

Charter of
Te Haroto Marae

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Te Haroto Marae Charter

Ko Titiokura te maunga

Ko Mohaka te awa

Ko Ngati Hineuru te iwi

Ko Matatua te waka

Ko Te Haroto te marae

1 Introduction

- 1.1 Kia pupuri i nga taonga tuku iho a o tatou tipuna mo nga uri whakatupuranga
- 1.2 Hold fast to the treasures handed down by our tipuna for the benefit of future generations

2 History and Background

- 2.1 The name of the marae is Te Haroto. The Wharepuni is Te Rongopai. The Wharekai is Piriwiritua. The iwi is Ngati Hineuru.
- 2.2 Te Rongopai was named and blessed by Te Kooti Rikirangi in January 1872. Piriwiritua (the first) was dedicated and named on 25 June 1930 by Tahupotiki Wiremu Ratana, after his son. Original wharekai was demolished early 1980's. Piriwiritua (the second 2nd) was dedicated by the Tumuaki o Te Haahi Ratana Te Reo Hura; paramount chief of Tuwharetoa Sir Hepi Hoani Te Heuheu; Senior Apotoro Rehita - Te Otane Joseph Reti, on Saturday 24 November 1990.
- 2.3 29 June 1972: A hearing was held in the Maori Land Court, Hastings. The application was to appoint trustees and set the land apart as a Maori Reservation including urupa. Minutes record, John Hoani Wall as the spokesperson for the whanau present in court. Quote from the minutes: "...Subject to the gazetting being completed, there will be an order to follow appointing (1) John Albert Raihania (2) John Hoani Wall (3) Pataka Bush, Jnr (4) Phillip Sullivan (5) Charlie Utiera (6) Hine Campbell (7) Reti Ihaia (8) Rangiweti Waamu. In place of the 5 trustees appointed by order of this court on 17 August 1923 all of whom are deceased..."
- 2.4 22 November 2002 – Minute Book 169 NA 192. Order appointing Te Horowai Davies, Tirohia Bridger, Ivy Smith appointed as replacing deceased trustees, namely Charlie Utiera, Gary Crawford, John Albert Raihania, John Hoani Wall, Rangiweti Waamu and Reti Ihaia.

3 The Whenua

- 3.1 The land known as Te Haroto 2B1A was included in the existing Maori Reservation for the purpose of a marae and meeting house for the common use and benefit for the members of the iwi of Hineuru. The notice published in the "NZ Gazette, No. 13 page 268 of the 28th day of January 1988" refers to the beneficiaries being of the "sub tribe of Ngati Hine Uru".
- 3.2 Hineuru is now recognised as an iwi.
- 3.3 The Reservation is now more commonly known as Te Haroto Marae.

4 Legal Description

- 4.1 The Marae is located at Te Haroto, Napier Taupo Highway. The Certificate of the Title Identifier 472386 lists the area the Marae is located on as Te Haroto No 2B No 1A (Meeting House) Block with an area of 2.0234 hectares. There is a second block with Certificate of Title Identifier 497445 named section 3 Survey Office Plan 10206 with an area of 2.1817 hectares also vested in the Trustees.

5 Beneficiaries of the Trust:

- 5.1 Te Haroto Marae is registered as a Trust, together with the administrative committee who are the Trustees of the marae.
- 5.2 Beneficiaries of the Trust are individuals, whanau and hapū who descend from Hineuru.

6. Interpretation

6.1 Definitions: In this Charter, unless the context otherwise requires:

'Act' means Te Ture Whenua Maori Act 1993.

'Adult Member' means a member who is 18 years of age or over.

'Annual General Meeting' means a meeting held in accordance with clause 12.1.

'Chairperson' means the Chairperson of the Committee appointed in accordance with clause 5.1a.

'Code of Conduct' means the Code of Conduct as detailed in Schedule 3 (Trustees' Code of Conduct).

'Day' means every calendar day of the year.

'Deputy-Chairperson' means any person appointed as the deputy chairperson of the Committee in accordance with Rule 5.3 (Deputy Chairperson, Schedule 2 - Proceedings of Trustees).

'General Meeting' means an annual general meeting or a special general meeting convened and conducted in accordance with Rule 12.

‘Member’ and ‘Beneficiary’ means any person who is a descendant of Hineuru.

‘Postal Ballot’ means ballot conducted by means of post and includes an online or electronic ballot conducted for the same purpose.

‘Charter’ means this Charter and includes any amendments made to this Charter in accordance with clause 17.

‘Secretary’ means any person appointed as the Secretary under Rule 6.1.

‘Treasurer’ means any person appointed as the Treasurer under Rule 6.1 (Appointments).

‘Trust’ means the Trust established by way of the order establishing a Maori Reservation for Te Haroto Marae and the urupa as outlined in the History and Background sections.

5.3 **General Construction:** In interpreting these Rules, the following rules must be applied unless the context otherwise requires.

- a Headings are for reference only and are not an aid in interpretation;
- b 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;
- c References to documents will be construed as references to those documents as they may be amended from time to time;
- d References to a rule or schedule is to the relevant provision or schedule of these Rules;
- e All periods of time include the day on which the period commences and also the day on which the period ends; and
- f Words importing the plural include the singular and vice versa and words importing gender import all genders.

6 Purposes

6.1 The purpose of the Trust is to:

- a Administer, preserve, maintain and develop the land and structures of Te Haroto Marae to:
 - i enable the Iwi to meet for tangihanga, karakia, celebrations, hui a-whānau, hui-a-hapū, hui ā-iwi and other hui and to practise the tikanga and kawa of the Iwi;
 - ii manaaki manuhiri
 - iii provide a physical base to advance the administrative, cultural, economic, educational, vocational training, health-based, recreational, spiritual needs and general advancement of the Iwi

- b Administer, maintain and develop current urupā and future sites obtained for the purposes of an urupā for the benefit of the lwi
- c Uphold the tikanga and kawa of the marae and hapū and to ensure that all activities on the marae and urupā are carried out in accordance with such kawa and tikanga

6.2 **General:** To carry on any other objects which seem to the Trustees capable of being carried on in connection with the above objects or which may directly or indirectly achieve those objects.

7 Duties of the Board of Trustees

7.1 Duties

- a The Trustees will be responsible for furthering the objects and purposes of the Trust and for declaring general policy relating to the implementation of the objects and purposes of the Trust.
- b The Trustees, as officers occupying positions of trust, must at all times:
 - i act in accordance with this Deed and relevant law;
 - ii act in the best interests of the Trust with fidelity and good faith;
 - iii act in accordance with any directions and policies adopted by the Trust;
 - iv act with professionalism, integrity and high ethical standards;
 - v make and be seen to make decisions that are based on fair process;
 - vi respect the confidentiality of information disclosed to them as a Trustee;
 - vii act in and serve the interests of the Trust as a whole over their own or whānau interests;
 - viii not act in a manner that brings, or is likely to bring Hineuru, or the Trust into disrepute.
 - ix Not allow a conflict of interest to arise between their duties as a Trustee and their personal or other interests and where they might have an interest in any matter, ensure the process under Schedule 2 clause 3 (Conflict of Interest) is strictly adhered to; and
 - x exercise their powers for the best interests of the Trust and ensure that they act consistently at all times with the purposes of the Trust.
- c Nothing in this clause 8 (Duties of the Board of Trustees) prevents the sharing of information or acting in the interests of the Beneficiaries.

8 The Trustees

- 8.1 **Powers:** The Trustees shall have the power to exercise all of the powers of the Trust described in Schedule 1.
- 8.2 **Proceedings of Trustees:** Except as otherwise provided in this Deed, the proceedings and other affairs of the Trustees shall be conducted in accordance with Schedule 2 (Proceedings of Trustees).
- 8.3 **Code of Conduct:** Each Trustee shall abide by the Trust's Code of Conduct as detailed in Schedule 3, Trustees' Code of Conduct, which shall guide the behaviour of Trustees so as to avoid bringing the Trust into disrepute. The Trustees may from time to time modify the Code of Conduct.

Any breach of the Code of Conduct will be resolved in accordance with the dispute resolution process in Rule 16 (Dispute Resolution Process).

9 Election of Trustees

- 9.1 **Number of Trustees:** There shall be between five (5) and seven (7) Trustees in total.
- 9.2 **Eligibility:** Any adult member of the lwi may be elected as a Trustee in accordance with this Charter.
- 9.3 **Term of Office:** Each Trustee shall be elected for a term of three years from the date of their election. After the initial term of office, two Trustees shall retire via rotation each year. Trustees shall be eligible for re-election.

To avoid doubt, the date of election is the date of the General Meeting where the election took place.

- 9.4 **Calling for Nominations:** The Trustees, or the Returning Officer, acting on their behalf, shall give notice calling for nominations for Trustees at least 21 days prior to the date of the vote for the election of Trustees. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the Trust or such other person as the notice directs.
- 9.5 **Timing for Nominations:** All nominations must be lodged with the Secretary no later than 21 days following the date upon which the notice calling for nominations is first given.
- 9.6 **Nominations to be in Writing:** The nomination of a candidate for election as a Trustee shall be in writing on the form approved by the Trustees from time to time and signed by two adult members.
- 9.7 **Consent of Nominee:** The consent of each candidate to his or her nomination, and their agreement to be bound by the Code of Conduct should they be elected, shall be endorsed on the nomination form. A candidate may at any time, by notice to the Committee, withdraw his or her nomination.

Void Nominations: Nominations shall be void if they are not received in the prescribed manner as set out in Rule 10.6 (Nominations to be in Writing) or if they are received by the Secretary after the closing date.

9.8 **Mode of voting at Elections,** Voting at elections shall be by way of postal ballot.

9.9 **Returning Officer:** For each election, the Trustees shall appoint a Returning Officer who shall:

- a Supervise the conduct of the election;
- b Make the necessary arrangements for the carrying out of a ballot at a General Meeting or by post;

Count the votes and declare the results of the election.

Candidates for office and employees of the Trust shall not be eligible to act as a Returning Officer.

9.10 Candidates with most votes Elected: Each member may vote for up to two candidates. The successful candidates shall be the two candidates who receive the most validly cast votes from the Adult Members of the Iwi and shall be appointed as Trustees.

9.11 **No elections in certain Circumstances:** In the event that the number of nominees for the position of Trustees is no more than two, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

9.12 Preservation of Ballot Papers: All ballot papers, lists, envelopes and other documents used in connection with an election shall be preserved and retained by the Secretary for a period of one year from the date of the ballot.

10 Removal of Trustees

10.1 **Termination of Trusteeship:** Trusteeship shall cease if a Trustee:

- a Resigns as a Trustee by giving written notice to the Trust;
- b Commits an act of bankruptcy or is an undischarged bankrupt;
- c Is dismissed in accordance with Rule 11.2 (Dismissal);
- d Is or has 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; or
- e In the opinion of the remainder of the Trustees, is incapable of carrying out the duties of the Trustees by reason of a mental or bodily disability; or
- f Dies.

- 10.2 **Dismissal:** The Trustees may meet to consider any Trustee and may by a 75% majority vote of the other Trustees present, ~~in person~~ dismiss any such Trustee where, in its absolute discretion, it is satisfied that the Trustee being dismissed:
- a Has within a year prior to election, or has subsequent to election, been convicted of a criminal offence;
 - b Commits any act or omission which brings the name of the Marae into disrepute; or
 - c Displays conduct or does any act or omission which has the effect of hindering or defeating the proper process of the business of the Trust or the general promotion of the purposes herein, and this may include a breach of the Code of Conduct; or
 - d Has been absent from three consecutive Trustee meetings
- 10.3 **No Reappointment:** Any Trustee dismissed pursuant to Rule 11.2 (Dismissal) shall not be eligible for reappointment as a Trustee.
- 10.4 **Removal to be Notified:** The dismissal shall be reported to the members at the next Annual General Meeting following such dismissal.

11 General Meetings

- 11.1 **Requirement to hold Annual General Meeting:** The Trustees shall, no later than 15 months after the date of the last Annual General Meeting, hold a General Meeting of the Trust, to be called its Annual General Meeting and shall at that meeting:
- a Present the Annual Report of the Trustees and, of any other duly constituted sub-committee;
 - b Present the Audited Financial Statements certified by the Trustees as true and correct;
 - c On a yearly basis, elect two Trustees: after their initial term of three years. Other business to be conducted at the Annual General Meeting shall include:
 - i any other notified business;
 - ii any resolution, notice of which shall have been given in writing to the Secretary at least 21 days before the date of the meeting;
 - iii any general business as notified, 21 days prior to the AGM
- 11.2 **Notice of Annual General Meeting:** The Trustees shall give not less than 21 days' notice of the holding of the Annual General Meeting, such notice to be advertised in the local paper.

Notice of the meeting shall contain:

- a The date, time and venue of the Annual General Meeting;
- b An agenda; and

- c Details of where copies of any information to be laid before the meeting, including full resolutions to be put, may be inspected or obtained.

11.3 **Notice of Special General Meetings:** In addition to the Annual General Meeting, the Trustees shall convene a Special General Meeting on the written request of:

- a The Chairperson and Deputy-Chairperson; or
- b A majority of the Trustees; or
- c 40 Adult Members;

Notice of such a meeting shall be given in the same manner as for a notice of the Annual General Meeting and those requesting the meeting shall be required to provide a statement to the Trustees setting out the purposes for which the meeting has been requested and the specific agenda items proposed for such a meeting. The Trustees shall not be required to give notice calling the meeting until such a statement with agenda items has been received.

11.4 **Annual General Meeting limited to Notified Business:** No business shall be transacted at any Annual General Meeting other than the business expressly referred to in the notice calling that meeting.

11.5 **Special General Meeting limited to Notified Business:** No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that meeting.

11.6 **Deficiency of Notice:** Subject to Rule 12.5 (Special General Meeting limited to Notified Business) a deficiency or irregularity in a notice of any General Meeting will not invalidate anything done at the meeting if:

- a The deficiency or irregularity is not material; and
- b The adult members who attend the meeting agree to waive the deficiency or irregularity.

11.7 **Quorum:** The quorum required for any General Meeting shall be no less than 20 adult members present and in the case of a Special General Meeting convened in accordance with Rule 12.3 (Notice of Special General Meetings) the quorum must include 50% of those who made the written request. Subject to Rule 12.10 (Adjourned Meetings) no business may be transacted at a General Meeting unless the quorum is present.

11.8 **Chairing of Meetings:** The Chairperson for the time being will be the chairperson of any General Meeting and will preside over and have control over the meeting, except if:

- a The Chairperson is not present at the time appointed for holding a meeting, then the Deputy-Chairperson shall be the chairperson;
- b Neither the Chairperson nor Deputy-Chairperson are present at the time appointed for holding a meeting, then the Trustees present shall elect one of their number to substitute as the chairperson for that meeting; and

- c A Special General Meeting has been convened in accordance with Rule 12.3b or Rule 12.3c (Notice of Special General Meetings), the Trustees will appoint an independent chairperson for that meeting.

- 11.9 **Voting:** To the extent that a vote is sought or required at any General Meeting, every adult member present shall have one vote.

Subject to Rule 10.9 (Mode of voting at Elections), voting at General Meetings may be by voice or a show of hands, and shall be passed by majority of those present and entitled to vote. The chairperson of the meeting may also demand a poll on a resolution either before or after any vote.

- 12.10 **Adjourned Meetings:** If after one hour of the time appointed for a General Meeting, a quorum is not present, the meeting will stand adjourned to be re-convened seven days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one hour from the time appointed for that adjourned meeting, the Adult Members present will constitute a quorum.

- 12.11 **Unruly Meetings:** If any General Meeting becomes so unruly or disorderly that in the opinion of the chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the chairperson becomes unduly protracted, the chairperson may, and without giving any reason, adjourn the meeting or may direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without further discussion.

- 12.12 **Minutes:** The Trustees shall ensure a proper record is kept in a minute book of all decisions taken and business transacted at every General Meeting.

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

Where minutes of a General Meeting have been made in accordance with this Rule then, until the contrary is proven, the meeting shall be deemed to have been properly convened and its proceedings to have been conducted properly.

12 Audit

- 12.1 **Audit:** The Trustees must ensure that the Financial Statements for each Financial Year are audited by a chartered accountant in public practice.
- 12.2 **Appointment of Auditor:** The auditor 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 Trust (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 Trust's accountant shall not be appointed as auditor.
- 12.3 **Responsibilities of the Trustees:** The Trustees are responsible to provide the Auditor with:

- a) Access to all information of which the Trustees are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters
- b) Additional information that the reviewer may request from the Trustees for the purpose of the review; and
- c) Reasonable access to persons within the Trust from whom the reviewer determines it necessary to obtain evidence

13 Financial Accountabilities

- 13.1 **Financial Year:** The financial year shall begin on 1 April and end on 31 March of the following year, or as may otherwise be determined by the Trustees.
- 13.2 **Financial statements to be Prepared:** Every year a financial statement shall be prepared showing all the receipts and expenditure of the Trust since the preceding statement, and a general statement of the funds, effects, liabilities and assets of the Trust. The statements shall be:
 - a Certified by the Trustees as a true and correct record; and
 - b Presented to the Annual General Meeting.

14 Control of Funds, Income and Property

- 14.1 **Control of Funds:** All funds received by or on behalf of the Trust shall be paid into its account in a bank nominated by the Trust. The Treasurer must be a signatory to any such bank account in the Trust's name.
- 14.2 **Two signatories on Cheques:** All cheques and withdrawal slips shall be signed by two Trustees who have been nominated by the Trustees to act as signatories.
- 14.3 **Income and Property:** The income and property of the Trust shall be applied solely to further the purposes of the Trust and no portion shall be paid or transferred directly or indirectly by way of dividends, bonuses or profit to individual Members. This shall not preclude any payment to a Member for services rendered or for goods supplied or by way of reimbursement for any travelling and other expenses properly incurred in connection with the Trust.

15 Dispute Resolution Process

- 15.1 **Disputes:** In the event that a dispute arises in relation to any aspect of the Trust, 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.
- 15.2 **Notice of Dispute:** All disputes referred to the Trustees in accordance with clause 16.1 (Disputes) shall be submitted to the Trustees by notice in writing and the Trustees shall acknowledge receipt in writing within 14 days of the date of receipt of the notice. The

Trustees 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.

- 15.3 **Reference of Dispute:** If a dispute is not settled within 30 days of the receipt by the Trustees of written notice of the dispute in accordance with clause 16.2 (Notice of Dispute) then it shall be referred to the Disputes Committee constituted in accordance with clauses 16.4 (Dispute Committee to be Appointed as Required) and 16.5 (Appointment and Composition of Disputes Committee).
- 15.4 **Dispute Committee to be Appointed:** There shall not be a permanent Disputes Committee. The Disputes Committee shall be appointed by the Trustees on a case by case basis having regard to the precise subject matter of the dispute in question and only after the expiry of the 30 day period referred to in clause 16.3 (Reference of Dispute).
- 15.5 **Appointment and Composition of Disputes Committee:** A Disputes Committee shall comprise three persons, of whom at least one shall be an independent member and no more than two may be Trustees, who shall be appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute.
- 15.6 **Role of Disputes Committee:** The role of a Disputes Committee shall be to facilitate and make findings and decisions on the disputes referred to it.
- In the case of a review of an election, the Dispute Committee shall determine whether the successful candidate was duly elected or whether the election for the particular seat was void and should be conducted again.
- 15.7 **Deliberations of Disputes Committee:** In dealing with any dispute, a Disputes Committee shall, subject to meeting the requirements of natural justice and tikanga, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with. The findings and decisions of a Disputes Committee shall be final.
- 15.8 **Notification of Outcome:** A Disputes Committee shall give its findings and decision together with reasons in writing to the Committee and any other party to the dispute.

The Committee shall ensure the person concerned is notified of the Dispute Committee's decision, and the principal reasons for that decision.

16 Amendment of Charter

- 16.1 **Amendment to Charter:** Subject to the provisions of the Act, this Deed may be amended, rescinded or added to by a special resolution passed by a 75% majority of those adult members present at a General Meeting of the Trust, or by postal ballot.
- 16.2 **Notice of proposed Amendment:** Notice in writing of a proposed amendment of any rule, and the text of any such proposed amendment shall be delivered to the Secretary at least 21 days prior to the matter being discussed at a General Meeting.

- 16.3 **Secretary to give Society Notice:** Where the Secretary has received notice in writing in accordance with this Charter of a proposed amendment, the Secretary shall include the proposed amendment in the written notice of business not less than 21 days prior to the meeting at which the proposed amendment will be considered.
- 16.4 **Returning Officer to Supervise Conduct of Ballot:** For each ballot held under Rule 16.1 (Amendment to Charter) the Trustees shall appoint a Returning Officer who shall supervise the conduct of the ballot. Trustees and employees of the Trust shall not be eligible to act as a Returning Officer.
- 16.5 **Declare the Results:** The Returning Officer shall count the ballot and declare the results to the members.
- 16.6 **Preservation of Ballot Papers:** All ballot papers, envelopes and other documents used in connection with ballot shall be preserved and retained by the Secretary for a period of one year from the date of the ballot.
- 16.7 **Limitations:** No amendment to these Charter shall be made which is inconsistent with the purposes of the Trust.
- 16.8 **Effect:** When an amendment to a rule is approved in accordance with this Charter, it will not take effect until the Secretary has filed the change with the Maori Land Court.

17 Indemnity

- 17.1 **Trustees Indemnified:** The Trustees are indemnified by the Trust assets against all losses and expenses incurred by them in carrying out their duties except when those actions are in breach of the purposes of the Trust, or otherwise due to their wilful neglect.

SCHEDULE 1 – TRUSTEES’ POWERS

1 Powers of the Trustees

- 1.1 **General Power:** The Trustees shall have the power to do all things conducive to the attainment of its objects, in accordance with this Charter.
- 1.2 **Specific Powers:** Without limiting the generality of the above powers, the Trustees shall also have the specific power to:
- a **Research:** Research aspects associated to the purposes of the Trust;
 - b **Make Grants:** Make grants, scholarships or koha to any person or organisation as directed by the Trustees;
 - c **Purchase Property:** Purchase or otherwise acquire (by gift, devise, bequest or any other means) or otherwise take or lease any property, rights, privileges, at such price and on such terms and conditions as the Society may think fit;
 - d **Pay for Property:** Pay for property, rights, privileges and things, and any services rendered to the Trust;
 - e **Manage Property:** Sell, improve, maintain, manage, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property assets and rights of the Trust;
 - f **Mortgages and Purchases:** Take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Trust’s property of whatsoever kind sold by the Trust, or any money due to the Marae from purchasers and others;
 - g **Negotiate and Contract:** Enter into any negotiations, agreements, joint ventures or contracts, preliminary, conditional or final, which the Trust is empowered to enter into and give effect to, modify, vary or rescind them;
 - h **Arrangements:** Enter into any arrangements with any person who is conducive to the Trust’s purposes, and to obtain from any such person any rights, privileges and concessions which the Trust may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
 - i **Construction and Maintenance:** Construct, improve, maintain, develop, manage, or control any buildings, and other works and conveniences which will directly or indirectly to advance the Trust’s interests; and to contribute to, subsidise or otherwise assist or take part in the construction, improvements, maintenance, development, working, management, carrying out or control thereof;
 - j **Borrowing:** Raise or borrow money in such manner and upon such security (if any) as the Trust shall think fit;

- k **Investment of Funds:** Invest and deal with the moneys of the Trust not immediately required upon such securities or otherwise in such manner as may from time to time be determined by the Trust and from time to time to vary such investment or realise the amount invested therein;
- l **Guarantees:** Guarantee the payment or performance of any debts or contracts, incurred on behalf of the Trust or become surety for any person, firm or company acting on the instructions of the Trust;
- m **Indemnities:** Give indemnities to any officer or other person whether a Member of the Trust or not who has undertaken or is about to undertake any liability on behalf of or for the benefit of the Trust, and to secure such officer or other person against loss;
- n **Licences:** Obtain all licences, powers and authorities necessary to carry out any of the objects of the Trust;
- o **Appointment of Trustees:** Appoint any person, to acquire, accept and hold in trust for the Trust any property or assets belonging to the Trust or in which it may be interested or which it may desire to acquire or control, and for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee;
- p **Agents and Attorney:** Appoint agents and attorneys (under Powers of Attorney) for the Trust in New Zealand and elsewhere, with such powers (including the power to sub-delegate) as may be thought fit;
- q **Employees of the Trust:** Employ members, its officers and/or any other persons on a full or part-time basis and to remunerate them, and generally employ them and to terminate such employment in accordance with established procedures, provided that this clause shall not terminate any contractual agreements at present in force between the Trust and its employees or officers;
- r **Remuneration:** Remunerate any person for services rendered or to be rendered, in or about the organisation formation or promotion of the Trust or the conduct of its objects;
- s **Expenses and Emoluments:** Apply the funds of the Trust in the manner as set out in this Charter and for the following purposes:
 - i in payment of all expenses and emoluments incidental to the carrying out of the purposes of the Trust or any of them including any authorised honorarium;
 - ii the travelling expenses and other allowances for delegates, representatives, members and officers of the Trust.
- t **Cheques and other Negotiable Instruments:** Issue cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and receipts for money paid to the Trust which shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Trust may from time to time by resolution determine;

- u **Legal Proceedings:** Commence and carry on or defend, and to abandon and compromise any legal proceedings whatsoever by or against the Trust or its officers and otherwise concerning the affairs of the Trust, or to refer any claims or demands by or against the Trust to arbitration; and to observe and perform the contracts, and to accept compositions from or to compound with or give time to any debtor or contributory owing money or alleged to owe money to the Trust;
 - v **Sub-Committee:** Appoint or establish any sub-committee and delegate such of the powers of the Trust as are deemed appropriate by the Trust;
 - w **Carry out Objects:** Carry out all or any of the objects of the Trust and do all or any of the above things as principal, agent, contractor or trustee or otherwise and by or through trustees or agents or otherwise, and either alone or in conjunction with others.
- 1.3 **Wider Application:** This clause and each and every clause shall be construed so as to widen and not restrict the powers of the Society and the Committee.

SCHEDULE 2 – PROCEEDING OF TRUSTEES

1 Trustees to Regulate Meetings

- 1.1 The Trustees shall meet for the dispatch of business, and may adjourn and otherwise regulate their meetings as they think fit.

2 Trustee Meetings

- 2.1 **Frequency:** The Trustees shall meet at least four times a year at such places as the Trustees determine.
- 2.2 **Quorum:** The quorum for a Trustee meeting shall consist of two thirds of the elected Trustees being present throughout.
- 2.3 **Notice of Meetings:** Notices shall be given by the Secretary orally or in writing to each Trustee no less than four days prior to the day of the meeting unless all Trustees agree otherwise.
- 2.4 **Voting:** Any matter arising at any meeting of the Trustees shall be decided by a majority of votes, either orally or by a show of hands, and in the case of an equality of votes, the Chairperson shall have a casting vote.
- 2.5 **Electronic Conferencing:** The contemporaneous linking of a number of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees provided the following conditions are met:
- a Each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of such meeting;
 - b Each Trustee taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - c At the commencement of the meeting and at or about the closure of the meeting, the Chairperson must call upon each Trustee to acknowledge his or her attendance;
 - d A Trustee may not withdraw from such a meeting unless that member has previously obtained the express consent of the Chairperson of the meeting to do so;
 - e A Trustee shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairperson to withdraw from such a meeting;
 - f A Trustee shall be conclusively presumed to have voted in favour of the status quo if a resolution is put during the meeting and that person has disconnected without previously obtaining the express consent of the Chairperson of the meeting.
 - g. A minute of the proceedings at such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting

- 2.6 **Unruly Meetings:** If any meeting of the Trustees becomes so unruly or disorderly that in the opinion of the Chairperson of the meeting, the business of the meeting cannot be conducted in a proper and orderly manner, or if any meeting in the opinion of the Chairperson becomes unduly protracted, the Chairperson may, and without giving any reason, adjourn the meeting. The Chairperson may also direct that any uncompleted item of business of which notice was given and which, in his or her opinion, requires to be voted upon, be put to the vote without discussion.
- 2.7 **Minutes:** The Trustees shall ensure that minutes of the proceedings of all meetings of the Trustees are recorded in a minute book by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed.

3 Conflict of interest

- 3.1 **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 Trust;
 - 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.
- 3.2 For the purposes of paragraph 3.1c above, a party will be controlled by the Trust. However, no Trustee will be interested in a matter:
- a Where that Trustee is a member of an iwi where his or her interest is not different in kind from the interests of other members of that iwi.
 - b 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 Deed or the Charities Act 2005;
- 3.3 **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 Trust, disclose to his or her co-Trustees at a meeting of the Trust:
- 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.

- 3.4 **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 Trust to the conflict of interest.
- 3.5 **Recording of Interest:** The Trust shall establish and maintain an interests register for the purpose of recording the details of interested representatives. 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 3.3 (Disclosure of interest to other Trustees).
- 3.6 **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.
- 3.7 **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.

4 Delegation by Trustees

- 4.1 **Trustees may Delegate:** The Trustees may from time to time as they think expedient for carrying out any of the objects of the Trust, delegate any one or more of their powers under this Charter, including any day to day operations, to a sub-committee, Trustee, employee or other person. Any sub-committee established to exercise powers under this Deed must include at least one Trustee.
- 4.2 **Trustees to remain Responsible:** Notwithstanding the delegation by the Trustees of any of their powers under clause 4.1 (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 Deed and the duties owed by the Trustees in the exercise of their office under this Deed; and
 - b Have monitored, by means of reasonable methods that they have followed, the exercise of the power by the delegate.
- 4.3 **Regulation of procedure by Sub-Committees:** Subject to the provisions of this Deed, 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.

5 Duties, Powers, Roles and Responsibilities of the Trustees

5.1 **Appointments:** The Trustees shall appoint:

- a One of their number as Chairperson; and
- b One of their number as Deputy-Chairperson.

5.2 **Chairperson:** The Chairperson shall have the following duties and powers:

- a **Supervision:** To supervise the business and affairs of the Trust including:
 - i to attend and preside over the meetings of the Trust, to keep order, to conduct the business and to decide all points of order;
 - ii to obey all such lawful instructions, and to do and perform all such lawful things and acts as may be given or required to be done by a meeting of the Trust or the Trustees or by the Act or this Charter; and
 - iii to do and perform such other lawful duties as may usually pertain to the office of Chairperson.
- b **Powers at a Meeting:** When presiding at a meeting, the Chairperson shall have power:
 - i To exercise a vote;
 - ii To decide the order of business, to put motions and to declare the result of the voting.
 - iii To order the removal from a meeting of any person obstructing the business of the meeting or behaving in a disorderly manner, or of any person not entitled to be present.
 - iv By a resolution of the meeting or in the absence of a quorum, to adjourn a meeting or to declare a meeting closed.
 - v If a meeting is unruly, to adjourn or declare the meeting closed as per Rule 2.7 (Trustee Meetings)
- c **General Power:** Generally to do and perform such other lawful things and acts as may be necessary or desirable to carry on the business of a meeting with order and regularity including any other power or duty referred to in this Charter.

5.3 **Deputy-Chairperson:** It is the duty of the Deputy Chairperson to assist the Chairperson in carrying out the duties appertaining to his or her office, and in the absence of the Chairperson, the Deputy Chairperson exercises all the powers and shall perform all the duties of the Chairperson.

6 Duties, Powers Roles and Responsibilities of Secretary and Treasurer

6.1 **Appointments:** The Trustees shall appoint a Secretary and Treasurer. The Secretary and the Treasurer need not be a Member or a Trustee.

6.2 **Secretary:** The Secretary shall have the following powers and duties:

- a **Reporting the Trust's Affairs:** To provide full and timely reporting of the affairs of the Trust, keep proper minutes of the proceedings of all meetings, ensure such minutes shall be signed by the Chairperson, and keep a minute book in which the duly signed minutes shall be affixed or entered.
- b **Annual Reports:** To prepare immediately prior to each annual meeting an annual report on the business and proceedings of the Trust during the previous financial year, and to present such report to the Trustees and to the AGM.
- c **Correspondence:** To conduct the correspondence of the Trust.
- d **All lawful Instructions:** To obey all such lawful instructions and to do and perform all such lawful things and acts as may be given or required to be done by a meeting of the Trust, the Trustees, the Act, or this Charter.
- e **Other Duties:** To do and perform such other lawful duties as may usually appertain to the office of Secretary.

6.3 **Treasurer:** The Treasurer shall have the following powers and duties:

- a **Collect and Receive Monies:** To collect and receive all monies due to the Trust, and to give a receipt in a form approved by the Trustees, and in no case hold any such monies without the authority of the Trustees for any period exceeding one week, and to bank all such monies in the name of the Trust in a bank approved by the Trustees.
- b **Prepare Financial Statements:** To prepare immediately prior to each annual meeting a balance sheet and a statement of income and expenditure for the preceding 12 months and to present such documents to the Trustees and to the AGM, duly audited by the auditor appointed in accordance with Rule 13 (Audit
- c **Budget:** To prepare a budget (if applicable) for presentation to the Trustees.
- d **Annual Returns:** To prepare and forward annual returns of the Trust as required by law.
- e **All Lawful Instructions:** To obey all such lawful instructions and to do and perform all such lawful things and acts as may be given or required to be done by a meeting of the Trust, the Trustees, the Act, or this Charter.
- f **Other Duties:** To do and perform such other lawful duties as may usually appertain to the office of Treasurer.

SCHEDULE 3 – TRUSTEES CODE OF CONDUCT

Te Haroto Marae Charter

**TRUSTEES' CODE OF
CONDUCT**

DRAFT

Background

This code sets out the standards that each Trustee will adhere to while conducting their duties. It is intended to facilitate decisions that are consistent with the Trust's goals, values, and legal obligations. All Trustees are required to comply with this Code of Conduct. This code carries the expectation that Trustees will lead by example in adhering to the standards of ethical and professional conduct.

1 Interpretation

- 1.1 Unless otherwise defined in this Code of Conduct, capitalised terms used in this Code of Conduct shall bear the definition given to that term in the Te Haroto Marae Charter (the Charter).

2 Application and Accountability

- 2.1 Each Trustee is required to abide by this Code of Conduct in all their dealings with:
- a Other Trustees,
 - b Members of Te Haroto Marae;
 - c Iwi and other hapu / whanau;
 - d Central and local government organisations;
 - e Community organisations; and
 - f Media organisations.

3 Communications

- 3.1 Each Trustee shall:
- a Refrain from making any comment or statement that brings the Trust or the Trustees into disrepute or undermines the Trust in any way, including improper or derogatory allegations and any form of conduct which may cause unwarranted offence or embarrassment.
 - b Ensure any statements made, show respect and do not contain any offensive or abusive language;
 - c Adhere to the truth and not mislead, directly or indirectly, nor make any false statements, nor mislead by omission;
 - d Ensure that all communications to external parties, including the media, are approved by the Chairperson prior to release.
- 3.2 The Chairperson shall be the first point of contact for the Trust, including with regards to the Trust's view on all matters raised by the media. Other Trustees must first obtain the

approval of the Chairperson before providing a response to matters raised by the media. Such authority, with regard to specific matters, may be delegated to individual Trustees.

- 3.3 Subject to clause 3.1a, Trustees may provide a personal response to the media on matters raised, so long as it is clearly and expressly stated that the views provided do not necessarily represent those of the Trust.
- 3.4 Failure to adhere to the communications provisions of this clause 3 constitutes a breach of this Code of Conduct. All breaches shall be resolved in accordance with the Charter.

4 Confidentiality

- 4.1 Each Trustee shall:
- a Be bound by the rule of confidentiality for all matters discussed at Trustee Meetings;
 - b Ensure that they keep in strict confidence all non-public information disclosed to them in their capacity as Trustees and any information entrusted to the Trust that is confidential in nature;
 - c Take sufficient precautions to preserve the confidentiality of any such information;
 - d Not disclose such information to any other person without the prior approval of the Chairperson, except where disclosure is allowed or required by law.
- 4.2 Failure to adhere to the confidentiality provisions of this clause 4 constitutes a breach of this Code of Conduct. All breaches shall be resolved in accordance with the Charter.
- a A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust.
 - b Immediately following his or her appointment as a Trustee, each member must enter into the minute book and must disclose in writing to the others, any interest which meets the definition of an interest as set out in clause 5.2.
 - a The Trustee must, at any time after his or her appointment, enter into the minute book and disclose to the next meeting of Trustees, any interest of which that Trustee becomes aware that meets the definition of an interest, as set out at clause 5.2 of this Code of Conduct.

5 Meetings

- 5.1 **The Chairperson:**
- a Has primary responsibility for ensuring that all Trustees receive sufficient and timely information to enable them to be effective Trustees;
 - b Is responsible for the orderly conduct and efficient functioning of all meetings of Trustees and sets the agenda for meetings of Trustees;
 - c Is to act as a facilitator at a meeting of Trustees to ensure that no Trustee dominates discussion, that appropriate discussion takes place, and that relevant opinion amongst members is forthcoming;

- d Shall ensure that all Trustees are enabled and encouraged to play their full part in the affairs of the Trustees and have adequate opportunities to express their views.
- 5.2 Discussions at a meeting of Trustees will be open and constructive, recognising that genuinely held differences of opinion can, in such circumstances, bring greater clarity and lead to better decisions.
- 5.3 Trustees must consistently attend meetings of Trustees and devote sufficient time to make and keep themselves familiar with the Trust's affairs.
- 5.4 Once a matter has been resolved at a meeting of Trustees, that resolution determines the Society's formal position on that matter unless or until the position is changed by a subsequent resolution of the Trustees. All Trustees must respect and not act or make public comment that is contrary to the formal position of the Trust.
- 5.5 Failure to adhere to the meetings provisions of this clause 6 constitutes a breach of this Code of Conduct with the exception of clause 6.1. All breaches shall be resolved in accordance with the Charter.
- 5.6 Failure to adhere to clause 6.1 will be grounds for the Trustees to pass a resolution of no-confidence in the Chairperson.

6 Roles

- 6.1 The reputation and public perception of the Trust is largely dependent on the conduct of the Chairperson and the Trustees. The Chairperson and the Trustees must respect the requirements and limits of their roles, as set out in this Code of Conduct.
- 6.2 Trustees represent the Trust and are accountable to the Trust, the Charter and policies (including this Code of Conduct), and must act as one entity and in the best interests of Te Haroto Marae.
- 6.3 **Role of the Chairperson:** In addition to the matters set out in clause 6.1, the Chairperson has a mandate to represent the Trust by right of office. Most business will be conducted with the knowledge and support of all the Trustees. However, there may be times when the Chairperson is required to act independently. Any independent action must be taken to a meeting of Trustees for ratification before becoming binding on the Trust;
- 6.4 **Role of the Committee Members:** In addition to the matters set out in clause 6, each Trustee shall in the performance of their duties:
 - a Effectively represent and promote the interests of the Trust;
 - b Comply with all relevant laws in the performance of their duties, to the best of their knowledge;
 - c Act in good faith and in the best interests of the Trust, placing the Trust's interests ahead of their direct or indirect personal interests and not use their position or the Trust's property or information for themselves or for personal gain;
 - d Exercise their powers with a due degree of care, diligence and independence and for a proper purpose;

- e Only permit the Trust to incur obligations if he or she believes on reasonable grounds that the Trust will be able to perform those obligations when required to do so;
- f Only commit the Society to a particular policy or course of action with the prior approval of the Trustees;
- g Not accept gifts or personal benefits of any value from external parties if it could be perceived that this could compromise or influence any decision of the Trustees.

7 Reporting of Behaviour

- 7.1 Trustees will report to the Chairperson any behaviour of which they become aware that is illegal or that breaches this Code of Conduct.

8 Review and Amendment

- 8.1 This Code of Conduct may be modified as deemed necessary by the Trustees and with a 75% vote majority of Trustees.