

MAORI RESERVATION CHARTER

For Wharekawa Marae, Whakatiwai, Kaiaua.

1.1 BACKGROUND

- (a) LAND GAZETTED AS A MAORI RESERVATION.
Being: Wharekawa 5B North 3A and Wharekawa 5B North 5A1 Blocks
(Wharekawa Marae) Section 338(7)/93

2.1 GENERAL

- (a) NAME AND GENERAL DESCRIPTION OF THE MARAE.

Wharekawa Marae, Whakatiwai, Kaiaua.

In 1924 Aherata Ngaweke Waata and Tiatia Wiremu together granted 3 acres 0 roods and 2 perches of land to be set aside for the purposes of a Marae for the Iwi of Ngati Paoa and Ngati Whanaunga.

During this period Te Puea was visiting many Marae through Hauraki, raising funds for Turangawaewae and the whare 'Mahinarangi', the original Kimiora and Nga Wharemoe Pare Waikato and Pare Hauraki. During her visit under 'Te Pou o Mangatawhiri' she lay down a koha to Ngati Paoa and Ngati Whanaunga to help stand a Marae.

When Tutawhiao Ngakete a Ngati Paoa kaumatua went to retrieve it, he was told by the senior kuia to return it. This kuia was Whakatutuki, otherwise known as Ki or nanny Ki to many. She held great mana among the people. It is said the reason for not accepting this koha is because of the project with which Te Puea was promoting, was of much greater importance than that of her own people. Besides Pare Hauraki whare was established at Turangawaewae for her Iwi. (E tu whakahoki te koha nei ki te Kahui Ariki mo ratou hei whakatuu he whare mo te Kingitanga mo te iwi o Pare Hauraki me Pare Waikato tena pea mo oku mokopuna hei whakatuu he whare mo tatou, a te waa).

This period was when Ngati Paoa and Ngati Whanaunga lived a fairly sustainable lifestyle, living off the moana and the whenua. They congregated often to discuss many issues within their tribal boundaries of Hauraki. It is said a 'kauta' (corrugated cooking shed) stood on the premises during this time but was taken down. About the late 1940's - 50's after the Second World War, an attempt was made to build on the papa whenua, using local resources by making their own blocks and building materials. Unfortunately this was later condemned due to the materials being inferior. No further attempts were made after this.

Many families had moved to the cities in search of employment and education. Those families re-settled in the sub urban districts of Auckland, South Auckland, Pukekohe, Tokoroa, Huntly and other parts of the country.

This migration left behind the kaumatua to tend to their whenua. Fairly soon Government policies, both at regional and national levels were to see many of the whanau whenua leased by the Maori Trust Office Maori Land Courts at pepper-corn rates for long periods of time. Consequently this took its toll on our kaumatua.

The mid 1960's saw a revival of many whanau who had established themselves in secure employment, home ownership and education for their families, wanting to re-establish ties to their kaumatua, kuia and the Marae back home.

Several hui were held by whanau committees to form fund raising events. Some of those were Muri Aroha Kaiaua, Wharekawa Committee, and many whanau. By the late 1960's, enough funds were raised to build the ablution block and to transport a building from Ardmore Teachers Training College Papakura, for a Wharemoewharetupuna which exists today.

In 1972 the dining hall was built on site, and in 1982 further work was carried out under the P.E.P, a Government initiative scheme that was assisted by Huakina Trust. The kitchen block was also built during this time. The Clubrooms were built during the early 1980's where the Kohanga Reo is now temporarily situated, with a further refurbishment to the kitchen in the late 1980's.

In 2001 the new Wharenui was built.

In 2002 both paepae were constructed and the beginnings of a landscaped design, and implementation undertaken which includes the Waharoa, pathway and Marae Atea.

(b) IWI, HAPU, WHANAU.

The Maori Reservation is located within the boundary of Tainui/ Hauraki, of the Ngati Paoa Iwi and haapu of Te Uri Karaka, Ngati Kaapu, Ngati Hura, Ngati Taurua and Ngati Kauahi. The original landowners as mentioned in 2.1(a) gifted the land in 1924 for the purposes of a Marae for both Ngati Paoa and Ngati Whanaunga.

(c) BENEFICIARIES

This Charter recognises the following as beneficiaries of the Maori Reservation;

Whaanau, Haapu and Iwi of Ngati Paoa and Ngati Whanaunga.

(d) PROCESS OF NOMINATING / SELECTING TRUSTEES.

The Trust will consist of no less than seven elected members, whom must be 18 years of age and over.

Nomination for a Trust member must:

Have direct whakapapa to Ngati Paoa / Ngati Whanaunga and must be registered to the Wharekawa Marae as a financial member to the Marae Committee for the previous 2 years prior to the elections.

Advertisements advising of a vacancy/ies shall be placed in the local newspaper and NZ Herald, 21 days prior to the election. The nominees may be required to speak about their interest in the position and their aspirations for the election. Beneficiaries 18 years old and over shall be eligible to vote. The election shall be by a secret ballot.

(e) PERIOD OF TIME TRUSTEES REMAIN IN OFFICE.

Four year term.

A trustee may resign sooner than that if they wish or they can be removed by the Maori Land Court if the court considers that be necessary after hearing evidence. Unless a trustee has been removed from office by the court, that trustee is eligible for re-appointment for another term. In the event of this occurring re-election must take place within 60 days from the date of notification. Re-election will also occur within 60 days in the event of death of a trustee member.

(f) TRUSTEES CANNOT DELEGATE RESPONSIBILITIES.

A trust member cannot appoint a proxy to act for them as a trustee, or delegate their responsibilities.

(g) QUORUM OF TRUSTEES.

At least four trustees must be present at any given trustee meeting to make a quorum.

(h) SIGNING OF DOCUMENTS.

The signing of all contractual documentation is at the discretion of the trustees by way of motion.

(i) PRINCIPLES TO WHICH THE TRUSTEES WILL HAVE REGARD IN RELATION TO THE MAORI RESERVATION.

The duty of the trustees is to administer the Maori Reservation according to the regulations of Te Ture Whenua Maori Act 1993.

The Trustees shall:

- act in good faith in exercising the powers of trusteeship as per the Act;
- adhere to the terms and conditions of the Maori Reservation Charter;
- assure that the Maori Reservation is being administered for the use and enjoyment of all beneficiaries, and the wider community;
- accept the guidance of kaumatua on matters of tikanga/kawa;
- be actively involved in the activities on the Maori Reservation.
- develop management plans and economic strategies and assist with implementation;
- operate bank accounts, raise funds and initiate other activities conducive to the welfare of the Marae.

(j) THE MANNER IN WHICH THE TRUSTEES ARE TO BE ACCOUNTABLE TO THE BENEFICIARIES.

A trustee report shall be prepared quarterly for distribution. The trustees shall meet no less than four times in a 12-month period to:

- exercise administrative and Reservation policies in accordance with Te Ture Whenua Act 1993;
- receive a quarterly report from the Marae Management Committee Chairperson;
- receive a quarterly report from Te Kohanga Reo Chairperson;
- receive a quarterly report from the Waka Committee;
- Develop Marae financial reports from information provided by the committees in place at the time;
- receive reports/submissions from individuals or the community;
- resolve disputes in accordance with the Charter procedures;
- approve the use of and construction of buildings on the reservation;
- encourage the full development of the Reservation in the interest of the beneficiaries.

Beneficiaries are entitled to be present at all ordinary trustees meetings but will not have the power to vote.

The trustees will hold special meetings as requested in writing and signed by ten beneficiaries within 14 days of receipt of the written request.

The trustees shall present an Annual Report to the beneficiaries at a Hui-a-Iwi, held no later than the end of July.

This will be to;

- receive the trustees Annual Report,
- the Annual Audited Financial Report,
- receive the Marae Management Committee's Annual Report

The meeting shall be conducted in such a manner as the Chairperson of the trustees directs. The trustee's shall give 21 days prior notice of the time and place of the Hui-a-lwi in the local newspaper and the NZ Herald.

(k) THE PROCESS BY WHICH CONFLICTS BETWEEN BENEFICIARIES AND TRUSTEES ARE TO BE RESOLVED.

- notification of the dispute in writing by either party,
- a formal response from the Trust will be issued within 21 days of receipt of this notification
- followed by a hui if necessary to discuss and resolve the issue/s, and
- if appropriate the appointment of an independent advocate agreed to by the parties concerned who will convene and chair the hui,
- the hui will involve the parties, their spokespersons and the advocate,
- when a conflict cannot be resolved either party may apply to the Maori Land Court for a court order.

(l) A MARAE MANAGEMENT COMMITTEE WILL CARRY OUT THE DAY TO DAY ADMINISTRATION OF THE MARAE COMPLEX.

The Marae Management committee will administer the day-to-day operation of the Marae with the involvement of the beneficiaries.

Sub-committees with delegated responsibilities may be formed to oversee portfolios on Community Development, Health, Education and other matters related to the Charter objectives.

The Marae Management Committee shall be accountable to the trustees for all matters pertaining to activities held on the Marae complex and Maori Reservation and they have the delegated authority to;

- manage the administration of the Marae complex;
- implement policies & procedures approved by the trustees;
- operate separate bank account;
- approve levies and bookings;
- maintain a proper record of all financial transactions;
- maintain the buildings to a sound standard;
- display appropriate notices in the Marae;
- oversee any other activity that the trustee's may determine;
- hold monthly Marae management committee meetings;
- appoint and employ staff to achieve the objectives of the committee;
- accept the guidance of kaumatua on matters tikanga/kawa;
- Take out adequate insurance approved by the trustees.

(m) THE PROCEDURE FOR ALTERING THE CHARTER.

Alteration to the Charter will be at a special general meeting of the trustees and Maori Reservation beneficiaries. A 75% vote of eligible beneficiaries at the meeting is required before alterations can be made.

(n) PROVISION FOR KEEPING AND INSPECTION OF THE CHARTER.

The Charter will be available for inspection at the Marae, and a copy held at the Maori Land Court.

(o) OTHER MATTERS AS THE BENEFICIARIES OF THE MARAE MAY REQUIRE

i Wharekawa Marae Kohanga Reo

Wharekawa Marae Kohanga Reo is located on the Maori Reservation. The Kohanga Reo shall be responsible for the day to day administration of its activities. The Kohanga Reo is able to utilise the Maori Reservation land and Marae complex for its activities. The Kohanga shall contribute to the use of the land being utilised as agreed by the trustees through a Memorandum of Understanding.

- The Kohanga Reo will report on a monthly basis direct to the Marae Management Committee;
- A quarterly report will be provided by the Kohanga Reo directly to the Marae Trustees.

ii. Te Kotuiti Tuarua and Waka Shelter

The waka shelter that houses the Ngati Paoa tribal waka Te Kotuiti Tuarua is located on the Maori Reservation. As kaitiaki, the trustees will maintain responsibility of, and in **all** aspects of the accountability of Te Kotuiti Tuarua while it is housed on the Marae Reservation.

- The Waka Committee will be responsible for the day to day administration of its activities, including wananga, waka and trailer upkeep;
- The Waka Committee will report on a monthly basis direct to the Marae Management Committee;
- A quarterly report will be provided by the Waka Committee directly to the Marae trustees.

iii Prohibition on Illegal Drugs, Gambling, and Animals.

Illegal drugs and illegal gambling (excluding gambling with prize money less than \$500), and animals are prohibited on the Maori Reservation.

iv Smoking.

Smoking is restricted to designated area.