

# TANIWHA MARAE CHARTER

## **BACKGROUND**

- A. Pursuant to Section 39 of the Māori Affairs Act 1953, the Māori freehold land known as **Parish of Whangamarino Lot 471A2C block** was set aside as a Māori Reservation for the purpose of a papakāinga for use of the **Ngati Mahuta** hapu. Gazetted in the New Zealand Gazette No 46 page 1010 dated July 1960, the reservation is more commonly known as **TANIWHA MARAE**.

As stipulated pursuant to Section 338 (17) Te Ture Whenua Māori Act 1993, “**All Māori Reservations set apart under the corresponding provisions of any former Act and subsisting at the commencement of this Act shall be deemed to be Māori Reservations made under this section**”.

- B. Pursuant to Section 338 (7) of Te Ture Whenua Act 1993 the Māori Land Court, Hamilton vested the Māori reservation in the trustees as evidence by the copy of the Māori land court Order/s attached hereto, herein called **Responsible Trustees, Trustees, of Trustee Body**, in trust to hold and administer the same for the benefit of the **Ngati Mahuta** hapu.
- C. The trustees and beneficiaries of the reservation have reached agreement as to the terms of a Charter under which the powers and responsibilities of the trustee are recorded for effective and efficient administration of **TANIWHA MARAE**.

## **NOW THEREFORE IT IS RECORDED AS FOLLOWS**

### **1. Charter Document:**

Notwithstanding *Clause 6* hereunder, this document shall be called the Charter of **TANIWHA MARAE** and sets out the functions and responsibilities of the marae trustees, and further providing guidelines for the sub committees and beneficiaries of the reservation. The Charter document shall be presented to the Māori Land Court and adopted as a Terms of Trust for this reservation.

### **2. Alteration to the Charter:**

The provision of this Charter shall not be altered, amended or rescinded except by order of the Māori Land Court. Application will not be made regarding alteration unless a resolution supported by the Trustee Body together with at least two thirds of the voting beneficiaries present and voting at an Annual General Meeting or Special General Meeting for that purpose.

### **3. Name:**

The name of the Reservation shall be more commonly known as **TANIWHA MARAE**.

### **4. Beneficiaries:**

- (a) The members of NGATI MAHUTA KI TANIWHA TANGOAO hapu together with all their descedents shall be recognised as the beneficiaries of TANIWHA MARAE.
- (b) Beneficiaries who are registered as beneficiaries for Taniwha Marae on the Waikato-Tainui Tribal Register that is held and maintained by Waikato-Tainui and are 18 years old or over are Voting Beneficiaries with those rights, entitlements and powers set out in this Charter.

**5. Address for Service:**

The physical address for processing and services concerning Taniwha marae is;

Taniwha Marae  
McGovern Road  
WARENGA

All postal mail should be forwarded to the Secretary whose present address is;

**The Secretary  
Taniwha Marae Trustees  
Unit 14 / 1187 Victoria Street  
Whitiara  
Hamilton 3200**

Notwithstanding that this address may change from time to time to accommodate the incumbent Secretary's Office, which may change by due election or appointment process as the case maybe.

**6. Legislation:**

The rights and responsibilities of the marae trustees and the reservation beneficiaries shall at all times be subject to the provision of the Te Ture Whenua Māori Act 1993 and subsequent amendments, the Māori Land Court in relation to the operation of the reservation and to the general law of New Zealand.

Nothing real or imagined shall restrict or preclude the Marae beneficiaries from instituting KAITIAKI TAONGA A PAPATŪĀNUKŪ MO TĒNEI MARAE.

**7. Objects of the Trust:**

The objects of the trust shall be to administer and preserve **TANIWHA MARAE** for the benefit of the beneficiaries and to apply any income received in relation to the marae, for the purpose of promotion health, social, cultural and economic welfare, education and vocational training and general advancement in the life of the beneficiaries.

**8. Functions and Powers of Responsible Trustees:**

The marae shall be administered by trustees who have been duly elected by Voting Beneficiaries at an Annual General Meeting and further ratified by order of the Māori Land Court. They will hold Office in accordance with the following provisions;

- a) To hold and administer the land and all monies derived therefrom within the limitations of the provisions provided herein
- b) To manage and hire any facilities situated on the land. The following activities on the reservation shall require prior written authorisation of the trustees:
  - i. The use of any building, facility, property or service of the marae
  - ii. The promoting or holding of any Hui meeting or other large gathering of persons within the marae (including sports, competition or concert events).
- c) Nothing in sub clause (b) requires the prior written authorisation of the trustees to be obtained in relation to the conduct of a tangi hanga

- d) To be Kaitiaki of the Marae and all its facilities
- e) In conjunction with kaumatua and kuia to be conveyors of marae protocol, Kawa and tikanga.
- f) In case of any conflict or dispute within the reservation, to be the arbiters of any such conflict or dispute providing a resolution is affirmed by a majority within the trustee body.
- g) To invest and use the funds of the Marae as follows.
  - i. To maintain any real or personal property of the Marae for improved facilities and enhancement of service
  - ii. To acquire by purchase, hire, lease, or otherwise any further real or personal property or business of whatsoever kind provided that it is for the benefit of the marae.
  - iii. To assist any charity or charitable purpose for the enhancement of the Marae.
  - iv. To engage in, prosecute, defend and otherwise take any legal action or proceedings on behalf of the Marae and for that purpose to expend such monies to employ solicitors, counsel and other advisors as the Marae may think necessary. Furthermore, the Trustees are expected to utilise this provision in case of misappropriation on the Marae unless traditional procedures are applied.
  - v. To apply and affiliate with any persons or other organisation for the benefit of the Marae providing this affiliation is endorsed at a General, Annual General or Special General Meeting of beneficiaries.
  - vi. To apply for and acquire any licences, permits or orders necessary; for the operation of the Marae.
  - vii. To open and operate any bank accounts as necessary for the functions of the Marae.
- h) To manage, control, maintain, hire or lease any real or personal property of the Marae provided that there shall be no power to sell or dispose of the land or part thereof provided that such powers are subject to restrictions on alienation imposed under Section 338 of :Te Ture Whenua Māori Act 1993 i.e.;

Section 338 (12) ***“The trustees in whom any Māori reservation is vested may, with the consent of the Court, grant lease or occupation licence of the reservation or any part of it for any term not exceeding 14 years, upon and subject to such terms and conditions as the Courts thinks fit”.***

Section 338 (13) ***“The revenue derived from any such lease or occupation licence shall be expended by the trustee as the Court directs”.***

Section 338 (14) ***“Any lease granted pursuant to subsection 912) of this section for the purpose of education or health may, notwithstanding anything in that subsection, be for the term exceeding 7 years and may confer on the lessee or licensee a right of renewal for one or more terms”.***

- i) To raise money by any means and upon such conditions as the Trustees may think fit providing no illegal activities are taking place with affiliation to the reservation. The trustees are to oversee and endorse all fundraising for the marae prior to commencement, ensuring that ventures are operation upon consent (permit) of the proper authorities.
- j) Subject to any Order of the Māori Land Court and notwithstanding *Clauses 6 & 14* herein, the trustees shall hold Annual General Meeting in each year and shall provide at such times:
  - i. An Annual report of the preceding 12 months

- ii. A proposed Annual report of the fore coming 12 months
- k) The Trustee Body shall convene on the date of the Annual General Meeting of each year, before commencement of the said meeting and upon conclusion of the same to ensure that administrative functions are seen to.

l) **Specific duties of the Trust Chair**

- i. The Chairperson of the Trust shall preside over all meetings of the Trustees and over all Annual General Meetings or Special Meetings of the Marae beneficiaries.
- ii. At the Annual General Meeting, the Chair shall submit:
  - i. A written Annual report of the preceding 12 months regarding the Marae affairs
  - ii. Having being provided with a proposed Annual Report of the Marae affairs as drafted by the Trustee Body regarding the forthcoming 12 month period for acceptance of the beneficiaries
- iii. The Chairperson or his/her appointed designate, shall be the Marae's official spokesperson on all matters concerning the Marae in the Marae's dealing with the press or other news media.

m) **Specific duties of the Trust Secretary**

- i. The secretary shall, call all Annual General Meeting as scheduled, and give a 21 clear days prior notice of the time and place of the meeting-
  - i. By publishing, in a newspaper circulating in the district where the reservation is situated, notice giving particulars of the time and place; and
  - ii. By providing written notice of the same to each Trustee of the Marae.
- ii. The secretary shall, call all Special General Meeting as may be scheduled by the Chairperson of the Trust and give 14 clear days prior notice of the time and place of the meeting-
  - i. By publishing, in a newspaper circulating in the district where the reservation is situated, notice giving particulars of the time and place; and
  - ii. By providing written notice of the same to each Trustee of the Marae.
- iii. call all trustee meeting as scheduled by the Trustee Body other than those convening on the date of the Annual General Meeting of which 14 clear days' notice given in writing to each Trustee of the Marae.
- iv. The Secretary shall upon consultation from the Trustee Body, provide an Agenda prior to the commencement of any Trustee meeting, Annual General Meeting or Special General Meeting whereby there is reasonable opportunity for the respective forum to view the same.
- v. The Secretary shall be keep correct minutes of all Trustee meetings, Annual General Meetings or Special General Meetings and shall forthwith distribute copies of the Minutes to each trustee and the Trust Chair within two weeks from the date the meeting took place. At the commencement of any Trustee meeting or Annual General Meeting the Secretary shall read the minutes of the previous meeting for acceptance of the relative forum.

- vi. The Secretary shall ensure that a list of beneficiaries and Trustees in attendance of any Trustee meeting, Annual General Meeting or Special General Meeting is compiled and attached to the respective minutes of that meeting.
- vii. The Secretary shall receive, dispatch, file and supervise all documents, records and communications regarding the reservation or copies thereof for report and or inspection at the next meeting of Trustees.
- viii. The Secretary shall provide for the safekeeping of the Marae Charter maintaining any amendments to the same. The Secretary is required to keep an up to date schedule listing the Trustee appointments, their contact details and their term of appointment. A copy of the aforementioned Charter, any amendments and the schedule listing the Marae Trustees is to be made available for inspection on the marae at all times.
- ix. The Secretary shall file any application to the Maori Land Court or any other relative agency, on behalf of the Trustee Body as required in relation to the reservation and shall act as applicant ensuring that all correspondence is strictly monitored in accordance with *Clause 12.2 (b) (viii)* above. Application to the Maori land Court for ratification for Trustee Body appointments or removals as reasonably possible to comply with this provision.

n) **Specific duties of the Trust Treasurer:-**

- i. Notwithstanding *Clauses 6, 8 and 9* herein as bestowed upon a Marae Trustee, the Trust Treasurer shall be responsible to receive all monies due to the Marae and to pay all debts contracted by the Marae.
  - ii. All monies received by the Trust Treasurer on behalf of the trust shall forthwith be paid to the credit of the trusts bank account/s. All payments from the Trust bank account shall first be approved at a meeting of Trustees. All authorised signatories on cheques and withdrawal slips drawn on the Trust bank account/s shall be held by the Trust Treasurer and other Trustee or Officer as ratified by the Trustee Body.
  - iii. The Trust Treasurer shall generally keep a full and accurate account of the financial transactions of the Marae and shall have the same present at all Trustee Meetings for the report and or inspection.
  - iv. The Treasurer shall submit an audited set of financial accounts to the Annual general Meeting. The accounts of the Marae shall be audited by an auditor as appointed each year at the Annual General Meeting and who shall be a member of the New Zealand Society of Accountants.
  - v. If required by a resolution passed by the beneficiaries all accounts payable by the Marae shall be submitted at any General Meeting and be subsequently approved and passed for payment by those beneficiaries present.
  - vi. The Treasurer shall do and perform all such other lawful duties as may usually pertain to the office of Treasurer.
- o) The Trustee Body may delegate any of the above powers to any other persons or persons provided that these delegated powers are overseen by the Trustee Body and it is further understood that the Trustee Body is held accountable for any outcomes regarding delegated powers.

9. **Requirements of the Marae Trustee:**

- a) The Trustee Body shall consist of up to a maximum of seven (7) trustees and a minimum number of no less than 4 trustees. Such persons must:
  - i. be a Voting Beneficiary

- ii. not be an individual who is an undischarged bankrupt;
- iii. not be an individual who is under the age of 18 years;
- iv. not be an individual who, has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last 7 years;
- v. not be an individual who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988, or the Takeovers Act 1993;
- vi. not be an individual who is disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act 2005;

b) Key characteristics of a trustee should include;

- A person who has proven to act in good faith being honest and diligent

OR

- A person of standing on the Marae knowledgeable in matters of Kawa and tikanga

OR

- A persons with such financial, administrative, personal skills, technological, legal or other skills and attributes

OR

- Any person who has demonstrated any or all of the above characteristic's

c) A trustee shall hold Office from the date of appointment by way of Order of the Māori Land Court and shall not be recognised as such until the Order is pronounced.

d) Notwithstanding *Clause 18* herein, a trustee shall cease to hold office at the conclusion of the third Annual General Meeting held during the trustee's term as trustee unless otherwise appointed by the Māori Land Court for a longer term, therefore a trustee's term of appointment shall be considered by the Voting Beneficiaries at the Annual General Meeting at which they are elected and agreed upon prior to application to the Māori Land Court for official confirmation.

#### 10. **Trustee Body Meeting:**

The Marae trustees shall meet at least once every three months and as otherwise scheduled. The quorum shall consist of least one half in number of the Trustee. The Trustee Body shall meet at least once every three months with the Marae Committee.

#### 11. **Marae Committee:**

a) It is recorded that the existing Marae Committee be recognised by any interested parties as a sub-committee of the Trustee Body, functioning in relationship to the administration and day to day operating of the Marae and that they act upon delegation of particular powers and duties as provided by the Trustee Body.

b) The Marae Committee shall consist of the following positions:

- i. Chair
- ii. Secretary
- iii. Treasurer

And may include up to six (6) committee members.

- c) Taking into consideration their official duties, it is acceptable that individuals of expertise and ability be appointed to these positions.
- d) Offices and Committee Members of the Marae Committee shall be elected at an Annual General Meeting at which time their term of office shall also be determined.
- e) Whilst not a pre-requisite, nothing in this undertaking shall preclude any Taniwha Marae Trustee from seeking nomination and subsequently standing and being duly elected or appointed, as the case may be, to any Marae Committee upon majority vote at a Special General Meeting called for that purpose. The relative forum that has elected or appointed that Trustee on to the Marae Committee shall also determine the term of that appointment.

## 12. Duties of the Marae Committee:

### 12.1. General:

The Marae Committee may co-opt assistance from beneficiaries;

- a) To prepare the Marae for all hui, including but not limited:
  - i. Use by beneficiaries or members of the public of any facilities on the Marae
  - ii. Tangihanga
  - iii. School Visits
  - iv. Inter Marae visits
  - v. Cultural exchanges
  - vi. Sports Festivals
  - vii. Celebrations, functions and entertainment
- b) To organise catering, provisioning, cleaning, transportation and entertainment for the Marae
- c) To maintain the Marae grounds and facilities ensuring that the same is kept in clean and tidy condition.
- d) To manage the Social and Fundraising activities of the Marae.
- e) To perform such other functions as may authorised/delegated upon consent of the Trustee Body.

### 12.2 Specific

- a) **Marae Committee Chair**
  - i. The Chairperson of the Marae Committee shall preside over all General Meetings of the Marae beneficiaries.
  - ii. Should the occasion arise, either due to absence or otherwise whereby any of the Marae Committee Officers or Committee Members are temporarily unable to fulfil their obligations, notwithstanding *Clause 9 subsections (c) and (d)* herein, appointment by the Chair of the Marae Committee shall be recognised in a 'relieving' capacity until such time as the designated Officer or Committee Member, resumes his/her duties.
  - iii. If any position is vacated by the Marae Committee officer, notwithstanding *Clause 9 subsections (b) and (c)* herein, where reasonably required, any replacements shall be elected at a Special or Annual General Meeting, at which time their term as Marae Committee Officer, shall also be determined.
- b) **Secretary of the Marae Committee**

i. The Secretary of the Marae Committee shall call all General Meetings (for the time being scheduled on a six (6) weekly basis) as determined by the beneficiaries at General Meetings. Notification of such meeting shall be-

- By general panui to beneficiaries distributed as soon as practical after General Meeting
- As advised at General Meetings
- By verbal advice among beneficiaries

Notwithstanding notified or scheduled meeting, Tangihanga shall take precedence

- ii. The Secretary of the Marae Committee shall upon consultation with the Chairperson of the Marae Committee, provide an Agenda prior to the commencement of any meeting whereby there is reasonable opportunity for the respective forum to view the same.
- iii. The Secretary of the Marae Committee shall be keep correct minutes of all General Meetings and shall forthwith distribute copies of the Minutes to the Responsible Trustees the Chair of the Marae within two weeks from the date the meeting took place. At the commencement of any meeting, the Secretary shall read the minutes of the previous General Meeting for acceptance of the relative forum.
- iv. The Secretary of the Marae Committee shall ensure that a list of beneficiaries and Trustees in attendance of any General Meeting is compiled and attached to the respective minutes of that meeting.
- v. The Secretary of the Marae Committee shall receive, dispatch, file and supervise all documents, records and communications regarding the reservation or copies thereof for report and or inspection at the next General Meeting.
- vi. The Secretary of the Marae Committee is required to keep an up to date schedule listing the Marae Committee appointments, their contact details and their term of appointment. A copy of the aforementioned Charter, any amendments and the schedule listing the Marae Committee is to be made available for inspection on the marae at all times.

c) **Treasurer of the Marae Committee;-**

- i. Notwithstanding *Clauses 6, 8 and 9* herein as bestowed upon a Marae Trustee, the Marae Committee Treasurer shall be responsible to receive all monies due to the Marae Committee and to pay all debts contracted by the Marae Committee.
- ii. All monies received by the Marae Committee Treasurer on behalf of the Marae Committee or the trust shall forthwith be paid to the credit of the Marae Committee account or the trusts bank account/s (whichever is appropriate). Unless within delegated authorities all payments from the Marae Committee bank account/s shall first be approved by the Marae Committee. Unless within delegated authorities all payments from the Trust bank account shall first be approved at a meeting of Trustees.
- iii. If required by a resolution passed by the beneficiaries all accounts payable by the Marae Committee shall be submitted at any General Meeting and be subsequently approved and passed for payment by those beneficiaries present.



- iv. The Treasurer shall do and perform all such other lawful duties as may usually pertain to the office of Committee Treasurer.

13. **Marae Committee Meeting**

The Marae Committee shall meet as often as is necessary. The quorum shall be three Officers. The Marae Committee shall meet at least once every three months with the Trustee Body.

14. **Rights of Beneficiaries and Voting Beneficiaries at General Meetings:**

- a) All beneficiaries of the Marae shall be entitled to attend and speak at the any General Meeting of the Reservation.
- b) Except for those matters set out in clause 14(c) all beneficiaries who have attained the age of 18 years shall be entitled to vote either in person at any General meeting of the Marae.
- c) Only Voting Beneficiaries shall be entitled to vote in person on the following matters:
  - a. Election of Responsible Trustees
  - b. Election of Te Kauhanganui representatives
  - c. Term of Responsible Trustees
  - d. Te Kauhanganui resolutions

d) **Annual General Meetings and Special General Meetings:**

- a. **Annual General Meetings:-** The trustees shall hold an Annual General Meeting in each year which 21 clear days' notice is issued and that must be held within two months of the end of the financial year – the financial year being from 1 July until 30 June of the following year. The physical presence of **10** beneficiaries entitled to vote and at least half of the Responsible Trustees at any General meeting shall form a quorum. All Responsible Trustees must be in attendance unless an apology has been received.
- b. **Special General Meeting: -** A Special General Meeting of the Marae of which 14 clear days' notice shall be called when as required by the Trustee Body. The physical presence of **10** beneficiaries entitled to vote and at least half of the Responsible Trustees at any General Meeting shall from a quorum. All Responsible Trustees must be in attendance unless an apology has been received
- c. No failure by the Trustee Body to notify every single beneficiary who is entitled to receive notification of any general Meeting shall invalidate the procedures undertaken or decisions reached at such meeting provide there has been reasonable compliance with these provisions.

e) **Chairman's Vote:**

At all official General Meetings of the Marae, the Chairperson of the Marae Committee whose ruling shall be final shall have a deliberative vote and in event of equality of voting, a casting vote.

At all official Annual General Meetings and Special General Meetings, the Chairperson of Trust whose ruling shall be final shall have a deliberative vote and in event of equality of voting, a casting vote.

f) **Mode of Voting**

- a. The mode of voting at all meetings of the Marae shall be on voices or show of hands and the declaration of the Chairperson that any resolution has been carried, shall be deemed conclusive evidence of that fact unless a poll is demanded immediately following such declaration. All elections of Trustees where nominations exceed the total number of vacancies, shall be by secret ballot.
- b. For the avoidance of doubt there shall be no voting by proxy.

g) **Removal of Responsible Trustee/s:**

- a. Notwithstanding *Clause 9 subsection (c)* a trustee may be removed from office should the Voting Beneficiaries of the Marae and the Māori Land Court be satisfied that;
  - i. The Trustee has failed to carry out the duties of a Trustee satisfactorily or
  - ii. Because of lack of competence or prolonged absence the Trustee is or will be incapable of carrying out those duties satisfactorily
  - iii. The Trustee Body of the Marae, subject to ratification of the Maori Land Court, may be removed as a body or individually, by the votes of at least two thirds of the Voting Beneficiaries present at a Special General Meeting called for that purpose and in case of such removal, the Chair for the time being shall forthwith call for nomination to fill vacancy or vacancies as the case may be and an election shall be held forthwith if the nominations received exceed the numbers of positions available. The Trustee Body as the constituted shall, subject to ratification by the Maori Land Court, carry on the business of the marae. Application to the Maori Land Court for ratification of these appointments must be lodged within 10 working days of the respective meeting or as soon as reasonably possible to comply with this provision.