



**Potahi Marae Trustees**  
PDC Te Kao, RD 4, Kaitaia, 0484

**POTAHI MARAE CHARTER**

**BACKGROUND**

**A** Pursuant to Section 439(7) of *Maori Affair Act 1993* the Maori freehold land known as **Te Kao 71D2 / 71D3** was set aside as a **Maori Reservation** for the purpose of a **Marae**. Gazetted in the New Zealand Gazette No 53 page 1575 issued 3<sup>rd</sup> day of September 1970 the reservation is commonly known as **POTAHI MARAE**.

As stipulated pursuant to Section 338 (17) of *Te Ture Whenua Maori Act 1993*,  
*"All Maori Reservations set apart under the corresponding provisions of any former Act and subsisting at the commencement of this Act shall be deemed to be Maori Reservations made under this section"*

**B** Pursuant to Section 439(7) of *Maori Affair Act 1993* OR Section 338 (7) of *Te Ture Whenua Maori Act 1993*, the Maori Land Court, Hamilton vested the Maori Reservation in trustees as evidenced by the copy of the Maori Land Court Order/s attached hereto, herein called **Responsible Trustees, Trustees or Trustee Body**, in trust to hold and administer the same for the benefit of Te Aupouri ki te Kao.

**C** The Trustees and Beneficiaries of the reservation have reached agreement as to the terms of a Charter under which the powers and responsibilities of the trustees are recorded for the effective and efficient administration of **POTAHI MARAE**.

**NOW THEREFORE IT IS RECORDED AS FOLLOWS:-**

**1** **Charter Document:**

Notwithstanding Clause 5 hereunder, this document shall be the Charter of **POTAHI MARAE** and set out in Clauses, the functions and responsibilities of the marae trustees, further providing guidelines for any sub-committees and beneficiaries of the reservation.

**2** **Name:**

The name of the Reservation shall be more commonly known as **POTAHI MARAE**.

**3** **Beneficiaries:**

The beneficiaries of the POTAHI MARAE are Wheeru and Te Ikanui together with all their descendants.

**4** **Address for Service:**

The physical address for proceedings and service concerning POTAHI MARAE is State Highway 1, Te Kao

\* All postal mail should be forwarded to:

The Secretary  
Potahi Marae Trustees  
PDC Te Kao  
Kaitaia 0484

**5**      **Legislation:**

The rights and responsibilities of the Marae Trustees and the Reservation beneficiaries shall at all times be subject to the provisions of Te Ture Whenua Maori Act 1993 and subsequent amendments, the Maori Reservations Regulations 1994, any order issued by the Maori Land Court in relation to the operation of the reservation and to the general law of New Zealand.

**6**      **Objects of the Trust:**

The objects of the Trust shall be to administer and preserve **POTAHU MARAE** for the benefit of the beneficiaries and to apply any income received in relation to the Marae, for the purposes of promoting health, social, cultural and economic welfare, education and vocational training and general advancement in the life of the beneficiaries.

**7**      **Functions and Powers of Responsible Trustees:**

The Marae shall be administered by Trustees who have been duly elected by beneficiaries at an Annual general Meeting and further ratified by order of the Maori Land Court. They will hold office in accordance with the following provisions:

- (a) To hold and administer the land and all monies derived there-from within the limitations of the provisions provided herein.
- (b) To manage and hire any facilities situated on the land. The following activities on the reservation shall require prior written authorisation of the Trustees
  - (i) The use of any building, facility, property or service of the Marae.
  - (ii) The promoting or holding of any hui, meeting or other large gathering of persons within the Marae (including sports, competition or concert events).
- (c) Nothing in sub clause (b) requires the prior written authorisation of the Trustees to be obtained in relation to the conduct of a tangihanga.
- (d) To be Kaitiaki of the Marae and all its facilities.
- (e) To be conveyors of Marae protocol, kawa and tikianga.
- (f) In case of any conflict or dispute within the reservation, to be the arbiters of any such conflict or dispute providing a resolution is affirmed by a majority within the Trustees Body.
- (g) To invest and use the funds of the Marae as follows:
  - (i) To maintain any real or personal property of the Marae for improved facilities and enhancement of service.
  - (ii) To acquire by purchase, hire, lease or otherwise any further real or personal property or business of whatsoever kind provided that if it is for the benefit of the Marae.
  - (iii) To assist any charity or charitable purpose for the enhancement of the Marae.
  - (iv) To engage in, prosecute, defend and otherwise take any legal action or proceedings on behalf of the Marae and for the purpose to expend such monies to employ solicitors, counsel and other advisors as the Marae Trustees may think necessary. Furthermore, the Trustees are expected to utilise this provision in cases of misappropriation of the Marae unless traditional procedures are applied.

- (v) To apply, join and affiliate with any person or other organisation for the benefit of the Marae providing this affiliation is endorsed at an Annual General Meeting or at a Special General Meeting of beneficiaries.
- (vi) To apply for and acquire any licences, permits or orders necessary for the operation of the Marae.
- (vii) To open and operate any Bank accounts as necessary for the functions of the Marae.
- (h) To manage, control, maintain, hire, or lease any real or personal property of the Marae provided that there shall be no power to sell or dispose of the land or part there of other than by way of mortgage or charge over the land and provided that such powers are subject to restrictions on alienation imposed under Section 338 of Te Ture Whenua Maori Act 1993 ie;

\*Section 338 (12)

*"The Trustees in whom any Maori Reservation is vested may, with the consent of the Court, grant a lease or occupation licence of the Reservation or any part of it for any term not exceeding 14 years, upon and subject to such terms and conditions as the Courts thinks fit."*

\* Section 338 (13)

*"The lease granted pursuant to subsection (12) of this section for the purposes of education or health may, notwithstanding anything in that subsection, be for a term exceeding 7 years and may confer on the lessee or licensee a right of renewal for one or more terms."*

- (i) To borrow or raise money by any means and upon such conditions as the Trustees may think fit providing no illegal activities are taking place with affiliation to the reservation. The Trustees are to endorse and oversee all fundraising for the marae prior to commencement ensuring that ventures are operation upon consent (permit) of the proper authorities.
- (j) Subject to any Order of the Maori Land court and notwithstanding *Clause 13* herein, the Trustees shall hold an Annual General Meeting in each year and shall provide at such times;
  - (i) An Annual Report of the preceding 12 months
  - (ii) A proposed Annual report of the forthcoming 12 months
- (k) The Trustee Body shall convene on the date of the Annual General Meeting of each year, before commencement of the said meeting and upon conclusion of the same to ensure that administrative functions are seen to.
- (l) The Trustee Body may delegate any of the above powers to any other person or persons provided that these delegated powers are overseen by the Trustee Body and it is further understood that the Trustee Body is held accountable for any misappropriation regarding delegated powers.

**8 Requirements of Marae Trustees:**

(a) The Trustee Body shall consist of to a maximum of ten (10) Trustees. Such persons should include:

- A person who has proved to act in good faith being honest and diligent

OR

- A person of standing on the Marae, knowledgeable in matters of kawa and tikianga

OR

- A person with such financial, administrative, personal skills, technological, legal or other skills and attributes

OR

- Any person who has demonstrated any or all of the above characteristics

(b) A Trustee shall hold office from the date of appointment by way of Order of the Maori Land Court and shall not be recognised as such until the Order is pronounced.

(c) Notwithstanding *Clause 17* herein, a Trustee shall cease to hold office at the conclusion of the third (3<sup>rd</sup>) Annual General Meeting held during the Trustee's term as Trustee unless otherwise appointed by the Maori Land Court for a longer term, therefore a Trustee's term of appointment shall be considered by the beneficiaries at the Annual General Meeting at which they are elected an agreed upon prior to application to the Maori Land Court for official confirmation.

**9 Trustee Body Meetings:**

The Marae Trustees shall meet at least every FOUR (4) weeks and as otherwise scheduled. The quorum shall be five (5) Trustees.

**10 Marae Committee:**

(a) It is recorded that the existing Marae Committee be recognised by any interested parties as a sub-committee of the Trustee Body, functioning in relationship to the administration and day to day operation of the Marae and that they act upon delegation of particular powers and duties as provided by the Trustee Body.

(b) The Marae Committee shall consist of the following positions:

\* Chairperson

\* Secretary

\* Treasurer

(c) It is not a requirement for the Secretary to be a Responsible Trustee nor a beneficiary of the Marae. Taking into consideration their official duties, it is acceptable that individuals of expertise and ability be appointed.

(d) The Chairman and Treasurer of the Marae Committee are to be elected from the Trustee Body, thus providing direct accountability to the same regarding any managerial and financial administration of the Marae.

- (e) Officers of the Marae Committee shall be elected by a Special General Meeting called for that purpose, at which time their term of office shall also be determined. An officer may be removed from the Committee upon majority vote at a Special General Meeting, called for that purpose.

## **11 Duties of the Marae Committee:**

The Marae Committee may co-opt assistance from beneficiaries;-

### **11.1 General:**

- (a) To prepare the Marae for all Hui, including but not limited to:
- (i) Use for beneficiaries or members of the public of any facilities on the Marae
  - (ii) Tangihanga
  - (iii) School visits
  - (iv) Inter Marae visits
  - (v) Cultural exchanges
  - (vi) Sports festivals
  - (vii) Celebrations, Functions and Entertainment
- (b) To organise catering, provisioning, cleaning, transportation and entertainment for the Marae
- (c) To maintain that Marae grounds and facilities ensuring that the same is kept in a clean and tidy condition.
- (d) To manage/monitor the Social and Fundraising activities of the Marae.
- (e) To perform such other functions as may be authorised/delegated upon consent of the Trustee Body.

### **11.2 Specific:**

#### **(a) Chairperson**

- (i) Notwithstanding *Clauses 7 & 8* herein as bestowed upon a Responsible Trustee, the Chairperson shall chair all meetings whether they be meetings of Beneficiaries or Trustees.
- (ii) At the Annual General Meeting, the Chairperson shall submit;
  - An Annual report of the preceding twelve (12) months regarding the Marae affairs duly provided by the Trustee Body for acceptance of the Beneficiaries.
  - A proposed Annual Report of the Marae affairs as drafted by the Trustee Body regarding the forthcoming twelve (12) month period for acceptance of the Beneficiaries.
- (iii) The Chairperson shall be the Marae official spokesperson on all matters concerning the Marae, in the dealings with the press and/or other News media.

- (iv) Should the occasion arise, either due to absence or otherwise whereby any of the Marae Committee officers are temporarily unable to fulfil their obligations, notwithstanding *Clause 8 subsections (b) & (c)* herein, an appointment by the Chairperson shall be recognised in a 'relieving' capacity until such time as the designated officer resumes his/her duties.
- (v) If any position is vacated by a Marae Committee officer, notwithstanding *Clause 8 subsections (b) & (c)* herein, an appointment by the Chairperson shall be recognised in an 'acting' capacity until such time as the Trustees convene to elect a replacement.

**(b) Secretary**

- (i) The secretary shall, call all Annual General Meetings as scheduled by the Trustee Body and give **TWENTY-ONE (21) clear days** prior notice of the time and place of the meeting –
  - By publishing, in a newspaper circulating in the district where the Reservation is situated, a notice giving particulars of that time and place; and
  - By providing written notice of the same to each Trustee of the Marae.
- (ii) The Secretary shall call a Special General Meetings as otherwise scheduled by the Trustee Body and give **FOURTEEN (14) days** prior notice of the time and place of the meeting –
  - By publishing, in a newspaper circulating in the district where the Reservation is situated, a notice giving particulars of that time and place; and
  - By providing written notice of the same to each Trustee of the Marae.
- (iii) The Secretary shall call all Trustee meetings as scheduled by the Trustee Body other than those convening on the date of the Annual general Meeting of which **FOURTEEN (14) clear days** notice shall be given in writing to each Trustee of the Marae.
- (iv) The Secretary shall upon consultation from the Trustee Body, provide an Agenda prior to the commencement of any meeting, whereby there is reasonable opportunity for the respective forum to view the same.
- (v) The Secretary shall keep correct Minutes of all General Meetings and all Trustee meetings and shall forthwith distribute copies of the said Minutes to each Trustee within two (2) weeks from the date the meeting took place. At the commencement of any meeting, the Secretary shall read the Minutes of the previous meeting for acceptance of the relative forum.
- (vi) The secretary shall ensure that a list of Beneficiaries and Trustees in attendance of nay meeting is compiled and attached to the respective Minutes of that meeting.
- (vii) The Secretary shall receive, dispatch, file and supervise all documents, records and communications regarding the Reservation, or copies thereof, for report and/or inspection at the next meeting of Trustees.

- (viii) The Secretary shall provide for the safekeeping of the Marae Charter, maintaining any amendments to the same. The Secretary is required to keep an up to date schedule, listing the Marae Committee appointments, their contact details and their appointment. A copy of the aforementioned Charter, any amendments and the schedule, listing the Marae Committee, is to be made available for inspection on the Marae at all reasonable times.
- (ix) The Secretary shall file any application to the Maori Land court or any other relative agency, on behalf of the Trustees Body as required in relation to the Reservation and shall act as applicant ensuring that all correspondence is strictly monitored in accordance with *Clause 11.2 (b) (vii)* above. Application to the Maori Land Court for ratification of Trustee Body appointments or removals must be lodged within **TEN (10) working days** of the respective meeting or as soon as reasonably possible to comply with this provision.

(c) **Treasurer**

- (i) Notwithstanding *Clauses 7 and 8* herein as bestowed upon a Marae Trustee, the Treasurer shall be responsible to receive all monies due to the Marae and to pay all debts contracted by the Marae.
- (ii) All monies received by the Treasurer on behalf of the Trust shall forthwith be paid to the credit of the Trust's bank account/s. All payments from the Trust bank account/s shall first be approved at a meeting of Trustees. All authorised signatories on cheques and withdrawal slips drawn on the Trust bank account/s shall be held by the Treasurer and one (1) other Trustee or Officer as ratified by the Trustee Body.
- (iii) The Treasurer shall generally keep a full and accurate account of the Financial transactions of the Marae and shall have the same, present at all Trustee meetings for report and/or inspection
- (iv) The Treasurer shall submit an audited set of Financial accounts to the Annual General Meeting. The accounts of the Marae shall be audited by an Auditor as appointed each year at the Annual General Meeting and shall be a member of the New Zealand Society of Accountants.
- (v) All accounts payable by the Marae shall be submitted to the Trust Body at Trustee meeting and shall be approved and passed for payment by the same.
- (vi) The Treasurer shall do and perform all such other lawful duties as may usually pertain to the office of Treasurer.

**12 Marae Committee Meetings:**

The Marae Committee shall meet as often as necessary. **The quorum shall be all THREE (3) officers.**

**13 Rights of the Beneficiaries at General Meetings:**

- (a) All beneficiaries of the Marae shall be entitled to attend and speak at any General Meeting of the Reservation.
- (b) All beneficiaries who have attained the age of nineteen (19) years of age shall be entitled to vote either in person or by proxy at any General Meeting of the Marae.

**14 General Meetings:**

(a) **Annual General Meeting**

- The Trustees shall hold an Annual General Meeting in each year of which TWENTY (21) clear days notice is issued and that must be held within TWO (2) months of the end of the Financial year.
- The Financial year being from July until June 30<sup>th</sup> of the following year
- The physical presence of ten (10) Beneficiaries entitled to vote at any General Meeting shall form a quorum
- All Responsible Trustees must be in attendance unless an apology has been received.

(b) **Special General Meeting**

- A Special General Meeting of the Marae of which FOURTEEN (14) clear days notice shall be given, shall be called as and when required by the Trustee Body.
- The physical presence of ten (10) Beneficiaries entitled to vote at any General Meeting shall form a quorum.
- All Responsible Trustees must be in attendance unless an apology has been received.

(c) **Notification**

- No failure by the Trust Body to notify every single Beneficiary who is entitled to receive notification of any General Meeting shall invalidate the procedures undertaken or decisions reached at such meetings, provided there has been reasonable compliance with these provisions.

**15 Chairperson's Vote:**

At all official meetings of the Marae, whether General or Trustee meetings, the Chairperson show of ruling shall be final, shall have deliberative vote and in the event of quality voting, a casting vote.

**16 Mode of Voting:**

- (a) Subject to voting by proxy, the mode of voting at all meetings of the Marae shall be on voices or by show of hands and the declaration of the Chair that any resolution has been carried, shall be deemed conclusive evidence of that fact unless a poll is demanded immediately following such declaration. All elections of Trustees at General Meetings, where nominations exceed the total number of vacancies, shall be by secret ballot.
- (b) The instrument which appoints a proxy must be in writing and be signed by the appointer or by his



attorney who is authorised writing. The person appointed as proxy need not be a Beneficiary or Trustee of the Marae. The instrument which appoints a proxy must be handed to the Secretary before the commencement of the respective meeting.

#### **17 Removal of Responsible Trustee/s:**

(a) Notwithstanding *Clause 8 subsection (c)*, a Trustee may be removed from Office should the Beneficiaries of the Marae and the Maori Land Court be satisfied that;

- (i) The Trustee has failed to carry out the duties of a Trustee satisfactorily, or
- (ii) Because of lack of competence or prolonged absence the Trustee is or will be incapable of carrying out those duties satisfactorily.

(b) The Trustee Body of the Marae, subject to ratification of the Maori Land Court, may be removed

As a body or individually, notwithstanding the provisions herein regarding notice of General Meetings and quorums, by the votes of at least two thirds of the Beneficiaries present at a Special General meeting called for that purpose. In the case of such removal, the Chair for the time being shall forthwith call for nominations to fill the vacancy or vacancies as the case may be and an election shall be held forthwith if nominations received exceed the numbers of positions available.

The Trustee Body as then constituted shall, subject to ratification by the Maori Land Court, carry on the business of the Marae.

#### **18 Alteration to the Charter:**

The provisions of this Charter shall not be altered, amended or rescinded except by Order of the Maori Land Court. Application will not be made regarding alteration unless a resolution supported by the Trustee Body, notwithstanding the provisions herein regarding notice of General Meetings and quorums, together with at least two thirds of the Beneficiaries present and voting at an Annual General Meeting or Special General Meeting called for that purpose.