



*Ka tuwhera a Tangitu, ka kati a Maungaharuru  
Ka tuwhera a Maungaharuru, ka kati a Tangitu*

Tangoio Marae  
And  
Urupa  
Reservations  
Charter  
2010

## 2.

# Tangoio Marae and Urupa Reservations Trust Charter 2010

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### **Introduction**

Ko Haruru te Maunga

Ko Tangitu te Moana

Ko Takitimu te Waka

Ko Ngāti Kahungunu te Iwi

Ko Marangatuhetaua, Ngati Tu, Ngati Kurumokihi, Ngāi Tataara, Ngāi Te Ruruku ki  
Tangoio ngā Hapū

Ko Tangoio te Marae

Ko Punanga a Te Wao te Whare tipuna

aaKo Tangitu te Wharekai

Ko Maungaharuru te Whare Manaaki

For the purposes of the Charter the following Terms define, apply, identifies Whenua and Beneficiaries covered by the Charter:

- \* The Marae re Tangoio Marae
- \* Old Urupa re Tangoio South Urupa Reserve
- \* New Urupa re Tangoio South Urupa Part Church Reserve
- \* Whenua re Lands
- \* Hapu relates to all Hapu identified within the Introduction
- \* Trustees re Marae Trustees
- \* The Trust re Tangoio Marae Trust and or Urupa

1 **The Charter sets out the:**

- \* Appointment and Removal of Trustees
- \* Roles, Responsibilities and Accountabilities of Trustees
- \* Terms of the Tangoio Marae Trust
- \* Provisions relating to Sub-Committees & Hapū Beneficiaries of the Trust.

**The Trusts Whenua**

2 The following Whenua form part of the Trust.

Tangoio South 29 Reserve

2.1 This Reservation relates to the area commonly known as Tangoio Marae or the **Marae**. NZ Gazette Notice dated 24 September 1992 No 154 p.3208 setting apart this land as a Maori Reservation for the purpose of a Marae and Recreation Ground for the common use and benefit of the Maori people living in the District

2.2 The Marae comprises 1.6231[hectares], Certificate of Title CFR 477518 and was the subject of a Partition order by the Maori Land Court dated 23 July 1991, Minute Book Reference 131 NA 3.

Tangoio South Urupa Reserve

2.3 This Reservation relates to the area commonly known as the Old Urupa. It comprises 0.7183 [hectares], Certificate of Title CFR 477219 and was the subject of a partition order by the Maori Land Court dated 26 February 1917, Minute Book Reference 67 NA 20.

Tangoio South 27 Part (Church Reserve)

2.4 This Reservation relates to the area commonly known as the New Urupa. It comprises 0.1012 [hectares], Certificate of Title CFR HB55/6 and was the subject of a Vesting Order of the Maori Land Court dated 04 December 2002, Minute Book Reference 169 NA 209-211.

The Reserves in rules 2.3 and 2.4 above are referred to collectively as the “**Urupa**”.

Other Lands

- 2.5 Other Lands pertaining to those which from time to time may be:
- 2.6 ‘ Gifted ‘ to the Tangoio Marae Trustees
- 2.7 purchased by or on behalf of the Tangoio Marae Trustees

4.

**Beneficiaries of the Trust:**

- 3 Beneficiaries of the Trust are Individuals, Whanau and or Hapū who descend from the following Tīpuna:
- a Tataramoa for Ngāi Tatara / Ngāti Kurumokihi;
  - b Tukapua I for Marangatuhetaua (Ngāti Tu);
  - c Whakaari for Ngāti Whakaari, a sub of Ngāti Tu; and
  - d Te Ruruku through Hemi Puna and Taraipene Tuaitu, for Ngāi Te Ruruku,

Beneficiaries are referred to as the “**Hapū**” and each a “**Member of the Hapū**”.

**Purpose of the Trust**

- 4 The purpose of the Trust is to appoint a maximum of **Three ( 3 )** Trustees to:
- a. administer, maintain and develop the land and structures upon the Marae to:
    - i enable the Hapū to meet for Tangihanga, Karakia, Celebrations, Hui-a-Whānau, Hui-a-Hapū, other Hui and to practise Tikanga and Kawa of the Hapū;
    - ii Manaaki Manuhiri
    - iii provide a physical base to advance the administrative, cultural, economic, educational, health-based, recreational and spiritual needs of the Hapū
  - b. administer, maintain and develop current Urupa and future sites obtained for the purposes of an Urupa for the benefit of the Hapū
  - c. uphold the Tikanga and Kawa of the Marae and Hapū and to ensure that all activities on the Marae and Urupa are carried out in accordance with such Kawa and Tikanga
  - d. hold Trustees Hui:
    - i two monthly as from March 2011 and when deemed necessary
    - ii Quorum will be 50% plus 1 other Trustee
    - iii Trustees to elect Chairperson / Spokesperson
    - iv Hui Minutes to be kept and maintained as Trusts Record
    - v Trustees will facilitate Hapu Hui in the months of March and **September** as from March 2011

- vi Trustees to ensure that Sub Committees table current Reports at Hapu Hui as in paragraph v above
- vii **Trustees are to ensure that there are no Postal and or Proxy votes tabled or added to any voting matters under its jurisdiction. This includes all Trust and Sub Committee voting procedures / processes.**

#### **Powers of the Trustees**

- 5 The Trustees shall have the power to do all things conducive to fulfilling the purpose of the Trust as set out in rule 4.

The Trustees shall also have the following specific powers which may only be exercised for the purpose of fulfilling the purpose of the Trust:

- a *Make Grants: make Grants*, Scholarships or Koha to any person or organisation;
- b *Purchase Property: purchase* or otherwise acquire (by gift, devise, bequest or any other means) or otherwise take or lease any property, rights, privileges, at such price and on such terms and conditions as the Trustees may think fit;
- c *Pay for Property: pay for property*, rights, privileges and resources and any services provided to the Trustees;
- d *Manage Property*: sell, improve, maintain, manage, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property assets and rights of the Trust;
- e *Mortgages and Purchases etc*: take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Trust's property of whatsoever kind sold by the Trust, or any money due to the Trust from purchasers and others;
- f *Negotiate and Contract*: enter into negotiations, agreements, joint ventures or contracts, preliminary, conditional or final, which the Trust is empowered to enter into and give effect to, modify, vary or rescind them;
- g *Arrangements ie* entering into any arrangements with any person that may seem conducive to the purpose of the Trust, and to obtain from any such person any rights, privileges and concessions which the Trust may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

6.

- h *Construction and maintenance ie* construct, improve, maintain, develop, manage, or control any buildings, and other works and conveniences which may seem calculated directly or indirectly to advance the purpose of the Trust; and to contribute to, subsidise or otherwise assist or take part in the construction, improvements, maintenance, development, working, management, carrying out or control thereof;
- i *Borrowing:* raise or borrow money in such manner and upon such security (if any) as the Trustees shall think fit;
- j *Investment of funds:* invest and deal with the moneys of the Trust not immediately required upon such securities or otherwise in such manner as may from time to time be determined by the Trustees and from time to time to vary such investment or realise the amount invested therein;
- k *Guarantees:* guarantee the payment or performance of any debts, contracts, incurred on behalf of the Trust or become surety for any person, firm or company acting on the instructions of the Trust
- l *Indemnities:* give indemnities to any officer or other person whether a member of the Hapū or not who has undertaken or is about to undertake any liability on behalf of or for the benefit of the Trust, and to secure such officer or other person against loss;
- m *Licences:* obtain all licences, powers and authorities necessary to carry out the purpose of the Trust;
- n *Agents and attorney:* appoint agents and attorneys (under Powers of Attorney) for the Trust, with such powers (including the power to sub-delegate) as may be thought fit
- o *Employees of the Trust:* to employ Hapū members or any other persons on a full or part-time basis and to remunerate them, and generally employ them and to terminate such employment in accordance with established procedures, provided that this rule shall not terminate any contractual agreements at present in force between the Trust and its employees or officers;
- p *Remuneration:* remunerate any person for services rendered or to be rendered, in or about the Trust; formation or promotion of the Trust or in the fulfilment of the purpose of the Trust;
- q *Expenses and fees:* apply the funds of the Trust in the manner as set out in this Charter and for the following purposes:
  - i. in payment of all expenses and fees incidental to the carrying out of the purpose of the Trust;
  - ii. the travelling expenses and other allowances for Trustees, officers of any sub-committee of the Trust, Hapū members, delegates or representatives of the Trust.

7.

- r *Cheques and other negotiable instruments:* issue cheques and other negotiable instruments and receipts for money paid to the Trust which shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Trustees may from time to time by resolution determine;
- s *Legal proceedings:* commence and carry on or defend, and to abandon and compromise any legal proceedings whatsoever by or against the Trustees or its officers and otherwise concerning the affairs of the Trust, or to refer any claims or demands by or against the Trust to arbitration; and to observe and perform the contracts, and to accept compositions from or to compound with or give time to any debtor or contributory owing money or alleged to owe money to the Trust;
- t *Sub-Committee/s:* appoint or establish any sub-committee and delegate such duties deemed appropriate by the Trustees for such Sub-Committee to carry out;
- u *Carry out purpose:* carry out the purpose of the Trust and do all or any of the above things by or through agents or otherwise, and either alone or in conjunction with others.

7 Rule 6 and every rule shall be construed so as to widen and not restrict the powers of the Trustees.

**Limitations on Trustee powers**

8 *Charitable status:* To ensure that the Trust secures and retains Charitable Status approval, the following limitations apply to the powers of the Trustees:

- a no part of the income or capital of the Trust shall be paid directly or indirectly by way of profit to any Trustee, Officer or Hapū Beneficiary;
- b a Trustee or person associated with such Trustee (**Interested Person**), may not take part in, or influence any decision made by the Trustees in respect of any income, benefit, advantage or payments to, or on behalf of, the interested person; and
- c any payments made to an Interested Person must be for goods or services that advance the purpose of the Trust and must be reasonable and relative to payments that would be made between unrelated parties.

9 In exercising their powers, the Trustees must:

- a comply with any instruction, procedure and or process within Te Ture Whenua Maori Act 1993, the Trustees Act 1956 and the Maori Reservations Regulations 1994 (and any amendments to such Legislation / Regulations );
- b comply with any Order of the Maori Land Court;

8.

c all other relevant Legislation.

### **Election of Trustees**

- 10 Period of reign of a Trustee is determined by the current Te Ture Whenua Maori Land Act 1993; subsequent Amendments and or applicable Acts thereafter.
- 11 A Trustee shall holds Office until the Trustee resigns, dies or is otherwise removed from office by an Order of the Maori Land Court.
- 12 **upon a vacancy**, an advertisement must be placed in the local newspaper 21 days before the date of the proposed Election date. The advertisement must state:
- i. date, time and venue of Hui
  - ii Agenda
  - iii signed by the Trustee Chairperson / Spokesperson
- 13 To be nominated to the position of Trustee; a Nominee:
- a. must be a Beneficiary of the Hapu
  - b. must be twenty [20] years and over
  - c. must attend Trustee training organised/held by the Maori Land Court
  - d. desirable Nominee resides in H.B and or Wairoa District Council areas
  - e must not be:
    - i guilty of misconduct of the administration of a business;
    - ii an undischarged bankrupt;
    - iii convicted of a crime of dishonesty; or
    - iii of unsound mind.
- 14 It is desirable for a Nominee to have the following attributes:
- a. a person of standing on the Marae, knowledgeable in matters of tikanga and kawa relating to the Marae and the Hapū;
  - b. proven acts of diligence and common sense;
  - c. proven track record of acting in good faith and honesty;
  - d. sound administrative, financial and communication skills.



- 15 Within two months of a vacancy becoming available, the remaining Trustees shall hold a Special General Meeting to elect a replacement Trustee.
- 16 The remaining Trustees shall appoint a Returning Officer who shall supervise the conduct of the election. The Trustees and Officers of Sub Committees are not eligible to act as a Returning Officer.
- 17 Nominations shall be in writing and signed by two Hapū Members, being the proposer and seconder of the nominee. The nominee must also sign the nomination to indicate his or her consent. The nomination shall be delivered to the Marae Secretary before the closing date, which shall be at least 21 days before the day of the Special General Meeting where the election ballot will take place.
- 18 Nominations shall be void if they are received by the Secretary later than the closing date
- 19 If there is only one nomination to fill a vacancy, the Returning Officer will continue with the election process in order for the Hapu to exercise its Right of selection.
- 20 The Returning Officer shall make the necessary arrangements for the carrying out of a ballot at a Special General Meeting in accordance with this Charter.
- 21 Only Beneficiaries of the Trust as defined within Clause 3 of this Charter shall be eligible to vote. Eligibility also extends to all voting procedures / processes applicable to the Trust.
- 22 **The Returning Officer will not receive / count Proxy or Postal Votes. Such material received will be deemed invalid to the election process.**
- 23 **The Returning Officer shall count the ballot at the meeting and declare the results to Hapū Members. The highest polling candidate for each vacancy shall be appointed as Trustee**
- 24 Trustees are to ensure that the Marae Committee Secretary completes the appropriate Maori Land Court application for the registering of a new Trustee/s
- 25 The election of a new Trustee /s will only be effective from the date the Trustee is appointed by an Order of the Maori Land Court.

#### **Removal of a Trustee**

- 26 A Beneficiary of the Hapu who deems that a Trustee or Trustees should be removed from office must have applicable evidence to support the removal of the Trustee and or Trustees. The Complaining Beneficiary must:
  - a. attach such evidence to a letter of ' Removal '
  - b. complaints against 1 – 2 Trustees ; requires minimum of six other Beneficiaries supportive signatures on the above letter.

- c. complaints against 3 or more Trustees; requires a minimum of 25 other Beneficiaries supportive signatures on the above letter
  - d. hand above letter to the Trustees Chairperson or another Trustee and request a Trustees Hui be held to address the letter.
- 27 All Trustees, inclusive of the affected Trustee /Trustees, shall hold a Hui with the Complaining Beneficiary and supporting signatures within 21 days of receipt of the letter
- 1.1 a. Letter and evidence to be discussed
  - b. Trustee/s unaffected by the ‘ complaint ‘ shall decide the outcome/s of the letter and evidence as submitted.
  - 1.2 If evidence **not upheld** by the ruling Trustee/s then the matter/s will be deemed ‘ satisfactorily concluded ‘ and so Minuted.
  - 1.3 If the Evidence is upheld by the ruling Trustee/s; then the ruling Trustee/s shall hold a Special Hapu Hui within 2 months ( as in line with Clause 15 of this Charter ) to elect replacement Trustee/s.
  - 1.4 If Complaining Beneficiary isn’t satisfied with the decision of the ruling Trustee/s then s/he will need to consider registering an applicable Application with the Maori Land Court.
- 28 **should the complaint/s be against all Trustees then the Trustees shall consult the Maori Land Court for the facilitation of a Hapu Hui to address the issues and find resolution/s.**

### **Marae Committee**

- 29 as per Clause 6, t of this Charter, Trustees can approve the establishment of a Marae Committee.
- 30 the Marae Committee will organise / manage / contribute to the ‘ **day to day** ‘ activities on the Marae on behalf of the Trustees.
- 31 the Marae Committee will hold Annual General Meetings in March of each year with Elections every third March beginning 2009.
- 32 the Financial Period for the Marae will be 01 January to 31 December of each year.
- 33 **a Marae Committee ( inclusive of any other Sub Committee ) Member/s can / will be stood down/ replaced from the position by Marae Trustees for reasons decided in - committee. Marae Trustees are not bound to account to Hapu and or Beneficiaries for any such decision/s. The process adopted will be:**
- i Trustees receive letter of complaint with supporting evidence; that is counter signed by a minimum of six Beneficiaries

- ii such supposed evidence must attain to legal and or administration of un professionalism, misappropriation and or any such misdemeanour that purportedly could / brought the Hapu/Marae into disrepute.
  - iii Trustees will hold a Hui with affected Committee Member/s to discuss allegations and evidence
  - iv Trustees decision will be ' in committee ' with any appropriate action/s to follow
- 34 The Marae Committee will comprise the:
- i. **Executive** - being three ( 3 ) persons; namely the Chairperson, Secretary and Treasurer. The Executives prime duty is to **organise / manage / control the day to day activities of the Marae.**
  - ii. **Chairperson** - lead and chair Marae Committee meetings.
    - ensures administrative and financial activity are managed professionally
    - ensures roles and responsibilities of the Committee are carried out professionally
  - iii. **Secretary** - attend to all correspondence relating to the Marae Committee
    - scribe / take and keep Minutes and other records / materials into safe storage.
    - advertise Marae Trustees / Committee's Hui by way of local and or national news media, Beneficiaries emails, website and other such sources.
    - Prepare Hui material
  - iv. **Treasurer** - attend to all financial matters as approved by the Committee
    - prepare and present Annual Financial Accounts for Trustees / Marae Hui in **September** each year beginning 2011
    - prepare and present Audited Accounts for the Trustees / Marae Annual Hui in March of every third year beginning 2011
    - keep all financial records in a safe and secure storage
  - v. **Members** - no set number.
    - drawn from Hapu Members
    - elected at every third March Annual General Meetings beginning 2009 or co-opted at intervening Marae Hui
    - carry out duties / functions as agreed upon

### Wind – Up

- 35 Wind Up of the Trust will only eventuate from / by the following Actions, Procedures and or Processes:
- i) Beneficiaries decision at a Hapu Annual General or at a Hapu Special Meeting convened by the Trustees
  - ii) Ordered by the Maori Land Court, Incorporated Societies Commission or any other such Legal Entity authorised to do so
  - iii) that surplus income/profit after all expenses/liabilities have been settled; be offered and transferred to a like minded Community Trust.
  - iv) Should Beneficiaries not agree upon a Community Trust as per iii) above, then Trustees shall make application to the Maori Land Court for judgement / Orders

### Display of Documents

- 35 Trustees to ensure *followings documents / signage* are displayed in prominent places within Marae facilities:
- i. The Charter
  - ii. List of Marae Trustees and current contact details
  - iii. List of Marae Committee Executive and current contact details
  - iv. Safety / Emergency Exit Procedures
  - v. Emergency Agency / Organisations contact details
  - vi. Marae Hirage Conditions, Prices and contact details

### Review of Charter

- 37 Trustees shall hold a Hapu Hui in the month of March of every tenth anniversary of the adoption of the Charter for a Review of the document as from March 2020

### Changes to the Charter

- 38 Changes to the Charter will be way of letter received by the Marae Committee Secretary from a Beneficiary by the 08 September. Letter to:
- i. highlight a particular Clause / Part of the Charter for change
  - ii. **state reason/s for change and recommendation/s**
  - iii. be counter signed by six ( 6 ) other Beneficiaries

- iv. be discussed at the next Trustees October Hui
- 39 Trustees will include ' proposed ' changes ( as in iv above ) on Agenda for the next Hapu March Hui.
- 40 any adopted changes as per 39 above to be written into the Charter.
- 41 Marae Secretary to register the amended Charter with the Maori Land Court and other appropriate Organisations.

**‘ He aha nga mea nui i piki i heke iho i roto nga wharingi nei? ‘**

**Tatou e whakahoki**

**‘ Nga tina ara tika ma Te Hapu, Te Marae me Nga Whanau Whanui hoki. ‘**



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Hapu Hui 25.11.10 – Charter Approved

Hapu Hui 11.08.12 - Approved Amendments - in red re

^ Trustee Numbers reduced from Five ( 5 ) to Three ( 3 )

^ Hui Dates from October to September