

WHANGANUI BAY MAORI RESERVATION TRUST

PAPAKAINGA O NGĀTI TE MAUNGA

CHARTER

Version Control: Approval and Amendments through AGM only.

Version	Date	Description	Authority	Signature
1	22 .4.17	Draft for consultation	Chairperson B Diamond	

Associated Document(s): The Strategic Plan 2035.

DEFINITIONS

Whanganui Bay Maori Reservation Trust will be commonly referred to Papakainga O Ngāti Te Maunga. In a wananga held in 2017 it was agreed that this common name best reflected the kaupapa and intended use of the reservation.

AUTHORITY

1. The Maori freehold land known as Whanganui Bay Maori Reservation Trust (WBMRT) was set aside as a Māori Reservation for the purpose of a marae, Urupa, meeting place for the use by members of Ngati Tuwharetoa tribe and members of Ngati Te Maunga subtribe in particular. Gazetted in the New Zealand Gazette No 155 Page 3627 dated 22 August 1985, the reservation is more commonly known as WHANGANUI BAY.
2. As stipulated pursuant to Section 338 (17) of Te Ture Whenua Māori Act 1993, *“All Māori Reservations set apart under the corresponding provisions of any former Act and subsisting at the commencement of this Act shall be deemed to be Māori Reservations made under this section”*.
3. Pursuant to Section 338(7) of Te Ture Whenua Maori Act 1993, the Maori Land Court, Aotea Whanganui 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 members of Ngati Tuwharetoa tribe and members of Ngati Te Maunga subtribe in particular.

4. Eligible Trustees and Beneficiaries of WBMRT are the members of Ngati Tuwharetoa tribe and members of Ngati Te Maunga subtribe in particular.
5. The Trustees 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 WBMRT.
6. The Whanganui Bay Maori Reservation is 119.8338 hectares and currently portioned off within the title block of Whakarawa.

PURPOSE

7. The purpose of this charter is to provide relevant foundation polices for the governance of the WBMRT. It is expected that this charter will be the single charter for the total reservation including the marae, urupa, meeting place and remainder of the partitioned whenua and wai, as stipulated on the gazette notice 1985.
8. The purpose of our reservation is to not only marae, urupa and meeting place but also:
 - 8.1. Protection of cultural and historical sites of significance.
 - 8.2. Protection and growth of mahinga kai.
 - 8.3. Protection of natural resources and the Wairua of the land and people.
 - 8.4. A place to grow and nurture cultural arts, crafts and traditions.
 - 8.5. A place to become educated and skilled.
 - 8.6. A place that provides refuge, sustenance and well-being.

ELIGIBILITY

9. Eligible Trustees and Beneficiaries of WBMRT are members of Ngati Tuwharetoa tribe and members of Ngati Te Maunga subtribe in particular. The definition of members are descendents through bloodline, therefore this excludes whangai children. Proof of such eligibility verifies access to the papakainga for the purposes of marae, urupa and meeting as well as voting rights. Proof of eligibility is to be managed through:
 - 9.1. Presenting of identification, such as driver's licence, passport or birth certificate.
 - 9.2. Presenting of written document showing whakapapa bloodline to Te Maunga.
 - 9.3. Registration and inclusion of full contact details in the hapū register held by the Trust.
 - 9.4. Children under 18 maybe registered by their parent who meet this requirement.

ROLES AND RESPONSIBILITIES

10. The role of the Trust is to provide effective governance and accept ultimate legal responsibility for the WBMRT and to operate in good faith and with integrity and honesty in the performance of these duties:
 - 10.1. Administer the legal and governance requirements of the papakainga.

- 10.2. Establish a strategy, policies and plans consistent with the purpose of the papakainga.
- 10.3. Authorise activities on the papakainga.
- 10.4. Meet regularly, at least every 5 weeks.
- 10.5. Hold an AGM each year.
- 10.6. Record decisions, motions, resolutions within minutes of meetings.
- 10.7. Record and manage financial accounts to the required fiduciary standards and in a transparent manner.
- 10.8. Call meeting with other parties as required.
- 10.9. Distribute monies as deemed appropriate and in keeping with the approved annual budget.
- 10.10. Publish and manage policies consistent with achieving the purpose of the papakainga.
- 10.11. Individual trustees to contribute equally through:

- 10.11.1. Attendance at meetings, not less than 7 times a year including the AGM.
- 10.11.2. Not missing more than 3 consecutive meetings.
- 10.11.3. Producing measurable outcomes that are summarised annually to the AGM.

- 11. The Trust shall also seek to maintain good relationships with the associated Ngāti Te Maunga hapū Trusts and committees, in particular:

- 11.1. Whanganui Bay Marae.
- 11.2. Whakarawa Trust.
- 11.3. Hauhungaroa 2C Trust.
- 11.4. Tuwharetoa Iwi Trusts.

- 12. The role of the Beneficiaries is to provide guidance and support to the Trustees and to operate in good faith and with integrity and honesty in the performance of this role, including:

- 12.1. Attending AGM.
- 12.2. Providing feedback and ideas on discussion matters and policies.
- 12.3. Adhering to policies.
- 12.4. Assisting to maintain policies.
- 12.5. Participating in strategy and plans.
- 12.6. Protect, grow and nurture the purposes of the papakainga.

TRUSTEE MANAGEMENT

- 13. Selection of Trustees. Trustees must be members of Ngati Tuwharetoa tribe and members of Ngati Te Maunga subtribe in particular. A prospective trustee should also have other key skills and attributes, including:

- 13.1. Committee experience.
- 13.2. Writing and computer skills.
- 13.3. Communication, negotiation and speaking skills.
- 13.4. Leading and coaching skills.
- 13.5. Management and administration skills.
- 13.6. Financial awareness.
- 13.7. Familiarity with the papakainga and people.
- 13.8. Proven contribution to the papakainga.

14. Appointment of Trustees. This shall be carried out through the following:

- 14.1. Call for applications and/or nominations through submission of a letter summarising their motivation, skills and experience.
- 14.2. A written summary of the candidates sent out as part of the publishing of the AGM agenda.
- 14.3. At the AGM a Nominator and Secunder of the candidate to be called for and recorded.
- 14.4. Presentation and address by candidates at the AGM.
- 14.5. Casting of votes at the AGM by ballot.
- 14.6. At the AGM the candidates with the majority of votes are announced as provisional Trustee.
- 14.7. Ratification of the appointment of the Trustee by the Maori Land Court.

15. 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. The term of an office for a Trustee is defined as 'the life time' of the Trustee. A Trustee may resign from the appointment or a Trustee may be removed.

16. Persons are unable to be appointed as Trustees or should cease to hold office if he or she;

- 16.1. is an undischarged bankrupt; or
- 16.2. a person who is subject to a compulsory treatment order under Part XI of the Mental Health Act 1992; or
- 16.3. a person convicted of any offence punishable by imprisonment for a term of six months or more, unless that sentence has been served or otherwise suffered the penalty imposed; or
- 16.4. a person convicted of a crime involving dishonesty.

17. Removal of Trustee. A trustee may be removed from office should the beneficiaries of the Reservation and the Maori Land Court be satisfied that;

- 17.1. The Trustee is subject to paragraph 16.
- 17.2. The Trustee has failed to carry out the duties of a trustee satisfactorily; or
- 17.3. Because of a lack of competence within their duties, prolonged absence or non-attendance at meetings.
- 17.4. The Trustee is or will be incapable of carrying out their duties.
- 17.5. The Trustee Body 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;
 - 17.5.1. By the votes of at least two thirds of the Beneficiaries present at a Special General Meeting called for that purpose.
 - 17.5.2. 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.

18. Conflict of Interest. Trustees are bound to serve the interests of the reservation beneficiaries over their own personal or whānau interests. The decisions of the Trust must be based on an open and fair process. A conflict of interest arises when the Trustee or their whānau stand to gain financially, or may be perceived to gain financially, from participation in a discussion or decision. When a conflict of interest, or potential conflict of interest, arises, the following procedure must be followed:

- 18.1. Every Trustee has an obligation to declare a conflict of interest or potential conflict of interest;
 - 18.2. If necessary or appropriate, the Chair will ask Trustees to declare conflicts of interest to be declared at the beginning of a meeting;
 - 18.3. Conflicts of interest will be recorded in relevant minutes or documents.
 - 18.4. When a conflict of interest arises, the Trustee must declare their interest and not participate in the ensuing discussion or decision;
 - 18.5. Trustees who have declared a conflict of interest must leave the room for the full duration of discussion.
19. Notwithstanding strict adherence to this procedure, Trustees are not debarred by virtue of their membership from seeking contracts or receiving any benefit from the Trust funds provided that:
- 19.1. No money shall be applied by the Trust, whether by way of grant or loan or in any other manner, for the exclusive benefit of any Trustee, without prior written approval of the Trust.
 - 19.2. No member of the Trust shall take part in any discussion or vote on any resolution of the Trust concerning the application of any such money for the exclusive benefit of themselves or their immediate whānau.

MEETINGS

20. The Trustees shall meet at least every 5 weeks and such meetings should be well scheduled in advance for each financial year. The quorum shall be 5 Trustees. All decisions will be by consensus in the first instance.
21. At the first meeting after appointment by the Māori Land Court, the Trustee Body will elect their Chair by resolution and majority vote and appoint a Secretary (also called the administrator); Treasurer (also called the finance officer) and three Signatories for each bank account, one of which must be the Treasurer;
- 21.1. The administrator will be selected for relevant skills or expertise and may or may not be Trustee and such a volunteer will have no voting rights or powers of signature.
 - 21.2. The Treasurer and all signatories for bank accounts of the Trust must be Trustees;
 - 21.3. The Administrator, Treasurer and Signatory positions will be appointed by resolution and majority decision of the Trust;
 - 21.4. Should the Administrator, Treasurer or Signatories wish to resign their position, such resignation must be received in writing by the Chair fourteen days before the next scheduled meeting;
22. The Trust has the right to remove an Administrator, Treasurer or Signatory if:
- 22.1. they are unwilling or unable to perform relevant tasks to an adequate standard;
 - 22.2. have not fulfilled their duties and obligations
 - 22.3. The reasons for removal of an administrator, treasurer or bank account signatory must fully documented in relevant records and made available to the affected party;
 - 22.4. Upon removal or resignation, the affected party must relinquish all relevant records, cheque books, documents including data sets and electronic files within 24 hours of receiving notification.
23. Annual General Meeting: The Trustees shall hold an Annual General Meeting each year of which 21 clear days' notice is issued and that must be held within two months of the end of the financial year - the

financial year being from 1 April to 31 March of the following year. The physical presence of 20 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.

24. Rights of the Beneficiaries at General Meetings. Notwithstanding all beneficiaries shall be entitled to attend and speak at any General Meeting of the Reservation. All beneficiaries shall have the right to request and view minutes of any Trust meeting unless such meeting is a Closed Meeting.
25. Special General Meeting: A Special General Meeting of the Marae of which 14 clear days' notice shall be given shall be called as and when required by the Trustee Body. The physical presence of 20 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.
26. No failure by the Trustee 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.
27. Closed Meetings. It is desirable for Trust meetings to be open to all beneficiaries but it may be appropriate for the Trust to hold a Closed Meeting when:
 - 27.1. The privacy and confidentiality of any Trustee, beneficiary or group of beneficiaries must be protected;
 - 27.2. Issues of a sensitive or personal nature are to be discussed;
 - 27.3. There is good and sufficient reason to hold a closed meeting;
 - 27.4. The reason for holding a closed meeting is fully documented;
28. Beneficiaries have a right to know when and why a closed meeting is held.

VOTING

29. Eligible Trustees and Beneficiaries of WBMRT are members of Ngati Tuwharetoa tribe and members of Ngati Te Maunga subtribe in particular.
30. The mode of voting at all meetings of the Trust shall be on voices, by show of hands or voting card. 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.
31. No proxy votes will be included.

RESOLUTION OF DISPUTES

32. In the case of any dispute between the Trust and beneficiaries the issues must first be brought to an ordinary meeting where genuine attempt to resolve the issues amicably must be made. Following this a further meeting should be called that should be facilitated by a neutral third party.

33. In the case of a genuine dispute between Reservation Trustees or between a beneficiary and members of the Reservation Trust, neither party may commence proceedings relating to the dispute at any Court until:

33.1. The party raising the dispute (Party 1) has given written notice to the other party (Party 2) specifying the nature of the dispute (“the Dispute Notice”);

33.2. The parties undertake in good faith to use all reasonable endeavours (including meeting kānohi ki te kānohi on at least one occasion) to resolve the dispute within 28 days of Party 2 receiving the Dispute Notice.

34. If the dispute has not been resolved to the satisfaction of both parties within 28 days, Party 1 may issue (at their expense) a Further Notice to Party 2 within 14 days requiring that the matter be referred to a Mediator from one of the following organisations;

34.1. Māori Land Court, or

34.2. a qualified Mediator.

35. The Parties undertake in good faith to use all reasonable endeavours (including meeting on at least one occasion with the Mediator) to resolve this dispute within 28 days of Party 2 receiving the Further Notice.

APPROVED ACTIVITIES

36. Individual policies will also be developed for activities. The following are an example of approved activities for eligible beneficiaries, not already considered traditional maori events (such as tangihana) and do not require prior approval of the Trust:

36.1. Camping.

36.2. Fishing.

36.3. Tramping and walking.

36.4. Celebration events for 30 people or less.

37. Individual policies will also be developed for activities. The following are an example of approved activities for eligible beneficiaries, not already considered traditional maori events (such as tangihana) and require prior approval of the Trust:

37.1. Development of the whenua and wai in anyway.

37.2. Occupancy and building of any type.

37.3. Celebration events of more than 30 people.

37.4. Launching of boats by guests of eligible beneficiaries, beneficiaries must be present.

37.5. Cutting of trees, clearing of land, large bon fires and movement of ground.

37.6. Shooting or hunting.

37.7. Commercial activities, including selling of any goods or any access to Whanganui Bay.

UNAPPROVED ACTIVITIES

38. Individual policies will also be developed for activities. The following are an example of unapproved activities by any persons:

- 38.1. Violent or aggressive behaviour.
- 38.2. Dumping of rubbish or waste or any type.
- 38.3. Unescorted guests (beneficiaries may not send guests to Whanganui Bay).
- 38.4. Profiting through access to the Papakainga or product of the Papakainga, unless the activity is a Trust revenue venture.
- 38.5. Drugs taking.
- 38.6. Drunkenness causing risk to people or property.
- 38.7. Speeding vehicles.
- 38.8. Vandalism and destruction of property.
- 38.9. Unauthorised entry.
- 38.10. Theft.
- 38.11. Over-fishing.
- 38.12. Roaming and unleashed dogs.
- 38.13. Unapproved and unlicensed building.
- 38.14. Public nudity.

UNACCEPTABLE BEHAVIOUR

39. A Code of Conduct shall be developed along with specific policies to manage behaviour. The following are some examples of unacceptable behaviour:

- 39.1. Violent or aggressive behaviour.
- 39.2. Swearing at others.
- 39.3. Drunkenness causing risk to people or property.
- 39.4. Use and under the influence of drugs.
- 39.5. Leaving children unattended.
- 39.6. Harassment of others through rude gestures and calling of names.
- 39.7. Speeding and driving recklessly.
- 39.8. Dumping rubbish in wharepaku.
- 39.9. Dumping and leaving rubbish.
- 39.10. Borrowing of property without permission.
- 39.11. Aggressive, unleashed and un-controlled dogs.

ACTS AND POWERS OF CONTROL

40. The Trust along with beneficiaries shall feel empowered to act in the case of unapproved activities and bad behaviour, the following actions are available to the Trust, in order of priority:

- 40.1. Report to police immediately where violence and criminal activity.
- 40.2. Report to police any trespassers.
- 40.3. Report by phone to a Trustee.
- 40.4. Report in writing the details to the Trust.
- 40.5. The Trust approach the associated whanau to correct the activity, behaviour and any damage.
- 40.6. The Trust issue a Banning Notice.

- 40.7. The Trust issue Trespass Notice to the offending individual with a copy to the police.
- 40.8. The Trust obtain a protection order from the NZ police and court.
- 40.9. The Trust issue a Notice to Vacate.
- 40.10. The Trust issue an Eviction Notice, if necessary also through the court and NZ police
- 40.11. The Trust evict offenders.
- 40.12. The Trust request a police assisted removal of any trespassers or control of building removal.

FINANCIAL MANAGEMENT

41. Prudent financial management shall be achieved through:

- 41.1. Treasurers report to every routine Trust meeting, including payments and revenue for the period.
- 41.2. Treasurers financial report to every AGM.
- 41.3. Budget presented to AGM.
- 41.4. Annual audit of accounts when the account balance reaches over \$100,000.00 at any time within a financial year or when the total transactions (in and out) of the account is \$100,000 pa.
- 41.5. Legal funding and revenue streams.
- 41.6. An Economic strategy.

42. Revenue can be gathered through:

- 42.1. Funding grants for specific requirements.
- 42.2. Beneficiary koha.
- 42.3. Occupancy fees.
- 42.4. Approved activity fees.
- 42.5. Koha.
- 42.6. Revenue streams in keeping with strategy and purpose of the papakainga.

MAPS

43. The following maps are designed to assist in defining the Whanganui Bay Maori Reservation:

Map 1: Central North Island Location



Map 2: Boundary of Reservation



FINAL