

Te Tātau o Te Pō Māori Reservation

Marae Charter

**Draft for feedback
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Background

- A On 14 January 1971 the Māori Land Court made an order declaring “Lot I on DP 32078 Part Section 21 Hutt Block XVI (**Tatau O Te Po Marae**) Reservation” (**Marae Reservation**) as a Māori Reservation for the purpose of “a meeting place for the common benefit of the owners thereof”.
- B The Marae Reservation is the land and Te Tātau o Te pō Marae (**Marae**) located at 437 Hutt Road Lower Hutt 5010 described as Lot 1 Deposited Plan 32078 Hutt 21 Blk XVI being Lot 1 DP 32078 contained in record of title WN219/221.
- C This Charter sets out how the Marae Reservation will be governed.

1 Interpretation

a. Definitions

In this Charter the following terms have the following meanings except to the extent that they may be inconsistent with the context:

‘**Balance Date**’ means 30 June or any other date that the Trustees by resolution adopt as the date up to which the Reservation’s financial statements are to be made in each year.

‘**Chairperson**’ means that Trustee appointed as chairperson in accordance with clause 5.1 (Trustees to elect) of Schedule 1 (Proceedings of Trustees).

‘**Charitable Purpose**’ means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section 5 of the Charities Act 2005.

‘**Financial Statements**’ means the financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).

‘**Financial Year**’ means any year or accounting period ending on the Balance Date.

‘**Hui-a-Tau**’ means the annual general meeting held in accordance with clause 5.1.

‘**Marae Reservation**’ means the reservation pursuant to the Māori Land Court an order declaring “Lot I on DP 32078 Part Section 21 Hutt Block XVI” as a reservation.

‘**Originating Families**’ means the five original families that provided the land for the Reservation being the Mason (Meihana), Warren (Warena), Love, Tupoki Takarangi and Te Puni families.

'Special Resolution' means a resolution approved by a majority of 75% of the Trustees present and voting at a duly convened and conducted meeting of the Trustees.

'Trustees' means the trustees of the Reservation from time to time.

'Working Day' means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

b. **General construction**

a In interpreting this Charter the following rules must be applied unless the context otherwise requires:

- i Headings to clauses are for reference only and are not an aid in interpretation;
- ii References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;
- iii References to documents will be construed as references to those documents as they may be amended from time to time;
- iv References to clauses are to clauses of this Charter;
- v References to currency are to New Zealand currency;
- vi All periods of time include the day on which the period commences and also the day on which the period ends; and
- vii Words importing the plural include the singular and vice versa and words importing gender import all genders.
- viii Any reference to a **'law'** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, status, treaty or other legislative measure, in each case of any relevant jurisdiction (and **'lawful'** and **'unlawful'** shall be construed accordingly).
- ix The words and expressions defined are indicated by capital letters for convenience. The absence of a capital letter shall not alone imply that the word or expression is used with a meaning different from that given by its definition.

2 Members

2.1 Membership

The Members of the Marae Reservation are the owners, being any descendant of the Originating Families, of which all are descendants of Te Atiawa, Ngāti Te Whiti and Ngāti Tawhirikura of Te Atiawa.

2.2 Register of Members

The Trustees will establish and maintain a register of Members, in written form.

3 Establishment and purpose of the Marae Reservation

3.1 Administration of the Marae Reservation

The Marae Reservation shall be governed and administered by and in accordance with this Charter.

3.2 Reservation Purposes

The Marae Reservation was established for Charitable Purposes including, without limitation:

- a. For the marae, to be a meeting place for the common benefit of the owners;
- b. For the social, moral, physical and general welfare of Māori regardless of creed or political view;
- c. To foster and connect the tribes and sub-tribes of Te Atiawa, Taranaki, Ngāti Ruanui and Ngā Rauru.
- d. To enable a physical space for the practice and exercise of Te Atiawa kawa and tikanga, including activities such as:
 - i. Hui ora;
 - ii. Hui tangihanga; and
 - iii. all other activities and events that further the purpose of the Marae;

- e. To preserve the traditions, arts and crafts of ngā tupuna;
- f. To foster and encourage literary, musical or other talent among the Members;
- g. To uphold the status of Members and continue to improve their relations with the community of the Marae;
- h. Any other Charitable Purpose that is considered by the Trustees from time to time to be beneficial to the community.

4 Appointment, powers, and meetings of the Trustees

4.1 Number of Trustees

The Marae Reservation shall have five (5) natural person Trustees at all times.

4.2 Composition of Trustees

The five (5) Trustees will consist of one representative from each of the Originating Families subject to clause 4.11.

4.3 Term of office of Trustees

Subject to 4.10, the Trustees shall remain in office for a term of three (3) years.

4.4 Nomination of Trustees

Trustee nominations will be made by the Originating Families. Each of the Originating Families is to undertake a whānau hui prior to the Hui-a-Tau to determine their Trustee representative.

Trustee nominations shall be made by existing trustees, be in writing, and called for at least two months before a Hui-a-Tau. The Originating Families must confirm their nomination in writing to the Secretary. Nominations shall close at 5pm on the fifth Working Day before the Hui-a-Tau.

Trustee nominations will be appointed at the Hui-a-Tau.

In the event that a family nomination is challenged at the Hui-a-Tau, the specific Originating Family is to address this challenge in a separate whānau hui.

4.5 Appointment of Trustees

Appointments of the Trustees need to be confirmed by the Māori Land Court, which requires them to be broadly acceptable to the Members.

Following the appointment of a Trustee(s) at a Hui-a-Tau, a copy of the minutes detailing the election and appointment of the Trustee together with

all required documentation will be provided to the Māori Land Court for confirmation.

Following the confirmation of appointment by the Māori Land Court, the Trustee(s) must, on being appointed, give notice of the appointment by publishing, within 7 days of the appointment, in a newspaper circulating in the district in which the reservation is situated, a notice giving details of the appointment.

4.6 Eligibility criteria for Trustees

In order to be eligible, a Trustee must not:

- a be bankrupt, or have in the previous five years been adjudged bankrupt;
- b have ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004);
- c be or have been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993;
- d be or ever been removed as a trustee of a trust by order of Court on the grounds of breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily;
- e be physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a Trustee;
- f be subject to a property order made under section 30 or 31 of the Protection of Personal Property Rights Act 1988; and
- g have been convicted in the previous 10 years of an offence punishable by more than three years' imprisonment (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004).

4.7 Further criteria for Trustees

Further to the eligibility criteria set out above, a person shall only be appointed a Trustee if:

- a they descend from one or more of the Originating Families;
- b they have the necessary knowledge of tikanga and kawa to reinforce the importance and governance of the marae and its function for Te Atiawa;
- c they have the necessary knowledge of the whakapapa connections with Taranaki Whānui and Te Kureitanga o Taranaki;

- d they have the particular skills and expertise that are required of a Trustee bearing in mind the activities that the Reservation undertakes or is likely to undertake in the future and the mix of skills and expertise required of the Trustees collectively; and
- e the person consents to undergoing a Police vet in order to provide the evidence necessary to satisfy clause b or g of this Charter.

4.8 Removal of Trustees

Any Trustee may be removed from time to time by Special Resolution provided the removal is supported by a written notice confirming the reasons for removal, followed by confirmation of the removal from the Māori Land Court.

4.9 Effective date of appointment or removal

Any appointment or removal of a Trustee in accordance with clause 4.5 ('Appointment of Trustees') and clause 4.8 ('Removal of Trustees') will take immediate effect upon the date of the Māori Land Court order removing the Trustee(s).

4.10 Termination of office of Trustee

A Trustee shall cease to hold office if he or she:

- a at any time ceases to fulfil the requirements set out in clause 4.6 ('Eligibility criteria for Trustees') and clause 4.7 ('Further criteria for Trustees');
- b retires from office by giving written notice to the Trustees;
- c refuses to act;
- d is absent without leave from three consecutive ordinary meetings of the Trustees without good reason or without the permission of the Trustees;
- e becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, the Trustee is unable to perform the duties of a Trustee;
- f the Originating Family from which the Trustee was nominated requests the removal of the Trustee in writing together with supporting documentation including evidence of a properly held Originating Family hui with fair and reasonable representation, confirming the removal;
- g is removed by Special Resolution of the Trustees in accordance with clause 4.8; or
- h dies.

4.11 Trustee Vacancy

If the position of any Trustee becomes vacant, the replacement Trustee must come from the originating Family that the Trustee represented except

in the situation where a replacement trustee from the particular Originating Family is not available. In this situation, the particular Originating Family may by written agreement, agree to nominate a trustee from one of the other families. The written agreement must be attached to the trustee application to the Māori Land Court.

4.12 Proceedings of Trustees

Except as otherwise provided in this Charter, the proceedings and other affairs of the Trustees shall be conducted in accordance with Schedule 1 (Proceedings of Trustees).

4.13 Powers of a natural person

The Trustees will have the powers of a natural person and all other powers that New Zealand law permits.

4.14 Trustees' expenses

Each Trustee shall be entitled to be reimbursed for any expenses or outgoings reasonably and properly incurred in the business of the Reservation, subject to obtaining the prior approval of the Trustees.

4.15 Special Trust Advisers

The Trustee(s) may appoint a Special Trust Adviser to advise the Trustees on specific technical matters. For the avoidance of doubt, Special Trust Advisers are not Trustees

4.16 Trustees' remuneration

Each Trustee shall be, if unanimously agreed by the Trustees, entitled to remuneration at a reasonable level determined by the Trustees taking into account the nature of the role of trustee, and the activities of the Reservation.

Any resolution concerning remuneration must be disclosed at the Hui-a-Tau.

However, for the avoidance of doubt, this clause does not apply to Trustee(s) contracting (via a contract as between themselves and the reservation), outside of their role as trustee, provided conflict of interest provisions are complied with.

5 Beneficiary Meetings

5.1 Annual General Meetings

An Annual General Meeting (**Hui-a-Tau**) is to be held within six months of the Balance Date.

5.2 Special General Meetings

Special General meetings may be called at any time by Trustees. The Trustees must call a Special General Meeting if the Secretary receives a written request signed by at least 10% of the Members.

Special General Meetings shall only consider and deal with the business specified in the Trustees' notice or the written request by Members for the Meeting.

5.3 Notice

Meetings must be advertised in a newspaper circulating in the district where the reservation is located. The advertisement should identify the land, Members, and the agenda items along with the meeting details.

Meetings may also be advertised in other forums, including through social media platforms.

At least 21 days' notice must be given for a Hui-a-Tau, and 14 days for a Special General Meeting.

5.4 Quorum

The required quorum for Hui-a-Tau and Special General Meetings is ten (10) Members, which is made up of at least two (2) Members from each of the Originating Families.

5.5 Location

Meetings are to occur at the Marae unless decided otherwise by the Trustees.

5.6 Voting

Voting shall be conducted in the first instance by consensus. However, if consensus is not possible decisions will be decided by a majority of votes of the Members in attendance.

6 Application of income and capital

6.1 Application of income

The Trustees may at any time after payment of or provision for all reasonable costs, charges, and expenses of the Trustees in respect of the establishment, management, and administration of the Reservation, pay or apply all or any of the income of the Reservation for the Purposes described at clause 3.2 (Reservation Purposes).

6.2 Trustees have absolute discretion

All powers and discretions that the Trustees have may be exercised by the Trustees in their absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as the Trustees think fit.

7 Annual reports, accounts, and audit

7.1 Audit

The Trustees must ensure, that if required by law (including if required contractually by an external party) the Financial Statements for each Financial Year are audited by a chartered accountant in public practice within six calendar months after the end of that Financial Year.

7.2 Appointment of auditor

Any auditor appointed in accordance with clause 7 (Audit) shall be appointed by the Trustees prior to the end of the Financial Year to which the audit relates and, where possible, the fee of the auditor shall also be fixed at that time. No Trustee or employee of the Reservation (including any firm of which such a person is a member or employee) may be appointed as the auditor. For the avoidance of doubt, the Reservation's accountant shall not be appointed as auditor.

7.3 Records and Accounts

The Trustees must

- a keep and maintain separate, accurate, and up to date records and accounts in relation to their administration of the reservation:
- b maintain a separate bank account in relation to the reservation and pay into such bank account all money received by the trustees in relation to the reservation:
- c ensure that such separate bank account is operated only by at least 2 signatories for the time being authorised by the trustees to operate the bank account.
- d if required by the court at any time, produce to the court for examination all records, books of account, and vouchers in the possession or control of the trustees, in relation to the reservation.

7.4 Reporting

The Reservation must, after the end of each Financial Year, prepare an annual report on the affairs of the Reservation during the period ending at the end of that Financial Year. The annual report shall include the Financial Statements, which include as a separate item details of any remuneration or fees paid to any Trustee or any Trustee's firm and details of any premiums paid in respect of trustee's indemnity insurance.

The annual report shall be filed with the Charities Commission annually to meet all charitable status and funding arrangements with funders and local authorities.

8 Investments – He pūtea penapena

In the exercise of the powers and discretions vested in the Trustees by law or by this Deed, the Trustees may acquire any property or retain or deal with any property which from time to time comprises the whole or part of the Trust Fund notwithstanding that any act or omission by the Trustees in

the exercise of those powers and discretions would be or could be contrary to the principles governing the investment of trust funds set out in the Trusts Act 2019. For the avoidance of doubt, section 30 of the Trusts Act 2019 is explicitly modified by this Deed pursuant to section 5(4) of that Act.

9 Liability of Trustees

A Trustee shall only be liable for losses attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows or should have known to be a breach of this Charter. In particular no Trustee shall be bound to take, or be liable for failing to take, any proceedings against a co-Trustee for any such breach or alleged breach.

The trustees are liable, both collectively and individually, for the Reservation property and the assets of the Reservation. However, any trustee whose vote is recorded as against a decision that eventuates in such a loss will not be liable.

10 Indemnity and insurance

10.1 Indemnity for Trustees

Any Trustee, officer or employee of the Reservation shall be indemnified against any liability which he or she incurs in defending any civil or criminal proceedings issued because of his or her actions in relation to the Reservation, where those proceedings do not arise out of any failure by the Trustee, officer or employee and he or she was acting in good faith in a manner that he or she believed to be in the best interests of the Trust with the object of fulfilling the purpose of the Trust.

10.2 Insurance and indemnity costs

Subject to clause 10.3 (Indemnity and insurance costs to be just and equitable), any Trustee, officer or employee of the Trust shall be entitled to have his or her insurance and indemnity costs in relation to his or her appointment and actions as a Trustee, officer or employee of the Trust (whichever applies) met out of the Trust Fund.

10.3 Indemnity and insurance costs to be just and equitable

All indemnities and insurance costs may only be paid or reimbursed to the extent that those costs are just and equitable. If a question arises as to the extent of indemnity and insurance costs the Trustees shall seek independent advice as to a just and equitable level of costs.

10.4 Record of decisions

All decisions made under this clause to give or approve indemnities or meet or approve any insurance costs shall be recorded in the minutes of the meeting at which such a decision was made together with the reasons why such indemnities or insurance costs were thought by them to be just and equitable.

11 Conflicts of interest

11.1 Definition of interested Trustee

A Trustee will be interested in a matter if the Trustee:

- a is a party to, or will derive a material financial benefit from, that matter;
- b has a material financial interest in another party to the matter;
- c is a director, trustee, board member, or officer of another party to, or person who will or may derive a material financial benefit from, the matter, not being a party that is wholly owned, or controlled, by the Reservation;
- d is the parent, child or spouse of another party to, or person who will derive a material financial benefit from, the matter; or
- e is otherwise directly or indirectly interested in the matter.

11.2 Exceptions

For the purposes of paragraph c above, a party will be controlled by the Reservation if the composition of the board of that party (whether a company, trust, or other entity) is controlled by the Reservation. However, no Trustee will be interested in a matter:

- a where the Trustee's interest is so remote or insignificant that it cannot reasonably be regarded as being likely to influence the Trustee in carrying out the Trustee's responsibilities under this Charter or the Charities Act 2005;
- b solely by virtue of the fact that he or she holds office as a Trustee or employer of the Trustees.

11.3 Disclosure of interest to other Trustees

A Trustee must forthwith after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Reservation, disclose to his or her co-Trustees at a meeting of the Trustees:

- a if the monetary value of the Trustee's interest is able to be quantified, the nature and monetary value of that interest; or
- b if the monetary value of that Trustee's interest cannot be quantified, the nature and extent of that interest.

11.4 Disclosure of interest of another Trustee

Where a Trustee is aware of an actual or potential conflict of interest of another Trustee then that person has a duty to draw the attention of the Reservation to the conflict of interest.

11.5 Recording of interest

The Reservation shall establish and maintain an interests register for the purpose of recording the details of interested Trustees. Immediately following his or her appointment, a Trustee must enter any interests he or she may have into the interests register. A Trustee must also enter into the interests register the details of any interest disclosed to other Trustees in accordance with clause 11.4 (Disclosure of interest to other Trustees).

11.6 Dealings with interested Trustees

An interested Trustee shall not take part in any deliberation or vote in respect of any matter in which that Trustee is interested, nor shall the Trustee be counted for the purposes of forming a quorum in any meeting to consider such a matter.

11.7 Continuing material conflict of interest

A Trustee who is regarded as having a continuing material conflict of interest that cannot be resolved to the satisfaction of a majority of the Trustees must resign as a Trustee, particularly where the continuing material conflict of interest prejudices the Trustee's ability to contribute fully to the deliberations and decisions of the Trustees.

11.8 No private pecuniary profit with exceptions

No private pecuniary profit may be made by any person from the Reservation, except that subject to obtaining the prior written approval of the Trustees:

- a any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Reservation;
- b the Reservation may pay reasonable remuneration to any Trustee, officer, or employee of the Reservation in return for services actually rendered to the Reservation (including the provision of services as Trustee);
- c any Trustee may be paid all usual professional, business, or trade charges for services rendered, time expended, and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee, or associate in connection with the affairs of the Reservation; and
- d any Trustee may retain any reimbursement, remuneration, or charges properly payable to that Trustee by any entity with which the Reservation may be in any way concerned or involved, and for which that Trustee has acted in any capacity whatsoever, notwithstanding that the Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Reservation, provided that:
 - i before any such reimbursement may be regarded as properly incurred, or any such remuneration may be regarded as reasonable or properly payable, or any such charges may be regarded as usual,

the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees;

- ii the Trustees must disclose in their annual report referred to in clause 7.4 (Reporting) next published after payment of that reimbursement, remuneration, or charge:
 - A the amount thereof received by each Trustee or any such firm or entity
 - B the nature of the reimbursement and the nature and extent of the services rendered or time expended; and
 - C the method of calculation of the reimbursement, remuneration, or charge.

11.9 Trustees to ensure interested persons do not influence determinations

Subject to clause 11.8 (No private pecuniary profit with exceptions), in the exercise of the powers conferred by this Charter each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- a a Trustee; or
- b any associated person (as defined in section YB 2 of the Income Tax Act 2007) of either a director, or any person referred to in clauses 11.3 (Disclosure of interested Trustee) to 11.9 (Trustees to ensure interested persons do not influence determinations);
- c does not, by virtue of that capacity in any way (whether directly or indirectly), determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause shall be void.

12 Dispute Resolution

12.1 Disputes

In the event that a dispute arises in relation to any aspect of the Reservation, including but not limited to disputes on matters of tikanga, reo, kawa, whakapapa, and kōrero, then that dispute shall be referred in the first instance to the Trustees.

12.2 Trustees to determine disputes

All disputes referred to the Trustees in accordance with clause 12.1 (**Disputes**) shall, if practicable, be submitted to the Trustees by notice in writing and the Reservation shall acknowledge receipt in writing within 10

Working Days of the date of receipt of the notice. The Trustees shall, as they see fit, undertake such steps as they consider necessary to resolve the dispute.

The Trustees, if they consider it appropriate, shall appoint one or more of their number to act as mediator(s) to attempt to facilitate, mediate and effect a settlement of such dispute.

13 Cancellation / Variation of the Reservation Order

A resolution to cancel or vary the Reservation Order requires:

- a four out of the five trustees to be in support of the resolution to cancel or vary; and
- b a special resolution of the Members at a Hui-a-Tau or Special General Meeting.

If a decision is made to wind up or dissolve the Marae Reservation, and any property remains after the settlement of the Trust's debts and liabilities, that property must be used to further a charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

14 Amendments to the Charter

A special resolution of the Members is required to amend, revoke, or add to the provisions of the Charter.

Notwithstanding the terms of this Charter, no amendment to this Charter shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2007 in respect of income derived by it.

Schedule 1 Proceedings of Trustees

1 Trustees to regulate meetings

The Trustees shall meet in person or by electronic means including by teleconference or phone, for the dispatch of business, and may adjourn and otherwise regulate their meetings as they think fit, provided they meet at least annually.

2 Notice of meeting

2.1 Notice to Trustees

Notice of every meeting shall be either:

- a given verbally;
- a hand-delivered in writing; or
- b sent by postal or electronic means;

to each Trustee at least fourteen (14) Working Days before the date of the meeting unless all Trustees agree otherwise. However, it shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from New Zealand unless that Trustee has provided details for where he or she may be contacted while overseas. No notice shall be required for adjourned meetings except to those Trustees who were not present when the meeting was adjourned.

2.2 Content of notice

Every notice of a meeting shall provide the place, date and time of the meeting, and the subject-matter of the meeting.

2.3 Waiver of notice

The requirement for notice of a meeting may be waived if all the Trustees who are at the time entitled to receive notice of a meeting give their written consent to such a waiver prior to or at the meeting.

3 Quorum

3.1 General quorum requirements

A quorum shall be constituted at meetings of the Trustees if four (4) out of five (5) of the current Trustees are present.

4 Location

4.1 Trustee meetings to occur at the Marae unless agreed otherwise between the Trustees.

- 4.2 Trustees are in the first instance to attend meetings kanohi-ki-te-kanohi. However, if kanohi-ki-te-kanohi is not possible, trustees may attend via technology such as video link or telephone.

5 Chairperson

5.1 Trustees to elect

At the first meeting of the Trustees the Trustees shall elect one of their number to be Chairperson.

5.2 Termination of office

The Chairperson shall hold office for a three (3) year term unless he or she resigns from that office, ceases to be a Trustee, or is removed from that office by the Trustees passing a resolution of no confidence in him or her. In the event that the Chairperson ceases to hold that office then a further election shall be held for such position.

6 Secretary

Trustees may appoint a secretary to manage the administration of the Trustees.

The Secretary is responsible for:

- a notifying Members of any Hui-a-Tau, or Special General Meeting;
- b recording the minutes of all meetings (including Hui-a-Tau, Special General Meetings and Trustee meetings);
- c holding the Marae Reservation records, documents, and books; and
- d receiving and replying to correspondence as required by the Trustees.

7 Proceedings at meetings

7.1 Decisions by consensus

Unless stated otherwise in this Charter, any question arising at any meeting of the Trustees shall, in the first instance, be attempted to be resolved by consensus. Should consensus not be possible questions will be decided by a majority of votes of Trustees at the meeting.

7.2 Use of proxies

Proxies cannot be used by the Trustees for Trustee meetings.

7.3 Chairperson

The Chairperson shall take the chair at all meetings of the Trustees. If the Chairperson is not present then the Deputy Chairperson, if there is one, shall take the chair. If there is no Deputy Chairperson or the Deputy

Chairperson is also not present, then the Trustees present shall elect one of their number to be Chairperson of the meeting.

7.4 Vacancies

The Trustees may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below three (3) Trustees, the continuing Trustee(s) may act only for the purpose of taking the steps necessary to procure the appointment of new Trustees to fill the vacancy or vacancies, and for no other purpose.

7.5 Defects in appointment

All acts done by any meeting of the Trustees or of any committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Trustee or person co-opted to any committee, or that they were disqualified, be valid as if every such person had been duly appointed and was qualified to act.

7.6 Standing agenda items

The following agenda items will be present at every Trustee meeting:

- a Karakia, Mihimihi, Waiata
- b Apologies
- c Previous minutes
- d Chairman report
- e Marae Committee Management report
- f Urupā report
- g Financial report
- h General business
- i Karakia whakamutunga and Waiata

8 Delegation by Trustees

8.1 Trustees may delegate

The Trustees may from time to time as they think expedient for carrying out of the purpose of the Trust delegate any one or more of their powers under this Charter to a sub-committee, Trustee, employee or other person. Any sub-committee established to exercise powers under this Charter may include at least one Trustee and must report regularly to the Trustees on the operations and decisions of the sub-committee.

8.2 Trustees to remain responsible

Notwithstanding the delegation by the Trustees of any of their powers under clause 8.1 (Trustees may delegate) of this Schedule, the Trustees shall

remain responsible for the exercise of that power by the delegate as if the Trustees had exercised the power themselves, unless the Trustees:

- a believed on reasonable grounds when making the delegation that the delegate would exercise the power in accordance with the provisions of this Charter and the duties owed by the Trustees in the exercise of their office under this Charter; and
- b have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.

8.3 Regulation of procedure by sub-committees

Subject to the provisions of this Charter, any sub-committee established by the Trustees may:

- a with the prior approval of the Trustees, co-opt any person to be a member of that sub-committee; and
- b otherwise regulate its meetings as it sees fit.

8.4 Trustees may appoint a Marae Committee

The Trustees may appoint a Marae Committee to oversee and manage the day-to-day operation and management of the Marae Reservation on terms and delegations considered appropriate by the Trustees.

9 Written resolutions in lieu of meeting

A written resolution signed by all the Trustees or by all the members of a sub-committee shall be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees or of that sub-committee (as the case may be). Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees or members of the sub-committee (as the case may be).

10 Minutes

10.1 Minutes to be kept

The Trustees shall keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.

10.2 Minutes to be evidence of proceedings

Any minute of the proceedings at a meeting which is purported to be signed by the Chairperson of that meeting shall be evidence of those proceedings.

10.3 Minutes to be evidence of proper conduct

Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary

is proved, the meeting shall be deemed to have been properly convened and its proceedings to have been properly conducted.

11 Form of contracts

11.1 Contracts

Any other contract shall, if made by the Reservation, be in writing signed under the name of the Reservation by a person acting with the express or implied authority of the Trustees.

11.2 Contracts pursuant to resolution

Notwithstanding anything to the contrary in this clause 11 (Form of contracts) of this Schedule, no contract made by or on behalf of the Reservation shall be invalid by reason only that it is not made in the manner provided by this clause if it was made pursuant to a resolution of the Trustees.

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