To sit alongside the formal Māori Land Court Trust Order

Adopted by Whānau 8th June 2025 and Taumore Ahu Whenua Trustee resolution on 25th June 2025

**1. Foundational Clauses**

**1. TRUST NAME, TUPUNA AND BENEFICIARIES**

**1.1 Trust Name:**
The trust shall be known as **Taumore Ahu Whenua Trust**.

**1.2 Tūpuna:**
The Tūpuna of this trust are **Hautakiri Thomas Castle and Emily Roka Huitora Pekewhati Castle**.

**1.3 Whānau Beneficiaries:**
The beneficiaries of this Trust are the **Uri (descendants)** of the union between **Thomas Hautakiri Castle** and **Emily Roka Huitoroa Castle.**

**Recognition of Whāngai**

Whāngai who have been raised within the whanau **shall be recognised as Uri** for the purposes of this Trust. They are entitled to full participation, including voting rights and eligibility for trustee roles.

**1.4 Partner Involvement Clause:**

For the purposes of this Trust:

**1.1 Definition of Contributing Partner**
A contributing partner is defined as a spouse or de facto partner of a registered Uri (beneficiary) who has been in a committed relationship for a minimum of **12 consecutive months**. Recognition applies for the duration of the relationship only.

**1.2 Participation Rights**
Contributing partners may:

* Attend and speak at whānau hui.
* Receive pānui and Trust communications.
* Participate in Trust kaupapa and wānanga.
* Vote at Annual General Meetings (AGMs), Special General Meetings (SGMs), and in trustee elections.
* Contribute financially or through approved mahi/materials.

**1.3 Exclusions**
Contributing partners are **not eligible to**:

* **Hold a trustee position** within the Trust.
* Be recognised as Uri for succession or shareholding purposes.
* Inherit tenure or occupation rights on Trust-managed whenua, unless by written agreement from the Trustees.

**1.4 End of Relationship**
Should the relationship between a registered Uri and their partner dissolve, the contributing partner **immediately forfeits all rights** to vote, participate, or engage in Trust matters. No appeals or exceptions shall apply.

**1.5** Voting Eligibility:
Annual General Meetings (AGMs) shall be open to **all Uri aged 18 and over and are registered on the official Trust website.** decisions pertaining to the development or investment of Taumore lands shall be determined by **contributing members only** of the Trust.

***Definition of a contributing member***

* Made the agreed monthly monetary contribution to the Trust, **or**
* Provided *approved* non-financial contributions, such as materials, resources, or mahi (e.g. urupā maintenance), as recorded and confirmed by the Trustees.

All contributions—monetary or non-monetary—must be acknowledged in the Trust records and confirmed by at least two Trustees to qualify.

A roll of financial members will be maintained and updated quarterly by the Secretary and Treasurer. This list will be used to verify voting eligibility at AGMs and SGMs and made available prior to any voting.

**2. Life Interest and Acknowledgement**

**2.1 Life Interest Clause – Noelene Roka Danford:**
Noelene Roka Danford shall retain her **life interest** in the shares vested in this trust. Upon her passing, **all dividends will be redirected to the Taumore Trustees** to be administered **for the collective benefit of all registered beneficiaries**.

**2.2 Acknowledgements:**
This trust acknowledges the vision and provisions made by **Uncle William Thomas (Billy) Castle**, whose final purpose for this whenua for the collective good of all Uri.

 It also gratefully acknowledges the selfless contribution of Noelene Roka Danford (nee Rhind) in returning the whenua stated in Uncle William Thomas (Billy) Castle’s final will to the whanau and the fulfillment of his wishes that all Uri benefit from this whenua.

**3. Foundational Protection Clauses**

**3.1 Purpose and Legacy:**
The primary purpose of the trust is to **preserve and protect the whenua for future generations**, and to honour the legacy and wishes of Uncle Billy and the Castle line.

**3.2 Whenua Protection Clause:**
The whenua vested in this trust shall **never be sold or alienated**, and all decisions relating to leases, development, or occupation must be made in alignment with the Trust’s purpose and with the informed consent of contributing whānau.

**3.3 Trustee Conduct and Transparency:**
Trustees must act in good faith, with honesty, transparency, and in the best interests of all beneficiaries. They must exercise a high standard of care, diligence, and skill consistent with the duties of trustees. Minutes, financial records, and all major decisions shall be reported at each AGM and made available upon request to contributing members.

**3.4 Trustee Officer Roles:**
From among the elected trustees, the following officer roles shall be appointed by majority vote at the first trustee meeting following each election cycle:

* **Chairperson** – to lead trustee meetings, represent the Trust, and oversee general operations.
* **Co-Chairperson** – to support the Chairperson and act in their place when required.
* **Secretary** – to record minutes, manage communications, and maintain documentation.
* **Treasurer(s)** – one or more trustees may be appointed as Co-Treasurers, who will work collaboratively to manage trust finances, prepare financial reports, and ensure oversight and accountability.

**3.5 Additional Roles and Advisory Acknowledgement:**
All trustees have an equal voice and responsibility in decision-making regardless of whether they hold an officer role. Trustees who are not currently appointed to an officer position may serve as **Advisory Trustees**, supporting kaupapa through delegated tasks, subcommittees, and contributing institutional knowledge. This ensures inclusivity, acknowledges the value of all contributions, and affirms the importance of each trustee.

**The Trust also acknowledges the role of rangatahi in succession and leadership. One or more trustees may be designated as Rangatahi Representatives, with specific focus on intergenerational perspectives and youth engagement within whānau initiatives**

#  4. Trustee External Engagement Policy

# 4.1 Collective Trustee Representation

# All trustees are bound to act collectively when representing the Taumore Ahu Whenua Trust.

# No individual trustee may represent the Trust at external hui, meetings, or with agencies, landowners, or other trusts unless formally authorised by a trustee resolution.

# Where a trustee attends a hui or event without authorisation, they do so in a personal capacity only and must not speak on behalf of the Trust or commit the Trust to any outcomes.

# 4.2 External Invitations & Reporting

# Any invitation to attend a hui or forum relating to the whenua, beneficiaries, or Trust kaupapa must be:

# Shared with all trustees, and

# Approved via trustee consensus or written resolution before accepting in a representative capacity.

# All authorised engagements must be:

# Reported back to the full board,

# With hui notes, outcomes, or follow-up actions tabled and filed.

# 4.3 Contractor & Employee Engagement

# To protect the mana of the Trust and ensure proper governance, all engagements involving workers, contractors, or paid support must follow the process below:

# A. Approval & Resolution

# All contractor or employee roles must be approved by formal trustee resolution at a meeting or by signed majority.

# The kaupapa must align with Trust objectives (e.g. papakāinga development, urupā maintenance, administration).

# B. Written Agreement Required

# Each engagement must have a signed contract or service agreement that includes:

# Job description / scope of work

# Deliverables and timeframes

# Payment structure (flat rate, hourly, or milestone-based)

# Behavioural expectations (aligned with whānau code of conduct)

# Reporting and accountability expectations

# Exit or termination clauses

# A template may be used to ensure consistency across all Trust engagements.

# C. Conflict of Interest Declaration

# Trustees must declare if a proposed contractor or employee is a:

# Spouse, partner, sibling, child, or whānau member

# Business partner or financial associate

# That trustee must:

# Disclose the conflict, and

# Abstain from discussion and voting

# The Trust’s Conflict of Interest Policy applies.

# D. Whānau Code of Conduct Applies

# All contractors, employees, or workers must comply with the Taumore Ahu Whānau Trust Code of Conduct. This includes:

# Respectful behaviour

# No damage to whenua or property

# No unauthorised activity

# No intoxication while working

# Respecting tikanga, safety protocols, and trustee directions

# Breaches may result in written warnings, removal from site, or contract termination.

# E. Oversight & Transparency

# The Secretary and/or Chairperson must ensure all documentation is:

# Kept on record (contracts, reports, receipts, resolutions)

# Available for audit or beneficiary inspection upon request

# All financial arrangements and hiring decisions must be:

# Declared in the AGM financial report

# Available for contributing members to review

# 5. Trustee Disciplinary Process

# The integrity of the Trust relies on trustees upholding the highest standards of conduct, transparency, and accountability. This section sets out the formal process for addressing trustee misconduct in a fair and lawful manner.

# 5.1 Grounds for Disciplinary Action

# Disciplinary action may be taken where a trustee is found to have committed:

# A serious conflict of interest without disclosure

# Mismanagement or unauthorised use of Trust assets or information

# Breach of fiduciary duty (acting in personal interest or contrary to beneficiary interests)

# Failure to attend meetings or fulfill core trustee responsibilities

# Aggressive, disrespectful, or obstructive behaviour in meetings or toward beneficiaries

# Acting outside the scope of agreed trustee decisions or resolutions

# Persistent breaches of the Code of Conduct or External Engagement Policy

# 5.2 Principles of Natural Justice

# All disciplinary processes must uphold the principles of natural justice:

# The trustee must be informed in writing of the specific allegations

# They must have reasonable time to prepare a response

# They must have the opportunity to be heard and provide evidence

# The decision must be made by an impartial panel (excluding conflicted trustees)

# 5.3 Process Steps

# Trigger Event / Complaint

# Concern raised by a beneficiary, trustee, or through evidence (e.g. minutes, financials).

# Chairperson (or neutral trustee) logs the concern and notifies all trustees.

# Preliminary Review

# Trustees decide if concern warrants a formal disciplinary meeting.

# If yes, a Special Meeting is called.

# Notice of Meeting

# The trustee concerned receives:

# Formal letter outlining allegations

# Copy of any evidence

# Date, time, and venue of hearing

# Their right to respond in person or in writing

# Disciplinary Hearing

# Meeting begins with karakia and attendance recorded.

# Allegations presented by Chair or delegated trustee.

# Trustee has right to speak, present evidence, and be supported by a witness if desired.

# Trustees may ask questions and deliberate privately after hearing both sides.

# 5.4 Possible Outcomes

# Based on the severity and impact of the breach, the Trust may decide to:

# Issue a formal verbal or written warning

# Request corrective actions or training

# Suspend the trustee from duties for a fixed period

# Revoke voting rights on specific matters (temporarily)

# Apply to the Māori Land Court for removal under section 240 of Te Ture Whenua Māori Act 1993

# Require mediation or restorative hui to rebuild trust

# 5.5 Documentation and Review

# Minutes of the disciplinary meeting must be recorded in detail.

# All evidence, notices, and outcomes must be filed in the Trust’s governance records.

# The outcome must be notified in writing to the trustee and reported at the next whānau AGM (unless confidential for legal reasons).

# 5.6 Appeal Process

# If allowed under the Trust Deed or MLC direction, the trustee may appeal the outcome.

# A second Special Meeting may be called, or the matter may be referred to a kaumātua panel or legal advisor.

# Appeals must be lodged within 21 days of the decision.

# 5.7 Legal Compliance

# All disciplinary processes must comply with:

# The Trusts Act 2019

# The Trust Deed and Governance Charter

# Section 240 of Te Ture Whenua Māori Act 1993 if removal is sought

# 6. Whānau Code of Conduct

The purpose of this Code is to protect the mana of the whenua and the safety and dignity of all uri, trustees, and manuhiri engaged in Taumore Ahu Whānau Trust kaupapa. It reflects our shared values and provides a transparent process to address unacceptable behaviour.

**6.1 Expected Behaviour**

All uri and visitors engaging with Trust kaupapa — including hui, visits, development, and maintenance of the whenua — are expected to:

* **Respect others**: Speak with mana, listen with aroha. No bullying, shouting, abusive language, gossip, or intimidation will be tolerated.
* **Uphold tikanga and kaupapa**: Follow established protocols during hui, gatherings, and while on the whenua.
* **Protect the whenua and taonga**:
	+ No damage to wharenui, urupā, fences, tanks, or native trees
	+ No unauthorised planting, removal, or modification of whenua
	+ No dumping of rubbish, green waste, household goods, or vehicles
* **Access with permission**:
	+ All whānau must seek trustee approval before bringing structures, staying overnight, or using the whenua for events
	+ Lock access and keyholder systems will be managed by trustees
* **Stay sober and respectful**:
	+ No alcohol or drug use is permitted on the whenua or during Trust hui unless approved for a kaupapa like a celebration or unveiling
* **Respect decision-making processes**:
	+ Once consensus is reached at a hui or by trustee resolution, all uri are expected to support or respectfully step back — not undermine or sabotage outcomes

**6.2 Visitor Expectations**

Visitors (non-whānau) such as contractors, partners, kaumātua support workers, or external agencies must:

* Be hosted or approved by a trustee or contributing uri
* Follow all tikanga, safety protocols, and instructions while on site
* Not speak or act on behalf of the Trust unless formally authorised
* Leave the whenua tidy and respected as a wāhi tapu

**6.3 Whānau Dispute Resolution**

We recognise that disagreements may arise. To uphold kotahitanga, all uri are expected to:

1. Attempt to resolve issues **kanohi ki te kanohi** in a respectful way
2. If unresolved, raise the matter with a **nominated kaumātua or neutral trustee**
3. Attend a **wānanga** or facilitated discussion to restore understanding
4. If necessary, a **written agreement** or boundary may be supported by the Trust

No personal conflict shall be brought into trustee meetings or public forums unless related to a governance breach.

**6.4 Breach Management Process**

The Trust will manage breaches in a fair and progressive manner depending on severity:

| **Stage** | **Action** |
| --- | --- |
| **First Breach** | Verbal or written warning issued, with opportunity to reflect or resolve |
| **Second Breach** | Formal written notice and temporary ban from hui or activities |
| **Ongoing or Serious Breach** | Trespass notice issued under the **Trespass Act 1980** |
| **Major Harm (e.g. violence, property damage)** | Legal enforcement or civil claim for costs may follow |

All incidents and responses will be logged and reported to trustees for transparency.

**6.5 Trespass Process**

If an individual continues to breach the Code despite warnings:

* A resolution will be passed by the trustees
* A **Trespass Notice** will be issued verbally, in writing, or by signage
* The individual may be banned from:
	+ Entering trust land
	+ Attending hui or wānanga
* Breaching a Trespass Notice may result in **police involvement** and formal charges

**7. Employment & Contracting Framework**

This section outlines the requirements and safeguards when engaging any contractor, employee, or service provider to work on behalf of the Taumore Ahu Whānau Trust.

**Approval Process**

* All engagements must be approved by **formal trustee resolution**.
* The work must clearly support the Trust’s kaupapa (e.g., whenua development, urupā maintenance, administration, communications).

**Required Written Agreement**

Each contractor or employee must have a signed agreement or contract that includes:

* Scope of work
* Duration or timeframe
* Compensation or payment terms
* Reporting expectations
* Conduct expectations aligned with Trust policies

**Conflict of Interest Management**

* Any trustee with a personal or whānau connection to a proposed contractor must:
	+ **Declare the relationship/conflict**
	+ **Abstain from discussion or voting**
* This ensures transparency and maintains trust integrity.

**Code of Conduct Compliance**

* All workers, contractors, or external parties engaged by the Trust are required to comply with the **Whānau Code of Conduct**.
* Breaches may result in:
	+ Immediate removal from the whenua or kaupapa
	+ Written warnings or contract termination
	+ Further action if damage, harm, or misconduct occurs

**Oversight & Accountability**

* The Secretary and/or Chairperson must ensure proper documentation is kept.
* All engagements must be **reported back at a whānau hui** or trustee meeting.
* Contracts, reports, and payments must be available for review by contributing members upon request.

# 8. Application and Review

This Governance Charter has been adopted to uphold the kaupapa of the Taumore Ahu Whenua Trust. It is designed to empower trustees to act with integrity while protecting the collective rights of the whānau. Any part of this document may be reviewed and updated by resolution at a whānau hui, provided that such changes remain consistent with the overarching Māori Land Court Trust Order.

# 9. Glossary of Terms and Conditions

**Beneficiary:** A person who whakapapa to Hautakiri Thomas Castle and Emily Roka Huitora Pekewhati Castle and is entitled to benefit from the trust.

**Contributing Member:** A beneficiary who actively supports the Trust kaupapa through koha, participation, or service, and who has voting rights on specific trust matters.

**Conflict of Interest:** A situation where a trustee’s personal, financial, or whānau interests may interfere with their duty to act solely in the best interest of the Trust.

**Contractor:** Any person or business engaged by the Trust to perform paid services, including builders, advisors, and suppliers.

**Employee:** A person employed by the Trust to carry out duties under a signed employment agreement.

**Trustee Resolution:** A formal decision agreed to and recorded by the majority of trustees during a hui or via signed statement.

**Special Meeting:** A hui called specifically to discuss urgent or significant trust matters, such as disciplinary hearings or legal responses.

**Trespass Notice:** A legal directive issued under the Trespass Act 1980 that bans an individual from entering Trust land or attending Trust activities.

**Whānau Code of Conduct:** A policy outlining behaviour standards for uri, trustees, and visitors while engaging in trust matters or accessing the whenua.

**Whānau Dispute Mediation:** A process where a neutral trustee or kaumātua helps uri or trustees resolve conflicts respectfully and in accordance with tikanga.