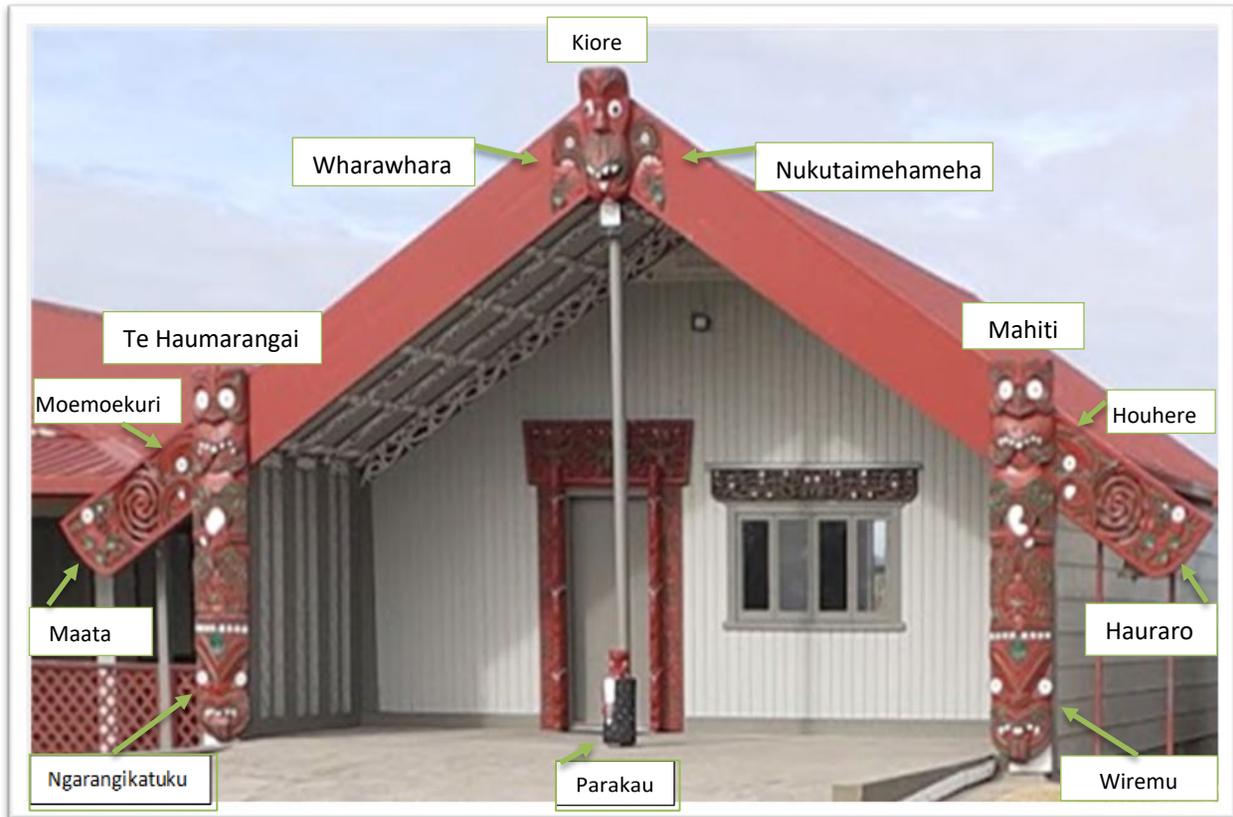


TE TUTOHINGA A PAROA (TAIWHAKAEA) MARAE

The Charter of Paroa (Taiwhakaea) Marae



MIHI

Tēna koutou e ngā uri o Taiwhakāea rāua ko Toanātini
Tēna koutou kei ngā tōpito o te ao
Tuituia tātau ki te here o te aroha, ki te here e kotahi ai te titiro
ki te oranga o tō tātau hapū, o tō tātau marae anō hoki.

Haere mai, Haere mai, Haere mai

Whakatauki

Ka rere te karanga o oku tūpuna, i runga i te kaupapa kua wharikitia nei
Puawairua e, nāu nei i moe taku tipuna a Pirauwhenua, tū te ihiihi, tū te wanawana e!
Te Rangihouhiri moe ana i a Hinepare, puta kau ana taku whare tangata a Toanatini
E tu kau ana i runga i te papa tapu e hora nei ko Pāroa e.
Tuohu tonu te haere mai o ngā iwi ki runga i te papa i hurihia ake ai e ngā mātua tipuna e
Whakaeke kau ana ki raro i te kauae o Taiwhakāea

"Whakaeke ana mai koutou he taniwha!
Whākanakana ana mai ka weriwere
Pūkanakana mai he paruparu
Upokokōhua te matakū e!"

Pepeha

Ko Kaputerangi, Ko Moutohora, Ko Putauaki ngā maunga
Ko Te Moana a Toi kai mua atu na
Ko Orini te awa e tuitui ana i ngā awa e toru o te rohe.
Ko te awa o Whakatane, o Rangitaiki me Tarawera.
Ko Ngātiawa te iwi
Ko Mataatua te waka
Ko Pāroa te marae
Ko Taiwhakāea te tupuna tāne Tihei mauri ora!
Ko tana uri whakaheke ko Kiore te koruru o runga i te whare tūpuna.
Ko tana wahine pūrotu ko Toanatini

Tihei Mauri Ora!

1.0 TE WHENUA

1.1 The Māori freehold land known as Taiwhakāea B Māori Reservation is located at Pāroa.

On 3 July 1986 the Taiwhakāea B block was declared a Māori Reservation for the benefit of the Taiwhakāea hapū and all other Māori people in the locality. On 21 September 2006 the status of the land was determined to be Māori Freehold Land. The Reservation is more commonly known as **Pāroa (Taiwhakaea) Marae**.

NGĀ TURE WHAKARITE KAUPAPA O TE MARAE/Governing Legislation

1.2 Maori Reservation Act 1993, 1994, 1995. It is registered as a Maori Reservation B Trust under the Ture Whenua Maori Land Act, 1993. The Trustee Act 1956. The Administration Act 1963.

1.3 Currently, there are six trustees namely:

Hoani Powell
Paora Reneti
John Te Poari Newton-
Ricki Tauroa
Georgina Maxwell
Tania Waana Davis

HISTORY AND BACKGROUND

The hapū of Ngāti Awa descend from many tūpuna including Toi Te Huatahi, his sons Rauru and Awanuiārangi I, and from the pre-migration tribes including Te Hapūoneone, Maruiwi and Te Marangaranga. Ngāti Awa also descend from the ancestors of the Mataatua waka including Toroa, Ruaihona, Tahinga o te ra and Awanuiārangi II and through Raukura daughter of Wairaka link again to Toi through his uri Māhu Tapoanui.

Before colonisation, Te Whānau a Taiwhakāea was one of the many hapū of Te Patutātahi that the included Ngāti Hinanoa, Ngāti Hina, Ngāti Kama and Ngāi Tāpiki. Taiwhakāea is tupuna of the hapū that today carries his name and that is centred around Te Pāroa Marae.

In 1866 the lands of Ngātiawa including Taiwhakāea were confiscated by the government for the iwi being in “rebellion”. Since then, the hapū, along with our close whānau Ngāti Hikakino, have been sheltered by Taiwhakāea hapū at Otamāuru and then Pāroa.

From 1867, the three tūpuna whare all stood together at Otamāuru until in April 1893, when Te Kooti Rikirangi Te Turuki uttered his whakatauki to Hoani Poururu:

E Úpe, he aha koe i whakatū ai i to whare i runga i te timutimu, wehewehe whenua, wehewehe tangata, wehewehe tikanga?

O Upe (Taupe) why have you built your house on the stump, dividing the land, the people, and their beliefs?

In the years that followed, the prediction of Te Kooti came to pass and all three whare tūpuna separated with Taiwhakāea being the first to move from Otamāuru to Te Pāroa in 1907 and was officially opened in 1913. Puawairua and Te Rangihouhiri II eventually followed to their present locations in Pāroa. Te Rangihouhiri II was shifted in 1922 to land purchased from Akuhata Kīngi.

Rangitipukiwaho I and Tumatawera, an uri of Ueimua, had Taiwhakāea, Te Puia, Whetenui, Paraheka, Te Ratuhāhana, Te Rangikāwhiua and Ruatiki. Taiwhakāea was named after his great-great grandfather, Taiwhakāea Tupuna. The wahine of Taiwhakāea was Toanātini, the daughter of Te Rangihouhiri II and Hinepare and her grandparents were Hikakino and Te Uruhina.

The children of Taiwhakāea and Toanātini were Nukutaimehameha, Houhere, Hauraro, Maata and Kiore. Nukutaimehameha married Te Whakapuakanga of Te Whānau a Te Ehutū. They had three sons, Paiaka, Tukere and Te Rangitipukiwaho II. Many uri of Taiwhakāea and Toanātini maintain land in Te Whānau a Apanui because of their whakapapa through, Nukutaimehameha and the uri of Kiore.

Regarding the Rūrima islands, Te Hurinui Apanui confirmed that the customary rights there came from Nukutaimehameha, Houhere, Hauraro, Maata, Kiore, and Toanātini.

Kiore the youngest child of Taiwhakāea and Toanātini married Te Wharawhara. They had Te Haumarangai, Māhiti, Te Ihutaoroa, Mahi, and Kaipō. Te Haumarangai the eldest son married Moemoekuri who had Mahiti, who was espoused to Hinemareikura of Te Whānau a Rutaia.

In addition, Taiwhakāea, Hikakino and Te Rangihouhiri II can whakapapa to Waitaha-ariki-nui, Waitaha-turauta and Tuwharetoa. Another seminal whakapapa connection is through Hinepare, a wife of Te Rangihouhiri II back to her tūpuna Tūteao and his wife Te Whakarurumai-o-te-rangi.

Te Patutātahi-Ngai Taiwhakāea is intricately connected to Ngāti Hikakino, Ngāi Te Rangihouhiri II and Te Tāwera hapū and together form a close political compact. Since the time of the raupatu in 1866, Ngāi Taiwhakāea, Te Rangihouhiri II, and Ngāti Hikakino have become synonymous as a single community, which today is based within the rohe of Taiwhakāea at Pāroa, Whakatāne.

Through these tūpuna the descendants of Kiore and Wharawhara secured customary interests in the Matahina lands. Kiore fell into conflict with Te Muinga of Ngāti Pūkeko and retired to Otumahi, a settlement of Warahoe and Te Whānau Pani.

Kiore occupied a piece of land at Mataipuku on the northern side of Pupuāruhe. When an award was made to Patuwai the piece was called Te Pāhi.

According to Tiaki Rēwiri Taiwhakāea was killed at Maraenui by Te Whānau a Apanui explaining that this was the reason Ngāti Awa wished to kill Tohi Te Ururangi when he was blown ashore at

Te Kaokaoroa. Tiaki Rēwiri also said that only the uri of Te Rangitipukiwaho I are tuturu Ngāti Awa, and that customary rights to the whenua at Whakatāne and Rangitāiki came from Taiwhakāea who derived those rights from Awanuiārangi II.

Taiwhakāea lived all his life in the Whakatāne region while his descendants journeyed across the rohe establishing themselves and their descendants' mana within the Ngāti Awa takiwa.

According to Himiona Te Orinui, one of the principal pā of Taiwhakāea was at Puketapu, above Whakatāne, and that from his time to the present, the uri of Taiwhakāea have lived continuously in the Whakatāne region. Tiaki Rēwiri also said that Te Patuwai uri of Taiwhakāea and Te Puia lived continuously at Puketapu and Te Pāpaka pā, and that Nukutaimehameha and his son Paiaka also lived there.

Before colonisation, Te Whānau a Taiwhakāea was one of the many hapū of Te Patutātahi that included Ngāti Hinanoa, Ngāti Hina, Ngāti Kama and Ngāi Tāpiki. Taiwhakāea is the tupuna of the hapū that today carries his name and that are centred around Taiwhakāea Marae.

Whare Tupuna



Following the building of the new whare kai in 1976, discussions regarding building a **new wharenui** began. It had been suggested that the current whare tupuna was beyond repair and

that a more practical solution would be to build a new meeting house. However, following further hui the proposal was not endorsed by the hapū and so the efforts to build a new whareniui were unsuccessful in persuading a majority of the hapū to endorse a new building. Even so the refurbishment of the existing whareniui was a project that did gather and sustain support. With the assistance from Ngātiawa through the ACCESS schemes the operating and with labour from the papakainga housing project the refurbishment of **Taiwhakāea** whareniui was eventually completed in 1990.

Whare Manaaki

During the 1960s the wharekai was condemned as being unsafe for public use but even so it was still in use up to the time of demolition in 1972. It was resolved in 1965 with a motion by Koro Aukaha and supported by Maaka Harawira to replace **Toanatini** with a new building of the same name. Saturday 23 October 1976 was the opening of the new wharekai

TE WHAKAMARAMA O NGA KUPU/Interpretation of Terms

1.4 For the purposes of this Charter:

"Marae" means **Pāroa Marae**, including the land and buildings that form the Taiwhakāea B Māori Reservation

"Beneficiaries" means those who whakapapa to Ngāi Taiwhakāea **"Beneficiaries" means the members of Ngāi Taiwhakāea hapū of the Ngāti Awa iwi**

"Kaumātua or Pakeke" means the elders of **Ngāi Taiwhakāea Marae**.

"Trustees" means the Trustees of **Pāroa (Ngai Taiwhakaea) Marae** as appointed by the Māori Land Court

"Committee" means the Taiwhakaea Marae Committee

"Court" means the Māori Land Court

NGĀ TĀNGATA WHAI PĀNGA /The Beneficiaries and Members

1.5 The beneficiaries are those who whakapapa to Ngāi Taiwhakāea **Beneficiaries" means the members of Ngāi Taiwhakāea hapū of the Ngāti Awa iwi**

HONORARY BENEFICIARIES

1.6 Honorary beneficiaries are either:

- a. hoa rangatira (spouses or partners) of a beneficial owner of Pāroa Marae for as long as they are actively involved in a relationship with that beneficial owner and are actively contributing to, and involved in, marae activities. In the case where that beneficial owner dies, the honorary beneficiary status of the spouse or partner is retained for as long as they continue to actively contribute to and participate in the marae activities;
 - b. whānau who have lived amongst the hapū for many years and actively contribute to, and participate in, the marae activities.
- 1.7 Honorary beneficiaries can participate in all aspects of the Marae activities and can have administrative roles on the marae. Honorary beneficiaries can be a part of the Kāhui Kaumātua, but cannot vote at Trustees elections or be voted as Trustees; they cannot vote on issues relating to the sale or disposition of major marae assets and/or resources, or in the alteration of this charter.

2.0 GENERAL

TE HUARAHĪ O TE TIROHANGA/Vision Statement

- 2.1 O matau Tirohanga Whanui -

What is our vision

MISSION STATEMENT

- 2.2 To maintain Taiwhakaea Marae as the focal platform to support and strengthen the full potential of our whānau, hapū, and community, thus encouraging Ngāi Taiwhakaea to stay connected to the marae, and empowering them to make contributions of significance today, and in the future.

GUIDING VALUES & PRINCIPLES

- 2.3 In general, the Trustees shall decide on all matters affecting the Māori Reservation including amenities, the buildings, and activities. The Trustees shall encourage the beneficiaries of the Marae to adhere to the tikanga, kawa, values and traditions of our tupuna, which are paramount to the way we conduct ourselves and the way we make decisions:

Ngāi Taiwhakāeatanga	<ul style="list-style-type: none"> - Ngāi Taiwhakāea tikanga, kawa, whakairo, and āhuatanga will be reflected in the implementation of all aspects of this Charter. - Acknowledging Ngāi Taiwhakāea korero, whakapapa, history, and stories as the basis of our hapū moving forward. - Upholding the mana, values, and principles of Ngāi Taiwhakāea is paramount in all that we do.
Wairuatanga	Acknowledging spiritual authority, promoting and maintaining the spiritual wellbeing of our whānau and hapū.
Karakia	
Whakamoemiti	
Manaakitanga	
Whanaungatanga	The maintenance and promotion of pride, dignity, and integrity in our relationships.
Kotahitanga	Unity and commitment; being aware and respecting our connection to and relationships with each other; understanding interconnectedness from a Te Ao Māori world view, and that everything we do will impact on someone or something at some point in time.
Ata Kitenga	Transparency, accountability, and open and regular communication.
Tika	Fairness.
Pono	Honesty and openness with each other and in all that we do.
Kaitiakitanga	Respecting Papatūānuku, Ranginui me ā rāua tamariki, mokopuna, actively promoting the environmental sustainability, care and protection of our whenua, our landscapes, flora, fauna, wāhi tapū, and sites of spiritual and cultural significance.

Kaitiakitanga refers to the protection and enhancement of taonga and other resources for the hapū today, and the generations to come.

Tino rangatiratanga

Leadership and self-determination in managing our resources and taonga for the benefit of our hapū.

- 2.4 In keeping with these principles, all activities on Taiwhakāea Marae will follow the tikanga and the kawa of the Marae. The Trustees shall also:
- a. advance, encourage and support the interests of all Beneficiaries.
 - b. actively participates in the revival, development, and use of Te Reo, and the maintenance and preservation of Ngā Tikanga on the marae.
 - c. be considerate and supportive of each other and seek and respect the advice and guidance of Kaumātua on the marae.
 - d. ensure that all buildings, assets, and grounds encompassed within the Māori reservation are respected and maintained to the highest standards.
 - e. ensure that manuhiri is received according to tikanga.
 - f. encourages the wellbeing of the Beneficiaries without bias or discrimination.
 - g. upholds and maintain the links to extended whanaunga.
 - h. approves applications for grants/funding from government, local bodies, and other institutions for the benefit of the marae.
 - i. ensures that all publicly and media announcements in respect of the Marae must first be approved at a meeting of the Trustees and issues by the chairperson of the Trustees.

TE KĀHUI KAUMĀTUA

- 2.5 The Kaumātua have numerous roles in the life of the community through the Marae. They teach and guide in tikanga matters; they tell the stories of the hapū; where possible they teach and promote the use of Te Reo; they advise in resolving disputes, and they hold knowledge which relates to keeping archival information safe and accessible.
- 2.6 The Trustees appreciate with deep respect and aroha the wisdom, counsel, and unfailing support of our kaumātua. The Trustees in exercising their duties shall from time to time

consult with our kaumātua regarding all matters of tikanga and kawa for Taiwhakāea Marae.

- 2.7 The Kaumātua of Ngāi Taiwhakāea shall convene when required to provide the Trustees with advice and guidance in matters of tikanga and kawa that affect the Marae. The Kaumātua meetings shall be convened by Kaumātua and from time to time at the request of the chairperson of the Trustees or by a majority of Trustees.
- 2.8 The Kaumātua will be provided with reports from the Trustees outlining matters of significance and the advice sought. The Trustees will consider the advice received from the Kaumātua and should ensure that all committees are also informed.

3.0 MARAE GOVERNANCE - THE RESPONSIBILITIES OF THE MARAE TRUSTEES

- 3.1 In addition to acting in accordance with the guiding values of this Charter to protect and preserve the mana of Ngāi Taiwhakāea, the Trustees shall act in accordance with Te Ture Whenua Māori Act 1993, the Māori Reservations Regulations 1994, and all other applicable legislation.
- 3.2 From time to time, and when required, the Trustees may seek directions from the Court, the advice of lawyers or other suitably qualified persons, regarding legislation that may affect the Marae and/or the Trustees' proper administration of the Marae.
- 3.3 Where there is a conflict between tikanga Māori and legislation, the Trustees shall consult with the Beneficiaries at a properly notified and convened hui, and with other necessary parties in such reasonable time and manner as to achieve a resolution. In these circumstances, the Trustees shall, in the exercise of their duties, have regard to the advice of the Kaumātua of the Marae and the wishes of the Beneficiaries.
- 3.4 The Trustees shall elect from their number a chairperson and deputy chairperson to serve in that role for the period of the Trustees' appointment as trustee. The chairperson shall be their spokesperson on all matters including all dealings with the media.
- 3.5 The chairperson shall convene and chair all meetings of the Trustees. In the absence of the chairperson, the deputy chairperson shall convene and chair all meetings of the Trustees. Where both the chairperson and deputy chairperson are absent, then the Trustees will select one of their number to convene and chair the meetings of Trustees.
- 3.6 The Trustees shall elect from one of their number a treasurer who shall be responsible for the administration of all bank accounts for the Marae and including the preparation of regular financial reports including the annual accounts, the receipt of bank statements and invoices, and shall be the Trustees' liaison person with the accountants and auditors for the Marae.

- 3.7 The Trustees shall appoint, with the consent of that person, a Secretary who shall be responsible for recording and maintaining the minutes of all Trustees' meetings and meetings of Beneficiaries of the Marae called by the Trustees from time to time.
- 3.8 The Trustees shall hold an Annual General Meeting and/or Special General Meeting as required and in accordance with the Maori Reservations Regulations 1994.
- 3.9 At any given time, the Trustees may have up to co-opted members who have been selected by the Trustees to perform a specific role(s) or purpose(s).

THE MAIN DUTIES OF THE TRUSTEES:

3.10 Te Whakamahi Manaaki - Duty of Care

- a. The duty of manaaki describes the level of competence that is expected of each Trustee.
- b. Care or manaaki that an ordinary prudent person would exercise in a like position and under similar circumstances.
- c. This means that the Trustee owes the duty to exercise responsible care when he or she makes a decision as a kaitiaki of the Reservation.

3.11 Te Whakamahi Whakaaetanga - Duty of Agreement

- a. The duty of whakaaetanga requires Trustees to be faithful to the mission and rules/laws as stated in the Reservation Regulations.
- b. They are not permitted to act in a way that is inconsistent with the essential goals of the Trustees.

3.12 Te Whakamahi Pou Whirinaki - Duty of Trustworthiness and Loyalty

- a. The duty of Pou Whirinaki is a standard of faithfulness; a Trustee must give undivided allegiance when making decisions affecting the marae on behalf of the hapū.
- b. This means that Trustees can never use, or abuse information obtained as a member for personal gain, or whakaiti the Trustees, but must act in the best interests of the Trustees on behalf of the hapū.

3.13 **Key responsibilities of the Trustees**

- a. Ensuring the Marae is well managed and maintained on behalf of the hapū.

- b. Protecting the Marae from external risks.
- c. Exercising financial stewardship.
- d. Preserving, and, when necessary, amending the Charter.

3.14 Duties as Individual Trustees

- a. Maintain regular attendance at Trustees' meetings.
- b. Be prepared and informed.
- c. Stewardship of the Marae assets and accounts on behalf of Ngāi Taiwhakaea.
- d. Integrity, responsibility, and honesty are paramount.
- e. Interpersonal relationship and decision-making skills.
- f. Diplomacy.
- g. Servant leadership and accountability.
- h. Declare conflicts of interest.

3.15 Collective Capacity of the Trustees:

Collectively, the Trustees shall have the following skills and knowledge:

- a. Governance
- b. Te Reo me Ngā Tikanga
- c. Knowledge of the whenua, history of Ngāi Taiwhakaea
- d. Accounting/financial literacy
- e. Policy and planning
- f. Project management skills
- g. Research skills
- h. Advocacy and conflict resolution skills
- i. Strategic planning and vision
- j. Communications across a range of mediums to suit a diverse audience
- k. Developing/maintaining relationships with external agencies and other hapū and iwi.

4.0 THE PROCESS FOR NOMINATING AND ELECTING TRUSTEES

4.1 The Marae shall have up to ten (10) Trustees at any given time.

4.2 The term of office is indefinite.

4.3 Any person is eligible for nomination of a Trustee provided they are:

- a. a Beneficiary of the Marae by whakapapa.
- b. over the age of 18 (eighteen) years.
- c. have no mental disability.
- d. disclose any criminal convictions and/or charges before the Court.
- e. have never been declared bankrupt; and
- f. are in good standing.

- 4.4 Trustees shall be nominated and elected according to their knowledge and skills, and their ability to act as responsible Trustees of the Taiwhakaea B Maori Reservation.
- 4.5 The persons nominating a candidate for election must also be of Ngāi Taiwhakaea descent, and over the age of 18 (eighteen) years. The approved nomination form is to be signed and witnessed by both the nominator and the person being nominated.
- 4.6 Forms must be received by the Secretary 21 (twenty-one) days prior to a general meeting of Beneficiaries for the purpose of an election. The names of all nominees shall be posted on the Marae notice board prior to the meeting. Nominations will not be received on the day of the election.
- 4.7 All nominees must give a short written/verbal statement outlining their skills and suitability to fill the role of Responsible Trustee for the Taiwhakaea B Maori Reservation.
- 4.8 The election for Trustees shall be by show of hands of all Beneficiaries participating in the election.

5.0 RETIREMENT, REMOVAL AND/OR REPLACEMENT OF TRUSTEE(S)

- 5.1 Upon the death, resignation, or removal by the Court of a Trustee, the remaining members shall ensure that the next annual general meeting of owners considers replacement. Application can then be made to the Court for an order replacing the Trustee(s).
- 5.2 A Trustee may be asked to resign if that person has failed to carry out his/her duties satisfactorily by:
- a. being absent for more than 3 (three) consecutive meetings of the Trustees without reasonable excuse.
 - b. being rendered incapable of carrying out their duties.
 - c. having been declared bankrupt after taking office; or
 - d. having been convicted of a criminal offence since taking office.
- 5.3 A trustee may be subject to an application to the Court for removal if:
- a. a two-thirds majority of Trustees have signed a resolution confirming that the trustee in question has committed a breach of trust of this Charter, or brought the Marae into disrepute; and
 - b. that at a properly notified meeting of the Beneficiaries the hui passed resolution seeking the removal of that trustee or trustees.
- 5.4 A trustee may also resign.
- 5.5 To avoid doubt, if any allegation of misconduct or bringing the Marae into disrepute has been made, the allegation must be put in writing and delivered personally to the affected trustee or trustees or to their usual place of residence or employment and who shall then

be provided with reasonable opportunity to provide a response before any resolutions of Trustees or of the Beneficiaries are put to a vote.

6.0 ACCOUNTABILITY TO THE BENEFICIARIES

How the Trustees provide information

- 6.1 The Trustees acknowledge and agree that they are accountable to the Beneficiaries of the Marae. The Trustees both individually and collectively are to uphold the office of trustee with honesty and integrity and should not bring the office into disrepute.
- 6.2 The Marae Trustee meetings are open to members of the hapū, and the beneficiaries shall be presented with an annual report of activities undertaken, and an annual financial report at the Annual General Meeting.
- 6.3 The Trustees acknowledge that the Beneficiaries of the Marae are entitled to information on their administration and management of the Marae as Trustees. Copies of minutes, records, and accounts will be made available to the Beneficiaries at their request, provided that the request:
 - a. is not frivolous or vexatious; and
 - b. is in writing and outlines the reason(s) for the request.
- 6.4 Provided that the request complies with clause 6.3, the Trustees shall make the requested documentation available to the Beneficiary that requested the information within 2 (two) months of receiving the request.

Annual audited accounts

- 6.5 The Trustees recognise the need to maintain proper records of account to ensure that the Beneficiaries are kept fully informed as to every financial dealing or matter that concerns the Marae directly or indirectly.
- 6.6 They shall cause true accounts for each year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets, and liabilities of the Marae, which include all Committees and all such other matters necessary to confirm a fair and accurate state and condition of the Marae.
- 6.7 All accounts concerning the Marae shall be audited at least once a year by a chartered accountant (not being a trustee) appointed in that capacity by the Trustees.

Conflicts of interest

- 6.8 Where any trustee has a personal interest in or is concerned directly or indirectly in a property or undertaking of the Marae, that trustee shall be required to disclose the nature

and extent of their interest to the other Trustees and must not take part in any deliberations concerning the matter. Any potential conflict of interest must be disclosed promptly.

7.0 SUB-COMMITTEES

- 7.1 The Trustees authorise the sub-committees listed below to function as sub-committees of the Trustees acting upon delegation of particular powers and duties provided by the Trustees.
- 7.2 The Trustees and all sub-committees acting upon delegation of particular powers and duties provided by the Trustees will be guided by the tikanga, values, and traditions of our tipuna, which are paramount to the way we conduct ourselves and the way we make decisions.

THE MARAE COMMITTEE

- 7.3 The Marae Committee is recognised as a sub-committee of the Trustees acting upon delegation of the particular powers and duties provided by the Trustees. The Marae Committee is responsible to the Trustees, and accountable to the beneficiaries (hapū).
- 7.4 The Marae Committee will be guided by the tikanga, values and traditions of our tipuna, which are paramount to the we conduct ourselves and the way we make decisions.
- 7.5 The Trustees recognise and acknowledge that the Marae Committee which plays an integral part in the functioning of the Marae. The Trustees will hold elections for the Marae Committee at a Special General Meeting.
- 7.6 A Marae Committee of at least 7 (seven) shall be elected as follows:
 - a. 5 (five members shall be appointed by the hapū at the Marae Special General Meeting.
 - b. Trustees will select (from amongst themselves) 2 (two representatives to be on the Marae Committee.
 - c. From this committee of at least seven, a Chairperson, Secretary and Treasurer will be elected.
- 7.7 The Committee is responsible for the day-to-day affairs of the Marae, including maintenance of grounds and buildings, including roadways, the use of the Marae, payment of accounts relating to Marae functioning, fundraising for Marae development, and any other matters as the Trustees may request.
- 7.8 The Trustees may establish and disestablish committees from time to time. The function and purpose of any such committees are to be determined by the Trustees from time to

time in writing. Each person appointed to any committee agrees to accept the authority of the Trustees in determining the function and purpose for that committee.

- 7.9 All committees shall report to the Trustees monthly or on such basis as the Trustees may determine from time to time.
- 7.10 The committees shall not enter into any negotiations, or represent, be represented, or be spokespersons for the Marae before any organisation, local body, or institution without the prior written consent of the Trustees.

What the Marae Committee does

- 7.11 The Marae Committee shall:
- a. Develop an annual calendar of events to include regular monthly Marae Committee meetings; all marae bookings; planned maintenance; fundraising events etc, all meetings.
 - b. Inform the Trustees and hapū of all upcoming activities to be held on the Marae.
 - c. Prepare the Marae for all hui.
 - d. In the case of tangihanga, ensure the Marae is clean, and work with the whanau/hapū to organise catering for the first meal.
 - e. Make sure the Marae is clean for hireage. Note that the users of the Marae are responsible for ensuring the Marae is left clean after their function/hui.
 - f. Ensure the Marae grounds and facilities are kept in a clean and tidy condition.
 - g. Operate and maintain a separate bank account for the purpose of paying expenses due for the day-to-day functions of the Marae.
 - h. Receive and record all koha on behalf of the Trustees for all hui excluding Tangihanga (when this is the sole responsibility of the whānau).
 - i. Develop, in consultation with the Trustees, an Operations Manual for the day-to-day operations of the Marae complex, and an information pack regarding the hireage charges and conditions for the Marae complex.
 - j. Perform such other functions as agreed upon with the Trustees.
 - k. Meet monthly and provide a report, including finances, to the monthly Trustee meetings.

8.0 MEETINGS

ANNUAL GENERAL MEETINGS

- 8.1 Subject to any Order of the Maori Land Court, the Trustees shall hold an Annual General Meeting in each year.
- 8.2 The Trustees must give at least twenty-one days' notice of any general meeting. The notice must be (at least) by way of written notice to all Trustees, a notice at the Marae, and a pānui in the local newspaper, and on the Taiwhakaea website.

- 8.3 A minimum of ten (10) beneficiaries, plus the Trustees, is required at any General Meeting.
- 8.4 All Trustees must be in attendance unless an apology has been received.
- 8.5 The Annual General Meeting (AGM) of Trustees is to be held within six months after the balance date (of 31st March), at which time the following shall be presented to the beneficiaries:
- a. an annual report of the preceding 12 months
 - b. an outline of activities proposed for the forthcoming year
 - c. an annual financial report
- and the following matters shall be dealt with:
- d. election of new Trustees if required to replace
 - e. general business.
- 8.6 Appointed Trustees are required to attend:
- a. The AGM of Trustees and other meetings of Trustees provided at least two weeks' notice is given; and
 - b. When possible, the monthly meetings of the Marae Committee.

SPECIAL GENERAL MEETINGS

- 8.7 A Special General Meeting of the Marae Trustees can be called for a specific purpose as and when required by the Trustees or beneficiaries.
- 8.8 14 clear days' notice shall be given.
- 8.9 A quorum of ten (10) beneficiaries, including the Trustees, is required at any Special General Meeting.

MONTHLY TRUSTEE MEETING

- 8.10 All meetings of Trustees will be carried out in accordance with the Māori Reservations Regulations 1994.
- 8.11 A quorum of no less than half the Trustees shall be required at every Trustees' meeting.
- 8.12 If a meeting of Trustees takes place with only a half of the Trustees present, the number of Trustee votes required to pass any resolution shall be unanimous.
- 8.13 If more than a quorum of Trustees meet then motions will be passed with a majority of the votes.

- 8.14 Beneficiaries and co-opted members who are not Trustees shall be entitled to attend any meeting of Trustees but will not have voting rights.
- 8.15 Trustees can call for a "closed meeting" or go "in-Committee" when sensitive issues are to be discussed in confidence. Notice will be given in advance when/if applicable.
- 8.16 **Taiwhakaea Marae** Trustees shall meet at least once a month.
- 8.17 A quorum of Trustees shall be required at every Trustees' meeting.
- 8.18 Any Trustee who fails to attend three (3) consecutive duly notified meetings of Trustees without tendering their apologies to the Secretary shall be deemed to have resigned as a Trustee. That Trustee shall be notified of his/her failure to attend by the Secretary, and of the possible consequences of their failure to attend i.e., that application will be made to the Maori Land Court to remove them as a Trustee.
- 8.19 If a Trustee is deemed to have resigned as above, a special general meeting shall be called as soon as possible to elect a replacement Trustee.
- 8.20 **Voting**
- a. The Chairperson shall have a casting vote in the event of tied voting.
 - b. Voting at all Trustee meetings shall be on voices or by show of hands and the declaration of the Chairperson that any resolution has been carried unless a poll is demanded immediately following such a declaration.

9.0 LIABILITY AND INDEMNITY OF TRUSTEES

- 9.1 No trustee shall be liable for any loss to the Marae funds not attributable to the Trustee's own dishonesty, or to the wilful commission or omission by that trustee of any act known by that Trustee to be a breach of trust.
- 9.2 Each Trustee shall be entitled to a full and complete indemnity from the Marae funds for any personal liability which that Trustee may incur in any way arising from or in connection with that Trustee acting or purporting to act as a trustee of the trust, provided such liability is not attributable to that trustee's own dishonesty, or to the wilful commission or omission by that trustee of an act known by that trustee to be a breach of trust.
- 9.3 The Trustees may from time to time appoint and/or employ such person as they think fit to provide a service which may include advice, or any other requirement deemed necessary by the Trustees. The Trustees must comply with such legislation as the Employment Relations Act 2002, the Health and Safety in Employment Act 1992 and Regulations, and any amendments to those Acts and associated legislation.

10.0 DISPUTE RESOLUTION

Advice and counsel from Te Kāhui Kaumātua can be sought at any/all levels as appropriate.

- 10.1 Any conflict between a Beneficiary and a trustee that affects the proper administration of the Marae in any way should in the first instance be brought to the notice of the chairperson and deputy chairperson in writing by either party. Where the issue concerns either the chairperson or the deputy chairperson or both of them, then the matter shall be notified to all of the Trustees.
- 10.2 If only one party has a written letter of complaint, then the other party shall be entitled to respond to that letter in writing. Both letters shall be tabled at the next Trustees' meeting. The Trustees shall consider the letters with the parties being present.
- 10.3 A working party consisting of three people from the Trustees who are not directly affected by the dispute shall meet with both parties separately. Both parties are entitled to their whānau in attendance when they meet with the working party. To avoid doubt, the working party must not include any trustee who is a subject in the conflict.
- 10.4 The working party must act without prejudice to any party and use reasonable efforts to attempt to achieve a resolution that assists both parties and that maintains and promotes the wellbeing of all Beneficiaries and maintains the reputation of the Marae.
- 10.5 If the matter is not resolved within 2 (two) months from when it is first notified to the Trustees, it should be referred to mediation before independent mediators.
- 10.6 If the matters have not been resolved to the parties' satisfaction or either of them, it will then be referred to the Court for a decision which shall be binding on all parties to the dispute.

11.0 PROCESS FOR ALTERING THE CHARTER

- 11.1 A request for any proposed change or amendment to this Charter must be made in writing by at least 3 (three) Beneficiaries and be sent or delivered to the Chairperson of Trustees.
- 11.2 The Trustees will then consider the request and decide whether or not a special general meeting should be called to consider the proposal. Where the request for a meeting is received within 4 (four) months before the annual general meeting, then the Trustees may defer notifying the proposed changes until the annual general meeting. Where the request is made outside of that time, then the Trustees may consider holding a special general meeting for the purpose of considering that request to change or amend this Charter.
- 11.3 In either case, the Trustees must notify the proposed change or amendment to the Beneficiaries by way of public notice in a local newspaper 21 (twenty-one) days prior to any general meeting. Such notice must be displayed on the notice board of the Marae as well as by using social website, media, and email addresses where known.

- 11.4 At an annual general meeting or special general meeting as the case may be, any change or amendment to this Charter can be made with the support of those Beneficiaries in attendance and voting at the meeting.
- 11.5 Where the Trustees decline to convene a special general meeting or include the request in the agenda for an annual general meeting, they must notify the Beneficiaries requesting the change or amendment in writing within 14 (fourteen) days of making their decision. In their notice, the Trustees must set out the reasons for declining the request to convene a special general meeting or to include the request in the agenda for the annual general meeting.
- 11.6 Where any such request is declined, any Beneficiary may by notice require a special general meeting of Beneficiaries to discuss the proposed change or amendment to this Charter provided that at least 30 (thirty) Beneficiaries support the requirement to convene a special general meeting in writing, and that such notice to be provided to the Trustees. The Trustees are then obligated to convene a special general meeting to consider the proposal to change or amend this Charter within 2 (two) months of receiving the notice.
- 11.7 The Trustees may seek direction from the Court at any time.

12.0 PROVISION FOR KEEPING AND INSPECTING THE CHARTER

- 12.1 A copy of the Charter, together with a copy of the Māori Reservations Regulations 1994, will be:
 - a. Issued to each Trustee
 - b. Displayed on the Wharekai notice board
 - c. Published on the Marae website
 - d. Maintained by the Trustee secretary for perusal by the beneficiaries
 - e. Lodged with the Court.

13.0 AUTHORITY TO ISSUE

This Charter is issued in accordance with Regulation 7 of the Māori Reservations Regulations 1994 after consideration, compilation, and endorsement at a meeting of Trustees and Beneficiaries of Taiwhakaea Marae.

.....
 Hoani John Powell
 Responsible Trustee (Chairman)

.....
 (John) Te Poari Newton
 Responsible Trustee (Secretary)

.....

.....

Ricky Tauroa
Responsible Trustee

Paora Reneti
Responsible Trustee

.....
Georgina Maxwell
Responsible Trustee

.....
Tania Waana Davis
Responsible Trustee

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