

Te Kura Nui o

Pukehou Marae

September 2025

Te Kura Nui o te Marae o Pukehou - Pukehou Marae Charter

Ko Kauhehei te maunga
Ko Roto-a-Tara te waiū-tāukiuki
Ko Roto-a-Kiwa te roto
Ko Te Wainuiarapa te wairere
Ko te Tukituki te awa
Ko Kahotea, Te Roto-a-Tara ngā pā tūwatawata
Ko Te Maikuku, Roto-a-Kiwa me Te Umu-a-tehe ngā pā tahito
Ko Papa-aruhe te papakāinga
Ko Keke Haunga te whare tipuna
Ko Kauhehei te whare kai
Ko Tamaiwa te kāuta
Ko Ngāi Te Whatuiāpiti, Ngāi Te Hurihangaoterangi,
Ngāi Te Rangitekahutia me Ngāti Pukututu ngā hapū
Ko Ngāti Kahungunu te iwi
Ko Takitimu te Waka
Ko Renata Pukututu te tangata
Ko Pukehou te marae

Ka puta atu taku kāhu i tōna kōhanga i Te Awarua-a-Porirua, ā, ka piki ake ia ki runga i te pā tūwatawata tahito e kiia nei ko Kahotea, te kāinga whakatipu o Mahina-ā-rangi te hononga mareikura o Ngāti Kahungunu ki Tainui; Waikato taniwha rau, he piko he taniwha, he piko he taniwha!

Ka rere atu anō ia ki runga i te tāpuhipuhi o Kauhehei, ā, ka pere tāna titiro ki Kaokaoroa pae maunga, ki Kōhinurākau, ki Te Mata o Rongokako. Māwhiti ana te rere ki Kahurānaki e tū whakahīhī ana, e tū mokemoke anō, nā te mea kei waenganui te Tukituki e tauwehe i a rāua.

Ka hoki mai taku kāhu ki te papakāinga, ā, ka tau ia ki te taumata o Pukenui kei ngā pae o Raukawa, he kaitiaki, he tipua, nō te Kāreti o Te Aute. Ka titiro whakararo ki te waiū tāukiuki, te wharau a te tini, te wenerau a te mano, ā ko Roto-a-Tara tērā.

Otirā, ko te mata o Pukenui ki runga ake, ko te mania o Pukehou ki raro iho nei; tihei mauriora!

Ko tēnei te marae o Pukehou e noho mai nei, e tū hoki nei kei te raki o te Taiwhenua o Tamatea, kei te tonga anō o te Taiwhenua o Heretaunga; ā, kei te kōpū o Ngāi Te Whatuiāpiti, kei te rohenga o Tamatea me Here-taunga, tēnā rā tātau katoa!

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This Charter

- 1.1 The name for the Charter of Pukehou Marae is **Te Kura Nui o Pukehou**.
- 1.2 **Te Kura Nui o Pukehou** replaces the previous charter 'Te Kawenata o te Marae o Pukehou' that was adopted by the marae in the early 2010s.
- 1.3 It fulfils the requirements of the Māori Reservation Regulations 1994 under which the trustees of the reservation must draw up a charter to set out clearly the purpose of the marae and the role of the trustees in managing and running it.

2 Name

- 2.1 The name of the marae is Pukehou Marae.
- 2.2 The address of the marae is 2539 State Highway 2, Pukehou, Hawke's Bay 4174.
- 2.3 The marae is a marae reservation, pursuant to Section 338 of Te Ture Whenua Māori Act.
- 2.4 The legal description of the land is Māori Freehold Land.
- 2.5 The marae is located on the Māori land block known as Papa-aruhe 4A & 4C1.

3 Purpose of the Trust

- 3.1 The trust/board of trustees for the Māori Reservation shall be known as **Te Toihuarewa/Te Toihuarewa Trust**.
- 3.2 The beneficiaries of **Te Toihuarewa Trust** are defined in Section 6.
- 3.3 The function and purpose of **Te Toihuarewa Trust** is to manage and protect the marae so that it:
 - 3.3.1 Is a kāenga and ūkaipō for its whānau and beneficiaries;
 - 3.3.2 Exemplifies a place that practices whanaungatanga and manaakitanga to promote the mana of the marae and the hau kāenga;
 - 3.3.3 Upholds whakapapa, kōrero, kawa, and tikanga as has been handed down through the mātauranga Māori pertaining to the marae and its beneficiaries, whānau and hapū;
 - 3.3.4 Provides suitable physical structures for marae beneficiaries to meet for hui, tangihanga, karakia, hui-ā-tau, or for any other purpose that enables marae beneficiaries to express themselves as whānau, hapū, iwi, and or to host manuhiri;
 - 3.3.5 Supports hui and wānanga to advance the cultural, spiritual, physical, educational, and recreational well-being of the marae beneficiaries, and especially the wellbeing of our whenua (land), waimāori (water) and whānau (people);
 - 3.3.6 Functions in times of need to whāngai the wellbeing of the marae beneficiaries and whānau.
 - 3.3.7 Supports the implementation of Te Ara o Tāwhaki - Pukehou Marae Strategic Plan 2025 - 2035.

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4 Personal Benefit

- 4.1 Any income, benefit or advantage shall be applied to the objectives of **Te Toihuarewa**. No members of **Te Toihuarewa** or any person associated with a member shall participate in or materially influence any decision made by **Te Toihuarewa** in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever.
- 4.2 Any such income shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value).
- 4.3 The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

5 Iwi and Hapū Affiliations

- 5.1 The iwi and waka that the marae affiliates to are Ngāti Kahungunu and Takitimu.
- 5.2 The hapū identified by the marae are Ngāi Te Whatuiāpiti, Ngāi Te Rangitekahutia, Ngāi Te Hurihangaoterangi and Ngāti Pukututu.
- 5.3 A hapū register may be set up to record the members and beneficiaries of the marae.

6 Beneficiaries of the Marae shall be:

- 6.1 Whānau and hapū who have a direct whakapapa link to Ngāi Te Whatuiāpiti, Ngāi Te Rangitekahutia, Ngāi Te Hurihangaoterangi and Ngāti Pukututu. While Ngāi Te Whatuiāpiti extend across the wider Tamatea and Heretaunga districts, the latter three hapū are specifically from Pukehou;
 - 6.1.1 Whānau members who have an indirect whakapapa link to the marae, based on the tikanga concept of whāngai:
 - 6.1.1.1 Where through whāngai, individuals gain connection to the marae, even if they do not have a direct bloodline to the founding ancestors. This connection is based on the [historical] relationships and shared experiences within the whānau.
 - 6.1.1.2 Marae are sacred meeting places and are integral to Māori culture, hosting events and ceremonies that bring whānau together; whānau members, including those connected through whāngai, play roles and responsibilities within the marae.
 - 6.1.2 Organisations and structures that **Te Toihuarewa Trust** set up to support marae beneficiaries, including Papakāinga, Te Kōhanga Reo, kaumātua housing, hauora and or mātauranga facilities.

7 Trustees

- 7.1 Who may be nominated and elected as a trustee will not be limited by whakapapa to give the beneficiaries the opportunity to choose the very best candidates to contribute to the work of the trust.

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- 7.2 Up to two of the nine trustee positions that can be elected shall be reserved for 'rangatahi' aged between 18 and 35 years of age to encourage succession planning.
- 7.3 Once elected, the trustees will appoint the chairperson, secretary, and treasurer from among their number and the secretary will take minutes at all meetings from this point forward.
- 7.4 After the Annual General Meeting the trustees will confirm:
 - 7.4.1 A physical address for the registered office of the marae each year so that the trustees can receive mail;
 - 7.4.2 An email address for **Te Toihuarewa Trust** to which emails may be sent, for instance, this might be the secretary and or the chairperson;
 - 7.4.3 Any portals (whether via Facebook, a web page, or other platform) through which **Te Toihuarewa Trust** will communicate with its beneficiaries.

Term of Office

- 7.5 In the first term of this new charter, trustees will serve for a term of 3 years. Thereafter, in the event of a full 9-member board, at the end of the first full 3-year term, three trustees will retire and thereafter every year upon rotation. Retiring trustees may stand for re-election.
- 7.6 With a seven (7) member board (rangatahi positions not filled): at the end of the first full 3-year term, two Trustees will retire every year upon rotation, with one trustee retiring every third year. Retiring trustees may stand for re-election if they are nominated.
- 7.7 To determine the order of rotation, at their first meeting, each trustee will draw one number out of an enclosed box (with the box containing three 1s, three 2s, three 3s). After three years, the '1s' will be up for rotation after serving as trustees. After four years, the '2s' will be up for rotation and after five years and the 3s up for rotation. The rotation system will grow and build succession.
- 7.8 In the event the two (2) rangatahi positions are not filled, the rotation process will be the same as in clause 7.7 but the box will contain three 1s, two 2s, and two 3s.
- 7.9 If any Trustee resigns before serving a full term, or if a trustee passes away, the vacancy will be filled at the next Annual General Meeting following the process of nominations and voting in.
- 7.10 The following are persons not entitled to act as trustees:
 - 7.10.1 Persons under 18 years of age;
 - 7.10.2 Undischarged bankrupts;
 - 7.10.3 Persons subject to a Compulsory Treatment Order under part 1 of the Mental Health Act 1992;
Persons convicted of an offence punishable by imprisonment for a term of 6 months including those whose sentence has not yet been served except that in any case where the offence did not concern fraud or dishonesty the trustees may exercise a discretion as to whether a person nominated as a trustee is suitable to stand for election despite their previous conviction;

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- 7.10.4 Persons convicted of any offence concerning fraud or dishonesty;
- 7.10.5 Persons disqualified as a director of a company registered under the Companies Act 1993 or its predecessor;
- 7.10.6 Persons who have in the past been removed as a trustee of a trust by order of a Court.

Nominations

- 7.11 Nominations for trustees must be seconded and received in writing, which includes nominations sent by email.
- 7.12 The secretary must receive nominations no later than 21 days before the Annual General Meeting at which the election will be held.
- 7.13 The secretary must reply to the person making the nomination to confirm it has been received.
- 7.14 The secretary must contact every nominee to ensure they consent to their nomination.
- 7.15 Candidates must attend the meeting for the election, and before the voting takes place must briefly address those present about why they would be a suitable trustee (skills, experience, whakapapa, and commitment to the aims of the marae).

Voting

- 7.16 Voting will be by a show of hands by beneficiaries attending the meeting, whether in person or via the internet.
- 7.17 There will be no proxy voting.

Notice

- 7.18 Notice of the Annual General Meetings and Special General Meetings (collectively called 'general meetings') will be a minimum of 21 days except in the case of an emergency, when every attempt must be made to give notice to as many as possible as quickly as possible.
- 7.19 The notice will state the date, place, and time when the general meeting will occur, and will outline the agenda, in the case of a Special General Meeting, the notice will state the reason for holding the meeting.
- 7.20 The notice will be posted on the official Marae Facebook Page and any other relevant portals and will also be announced over iwi radio.

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Quorum

- 7.21 At any Annual General Meeting or Special General Meeting, a quorum shall comprise 6 out of 9 of the trustees then in office, and no fewer than 10 beneficiaries.
- 7.21.1 Should the maximum number of nine trustees not be attained through an election process, the quorum at any Annual General Meeting and or Special Meeting shall comprise five trustees until as such time that the full complement of nine trustees is attained.
- 7.22 At meetings of trustees, six of the nine trustees must be present to have a quorum. If there is no quorum, the trustees may meet, but no decisions are effective until ratified by a majority of trustees at their next meeting.
- 7.22.1 Should the maximum number of nine trustees not be attained through an election process, the quorum at trustee meeting shall comprise five trustees until as such time that the full complement of nine trustees is attained.
- 7.23 Quorum requirements will be suspended during any time of emergency.

Māori Land Court

- 7.24 The trustees must inform the Māori Land Court of the names of the trustees elected at any Annual General Meeting.
- 7.25 The election of trustees is subject to confirmation by the Māori Land Court.

8 Trustees' Duties

- 8.1 The primary duty of trustees is to act always in the best interest of all marae beneficiaries.
- 8.2 The trustees must do their best to fulfil the purpose of **Te Toi huarewa Trust**.
- 8.3 They must:
- 8.3.1 Manage and maintain the chattels, buildings, and the grounds of the marae;
 - 8.3.2 Obtain permissions and consents as necessary to enable the upkeep, restoration and new construction of buildings as required;
 - 8.3.3 Assess the need for, and where possible provide other amenities that may be beneficial for the life of the marae;
 - 8.3.4 Maximise the assets of the marae and minimise its liabilities;
 - 8.3.5 Manage the day-to-day running of the marae as efficiently and effectively as possible;
 - 8.3.6 Ensure the protocols and principles operating on the marae are consistent with tikanga and kawa;
 - 8.3.7 Provide clear direction on the use of the marae-ātea and other whenua associated with the marae for hui and tangihanga;

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- 8.3.8 Support whānau to maintain our urupā;
- 8.3.9 The trustees are responsible to the beneficiaries for the smooth operation of their marae, and to this end, they must work together collaboratively;
- 8.3.10 If anything arises that adversely affects the ability of the trustees to co-operate, they must use the dispute resolution as per clause 10.

Conflict of Interest

- 8.4 If the trustees are addressing a topic or making a decision from which a trustee or their immediate whānau stands to benefit more or differently for the rest of the marae beneficiaries, that trustee must leave the room during discussion, and not participate in the vote.

Trustees' meeting and attendance

- 8.5 The trustees will generally meet monthly but may meet often depending on the work to be done provided that in any year they meet at least six times.
- 8.6 Trustees must attend trustees' meetings, Annual General Meetings and Special General Meetings.
- 8.7 Marae beneficiaries cannot vote at board meetings, unless specifically agreed to by the chairperson and trustees present.
- 8.8 If a trustee cannot attend a trustees' meeting, they must give an apology to the secretary prior to the meeting.
- 8.9 A trustee will be deemed to have resigned if they miss:
 - 8.9.1 Three consecutive meetings without giving an apology;
 - 8.9.2 Four consecutive trustees' meetings whether, or not they have given an apology; and or,
 - 8.9.3 In either case, the chairperson will inform the trustee in writing that they are no longer a trustee.

Communication

- 8.10 The trustees will establish and maintain a means of communicating regularly with the beneficiaries of the marae about any decisions that affect them. This might be through a website or via social media, or some other convenient portal to which marae beneficiaries are connected.
- 8.11 The trustees will ensure that they use this communication platform to communicate with the marae beneficiaries about any significant aspect of their work as trustees.

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Finances

- 8.12 The trustees will receive and apply monies due and ensure that accounts are properly kept so that there is always a good record of the finances of the marae.
- 8.13 The Annual Financial Statements will be prepared by a Chartered Accountant and if necessary, the trustees may decide that an audit of the accounts be undertaken by a suitably qualified; this is not a requirement of **Te Toihuarewa Trust** but should the decision arise, the trustees will vote.
- 8.14 Once prepared, the Annual Financial Statements will be presented to beneficiaries at the next general meeting.
- 8.15 The accounts must be available for trustees to inspect at every trustee meeting.
- 8.16 The trustees will seek funding from relevant agencies to maximise the well-being of the marae.

Records

- 8.17 The trustees will maintain and secure all records and property of value (including taonga).
- 8.18 The trustees will take all necessary measures to ensure that the records they keep are secure and private.
- 8.19 The trustees will establish, maintain, and continue to develop an up-to-date register of marae beneficiaries.
- 8.20 In regard to access to information in the register of marae beneficiaries that the information is available marae to beneficiaries, but only on application to the trustees.

Sub-committees

- 8.21 The trustees may appoint a sub-committee to oversee any aspect of business concerning the Māori Reservation or the running of the marae.
- 8.22 At the time of appointing a sub-committee, the trustees shall set out in writing the terms of reference.
- 8.23 At least one trustee shall sit on any subcommittee; their primary role is to work with both the trustees and the sub-committee to ensure that all communication is open and honest.
- 8.24 The trustees shall also be responsible to inform the marae sub-committee(s) of issues that are of concern to them, which the marae sub-committee(s) should deal with, in consultation with the trustees.
- 8.25 The trustees will require that the marae sub-committee(s), inform the board of:
 - 8.25.1 Any activity likely to affect the marae;
 - 8.25.2 Any activity likely to have financial implications on hapū and marae beneficiaries; and,
 - 8.25.3 Any long-term (more than five years for example) effect on the marae or its whenua.

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- 8.26 The conduct of these sub-committees shall be consistent with **Te Kura Nui**.
- 8.27 All management and financial processes shall also be consistent with **Te Kura Nui**.
- 8.28 All marae beneficiaries shall be entitled to attend any (or all) of the sub-committee meetings, provided that their presence does not detract from the purpose of that sub-committee or the purpose of any meeting.

Delegations of authority

- 8.29 A chairperson who cannot attend a meeting may delegate the role to another trustee.
- 8.30 The trustees may co-opt people to assist them in any aspect of business, but a co-opted member may not vote.

9. Annual General Meeting

- 9.1 The Annual General Meeting shall be held within six months of the end of the financial year.
- 9.2 Where there are decisions to be made about the Māori Reservation and the administration of the marae that are in the nature of **Te Ara o Tāwhaki** or that have policy implications that go beyond what is required for the ordinary running of the whenua and the marae, these will be included in the agenda for an Annual General Meeting.
- 9.3 At the Annual General Meeting:
 - 9.3.1 The trustees will present to the beneficiaries an account and balance sheet for the previous year prepared by the marae accountant;
 - 9.3.2 The chairperson will present a report outlining the events, activities, achievements, and issues of the previous year;
 - 9.3.3 There will be an election of trustees if necessary; and,
 - 9.3.4 The beneficiaries will have the opportunity to discuss marae business and set objectives for the coming year.

10 Dispute Resolution

- 10.1 If disputes or disagreement arise about:
 - 10.1.1 Conflicts of interest;
 - 10.1.2 Allegations of trustee misconduct;
 - 10.1.3 The performance of a trustee or trustees; or,
 - 10.1.4 The practice of kawa and or tikanga at the marae:

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- 10.1.4.1 They shall be communicated in writing to the secretary, and the secretary shall acknowledge receipt of the communication within seven days and shall refer the communication to the trustees at their next meeting.
 - 10.1.4.2 In the conduct of the dispute resolution process, the chairperson and the trustees will endeavour to apply the kawa and tikanga of the marae and the hapū, and will use mātanga, tōhunga, kaumātua and other holders of mātauranga Māori as possible and suitable.
 - 10.1.4.3 In the first instance, unless they are implicated in the dispute or disagreement, the chairperson shall convene a meeting as soon as possible to discuss the communication, to try to resolve the dispute or disagreement.
 - 10.1.4.4 In the event that the chairperson is implicated in the dispute or disagreement, they will depute another of the trustees to assume the chairperson's role in the dispute resolution process.
- 10.2 If this meeting does not achieve resolution, the chairperson must report back to the trustees at the next trustees' meeting.
- 10.3 After hearing the chairperson's report, the trustees must appoint two of their number and an additional person from among the marae beneficiaries to investigate the matter further.
- 10.4 When they have further investigated the dispute or disagreement, these three must report back to the trustees, and if the matter is not resolved may recommend to the trustees that they engage a professional mediator or other person with the skills required to work with the participants to resolve the dispute.
- 10.5 In any case, either the trustees or others involved in the dispute may seek a mediation through the Māori Land Court.

11 Te Kura Nui (Charter)

- 11.1 Te Kura Nui may be amended only at an Annual General Meeting.
- 11.2 To amend it, a 60% majority vote of the trustees and marae beneficiaries present is required.
- 11.3 The secretary will ensure that, every five years, a review of the charter will be included in the agenda for the Annual General Meeting.
- 11.4 A copy of the charter will be permanently available for marae beneficiaries to consult, on the official Marae Facebook Page or any other internet portal for the marae that may be used instead.

12 Te Ara o Tāwhaki Marae Development [Strategic] Plan 2025 - 2035

- 12.1 **Te Ara o Tāwhaki** has been developed by trustees and marae whānau/beneficiaries for the marae, but it will remain a separate document to **Te Kura Nui**. It will be maintained and reviewed by **Te Toiwarewa Trust**. **Te Ara o Tāwhaki** does not need to be registered with the Māori Land Court or any other official

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body. The purpose of **Te Ara o Tāwhaki** shall be to enable the marae to plan future development, based on the history and whakapapa of the marae and the needs of the marae, hapū and beneficiaries.

13 Te Kura Nui o Pukehou Marae

Te Kura Nui forms the Charter for Pukehou Marae. It was brought into effect at an Annual General Meeting of Pukehou Marae held on 21 September 2025 upon a 60% vote of the trustees and beneficiaries in attendance.

The following elected trustees confirm the vote in favour of adopting Te Kura Nui (the Charter).

(1) Trustee's full name:

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Signature: Date:

(2) Trustee's full name:

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Signature: Date:

(3) Trustee's full name:

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Signature: Date:

(4) Trustee's full name:

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Signature: Date:

(5) Trustee's full name:

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Signature: Date:

(6) Trustee's full name:

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Signature: Date:

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(7) Trustee's full name:

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Signature: Date:

(8) Trustee's full name:

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Signature: Date:

(9) Trustee's full name:

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Signature: Date:

14 Kaumātua

14.1 The special place of kaumātua (elders) is acknowledged, and they are always present to offer guidance to **Te Toihuarewa Trust**.