year.**

**CARRIED**

##### **6.2 Tasman Bay Heritage Trust - Final Statement of Intent 2021-22**

Strategic Advisor Community Services Tanya Robinson took the report as read and was available to answer questions, as was the Chief Executive Tasman Bays Heritage Trust, Lucinda Blackley-Jimson.

In response to a question regarding confirmation of funding from the Tasman District Council to the Tasman Bay Heritage Trust (Page 3, of the SOI) Mike Drummond, Group Manager Finance confirmed that the funding had been agreed to and that, the TBHT Statement of Intent could be updated as such. The following resolution was passed.

**Moved Mayor King/Mayor Reese**

### **JSC21-08-3**

**That the Joint Shareholders' Committee receives the Tasman Bay Heritage Trust - Final Statement of Intent 2021-22 RJSC21-08-2; and**

- 1. receives the report Tasman Bays Heritage Trust - Final Statement of Intent 2021/22 (R26098) and its attachment (A2579562); and**
- 2. notes the delivery of the Tasman Bays Heritage Trust final Statement of Intent 2021/22 (A2579562) as required under the Local Government Act 2002; and**
- 3. adopts the final Tasman Bays Heritage Trust Statement of Intent 2021/22 (A2579562); and**
- 4. notes that the final Tasman Bays Heritage Trust Statement of Intent 2021/22 (A2579562) will be made publicly available on the councils' website within one month of adoption as per legislation.**

### **CARRIED**

#### **6.3 Nelson Airport Limited - Final Statement of Intent 2021-22**

Group Manager Corporate Services Nikki Harrison took the report as read and was available to answer questions. Mayor Reese welcomed Paul Steere, Nelson Airport Limited Chair and Mark Thompson, Nelson Airport Limited Chief Executive; both to speak to the presentation.

The PowerPoint presentation was summarised:

- Renewal of aeronautical charges
- Updated Covid-19 recovery information
- Increased emphasis on Health & Safety, people, values and culture
- Monthly Passengers – latest three financial years
- Draft Full-Year 2021/22 financials
- Nelson Airport Business Diversity

Questions were answered regarding:

- The impact that the closure of Auckland Airport will have on NAL's capital programme.
- Safe storage for e-bikes and bicycles, but also e-bike and electric vehicle charging stations
- Profit numbers
- Deconstructing/demolishing of the old terminal building.
- The target under 'People, Values and Culture' in the SOI of zero staff turnover.
- Annual passenger numbers
- Diversification and income strategy
- Carparking area
- Purchasing offsets (Carbon credits)
- Rescue Fire Service and Staffing
- Perimeter fence project

The Committee thanked Paul Steere for his presentation and passed on their thanks for the work done by the Nelson Airport Limited Acting Chief Executive Andy Wotton. The following resolution was passed.

#### **Moved Mayor King/Mayor Reese**

**JSC21-08-4**

That the Joint Shareholders Committee receives the Nelson Airport Limited - Final Statement of Intent 2021-22 RJSC21-08-3; and

1. receives the report Nelson Airport Limited final Statement of Intent 2021/22 (R26019) and its attachment (A2696022); and
2. notes the delivery of the Nelson Airport Limited final Statement of Intent 2021/22 (attachment A2696022) as required under the Local Government Act 2002; and
3. adopts the final Nelson Airport Limited Statement of Intent (A2696022); and
4. notes that the final Nelson Airport Limited Statement of Intent (A2696022) will be made publicly available on the councils' website within one month of adoption as per legislation.

**CARRIED**

## 7 CONFIDENTIAL SESSION

### 7.1 Procedural motion to exclude the public

Moved Cr Dowler/Mayor King  
JSC21-08-5

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act which would be prejudiced by the holding of the whole or relevant part of the proceedings of the meeting in public, as follows:

### 7.2 Nelson Airport Limited - Director Reappointment

Reason for passing this resolution in relation to each matter	Particular interest(s) protected (where applicable)	Ground(s) under section 48(1) for the passing of this resolution
The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	s7(2)(a) - The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.	s48(1)(a)  The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.

### 7.3 Directors Remuneration 2021 - Port Nelson and Nelson Airport Limited

Reason for passing this resolution in relation to each matter	Particular interest(s) protected (where applicable)	Ground(s) under section 48(1) for the passing of this resolution
The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good	s7(2)(a) - The withholding of the information is necessary to protect the privacy of natural	s48(1)(a)  The public conduct of the part of the meeting would be likely

reason for withholding exists under section 7.	<p>persons, including that of a deceased person.</p> <p>s7(2)(i) - The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>	to result in the disclosure of information for which good reason for withholding exists under section 7.
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#### 7.4 Port Nelson draft Statement of Intent - 2021-2024 Presentation

Reason for passing this resolution in relation to each matter	Particular interest(s) protected (where applicable)	Ground(s) under section 48(1) for the passing of this resolution
The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	<p>s7(2)(h) - The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p> <p>s7(2)(i) - The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>	<p>s48(1)(a)</p> <p>The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.</p>

#### 7.5 Port Nelson Limited - Draft Statement of Corporate Intent 2021 to 2024

Reason for passing this resolution in relation to each matter	Particular interest(s) protected (where applicable)	Ground(s) under section 48(1) for the passing of this resolution
The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	<p>s7(2)(h) - The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p> <p>s7(2)(i) - The withholding of the information is necessary to enable the local authority to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).</p>	<p>s48(1)(a)</p> <p>The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.</p>

**7.6 Port Nelson Director Reappointment**

Reason for passing this resolution in relation to each matter	Particular interest(s) protected (where applicable)	Ground(s) under section 48(1) for the passing of this resolution
The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.	<p>s7(2)(a) - The withholding of the information is necessary to protect the privacy of natural persons, including that of a deceased person.</p> <p>s7(2)(h) - The withholding of the information is necessary to enable the local authority to carry out, without prejudice or disadvantage, commercial activities.</p>	<p>s48(1)(a)</p> <p>The public conduct of the part of the meeting would be likely to result in the disclosure of information for which good reason for withholding exists under section 7.</p>

**CARRIED**

Date Confirmed:

Chair: