

# **KORONGATA MARAE CHARTER**

## **1 Name and location**

- 1.1 The name of the marae is Korongata Marae (“the Marae”).
- 1.2 The Marae is located at 9 Maraekakaho Road, Hastings 4175.
- 1.3 The land on which the marae sits is a Māori Reservation.
- 1.4 The legal description is Korongata Te Awa O Te Atua Aggregation land block (CFR HBA2/1367), which incorporates the former land blocks known as:

Korongata 1A  
Korongata 1B  
Korongata 1C  
Korongata 2A  
Korongata 2B1  
Korongata 2B2  
Korongata 2B3  
Korongata 2B4  
Te Awa O Te Atua No7A  
Te Awa O Te Atua 7B2C.

## **2 Purpose**

- 2.1 This charter is made under the Māori Reservation Regulations 1994 and sets out the objectives and purpose of the Marae and the role of the marae trustees in managing and running the Marae.
- 2.2 The purpose of the Marae is to:
  - 2.2.1 Provide suitable physical structures for beneficiaries to meet for hui, tangihanga, karakia, or for any other purpose that enables them to express themselves as whānau or Ngāti Poporo hapū, and to host manuhiri.
  - 2.2.2 Uphold whakapapa and korero pertaining to the Marae and its beneficiaries.
  - 2.2.3 Support hui and wānanga to advance the cultural, spiritual, physical, educational, and recreational wellbeing of the beneficiaries.
  - 2.2.4 Tautoko beneficiaries and their whānau in times of need.

### 3 Trustees

- 3.1 There shall be a maximum of ten (10) trustees and a minimum of eight (8) trustees.
- 3.2 All trustees must be beneficiaries.
- 3.3 Once elected, the trustees will appoint from amongst themselves a chairperson and deputy chairperson.
- 3.4 Once elected, the trustees will appoint a secretary and treasurer. The secretary and treasurer can be the same person and do not need to be a trustee but must be a beneficiary.

#### *Objectives of the trustees*

- 3.5 The principal objectives of the trustees are to:
  - 3.5.1 Accept and undertake trusteeship and kaitiakitanga for the Marae lands, buildings, taonga, and any other assets for the common use and benefit of the beneficiaries of nga uri o Ngāti Poporo hapū.
  - 3.5.2 Ensure the Marae protocol, kawa, and tikanga is upheld and observed at all times.
  - 3.5.3 Maintain and administer the Marae to assist, advance, and promote the needs and well-being of Ngāti Poporo hapū including cultural, spiritual, educational, and recreational.
  - 3.5.4 To invest and use the funds of the Marae as follows:
    - 3.5.4.1 To maintain any real or personal property of the Marae for improved facilities.
    - 3.5.4.2 To acquire by purchase, hire, lease, or otherwise, any further real or personal property or business of whatever kind provided that it is for the benefit of the Marae.
    - 3.5.4.3 To assist any charity or charitable purpose for enhancement of the Marae.
    - 3.5.4.4 To engage in, prosecute, defend, and otherwise take legal action or proceedings on behalf of the Marae and for that purpose to expend such monies to employ legal counsel and other advisors as may be necessary.

- 3.5.4.5 To apply, join, and affiliate with any person or other organisation for the benefit of the Marae providing this affiliation is endorsed at an Annual General Meeting (“AGM”) or Special General Meeting (“SGM”) of beneficiaries.

*Term of office*

- 3.6 All trustees will serve for a term of three (3) years.
- 3.7 At the expiry of each term or office an election shall be held. Trustees shall be eligible to seek re-election.
- 3.8 Should the number of trustees fall below the minimum required number at any time between scheduled elections, a SGM shall be convened for the purpose of re-constituting the required number of trustees.

*Persons who are eligible (beneficiaries)*

- 3.9 To be eligible to stand as a trustee the person must have a beneficial interest (whakapapa) to one of the specified ten (10) land blocks. The details below represent the best information currently regarding the land blocks:

Korongata 1A: Mereana Maurea  
Mare Te Oti  
Paora Nonoi

Korongata 1B: Anaru Puriri  
Hone Puriri  
Rawiri Kamau  
Karaitiana Kamau  
Kingi Kamau  
Nikera Kamau  
Eparaima Kamau  
Iwa Kamau  
Mare Kamau

Koronata 1C: Wairukuruku Tata Maere

Korongata 2A:	Rangi Parahi Reupena Parahi Mereana Parahi
Korongata 2B1:	Hera Te Rori or Hapi
Korongata 2B2:	Heretipine Tini Honetere Paerata
Korongata 2B3:	Hone Puriri succeeded to Nikora Te Kere Pihikete Takarei
Korongata 2B4:	Hariata Takarei Morehu Takarei Pihikete Takarei Mereana Takarei
Te Awa O Te Atua 7B2C:	Rahui Rangihau Nukunoa Rangi Hapi Peeti Onekawa Hinekoia Kawana Bella Eriatara Waireti Gray Mahiarangi Onekawa Paul Onekawa
Te Awa O Te Atua No7A:	Rangi Parahi Reuben Parahi Mereana Parahi

*Persons who are not allowed*

3.10 Notwithstanding clause 3.9, the following persons are not entitled to act as trustees:

3.10.1 Persons under 18 years of age.

- 3.10.2 Undischarged bankrupts.
- 3.10.3 Persons subject to a Compulsory Treatment Order under part 11 of the Mental Health Act 1992.
- 3.10.4 Persons convicted of an offence punishable by imprisonment for a term of 6 months and whose sentence has not yet been served.
- 3.10.5 Persons disqualified as a director of a company registered under the Companies Act 1993 or its predecessor.
- 3.10.6 Persons who have in the past been removed as a trustee of a trust by order of a Court.

#### *Nominations*

- 3.11 Nominations must be in writing and signed by the proposer, seconder, and nominee.
- 3.12 The proposer, seconder, and nominee must have a beneficial interest (whakapapa) to the land block relevant to the nomination.
- 3.13 Notwithstanding clause 3.12, where there is no nomination received for a particular land block, all other beneficiaries that are present at the AGM or SGM will be invited to submit nominations. In such a case, the nomination will be deemed valid providing that at least either the proposer or seconder has a beneficial interest (whakapapa) to the relevant land block.
- 3.14 In the rare event that even clause 3.13 cannot be satisfied, all other beneficiaries that are present at the AGM or SGM will be invited to submit nominations to represent the particular land block under consideration. In this final instance, the nomination will be deemed valid providing that the proposer, seconder, and nominee have a beneficial interest (whakapapa) in one of the land blocks under clause 3.9, even though they may not have a beneficial interest in the particular land block under consideration.
- 3.15 Non-attendance at the AGM or SGM by any of the parties to the nomination shall render the nomination null and void.
- 3.16 Nominations must be received by the secretary and before the voting commences, or in the case of deemed nominations under clauses 3.13 and 3.14, when requested during the AGM or SGM.
- 3.17 The secretary must acknowledge (in writing or verbally) all eligible nominations before the voting takes place.
- 3.18 Before the voting takes place, candidates must briefly address those present about why they would be a suitable trustee.

### *Voting*

- 3.19 Elections for trustees shall be held at the Marae.
- 3.20 If more than one eligible nomination is received for a land block, beneficiaries with a beneficial interest (whakapapa) in that particular land block will vote.
- 3.21 Voting will be by a show of hands of those physically attending the meeting.
- 3.22 There will be no proxy voting.
- 3.23 The secretary will be responsible for counting votes and confirming the result at the meeting. If the secretary is absent from the AGM or SGM, a scrutineer will be elected by beneficiaries physically present by simple majority and will be responsible for counting votes and confirming the final result at the meeting.
- 3.24 Any disputes regarding eligibility to vote or a candidate's nomination, or both, will be resolved by the outgoing trustees.

### *Notice*

- 3.25 Notice of an AGM or SGM will be a minimum of 21 calendar days.
- 3.26 The notice will state the date, place, and time when the AGM or SGM will occur, and will briefly state the agenda and reason for holding the meeting.
- 3.27 The notice will be posted on the Marae website, or Facebook Page, or any other relevant portals, including in newspapers or announced over radio.

### *Quorum*

- 3.28 At meetings of trustees, a quorum shall consist of at least six (6) trustees. If there is no quorum, the trustees may meet, but no decisions are effective until ratified by a majority of trustees at their next meeting.
- 3.29 At an AGM or SGM, six (6) trustees and ten (10) beneficiaries must be present to have a quorum. If there is no quorum, the meeting may not proceed.

### *Māori Land Court*

- 3.30 The trustees must advise the Māori Land Court of the names of the trustees elected at any AGM or SGM.
- 3.31 The election of trustees is subject to confirmation by the Māori Land Court.

## 4 Trustees' duties

- 4.1 Trustees shall pursue and carry out all of the principal objectives independently of any other objectives and none of the powers or authorities conferred upon the trustees shall be deemed subsidiary or ancillary to any other power or authority.
- 4.2 The trustees must do their best to:
  - 4.2.1 Be kaitiaki of the Marae lands, buildings, facilities, taonga, and any other assets belonging to the Marae.
  - 4.2.2 Maintain and conserve all buildings, facilities and taonga belonging to the Marae.
  - 4.2.3 Construct, develop, prepare, or renovate any land, buildings or works to advance the objectives of the Charter.
  - 4.2.4 Apply the assets, interest, or income of the Marae towards the objectives and purposes of the Charter as the trustees may in their absolute discretion think fit.
  - 4.2.5 Acquire any new assets or re-establish kaitiaki and ownership over previously lost land and taonga.
  - 4.2.6 Enter into contracts and other legal arrangements of all kinds including contracts of employment or service with any person or legal entity and to pay remuneration for services rendered as the trustees may think fit.
  - 4.2.7 Purchase or take as a gift chattels of any kind and hold the same for and on behalf of the Marae.
  - 4.2.8 Dispose of any assets (or part of the same) owned by the Mare by way of sale, gift, or otherwise, provided that no land within the Māori Reservation of the Marae be disposed of, sold or encumbered by any financial instrument such as a mortgage or loan.
  - 4.2.9 Enter into any arrangement with any local or central Government, other public body, in pursuit of the objectives of the Charter.
  - 4.2.10 Invest, subject to the terms of any trust or grant or endowment, any monies held by or on behalf of the Marae in any securities to yield interest in such manner as the trustees may approve and or secure.
  - 4.2.11 Make regulations for the use of any part of the Marae property, chattels and taonga, and to fix the costs or charges for such use.

- 4.2.12 Make charges for admission to the Marae or other property for exhibitions and displays, lectures, films, and other educational services as the trustees may deem reasonable.
- 4.2.13 Seek, accept, and receive donations, subsidies, grants, endowments, gifts, legacies, bequests, and funding either in money or in kind or partly in kind for all or any of the purposes and objectives of the Charter. To carry out any specified trust attaching or relating to the same to the intent that donations, subsidies, grants, endowments, gifts, legacies, bequests and funding made to the Marae may be made for purposes within the general objectives of the Charter.
- 4.2.14 Engage in any business or transaction capable of being conducted so as to directly or indirectly benefit the Marae and the beneficiaries.
- 4.3 Trustees must attend regular trustees' meetings and any AGM or SGM.
- 4.4 If a trustee cannot attend a meeting, they must give an apology to the chairperson or secretary prior to the meeting.

*Deemed trustee resignation*

- 4.5 A trustee will be deemed to have resigned if during their term they:
  - 4.5.1 Resign office by giving two (2) months written notice of their intention to do so at a trustees' meeting where a quorum is present.
  - 4.5.2 Die.
  - 4.5.3 Are certified as being of unsound mind so as to render them incapable of performing their duties and responsibilities.
  - 4.5.4 Become bankrupt.
  - 4.5.5 Are convicted of an offence punishable by imprisonment for a term of 6 months' time.
  - 4.5.6 Are disqualified as a director of a company registered under the Companies Act 1993.
  - 4.5.7 Miss three (3) consecutive trustees' meetings without giving an apology; or
  - 4.5.8 Miss four (4) consecutive trustees' meetings whether or not they have given an apology.
  - 4.5.9 By a vote of eight (8) trustees at a trustees' meeting, providing that such a vote shall not reduce the remaining trustees to a number fewer than eight (8).
- 4.6 Where a trustee is deemed to have resigned, the chairperson will inform the trustee in writing that they are no longer a trustee.



#### *Finances and records*

- 4.7 The trustees will receive and apply monies due and ensure that accounts are properly kept so that there is at all times a good record of the finances of the Marae.
- 4.8 The accounts are to be audited annually by a suitably qualified person.
- 4.9 The audited accounts will be presented to beneficiaries at an annual AGM or SGM and will:
  - 4.9.1 Outline the position of the Marae, including the matters undertaken by the trustees since the last audit.
  - 4.9.2 Report generally on the trustees' proposals for the administration of the Marae during the next twelve (12) months' time.
  - 4.9.3 Give the beneficiaries in attendance a reasonable opportunity to express their views in relation to the Marae finances.
- 4.10 The accounts must be available for trustees to inspect at every trustees' meeting.
- 4.11 The trustees will maintain and secure all records and assets of value.
- 4.12 All proceedings of trustees shall be recorded in the form of minutes, signed, and dated by the chairperson.

#### *Payments to trustees*

- 4.13 No part of the income, property or assets of the Marae shall be paid or transferred directly or indirectly by way of profit to any trustee. This does not preclude any payment to a trustee for services rendered, costs relating to trustee business, goods supplied, interest on monies borrowed from, or by way of rent for premises let or leased to the Marae by any trustee.
- 4.14 No trustee or other person responsible for the administration of the Marae shall in any way (whether directly or indirectly) determine, or materially influence in any way, the determination of the amount of any benefit, advantage, income afforded to, received, gained, achieved, or derived for him or herself.

#### *Liability and indemnity of trustees*

- 4.15 No trustee shall be liable for any loss, unless attributable to the trustee's own dishonesty, or the wilful commission or omission by the trustee of any act known by that trustee to be a breach of trust.

4.16 Each trustee shall be entitled to full and complete indemnity 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, provided such liability is not attributable to that 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.

## 5 Meetings

### *Trustees' meetings*

- 5.1 The first trustees' meeting must be held within sixty (60) days of the date of election.
- 5.2 Trustees shall meet regularly at mutually agreed times and places (including electronically) but will hold a minimum of eight (8) trustees' meetings per year.
- 5.3 A trustees' meeting may be requested at any time by either the chairperson or two (2) other trustees. For the trustees' meeting to be scheduled, the request must be received by the secretary or chairperson in writing, including electronically. Once the request is received a general trustees' meeting shall be scheduled as soon as possible but after notice is given to all trustees of at least fourteen (14) calendar days.
- 5.4 Notwithstanding clause 5.3, where the request for a trustees' meeting is due to an emergency matter, the notice requirement may be dispensed with at the sole discretion of the chairperson. However, the chairperson or secretary must use their best efforts to notify all trustees prior to the scheduled trustees' meeting.
- 5.5 All trustees' meetings, including an emergency trustees' meeting, shall be regulated by the trustees as they think fit, providing that they shall not make a decision or do anything that is contrary to any other clause in this Charter.
- 5.6 Only the trustees can vote at trustees' meetings. Voting shall be by a show of hands and the declaration of the chair that any resolution has been carried shall be deemed conclusive evidence of that fact, unless a poll is demanded by another trustee immediately following such declaration.
- 5.7 In the case of the equality of votes the chairperson shall have a second or casting vote.
- 5.8 All beneficiaries shall be entitled to attend any trustees' meeting, provided that their presence does not detract from the purpose of the meeting. However, it is not a requirement for beneficiaries to receive notice of any trustees' meeting.

### *Annual General Meeting*

- 5.9 An AGM will be held within four (4) months of the end of the financial year (31 March).
- 5.10 At the AGM:
  - 5.10.1 The trustees will present to the beneficiaries an account and balance sheet prepared by a suitable qualified person.
  - 5.10.2 The chairperson will present a report outlining the events, achievements, and other issues of the past twelve (12) months.
  - 5.10.3 The beneficiaries will have the opportunity to discuss relevant business and comment on the objectives for the coming year.
- 5.11 Questions arising or decisions made at any AGM shall be decided by a majority of votes of beneficiaries physically present at the meeting. In the case of the equality of votes the chairperson shall have a second or casting vote.
- 5.12 All beneficiaries shall be entitled to attend, speak and vote.
- 5.13 Persons who are not beneficiaries attend an AGM at the pleasure of the trustees, can only speak if approved by the chairperson, but cannot vote on any matter.

### *Special General Meeting*

- 5.14 The trustees may in their discretion call a SGM to consider specific matters of importance and except as otherwise stipulated shall regulate their own procedure.
- 5.15 The trustees must convene a SGM upon the receipt of a written request signed by a minimum of ten (10) beneficiaries and received by the chairperson or secretary. The trustees must hold the SGM as soon as practicable and in compliance with this Charter.
- 5.16 Questions arising or decisions made at any SGM shall be decided by a majority of votes of beneficiaries physically present at the meeting. In the case of the equality of votes the chairperson shall have a second or casting vote.
- 5.17 All beneficiaries shall be entitled to attend, speak and vote.
- 5.18 Persons who are not beneficiaries attend a SGM at the pleasure of the trustees, can only speak if approved by the chairperson, but cannot vote on any matter.

## **6 Delegations of authority**

- 6.1 A chairperson who cannot attend a meeting may delegate the role to another trustee.

- 6.2 The trustees may seek the advice of a lawyer, accountant, financial advisor, or other suitably qualified person, regarding any issue (within the individual advisor's expertise) that may affect the Marae.
- 6.3 The trustees may co-opt any beneficiary to assist them with any aspect of business affecting the Marae, but co-opted members are not trustees and cannot vote where a trustee vote is held. Where a beneficiary is so co-opted, the trustees may, at the discretion of the trustees, be compensated.

#### *Subcommittees*

- 6.4 The trustees may appoint subcommittees to oversee any aspect of Marae business.
- 6.5 At the time of appointing a subcommittee, the trustees shall set out in writing the terms of reference.
- 6.6 At least one trustee shall sit on any subcommittee.

#### *Representation*

- 6.7 The trustees may appoint a representative amongst themselves and as approved by themselves at a trustees' meeting for whatever purpose.
- 6.8 The trustees may appoint a beneficiary as a representative as approved by themselves at a trustees' meeting for whatever purpose.
- 6.9 At the time of appointing a representative, the trustees shall set out in writing the terms of reference including any delegated power and term of appointment. The appointment will be regulated by the trustees as they think fit.

## **7 Dispute resolution**

- 7.1 Disputes or disagreements may arise from time to time, including conflicts of interest, allegations about trustee misconduct, the performance of a trustee, the practice of tikanga or kawa at the Marae, or the interpretation of this Charter. If a matter is raised verbally at any AGM, SGM or other hui, the chairperson will respond, which could include deferring the matter to the trustees at their next meeting.
- 7.2 All other matters may be raised verbally at any time with the chairperson or deputy chairperson to see if, in the first instance, the matter can be resolved to the satisfaction of the beneficiary.
- 7.3 The beneficiary, if dissatisfied with the verbal response or if not wanting to raise the matter verbally, may choose to formally outline the matter in writing to the chairperson

or secretary. When the letter is received, the chairperson or secretary shall acknowledge receipt within ten (10) days and the letter shall be referred to the trustees at their next meeting.

- 7.4 In the first instance, the chairperson or deputy chairperson shall convene appropriate meetings as soon as possible after the trustees have discussed the letter. The trustees may, at their discretion, involve kaumatua/kuia, or any other beneficiary, in these meetings.
- 7.5 If the chairperson's or deputy chairperson's meetings do not achieve resolution, the matter must be referred back to the trustees at their next meeting. At this trustees' meeting the chairperson or deputy chairperson shall give a report on the matter. The trustees must then appoint two of their number and an additional person from among the beneficiaries to investigate the matter further. When they have further investigated, these three may recommend a possible option for resolution or that the trustees engage a professional mediator or other suitably qualified person to help resolve the dispute.

## **8 The Korongata Marae Charter**

- 8.1 The Charter may only be amended at an AGM or SGM.
- 8.2 Notwithstanding any other provisions in this Charter, notice to amend, alter, or rescind the Charter must be received by the chairperson not less than one month prior to the date of the AGM or SGM. Notice should clearly outline the proposed change(s), the reason for the change(s), and be signed, witnessed, and dated.
- 8.3 To amend the Charter, a 75% majority vote of the trustees and beneficiaries present is required.
- 8.4 The chairperson will ensure that, every five (5) years, a review of the Charter will be included in the agenda for the AGM.
- 8.5 A copy of the Charter will be available for beneficiaries to consult on the Marae website or a copy can be requested from the chairperson or secretary.

This Charter was brought into effect at an AGM of Korongata Marae held on [DATE] upon a 75% majority vote of the trustees and beneficiaries in attendance.

The trustees confirm the vote in favour of adopting this Korongata Marae Charter:

(1) Trustee's full name:

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Signature: ..... Date: .....

(2) Trustee's full name:

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Signature: ..... Date: .....

(3) Trustee's full name:

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Signature: ..... Date: .....

(4) Trustee's full name:

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Signature: ..... Date: .....

(5) Trustee's full name:

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Signature: ..... Date: .....

(6) Trustee's full name:

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Signature: ..... Date: .....

(8) Trustee's full name:

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Signature: ..... Date: .....

(9) Trustee's full name:

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Signature: ..... Date: .....

(10) Trustee's full name:

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Signature: ..... Date: .....

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