

CERTIFICATE OF INCORPORATION

of

NGATI MARU KI HAURAKI INCORPORATED
(AK/834321)

This is to certify that **NGATI MARU KI HAURAKI INCORPORATED** was incorporated under the Incorporated Societies Act 1908 on the 27th day of November 1996

Neville Harris

Neville Harris
Registrar of Incorporated Societies
27 November 1996



KAUPAPA

O

NGĀ TI MARU KI

HAURAKI

INCORPORATED

TABLE OF CONTENTS

1.	Name	1
2.	Objects	1
3.	Powers	1
4.	Membership	2
5.	Holding of General and Special Meetings	3
6.	Notices of General and Special Meetings	4
7.	Voting at Meetings	5
8.	Composition of Te Rūnanganui and Executive	6
9.	Appointment/Retirement of Te Rūnanganui and Executive	7
10.	Powers of Te Rūnanganui and Executive	8
11.	Meetings of Te Rūnanganui and Executive	8
12.	Payments	9
13.	Indemnity	9
14.	Liability of Members	9
15.	Financial	10
16.	Common Seal	10
17.	Alteration of Kaupapa	10
18.	Winding Up	11
19.	Definitions and Interpretation	11

KAUPAPA O NGĀTI MARU KI HAURAKI

1. NAME

- 1.1 The name of the society is **NGĀTI MARU KI HAURAKI INCORPORATED** ("Ngāti Maru").

2. OBJECTS

- (a) To foster, develop and represent the interests of Ngāti Maru and its members and Ngāti Maru descendants.
- (b) To sustain and recognise the mana and tino rangatiratanga of Ngāti Maru and its members and Ngāti Maru descendants.
- (c) To promote and advance:
- (i) the spiritual, cultural, social, economic, employment, education and other needs and aspirations of Ngāti Maru and its members and Ngāti Maru descendants; and
 - (ii) tikanga Maori, te reo Maori and taha waihua among Ngāti Maru and its members and Ngāti Maru descendants.
- (d) To tautoko the whānau and hapū of Ngāti Maru as kaitiaki in the management of ancestral lands, water, sites, wahi tapu, resources and taonga.
- (e) To tautoko the whānau, hapū and iwi of the Marutūāhu Confederation where that is consistent with the interests of Ngāti Maru as determined by Ngāti Maru in its absolute discretion.
- (f) To support, encourage, promote and conduct any Ngāti Maru initiatives or any other activities consistent with the spirit of the foregoing objects.

3. POWERS

- 3.1 Ngāti Maru shall have the power to do anything consistent with its objects and all the rights, powers and privileges of a natural person to the extent that it is not inconsistent with the Incorporated Societies Act 1908. Without limiting the generality of the foregoing, and subject to clauses 3.2 and 3.3, Ngāti Maru may on any terms it thinks fit:
- a) Represent Ngāti Maru in claims to the Waitangi Tribunal and manage any land, property, resources or other assets or taonga transferred to Ngāti Maru.



Represent Ngāti Maru and its members in dealings with other parties.
including central and local government, in matters of interest to or affecting

Ngāti Maru and its members. Such representation may include entering into contractual arrangements or litigation. For the purposes of the Resource Management Act 1991, and any amendments or replacement statutes, and any related legislation, Ngāti Maru is the Iwi Authority/Tribal Rūnanga representing Ngāti Maru.

- (c) Purchase, lease, hire or otherwise acquire any real or personal property, privileges or rights.
- (d) Sell, exchange, transfer, bail, lease or otherwise dispose of any real or personal property, privileges or rights.
- (e) Borrow or otherwise raise money by the issue of debentures, bonds, mortgages or other security (if any) given over all or any part of the property of Ngāti Maru.
- (f) Lend or otherwise invest any funds of Ngāti Maru upon such security or securities (if any) as may be determined.
- (g) Appoint and employ persons.

3.2 Any proposal to sell any real or personal property, privileges or rights must be approved by Ngāti Maru in general or special meeting. Such approval must be obtained by at least 75% of members present at the relevant general or special meeting.

3.3 Ngāti Maru may decide in general or special meeting to identify any land, property, resources, assets or taonga which cannot be the subject of the powers specified in clause 3.1(d) and (e).

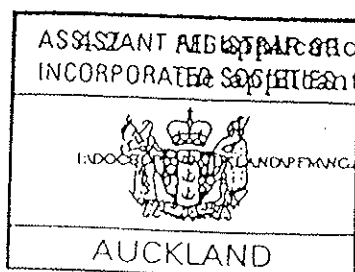
4. MEMBERSHIP

Entitlement to membership

4.1 Only the following persons are entitled to apply for membership of Ngāti Maru:

- (a) Ngāti Maru descendants;
- (b) Partners of Ngāti Maru descendants;
- (c) Whāngai of Ngāti Maru descendants; and
- (d) Descendants of the whāngai of Ngāti Maru descendants.

Application for membership



Applications for membership of Ngāti Maru shall be in writing and signed by the applicant and be in such form as Te Rūnanganui a Iwi o Ngāti Maru ("Te

Rūnanganui") may determine from time to time. However, applications for membership on behalf of children may be made by their parents or guardians.

- 4.3 All completed applications must be sent to the secretary.
- 4.4 Upon receipt of valid applications as determined by Te Rūnanganui, all applicants shall forthwith become members of Ngāti Maru with all rights and obligations antecedent to such membership.

Information confidential

- 4.5 All information contained in the application forms remains confidential to Ngāti Maru.

Register

- 4.6 A register of all members of Ngāti Maru and their contact address and phone number shall be kept by the secretary and the names of all new applicants shall be added to the register upon application being made for membership pursuant to section 4.
- 4.7 It is the responsibility of each member to advise the secretary of any change to their contact address and/or phone number.

Termination of membership

- 4.8 Any member may resign from Ngāti Maru at any time by notice in writing to the secretary and such member's membership of Ngāti Maru shall terminate forthwith from the date that the resignation is received by the secretary. However, such resignation does not preclude that person re-applying for membership.

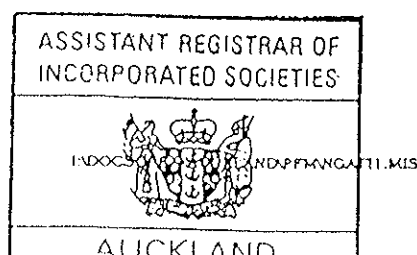
5. HOLDING OF GENERAL AND SPECIAL MEETINGS

Annual general meeting

- 5.1 An annual general meeting of Ngāti Maru shall be held in each financial year within three calendar months of the preceding financial year end and otherwise at such time and place as determined by Te Rūnanganui.

Frequency of meetings

- 5.2 A general meeting of Ngāti Maru shall be held at least 4 times in each financial year and otherwise at such time and place as determined by Te Rūnanganui. For the avoidance of doubt, the annual general meeting constitutes one general meeting.



Special meetings

5.3 A special meeting of Ngāti Maru may, subject to clause 6.2, be called at any time by Te Rūnanganui.

Who may attend meetings

5.4 Any member may attend a general or special meeting of Ngāti Maru.

Chairperson of meetings

5.5 Precedence for the chair at general and special meetings shall be in the order: the Chairperson, Vice-chairperson, and in their absence any person on Te Rūnanganui chosen by that body.

Quorum

5.6 Fifteen members shall be a quorum for a general or special meeting.

5.7 If within sixty (60) minutes from the time appointed for a general or special meeting, a quorum is not present the meeting shall be adjourned to a time, date and place advised by Te Rūnanganui at which time the meeting shall proceed provided that at least one quarter of members are present.

Conduct of Meetings

5.8 Te Rūnanganui shall regulate general and special meetings as it considers appropriate. Good conduct shall be adhered to at all meetings. Any person who, in the opinion of Te Rūnanganui, does not comply with this requirement shall be removed from that meeting.

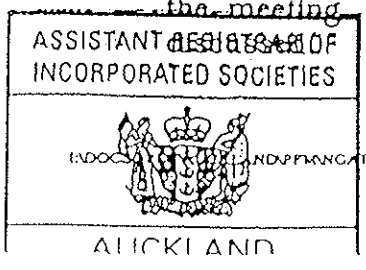
6. NOTICES OF GENERAL AND SPECIAL MEETINGS

General meetings

6.1 Notice in writing of the place, date and time of every general meeting and a copy of the minutes of the previous general meeting, and any previous special meeting, shall be forwarded to the members of Te Rūnanganui by mail approximately one month prior to the meeting. The notice shall specify the general nature of the take to be discussed.

Special meetings

6.2 Notice in writing of the place, date and time of every special meeting shall be forwarded to the members of Te Rūnanganui by mail at least three days prior to the meeting. The notice shall specify the general nature of the take to be



- 6.3 Te Rūnanganui will arrange for adequate public notification of general meetings and, where practicable, special meetings via newspapers, radio, television or internet etc.

Consultation of members by Te Rūnanganui

- 6.4 The members of Te Rūnanganui shall communicate with the hapū that they represent as to the timing and details of general and/or special meetings to be held.

7. VOTING AT MEETINGS

Entitlement to voting

- 7.1 Only the following members may vote at general or special meetings:

- (a) Members who are Ngāti Maru descendants;
- (b) Members who are whāngai of Ngāti Maru descendants;
- (c) Members who are descendants of the whāngai of Ngāti Maru descendants; and
- (d) Members who are a partner of a Ngāti Maru descendant, where such descendant is deceased, on behalf of the child or children of the deceased Ngāti Maru descendant until such child is or children are 18 years of age;

provided such members are aged eighteen years or over on the date that the relevant vote is taken pursuant to this Kaupapa.

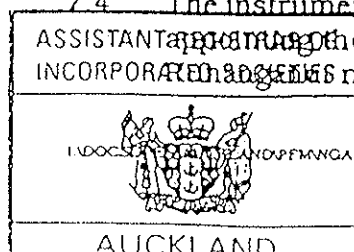
Method of voting

- 7.2 Any voting under this kaupapa may be undertaken in person, or by proxy pursuant to clauses 7.3-7.10, and where such voting is in person it may be by show of hands or ballot as determined by Te Rūnanganui.

Proxies - General/Special Meetings

- 7.3 Subject to clause 7.6, the person appointed by a proxy shall be the member of Te Rūnanganui representing the Ngāti Maru hapū of which the person appointing the proxy is a member. If that member on Te Rūnanganui is not going to be present at the meeting, a different Te Rūnanganui member may be appointed by the person appointing the proxy.

- 7.4 The instrument appointing the proxy shall be in writing and signed by the member appointing the proxy and, in all other respects, shall be in such other form as Te Rūnanganui may determine from time to time.



- 7.5 The instrument appointing the proxy shall be delivered to the meeting at which the person named in such instrument is authorised to vote, **falling which the instrument appointing the proxy shall be invalid.**
- 7.6 The member appointing the proxy may revoke and/or substitute his or her appointment with another by giving notice in writing to the secretary at any time prior to the meeting at which the person named in the original instrument is authorised to vote.

Proxies - Te Rūnanganui and Executive Meetings

- 7.7 Subject to clause 7.10, the person appointed by the proxy shall be another Te Rūnanganui member or a member who is representing the Ngāti Maru hapū of which the person appointing the proxy is a member.
- 7.8 The instrument appointing the proxy shall be in writing and signed by the member appointing the proxy and, in all other respects, shall be in such form as Te Rūnanganui may determine from time to time.
- 7.9 The instrument appointing the proxy shall be delivered to the meeting at which the person named in such instrument is authorised to vote, **falling which the instrument appointing the proxy shall be invalid.**
- 7.10 The member appointing the proxy may revoke and/or substitute that appointment with another by giving notice in writing to the secretary at any time prior to the meeting at which the person named in the original instrument is authorised to vote.

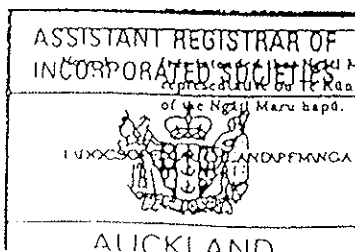
8. COMPOSITION OF TE RŪNANGANUI AND EXECUTIVE

Te Rūnanganui

- 8.1 Only members described specified in clause 7.1 may hold a position on Te Rūnanganui.
- 8.2 Te Rūnanganui shall comprise one person from each of those Ngāti Maru hapū who wish to be represented on Te Rūnanganui.¹

Executive

- 8.3 The Executive of Ngāti Maru shall be the manager, treasurer and secretary.



Ngāti Maru members identify with one principal hapū solely for the purposes of this Kaupapa, especially the appointment of a hapū representative to Te Rūnanganui. It is, however, recognised that many Ngāti Maru members can identify through whakapapa etc with more than one of the Ngāti Maru hapū.

1. XXXX XXXX AND XXXX XXXX XXXX

9. APPOINTMENT/RETIREMENT OF TE RŪNANGANUI AND EXECUTIVE

Retirement of existing Te Rūnanganui and Executive

- 9.1 All of the persons on Te Rūnanganui and Executive shall retire at the start of each year's annual general meeting. However, each person on Te Rūnanganui and Executive may be reappointed and re-elected respectively.

Te Rūnanganui appointment

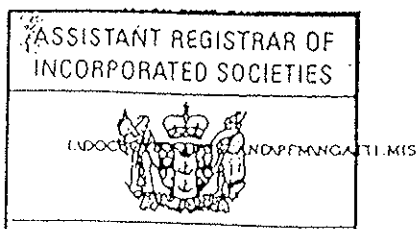
- 9.2 Te Rūnanganui shall be constituted at the annual general meeting.
- 9.3 Each of those Ngāti Maru hapū who wish to be represented on Te Rūnanganui shall advise Ngāti Maru at the annual general meeting of the person who will represent such hapū. In appointing their representative, each Ngāti Maru hapū may use whatever method of appointment it considers appropriate.
- 9.4 After being constituted, the members of Te Rūnanganui shall appoint a Chairperson and Vice-Chairperson, using whatever method of appointment they consider appropriate.

Executive elections

- 9.5 Subsequent to the appointment of Te Rūnanganui at the annual general meeting, nominations for the positions on the Executive shall be called for and elections held.
- 9.6 The elections for the Executive shall be held in the following order: manager, treasurer and secretary. Current members of Te Rūnanganui are ineligible for a position on the Executive.
- 9.7 Voting shall be in accordance with section 7 of this Kaupapa.

Retirement

- 9.8 Any person on the Executive may be dismissed from their position by Te Rūnanganui without further notice if he or she is absent from three consecutive Te Rūnanganui/Executive and general meetings.
- 9.9 Any person on Te Rūnanganui may be dismissed from their position by the hapū represented by that person if he or she is absent from three consecutive Te Rūnanganui/Executive and general meetings.
- 9.10 Te Rūnanganui may fill any vacancies on the Executive caused by death, resignation, dismissal for cause by Te Rūnanganui, or otherwise than by expiry of term.



- 9.11 Any vacancy on Te Rūnanganui caused by the death, resignation, dismissal for cause by Te Rūnanganui, or otherwise than by expiry of term shall be filled by the relevant hapū.

10. POWERS OF TE RŪNANGANUI AND EXECUTIVE

General powers

- 10.1 Subject to clause 10.2, all decisions shall be made by Ngāti Maru in general or special meeting unless there are matters which need to be decided at short notice and/or before the next general meeting, in which case such decisions may be made by Te Rūnanganui after consultation, where practicable, with the hapū of Ngāti Maru.
- 10.2 Ngāti Maru in general or special meeting may give such directions to Te Rūnanganui as it considers appropriate regarding the powers it may exercise.

Public statements on behalf of Ngāti Maru

- 10.3 Public statements on behalf of Ngāti Maru, including any written material, shall only be made by the Chairperson or other spokesperson authorised by Te Rūnanganui.

11. MEETINGS OF TE RŪNANGANUI AND EXECUTIVE

Frequency of meetings

- 11.1 Te Rūnanganui and Executive shall meet at least approximately every six weeks to discuss and decide any matters of interest to Ngāti Maru.

Notice of meetings

- 11.2 Notice in writing of the place, date and time of each meeting and a copy of the minutes of the previous meeting shall be forwarded to Te Rūnanganui and the Executive approximately one week prior to the meeting.
- 11.3 The notice shall specify the general nature of the take to be discussed.

Conduct of meetings

- 11.4 Te Rūnanganui shall regulate its meetings as it considers appropriate. Good conduct shall be adhered to at all meetings. Any person who, in the opinion of Te Rūnanganui, does not comply with this requirement shall be removed from that meeting.



Te Rūnanganui may, in carrying out its responsibilities, delegate any of its powers, and discretions to any member of Ngāti Maru or Subcommittee of

members of Ngāti Maru appointed by It for such purpose and for such period as it may determine, and may at any time rescind, extend or vary any such delegation of powers.

Chairperson of meetings

- 11.6 The Chairperson will chair Te Rūnanganui and Executive meetings and, in his or her absence, the Vice-Chairperson and, in his or her absence, any person on Te Rūnanganui or Executive as chosen by Te Rūnanganui at the meeting.

Quorum

- 11.7 Seven people on Te Rūnanganui shall be a quorum for a Te Rūnanganui and Executive meeting. If within forty-five (45) minutes from the time appointed for a meeting a quorum is not present the meeting shall be adjourned to a time, date and place advised by Te Rūnanganui at which time the meeting shall proceed provided that at least five people on Te Rūnanganui are present.

Voting at meetings

- 11.8 Voting shall be in accordance with section 7 of this kaupapa.
- 11.9 The Executive shall have no voting rights on matters which are decided by Te Rūnanganui.

12. PAYMENTS

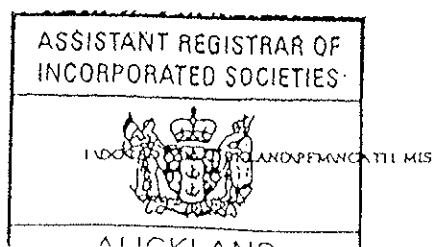
- 12.1 A person on Te Rūnanganui or Executive is not thereby precluded from receiving any payment or fee which Ngāti Maru may resolve should be paid by Ngāti Maru to that person but such person may not vote on such resolution.

13. INDEMNITY

- 13.1 Every person on Te Rūnanganui and Executive shall be indemnified out of the funds of Ngāti Maru for all costs, losses and expenses which such person may incur or become liable for by reason of any contract entered into or act or thing done by them as a person on Te Rūnanganui or Executive which is authorised by this kaupapa or by Ngāti Maru.

14. LIABILITY OF MEMBERS

- 14.1 No member shall be under any liability in respect of any contract or other obligation made or incurred by Ngāti Maru.



15. FINANCIAL

Record keeping and financial year

- 15.1 Proper records shall be kept of all financial transactions, and all moneys and negotiable instruments payable to Ngāti Maru shall be banked into a bank account or bank accounts in Ngāti Maru's name as soon as possible after receipt.
- 15.2 The financial year end shall be 31 March of each year and accounts to that date each year shall be prepared and shall be presented at the subsequent annual general meeting of Ngāti Maru.
- 15.3 The accounts presented at the annual general meeting shall be audited by a chartered accountant or some other person engaged in the business of auditing in New Zealand and approved by Ngāti Maru in general meeting, unless Ngāti Maru resolves in general meeting from time to time that no auditor be appointed for Ngāti Maru.

Cheques

- 15.4 Every cheque or withdrawal shall be signed by two people; one person being the treasurer and the other being any persons on Te Rūnanganui and Executive appointed for that purpose by Te Rūnanganui.
- 15.5 The treasurer may at the direction of Te Rūnanganui invest funds of Ngāti Maru on deposit with any trading or savings bank or in any security approved by law for investment of trust funds.

Budgets

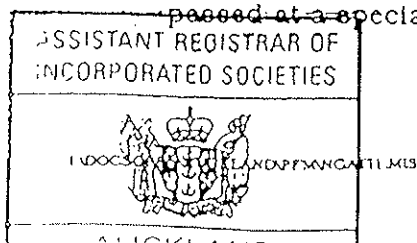
- 15.6 Te Rūnanganui shall approve any and all Executive budgets and expense limits at the beginning of each financial year.

16. COMMON SEAL

- 16.1 The common seal of Ngāti Maru, which is to be held by the secretary, may only be affixed to a document, where required, pursuant to a resolution of Ngāti Maru in general or special meeting, or resolution of Te Rūnanganui where authorised by this Kaupapa or Ngāti Maru in general or special meeting, and such document shall be signed by at least 10 people on Te Rūnanganui and/or Executive.

17. ALTERATION OF KAUPAPA

- 17.1 This Kaupapa may not be amended, added to or rescinded except by resolution passed at a special meeting of Ngāti Maru and:



- (a) the notice of the meeting must specify the resolution to be put to the meeting and the reasons for the proposed change to the Kaupapa;
- (b) such resolution shall not pass unless carried by at least two thirds of those present at the meeting and entitled to vote;
- (c) no alteration to the proposed resolution as notified shall be permitted.

18. WINDING UP

- 18.1 Ngāti Maru may be wound up if a resolution requiring Ngāti Maru to be wound up is passed and subsequently confirmed in accordance with section 24 of the Incorporated Societies Act 1908.
- 18.2 If upon the winding up of Ngāti Maru there remains, after satisfaction of all liabilities, any money or property then the same may be paid or distributed among the individual members of Ngāti Maru or disposed of in such other manner as the general meeting confirming the winding up resolution shall decide.

19. DEFINITIONS AND INTERPRETATION

- 19.1 In this Kaupapa, unless the context otherwise requires, the following definitions and interpretations shall apply:
 - (a) "Chairperson" means the member on Te Rūnanganui described in clause 9.4.
 - (b) "Executive" means the body comprising the persons described in clause 8.3.
 - (c) "Financial year" means the period described in clause 15.2.
 - (d) "Manager" means the member of the Executive described in clause 8.3.
 - (e) "Member" means a person who has become a member of Ngāti Maru pursuant to section 4 of this Kaupapa.
 - (f) "Ngāti Maru descendant" means any person who is both a descendant of either Tamatepo, Te Ngako or Tauru Kapakapa and a tupuna who was a member of any of the Ngāti Maru hapū.
 - (g) "Ngāti Maru hapū" means one of the following hapū, together with any other or new Ngāti Maru hapū approved of by Ngāti Maru in general meeting:



Ngāti Ahumua

- Ngāti Hape
- Ngāti Hauauru
- Ngāti Hikairo
- Ngāti Karaua
- Ngāti Kotinga
- Ngāti Kuriuaua
- Ngāti Matau
- Ngāti Naunau
- Ngāti Pakira
- Ngāti Pu
- Ngāti Rautao
- Ngāti Tahae
- Ngāti Te Aute
- Ngāti Tumoana
- Ngāti Ua
- Ngāti Wawenga
- Ngāti Whanga
- Te Uringahau

- (h) "Register of members" means the document described in clause 4.6.
- (i) "Secretary" means the member of the Executive described in clause 8.3.
- (j) "Te Rūnanganui a Iwi o Ngāti Maru" means the group referred to in clause 4.2 and comprising the persons described in clause 8.2.
- (k) "Treasurer" means the member of the Executive described in clause 8.3.
- (l) "Vice-Chairperson" means the member of Te Rūnanganui described in clause 9.4.

