

# URENUI PĀ CHARTER



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## PEPEHA

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Mai Titoki ki Te Rau o te Huia  
E karapotia nei e te ia o Waiau  
Ko te Tītohea ka meangiatea, he puna koropupū  
Ahakoa tukitukia e te poaka  
E kore nei e mimiti, ka koropupū, ka koropupū  
Ka koropupū

From Titoki to Te Rau o te Huia  
Bound by the currents of Waiau  
Tītohea makes reference to a free flowing spring  
Despite being defiled by pigs (the challenges and hardships)  
it's flow will not diminish, it wells up and gushes forth

Kia ū koe ki tō marae,  
mā tō marae ka kīa koe he tangata

Hold fast to your marae, for it is you marae that makes you a  
whole person

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## INTRODUCTION

Urenui Pā is the only remaining marae within the rohe of Ngāti Mutunga, Taranaki, and has been the focal point for iwi activities since the early 1870s. The main buildings are two wharenuī, Mahi Tamariki and Te Aroha and the wharekai, Te Tītohea. There is also a wānanga room, two ablution blocks and an implement shed. An urupā is located within the pā grounds.

The pā is administered by the Urenui Pā Trustees, who act in the role of kaitiaki for the land and buildings of Urenui Pā. These responsibilities are guided by the Te Ture Whenua Māori Act 1993 and its amendments, the Māori Reservations Regulations 1994 and the Trustee Act 1956.

## HISTORY

The current site of Urenui Pā was originally part of the Urenui Reserve awarded under the West Coast Reserves Act to Haami Te Maunu and 67 others. This award was made in the early 1860's following the wrongful confiscation of Ngāti Mutunga lands.

In 1868 a large number of Ngāti Mutunga returned to Taranaki from Wharekauri and lived at Maruehi, one of the original pā of Ngāti Mutunga at Urenui beach until they were moved to the present location by the crown around 1870.

The area was formally gazetted as a Māori Reservation on 22 December 1932 to be set apart and reserved for the common use of the owners thereof as a village and meeting place, and the Māori Land Court appointed the first Urenui Pā trustees in 1942.

While the land has defined owners, Urenui Pā has always been a central gathering point for all Ngāti Mutunga uri in the generations following the raupatu.

## IWI

Ngāti Mutunga was once an autonomous, independent and self-governing confederation of hapū. These historical hapū no longer form distinct communities within Ngāti Mutunga, and we now interact as a single tribal grouping.

## LAND DESCRIPTION AND LOCATION

The land and buildings known as Urenui Pā are located at 166 Mokau Road, Urenui, approximately 2.0 km north of Urenui village.

**Legal Description:** Waitara SD Lot 2 Part Sub 3 Section 24 Block IV (Urenui Pā).

**Area:** 3.4177 hectares.

**Type of Trust:** Māori Reservation.

## 1.0 CHARTER

The beneficial owners of the reservation have reached agreement as to the terms of a charter under which the responsibilities and relationships of ngā kaitiaki are recorded for the efficient and effective governance and administration of Urenui Pā.

### 1.1 DEFINITIONS

In this charter, unless the context otherwise requires:

“**The Act**” means the Te Ture Whenua Māori Act 1993.

“**Court**” means the Māori Land Court or the Māori Appellate Court or both.

“**Reservation**” means any land that is set apart as, or is deemed to be, a Māori reservation under section 338 of the Te Ture Whenua Māori Act 1993. For this charter, the reservation is Waitara SD Lot 2 Part Sub 3 Section 24 block IV.

“**Ngā Kaitiaki**” means the trustees of Urenui Pā Trust. The body corporate or persons in whom the reservation known as the Urenui Pā has for the time being, been vested by order of the court, and by whom the pā is administered. Ngā kaitiaki shall act in accordance with the Te Ture Whenua Māori Land Act 1993, Māori Reservations Regulations 1994 and associated amendments, all applicable legislation, and be subject to the contents of this charter.

“**Beneficiary**” means an original owner as set out in the original ownership list or his/her descendants who have succeeded to their tupuna shares.

“**Ngāti Mutunga**” means every person who is descended from one or more Ngāti Mutunga Tupuna.

“**Urenui Pā**” means the land and buildings situated at 166 Mokau Road, Urenui, Taranaki.

### 1.2 VOTING RIGHTS

Beneficiaries (20 years and over) have full voting rights in all aspects relating to Urenui Pā.

### 1.3 ADDRESS FOR SERVICE

The physical address for proceedings and service concerning Urenui Pā is 166 Mokau Road, Urenui, Taranaki.

All postal correspondence should be addressed to:

The Secretary  
Urenui Pā Trust  
PO Box 110  
Urenui 4349

### 1.4 LEGISLATION

The rights and responsibilities of ngā kaitiaki and the Urenui Pā beneficiaries shall be subject to:

- The provisions of the Te Ture Whenua Māori Act 1993 and subsequent amendments.
- The Māori Reservations Regulations 1994.
- The Trustee Act 1956 and subsequent amendments.
- Any order issued by the Māori Land Court in relation to the operation of the reservation.

As stipulated pursuant to Section 338 (17) of the 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 a Māori Reservation made under this section”.

When required, ngā kaitiaki may seek the advice of a lawyer(s) or other suitably qualified person(s), regarding legislation that may affect the reservation and/or ngā kaitiaki proper administration of the reservation.

## **2.0 OBJECTS OF THE CHARTER**

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**The principal objects of ngā kaitiaki shall be:**

- To undertake and accept kaitiakitanga and administration of lands and buildings or any other interest vested in the Urenui Pā Trust for the common use and benefit of the beneficial owners.
- To maintain and administer Urenui Pā, assist, advance and promote the cultural, educational, recreational and spiritual needs of Ngāti Mutunga iwi.
- To maintain and administer Urenui Pā to assist the development of human relationships and whānau participation at Urenui Pā for the well-being of Ngāti Mutunga iwi.

## **3.0 POWERS AND FUNCTIONS OF NGĀ KAITIAKI**

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Ngā kaitiaki shall pursue and carry out all or any of the objects independently of any other objects and none of the powers or authorities conferred upon ngā kaitiaki shall be deemed subsidiary or ancillary to any other power or authority.

**Ngā kaitiaki may exercise all or any of the following powers and authorities in pursuit of the objects and purposes of the Charter:**

- To be kaitiaki of Urenui Pā buildings, facilities and the surrounding land comprising Waitara SD Lot 2 Part Sub 3 Section 24 Block IV.
- To maintain all buildings and facilities within the Urenui Pā complex.
- To apply the assets and income of Urenui Pā or any other interest vested in ngā kaitiaki towards the objects and purposes of the charter as ngā kaitiaki may in their absolute discretion think fit.
- To acquire any assets.
- To construct or develop any buildings or works and to develop and prepare the land to advance the objects of the charter.
- To enter into contracts and arrangements of all kinds including contracts of employment or service with any person, body or society whether incorporated or not and to pay remuneration for services rendered as the trust may think fit.
- To subdivide, partition, lease, let, sublet or to grant any form of tenancy or license over any land held by Urenui Pā (including the power to vary or accept, surrender and to grant new leases, sub leases, tenancies or licenses in substitution).
- To purchase, take as a gift, or on loan or otherwise howsoever, chattels of any kind and hold the same upon the trusts hereof.
- To dispose of any assets (or part of same) owned by the Urenui Pā by way of sale, gift or otherwise, provided that no land within the Waitara SD Lot 2 Part Sub 3 Section 24 Block IV reservation may be sold or encumbered by any financial instrument such as a mortgage or loan.
- To enter into any arrangement with any local or central government in pursuit of the objects of the charter.
- To acquire, hire or operate and maintain any means of transportation whether of persons or of goods as ngā kaitiaki may deem necessary or desirable for carrying out the objects of the charter and to make such charges for the use thereof as kaitiaki shall deem reasonable.

- To invest subject to the terms of any trust or grant or endowment, any money held by or on behalf of the Urenui Pā in any securities in which trust funds may be invested by ngā kaitiaki in accordance with the Trustee Act 1956 or any other statute, or for such other purpose as ngā kaitiaki may approve and pending disbursement of any money held by or on behalf of the Urenui Pā to deposit the same subject as aforesaid so as to yield interest in such manner as ngā kaitiaki may approve.
- To make regulations for the use of any part of the Urenui Pā property and chattels, and to fix the costs or charges for such use.
- To make charges for admission to the property for exhibitions and displays, lectures, films and other educational services as ngā kaitiaki may deem reasonable.
- To seek, accept and receive donations, subsidies, grants, endowments, gifts, legacies, loans, bequests and funding either in money or in kind or partly in kind for all or any of the purposes and objects of the Charter. To carry out any specified trust attaching or relating to the same to the intent that donations, subsidies, grants, endowments, gifts, legacies, loans, bequests and funding made to Urenui Pā may be made for purposes within the general objects of the trust specified, in particular cases, by the donor or donors, lender or lenders, grantor or grantors.
- To engage in any business or transaction capable of being conducted so as to directly or indirectly benefit Urenui Pā and Ngāti Mutunga iwi.

#### **4.0 PAYMENTS TO NGĀ KAITIAKI**

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No part of the income or property of Urenui Pā shall be paid or transferred directly or indirectly by way of profit to any kaitiaki provided that nothing herein contained shall preclude any payment to a kaitiaki for services rendered, costs relating to kaitiaki business, goods supplied, interest on moneys borrowed from, or by way of rent for premises let or leased to Urenui Pā by any kaitiaki.

No kaitiaki or other person responsible for the administration of Urenui Pā shall in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the amount of any benefit, advantage or income afforded to, or received, gained or achieved or derived for him or herself.

#### **5.0 GOVERNANCE**

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##### **5.1 CONSTITUTION OF THE TRUST**

The trust shall consist of not more than eight (8) members with a minimum of five (5) members.

##### **5.2 ELIGIBILITY**

To be eligible to stand as a kaitiaki an individual must be:

- Capable of demonstrating whakapapa to an original owner of the land or a recognised Ngāti Mutunga (Taranaki) tupuna.
- 20 years of age or over.
- A worthy appointee who is not a bankrupt, in prison, convicted of a crime involving dishonesty or convicted of a crime carrying a sentence of more than 6 months, and of good standing within Ngāti Mutunga iwi.

##### **5.3 TERM OF OFFICE**

Subject to rule 5.4 of this charter, ngā kaitiaki shall hold office for a term of three (3) years. At the expiry of each term of office an election shall be held. Ngā kaitiaki retiring by rotation through a system of three (3), three (3), two (2) shall be eligible to seek re-election.



## 5.4 VACANCIES

Vacancies in membership of the trust board shall be filled in the manner set out in the charter by the remaining ngā kaitiaki who shall have regard for the need to appoint persons interested in the objects of the charter and are capable of assisting ngā kaitiaki in achieving objects of the charter by their skill, expertise, good standing in the community or other qualifications.

In addition to skills, Ngāti Mutunga value whānau representation on the Urenui Pā Trust. Whānau of the retiring kaitiaki will be given an opportunity to select a successor to the role – taking into account the beneficiaries expectation of good standing within Ngāti Mutunga and the wider community. This nominated successor must be present at the meeting where the election will take place.

Notwithstanding this desire for whānau representation beneficiaries may also nominate alternative candidates for election to fill any notified vacancy. Ngā kaitiaki must be nominated and voted on by beneficiaries of Urenui Pā.

### **The office of kaitiakitanga shall become vacant if:**

- A kaitiaki resigns office by giving one month's written notice of his or her intention to do so to ngā kaitiaki, provided however that such notice shall not be effective to vacate the office of the kaitiaki if, upon the day of elapse of the one month's notice the number of remaining ngā kaitiaki is fewer than five (5).
- He or she is absent from three (3) consecutive meetings without the leave of ngā kaitiaki. The position shall become vacant at the discretion of the other ngā kaitiaki.
- He or she shall die.
- He or she shall be certified as being of unsound mind so as to render that person incapable of performing his or her duties and responsibilities.
- He or she shall become bankrupt.
- He or she is convicted of a crime involving dishonesty or imprisoned.
- By a majority vote of ngā kaitiaki he or she is deemed to have failed to fulfil the duties of trusteeship provided however that such majority vote shall not reduce the remaining ngā kaitiaki to a number fewer than five (5).

### **A Nominee may not take up office if he/she is:**

- A minor.
- Bankrupt.
- Convicted of a crime involving dishonesty.
- Has a certified mental disability.

## 5.5 ELECTION OF NGĀ KAITIAKI

Nominations for ngā kaitiaki at an annual general meeting shall require a nomination form, obtainable from ngā kaitiaki, to be completed and presented to ngā kaitiaki up to 5.00pm, seven days before the annual general meeting date.

The form must be signed by the proposer and seconder and the nominee shall also sign as accepting the nomination. The proposer and seconder must be beneficiaries of the trust. Non-attendance at the annual general meeting by any of the parties to the nomination, shall automatically render the nomination null and void. Incoming ngā kaitiaki will be elected by a show of hands at the annual general meeting.

## **5.6 ELECTION PROCESS**

Where any vacancy arises for the office of ngā kaitiaki the following process will apply to elect a replacement:

- Notification of the vacancy must be advertised in the local newspaper and by electronic means giving a minimum of 21 clear days before an annual general meeting, calling for nominations for the position of kaitiaki.
- Written nominations of eligible persons may be received in writing by the trust up to 5.00pm, seven days before an annual general meeting. Nomination forms are to be available at the office of Te Rūnanga o Ngāti Mutunga.
- Non-attendance at the annual general meeting or special general meeting by any of the parties to the nomination will automatically render the nomination null and void.
- Each candidate or his/her nominator, will be required to address the meeting and give an outline of the candidate's skills and experience and explain why he/she is seeking the office of kaitiakitanga.
- Voting will be by a show of hands of beneficiaries aged 20 years and over.
- A secret ballot may be held if requested by the meeting.
- There will be no proxy votes.
- The trust secretary will be responsible for counting votes and confirming the final result to the meeting.
- A scrutineer will be elected from the meeting.

## **5.7 INCREASING NUMBER OF NGĀ KAITIAKI FOR A QUORUM**

The continuing ngā kaitiaki may act notwithstanding any vacancy, so long as their number is not reduced below the necessary quorum of ngā kaitiaki as fixed by the Urenui Pā charter.

If the number of ngā kaitiaki is less than the required quorum, the continuing ngā kaitiaki may act for the purpose of increasing the number of ngā kaitiaki to the required quorum but for no other purpose whatsoever.

At the discretion of the trust, ngā kaitiaki who resign before an annual general meeting is due, or are unable to carry out their duties, may be replaced by a person/s being nominated, seconded, and elected by a show of hands at any special meeting of the trust and beneficiaries. Any such resolution must be minuted.

## **5.8 MĀORI LAND COURT APPOINTMENT**

Following the election process a copy of minutes of the meeting detailing the election of the new kaitiaki together with all required documentation shall be sent to the Māori Land Court for confirmation. Newly elected kaitiaki are unable to vote on resolutions until the Māori Land court process is completed.

## **6.0 MEETINGS**

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A meeting of ngā kaitiaki may be called at any time by direction of the chairperson or of two kaitiaki and shall be called within 14 days after receipt of the request in writing by the secretary of a requisition signed in that manner, provided that by agreement of ngā kaitiaki, notice may be given orally.

### **6.1 REGULATE MEETINGS**

Subject to the following provisions ngā kaitiaki shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

## **6.2 NOTICE OF MEETINGS**

Notice in writing of all meetings of ngā kaitiaki specifying the objects of such meeting shall be posted by the secretary to ngā kaitiaki at least four (4) days prior to the date fixed for the holding of any meeting provided that by agreement of ngā kaitiaki notice may be given orally. It shall not be necessary to give notice of a meeting of ngā kaitiaki to any kaitiaki for the time being absent from New Zealand.

## **6.3 QUORUM**

The quorum for the transaction of any business of ngā kaitiaki shall be five (5).

## **6.4 RESOLUTIONS SIGNED BY NGĀ KAITIAKI**

Ngā kaitiaki are empowered to pass resolutions in writing (including email resolutions) as if it had been passed at a meeting of ngā kaitiaki duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more ngā kaitiaki. All written resolutions passed shall be noted at the next kaitiaki meeting.

## **6.5 MAJORITY VOTE**

Questions arising at any kaitiaki meeting shall be decided by a majority of votes. In the case of the equality of votes the chairperson shall have a second or casting vote.

## **6.6 ANNUAL GENERAL MEETING**

The Trust's financial year runs from 1 April to 31 March. An annual general meeting shall be held no later than the 31st day of December each year.

Ngā kaitiaki shall at the annual general meeting:

- (a) Outline the position of the reservation, including the matters undertaken by ngā kaitiaki in the preceding 12 month period.
- (b) Report generally on ngā kaitiaki proposals for the administration of the reservation during the next 12 month period.
- (c) Give to persons attending the meeting a reasonable opportunity to express their views in relation to the reservation.

Nothing in the clauses 6.6(a)-(c) limits the matters ngā kaitiaki may address at the annual meeting or obliges ngā kaitiaki to prepare or distribute any particular written reports or material.

## **6.7 SPECIAL GENERAL MEETINGS**

- Ngā kaitiaki may in their discretion call special general meetings to consider specific matters of importance and except as otherwise stipulated shall regulate their own procedure.
- Ngā kaitiaki shall convene a special general meeting upon the receipt of a written request signed by a minimum of 20 beneficiaries. Such written request shall clearly set out the reason the meeting has been requested.

## **6.8 QUORUM OF MEETING**

The quorum for the annual general meeting and special general meetings shall be ten (10) adult beneficiaries over 20 years of age.

## **6.9 NOTICE OF MEETING**

Notice of the annual general meeting and any special general meeting shall be advertised via newspaper and electronic avenues three (3) weeks before the meeting.

## **6.10 SPEAKING AND VOTING RIGHTS**

- All persons who are beneficiaries of Urenui Pā shall be entitled to attend special and annual general meetings of the Urenui Pā Trust and shall be entitled to speak.
- Beneficiaries over the age of 20 years have full voting rights.
- Persons who are not beneficial owners of Urenui Pā may have speaking rights providing a request in writing has been received by the ngā kaitiaki (2) two weeks prior to the meeting date and consent has been granted by the ngā kaitiaki.
- Persons who are not beneficial owners of Urenui Pā may not vote on any resolutions.

## **6.11 MINUTES**

All proceedings of ngā kaitiaki shall be recorded in the form of minutes, signed and dated by the chairperson.

## **6.12 ACCOUNTS**

Ngā kaitiaki shall cause proper books of accounts to be kept in which shall be kept full, true and complete records of the affairs and transactions of Urenui Pā. The annual accounts of Urenui Pā will be compiled into a set of financial reports by a member of the New Zealand Institute of Chartered Accountants. These will be presented to beneficiaries at the annual general meeting.

## **7.0 AUDITOR**

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If required, the accounts of Urenui Pā shall be audited annually.

## **8.0 OFFICE HOLDERS**

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The trust shall appoint from among their ngā kaitiaki a chairperson and deputy chairperson each year. They shall also appoint a secretary and treasurer who need not be a kaitiaki.

## **9.0 COMMITTEES**

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The trust may appoint committees who shall be delegated the power to make recommendations and take responsibility regarding specific activities of Urenui Pā as approved by ngā kaitiaki at a kaitiaki meeting provided however that the chairperson of such committee must also be a kaitiaki.

## **10.0 ALTERATION AND ADDITIONS TO RULES**

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This charter may be altered, added to or amended at an annual general meeting or a special general meeting of the trust. Details of such alteration or addition must be given by way of a notice in writing which must be received by the chairperson not less than one month prior to the date of the meeting. It should outline the proposed change/s, the reason for the change/s and be signed witnessed and dated.

Such amendment must receive the assent of at least 70% of the adult beneficial owners present and entitled to vote at such meetings.

## **11.0 DISPUTE RESOLUTION**

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The following process will apply when seeking to resolve any issue or disputes by beneficiaries.

- If there is an immediate issue at any hui called by ngā kaitiaki, the chairperson will respond.

- All other matters shall be raised verbally with the chairperson and deputy chairperson to see if in the first instance the issue can be resolved to the satisfaction of the beneficiary concerned.
- If no satisfaction is gained from this initial contact the beneficiary may choose to write his/her concerns, to be tabled formally at a kaitiaki meeting. Ngā kaitiaki shall address the letter formally and may require the beneficiary concerned to attend a meeting and speak to the letter.
- If no satisfactory resolution is attained the beneficiary may make the appropriate application to the Māori Land Court for a full and final decision which shall be binding on all parties to the dispute.

All of the above may be subject to ngā kaitiaki discretion.

## **12.0 LIABILITY AND INDEMNITY OF NGĀ KAITIAKI**

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### **12.1 NO LIABILITY OF NGĀ KAITIAKI, WITH EXCEPTION**

No kaitiaki shall be liable for any loss, unless attributable to the ngā kaitiaki own dishonesty, or to the wilful commission or omission by that kaitiaki of an act known by that kaitiaki to be a breach of trust.

### **12.2 INDEMNITY OF NGĀ KAITIAKI**

Each kaitiaki shall be entitled to full and complete indemnity for any personal liability which that kaitiaki may incur in any way arising from or in connection with that kaitiaki acting or purporting to act as a kaitiaki of the trust, provided such liability is not attributable to the ngā kaitiaki own dishonesty, or to the wilful commission or omission by that kaitiaki of and act known by that kaitiaki to be a breach of trust.

## **13.0 WINDING UP**

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In the event of ngā kaitiaki making a decision to wind up or dissolve the organisation, the assets, excluding the reservation, Waitara SD Lot 2 Part Sub 3 Section 24 block IV, shall be given or transferred to another organisation within Ngāti Mutunga for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005 or distributed in accordance with the Māori Land Court rules.

This will be carried out after the settlement of the organisations debts and liabilities and presentation by the ngā kaitiaki of a final annual report to beneficiaries.

## **14.0 INSPECTION OF CHARTER**

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- A copy of this charter may be viewed at any time online at [www.ngatimutunga.iwi.nz](http://www.ngatimutunga.iwi.nz) or at the Te Runanga o Ngāti Mutunga office between the hours of 8.30am and 5.00pm weekdays and Urenui Pā.
- A copy will also be lodged with The Māori Land Court.

## **15.0 AUTHORITY TO ISSUE**

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Issued in accordance with Regulation 7 of the Māori Reservations Regulations 1994 after consideration, compilation and endorsement at a meeting of ngā kaitiaki and beneficial owners of Urenui Pā on this 10th day of December 2016.

Signed by the Chairperson:

P. M. A. T. U. K. A.

In the presence of:

P. H. H. A. A. M. I.

Occupation:

Contractor

Address:

129 Yakiroa Street, Urenui