

**CHARTER OF**  
**IWITEA MARAE - WHAKAKI 2A1**

*"By maintaining the mauri of Iwitea Marae  
we will operate across all activities of  
conservation, recreation, customary and commercial  
to maintain that mauri"*

**1. Name.**

The name shall be Iwitea Marae.

**2. Definitions and Interpretations.**

**AGM** means Annual General Meeting.

**Financial Year** means a year operating from the 1st day of April in each year to the 31st day of March in the following year.

**Balance Date** means 31st March each year.

**Trustee** means a person for the time being appointed by order of the Court in relation to the Marae Reservation called Whakaki 2A1 (Iwitea Marae) and the Cemetery Reservation called Part Ohuia (Iwitea Urupa), hereinafter referred to as Iwitea Marae. Trustees are elected from Iwitea Marae Beneficiaries who reside in the Wairoa District.

**Committee** means a group of 8 (eight) elected Trustees to carry out the functions of Iwitea Marae hereinafter called the Iwitea Marae Committee.

**Beneficiary** means a person affiliated to Iwitea Marae by whakapapa (mana whenua/mana moana) including their spouse, children and any recognised whangai and legally adopted children through one or more of the following hapu:

Ngai Tahu	Ngati Ruapani
Ngati Urewera	Ngati Hinepua
Ngai Tupaka	Ngai Te Kakari
Ngati Matawhaiti	Ngati Hikawhare
Ngai Te Koara	Ngai Te Rangihauene
Ngati Hineringa	Ngati Pukukaraka
Ngati Pokino	Ngati Hau
Ngati Rua	Ngati Kahina
Ngati Kipamaro	Ngati Kakahi
Ngati Kaituna	Ngati Patutai
Ngati Matuahanga	Ngai Teki
Ngai Te Ariari	

**Seal** means the common seal of Iwitea Marae.

**Secretary** means the person for the time being appointed Secretary of the Iwitea Marae Committee.

**Treasurer** means the person for the time being appointed Treasurer of the Iwitea Marae Committee.

**Apology** means the Chair of a meeting may receive 3 (three) consecutive apologies from an Iwitea Marae Committee member either by direct communication through the chair, other members or written. If an Iwitea Marae Committee member is absent for more than 3 (three) consecutive meetings without an apology they are considered resigned from their position.

### **3. Registered Office.**

The Registered Office of Iwitea Marae shall be at Iwitea Marae or at other places the Iwitea Marae Committee may from time to time determine.

### **4. Objectives.**

The Objectives of the Iwitea Marae Committee shall be to promote and to the best of its abilities within New Zealand provide:

- 4.1) The encouragement and preservation of any taonga both physical and spiritual ensuring that tikanga and kawa are observed at all times.
- 4.2) The applications of applying for funding or financial assistance towards all or any of the objectives set out.
- 4.3) Information, resources, educational and training initiatives.
- 4.4) Strengthening the capacities for its Trustees, Marae Committee and Beneficiaries to enter into activities that contribute to community development and revitalisation of Maori history, art, culture and whanau/hapu/iwi development.
- 4.5) And, to do all such legally recognised things that are significant or favourable to the attainment of the above objectives.

### **5. Powers.**

The Iwitea Marae Committee shall have all of the powers, rights and privileges necessary to undertake, execute and achieve the objectives set out in Rule 4 either by:

- 5.1) Purchasing, leasing or hiring.
- 5.2) Selling, letting or disposing of property of Iwitea Marae.
- 5.3) Constructing, maintaining or altering any buildings or property owned by Iwitea Marae.
- 5.4) Raising or investing money in any manner in terms suitable to Iwitea Marae.
- 5.5) Entering into any arrangement or contract with any Individual, Government Department or Corporate Body approved in a meeting of the Iwitea Marae Committee.
- 5.6) Engaging in regular discussion with the Beneficiaries to set achievable goals for the development of Iwitea Marae.

### **6. The Iwitea Marae Committee Make Up.**

The Iwitea Marae Committee made up from 8 (eight) Trustees shall comprise of:

- 6.1) One elected Chairperson.
- 6.2) One elected Deputy Chairperson.
- 6.3) One elected Secretary.
- 6.4) One elected Treasurer.
- 6.5) And, any further elected person/s to carry out portfolio's that may be called from time to time.

### **7. Term of Office.**

Trustees on the Iwitea Marae Committee shall hold office for a term of no more than 3 (three) years from the date of their election and shall be available for re-election if they so wish.

### **8. The Chairperson.**

All meetings of the Iwitea Marae Committee shall be convened by the Chairperson. In the Chairperson's absence the Deputy Chairperson shall conduct the said meeting.

**9. The Secretary.**

The Secretary of the Iwitea Marae Committee shall be appointed to:

- 9.1) Keep the minutes and proceedings of each meeting of the Iwitea Marae Committee in a book provided for that purpose together with a record of the names of those present at such meetings.
- 9.2) Circulate copies of the minutes at meetings of the Iwitea Marae Committee.
- 9.3) Ensure there is quorum of 5 (five) Iwitea Marae Trustees present before any meeting can commence.
- 9.4) And, attend to all inward and outward correspondence.

**10. The Treasurer.**

The Treasurer of the Iwitea Marae Committee shall be responsible for:

- 10.1) Collecting and receiving all monies due to Iwitea Marae and making all payments to the appropriate accounts.
- 10.2) Keep correct accounts showing the financial affairs of Iwitea Marae.
- 10.3) And, circulate copies of the finances at meetings of the Iwitea Marae Committee.

**11. AGM**

The AGM of Iwitea Marae shall be held in April each year and shall be held on such a day the Iwitea Marae Committee determines and shall be specified as such in a notice convening it. The business of the AGM shall be:

- 11.1) To confirm the minutes of the last AGM.
- 11.2) To receive the annual report from the Chairperson.
- 11.3) To receive the end of year financial report.
- 11.4) To hold elections of Trustees and Committee positions as per term of office.

**12. Financial Year.**

The financial year of Iwitea Marae shall end on 31st March of each year.

**13. Funds.**

Funds of Iwitea Marae shall be deposited in the appropriate accounts. No payments shall be made from the appropriate accounts without first been passed in a meeting of the Iwitea Marae Committee.

**14. Seal.**

The Seal of Iwitea Marae shall be held by the Secretary and shall be fixed to a document when required by resolution of the Iwitea Marae Committee in the presence of the Iwitea Marae Committee.

### **15. Alterations and Additions to the Charter of Iwitea Marae.**

The Iwitea Marae Trustees and Beneficiaries recognise this is a living document. The Trustees and Beneficiaries may alter, add or cancel any rules at an AGM of Iwitea Marae provided that:

- 15.1) Written notice of the proposed change is included by the Secretary in the notice calling the AGM.
- 15.2) The AGM may amend the proposed changes.
- 15.3) A majority of the Beneficiaries present at the AGM agree to the change.
- 15.4) And, no alterations, additions or cancellations will be made that are in conflict with the objectives of Iwitea Marae.

### **16. Voting.**

Voting in any meeting of the Iwitea Marae Committee must be by majority vote by Beneficiaries present at the meeting who are 18 (eighteen) years of age and over. Each Beneficiary 18 years of age and over will be entitled to one vote either by show of hands or secret ballot. Beneficiaries may be asked by any other Beneficiary to orally confirm their entitlement to vote under the definition of a Beneficiary of Iwitea Marae as well as provide proof of age.

### **17. Health And Safety.**

For the promotion of health and safety issues Iwitea Marae:

- 17.1) Has a no smoking policy inside any building on the Marae.
- 17.2) Has a no alcohol policy on the Marae during the period a tupapaku is laying in state.
- 17.3) Requests an Alcohol Permit when alcohol is to be consumed. Forms are available from the Police Station and are signed by 2 current Iwitea Marae Trustees. Alcohol consumption times are recorded on the permit and cease daily no later than 1am.
- 17.4) Designates the following areas for alcohol consumption: inside Takutaimoana Te Rohe dining-hall, the kitchen area and under the willow trees at the rear fence line. Alcohol is forbidden in the vicinity of Te Poho O Tahu.
- 17.5) Displays the emergency evacuation plan at all exits.
- 17.6) Designates the grassed area in front of Te Poho O Tahu for emergency vehicles including the police, ambulance and fire appliances and any other vehicle used in case of emergencies.

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**This Charter was passed in an Iwitea Marae Meeting on Sunday March 4, 2012  
by the Iwitea Marae Trustees and the Iwitea Marae Beneficiaries present on the day**

**Advertised changes were made:**

- at an AGM held Sunday July 1, 2012
- at an AGM held Saturday July 8, 2017