



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

Tangoio Marae And Urupa

Reservations

Charter

2020

Tangoio Marae and Urupa Reservations Trust

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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 me Ngai Taurira nga Hapu.

Ko Tangoio te Marae

Ko Punanga Te Wao te Whare Tipuna,

Ko 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

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 **seven (7)** Trustees
- Co-opt or appointment
 - Two Trustees 60 plus Male/Female
 - Two Rangitahi
 - Financial experience
 - Governance experience
- a. **administer, maintain and develop the land and structures upon the Marae to:**
 - i enable 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 nga 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 and or when deemed necessary
 - ii Quorum will be 50% plus 1 other Trustee
 - iii Trustees may elect a Chairperson/Spokesperson at least once per year.
 - v Trustees will facilitate hapu hui at least once per year
 - vi Trustees to ensure that Sub Committees table current reports.
 - 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 Portfolio Holders voting procedures / processes.

Powers of the Trustees – (5A to R)

- 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, 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;

- 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 **Licences**: obtain all licences, powers and authorities necessary to carry out the purpose of the Trust;
- l **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;
 - Example inclusion: ie to reimburse any Trust Member/Beneficiary for any expense and or incidental in carrying out Trust business*
- m **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.*
 - iii. *Cheques and other negotiable instruments, Internet payments or Direct Debits and receipts for money paid to the Trust which shall be drawn, accepted, endorsed or otherwise executed as the case maybe, in such a manner as the Trustees may from time to time by resolution determine*
- n **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

- o **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.
 - p **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;
 - q **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.
 - r **Charitable Status:** To ensure that the Trust secures and retains Charitable Status approval
- 6 Rule 5 and every rule shall be construed so as to widen and not restrict the powers of the Trustees.

Limitations on Trustee powers

7. *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
 - d reasonable and relative to payments that would be made between unrelated parties.

8. 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;
- c all other relevant Legislation.

Election of Trustees

9. 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.

10. Term of Trusteeship: Each Trustee has a 3 year Term in office from the time of nomination and acceptance. Trustees can be elected by rotation if no challenges have been tabled
11. 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
12. To be nominated to the position of Trustee; a Nominee:
 - a. must be a Beneficiary of the Hapu
 - b. must be a minimum of eighteen [18] years of age and over
 - c. must attend Trustee training organised/held by the Maori Land Court
 - d. All Trustees must undergo Board of Directors TRC
 - e. *Must not be:***
 - i. Guilty by law of Administrative misconduct of a business or Community Organisation.
 - ii. An undischarged bankrupt;
 - iii. Convicted of a crime of dishonesty; or
 - iv. Of unsound mind.
 - f. It is desirable for a Nominee to have the following attributes:
 - g. A person of standing on the Marae, knowledgeable in matters of tikanga and kawa relating to the Marae and the Hapū;
 - h. Proven acts of diligence and common sense;
 - i. Proven track record of acting in good faith and honesty;
 - j. Sound administrative, financial and communication skills.
13. Within two months of a vacancy becoming available, the remaining Trustees shall hold a Special General Meeting to elect a replacement Trustee.
14. 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.

15. 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.
16. Nominations shall be void if they are received by the Secretary later than the closing date
17. 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.
18. 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.
19. 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.
20. The Returning Officer will not receive / count Proxy or Postal Votes. Such material received will be deemed invalid to the election process.
21. 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
22. Trustees are to ensure that the Marae Committee Secretary completes the appropriate Maori Land Court application for the registering of a new Trustee/s
23. The election of a new Trustee will be effective from the date the Trustee is appointed and notified to the Maori Land Court

Removal of a Trustee

24. 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.

- 25 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 Minute/d.
- 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.
- 26 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

- 27 as per Clause 6, t of this Charter, Trustees can approve the establishment of a Marae Committee.
- 28 the Marae Committee will Oversee/manage/contribute to the '**day to day**' activities on the Marae on behalf of the Trustees.
- 29 the Marae Committee will hold Annual General Meetings in March of each year with Elections every third March
- 30 the Financial Period for the Marae will be 01 January to 31 December of each year.
- 31 The Marae Committee will comprise of :

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.

Chairperson: Lead and chair Marae Trustees meetings.

Ensures administrative and financial activity are managed professionally

Ensures roles and responsibilities of the Trustees are carried out professionally

Secretary

Attend to all correspondence relating to the Marae Committee

Scribe / take and keep Minutes and other records /

File 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

Treasurer Attend to all financial matters as approved by the Committee
 Prepare and present Annual Financial Accounts for Trustees and Marae Hui each year
 Prepare and present Audited Accounts for the Trustees & Marae Annual General Hui in March of every third year
 Keep all financial records in a safe and secure storage
 Inspection of various books of account.
 Physical checking on inventory to make sure that all the Departments are following a documented system for recording transactions.
 Accuracy of financial statements

Members No set number.
 Drawn from Hapu Members

- a. elected at every third March Annual General Meeting or co-opted at intervening Marae Hui
- b. carry out duties / functions as agreed upon

Wind – Up

- 32 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 likeminded 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

- 33 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

- 34 Trustees shall hold a Hapu Hui for a review and adoption of any changes to the Marae Charter

Changes to the Charter

- 35 Changes to the Charter will be way of letter received by the Secretary from a Beneficiary
- i. Letter to 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 Hui
 - v.
- 36 Trustees will include 'proposed' changes on Agenda for the next Hapu Hui.
- 37 Any adopted changes as per 35 above to be written into the Charter.
- 38 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 07 November 2020 – Charter Approved