

MŌTITI MARAE DEED

Mangatea Road, Te Kūiti

Reviewed

This document shall be THE DEED of MŌTITI MARAE and sets out in three sections. A. B & C the instructions, orders and procedures for the beneficiaries and hapū of the Marae. The document comprises 8 pages.

The Trust Order outlines the responsible Trustee.

The Marae Charter outlines the responsibilities of the Marae Committee, and further provides guidelines for any groups such as sub-committees, beneficiaries and whānau belonging to the reservation.

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| A. | <u>THE DEED</u> | Interpretation and General |
| B. | <u>TRUST ORDER</u> | Duties and Functions of the Trustee Body |
| C. | <u>MARAE CHARTER</u> | Duties and functions of the Marae Committee and Sub-Committees |

SECTION A – THE DEED

This is the explanation of the Reservations and Registrations, and of the general requirements of the Te Ture Whenua Māori Land Court (MLC) Act 1993. Directed to The Trustees, The Marae Committee and the beneficiaries and guidelines on the normal expectations and limitations on the Reservations.

1. Pursuant to Section 439 (7) /53 of the Māori Affairs Act 1953, the Māori freehold land known as Tapuiwahine A10C and Tapuiwahine A13 were set aside as Māori reservations for the purpose of a Marae and Urupā respectively, for the use of the following hapū of Ngāti Maniapoto Iwi – Ngāti Te Puta (Te Puta-i-te-muri) and Ngāti Tauhunu.

Gazetted in the New Zealand Gazette No 7 page 275 dated 28 January 1982, the reservations being –

A10C of 1.167 hectares or approx 4 acres is more commonly known as Mōtiti Marae

A13 of 1012 square metres or approximately ¼ acre is more commonly known as Mōtiti Cemetery or Urupā

And Any other associated Reservations and Land Holdings such as A10F of approximately 9.4 Acres commonly known as A10F

As stipulated pursuant to Section 338 (17) of the Te Ture Whenua 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.*

2. Pursuant to Section 439 (7) of the Māori Affairs Act 1953 or Section 338 (7) of Te Ture Whenua Act 1993, the MLC vested the Māori Reservations in Trustees as evidenced by the copy of the MLC Orders attached hereto, herein called Responsible Trustees or Trustee Body, to hold and administer same for the benefit of the Ngāti Te Puta and Ngāti Tauhunu hapū.
3. The Trustees and beneficiaries have reached agreement as to the terms of the Trust Order and Marae Charter under which powers and responsibilities of the Trustees and Marae Committee members are recorded for the effective administration of Mōtiti Marae and Mōtiti Urupā
4. The marae buildings are recorded as follows

Te Hungaiti	Is the meeting house, otherwise referred to as the Whareniui
Te Whakaaro Kotahi	Is the original kāuta and cooking house plus the attached dining hall
Te Hāpainga	Is the additional sleeping house
Te Whakaaro Kotahi Tuarua	Is the new kitchen and dining facility built in the 1990’s, otherwise referred to as the Wharekai.
Water Shed	Is the shed which houses the Marae water supply controls
Generator Shed	Is the shed in which the ablution power is supplied from

5. The beneficiaries and hapū of Mōtiti Marae are *“Te Whānau o Titi”* me onā tuakana me teina me uri whakatipu together with all their descendants i.e. those whose lineage or whakapapa traced back to Maniapoto, Kinohaku, Titi and Rangitotohu, OR through marriage, whāngai or whanaungatanga. Proof of whakapapa by incantation and subsequent acceptance by Motiti Kaumatua will suffice.
6. The physical address for proceedings and service concerning Mōtiti Marae is Mangatea Road, Te Kūiti, Aotearoa NZ.
All postal mail should be forwarded, as the case may be to:-

The Secretary
Mōtiti Marae Committee
Te Kūiti

The Chairperson
Mōtiti Marae Trustee Body
Te Kūiti

7. The list of current office holders and their addresses will be housed on an attached appendix

SECTION B THE TRUST ORDER

1. **The rights and responsibilities of the Marae Trustees** and the Reservation beneficiaries shall at all times be subject to the provisions of the Te Ture Whenua Act 1993 and subsequent amendments, the Māori Reservations Regulations 1994, and any order issued by the Māori Land Court in relation to the operation of the reservation and the general law of New Zealand.
2. **The objects of the Trustee Body** shall be to oversee and preserve Mōtiti Marae, for the benefit of the beneficiaries and to apply any instructions to the pro-active Marae Committee.
3. **The Marae shall be administered by Trustees who have been duly elected by beneficiaries** at an Annual General Committee Meeting or special meeting and further ratified by order of the Māori Land Court.

They will hold office in accordance with the following criteria:-

- a) To be **Kaitiaki** (Guardians) of the Marae and all its facilities.
- b) To assist and uphold **Marae protocol**, kawa and tikanga.
- c) 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 Trustee Body.
- d) To **oversee the actions of the Marae Committee** provided that there be no power to sell or dispose of the Land or part thereof 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 Māori Act 1993 i.e.

Section 338 (12) *“the Trustees in whom any Māori 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 7 years, upon and subject to such terms and conditions as the court thinks fit”*

Section 338 (13) *“any revenue derived from any such lease or occupation licence shall be expended by the Trustees as the court directs”*

Section 338 (14) *“any lease granted pursuant to sub-section (12) of this section for the purpose of education or health may, notwithstanding anything in this sub-section, be for a term exceeding 7 years and may confer on lessee or licensee a right of renewal for one or more terms”*

- e) **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.
 - ii. To acquire by purchase, hire, lease or otherwise any further real or personal property or business of whatever kind provided that it is for the benefit of the Marae,
 - iii. To assist any charity or charitable purpose for enhancement of the Marae.
 - iv. To engage in, prosecute, defend and otherwise take legal action or proceedings on behalf of the Marae and for that purpose to expend such monies to employ solicitors, counsel and other advisors as the Marae may think necessary. Furthermore the Trustee are expected to utilise this provision in cases of misappropriation on 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 special General Meeting of beneficiaries.
 - vi. 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 fund raising for the Marae, ensuring that ventures are operating upon consent (permit) of proper authorities.
 - vii. The Marae Committee and any other Sub-Committee of the Marae must seek written authorisation from the Trustee Body regarding applications to any Financial Institution, Trusts, Lenders or Community Organisations for funding exceeding five thousand dollars (\$ 5,000.00).
 - viii. The Trustee body shall convene on the date of the Marae Committee, Annual General Meeting of each year, to ensure that the administrative functions are seen to.

4. **The Trustee Body shall consist** of a maximum of Nine (9) trustees. Such persons should include:-

* A Person who has proven to act in good faith, being honest and diligent

OR

* A person of standing on the Marae, knowledgeable in matters of kawa and tikanga

OR

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

OR

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

- a. A Trustee shall hold office from the date of appointment by way of order of the Māori Land Court and shall not be recognised as such, until the order is pronounced.
- b. Notwithstanding clause 5 herein, a Trustee be appointed for his/her lifetime or by written resignation to the body.

- c. The Chairperson of the Trustee Body to be elected and appointed from the group. It is recommended that a rotation be followed, so that the Chairperson has a three year term in office, after which a new Chairperson is appointed.
 - d. The Secretary of the Trustee Body need not be a Trustee. This person may be engaged for his / her expertise for the purposes of taking minutes, keeping records and handling finances for stationary, honorarium etc. The Secretary will liaise with the Marae Committee Treasurer in matters of a bank account. It is expected that the majority of financial matters will be handled by the pro-active and functioning Marae Committee.
 - e. New appointments shall be considered by the beneficiaries as soon as possible or at the next Annual General Meeting at which new candidates will be proposed and elected and agreed upon prior to application to the Māori Land Court for official confirmation.
 - f. The Chairperson or Trust Secretary shall call all Trustee meetings as scheduled by Trustee Body, other than those convening on the date of the Marae Committee's Annual General Meeting, of which 14 days shall be given in writing to each Trustee
 - g. An official list of Trustees, addresses and Contact details i.e. telephone, fax, email etc should be displayed in a suitable location in the wharekai or whareniui.
5. A Trustee may be removed from office should the beneficiaries of the Marae and the Māori Land Court be satisfied that –
 - a. The Trustee has failed to carry out his / her duties satisfactorily OR
 - b. Because of a lack of **competence or prolonged absence** i.e. attendance missed at least three (3) consecutive meetings without an apology OR
 - c. The Trustee is or will be incapable of carrying out those duties satisfactorily.
 - d. The Trustee Body, subject to ratification of the Māori 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 (2/3) 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 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 Māori Land Court, carry on the business of the Marae.
 6. The **Marae Trustees shall meet at least three times a year** i.e. each four months, and especially so on the day of the Marae Committee's Annual General meeting and as otherwise required i.e. to settle disputes etc. The quorum shall be at least 51% or more of current appointed Trustees.
 7. All **Trustees should attend the Marae Committee's Annual General** meeting held August / September each year, at which it is expected the status and progress of the Marae Committee, will be endorsed.
 8. Meetings **Agendas must be provided by the Secretary** concerned i.e. Trustee Secretary or Marae Committee Secretary, and any matters for discussion in general business, must be advised to the Chair, before the meeting commences. Likewise, consideration should be given to the respective forum for reasonable opportunity to view the agenda.
 9. **Meetings should start with a whakamoemiti** i.e. opening prayer and end with a closing payer.
 10. The **Trustee Body may delegate any of the above powers and duties** to any person/s or group, 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 the delegated powers.

SECTION C – THE MARAE CHARTER

The Trustee Body Empowers the Marae Committee with the following Charter

1. The Marae Committee

The Marae Committee will be the pro-active group for Mōtiti Marae.

- a. It is recorded that the existing Marae Committee be recognised by any interested parties, as the active working committee supported by the legal entity of the Motiti marae trustee.
- b. The Marae Committee shall consist of the following positions :-
 - Executive & Officers
 - * Chairperson
 - * Vice Chairperson
 - * Secretary
 - * Treasurer
 - Executive Committee
 - * In addition, a discretionary number of persons, to complete the Committee (recommended number, no less than seven) to maintain the necessary functions of the executive.
 - * Meeting quorums must be no less than FIVE whānau beneficiary members and must include no less than two of the presiding officers – i.e. Chairperson and or Treasurer and or Secretary (at least two execs and 5 people in total).

- c. It is not a requirement for the Secretary to be a beneficiary of the Marae, taking into consideration his / her official duties, it is acceptable that individuals of expertise and ability be appointed.
- d. It is recommended that trustees be active on the marae committee thus providing direct accountability to the same, regarding any managerial and financial administration of the Marae.
- e. The Marae Committee shall be elected at a special Annual General Meeting called for the purpose, at which time their term of office shall be for THREE YEARS.

An officer may resign by written letter before the three year expiry

OR

Be removed from committee upon majority vote at a Special General Meeting called for that purpose, by the Hapū

OR

Because of lack of competence or prolonged absence i.e. attendance missed at three (3) consecutive meetings without apology.

- f. A Committee member may be removed from office should the beneficiaries of the Marae and the Māori Land Court be satisfied that –
 - i. The Committee member has failed to carry out his / her duties satisfactorily OR
 - ii. Because of a lack of competence or prolonged absence i.e. attendance missed at (3) consecutive meetings without an apology OR
 - iii. The Committee member is or will be incapable of carrying out those duties satisfactorily.
 - iv. The Executive Committee, subject to ratification of the Māori Land Court, may be removed as a body or individually, notwithstanding the provisions herein regarding notice of General meetings and quorums, by votes of at least two thirds (2/3) of the beneficiaries present at a Special General Meeting called for that specific 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 elections shall be held forthwith if nominations received exceed the number of positions available. The Executive Committee as then constituted shall subject to ratification by the Māori Land Court, carry on the business of the Marae.
- g. To manage and hire any facilities situated on the land. The following activities on the reservation shall require prior authorisation of the Trustees, unless otherwise sanctioned:-
 - 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, competitions or concert events
 - iii. Nothing in sub-clause (ii) requires authorisation of the trustees for Tangihanga

2. Duties of the Marae Committee

The Marae Committee shall actively encourage the beneficiaries and wider whānau of Mōtiti Marae to maintain and progress Mōtiti Marae to the best of their ability

General

Inform any groups using the marae that they are responsible for the grounds and the setting up and maintenance of the marae within the time that they are using the marae. The uses and obligations include 2 i-vii, 2a-g below but are not limited to those clauses

- i. Tangihanga
- ii. Use by beneficiaries or members of the public of any facilities on the Marae
- iii. Celebrations, functions & entertainment e.g. birthdays, wedding etc
- iv. Inter Marae visits
- v. Cultural exchanges
- vi. Sports festivals
- vii. School visits
- a. To organise catering, provisioning, cleaning, transportation and entertainment for the Marae
- b. To maintain the Marae grounds and facilities ensuring that the same is kept in a clean and tidy condition
- c. To manage and monitor the Social and Fund Raising activities of the Marae
- d. To Perform such other functions as may be authorised / delegated upon consent of the Trustee Body
- e. To apply for and acquire any licences, permits or orders necessary for the operation of the Marae
- f. To ensure all accounts and invoices are paid promptly or by the due date
- g. All sub-committees and similar groups must present regular reports of progress and statements of finances to the Marae Committee

Specific

a. Chairperson

- i. The chairperson or in his absence the Vice Chairperson shall chair all Marae Committee meetings Upon their absence an executive committee member may be appointed from the floor
- ii. The Chairperson or Representative appointed by the Trustee Body, shall be the official spokesperson on all matters concerning the Marae in dealings with the press or other news media

- iii. Should the occasion arise, either due to absence or otherwise, whereby any of the Marae Committee offices are temporarily unable to fulfil their obligations, appointment by the Chair shall be recognised in a “relieving capacity” until such time as the designated officer resumes his / her duties
- iv. If any position is vacated by a Marae Committee Officer, an appointment by the Chair shall be recognised in an “acting capacity” until such time as the committee convene to elect a replacement.
- v. The duties of the Vice-Chairperson shall be the same as for the Chairperson, when the need arises.

b. **Secretary**

- i. The Secretary shall call all Annual General Meetings as scheduled and give a 21 days prior notice of the time and place of the Meeting –
 - * By publishing in the newspaper circulating in the district where the reservation is situated, a notice giving particulars of time and place
 - * By giving written notice of the same to each Trustee of the Marae
 - *It is the expectation of the Committee that wherever possible whānau will notify whānau
- ii. The Secretary shall call all Special General Meetings as scheduled by the Trustee Body and give 14 days prior notice of the time and place of the meeting
 - * notification as in sub-clause (i) herein
- iii. The Secretary shall keep correct minutes of all meetings and shall forthwith distribute copies of the said minutes to each Trustee within two weeks from the date the meeting took place. At the commencement of any meeting, the Secretary shall read the minutes of the previous meeting, unless otherwise directed by the Chair, for acceptance of the relative forum.
- iv. The Secretary shall ensure that a list of attendee’s of any meeting is compiled and shall received, despatch and file and supervise all documents, record and communications regarding the reservation or copies thereof, for report and or inspection by the Trustees.
- v. The Secretary shall provide for the safekeeping of the Marae Charter maintaining any amendments to the same.
- vi. The Secretary is required to keep an up to date Schedule listing the Marae Committee appointments, their contact details and their term of 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 times
- vii. The Secretary shall file any application to the Māori Land Court or any other relevant agency, on behalf of the Trustee Body as required in relation to the reservation and shall act as an applicant ensuring that all correspondence is strictly monitored. Application ratification of Trustee Body appointments or removals must be lodged within 10 working days of the respective meeting or as soon as reasonably possible
- viii. It is a requirement that there will at all times be matters of confidentiality which must be kept “*in Committee*”.

c. **Treasurer**

- i. 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 on behalf of the Marae shall forthwith be paid to the credit of the marae bank account/s All payments from the bank account/s shall be approved at a meeting of the Marae Committee. All authorised signatories on cheques and withdrawal slips drawn on the Marae bank account/s shall be held by the Treasurer.
- iii. The Treasurer shall generally keep a full and accurate account of the financial transactions and shall have the same present at all meetings for report and or inspection
- iv. The Treasurer shall submit copies of the reviewed set of financial accounts to the Annual General Meeting. The accounts shall be examined and reviewed in accordance with Review Engagement Standards issues by the Chartered Accountants of New Zealand and are appointed each year at the Annual General Meeting. This review /Audit to be performed, as soon as possible, within two months, after the financial year ending June 30.
- v. All accounts payable by the Marae shall be submitted to the committee at the next 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.
- vii. It is a requirement that there will at all times be matters of confidentiality which must be kept “*in Committee*”.

2. **Marae Committee Meeting Frequency**

The Marae Committee shall meet as required on the last Sunday of each month except over the Christmas season when at the discretion of the committee, this ruling can be relaxed. If there is no quorum a general discussion can be tabled by attendee’s and matters put on the agenda for the next full monthly meeting. At the Marae Committee’s discretion it may relax the frequency to every two months at a minimum.

3. General Meetings

- a. **Triennial Meeting** – as outlined in clause 1e) of this Charter at the Annual General Meeting for the year 2006 the elected executive committee shall hold office for Three Years. The incumbent Chairperson to present a comprehensive report to the beneficiaries for the preceding 3 year term, except at the inaugural meeting when it would not apply.
- b. **Annual General Meeting** – The committee shall hold an Annual General Meeting each year, elections of officers not necessary until the third year. 21 clear days notice to be advertised and such meeting must be held within two months of the financial year ending, being from July to 30 June of the following year. Progress reports to be presented by the Chairperson on matters of relevance to the Marae, and a full report presented by the Treasurer on matters of finance. The physical presence of seven beneficiaries entitled to vote at any general meeting shall form a quorum. All incumbent committee officers must be in attendance unless an apology has been received
- c. **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 of the Marae Committee. The physical presence of 10 beneficiaries entitled to vote shall form a quorum. All incumbent officers must be in attendance unless an apology has been received.
- d. No failure by the committee to notify every single beneficiary who is entitled to receive notification at any meeting shall invalidate the procedures undertaken or decisions reached at such meetings provided there has been reasonable compliance with the provisions. It is the expectation of this Charter that whenever possible, whānau will notify whānau.

4. Chairman's Vote

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

5. Mode of Voting

- a. To be eligible to vote, whānau must have attended at least three meetings in the previous 12 months
- b. Subject to voting by proxy, the mode of voting at all meetings of the Marae shall be by a 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.
- c. Furthermore, matters concerning all financial issues must be dealt with by formal motion i.e. mover and seconder then majority. Members against a motion may have their names recorded accordingly.
- d. All elections of committee at general meetings, where nominations exceed the total number of vacancies, shall be by secret ballot, whereby the nominees are asked to vacate the room.
- e. The instrument which appoints a proxy must be in writing and signed by the appointer or by his / her attorney who is authorised in 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 meeting commences.

6. General Rules

- a. The hiring out or removal from the Marae of equipment, which excludes crockery, cutlery, mattresses and linen chattels etc is strictly forbidden except in special circumstances i.e. assistance to other Marae.
- b. Outside fund raising organisations are required to pay a fee for the use and hiring of the Marae facilities

For Tangihanga only a donation is invited and for Hui too, unless otherwise stipulated by the Marae Committee. Such funds and donations shall be paid to the Treasurer on behalf of the Marae Committee

- c. The Marae committee, shall by resolution, appoint or employ a caretaker or staff to look after the maintenance and care of the Marae and Urupā. Such employee and employees will be responsible to the Marae Committee
- d. The keys to the locks on Marae areas and buildings etc shall be held by the following and no other person/s
 - i. **The Caretaker**
 - ii. **The Secretary of the Marae Committee**
 - iii. **Any other person/s duly authorised by the committee**
- e. The wearing of outdoor footwear in the meeting house is forbidden except when special circumstances warrant otherwise
- f. The cleanliness of the Marae must be maintained at all times by the organisations or groups using it and any damage sustained to facilities shall be repaired or replaced by the person or organisation concerned
- g. **Smoking – only in designated areas but mainly outdoors**, not in the kitchen or food preparation areas or on the Marae Ātea.

7. **Alcohol** – not permitted on Marae atea and should be confined to Te Whakaaro Kotahi building and surrounds. Special dispensation may be given by the committee for celebrations e.g. birthdays, weddings etc when held in Te Whakaaro Kotahi Tuarua.

Allowance may also be extended to the bereaved family, AND relaxed for such events as working bees.

- a. **Illegal Drugs** – Not permitted on Marae premises which includes the Marae ātea and any buildings
- b. **Gang Patches** – Not Permitted on Marae premises

Summary

The provisions of this Deed, Trust Order & Marae Charter shall not be altered, amended or rescinded unless a full Special general meeting is called for a specific purpose OR by order of the Māori Land Court

Applications 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 beneficiary class who are present and voting at an Annual General Meeting or Special General Meetings called for such purpose.

Appendix 1 * Trustee removals appointments 2013 -2014 (awaiting validation by MLC)

Bob Borell*	Resignation	8 Kiwi St Te Kuiti 3910
Hazel Ihaia*	Resignation	32/1 Lancaster St, Tamatea, Napier 4112
Nevin Kukutai	N.Kukutai@hotmail.co.nz	33 Reid Ave, Hawera 4610
Rob Borell*	Resignation	8 Kiwi St Te Kuiti 3910
Sharon Turner	tamyk@xtra.co.nz	14a Earl St, Te Kuiti 3910
Janet (Hera) Ngatai	ktpt1@live.com	583a Colville Rd; Kotutauaki Bay; Coromandal 3584
Arlene Paki	arlene.paki@hotmail.com	30 Moule St, Kihikihi 3800
Wayne Jensen	teoiroa@hotmail.com	49 York Avenue Napier 4112
Moepatu Borell	moepatu@slingshot.co.nz	33 Ailsa st, Te Kuiti 3910
Denis Grennell	tearatiatia@xtra.co.nz	127 Ringawhatai Rd, Otaki

* This marks Trustees who are confirmed as outgoing.


Appendix 2 – Ngāti Te Puta - Notice

Te Tiriti o Waitangi and principles as in BOP RPS have Paramountcy over decisions when in conflict & resolution.

1. The essential bargain – the trade of kawanatanga for the continued recognition of rangatiratanga
2. The mutually beneficial relationship and the principle of partnership.
3. Active protection
4. Hapū self-regulation
5. Consultation
6. Shared decision making
7. The Development right.

Signed on behalf of the Marae Trustee Body, Marae Committee, Beneficiaries and Hapū on 27 August 2014

Chairman:

Signature: 

By Wayne Jensen
49 York Avenue
Tamatea
Napier