
RĀKAUTĀTAHI MARAE

RESERVATION TRUST

CHARTER

HE PUTAANGA KI TE PAE ROA¹

¹ The word Putaanga is taken from a whakataukī relating to Te Rangitotohu, his younger brothers Te Whakawehi and Koro-o-nga whenua; and their cousin Parakiore. These 4 men were set up as sentries at each of the main exits from Tamaki-nui-a-Rua (Te Tapere Nui o Whatonga). The whakatauki were quoted as follows:

Ko Rangitotohu ki te putaanga i te Rākoutātahi

Ko te Koro-o-nga whenua ki te putaanga i Te Ahu o Tūranga (Woodville - Te Apiti Gorge)

Ko Te Whakawehi ki te putaanga i Te Tōanga (Te Uri - Mangaorapa Rd)

Ko Parakiore ki te putaanga i Papara-tai-toko

In the times of these tipuna these 4 putaanga were the link between the 'inside of the Bush' and the world outside and beyond, to Ruahine and Ruataniwha in the north; to Purimu, Whatumā and Waipukurau; to Parimāhu & Porangahau; and to Te Apiti, and the lower reaches of the Manawatū river.

TE PAE ROA refers to the horizon or the future. From a Rākoutātahi perspective it relates in a physical sense to the length of the Ruahine range that continues beyond the horizon, and also the Ruataniwha Plains and beyond. It also brings to mind what our tipuna would have viewed whenever they emerged from the Tamaki-nui-a-Rua bush via the exit road at the original Rākoutātahi. Hei kōrerotanga mā tātou katoa.

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SCHEDULE ONE

RĀKAUTĀTAHI MARAE

HISTORICAL ORIGINS

-  Rākoutātahi Marae is situated on Snee Road, just off SH1 at the southern end of the Takapau Plains. Rākoutātahi Marae is located at an area that was known as Kaikanohi. The land on which Rākoutātahi Marae now stands, was donated in 1959 by Mrs Mona Scanlon, the sister of Rupuha Kotua.
-  The Marae reserve was set aside by gazette notice as a 'Māori reservation for the purpose of a meeting place for the benefit of the Ngāti Kahungunu tribe residing in the Rākoutātahi Tribal Committee District'².
-  The first building erected on the Marae reserve was a hall. Many Māori and Pākehā families living in the area contributed to the building of the hall which was opened in 1962. The name given to the new hall was 'The Rākoutātahi War Memorial Hall' - to honour and remember the many hōia (soldiers) who gave their lives so that we, their descendants could live in peace. Initially, the hall was used for social gatherings and church functions. Then as our elders passed away, the hall and the Marae reserve were used for tangihanga.
-  In August of 1981, tragedy struck our hall and a fire was seen at about 4.30am from the main road, which was mistaken for a hangi fire - thought to be preparing for the funeral of Bernard Allen who lay in state at his home at Snee Road. Consequently the alarm went off too late and the hall was burnt to the ground.
-  This tragedy galvanised the whole community; including residents from both Takapau and Norsewood, whānau whānui and local farmers who combined their efforts to raise funds for a new building. Fund-raising activities included, holding calcuttas, shop days, shearing, bottle drives, walkathons, telephone appeals and donations from various organisations.
-  Our kaumātua Rupuha Kotua saw the opportunity to not only rebuild the hall but to also build a wharepuni. Through the assistance of the Department of Labour, who provided work programs to erect the two buildings, and willing contribution from various whānau the hall was completed in 1981.
-  Ru visited a number of kaumātua in the region and asked who was the (Rangatira) Leader of the past that brought our hapū together and the answer was Te Whatuiapiti. Ru then

² See maorilandonline.govt.nz Ministry of Justice. Part Rākoutātahi 1C2C {Rākoutātahi 1C2C (Part)}(Reserve)/Rākoutātahi Marae}

announced at a Marae meeting that he was naming the Meeting House 'Te Poho o Te Whatuiapiti' (The Bosom of Te Whatuiapiti) and the Hall would be named 'Te Rau Aroha' in memory of the Kai Wagon that distributed kai to our soldiers fighting overseas during World War 2.

■ Jack McCarten from Utiku donated tōtara trees for the carvings for the wharepuni and we shore his sheep to pay for the milling of the logs. The carvings were completed under the tutorship of master carver Kelly Kereama assisted by Māori Access under the umbrella of the Aorangi Trust Board. Tuterangi Nepe Apatu, Jack Te Hau, Reno Slater, Daniel Nepe Apatu and Leslie Te Hau were the whānau members that went and learnt to carve the taonga that now adorn our Marae.

■ While the tāne were in Feilding preparing the carvings, the wāhine were at Rākauātāhi learning how to do the tukutuku panels under the guidance of Nanny Lena. Margaret Nepe Apatu, Te Atarangi Allen, Susan Coffey, Rachel Snee and Honeygirl Kotua were the whānau who worked on the panels, while Blackie Kotua, Allan Strickland and Jack Te Hau painted the heke and tāhuhu.

■ Finally, on the morning of November 5 1988, the new wharenuī was opened with a dawn ceremony, reflecting the collective efforts and pride of all those involved.

■ Tū te wehi, tū te ihi, tū te ao, tū te pō!

BACKGROUND TO THE CHARTER

- A. Marae remain one of the last bastions of traditional Māori society and remain a focal point of exercising tikanga and kawa. Over time the law has among other things, provided structure and tools that allow Marae to operate in modern society. This Charter has been created in an attempt to ensure that the traditional values and practices of our Marae prevail and sit comfortably alongside the legal requirements to ensure that we operate our Marae i runga i te tika me te pono, and in a professional way. The Charter has also been developed with the knowledge that certain Treaty Settlement funds are to be given to the Marae requiring a certain level of accountability and transparency.
- B. The Trust is a Māori Reservation Trust constituted under the Māori Affairs Act 1953 and comes under the jurisdiction of Te Ture Whenua Māori Act 1993, the Māori Reservation Regulations 1994 and the Māori Land Court.

- C. This document is to serve as the Charter for the Māori Reservation as is required by clause 7 Māori Reservation Regulations 1994.
- D. In order to provide clarity and certainty for the current and future Trustees and Beneficiaries this Charter seeks to record not only provisions for the effective, efficient running and sustainability of the Marae but also record the legal obligations as required by the Māori Reservation Regulations 1994. This will give the Trustees one document to follow to ensure compliance with the law and the agreed practices by the Beneficiaries of the Marae.
- E. The Trustees have consented to become the Trustees of this Trust subject to the tikanga/values, aspirations, powers, duties and obligations set out in this Charter.
- F. The Trustees have acknowledged that familiarity with this Charter is critical to their role as trustees.
- G. The Court gives the Trustees control of the Trust Property so that the Trustees can deal with the Trust Property for the benefit of the Beneficiaries.

PART A – NAME AND PURPOSES

1. TRUST AND MARAE NAME

- 1.1 The Trust created by the Māori Land Court will be known as the Rākoutātahi Marae Reservation Trust ("**the Trust**"). The Marae will be known as the Rākoutātahi Marae and in all official documentation, signage, marketing material, macrons will be used in the name of the Marae.
- 1.2 This Trust will apply to the land and whare known as the Rākoutātahi Marae and located at 15 Snee Road, Takapau, 4287, this includes the Whare Tupuna-Te Poho o Te Whātuiāpiti and the Wharekai-Te Rau Aroha. ("**Trust Property**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions:

In this Charter, unless the context otherwise requires:

"**Act**" means Te Ture Whenua Māori Act 1993 and any subsequent amendments.

"**Alienation**" has the meaning given in section 4 of the Act.

"**Adult Whānau Member**" means any member of the Beneficiaries of the Marae as confirmed by Order of the Māori Land Court who is over the age of 18 years old.

"**AGM**" means Annual General Meeting called under the terms of this Charter.

"**Beneficiaries**" means those identified by Order of the Māori Land Court confirming the beneficiaries of the Marae and the words "**Beneficiary**", "**Whānau**" and "**Whānau Member**" have a corresponding meaning.

"**Beneficiary Hui**" means any hui called under the terms of this Charter and includes an Annual General Meeting and Special General Meeting.

"**Casual Vacancy**" means a vacancy created when a Trustee resigns, or is removed from office by the Māori Land Court prior to the expiry of their term.

"**Chairperson**" means the Trustee who is appointed by his or her fellow Trustees (in accordance with clause 18.1).

“Court” means the Māori Land Court.

“Current Trustees” means the total number of Trustees in office at any one time providing that this number will not be less than four (4) in which case the Trustees can only act, under the terms of this Charter, to fill the casual vacancies that exist.

“Eligible Voter” means an Adult Whānau Member who is present at the hui/meeting where the vote is to be held and has signed the attendance register.

“Financial Year” means the period from 1 June to 31 May.

“Marae” means the Rākauātāhi Marae and land vested in the trustees of the Trust and any whare on that land.

“Regulations” means the Māori Reservation Regulations 1994.

“Trust” means the Rākauātāhi Marae Reservation Trust.

“Trust Associated Entity” includes an entity established and controlled by the Trust for the benefit of the Marae.

“Trustees” means a trustee of the Trust appointed by order the Court and as the context may require, means all, some or any such Trustees.

“Trust Property” means the Trust Land and other property listed as Trust Property at the time the Trust was created and any further property which may in the future be acquired by the Trustees from any source for the purposes of the Trust. Such property may include the moneys and investments held by the Trustees on behalf of the Trust from time to time.

“Whānau Member” means a person identified by Order of the Māori Land Court as beneficiaries of Rākauātāhi Marae and the words **“Whānau”**, **“Beneficiary”** and **“Beneficiaries”** have a corresponding meaning.

3. KAUPAPA O RĀKAUTĀTAHI MARAE

- 3.1 The kaupapa, or core objectives and principles, of the Marae is to protect and uphold the customary cultural rights, practices, beliefs, kawa and tikanga of the hapū associated with the Marae.
- 3.2 In order to achieve this kaupapa the Trust will seek to follow a number of values and ideals including:

- (a) Retention and protection of our distinct Rākoutātahi kawa;
- (b) Reflecting and respecting the whakapapa lines of all of the hapū that connect the Beneficiaries to the Marae and the Rākoutātahi area generally;
- (c) Creating a place where debate can occur but in a safe and rangimarie environment;
- (d) Making the Marae a place where our Beneficiaries feel welcome and comfortable;
- (e) Maintaining our connection with Whare Tu Taua;
- (f) A Marae that is always well presented and warm for our Beneficiaries and manuhiri;
- (g) A Marae that is available to all, with Beneficiaries and their whānau having priority of use for tikanga based kaupapa; and
- (h) A Marae that is culturally strong and financially prudent

PART B – TRUSTEE DUTIES

4. TRUSTEE DUTIES

- 4.1 A Trustee must always comply with the trustee duties. The trustee duties are a set of general and specific obligations that both the law and the terms of this Charter impose on the Trustees.
- 4.2 Failure of a Trustee to comply with and perform his or her trustee duties satisfactorily may lead to a Trustee being removed from his or her position as a Trustee.
- 4.3 A breach of trust occurs where a Trustee acts contrary to, or fails to act consistently with a trustee duty. Where a Trustee breaches one or more of his or her trustee duties, he or she can be liable for any damage, loss or other costs that the breach causes to the Trust, Trust Property and/or Trust interests.
- 4.4 The Trustees must take into account the **KAUPAPA O RĀKOUTĀTAHI MARAE** and the associated values and ideals as outlined above in clause 3.1 and 3.2 when exercising any discretions under this Charter and making any decisions that impact on the Marae and its Beneficiaries.

5. GENERAL TRUSTEE DUTIES

- 5.1 In addition to the duty of Trustees as set out in clause 6 of the Regulations as set out in Schedule One of this Charter the Trustees must comply with the following:

- (a) ***Duty to be thoroughly familiar with the terms of this Trust***, including this Charter and all documents, deeds, contracts and papers that relate to or affect the Trust Land and Trust Property;
- (b) ***Duty to comply with the terms of this Charter***, regardless of what the Beneficiaries or other Trustees ask them to do otherwise;
- (c) ***Duty to act honestly and in good faith***;
- (d) ***Duty to always act in the best interests of the Beneficiaries***, a duty which requires that the Trustees consider what is in the best interests of the Beneficiaries;
- (e) ***Duty to act fairly and impartially***, a duty which requires that the Trustees act without favouritism towards their own whānau members, friends or themselves;
- (f) ***Duty not to profit from a position as a Trustee of this Trust***;
- (g) ***Duty to act for no reward***, a Trustee must not take any reward for acting as a Trustee but this does not affect the right of a Trustee to be reimbursed for the Trustees' legitimate expenses and disbursements in acting as a Trustee;
- (h) ***Duty to be active***, in attending to the performance of the Trust and trustee duties. Accordingly, each and every Trustee must actively participate in Trust-related decision making (unless conflicted). Each Trustee must think about each action and decision of the Trustees and cannot simply rely on the other Trustees to determine whether an action or decision should be undertaken;
- (i) ***Duty to comply with orders and directions of the Court***; and
- (j) ***Duty to notify the Court of change to contact address***, the Trustees are required to notify the Court of any change to the contact address for the Trust.

6. DUTY TO AVOID CONFLICTS OF INTEREST

- 6.1 All Trustees have a duty to recognise and manage conflicts of interest and conflicts of duties ("**Conflict**") in accordance with clauses 6.2 to 6.7 below.

What constitutes a conflict

- 6.2 A Trustee has a Conflict where the Trustee:

- (a) in a capacity other than as a Trustee of this Trust is involved, interested, or concerned in (directly or indirectly), any property, undertaking, business or commercial activity; and
- (b) that property, undertaking, business or commercial activity is one in which the Trust is or may be involved (as Trust Property or otherwise), interested, or concerned in.

For the purposes of clause 6.1, a Conflict can arise indirectly where the person involved, interested or concerned in the property, undertaking, business or commercial activity is the Trustee's spouse, partner, child, parent or sibling.

6.3 No person will be disqualified from being appointed Trustee or from holding office as a Trustee or representative of the Trust because they:

- (a) are employed as a servant or officer of the Trust; or
- (b) are interested or concerned in any contract made by the Trustees.

6.4 The Trust and any Trust Associated Entity are entitled to engage, contract or otherwise enter into an agreement or arrangement with any Trustee to provide goods and services to the Trust. However, the Trustees may only make the decision to enter into such an arrangement where:

- (a) doing so is commercially prudent, and in the best interests of the Beneficiaries of this Trust; and
- (b) a Trustee when providing the Trust goods or services is paid only a reasonable fee for doing so.

What to do where there is a Conflict

6.5 Where a Trustee has a Conflict he or she must:

- (a) disclose the nature and extent of the Conflict to:
 - (i) the other Trustees; and
 - (ii) the Beneficiaries where the Conflict touches on a matter discussed at a General Meeting or Special Meeting; and
- (b) cease to participate in any discussions and decisions that relate to the Conflict; and

- (c) leave and remain absent from any meeting of the Trustees where discussions and decisions relate to the Conflict.

6.6 Where the Conflict concerns either any matter that directly or indirectly:

- (a) Affects a Trustee's remuneration or the terms of the Trustee's employment as a servant or officer of the Trust; or
- (b) Affects any contract in which a Trustee may be interested or concerned other than as a trustee of another trust,

That Trustee must not vote or participate in the discussion of that matter.

6.7 The Trustees must keep an Interests Register that records any interest of the Trustees in Trust Property or any transaction or proposed transaction with the Trust.

7. GENERAL DUTY TO ACT PRUDENTLY

7.1 When doing any act on behalf of the Trust, the Trustees must exercise the same diligence, care and prudence that would be expected of an ordinary and careful business person when looking after the affairs of others, and in doing so must:

- (a) Actively ensure that they always understand and are aware of all Trust Property and any liabilities that are associated with the Trust Property;
- (b) Actively seek out, identify and assess the risk associated with each decision (including a decision not to do anything) that the Trustees make;
- (c) Take care to identify any situation where the Trustees do not have the necessary knowledge or expertise to properly assess the risk and consequences of any decision;
- (d) Obtain the necessary advice (such as from a lawyer, accountant, or financial adviser) when the Trustees lack the necessary expertise; and
- (e) Take steps to actively identify, consider and take into account all relevant things (including any cultural and commercial considerations) that the Trustees must and should consider, and ignore all irrelevant things when making any decisions or doing any act on behalf of the Trust.

Sustainability of the Trust

- 7.2 The Trustees must actively promote and ensure the long term sustainability and financial wellbeing of the Trust so as to ensure that the Trust can continue to operate and benefit both the current and future Beneficiaries. This includes ensuring that the Trust's assets are not subjected to any unreasonable level of risk.

Considering the views of the Beneficiaries

- 7.3 The Trustees must consider the support or opposition to a given matter concerning the Trust as expressed by the resolutions of the Beneficiaries at a General or Special Meeting of the Beneficiaries. The Trustees are not bound by the Beneficiaries' resolutions at such meetings but must give consideration to their views, subject to directions or orders of the Court or where this Charter stipulates that the views of Beneficiaries will prevail or where the Act or Regulations state otherwise.

8. FINANCIAL MANAGEMENT DUTIES

Keeping accounts

- 8.1 In addition to the requirements set out at clause 15 of the Regulations attached as Schedule One the Trustees must keep proper accounts and prepare annual financial statements for each Financial Year which:
- (a) May be audited:
 - (b) Are to include the number of Trustee meetings held in that Financial Year;
 - (c) Are to detail each individual payment made by the Trust to Trustees in that Financial Year, including any travel expenses, fees or any other payments;
 - (d) Are to be made available to the Beneficiaries, if requested, before an Annual General Meeting and produced at each Annual General Meeting for discussion; and
 - (e) Are to be filed with the Māori Land Court, no later than fourteen (14) days after the Annual General Meeting has taken place, if so requested by the Court.

Controlling Trust funds

- 8.2 The Trustees must ensure that all money received by or on behalf of the Trust is paid within fourteen (14) days of receipt into the Trust's bank account.
- 8.3 The Trustees must keep a detailed record of all receipts and payments of Trust funds.
- 8.4 No debt is to be incurred by the Trustees other than by approval prior to the incurring of the debt, or at the Trustee Meeting that immediately follows the incurring of the debt on their behalf.
- 8.5 All payments from the Trust's bank account must be signed or authorised by any two (2) of the Trustees provided that one of the signatories must be either the Secretary or the Chairperson of the Trust. No cheque is to be pre-signed by the Trustees and left blank as to either or both of the payee and the amount of the cheque

9. DUTY OF DISCLOSURE

- 9.1 Upon request by any Beneficiary, the Trustees must make available to that Beneficiary:
 - (a) A copy of this Charter and any amendment to it;
 - (b) The Annual Accounts of the Trust for any preceding financial years;
 - (c) The Minutes of any General Meeting or Special Meeting;
 - (d) The Minutes of any Trustee Meeting (except those parts of the Minutes that are confidential); and
 - (e) The Annual Accounts of any Trust Associated Entity for any preceding financial years (except for those parts of such accounts as are confidential).
- 9.2 In clause 9.1 above, accounts are confidential only if, and to the extent that, the accounts contain commercially confidential material. A Beneficiary who is dissatisfied with a decision to decline a request for accounts on the grounds of confidentiality can apply to the Court for disclosure or work through the Dispute Resolution process outlined in clause 10 of this Charter. If the Trustees are of the view that accounts are confidential, they must notify the requesting Beneficiary of his or her right to apply to the Court for a disclosure order or the right to trigger the Dispute Resolution process in clause 10 of this Charter.

10. DISPUTE RESOLUTION

- 10.1 It is acknowledged that there may be disagreements amongst Trustees and concerns raised by Beneficiaries and that it is important in maintaining the mana of the Marae to have clear options to resolve any disputes or issues raised without recourse to the Court.
- 10.2 If any Trustee or Beneficiary is aggrieved by a decision, action or alleged omission of the Trustees or any issue in relation to the affairs of the Marae and that person/s wishes to follow the Trust dispute resolution process ("**Applicant**"), that person/s must first give written notice of the dispute or issue to Trustees via the Secretary of the Trust.
- 10.3 The Secretary of the Trust must acknowledge receipt in writing of any notice received within ten (10) working days of the date of receipt of the notice.
- 10.4 The Applicant must meet *kanohi ki te kanohi* with the Trustees within fifteen (15) working days of the date of receipt of the notice referred to in clause 10.3 to attempt in good faith to resolve the grievance through direct negotiation. If the parties agree, a facilitator can be appointed to assist the negotiation to resolve the dispute or matters at issue. The costs of the negotiation process including the facilitator costs will be shared between the parties to the dispute.
- 10.5 If the dispute or issue is not resolved following the process set out in clauses 10.1 to 10.4, then the parties may agree to formal mediation. If the parties cannot agree on a mediator, but still wish to mediate the dispute then the Presidents of Te Hunga Roia Māori o Aotearoa/New Zealand Māori Law Society will make the appointment. The costs of the mediation will be shared between the parties to the dispute.
- 10.6 If the above processes do not resolve the dispute or issue, then the parties may agree to any alternative dispute resolution process that may provide for a binding determination or outcome to end the dispute. The costs of any agreed processes will be shared between the parties to the dispute.
- 10.7 None of the above processes prevent any party to the dispute filing in Court an application pursuant to section 238 of the Act, section 68 of the Trustee Act 1956 or regulation 21 of the Regulations requesting that the Court:
 - (a) Inquire into the administration of the Trust; and/or
 - (b) Review any decision, action or failure to act of the Trustees; and/or

- (c) Give directions in relation to any action or failure to act or contemplated action or failure to act of the Trustees; and/or
- (d) Grant an injunction preventing the Trustees from taking any further steps in relation to the decision, action, or failure to act.

10.8 If any party to a dispute decides to trigger the Dispute Resolution process above the parties will not pursue any application through the Court or any other forum, until they have completed any compulsory or electable process they agree to undertake as outlined above.

PART C – MEETINGS

11. GENERAL AND SPECIAL MEETING PROCESS

Annual General Meetings (“AGM”)

- 11.1 Clause 19 of the Regulations attached as Schedule One sets out the process for holding an AGM.
- 11.2 The Quorum for an AGM will be the same as for a Special Meeting under clause 13.1. In addition to clause 14 of the Regulations attached as Schedule One the Trustees must also call a Special Meeting of the Beneficiaries in the following circumstances:
 - (a) At the direction of the Court; or
 - (b) Within three (3) months of receiving written notice requesting that a Special Meeting be held that is signed by at least fifteen (15) Adult Whānau Members. The written notice must state the purpose of the Special Meeting and must be served on the Chairperson or the Secretary; or
 - (c) When at least three (3) trustees or the Chairperson of the Trust confirm in writing to hold a Special Meeting.
- 11.3 The Trustees must take all reasonable steps at the General and Special Meetings of the Beneficiaries to accurately determine the Beneficiaries' support or opposition to any matters that are properly discussed at these meetings.
- 11.4 The Trustees, when convening and holding a meeting of Beneficiaries must recognise the importance of General and Special Meetings as the:

- (a) Resolutions passed at these meetings are considered the official expression of the Beneficiaries' view on the matter voted on in each Resolution;
- (b) Resolutions passed are the only means by which the Trustees may determine the views of the Beneficiaries; and
- (c) Views arrived at by the Beneficiaries by passing Resolutions at these meetings will only be considered valid and relevant if they are determined in accordance with proper and fair processes.

12. NOTIFYING BENEFICIARIES OF A SPECIAL MEETING

12.1 The Trustees must take all reasonable steps to notify the Beneficiaries that a Special Meeting of Beneficiaries is to be held ("**Notice**"). Notice must be given at least fourteen (14) days before the date of the Special Meeting. Notice will be facilitated by:

- (a) Posting or emailing the notice to all Adult Whānau Members at the last known address. If notice sent by electronic address fails, and a trustee or person responsible for sending the notices is aware of the failure, then the notice must be sent to the last known physical address: and
- (b) Publishing notice in any one or more of the following ways:
 - (i) In a daily newspaper circulating in the district where the Marae is situated; or
 - (ii) By any electronic means (such as a website/Facebook or appropriate form of social media) associated with the Trust and the Beneficiaries; or
 - (iii) Broadcasting over the local radio station.

12.2 The notice must specify:

- (a) The agenda for the meeting with sufficient detail to accurately inform the Beneficiaries of all matters that are to be discussed and voted on at the meeting, and where the agenda:
 - (i) Includes the nomination, replacement and/or removal of Trustees, the notice must state:

- (aa) The names of the Trustees to be replaced or removed and the basis for their proposed replacement or removal; and
 - (bb) The number of Trustee vacancies to be filled and the process for nominating Replacement Trustees.
- (ii) Includes consideration of, and voting on variations or other changes to this Charter, the notice will include a summary of the proposed changes and will state that a full copy of the proposed change can be obtained from the Secretary, and providing contact details for the Secretary.
- (b) How voting is to be conducted.

13. CONDUCTING A GENERAL OR SPECIAL MEETING

- 13.1 The number of Beneficiaries required to be at a General or Special Meeting in order to conduct the business of that meeting ("**Quorum**") is fifteen (15) Beneficiaries and a minimum of two (2) trustees present for the duration of the meeting.
- 13.2 If at the time and place appointed for such meeting or within one hour after such time, there is no quorum present, or if for any other reason a meeting cannot be held, the Trustees must fix another time and a place to hold the meeting within thirty (30) days and must give at least fourteen (14) days' notice of the meeting.
- 13.3 If at the new time and place, or within one hour after such time there is no second chance quorum of fifteen (15) Beneficiaries of this Trust present for the duration of the meeting, the meeting will lapse.
- 13.4 Where any Annual General Meeting ("AGM") lapses in accordance with clause 13.2 and 13.3, the financial accounts will be sent by the Chairperson to the Registrar of the Court as soon as possible, except in the case where copies of the reports have been sent to all Beneficiaries.
- 13.5 At any time before the time fixed for the General or Special Meeting, the Chairperson may postpone the meeting to some other time or may appoint some other place for the meeting, as the Chairperson sees fit, and notice of any such altered time and place must be given.
- 13.6 The Chairperson may, with the consent of the meeting, adjourn the meeting from time to time, or to such other time and place as the Chairperson sees fit.

13.7 At the AGM the Trustees will:

- (a) Present the Trustees' Annual Report which will include any relevant sub-committees/working parties or representative reports and progress towards achieving any relevant plans or programmes;
- (b) Present the Annual Financial Report in accordance with clause 8.1;
- (c) Undertake an election process to fill any trustee vacancies;
- (d) Appoint an auditor and solicitor, if such roles are required;
- (e) Select any sub-committees/working parties or representatives required to fulfil Marae duties in the coming year; and

Record of General and Special Meetings

13.8 The Trustees must keep a record of the General or Special Meeting ("Minutes") that accurately describes the events of the meeting.

13.9 The Minutes will be signed by the Chairperson of that Meeting and the Minutes will be confirmed at the next General or Special Meeting, as the case may be.

14. VOTING ON RESOLUTIONS AT GENERAL OR SPECIAL MEETINGS

14.1 The person who chairs the meeting must call for the Beneficiaries to vote on matters that are to be decided at the General or Special Meeting by majority vote ("**Resolutions**"). When a Resolution is passed it is the official expression of the Beneficiaries' views on each matter to which a Resolution relates.

14.2 When a Resolution is put to a General or Special Meeting for a vote by the Beneficiaries:

- (a) The Trustees must determine before a General or Special Meeting commences, which of the people attending the meeting are Eligible Voters and only those people are entitled to vote; and
- (b) Voting will be by a show of hands and the numbers for/against and any abstentions will be orally announced after each resolution and recorded in the Minutes.

PART D – TRUSTEES

15. NUMBER, TERM AND ELIGIBILITY OF TRUSTEES

15.1 The Trust must at all times have no less than four Trustees and no more than seven (7) Trustees.

15.2 To be eligible to be nominated as and serve as a Trustee, a person must:

- (a) Be an Adult Whānau Member;
- (b) Possess the skills necessary to fulfil their duties, roles and responsibilities as a Trustee under the terms of this Charter; and
- (c) Not disqualified from holding office by reason of clause 15.3.

15.3 The following persons are not eligible for election or appointment as a Trustee and may not hold office as a Trustee:

Criminal History

- (a) The person has been convicted within the last 5 years of an offence relating to fraud or dishonesty (whether convicted in New Zealand or overseas);
- (b) The person is currently subject to a sentence (within the meaning of section 4(2) of the Sentencing Act 2002) for an offence referred to in paragraph (a);

Personal Insolvency

- (c) The person—
 - (i) Is an undischarged bankrupt; or
 - (ii) Has made a proposal to creditors for the payment or satisfaction of debts under section 326 of the Insolvency Act 2006, and those debts remain outstanding; or
 - (iii) Is subject to a summary instalment order made under subpart 3 of Part 5 of the Insolvency Act 2006; or

- (iv) Is a debtor who is participating in the no asset procedure under subpart 4 of Part 5 of the Insolvency Act 2006;

Professional Incompetence

- (v) The person is disqualified by an order of the Court;
- (vi) The High Court has, within the last five (5) years, substituted a new trustee for the person under section 51(2)(a) of the Trustee Act 1956 after holding that the person has misconducted himself or herself in the administration of a trust;
- (vii) The person is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382, 383, or 385 of the Companies Act 1993;

Personal Incapacity

- (viii) The person is subject to a compulsory treatment order made under Part 2 of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (ix) The property, or any part of the property, of the person is the subject of a personal order or a property order made under the Protection of Personal and Property Rights Act 1988;
- (x) The property of the person is the subject of an order establishing a Kaitiaki Trust.

- 15.4 Each Trustee is appointed for a term of three (3) years ("**Term**") and must stand down at the end of the Term.
- 15.5 A Trustee who retires or is not re-elected continues to hold office until replaced or removed by order of the Court.
- 15.6 Should any casual vacancy arise as a result of a Trustee ceasing to hold office prior to the expiry of his or her Term, then that vacancy shall be filled by election at the next AGM, unless the number of trustees falls below four (4). In this situation, the casual vacancy will be filled at a Special Meeting called for that purpose and remains subject to order of the Court confirming the appointment.

- 15.7 Every retiring Trustee is eligible for re-election providing that they remain eligible under clause 15.2.

16. ELECTION OF TRUSTEES

- 16.1 The Trustees will be elected at an AGM or Special Meeting called for that purpose.
- 16.2 The notification to Beneficiaries about the process for the nomination and election of trustees will be in accordance with clause 12.
- 16.3 The process for the election of trustees including the nomination process will be at the sole discretion of the Current Trustees, but the Trustees must appoint an independent person to manage the voting and the election process at the AGM or Special Meeting.
- 16.4 Although the Trustees have the discretion to set the election process they must confirm in the notice of the election the process that will be followed for electing trustees.
- 16.5 All persons nominated to be Trustees must attend the AGM or SGM in person and must confirm in writing through the nomination process that they are eligible to stand as a trustee as required by clause 15 above.

17. REMOVAL OF TRUSTEES

- 17.1 Without limiting the jurisdiction of the Court, the Trustees by unanimous resolution (excluding the Trustees to be removed) may remove a Trustee who brings the Marae or Trust into disrepute or:
- (a) The Trustee is an undischarged bankrupt; or
 - (b) The Trustee is or will become incapable of carrying out his or her duties satisfactorily because of physical or mental illness or incapacity or prolonged absence or where he or she is subject to a property order under the Protection of Personal Property Rights Act 1988; or
 - (c) The Trustee has been absent for three (3) consecutive properly convened trustee meetings without reasonable excuse; or
 - (d) The Trustee is convicted of any offence whereby he or she is sentenced to prison and is still serving such sentence or is convicted of a criminal offence involving dishonesty.

- 17.2 If a resolution is passed as outlined above, the Secretary of the Trust will make an application to the Court to seek formal removal of the Trustee on the basis that a Trustee can only be removed by order of the Court.

18. TRUSTEE MEETINGS

- 18.1 In addition to the meeting requirements set out in Clause 17 of the Regulations attached as Schedule One:

- (a) The Trust must have a minimum of four (4) meetings per Financial Year;
- (b) The quorum for a trustee meeting will be one half in number of the Trustees validly appointed;
- (c) Any two (2) Trustees may at any time require the Chairperson to summon a meeting;
- (d) All Trustees must attend trustee meetings unless they have a reasonable excuse for their absence;
- (e) If the Trustees agree, a Trustee who cannot attend in person may do so by teleconference or other digital or electronic means, provided that they can and do remain in contact with the other Trustees at all times throughout the meeting;
- (f) The Trustees may conduct their entire meeting electronically via teleconferencing, Skype or linking of Trustees through any other means provided that there is a quorum and that all participants can hear every other participant taking part;
- (g) After being appointed by the Court, the Trustees must at their first meeting not only appoint a Trustee to be Chairperson as required by clause 17(e) of the Regulations but also appoint another Trustee to be the Secretary. The term of the Chairperson and Secretary is for three (3) years, but may be reviewed by the Trustees prior to each AGM;
- (h) Trustee meetings will be based primarily on a pre-prepared agenda, the preparation of which is the responsibility of the Chairperson. The other Trustees also have the right to submit items for inclusion on the agenda and should endeavour to submit items at the earliest opportunity;

- (i) Trustee meetings are held with the expectation that all Trustees have prepared for them adequately and will participate in all discussions at all times, in a manner that is consistent with behaviour that is considered acceptable.

19. GENERAL TRUSTEE POWERS

- 19.1 In addition to the powers conferred in the Regulations the Trustees will also have the following powers:

Marae Committee

- (a) The Trustees may establish a Marae Committee whose role is to manage the day to day affairs of the Marae. At least one Trustee will be appointed to the Marae Committee with the balance made up of Adult Marae Members and it will be up to the Marae Committee to run their affairs as they see fit, on the basis that they do not undermine the Charter, act in accordance with the tikanga and kawa outlined in the the Charter and report to the Trust through their appointed Chairperson by way of bi monthly written reports or as agreed between the Trust and the Marae Committee;
- (b) For the avoidance of doubt the Marae Committee is a committee established by the Trust and all income/expenditure/contracts/relationship agreements must be approved by the Trust in a way that ensures accountability and transparency, but allows the Marae Committee to manage the Marae in the best interest of the Beneficiaries and maintains the **KAUPAPA O RĀKAUTĀTAHI MARAE** as described in clause 3;
- (c) The Chairperson of the Marae Committee must ensure that a written report is presented at each AGM of the Trust outlining the activities of the Marae Committee for the previous year;

Policies and Plans

- (d) The Trustees may develop policies and plans to give better effect to the **KAUPAPA O RĀKAUTĀTAHI MARAE** and the provisions of this Charter. Compulsory policies that must be noted (as opposed to approved) at each AGM include:
 - (i) A communication policy;
 - (ii) A trustee performance review policy;

- (iii) A trustee training/development policy;
- (iv) A strategic plan (that must have had some input from the Beneficiaries)

20. INDEMNITY OF TRUSTEES

Indemnity of Trustees

- 20.1 Each Trustee or former Trustee is entitled to a full and complete indemnity from the Trust assets for any liability that Trustee or former Trustee may reasonably and properly incur or has reasonably and properly incurred, in any way, out of or in connection with that Trustee acting on behalf of the Trust.
- 20.2 For the avoidance of doubt, a Trustee is not entitled to the above indemnity where his or her liability is attributable to that Trustee's or former Trustee's own dishonesty, or to the wilful commission or omission by that Trustee or former Trustee of an act known by that Trustee or former Trustee to be a breach of trust or where that Trustee or former Trustees acted in reckless disregard of whether it was a breach of trust, or where such liability is not reasonable or has not been incurred with the authority of his or her co-Trustees.
- 20.3 The indemnity in clause 20.2 may not be met out of the Corpus Land of the Trust, except with the approval of the Court.

21. INSURANCE

- 21.1 The Trustees may purchase and maintain indemnity insurance to cover themselves, or any individual Trustee requiring cover, in respect of:
 - (a) Any actual or alleged liability attaching to a Trustee in respect of any negligence, default, breach of duty or breach of trust (other than where the actual or alleged liability arises out of an act or omission that either the Trustee knew to be a breach of trust or a breach of duty or was committed in reckless disregard of whether it was a breach of trust or a breach of duty);
 - (b) All costs, charges and expenses which may be incurred by the Trustee in connection with any actual or alleged liability; and
 - (c) All costs of a successful defence to proceedings (civil or criminal) against the Trustee.

22. EXPENSES, HONORARIA AND TRUSTEES' FEES

- 22.1 The Trustees are entitled to be reimbursed for Trustee's legitimate expenses and disbursements in acting as a Trustee which includes their reasonable travel and accommodation expenses in attending trustee meetings, General and Special Meetings, and in attending other meetings to transact the business of the Trust.
- 22.2 Each Trustee is entitled to an honorarium by way of trustee fee per meeting or per year as fixed at a General or Special Meeting. In fixing the honorarium, the Beneficiaries will have regard to the nature of the Trust's activities and in particular their commercial nature, the profitability of the Trust, the number of Trustees and the likely cost of such fees as a reasonable and viable part of the Trust's operation. The trustees must seek external advice on the level of the honorarium and place that advice before the Beneficiaries at the AGM or Special meeting for the purposes of fixing the honorarium.
- 22.3 All amounts paid to Trustees in the terms of clause 22.1 and 22.2 must be set out in the financial statements in accordance with clause 8.1(c) of this Charter.

PART E – MISCELLANEOUS

23. AUDITOR

- 23.1 If the Trustees are required to appoint an auditor, the auditor will present a report to the Beneficiaries on the financial statements examined by the auditor, at each General Meeting. The report will include:
- (a) Whether the auditor has obtained all required information to complete the report;
 - (b) Whether, in the auditor's opinion, proper financial statements have been kept by the Trustees; and
 - (c) Whether, in the auditor's opinion and according to the information provided to the auditor, the balance sheet and the profit and loss account recorded in the financial statements, are properly drawn up so as to give a true and fair view of the state of the Trust affairs as at the end of the Trust's financial year.
- 23.2 Notice of each General Meeting will be given to the auditor in accordance with clause 12.

- 23.3 Every auditor will have the right of access at all times to the books and papers of the Trust and will be entitled to require further information and explanations from the Trustees and officers of the Trust as the auditor thinks necessary for the performance of the auditor's duties.

24. REGISTER OF BENEFICIARIES

- 24.1 For the purposes of communicating with Beneficiaries and holding AGMs and Special Meetings, the Trustees will keep a register of the Beneficiaries.
- 24.2 The Trustees will use their best endeavours to ensure that the information contained in the register is at all times correct.

25. TRUST REVIEW AND REPORTS

- 25.1 The Trustees will on or before the tenth (10th) anniversary of the date of this Charter apply to the Court for a review of the Trust.
- 25.2 When the Court reviews the Trust the Court may by order:
- (a) Make directions to the Trustees as it thinks fit;
 - (b) Confirm the Trust Charter without variation;
 - (c) Vary the terms of the Trust Charter in such manner as it thinks fit; or
 - (d) Make an order terminating the Trust.
- 25.3 After the Court has conducted the review referred to in clause 25.1, it will fix the date by which the Trustees will next apply for a review. If the Court fails to fix such a date, the date will be ten (10) years after the date of the Court's review.

Court ordered reports

- 25.4 It is the Trustees' duty to comply with any direction by the Court to:
- (a) File a written report to the Court as directed; and
 - (b) Make themselves available to the Court for questioning on:
 - (i) The report;

- (ii) Any other matter that relates to the management, administration or performance of the Trust; and/or
- (iii) The performance by the Trustees of their trustee duties.

26. AMENDMENTS TO THE CHARTER

- 26.1 Subject to clause 26.5 the Charter may be amended by the passing of a resolution at an AGM or Special Meeting in accordance with clause 14.
- 26.2 Any changes proposed must be supported by a majority of Eligible Voters and the changes must not impinge the Act or Regulations.
- 26.3 The changes to the Charter take effect immediately following the AGM or Special Meeting where resolutions have been passed.
- 26.4 All changes will be incorporated into a single document with the existing provisions of the Charter.
- 26.5 The Trustees have the power to make typographical errors and cross referencing changes to Charter at an ordinary Trustee Meeting by unanimous resolution.

Communications

- 26.6 All communications respecting the Trust may be directed to the attention of the Secretary at the address below or such other address as is notified by the Trustees from time to time:

Address: c/ McCaw Lewis Lawyers, 1 London Street, PO Box 9348 Hamilton, 3240

SCHEDULE ONE

Reprint
as at 1 July 2013



Maori Reservations Regulations 1994 (SR 1994/57)

Catherine A Tizard, Governor-General

Order in Council

At Wellington this 11th day of April 1994

Present:

The Right Hon D C McKinnon presiding in Council

Pursuant to section 338(15) of Te Ture Whenua Māori Act 1993, Her Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby makes the following regulations.

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Note

Changes authorised by section 17C of the Acts and Regulations Publication Act 1989 have been made in this reprint.

A general outline of these changes is set out in the notes at the end of this reprint, together with other explanatory material about this reprint.

These regulations are administered by Te Puni Kōkiri.

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Regulations

- 1 **Title and commencement**
 - (1) These regulations may be cited as the Maori Reservations Regulations 1994.
 - (2) These regulations shall come into force on 23 May 1994.
 - 2 **Interpretation**
- In these regulations, unless the context otherwise requires,—
- the Act means Te Ture Whenua Maori Act 1993
- court means, as the case may require, the Maori Land Court or the Maori Appellate Court or both
- reservation means any land that is set apart as, or is deemed to be, a Maori reservation under section 338 of the Act

trustees means the body corporate or persons in whom a reservation is for the time being vested, by order of the court, and by which or by whom the reservation is administered.

3 Trustees

Any trustee for the time being appointed, by order of the court, in relation to any reservation,—

- (a) shall, subject to paragraphs (d) to (f), hold office, pursuant to, and in accordance with, the relevant order of the court, from the date of the order or from such other date as is specified in the order;
- (b) shall have, during the trustee's term as trustee, in addition to any powers and obligations at law, the powers and obligations contained in these regulations, except to the extent that such powers and obligations are varied by order of the court made at the time of the trustee's appointment, or at any later time;
- (c) shall exercise personally the office of trustee and shall have no power to delegate the office of trustee to any other person;
- (d) *[Revoked]*
- (e) may retire from the office of trustee upon giving notice to that effect to the court or to the other trustees;
- (f) may be removed from office by order of the court made at any time and shall cease to hold office from such time as the order shall specify;
- (g) shall, upon ceasing to hold the office of trustee, comply with any directions of the court in relation to the reservation and the trustee's office;
- (h) shall be eligible for reappointment unless removed from office by order of the court.

Regulation 3(d): revoked, on 11 April 2001 (with effect on 23 May 1994), by section 19(2) of Te Ture Whenua Maori Amendment Act 2001 Maori Land Amendment Act 2001 (2001 No 11).

4 Notice of appointment

The trustee or trustees of a reservation shall, on being appointed, give notice of the appointment—

- (a) 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; and
- (b) by giving such other, or additional, notice of the appointment as the court may direct at any time.

5 Display on reservation of permanent notice of reservation
The trustee or trustees of a reservation may display on the reservation a permanent notice that includes—

- (a) the name of the reservation; and
- (b) the name and address of each trustee; and
- (c) a statement that the trustees are the persons responsible, pursuant to an order of the court, for the administration of the reservation; and
- (d) a statement that any public activity or gathering on, or in relation to, the reservation may not be conducted without the authorisation of the trustee or trustees; and
- (e) particulars of any other activities or events that require the authorisation of the trustees before those activities or events may be conducted on the reservation; and
- (f) a statement of the requirements of the trustees in relation to applications for authorisation; and
- (g) the address to which applications made under regulation 10 should be made by an applicant for an authorisation.

6 Duty of trustees

It shall be the duty, at all times, of the trustees to act in good faith in the exercise of their powers under these regulations, and to administer the reservation in respect of which they are appointed—

- (a) in such manner as will promote the purposes for which the reservation is set apart; and
- (b) for the benefit of the persons for the time being entitled to the use and enjoyment of the reservation; and
- (c) in accordance with the Act and these regulations, and any order of the court in relation to the reservation.

7 Charter in respect of marae

- (1) Subject to subclause (2), where a reservation is a marae, the trustees of that reservation shall draw up, in agreement with the beneficiaries of the marae, a charter for the reservation, which charter may include provision for the following matters:
- (a) the name of the marae;
 - (b) a general description of the marae reservation (including a plan if appropriate);
 - (c) a list of iwi, hapu, or whanau (whichever is relevant) who are the beneficiaries of the marae reservation;
 - (d) the process for nominating and selecting marae trustees;
 - (e) principles to which the trustees will have regard in relation to the marae;
 - (f) the manner in which the trustees are to be accountable to the beneficiaries;
 - (g) the process by which conflicts between beneficiaries and trustees are to be resolved;
 - (h) the recognition of existing marae committees;
 - (i) the appointment by the trustees of 1 or more committees for the purposes of carrying out the day to day administration of the marae;
 - (j) the procedure for altering the charter;
 - (k) provision for the keeping and inspection of the charter;
 - (l) subject to the provisions of the Act or any regulations made under the Act, such other matters as the beneficiaries of the marae may require.
- (2) Where a reservation that is a marae is to be held for the common use and benefit of the people of New Zealand, the charter for the reservation shall, instead of being drawn up in agreement with the beneficiaries of the marae, be drawn up in agreement with the beneficial owners of the land.

8 Powers of trustees

The trustees of any reservation may, subject to any order of the court,—

- (a) authorise activities on the reservation by any person or class of persons;
- (b) issue permits in relation to any activity on a reservation:

- (c) apply to the court for any directions in relation to the administration of the reservation, and the powers and obligations of the trustees;
- (d) call meetings of interested persons in relation to the administration of the reservation;
- (e) appoint and employ, on behalf of the trustees, such advisers as the trustees think fit, for the purposes of enabling their better administration of the reservation.

9 Activities requiring prior written authorisation of trustees

- (1) The following activities on a reservation shall require the prior written authorisation of the trustee or trustees—
 - (a) the use of any building on the reservation;
 - (b) the promoting or holding of any hui, meeting, or other large gathering of persons within a reservation;
 - (c) the promoting or holding of any sports event, competition, or concert within a reservation;
 - (d) such other activities or events as the trustees may from time to time determine require the prior written authorisation of the trustees.
- (2) Nothing in subclause (1) requires the prior written authorisation of the trustee or trustees to be obtained in relation to the conduct on a reservation of a tangi hanga.

10 Application for authorisation

- (1) Any person who desires to promote or hold on any reservation any activity of the kind referred to in regulation 9(1) shall make a written application to the trustees.
- (2) The application shall state—
 - (a) the full name and address of the applicant;
 - (b) the particular activity for which consent is sought;
 - (c) the area of land, and the buildings, that it is proposed be used or occupied, in relation to the activity;
 - (d) the proposed date, and time of duration, of the activity;
 - (e) the numbers of persons which the applicant proposes might attend the activity and the arrangements the applicant proposes for admission to, and control of, the activity.

11 Power of trustees to request further information

The trustees may, upon receipt of an application to conduct an activity of the kind referred to in regulation 9(1), request further information from the applicant, and the trustees shall not be required to consider the application until the trustees have received that further information, and completed such inquiries, as the trustees may in their discretion require or consider appropriate.

12 Consideration and determination of application

(1) Subject to regulation 11, the trustees shall meet to consider and determine any application as soon as practicable.

(2) The trustees may—

- (a) adjourn consideration of the application until such date as they think fit (being a date not later than the date on which the proposed activity is to take place or begin); or
- (b) grant the application; or
- (c) grant the application, subject to such conditions as the trustees think fit; or
- (d) decline the application.

13 No obligation to give reasons for decision

The trustees shall not be obliged to give to any person any reasons in relation to the trustees' decision or requirements, made under regulation 11 or regulation 12, unless the trustees have been required by an order of the court to do so.

14 Meetings of persons interested in reservation

(1) The trustees may, if they consider it desirable, and shall, if required by order of the court, convene meetings of any persons interested in the reservation.

(2) Such meetings shall, subject to any order of the court,—

- (a) be held at the reservation or such other place as the trustees may think fit at such time, and for such duration, as the trustees may determine;
- (b) be chaired by a trustee, or a person nominated by the trustees;

- (c) be notified, if the trustees consider it desirable, by 14 days' notice being given by the trustees—
 - (i) in a notice published in a newspaper circulating in the district in which the reservation is situated; or
 - (ii) in a notice affixed at or near the notice referred to in regulation 5;
- (d) be conducted in such manner as the chairperson of the meeting shall direct.

15 Records and accounts

The trustees shall—

- (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.

16 Provisions applicable where trustee is body corporate

Where a body corporate is appointed trustee of a reservation, that trustee shall, subject to any order of the court,—

- (a) ensure that the trustee's decisions are made lawfully in accordance with the constitution of the body corporate by the board of directors or other committee of management of the body corporate;
- (b) keep such separate accurate records, books of account and minute books, in relation to the administration of the reservation, as are required to distinguish clearly the trustee's role as trustee from any other activities of the trustee.

17 Provisions applicable where trustees are not body corporate

Where the trustees are other than a body corporate as sole trustee, then, subject to any order of the court,—

- (a) the trustees shall convene and hold a first meeting of trustees within 30 days of their appointment:
- (b) the trustees shall otherwise meet for the dispatch of business at such times and places as the trustees consider appropriate:
- (c) no business shall be transacted at any meeting of the trustees unless a quorum is present:
- (d) where the number of trustees is 2 or 3, 2 shall constitute a quorum and, where the number of trustees is more than 3, a quorum shall consist of at least one-half in number of the trustees:
- (e) the trustees shall at their first meeting appoint one of their number to act as chairperson and that person shall remain in office until such time as the trustees appoint a new chairperson:
- (f) if the trustees are unable to agree as to the appointment of a chairperson, or for any other reason fail to appoint a chairperson, the court may appoint a chairperson to hold office for a specified term or until a new chairperson is appointed by the trustees or the court:
- (g) all questions coming before the trustees at any meeting shall be decided by a majority of the votes of the trustees present at the meeting:
- (h) at every meeting the chairperson, or, in his or her absence, some other trustee chosen by those present, shall preside; and the chairperson or presiding trustee shall have a deliberative vote and also, in the event of an equality of votes on any matter, a casting vote:
- (i) all proceedings and resolutions of the trustees, and proceedings of a meeting convened under regulation 14 or regulation 19, shall be recorded in a minute book to be kept by the trustees for that purpose.

18 Execution of documents

- (1) Except in the case of a deed or other document that is required to be signed by all of the trustees, any deed or other instrument to which the trustees are a party may be signed on behalf of the trustees by a majority of the trustees if the entry into and execution of the deed or other document has been authorised by a resolution of the trustees.
- (2) Where a deed or other instrument is signed in accordance with subclause (1) by a majority of the trustees, that deed or other instrument shall be as binding on the trustees as it would have been if it had been signed by all of the trustees.

19 Annual meeting

- (1) The trustee or trustees of a reservation shall, subject to any order of the court, call an annual meeting in each year, and give 21 days' prior notice of the time and place of the meeting—
 - (a) by publishing, in a newspaper circulating in the district where the reservation is situated, a notice giving particulars of that time and place; and
 - (b) by giving such other, or additional, notice of the time and place of the meeting as the court may direct at any time.
- (2) The annual general meeting—
 - (a) shall be open to the attendance of all beneficiaries or other persons for whose benefit the reservation is intended; and
 - (b) shall be chaired by a trustee, or a person nominated by the trustees; and
 - (c) shall be conducted in such manner as the chairperson of the meeting directs.
- (3) The trustee or trustees shall at the annual general meeting—
 - (a) outline the position of the reservation, including the matters undertaken by the trustees in the preceding 12-month period; and
 - (b) report generally on the trustees' proposals for the administration of the reservation during the next 12-month period; and

- (c) give to persons attending the meeting a reasonable opportunity to express their views in relation to the reservation.
 - (4) Nothing in subclause (3) limits the matters that the trustees may address at the annual meeting or obliges the trustees to prepare or distribute any particular written reports or material.
- 20 Trustee who ceases to hold office**
A person who ceases to hold office as trustee—
- (a) shall deliver to the remaining trustee, or to the court, all records and papers in the possession of, or under the control of, the trustee in relation to the reservation;
 - (b) subject to compliance with paragraph (a) and subject to paragraph (c), shall be released from any future liability as trustee in relation to the reservation;
 - (c) shall not be released, by virtue of ceasing to hold office, from any liability as trustee arising out of or in relation to actions or omissions of the trustee that occurred while that person was holding the office of trustee.
- 21 Inquiry into administration of reservation**
- (1) The court may at any time, upon application made to the court by any beneficiary or person whom the reservation is intended to benefit, conduct or order such inquiry into the administration by any trustee of a reservation, as the court thinks fit.
 - (2) No inquiry shall be conducted by the court unless—
 - (a) the applicant for such inquiry has filed with the court a statement, signed by the applicant, containing the detailed grounds upon which the applicant requires the inquiry; and
 - (b) the applicant has given to each trustee a copy of the application made to the court under subclause (1); and
 - (c) either—
 - (i) the court received a written statement, in relation to the application, signed by or on behalf of the trustees; or
 - (ii) the court has dispensed with compliance with subparagraph (i).

22 Activities committed in contravention of Act, regulations, or order of court

- (1) No person shall conduct any activity on a reservation, if the activity, or the manner, time, or duration of the activity, is in contravention of, or not permitted by,—
 - (a) the Act or these regulations or any order of the court, in relation to the reservation; or
 - (b) any authorisation for the time being given by the trustee or trustees of the reservation.
- (2) No person shall, without the prior written authorisation of the trustees of a reservation, conduct on that reservation any activity that requires, under these regulations, the prior written authorisation of those trustees.

23 Offences

- (1) Every person commits an offence against these regulations who, without lawful excuse, acts in contravention of, or fails to comply with, regulation 22.
- (2) Every person who commits an offence against these regulations shall be liable on conviction to a fine not exceeding \$10.

Regulation 23(2): amended, on 1 July 2013, by section 413 of the Criminal Procedure Act 2011 (2011 No 81).

24 Revocation

The Maori Reservations Regulations 1963 (SR 1963/210) are hereby revoked.

Marie Shroff,
Clerk of the Executive Council.

Issued under the authority of the Acts and Regulations Publication Act 1989.
Date of notification in *Gazette*: 14 April 1994.

**Te Ture Whenua Maori
Amendment Act 2001
Maori Land Amendment Act 2001**

Public Act 2001 No 11
Date of assent 10 April 2001
Commencement see section 2

1 Title

- (1) This Act is both—
 (a) Te Ture Whenua Maori Amendment Act 2001; and
 (b) the Maori Land Amendment Act 2001.
- (2) In this Act, Te Ture Whenua Maori Act 1993 is called “the principal Act”.

2 Commencement

This Act comes into force on the day after the date on which it receives the Royal assent.

19 Maori Reservations Regulations 1994

- (1) Subject to subsections (2) to (4), the Maori Reservations Regulations 1994 (SR 1994/57) are deemed to be, and to have always been, valid.
- (2) *Amendment(s) incorporated in the regulations.*
- (3) Despite subsection (2),—
 (a) the action of any person, in vacating office before the commencement of this Act, in accordance with regulation 3(d) of the Maori Reservations Regulations 1994, is deemed to be, and to have always been, valid;
 (b) the action of any person, in declining to vacate office in accordance with regulation 3(d) of the Maori Reservations Regulations 1994, is deemed to be, and to have always been, valid;
 (c) the action of the court, in appointing any person as a trustee of a Maori reservation in the place of a person who has, before the commencement of this Act, vacated office in accordance with regulation 3(d) of the Maori

Reservations Regulations 1994, is deemed to be, and to have always been, valid.

- (4) Despite subsections (2) and (3), a trustee of a Maori reservation who has, before the commencement of this Act, vacated office in accordance with regulation 3(d) of the Maori Reservations Regulations 1994 is not entitled, and is deemed never to have been entitled,—
- (a) to be reinstated in office; or
 - (b) to receive any compensation for loss of office by reason of his or her vacation of office in accordance with regulation 3(d).
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