

# Moteo B2G2 Reserve

## Ko ta matau tūmanako - Mission Statement

*He whakapai i te marae kia ea ai ngā wawata a te hapū - to ensure our Hapu issues are always to the forefront in relation to existing and future policies for our Marae.*

*Mo ngā whakatipu ranga kei te heke mai -*

*For our future generations: Decisions we make today, benefit those of the future.*

## Charter

### 1. NAME

1.1 Moteo B2G2 Reserve Trust (known as Moteo Marae), is governed by Te Ture Whenua Maori Act 1993 and amendments and is registered with The Department of Internal Affairs Charities Services, as a Charitable Trust No CC43677.

1.2 The Trust shall be governed by a Board of Trustees comprising the Trustees. The Trustees of the Reservation shall administer the affairs of Moteo Marae and be governed by and construed in accordance with the laws of New Zealand.

### 2. LOCATION OF ENTITY

2.1 Moteo Marae (*pictured below*) is situated on the western side of Moteo Marae Road. The physical address of Moteo Marae is 48 Moteo Marae Road, RD3 Napier, Hawke's Bay 4183.



### **3. WHAKAPAPA**

Ko Tuhirangi te Maunga

Ko Tūtaekurī te Awa

Ko Takitimu te Waka

Ko Ngāti Kahungunu te Iwi

Ko Ngāti Hinepare, Ngāti Mahu, Ngai Tāwhao nga Hapu

Ko Moteo te Marae

Ko Rangimarie te Wharenui

Ko Hamuera te Wharekai

Ko Paora Kaiwhata te Tangata

### **4. BENEFICIARIES OF THE MARAE**

4.1 The beneficiaries of Moteo Marae are the descendants of three principal hapū within the Ahuriri and Heretaunga rohe namely Ngāti Hinepare, Ngāti Mahu and Ngai Tāwhao.

4.2 The Trustees are committed to inspire beneficiaries to reach their full potential.

4.3 The Trustees shall work co-operatively with beneficiaries in the rangatahi (youth) development area and maintain the highest standards of professionalism and integrity.

4.4 For the health and safety of our beneficiaries, Moteo Marae buildings and Atea, shall be SMOKE FREE.

### **5. TRUSTEES**

5.1 Moteo Marae including the Marae complex and urupā, shall be administered by the Trustees nominated at the annual general meeting and appointed by Order of the Maori Land Court.

5.2 An appointed Trustee needs to be a 'worthy appointee' and shall not be someone who is or has been - bankrupt, imprisoned, convicted of a crime involving dishonesty, under mental disability, known to the court to have been guilty of misconduct in the administration of a trust, involved with a corporation that is in liquidation or is no longer in business.

5.3 Moteo Marae shall comprise seven (7) Trustees at any given time, who will remain Interim Trustees until appointed and confirmed by Order of the Maori Land Court.

5.4 Each Trustee present at a meeting shall be entitled to one (1) vote. A quorum of four (4) Trustees shall be required at every Trustees meeting. If a meeting of Trustees takes place with four (4) Trustees, the four Trustee votes required to pass any resolution, shall be unanimous.

5.5 At any given time, the Trustees may co-opt members who shall not have voting rights.

5.6 All Trustees shall serve a term of three (3) years unless a Trustee ceases to hold office or resigns. A Trustee shall be eligible for re-appointment after three years, unless removed from office

by Order of the Maori Land Court. Any re-appointment must be nominated and seconded at an annual general meeting or a special general meeting held specifically for such purpose.

5.7 All Trustees shall be of Ngāti Hinepare, Ngāti Mahu or Ngai Tāwhao descent and aged twenty (20) years and over.

5.8 Trustees may appoint and/or employ on behalf of the Trustees, any adviser/s or contractor/s that may enable better administration of Moteo Marae from persons outside Ngāti Hinepare, Ngāti Mahu, Ngai Tāwhao descent, providing they possess the skills and/or abilities to carry out such duties.

5.9 The Trustees shall ensure that all financial legislative requirements i.e. tax returns, reports, declarations, notices, certificates, receipts, information required by the Inland Revenue Department and Department of Internal Affairs – Charities Services, are prepared and filed annually so as to allow the Trust to retain its agreed status for taxation purposes.

## **6. NOMINATION AND ELECTION OF TRUSTEES**

6.1 A Trustees nomination must be in writing on the correct form obtainable from the administrator. Any nomination must have a seconder and be received by the administrator before the general meeting commences. Nominations may be taken from the floor of the meeting before election commences, should vacancies still exist.

6.2 Each nomination form must be completed and signed by the nominated person giving their consent to the nomination and also signed by the person making the nomination, who must be of Ngāti Hinepare, Ngāti Mahu or Ngai Tāwhao descent.

6.3 A beneficiary may record a 'vote of no confidence' in any Trustee nomination. If a meeting fails to elect seven (7) Trustees, then a special general meeting shall be called at the first available opportunity to fill the remaining vacancies.

6.4 Where the number of valid nominations received exceeds the number of vacancies, selection shall be by majority vote at the meeting. A show of hands is acceptable, but if a secret ballot is requested by any beneficiary present at the meeting who is entitled to vote, then the election shall be by secret ballot.

6.5 Persons entitled to vote for the election of Trustees are beneficiaries who are aged eighteen (18) years and more.

6.6 The Trustees shall endeavour to make the Marae complex available to members of Ngāti Hinepare, Ngāti Mahu or Ngai Tāwhao and anyone else who may wish to use the Marae facilities and are prepared to make an appropriate contribution towards the cost of operating the facilities.

6.7 The Trustees will operate the Moteo Marae Reservation in a manner which is beneficial to the whole community. The Trustees will endeavour to act in a manner which is consistent with Section 218 of the Te Ture Whenua Maori Act 1993.

6.8 The Trustees will also undertake to support initiatives, similar to those contained in Section 218 of the Te Ture Whenua Maori Act 1993, within the wider community and providing that all such initiatives are charitable according to the laws of New Zealand.

6.9 All aims and objectives are limited to within New Zealand.

## **7. POWERS AND RESPONSIBILITIES OF THE TRUSTEES**

7.1 Trustees shall carry out statutory responsibilities imposed upon them by Section 338 of the Te Ture Whenua Maori Act 1993, the Maori Reservations Regulations 1994 and their amendments and The Charities Act 2005 and amendments.

7.2 The Trustees shall elect a Chairperson, Administrator and Minute Secretary. If the Chairperson or Minute Secretary fails to attend any meeting, the attending Trustees shall appoint a temporary Chairperson and/or Minute Secretary for that meeting.

7.3 The Trustees shall open and maintain such current or other accounts at such banks in a manner as determined by the Trustees. The account must be opened and signed by a minimum of three (3) Trustees. At least two (2) signatories shall authorise any withdrawal or cheque payment. Those two (2) signatories shall be the Administrator and one other Trustee with signing authority. At the end of the Trustees term, the outgoing Trustee/s shall be removed from the bank account and the new Trustee/s shall add their name/s.

7.4 The Administrator shall provide a detailed and accurate Statement of the Trust's financial position at every annual general meeting.

7.5 The Minute Secretary shall keep an accurate and up-to-date record of all Trustee meetings. These minutes shall be available for inspection by any beneficiary.

7.6 The Chairperson shall provide a detailed report of the Trustee's activities at every annual general meeting.

7.7 For health, safety and fire issues, the Trustees shall have the power to make rules and regulations governing the use of the Moteo Marae complex and urupā.

7.8 Prior authority of the Trustees is required before the following activities can take place at the Marae Complex: the use of any building on the reservation, the promotion or holding of a hui, meeting, or other large gathering of people, the promotion or holding of a sports event, competition or concert, other activities or events as decided upon by the Trustees.

7.8.1 Prior written consent is not needed for Tangihanga.

7.9 Trustees shall safeguard all taonga and ensure that tikanga is observed at all times on the Marae and in the Urupa.

## **8. TRUSTEE LIABILITY**

8.1 The Trustees are chargeable respectively, only in respect of the money they actually receive.

8.2 The Trustees are each answerable and responsible respectively, only for their own acts, receipts, omissions, neglects and defaults they actually received, and not for those of each other or any other person with whom Trustee money is properly deposited.

8.3 No Trustee shall be liable personally for loss, fraud, the maintenance, repair or insurance of any charges on the Marae.

8.4 No Trustee shall be bound to take any proceedings against another Trustee or Trustees for any breach or alleged breach of trust committed by such Trustee/s.

## **9. URUPA BURIAL PLOTS**

9.1 Burial plots in the urupā shall be made available to all members of Ngāti Hinepare, Ngāti Mahu or Ngai Tāwhao descent, their parents, children, past or present partners of any affected beneficiary who should give their consent. Full details of the deceased must be provided to the Trustees to enable the burial plots and files to be kept up to date.

9.2 Burial plots may be made available at the discretion of the Trustees to any other persons having a close affiliation to Ngāti Hinepare, Ngāti Mahu or Ngai Tāwhao and/or their community.

9.3 Consultation about the burial site should take place with appropriate whanau members, Marae Kaumatua and grave digger personnel, before interment takes place. There are areas within the urupā that need to be left available for access to existing grave sites.

## **10. RULES AND REGULATIONS**

The Trustees shall comply with the Rules and Regulations as set down in the following:

10.1 Te Ture Whenua Maori Act 1993 and amendments

10.2 The Maori Reservations Regulations 1994 and amendments

10.3 The Health and Safety Act 1992 and Regulations 1995

10.4 The Fire Service Act 1975 and Regulations 1992

10.5 Internal Affairs - Charities Services, The Charities Act 2005 and amendments,  
Financial Reporting Act 2013

10.6 The Inland Revenue Department Income Tax Act 2004

## **11. AIMS AND OBJECTIVES**

11.1 All aims and objectives are to be limited to within New Zealand, to set up a fully functional Marae complex for the following objectives:

- 11.2 For advancement of education and sport
- 11.3 For advancement of health and wellbeing
- 11.4 For advancement of religion
- 11.5 For the care of the aged, youth and rangatahi

## **12. FINANCE**

12.1 All income received, shall be receipted and banked into the approved bank account/s by the Administrator. In order to obtain tax exemption status, the Trust must apply its funds wholly or principally to its Charitable purpose.

12.2 Every item of expenditure shall be voted on by the Trustees and documented in the minutes of that meeting. The Administrator shall be given authority and approval to make payment/s by cheque of accounts payable due by the 20<sup>th</sup> of each month, with the authorised signatories.

12.3 A special general meeting shall be called for any urgent or significant money matters which may arise, over the value of one thousand dollars (\$1000.00).

12.4 The financial management of the Marae shall be the responsibility of the Trustees.

12.5 Up to three (3) months before an annual general meeting, all financial accounts shall be given to an external auditor or chartered accountant. The resulting audit or review shall be presented at the next annual general meeting.

12.6 No Trustee shall mortgage any Marae land or property.

12.7 No individual shall make any private pecuniary gain from the Trust or its activities.

12.8 In the event of the misappropriation of funds by a Trustee, legal action shall be taken.

## **13. ANNUAL GENERAL MEETINGS**

13.1 The Trustees shall give fourteen (14) days' notice of any annual general meeting. That notice shall be advised via digital and social media within the district where the Reservation is situated or by email and/or pānui (newsletter) or via the Marae's website.

13.2 The annual general meeting of the Moteo B2G2 Reserve shall be held within six (6) months of the balance date, at which time the following matters on the agenda shall be dealt with:

13.2.1 Apologies

13.2.2 Minutes of the Previous Annual General Meeting

13.2.3 Matters arising from the Minutes of the previous Annual General Meeting

13.2.4 To receive and adopt the Chairman's Report

13.2.5 To receive and adopt the Annual Report and Financial Statements

13.2.6 To Nominate, Elect and Confirm Trustees

13.2.7 To Nominate, Elect and Confirm Te Taiwhenua Representative/s

13.2.8 To appoint an Auditor/Chartered Accountant

13.2.9 Business

13.2.10 General Business

Notice of Items for General Business must be received by the Administrator a minimum of seven (7) clear days before the AGM date. Any general business not on the Agenda shall not be discussed.

## **14. GENERAL MEETINGS**

14.1 Beneficiaries and co-opted members who are not Trustees, shall be entitled to attend any meeting of the Trustees, but shall have no voting rights.

14.2 Any beneficiary may apply in writing to the administrator to view any records or financial accounts held by the Trustees. The Trustees shall within fourteen (14) days of receiving such a request advise the beneficiary of an appropriate time and place for inspecting such documents. If a 'hard copy' of any document is required, a photocopy fee shall apply per document.

14.3 All meetings of the Trustees shall be carried out in accordance with the Maori Reservations Regulations 1994 and may be held either monthly or bi-monthly as required.

14.4 The administrator will ensure that all Trustees are notified of the meeting either verbally, electronically or in writing. A Trustee may participate in a meeting by telephone or other form of communication and not be physically present. Any such meeting shall be deemed to be held at the place specified in the notice of meeting, or where the chairperson is located.

14.5 The Minute Secretary will ensure that a minute book or equivalent is maintained for each Trustees meeting and records all those present, all decisions made by Trustees and other matters discussed at the meeting.

14.6 All decisions will be decided by consensus, or otherwise by a majority vote of hands if a consensus cannot be reached. If voting is tied, then the motion will be lost. Each Trustee present shall be entitled to one (1) vote. The chairperson shall have an original vote as well as a casting vote in the event of a tie or equality of votes.

14.7 If any Trustee has or may have a conflict of interest (as determined by the Trustees), the Trustee shall declare their interest in the Minutes and may participate in the deliberations affecting the matter but shall not vote on such matter and shall leave the meeting for any such vote.

14.8 A resolution in writing signed or assented to by email or other form of electronic communication shall be as valid and effectual as if it had been passed at a meeting of the Trustees.

14.9 Any Trustee who fails to attend three (3) consecutive duly notified Trustee meetings without prior written notice and reasonable explanation, shall be deemed to have vacated their office.

14.10 If a Trustee is deemed to have resigned, a special general meeting shall be called as soon as possible, to elect a replacement Trustee.

## **15. CHARTER AVAILABILITY**

15.1 A current copy of the Charter together with a copy of the Maori Reservations Regulations 1994, shall be retained by the administrator and a secure copy may be held at Moteo Marae accessible to all beneficiaries.

## **16. CHARTER AMENDMENTS**

16.1 In order to change any clause in the Charter, a special general meeting shall be called for the purpose of Charter amendments and/or alterations.

16.2 A resolution carried by two-thirds majority of those entitled to vote at the special general meeting may alter, revoke or amend any terms of this Charter.

16.3 **Clauses 6.6, 6.7, 6.8, 6.9; 11; 12.1, 12.6, 12.7; 16 and 17 SHALL NOT BE AMENDED** unless they are replaced by clauses of a similar nature and only in consultation with specialist legal advice to ensure they are appropriate to the needs of the Trust.

## **17. WINDING UP AND DISSOLUTION**

17.1 The Trust may be wound up or dissolved upon a unanimous resolution of all Trustees at a meeting of the Trustees called for that purpose. There shall be no less than thirty (30) days' notice given to the beneficiaries of a special general meeting for the purpose of winding up of the Trust.

17.2 In the event of the Moteo Marae being wound up, all liabilities of the Moteo B2G2 Reserve Trust shall be paid. Once paid, all the Trust's remaining assets and funds shall be donated to an approved charitable nature in conjunction with the rights and responsibilities under the Te Ture Whenua Maori Act 1993 and its amendments.

17.3 No individual shall benefit or gain from the Trust property.

## **CERTIFIED TRUSTEES**

We, the undermentioned Trustees, hereby certify that this Charter was approved and adopted by the beneficiaries present at a special general meeting of the Moteo B2G2 Reserve Trust.

SIGNATURES:

DATED:

Peter Eden: Annette Purves: Leonora Puriri: Ata Te Tomo: Aaron Box: Eric Lewis: Daniel Gray.