



Mōkai Pātea Waitangi Claims Trust

DEED OF TRUST

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He Kupu Whakaaraara

Ka tiaho mai ngā whetū

Hei tohu o te kauae runga

Ka whitiwhiti mai i te rā

Hei ara ki te kauae raro

Ki te whaiao ki te ao mārama

Ko Papa e tūhonotia

E te pito i te hono i wairua

Ko Rangi e tūhonotia

E te kāwai a Tākawe o Kahukura

Whiti whano haramai te toki haumi e hui e tāiki e!

MOKAI PATEA WAITANGI CLAIMS TRUSTDated this 7th day of May 2019**PARTIES**

TE RŪNANGA O NGĀI TE OHUAKE	ROBERT MARTIN MARAEA BELLAMY
TE RŪNANGA O NGĀTI HAUITI	UTIKU POTAKA THOMAS CURTIS
TE RŪNANGA O NGĀTI WHITIKAUPEKA	BARBARA BALL TE RINA WARREN
TE RŪNANGA O NGĀTI TAMAKŌPIRI	HARI BENEVIDES MOIRA RAUKAWA-HASKELL
TUMU MŌKAI	ISAAC HUNTER

*(the Initial Trustees)***BACKGROUND**

- A The Trustees wish to declare a trust primarily for the benefit of the Members of Mōkai Pātea Waitangi Claims Trust, and more broadly for the benefit of the individuals, whānau, marae, hapū and iwi of Mōkai Pātea Nui Tonu.
- B This Deed provides the rules and procedures for the Mōkai Pātea Waitangi Claims Trust.
- C The Mōkai Pātea Waitangi Claims Trust is established under this Deed of Trust to, inter alia, further the claims of Mōkai Pātea Nui Tonu against the Crown for historical breaches of Te Tiriti o Waitangi / the Treaty of Waitangi, and to seek and maintain a mandate to negotiate and settle those claims. Mōkai Pātea Nui Tonu acknowledge and affirm our history of kōtahitanga, but similarly recognise and respect the rangatiratanga of our iwi and hapū, as evidenced by the accountability back to our Iwi Rūnanga as representatives of those iwi and hapū.
- D On signing this Deed the Initial Trustees declare a trust on and subject to the terms of this deed in respect of the \$10 held by them upon the trusts and with the powers set out in this Deed.

NOW THIS DEED RECORDS:**1 DEFINITIONS AND CONSTRUCTION****1.1 Defined terms**

1.1 In this Deed, unless the context otherwise requires:

Adult Member of Mōkai Pātea means, a Member of Mōkai Pātea who is over the age

of 18 years.

Assets means Trust property of any kind, whether tangible or intangible, real or personal and includes choses in action, rights, interests and money.

Balance Date means 30 June or any other date adopted by the Trustees by written resolution as the date up to which accounts are to be made in each year.

Chairperson means a chairperson of an Iwi Rūnanga and includes Chairpersons in the plural, and can include “Convenor” if that term is used by an Iwi Rūnanga to describe its chairperson.

Charitable Purpose means, every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section OB1 of the Income Tax Act 2004.

Corporate Trustee means an entity incorporated to act as corporate trustee of the Trust from time to time, in which case any other Trustees appointed in accordance with this deed will be appointed as directors of the corporate trustee and all provisions which would otherwise apply to those individuals as Trustees will apply to those individuals as directors of the Corporate Trustee.

Deed means this Deed and includes any amendments to this Deed made in accordance with this Deed.

Disputes Committee means the committee appointed in accordance with clause 19.4.

Distribution Date means the date that occurs 80 years less one day from the date of this deed or such earlier or later date within the Perpetuity Period applicable to this deed from time to time as provided in clause 2.3.

Election Closing Date has the meaning set out in clause 4.8 of Schedule One.

General Meeting means, an Annual General meeting or a Special General meeting or a Hui ā-Iwi convened and conducted in accordance with clause 16.

Hapū Seats means those seats on each Iwi Rūnanga specified for particular hapū filled by way of Phase II elections in accordance with clause 4 of Schedule One.

Income Year means:

- (a) the period from the date of this deed to the first Balance Date;
- (b) each year ending on a Balance Date during the term of the trusts created by this deed; and
- (c) the period from the Balance Date immediately preceding the Distribution Date to the Distribution Date.

Initial Trustees means the individuals listed in clause 4 of Schedule Two.

Inland Revenue Acts has the meaning given to it in section 3(1) of the Tax Administration Act 1994.

Iwi Rūnanga (and “**Rūnanga**”) means each of the following bodies, or where the context requires, one or more of the following bodies:

- (a) Te Rūnanga o Ngāi Te Ohuake.
- (b) Te Rūnanga o Ngāti Hauti;
- (c) Te Rūnanga o Ngāti Whitikaupeka;
- (d) Te Rūnanga o Ngāti Tamakōpiri.

Major Transaction means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, Assets by the Trust the value of which is more than 25% of the value of the Trust Fund before the acquisition; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, Assets by the Trust the value of which is more than 25% of the value of the Trust Fund before the disposition; or
- (c) a transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities the value of which is more than 25% of the value of the Trust Fund before the transaction;

provided however that nothing in paragraph (c) of this definition applies by reason only of the Trust giving, or entering into an agreement to give, a charge secured over Assets of the Trust the value of which is more than 25% of the value of the Trust Fund for the purpose of securing the repayment of money or the performance of an obligation.

Marae are the seven marae of Mōkai Pātea, namely Te Riu o Puanga, Moawhango, Opaea, Kaiewe, Winiata, Rātā, Tāhuhu, and any marae included under clause 7.6 of Schedule Three.

Members of Mōkai Pātea (and “**Members**”) means persons who:

- (a) descend from Tamatea Pokai Whenua; and
- (b) affiliate by way of verified whakapapa to one or more of the iwi or hapū of Mōkai Pātea Nui Tonu, (and includes Whāngai who satisfy the Iwi Rūnanga verification processes); and
- (c) are registered on the Members’ Register.

and **Member of Mōkai Pātea** (and “**Member**”) has the same meaning in the singular.

Membership Committee means the committee appointed in accordance with clause

4.1 of Schedule Four.

Members' Register means the register of Members of Mōkai Pātea held and maintained by the Trust in accordance with Schedule Four.

Mōkai Pātea Hapū means one or more of the hapū of the Mōkai Pātea Iwi.

Mōkai Pātea Iwi means one or more of the four Iwi of Mōkai Pātea Nui Tonu, namely (1) Ngāi Te Ohuake, (2) Ngāti Hauiti, (3) Ngāti Whitikaupeka, and (4) Ngāti Tamakōpiri as represented by their respective Iwi Rūnanga.

Mōkai Pātea Nui Tonu (and “**Mōkai Pātea**”) means the confederation of each of the following iwi and their respective hapū, or where the context requires, one or more of the following iwi and their respective hapū (and includes any hapū included under clause 7.6 of Schedule Three):

Mōkai Pātea Iwi	Mōkai Pātea Hapū
Ngāi Te Ohuake	Ngāti Hau, Ngāti Tamakorako, Ngāti Hinemanu*, Ngāti Honomōkai*, Ngāi Te Upokoiri*, Ngāi Te Ngāruru, Ngāti Paki
Ngāti Hauiti	Ngāi Te Ngahoa, Ngāti Ruaanga, Ngāti Haukaha, Ngāti Tamatereka, Ngāti Hora, Ngāti Tumōkai*, Ngāti Hinetio, Ngāti Hinemanu*, Ngāi Te Upokoiri (II), Ngāti Whiti-Hauiti, Ngāti Rangiwahiao
Ngāti Whitikaupeka	Ngāti Whiti Tūturu, Ngāti Whiti-Hauiti, Ngāti Whiti-Tama, Ngāi Te Upokoiri*, Ngāti Honomōkai*, Ngāi Tautahi
Ngāti Tamakōpiri	Ngāti Tuope, Ngāti Tamakaiaorangi, Ngāti Hinetai, Ngāti Tamapinea, Rangitoea, Ngāti Tamawhiti, Ngāti Tama Tūturu, Ngāti Te Taenui, Ngāti Tūtakaroa*, Ngāti Tamakaitangi, Hikakainga

* denotes that the hapū is a shared hapū

Mōkai Pātea Waitangi Claims Trust means the trust established by this Deed.

Nominations Closing Date has the meaning set out in clause 4.6 of Schedule One.

Rangatahi Advisory Council means persons up to the age of twenty-five years who are appointed by the Trustees to represent the interests and concerns of the rangatahi of Mōkai Pātea Nui Tonu and the youth who reside in the Mōkai Pātea rohe in accordance with clause 8 of Schedule Three.

Registration Form means the form used from time to time by the Trustees to enter the details of Members of Mōkai Pātea on the Members' Register.

Returning Officer means the individual appointed in accordance with clause 4.2 of Schedule One, or clause 5.1 of Schedule Five (as relevant).

Rūnanga Delegates means those persons elected as Delegates for each of the Iwi Rūnanga in accordance with Schedule One.

SGM means a special general meeting held in accordance with Schedule Five.

Special Resolution means a resolution in accordance with Schedule Five.

Specified Period in relation to an Income Year means a period commencing at the end of that Income Year, being such period as is from time to time specified by law for determining whether income arising from a trust fund is assessable as Member's income or Trustee's income.

Spouse means a person who is married to that person or to a person who, while not being married to that person, is in a civil union with that person or is living with that person in a de facto relationship (as defined in the Property (Relationships) Act 1976) or a relationship which, in the Trustees' opinion, is in the nature of marriage or civil union.

Surplus Income means that part of the income arising from the Trust Fund in an Income Year which the Trustees may not have accumulated, paid, applied or appropriated under clauses 4.1 to 4.3 during that Income Year, or within the Specified Period.

Taumata Tikanga means pakeke, kaumatua and kuia of Mōkai Pātea Nui Tonu who are determined in accordance with tikanga to be the Taumata Tikanga, and who may advise the Trust in accordance with clause 8 of Schedule Three of this Deed.

Teleconference Meeting means a meeting where the participants are contemporaneously linked by telephone or some other means of instant audio or audio and visual communication.

Tikanga means the customary values and practices of Mōkai Pātea Nui Tonu.

Trust means the Mōkai Pātea Waitangi Claims Trust created by this Deed.

Trustees means the persons appointed from time to time in accordance with Schedule Two whether Initial, additional or substituted.

Trust Fund means, all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed.

Trust Information includes any information regarding the terms of the Trust, the administration of the Trust or the Trust Fund that it may, from time to time, be reasonable for a Member to have in order for the Trust to be enforced by the Member but does not include the Trustees' deliberations in respect of the exercise of any discretion or powers under this deed nor the reasons for any decisions of the Trustees, nor any information received by the Trustees that is determined by them to be confidential.

Tumu Mōkai means the Trustee appointed under clause 5.1(b) of Schedule One, representing all of Mōkai Pātea Nui Tonu and who is responsible for ensuring the cultural safety of the Trust by providing advice on tikanga, kawa and matters of a cultural nature.

Verified Whakapapa means an affiliation by whakapapa to Mōkai Pātea Nui Tonu as verified by the Membership Committee, and includes verification of whāngai who satisfy the Iwi Rūnanga verification processes.

Voting Paper means, a voting paper (including any electronic voting paper) issued in accordance with Schedule One on which the Trustees shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed Registration Form attached to and forming part of that Voting Paper.

Whāngai means those persons who do not affiliate to Mōkai Pātea by descent from a primary ancestor of Mōkai Pātea but who are adopted by a Member of Mōkai Pātea in accordance with the Tikanga of the particular iwi or hapū; such Tikanga to be determined by the particular Iwi Rūnanga concerned.

Working Day means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

1.2 Construction

In the construction of this deed:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a clause or a schedule is to a clause or schedule of this deed, and a reference in a schedule to a clause is a reference to a clause in that schedule;
- (c) a reference to a person includes a trustee corporation, and a corporation sole, and also a body of persons, whether incorporated or unincorporated;
- (d) a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations that have been substituted for that enactment or those regulations; and
- (e) headings appear as a matter of convenience and will not affect the construction of this deed.

2 CREATION OF THE TRUST

2.1 Declaration of trust

The Initial Trustees direct, and the Trustees acknowledge, that the Trustees hold the Trust Fund upon the trusts and with the powers set out in this deed.

2.2 Name of trusts

The trusts created by this deed are to be known as “Mōkai Pātea Waitangi Claims Trust”.

2.3 **Perpetuity period**

- (a) The Perpetuity Period is the period of 80 years from the date of this deed (being the maximum perpetuity period under the Perpetuities Act 1964).
- (b) The Trustees declare that if any change in any rule or law applicable to this deed from time to time permits the Perpetuity Period to be extended or deleted, the Trustees may vary this deed pursuant to the power to do so under clause 21:
 - (i) to extend the Perpetuity Period or duration of the Trust (as the case may be) up to the maximum period then permitted; or
 - (ii) to delete the Perpetuity Period; and/or
 - (iii) to make any corresponding changes to this deed as they determine necessary or appropriate.

3 **ROLE OF TRUSTEES**

3.1 **Activities of the Trustees**

The Trustees will have the powers and discretions set out in Schedule Three.

4 **INCOME TRUSTS**

4.1 **Discretionary power to accumulate Income**

- (a) At any time before the Distribution Date the Trustees may accumulate all or part of the Income of the Trust in an Income Year. The accumulated Income will be added to the capital of the Trust, becoming part of the Trust Fund, subject to the trusts and powers applicable to capital under this deed. Subject to any restrictions set out in this deed, the Trustees may still resort to the accumulated Income at any time and pay, apply or appropriate all or part of it as if it were Income of the Trust Fund.
- (b) This power to resort to accumulated Income extends to a payment, application, or appropriation made to or for a Member who at the time of accumulation of that Income was not a Member.

4.2 **Discretionary power to pay, apply or appropriate Income**

- (a) Subject to any restrictions set out in this deed, at any time before the Distribution Date the Trustees may pay, apply or appropriate all or part of the Income arising from the Trust Fund in an Income Year to, or for the maintenance, education or advancement, or in any other way for the benefit, of any one or more of the Members or Iwi Rūnanga.
- (b) If the Trustees so provide for more than one of the Members or Iwi Rūnanga they need not treat each of them equally.

4.3 **Provisions relating to payments, applications and appropriations of Income**

- (a) Subject to any restrictions set out in this deed, at any time before the Distribution Date the Trustees, by written resolution, may transfer any investments to any one or more of the Members or Iwi Rūnanga in satisfaction of a payment, application or appropriation under clause 4.2.

- (b) In making a payment or application under clause 4.2, the Trustees may pay money to the parent(s) of, guardian(s) of, person(s) having the care of, or person(s) providing a service or benefit to, a Member who is a minor. The receipt of such person will be a sufficient discharge to the Trustees for the payment or application.
- (c) The Trustees may make an appropriation of Income even though at the time of appropriation they have not received the Income being appropriated.
- (d) The Trustees may treat any Income appropriated to a minor as if that Income had arisen from investments held on trust for the minor, and accordingly, had become available under section 40 of the Trustee Act 1956 for his or her maintenance, education, advancement or in any other way for his or her benefit.
- (e) If the Trustees appropriate any Income to a Member or Iwi Rūnanga, that Member or Iwi Rūnanga will take an absolute and indefeasible interest in that Income as from the date on which it is appropriated.
- (f) This clause 4 will not operate to vest any part of the capital of the Trust Fund in any of the Members.

4.4 **Accumulation of Surplus Income**

- (a) The Trustees will accumulate any Surplus Income and add it to the capital of the Trust so that it becomes part of the Trust Fund, subject to the trusts and powers applicable to capital under this deed. Subject to any restrictions set out in this deed, the Trustees may still resort to the accumulated Surplus Income at any time and pay, apply or appropriate all or part of it as if it were income of the Trust Fund.
- (b) This power to resort to accumulated Surplus Income extends to a payment, application, or appropriation made to an Iwi Rūnanga or to a Member who at the time of accumulation of that Surplus Income was not a Member.

5 **CAPITAL TRUSTS UNTIL THE DISTRIBUTION DATE**

5.1 **Discretionary power to pay, apply or appropriate capital**

- (a) Subject to any restrictions set out in this deed, at any time before the Distribution Date the Trustees may pay, apply or appropriate as much of the capital of the Trust Fund as they think fit to, or for the maintenance, education or advancement, or in any other way for the benefit, of any one or more of the Members or Iwi Rūnanga.
- (b) If the Trustees so provide for more than one of the Members or Iwi Rūnanga they need not treat each of them equally.
- (c) This power to pay, apply or appropriate capital extends to a payment, application, or appropriation of capital made from Income accumulated under clause 4.1 or Surplus Income accumulated under clause 4.4 to an Iwi Rūnanga or for a Member who at the time of accumulation was not a Member.
- (d) Any payment, application or appropriation of capital may be made either in addition to or in place of any payment, application or appropriation of Income.

5.2 Provisions relating to payments, applications and appropriations of capital

- (a) Subject to any restrictions set out in this deed, at any time before the Distribution Date the Trustees, by written resolution, may transfer any investments to any one or more of the Members or Iwi Rūnanga in satisfaction of a payment, application or appropriation under clause 5.1.
- (b) In making a payment or application under clause 5.1, the Trustees may pay money to the parent(s) of, guardian(s) of, person(s) having the care of, or person(s) providing a service or benefit to, a Member who is a minor. The receipt of such person will be a sufficient discharge to the Trustees for the payment or application.
- (c) If the Trustees appropriate any capital to a Member under clause 5.1, that Member or Iwi Rūnanga will take an absolute and indefeasible interest in that capital as from the date on which it is appropriated.

6 CAPITAL TRUSTS FROM THE DISTRIBUTION DATE

6.1 Residual Capital Trusts

From the Distribution Date, the Trustees will hold the Trust Fund (or what remains of it) in accordance with any determination made by the Trustees under clause 7.7 of Schedule Three.

7 CONDITIONAL PAYMENTS, APPLICATIONS, APPROPRIATIONS

7.1 Conditional Payments

The Trustees may make any payment, application, appropriation or transfer of Income or capital of the Trust Fund to or for the benefit of a Member or Iwi Rūnanga under clauses 3, 5 or 6 conditional on:

- (a) that Member or Iwi Rūnanga entering into an agreement in relation to the payment, application, appropriation or transfer (whether under section 21 of the Property (Relationships) Act 1976 or otherwise), on terms acceptable to the Trustees; or
- (b) the payment, application, appropriation or transfer being subject to an existing agreement (whether under section 21 of the Property (Relationships) Act 1976 or otherwise), the terms of which are acceptable to the Trustees.

8 TRUSTEES

8.1 Appointment and removal

Trustees may be elected and removed in accordance with the procedure set out in Schedule One.

9 TRUSTEE PROCEDURAL PROVISIONS

9.1 Meetings

The Trustees will meet as often as they consider desirable for the efficient and proper conduct of the affairs of the Trust, provided that there shall be a minimum of 4 meetings in each financial year.

9.2 Quorum

A quorum for a meeting of Trustees shall be a majority of the Trustees who, for the time being, have been elected or otherwise holding office, provided that at each meeting, the Trustees present shall include at least one Trustee from each of the four Iwi Rūnanga.

9.3 Notice of meetings

- (a) Written notice of every meeting of Trustees will be either hand-delivered, posted or sent by facsimile or email to each Trustee at least 7 days before the date of the meeting.
- (b) Every notice of a meeting will state the place, day and time of the meeting and may also state the subject-matter of the meeting.
- (c) The requirement for notice of a meeting may be waived if all the Trustees give their consent to such a waiver.

9.4 Adjournment

If a quorum is not present within 30 minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting.

9.5 Resolutions

- (a) Unless specified otherwise in this deed, a decision is taken and a resolution is validly made when it is moved by a representative from one Iwi Rūnanga and seconded by a representative from a second Iwi Rūnanga, and passed by a simple majority of those Trustees present and entitled to vote.
- (b) The chairperson does have a casting vote.
- (c) The Trustees may vary or cancel any resolution at a meeting.
- (d) A written resolution signed by 75% of the Trustees will be as effective for all purposes as a resolution passed at a properly convened and conducted meeting of the Trustees. Such a resolution may comprise several duplicated documents, each signed by one or more of the Trustees.

9.6 Reporting

The Tumu Mōkai Representative will provide an update to the Trustees on the Tumu Mōkai's activities at every meeting held in accordance with clause 9.1.

9.7 Minutes

- (a) The Trustees will keep a proper record in a minute book of all decisions taken and business transacted at every meeting of the Trustees.
- (b) Where minutes of the proceedings at a meeting of the Trustees have been made in accordance with the provisions of this rule then, until the contrary is proved, the meeting will be deemed to have been properly convened and its proceedings to have been properly conducted.

9.8 Teleconference Meetings

- (a) A Teleconference Meeting between a number of Trustees who constitute a quorum, will be deemed to constitute a meeting of the Trustees. All the provisions in this deed relating to meetings will apply to Teleconference Meetings so long as the following conditions are met:
- (i) All of the Trustees for the time being entitled to receive notice of a meeting will be entitled to notice of a Teleconference Meeting and to be linked for the purposes of such a meeting. Notice of a Teleconference Meeting may be given on the telephone;
 - (ii) Throughout the Teleconference Meeting each participant must be able to hear each of the other participants taking part;
 - (iii) At the beginning of the Teleconference Meeting each participant must acknowledge his or her presence for the purpose of that meeting to all the others taking part;
 - (iv) A participant may not leave the Teleconference Meeting by disconnecting his or her telephone or other means of communication without first obtaining the consent of the chairperson, or if there is no chairperson, the consent of the other participants. Accordingly, a participant will be conclusively presumed to have been present and to have formed part of the quorum at all times during the Teleconference Meeting unless he or she leaves the meeting with such consent; and
 - (v) Minutes of the proceedings at the Teleconference Meeting will be sufficient evidence of those proceedings, and of the observance of all necessary formalities.

9.9 Appointment of chairperson

The Trustees will elect one of their number to act as chairperson on such terms as the Trustees agree. If the chairperson cannot be present at a meeting or is not present within 10 minutes of the time appointed for any meeting, the Trustees present may elect one of their number to be the chairperson of that meeting. The Trustees will elect one of their number to act as deputy chairperson on such terms as the Trustees agree, provided that the deputy chairperson shall be a representative appointed by a different Iwi Rūnanga from the chairperson.

10 DISCLOSURE OF INTERESTS

10.1 Interested Trustee

- (a) A Trustee will be interested in a transaction to which the Trust is a party if the Trustee:
- (i) is a party to, or will derive a material financial benefit from that transaction;
 - (ii) has material financial interest in another party to the transaction;

- (iii) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the transaction, not being a party that is wholly owned by the Trust;
 - (iv) is the parent, child or Spouse of another party to, or person who will or may derive a material financial benefit from the transaction; or
 - (v) is otherwise directly or indirectly interested in the transaction.
- (b) For the avoidance of doubt, a Trustee will not be interested in a transaction if the same material financial benefit from that transaction will be derived by the majority or a large number of the Members.
- (b) As soon as a Trustee becomes aware of the fact that he or she is interested in a transaction or proposed transaction with the Trust, he or she must disclose to his or her co-Trustees:
- (i) the nature and monetary value of that interest (if the monetary value of the Trustee's interest is able to be quantified); or
 - (ii) if the monetary value of the Trustee's interest cannot be quantified, the nature and extent of that interest.
- (c) A disclosure of interest by a Trustee must be recorded in the minute book of the Trust.

10.2 **Interested Trustee may not vote**

A Trustee who is interested in a transaction entered into, or to be entered into, by the Trust may not vote on, or participate in the discussions on a matter relating to the transaction, nor be included among the Trustees present at the meeting for the purpose of determining a quorum, but may:

- (a) attend a meeting of Trustees at which a matter relating to the transaction arises;
- (b) sign a document relating to the transaction on behalf of the Trust; and
- (c) do anything else as a Trustee in relation to the implementation of the transaction, as if he or she were not interested in the transaction.

10.3 **Dealing with interested Trustees**

Subject to clauses 10.1 and 10.2, each Trustee may act as a Trustee and still contract or otherwise deal with the Trustees in his or her personal capacity or in any other capacity as if he or she had not been appointed as a Trustee.

11 **LIABILITY, INSURANCE, INDEMNITY AND STANDARD OF CARE**

11.1 **Liability of Trustees**

- (a) A Trustee will be liable only for any loss attributable to his or her dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust.

- (b) No Trustee will be liable for any loss attributable to any breach of trust by any co-Trustee and nor will any Trustee be bound to take, or liable for failing to take, any proceedings against a co-Trustee for breach or alleged breach of trust.
- (c) For the purposes of this clause 11.1, "Trustee" includes a director of a Corporate Trustee.

11.2 Trustees' Liability Insurance

- (a) The Trustees, in respect of one or more of the Trustees, may take out trustees' liability insurance for such cover (including defence cover) and on such terms as the Trustees think fit.
- (b) Rather than having such insurance arranged by the Trustees, a Trustee, in respect of that Trustee, may take out trustees' liability insurance for such cover and on such terms as that Trustee thinks fit.
- (c) In each case, the reasonable cost of premiums is to be treated as a legitimate expense of the Trust and may be paid directly from the Trust Fund or by way of reimbursement to the Trustees.
- (d) Any insurance cover under this clause 11.2 may extend to the directors of a Corporate Trustee.

11.3 Trustees' Indemnity

A Trustee will be entitled to exoneration, indemnity and reimbursement out of the assets of the Trust for any liability (including without limitation, any expenses) which that Trustee incurs in relation to the Trust and which is not attributable to that Trustee's dishonesty or to his or her wilful commission or omission of an act which he or she knows to be a breach of trust. For the purposes of this clause 11.3, "Trustee" includes a director of a Corporate Trustee.

11.4 Trustees' Standard of Care

Where, for the time being, there is more than one person acting as a Trustee of the Trust Fund, and one or more, but not all, of them is or are engaged in a profession, employment or business which is or includes acting as a trustee or investing money on behalf of others, then in exercising any power of investment, that Trustee or those Trustees (as the case may be) will not be required to exercise the care, diligence and skill that a prudent person engaged in that profession, employment or business would exercise in managing the affairs of others. Rather, that Trustee or those Trustees (as the case may be) will be required only to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others. This clause 11.4 will constitute a contrary intention for the purposes of clause 13D of the Trustee Act 1956. For the purposes of this clause 11.4, "Trustee" includes a director of a Corporate Trustee.

12 TRUSTEES' POWERS

12.1 Trustees' General Power

Subject to clause 3, the Trustees have in their discretion, the fullest possible powers in relation to the Trust Fund, and they may in their discretion do anything pertaining to the Trust Fund which they think fit as if they owned it absolutely.

12.2 **Trustees' Specific Powers**

Without prejudice to the generality of clause 12.1, or to any of the Trustees' express or implied powers, the Trustees will have the powers specified in Schedule Three, and may exercise them either alone or with any other person(s).

12.3 **Restriction on exercise of Trustees' Powers**

Notwithstanding clauses 12.1 and 12.2, the Trustees must not enter into a Major Transaction unless that Major Transaction is approved by way of Special Resolution in accordance with Schedule Five.

13 **ADVICE OF COUNSEL**

If the Trustees are in doubt over any matter relating to the administration of the Trust Fund, or over the exercise of any power vested in them, they may obtain and act upon the opinion of a barrister of the High Court of New Zealand of at least 7 years' standing, and they may act upon the barrister's opinion without being liable to any person who may claim to be beneficially interested in respect of anything done in accordance with that opinion. This right to obtain and act upon a barrister's opinion, however, will not restrict the Trustees' right to apply to the High Court of New Zealand for directions.

14 **AUDIT, ANNUAL REPORT AND FINANCIAL STATEMENTS**

14.1 At their first meeting in each Income Year the Trustees will present a report dealing with the affairs of the Trust, supported by a statement of the Trust's income and expenditure during the previous Income Year and a statement of its assets and liabilities at the end of that Income Year.

14.2 The Trustees must ensure that the financial statements of the Trust for each Income Year are audited by a chartered accountant in public practice generally within 4 months after the end of that Income Year or in any event, prior to the next AGM. The person appointed as auditor must not be a Trustee of the Trust.

15 **CONTROL OF FUNDS**

All money received by or on behalf of the Trust will be paid immediately to the credit of the Trust in an account or accounts with a Bank or Banks selected from time to time by the Trustees. All cheques and other negotiable instruments, withdrawal slips and receipts for money will be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) on behalf of the Trust in such manner as the Trustees decide from time to time.

16 **ANNUAL GENERAL MEETING**

16.1 **Procedure**

(a) The Trustees must call an AGM of the Members within 6 months of the Balance Date.

(b) The AGM must be advertised not less than 30 working days' in advance, by way of newspaper advertisement, and any other means as determined by the Trustees including email and social media, and must state the agenda of the AGM (including the results of any election of Rūnanga Delegates and the appointment of Trustees).

- (c) One or more Special Resolutions may also be considered at an AGM, so long as the “Procedure for passing a Special Resolution” in accordance with Schedule Five is followed as if the AGM was an SGM (though other AGM business can also be transacted). The business of the AGM must include:
 - (i) the chairperson’s report;
 - (ii) presentation by the Trustees of an annual report for the previous Income Year, including an explanation of the Trust’s general activities;
 - (iii) presentation by the Trustees of financial statements for the previous Income Year;
 - (iv) approval of the appointment of the auditor for the next Income Year;
 - (v) a report by the Trustees on Tumu Mōkai’s general activities;
 - (vi) announcing the names of all newly elected Rūnanga Delegates, and appointed Trustees including the Tumu Mōkai in accordance with Schedules One and Two (if applicable);
 - (vii) approval of the Trustees’ remuneration;
 - (viii) setting a date for the next AGM; and
 - (ix) any other general business as determined by the Trustees.
- (d) A quorum for a AGM is:
 - (i) a majority of Trustees who hold office, provided that at each AGM, there must be at least one Trustee representing each of the Iwi Rūnanga which have elected representatives to the Trust; and
 - (ii) an additional ten (10) Adult Members.

16.2 Approval of Trustees’ remuneration and appointment of auditor

- (a) Subject to clause 16.2(b), no remuneration will be paid to a Trustee in his or her capacity as a Trustee unless that remuneration has been authorised by a resolution of the Adult Members present at the AGM. Each such resolution will express the remuneration authorised to be paid to the Trustees as a maximum monetary sum per annum payable either to all Trustees taken together or to any person who from time to time holds office as a Trustee, provided however that a Trustee must satisfy attendance requirements of a Trustee in order to receive remuneration.
- (b) Clause 16.2(a) does not apply to any remuneration paid to the Initial Trustees or any co-opted Trustee appointed under Schedule One. Remuneration shall be set by them for the period they hold office, on the basis of professional advice they must seek. Written confirmation of the professional advice must be provided at each relevant AGM.

- (c) The appointment of the auditor for the next Income Year must be authorised by a resolution of the Adult Members present at the AGM.
- (d) A resolution of the Adult Members present at an AGM is validly made when it is passed by show of hands by a simple majority of those Adult Members present and entitled to vote.

17 MEMBERS' RIGHTS

17.1 Members' Rights to Trust Information

- (a) If requested to do so by the Members, or any of them, in writing, the Trustees will, subject to clause 17.1(b), provide such Trust Information to those Members as they have requested within a reasonable time of receiving such request.
- (b) The Trustees will consider any request for Trust Information under clause 17.1(a) having regard to the following factors:
 - (i) any issues of personal or commercial confidentiality;
 - (ii) the practicality of providing information where there is a large number of Members;
 - (iii) the age and circumstances of the Members;
 - (iv) the impact of provision of the requested Trust Information on the Trustees, other Members, the Trust Fund and Trust property and third parties;
 - (v) the impact of provision of the requested Trust Information on family relationships, relations between Members, relations between Trustees and Members; and
 - (vi) whether the provision of the requested Trust Information is, in the opinion of the Trustees based on reasonable grounds, in the best interests of the Members as a whole.
- (c) Taking all such factors into account together with any other matters the Trustees consider relevant, the Trustees will decide:
 - (i) what (if any) of the requested Trust Information should be provided to the Members;
 - (ii) whether such Trust Information is to be provided in full or in redacted form; and
 - (iii) whether and if so, what safeguards should be imposed on the provision and/or use of the Trust Information.
- (d) A Member may be charged for the reasonable costs of the provision by the Trustees of the Trust Information requested by that Member.

18 RELATIONSHIP WITH IWI RŪNANGA

18.1 The Iwi Rūnanga are representative of the Members who affiliate to the particular Mōkai Pātea Iwi and Mōkai Pātea hapū, and Rūnanga Delegates have the authority to appoint Trustees. As such, the Trustees are accountable to the Iwi Rūnanga, and the Iwi Rūnanga have the status of beneficial entities of the Trust.

19 DISPUTE RESOLUTION

19.1 Disputes

In the event that a dispute arises between:

- (a) any Members; or
- (b) the Trustees and any Members; or
- (c) the Trustees and any Iwi Rūnanga;

regarding decisions of the Membership Committee under Schedule Four, or the Trust activities and operations generally, then that dispute will be referred in first instance to the Trustees.

19.2 Notice of Disputes

- (a) All disputes referred to the Trustees in accordance with clause 19.1 will be submitted to the Trustees by notice in writing and the Trustees will acknowledge receipt in writing within 10 working days of the date of receipt of the notice.
- (b) Upon receipt of the notice Trustees will contact the affected parties and (if appropriate) assist in convening a hui to resolve the dispute, including the Taumata Tikanga.

19.3 Formal reference to Disputes Committee

If the dispute is not resolved within 30 working days of the receipt by the Trustees of written notice of the dispute in accordance with clause 19.2, then it may be referred to a Disputes Committee constituted in accordance with clauses 19.4 and 19.5.

19.4 Disputes Committee to be appointed as required

There will not be a permanent Disputes Committee, but the Trustees will appoint a Disputes Committee:

- (a) on a case by case basis having regard to the precise subject matter of the dispute in question, and whether the complaint is vexatious or has been previously addressed;
- (b) and only after the expiry of the 30 working day period referred to in clause 19.3.

19.5 **Appointment and composition of Disputes Committee**

A Disputes Committee will comprise at least three members appointed by the Trustees as follows:

- (a) one person with expertise in tikanga of Mōkai Pātea Nui Tonu;
- (b) one Adult Member appointed for their skills and expertise in dealing with the issues that are the subject of the relevant dispute, provided that if the dispute concerns the Trust, then such Adult Member appointed cannot also be a Trustee or employee of the Trust; and
- (c) one independent (non-Member) individual of good standing and reputation in the community;
- (d) provided however that if in the opinion of the Trustees the dispute is of a sufficiently serious or complex nature, the independent non-Member appointment referred to in subclause (c) shall be nominated by the President from time to time of the New Zealand Māori Law Society or his or her nominee, such member to be a barrister or solicitor with 10 or more years' experience or expert with equivalent experience in the relevant field the subject of dispute.

19.6 **Role of Disputes Committee**

The role of a Disputes Committee will be to facilitate and make findings and decisions on the disputes referred to it.

19.7 **Deliberations of Disputes Committee**

In dealing with any dispute a Disputes Committee will, subject to meeting the requirements of natural justice, have the sole discretion to call for evidence and determine the manner in which a dispute before it should be dealt with, including how costs of the dispute process will be addressed. The findings and decisions of a Disputes Committee will be final and binding on the parties.

19.8 **Notification of Outcome**

A Disputes Committee will give its findings and decision, together with reasons, in writing to the Trustees and any other party to the dispute.

20 **RESETTLEMENT OF THE TRUST FUND**

At any time before the Distribution Date the Trustees may resettle (without infringing the Perpetuity Period) all or part of the Income or capital of the Trust Fund on the trusts and with the powers of any other trust approved by the Trustees, being a trust for the benefit of one or more of the Members or the Iwi Rūnanga, so long as such resettlement is approved by way of Special Resolution in accordance with Schedule Five.

21 VARIATIONS

21.1 Variations by deed

- (a) The Trustees may by revocable or irrevocable deed vary the terms of this deed as long as in doing so:
- (i) the Perpetuity Period is not infringed;
 - (ii) the Trustees are of the opinion that the variation will benefit the Members; and
 - (iii) the variation does not affect the beneficial entitlement of any Member or Iwi Rūnanga to any amount set aside by the Trustees for that Member or Iwi Rūnanga before the date of the variation; and
 - (iv) the variation is approved by way of Special Resolution in accordance with Schedule Five, unless the variation is to remedy a technical slip.
- (b) The powers granted by this clause 21.1 are in addition to and not in derogation of any applicable statutory power to vary the trusts of this deed.

22 REVIEW OF DEED

22.1 Review of deed

No later than 5 years after the date of this deed the Trustees shall commission an independent review of this deed.

22.2 Outcome of review

Following the review, the Trustees may by revocable or irrevocable deed vary the terms of this deed in accordance with clause 21.1.

23 GOVERNING LAW

23.1 New Zealand forum

This deed is governed by and construed in accordance with New Zealand law until the forum of administration and jurisdiction is changed under clause 23.2.

23.2 Change of forum

At any time the Trustees may change the forum of administration and jurisdiction by way of deed, in which event the Trust will be governed according to the laws of the new forum of administration and jurisdiction adopted by the Trustees.

SCHEDULE ONE: ELECTION AND REMOVAL OF RŪNANGA DELEGATES

1 Construction

- 1.1 Unless stated otherwise, reference to clauses are reference to clauses in this Schedule.
- 1.2 For the purposes of this Schedule:
- (a) “Phase I elections” means rules and procedures for elections of Rūnanga Delegates that are set out in clause 3.1 and
 - (b) “Phase II elections” means rules and procedures for elections of Rūnanga Delegates that are set out in clauses 4 and 5.

2 This Schedule to apply

- 2.1 The Rūnanga Delegates must be appointed to office in accordance with the rules and procedures set out in this Schedule.
- 2.2 Subject to clause 6, a Rūnanga Delegate will hold office for a term of four years from the date of election, but will be eligible for re-election for a further term or terms. The Rūnanga Delegates of each Iwi Rūnanga shall appoint a chairperson, and shall regulate their own procedures.
- 2.3 The duly elected Rūnanga Delegates shall have the authority to appoint Trustees to the Mōkai Pātea Waitangi Claims Trust in accordance with the rules and procedures set out in Schedule Two.

3 Phase I Elections

- 3.1 Each Iwi Rūnanga shall hold an election for its Rūnanga Delegates as a Phase I Election by 30 November 2019 as follows:
- (a) The Iwi Rūnanga shall convene a Hui ā-Iwi for the purpose of electing Rūnanga Delegates;
 - (b) Notice of the Hui shall be given by that Iwi Rūnanga:
 - (i) by posting to a physical or electronic address for each Adult Member who is recorded on the Members’ Register as affiliating to that Iwi Rūnanga;
 - (ii) by newspaper advertisement, published on at least two separate occasions not less than 20 working days prior to the Hui, in a newspaper the Iwi Rūnanga considers circulates in an area where a significant number of those Adult Members reside who affiliate to that Iwi Rūnanga; and
 - (iii) any other means as determined by the Iwi Rūnanga, including email and social media.
 - (c) any Member who is recorded on the Members’ Register as affiliating to that Iwi Rūnanga aged 20 years of age or older at the election date is eligible to be nominated as a Rūnanga Delegate;

- (d) nominations may be made on the day and voting shall be by way of show of hands but any person nominated as a Rūnanga Delegate must not be disqualified by any of the criteria laid down in clause 6.1 of this Schedule;
- (e) any Adult Member who is recorded on the Members' Register as affiliating to that Iwi Rūnanga (aged 18 years of age or older) is eligible to vote in the election of the Rūnanga Delegates; provided that special votes can be cast if the voter also completes an application for membership at the same time, in which case the vote is to be treated as provisional and only counted if the application is accepted by the Membership Committee in accordance with Schedule Four within 5 working days of the vote;
- (f) Rūnanga Delegates remain in office for a term of four years and are eligible for re-election unless removed or disqualified in a manner consistent with the processes of this Deed. For the avoidance of doubt, a Rūnanga Delegate can be elected to one or more Iwi Rūnanga, if eligible.

4 Phase II Elections – Hapū Seats

- 4.1 Within the first term of the Phase I elections, and no later than 30 November 2023, each Iwi Rūnanga shall hold a Phase II election for its Rūnanga Delegates to fill the Hapū Seats of the particular Mōkai Pātea Iwi.
- 4.2 Each Iwi Rūnanga shall appoint a Returning Officer for the elections. The Iwi Rūnanga may appoint anyone they think fit to perform the tasks of the Returning Officer, provided that a Rūnanga Delegate or a nominee may not act as Returning Officer. The Returning Officer is responsible for co-ordinating the election, and may appoint others to assist with that co-ordination as they consider necessary, provided that such persons may not be a Rūnanga Delegate or a nominee.
- 4.3 Four months prior to the nominated election date, the Returning Officer must give notice calling for the nomination of Rūnanga Delegates. The notice must specify the method of nominating candidates, the Hapū Seats for which nominations are being sought, and the latest date by which nominations must be made and lodged with the Returning Officer. The notice must be given:
 - (a) by posting to a physical or electronic address for each Adult Member who is recorded on the Members' Register as affiliating to that Iwi Rūnanga;
 - (b) by newspaper advertisement, published on at least two separate occasions not less than 20 working days prior to the Hui, in a newspaper the Iwi Rūnanga considers circulates in an area where a significant number of those Adult Members reside who affiliate to that Iwi Rūnanga; and
 - (c) any other means as determined by the Iwi Rūnanga, including email and social media.
- 4.4 Any Member who is recorded on the Members' Register as affiliating to the Hapū concerned, and aged 20 years of age or older at the election date, is eligible to be nominated as a Rūnanga Delegate for that Hapū Seat.

- 4.5 Each nomination must include a signed nomination declaration form which provides (1) written consent to the nomination from the nominee; (2) a declaration that the nominee affiliates to the Mōkai Pātea hapū for which Hapū Seat the nominee is standing; (3) a brief statement containing details of the nominee's experience and aspirations which are relevant to the position of Rūnanga Delegate; (4) a declaration that the nominee is not ineligible to stand for any of the reasons in clause 6; and such other details as the Rūnanga requires. Each nomination must be seconded by the signature of an Adult Registered Member, who declares that he or she also affiliates to the Mōkai Pātea hapū for which Hapū Seat the nominee is standing.
- 4.6 All nominations must be lodged with the Returning Officer no later than 30 Working Days following the date upon which the notice calling for nominations is given, being the *Nominations Closing Date*.
- 4.7 At the Nominations Closing Date, the number of eligible nominees for Rūnanga Delegate positions shall be determined in accordance with this clause:
- (a) If an eligible nominee is elected to more than one Hapū Seat within the same Iwi Rūnanga, the nominee shall immediately choose the Hapū Seat he or she wishes to hold, and the other Hapū Seat(s) shall then be filled by the next highest polling nominee. For the avoidance of doubt, a Rūnanga Delegate can hold a Hapū Seat in more than one Iwi Rūnanga, if eligible;
 - (b) If the number of eligible nominees exceeds the number of vacant Rūnanga Delegate positions, then an election for Rūnanga Delegates will be held in accordance with this Schedule;
 - (c) If the number of eligible nominees equals the number of vacant Rūnanga Delegate positions, an election for Rūnanga Delegates need not be held, and the nominees eligible for election will be deemed to be elected as Rūnanga Delegates; or
 - (d) If the number of eligible nominees is less than the number of vacant Rūnanga Delegate positions, further nominations for Rūnanga Delegates may be called for until the number of nominees is equal to the number of vacant Rūnanga Delegate positions, at which point the nominees eligible for election will be deemed to be elected as Rūnanga Delegates, or an election is required.
- 4.8 If an election is required to be held under clause 4.7 for Rūnanga Delegates, then immediately following the Nominations Closing Date, the Iwi Rūnanga must fix a closing date for the election, being the last day upon which a vote may be validly cast (the *Election Closing Date*).
- 4.9 The Returning Officer will give not less than 30 working days notice of the Election. Notice of the Election must be given in a manner as required for notice of nominations under clause 4.3 but must also specify:
- (a) the list of nominees for vacant Rūnanga Delegate positions, identifying the Hapū Seats and a brief description of the nominees;
 - (b) details on the method of voting;

- (c) the Election Closing Date; and
 - (d) for notice posted or emailed to an Adult Member, a valid voting form that contains sufficient information to identify the Adult Member to whom the form was sent.
- 4.10 Any Adult Member (aged 18 years of age or older) who is recorded on the Members' Register as affiliating to the Hapū concerned at the Election Closing Date, is eligible to vote for a Rūnanga Delegate for that Hapū Seat.
- 4.11 Voting at any election will be by secret ballot, either posted or returned to the Returning Officer in accordance with the requirements set, or cast at an Election Hui; provided that special votes can be cast if the voter also completes an application for membership at the same time, in which case the vote is to be treated as provisional and only counted if the application is accepted by the Membership Committee in accordance with Schedule Four within 5 working days of the vote.
- 4.12 Adult Members will each have one vote for the Hapū Delegate(s) who are standing to represent the Hapū Seat to which the Adult Member affiliates. An Adult Member can vote for more than one Hapū Seat in one or more Iwi Rūnanga if he or she affiliates to more than one Mōkai Pātea hapū for which elections are being held.
- 4.13 An Adult Member that is also a nominee may vote for him or herself.

5 Election of nominees

- 5.1 On the third day following the Election Closing Date, the Returning Officer must record and count all votes validly cast.
- 5.2 Votes are validly cast if received by the Returning Officer by the third day following the Election Closing Date, provided that the envelope containing the voting form is post-marked on or before the Election Closing Date.
- 5.3 Once all the votes have been counted and recorded by the Returning Officer, and the results of the election determined, the Returning Officer will inform the Iwi Rūnanga of the results and will publicly notify the results to Members.
- 5.4 The number of highest polling nominees for Rūnanga Delegate positions, corresponding to the number of vacant Rūnanga Delegate positions will be elected as Rūnanga Delegates.
- 5.5 Where there is a tied vote between eligible nominees for a vacant Rūnanga Delegate position, and the maximum number of Rūnanga Delegates has been elected, the Returning Officer will inquire as to whether any of the nominees wish to concede election to the other highest polling nominee and if such concession is made, the other highest polling nominee will be deemed to be elected. If no such concession is made, the election will be determined by lot.

6 Termination of office

- 6.1 A Rūnanga Delegate will cease to hold their position if he or she:

- (a) is censured under this Deed for acting in a manner that brings or is likely to bring into disrepute the Mōkai Pātea Waitangi Claims Trust, or the Iwi Rūnanga for which the Rūnanga Delegate has been elected;
- (b) retires from office by giving written notice to the Iwi Rūnanga;
- (c) refuses to act;
- (d) is absent without leave from 3 consecutive ordinary meetings of the Iwi Rūnanga, without reasonable excuse;
- (e) becomes physically or mentally incapacitated to the extent that in the opinion of the other Rūnanga Delegates, expressed in a resolution, he or she is unable to perform the duties of a Rūnanga Delegate;
- (f) ceases to fulfil the eligibility requirements for election;
- (g) becomes bankrupt;
- (h) completes his or her term of office without being re-appointed; or
- (i) dies.

7 Validity of Proceedings

Where, for any reason, a Rūnanga Delegate is not properly elected or is disqualified from holding office, anything done by that Rūnanga Delegate (or by a meeting at which that Rūnanga Delegate was present as a Rūnanga Delegate) before discovery of the irregularity, will be as valid as if that Rūnanga Delegate had been duly appointed or had not been disqualified (as the case may be).

SCHEDULE TWO: APPOINTMENT OF TRUSTEES TO MŌKAI PĀTEA WAITANGI CLAIMS TRUST

1 Construction

Unless stated otherwise, reference to clauses are reference to clauses in this Schedule.

2 Authority of Rūnanga Delegates to Appoint Trustees

2.1 All Trustees must be appointed to office in accordance with the rules and procedures set out in this Schedule.

2.2 The Rūnanga Delegates of each of the four Iwi Rūnanga (elected under Schedule One of this Deed) shall have the authority to appoint two persons each to be their representative Trustees on the Mōkai Pātea Waitangi Claims Trust, so as to total eight Trustees.

2.3 The Rūnanga Delegates from each of the four Iwi Rūnanga have the authority to collectively appoint a ninth Trustee as the Tumu Mōkai in accordance with clause 5.1(b) of this Schedule.

3 Number of Trustees

3.1 There shall be nine Trustees, consisting of eight trustees appointed by Iwi Rūnanga Delegates (with a maximum of two trustees appointed to represent each of the four Iwi Rūnanga), plus the Tumu Mōkai trustee.

3.2 The Tumu Mōkai trustee shall hold a voting seat on the Trust.

4 Initial Trustees

4.1 The Initial Trustees are Utiku Potaka and Thomas Curtis (Te Rūnanga o Ngāti Hauiti), Barbara Ball and Te Rina Warren (Te Rūnanga o Ngāti Whitikaupeka), Hari Benevides and Moira Raukawa-Haskell (Te Rūnanga o Ngāti Tamakōpiri), Robert Martin and Maraea Bellamy (Te Rūnanga o Ngāi Te Ohuake), and Ihakara Hunter as Tumu Mōkai trustee.

5 Appointment Process for Trustees

5.1 Within 14 days of the Phase I election of Rūnanga Delegates provided for in Schedule One of this Deed:

(a) the duly elected Delegates of each Iwi Rūnanga shall meet to decide on the appointment of two Rūnanga Delegates to represent their Iwi Rūnanga on the Trust, and the Iwi Rūnanga chairperson shall certify in writing the names of the appointed Rūnanga Delegates to the registered office of the Trust; and

(b) the duly elected Delegates of each Rūnanga shall meet to consider nominations for the position of Tumu Mōkai, and any recommendations for appointment shall be provided to the Taumata Tikanga for consultation. The Rūnanga Delegates shall then collectively appoint a Tumu Mōkai to represent all of Mōkai Pātea Nui Tonu, and the chairpersons shall certify in writing the name of the appointed Tumu Mōkai trustee to the registered office of the Trust.

5.2 Together, the nine Trustees who are appointed by the Iwi Rūnanga under clause 5.1 are referred to in this Schedule as the "Phase 1 Trustees".

6 **Term of office**

6.1 Subject to clauses 6.2 and 8, the Trustees will hold office for a term of four years from the date of appointment, but will be eligible for re-appointment for a further term or terms.

6.2 To ensure orderly rotation of Trustees, the Phase I Trustees will retire by rotation as follows:

- (a) The Tumu Mōkai Trustee shall serve a full four-year term;
- (b) One month before the second AGM of the Trust following the Phase I election, the Trust will determine four of the Phase I Trustees to retire from office, effective from the conclusion of the AGM, and the remaining Phase I Trustees will serve their full four-year term;
- (c) The Phase I Trustees to retire from office shall be determined by prior agreement among the Trustees, but if the Trustees cannot agree, then the order shall be determined by lot, provided that only one Trustee appointed from each Iwi Rūnanga shall retire. The Trust shall notify each Iwi Rūnanga in writing of the names of the retiring Trustees;
- (d) Prior to the second AGM of the Trust following the Phase I election, the duly elected Delegates of each Iwi Rūnanga shall meet to decide on the replacement of their retiring Trustee, and the Iwi Rūnanga chairperson shall certify in writing the name of the appointed replacement Trustee to the registered office of the Trust, with the names of the replacement Trustees to be announced at the AGM;
- (e) The four replacement trustees shall serve their four year term commencing from the date of the AGM.

6.3 Nothing restricts the Initial Trustees or the Phase I Trustees who have retired early because of rotation from seeking re-appointment for a further term or terms.

7 **Eligibility to be Trustee**

7.1 Each Trustee to be appointed shall complete a signed declaration form to his or her Iwi Rūnanga which provides (1) written consent to the appointment as the Trustee; (2) that the nominee is a Member of Mōkai Pātea, who is 20 years or older; (3) a brief statement containing details of the nominee's experience and aspirations which are relevant to the position of Trustee; (4) that the nominee is a duly elected Rūnanga Delegate of the applicable Rūnanga; (5) a declaration that the nominee is not ineligible to stand for any of the reasons in clause 6; and such other details as the Iwi Rūnanga requires.

8 **Termination of office**

8.1 A Trustee will cease to hold their position if he or she:

- (a) is censured under this Deed for acting in a manner that brings or is likely to bring into disrepute the Mōkai Pātea Waitangi Claims Trust, the Mōkai Pātea Iwi or the Rūnanga for which the Trustee has been appointed to represent;
- (b) retires from office by giving written notice to the Trust;

- (c) refuses to act;
- (d) is absent without leave from 3 consecutive ordinary meetings of the Trust, without reasonable excuse;
- (e) becomes physically or mentally incapacitated to the extent that in the opinion of the other Trustees, expressed in a resolution, he or she is unable to perform the duties of a Trustee;
- (f) ceases to fulfil the eligibility requirements for election;
- (g) becomes bankrupt;
- (h) completes his or her term of office without being re-appointed; or
- (i) dies.

9 **Validity of Proceedings**

Where, for any reason, the Trustee is not properly elected or is disqualified from holding office, anything done by the Trustee in relation to the Trust before discovery of the irregularity, will be as valid as if that Trustee had been duly appointed or had not been disqualified (as the case may be).

SCHEDULE THREE: TRUSTEES' POWERS

General Powers

In all activities and decision making that is undertaken pursuant to this Deed, the Trust will respect and acknowledge the mana of Mōkai Pātea Nui Tonu including by:

- (i) acknowledging and respecting the activities and practices of Mōkai Pātea tūpuna, including the kaupapa of whanau ora, tikanga and all aspects of Mōkai Pātea rangatiratanga;
- (ii) uplifting and promoting whanau, hapū and iwi strength, spirituality, development, discipline, esteem, dignity and integrity; and
- (iii) advancing and promoting oranga whanau, employment and wellbeing, education and vocational training, spiritual welfare and te reo Māori me ōna tikanga.

1 Powers of investment

1.1 *To invest*

To invest the Trust Fund, and the income from it, in any form of investment, and to vary any such investment from time to time.

1.2 *To retain investments*

To retain any investments coming into the Trustees' hands as part of the Trust Fund for as long as the Trustees think proper, even if they are not investments which could be properly made by a trustee.

1.3 *To hold the Trust Fund uninvested*

To hold any part of the Trust Fund uninvested and in any currency for as long as the Trustees think fit without being liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

1.4 *Investment Policy*

To have regard in formulating investment policy and making investment decisions from time to time to such matters as the Trustees consider in their absolute discretion appropriate having regard to the interests of the Members or Iwi Rūnanga or any of them from time to time.

1.5 *To appoint an investment manager*

To appoint any person as an investment manager to invest and manage all or any investments forming part of the Trust Fund in accordance with the investment policies determined by the Trustees from time to time, on such terms as the Trustees think fit, including regular review of the investment manager's performance.

1.6 *To deposit funds*

To deposit all or part of the Trust Fund in any currency in a savings or other interest or non-interest-bearing account with any bank, trust, company or other financial or investment institution in any jurisdiction in the world. In making any deposit the Trustees will not be liable for any loss due to devaluation or any foreign exchange or other governmental restriction.

1.7 *No Diversification*

To hold investments from time to time without any obligation to diversify between types and nature of investments without being liable for any resultant loss to the Trust Fund.

2 **Funding**

2.1 *To borrow*

To borrow any money at whatever rate of interest and upon whatever other terms and conditions the Trustees may think fit. For this purpose the Trustees may give security for repayment over the entire Trust Fund or any part of it, whether or not any part over which the security is given benefits from the borrowing.

2.2 *To lend*

To make any loans or advances (with or without security and with or without payment of interest) to any person in such manner and on such terms and conditions as the Trustees think fit. In particular, but without limiting the foregoing, the Trustees may make loans or advances, with or without security and with or without payment of interest and otherwise on such terms as they think fit, to any Member or Iwi Rūnanga.

2.3 *To provide guarantees and give security*

To enter into any guarantee or indemnity which the Trustees consider to be in the best interests of the Trust Fund or any Member or Iwi Rūnanga, and to give security for the guarantee or indemnity obligations over the entire Trust Fund or any part of it, whether or not any part over which the security is given benefits from the guarantee or indemnity.

2.4 *Bank accounts*

To open and maintain any bank accounts in any name(s) either on the Trustees own behalf or jointly with some other person(s), and to overdraw any such account with or without giving security. The Trustees may also make arrangements with any bank for any one or more of the following persons to operate on any of the Trustees' accounts at that bank:

- (a) the Trustees; and
- (b) any delegate(s) named in writing by all the Trustees.

2.5 *To waive debts and effect compromises*

The Trustees will have power without being liable for loss to:

- (a) waive any debts due to the Trust Fund, either absolutely or on such terms as the Trustees think expedient;
- (b) accept any property whether movable or immovable before the time at which it is transferable or payable;
- (c) pay or allow any debt or claim on any evidence which they may think sufficient;
- (d) accept any composition or any security movable or immovable for any debt or any property due to or claimed by the Trustees;
- (e) allow any time for payment of any debt; and

- (f) compromise, compound, abandon, submit to arbitration or otherwise settle any debt, account, claim or otherwise relating to the Trust Fund without being liable for any loss to the Trust Fund thereby occurring.

3 Real and Personal Property

3.1 *To purchase property*

To purchase as an asset of the Trust Fund any property or interest in property which the Trustees consider will benefit the Trust Fund. In exercising this power the Trustees will not be taken to be exercising a power of investment.

3.2 *To sell*

To sell any real or personal property forming part of the Trust Fund in the manner and on the terms and conditions the Trustees think fit, including (without limitation) power to allow such part of the purchase price as the Trustees think fit to remain on loan, with or without security and with or without payment of interest, or to be payable by instalments.

3.3 *To postpone sale*

To postpone the sale of any real or personal property forming part of the Trust Fund for as long as the Trustees think fit without being liable for any resultant loss to the Trust Fund.

3.4 *To let*

To let or licence any real and personal property at such rent and on such terms and conditions (including an option to purchase) as the Trustees think fit, and to accept surrenders of any leases, licences and tenancies.

3.5 *To subdivide*

To subdivide any real property forming part of the Trust Fund and meet the costs of subdivision out of the Trust Fund.

3.6 *To maintain property*

To maintain, manage and improve property which, or any interest in which, forms part of the Trust Fund, in whatever manner the Trustees think fit. For those purposes, the Trustees may pay and apply any of the capital and income of the Trust Fund as they think fit.

3.7 *To develop*

To spend any sums out of the capital or income of the Trust Fund the Trustees think fit in developing any real property forming part of the Trust Fund, and to dedicate any roads required in respect of the development.

3.8 *To grant and acquire options*

To grant, acquire, dispose of and exercise any option to purchase, lease or exchange any interest in real or personal property of any value, whether the option is incidental to, or independent of, any sale, lease, exchange or other disposition. An option may be granted, acquired or disposed of on such terms and conditions as the Trustees think fit, and in respect of a grant, may be granted at a price determined at the time of the grant or at such later date as the Trustees think fit. The Trustees will not be personally liable for any loss arising from their exercise of this power and will be indemnified accordingly out of the Trust Fund.

3.9 *To permit occupation of property*

To permit any person to occupy or use any real property forming part of the Trust Fund free of rent or with payment of outgoings and maintenance in place of rent, or otherwise, and generally on such terms and conditions as the Trustees think fit.

3.10 *To insure*

To insure any building or other insurable property to any amount up to its full insurable value, or at the Trustees' option, up to its full replacement value, against destruction or damage by fire, earthquake, fire following earthquake and such other risks as the Trustees think fit. The Trustees may effect any such insurances and pay the premiums out of income or capital without obtaining the consent of any of the Members.

3.11 *To protect or enhance assets*

To enter into any type of contract whatever to protect, maintain or enhance the value of any assets acquired or held by the Trustees or which they have the right to acquire or hold.

4 Carrying on business

4.1 *To carry on business*

(a) To carry on any business anywhere in the world, whether through a company, in partnership, limited partnership, joint venture or otherwise, for as long as the Trustees think fit. The Trustees may use any part of the Trust Fund as capital in the business, and may also employ in the business such managers, agents, employees and other persons (including any Trustee or anyone who for the time being is the sole Trustee of the Trust Fund) as they think fit.

(b) The Trustees will be absolutely indemnified out of the Trust Fund for any losses which they may sustain in so carrying on any such business.

(c) Subject to the terms and conditions on which any business is carried on by the Trustees, the net annual profits from any business will, at the Trustees' discretion, be distributable as Income in the Trustees' hands without having to be first applied in making good any earlier business losses. Any business losses for any year, unless the Trustees decide otherwise, will be borne by the capital of the Trust Fund and not recouped out of later profits.

4.2 *To act in relation to certain companies*

In respect of any company in which the Trust Fund holds or is the beneficial owner of shares, notes, stock or debentures:

(a) to act as a director of the company and to receive and retain fees or other remuneration for so acting without having to account to the Trust Fund, unless the Trustees otherwise require;

(b) to provide out of the Trust Fund on such terms as the Trustees think fit further capital for the company either by way of advances, loans, deposits or otherwise (with or without security and with or without payment of interest) or by taking further shares in the company;

(c) to concur in the winding up, reconstruction or amalgamation of the company or in the modification of its regulations, on whatever terms the Trustees think fit; and

- (d) generally to act in relation to the company in whatever manner the Trustees consider to be in the best interests of the Trust Fund.

4.3 *To accept payment in company securities*

In the sale of any business to a company, to accept payment for all or part of the purchase price in ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company. In exercising this power the Trustees will not be taken to be exercising a power of investment.

4.4 *To promote a company*

To promote, form or concur in forming a company or companies for any purpose, including the purpose of acquiring any business or the assets of any business.

4.5 *Not bound to interfere in business*

The Trustees will not be bound to participate or interfere in the management or conduct of any company, partnership or limited partnership, any shares or interest in which may be comprised in the Trust Fund and so long as the Trustees have no notice of any misconduct on the part of the officers of the company or managing or general partners of the partnership, the Trustees will incur no liability in leaving the conduct of the business of such company or partnership wholly to the officers of the company or managing or general partners of the partnership (including the payment of dividends or any distributions) wholly to the officers of the company or managing or general partners of the partnership. Nor will the Trustees be bound to obtain additional information regarding the affairs of the company or partnership over and above what would ordinarily be available to a shareholder or partner in the ordinary course of business and no Member will be entitled to oblige the Trustees to procure distributions or dividends or other payments or otherwise interfere in the company or partnership.

5 **Delegation, employees, agents, attorneys**

5.1 *To appoint officers or employees*

The Trustees may appoint persons as officers or employees (including Trustees) of the Trust if, in their opinion, the affairs of the Trust require such appointments, on such terms and conditions as they think fit. The Trustees may also remove and replace any person so appointed.

5.2 *To delegate collectively administrative functions*

To employ and pay a person or persons to be an agent or attorney of the Trustees and to authorise them to exercise or perform any or all of the functions of the Trustees except Excluded Functions on such terms and conditions as the Trustees think fit provided that such authorisation is given in writing and such arrangements are kept under review. For the purposes of this clause, Excluded Functions means a function that is, or is related to:

- (a) the exercise of a discretion to pay, apply or appropriate or decide to pay, apply or appropriate, the whole or any part of the Trust Fund;
- (b) the exercise of a discretion to determine whether any payment from the Trust Fund is a payment from Income or capital;
- (c) the exercise of a discretion to determine whether any payment received by the Trustees should be appropriated to Income or capital;

- (d) a right conferred on Trustees to apply to the Court; or
- (e) a right to delegate the exercise of the Trustees' functions.

6 **Contracts**

6.1 *To enter into contracts and arrangements*

To enter into any type of contract, commitment, arrangement or understanding to assume or reallocate risk, rewards, rights or obligations on such terms as the Trustees think fit.

6.2 *To vary contracts and arrangements*

To vary, assign, novate, waive, terminate or otherwise deal with on such terms as the Trustees think fit any contract, commitment, arrangement or understanding to which the Trustees are party.

7 **Miscellaneous powers**

7.1 *Accountability to Iwi Rūnanga*

To ensure that the Trustees are duly accountable to the Iwi Rūnanga that appointed them, by providing regular Trustee reports to the Iwi Rūnanga, and by informing themselves of Iwi Rūnanga aspirations and accurately conveying those to the Trust Board, provided that each Trustee must seek to always act in the best interests of all Members.

7.2 *Capital, income and blended funds*

To determine whether any money is to be considered as capital or income, and which expenses should be paid out of capital and out of income respectively, and also to apportion blended funds. Each determination or apportionment will be final and binding on all persons beneficially interested in the Trust Fund.

7.3 *Depreciation or replacement funds*

To set up and maintain any depreciation or replacement funds for any purpose the Trustees may consider advisable, and in this regard to determine in their discretion the amount of Income to be credited from time to time to any of those funds and whether those funds are Income or capital.

7.4 *To receive gifts*

To receive gifts of property and investments as additions to the Trust Fund and refuse or disclaim any gifts of property or investments as additions to the Trust Fund.

7.5 *Maintenance of Members*

To use all or any part of the Income or capital of the vested or contingent interest of any Member in the capital of the Trust Fund for that Member's maintenance, education, advancement or in any other way for his or her benefit. Payments may be made for those purposes to the parent(s) or guardian(s) of, or to the person(s) having the care of, that Member without requiring the recipient or recipients of the payment to account. The Trustees may exercise this power in favour of a Member even though that Member's interest may be liable to be defeated by the exercise of a power of appointment or revocation or to be diminished by the increase of the class to which he or she belongs.

7.6 *To determine and to add Members*

To determine applications to be a Member of the Trust, under Schedule Four.

At any time before the Distribution Date, the Trustees may add a hapū to the list of Mōkai Pātea Nui Tonu, or may add a marae to the list of Mōkai Pātea marae, if that hapū or marae can establish to the Trustees' satisfaction that it is representative of individuals who affiliate to Mōkai Pātea Nui Tonu, and who cannot be otherwise adequately represented.

7.7 *To determine final Beneficial Owners*

For the purposes of clause 6.1 of this deed, at any time before the Distribution Date the Trustees may determine by revocable resolution in writing to hold the Trust Fund (or what remains of it) for one or more Beneficial Owners.

7.8 *To grant annuities*

To grant an annuity to any person and to cancel or redeem it on such terms as the Trustees think fit.

7.9 *To take legal, financial or other professional advice*

To take legal, financial or other professional advice in New Zealand or elsewhere concerning any matter in any way relating to the Trust or to the Trustees' duties under this Trust, and in all matters to act in accordance with such advice.

7.10 *To change name of trusts*

The Trustees may change the name of the trusts created by this deed by passing a written resolution to that effect.

7.11 *To change the Distribution Date*

At any time before the Distribution Date and with approval by Special Resolution in accordance with Schedule Five, the Trustees may by revocable or irrevocable deed appoint that from the date of the deed, or such other date specified in the deed for that purpose, the Distribution Date will be a date earlier than the date first specified in the definition of Distribution Date in clause 1.1 of this deed or such other date as is permitted under clause 2.3 of this deed. As long as they do not make an irrevocable appointment, the Trustees may exercise this power more than once.

8 Do all other necessary or desirable things

The Trustees may do all other lawful things that are necessary or desirable in their opinion for the benefit of the Members of the Trust. This may include consulting with pakeke, kaumatua and kuia of Mōkai Pātea Nui Tonu in accordance with tikanga of Mōkai Pātea and who are determined by the Trustees to be the Taumata Tikanga. The Taumata Tikanga may advise the Trust on any matters relating to the affairs of the Trust. The Trustees shall take the views of the Taumata Tikanga into account.

This may include consulting with the Rangatahi Advisory Council, being persons up to the age of twenty-five years who are appointed by the Trustees to represent the interests and concerns of the rangatahi of Mōkai Pātea and the youth who reside in the Mōkai Pātea rohe, and who can recommend to the Trust appropriate action to address those interests and concerns. The Trust shall take the views of the Rangatahi Advisory Council into account.

SCHEDULE FOUR: MEMBERS' REGISTER

1 TRUST TO KEEP REGISTER

1.1 Trust to maintain register

The Trustees will administer and maintain the Members' Register which is a register of Members of Mōkai Pātea.

The Members' Register will incorporate the details of the registers administered by the Iwi Rūnanga. The Members' Register will be made available to Iwi Rūnanga for the purposes of Rūnanga Delegates elections and giving Iwi Rūnanga notices.

1.2 Register to comply with this Schedule

(a) The Members' Register will be maintained in accordance with the rules and procedures set out in this Schedule.

(b) Unless stated otherwise, reference to clauses are reference to clauses in this Schedule.

2 CONTENTS OF REGISTER

2.1 Register to contain Members' details

The Members' Register will record in respect of each Adult Member, (1) their full name, (2) their date of birth, (3) their iwi and hapū affiliation to Mōkai Pātea Nui Tonu, (4) their contact details including postal address and email address (if available) for the purposes of Trustee elections, and receiving notices.

2.2 Member Identification Number

The Trustees will allocate a Member Identification Number to each Member. The Trustees will, immediately after allocation, notify the relevant Member of his or her Member Identification Number.

3 APPLICATIONS FOR REGISTRATION

3.1 Form of applications

All applications for registration as a Member of Mōkai Pātea must be made in writing or by electronic means (if available) to the Trustees in the registration form approved from time to time by the Trustees. The application must contain:

(a) the full name, date of birth, and contact details including postal address and email address (if available);

(b) such evidence as the Trustees may from time to time require to determine that the applicant descends from Tamatea Pokai Whenua and can affiliate by way of verified whakapapa to one or more of the iwi or hapū of Mōkai Pātea Nui Tonu;

(c) where applicable, if the applicant is applying for registration as a whāngai, such evidence as the Trustees may from time to time require to determine that the applicant satisfies the particular Iwi Rūnanga verification processes for whāngai;

- (d) the marae (if known), and the Mōkai Pātea hapū and Mōkai Pātea Iwi to which the applicant affiliates;
- (e) the ability for the applicant to indicate that they agree that his or her details on the Members' Register may be made available to the Iwi Rūnanga, hapū and marae to which the applicant claims to affiliate; and
- (f) the ability for the applicant to indicate that he or she wishes to participate in mandating processes of the Trust, where appropriate, but does not wish to be registered as a Member of Mōkai Pātea.

3.2 Applications to be made by

An application for registration as a Member of Mōkai Pātea may be made by:

- (a) Persons who are 18 years of age or older, on their own behalf or by their legal guardian; and
- (b) other persons who are under the age of 18 years, by their parent or legal guardian on their behalf.

4 DECISIONS AS TO MEMBERSHIP

4.1 Membership Committee

The Trustees will establish a Membership Committee from time to time to make decisions on all applications made pursuant to clause 3.1 for registration as a Member of Mōkai Pātea.

4.2 Composition of Membership Committee

The Membership Committee will comprise of Adult Members with the expertise and knowledge of the whakapapa of Mōkai Pātea Nui Tonu necessary to make determinations regarding membership applications, provided that the Membership Committee will have at least one representative of each of the four Mōkai Pātea Iwi.

4.3 Consideration of applications

All applications for membership pursuant to clause 3.1 together with any supporting evidence shall be forwarded by the Trustees to the Membership Committee.

4.4 Decisions to be made on applications

Upon receipt of an application for membership in accordance with clause 3.1 of this Schedule the Membership Committee will consider the application and will make a decision as to whether or not the applicant should be registered as a Member of Mōkai Pātea.

4.5 Successful applicants to be notified and registered

In the event that the Membership Committee decides that the application should be accepted then such decision will be notified in writing to the Trustees, who will in turn notify the applicant and enter the applicants name and other relevant details (including the Member Identification Number in accordance with clause 2.2) in the appropriate part of the Members' Register.

4.6 Notification to unsuccessful applicants

In the event that the Membership Committee decides to decline the application then such decision will be conveyed in writing to the Trustees together with the reasons for the decision. The Trustees will then notify the applicant in writing of the decision together with the reasons given for the decision.

4.7 Unsuccessful applicant may reapply

Any applicant whose application has been declined may:

- (a) dispute the basis on which the application was declined in accordance with clause 19 of this deed; and
- (b) at any time seek to have his or her application reconsidered by the Membership Committee provided that such application for reconsideration may only be made on the basis of new evidence (being evidence that was not submitted or considered as part of the initial or, if more than one, any previous application) as to the applicant's status as a Member of Mōkai Pātea.

5 MAINTENANCE OF REGISTER

5.1 Trustees to establish policies

The Trustees will take such steps and institute such policies as are necessary to ensure that the Members' Register is maintained in a condition that is as up to date, accurate and complete as possible in recording Members of Mōkai Pātea.

5.2 Assistance in identifying membership

In maintaining the Members' Register, the Trustees will develop policies for assisting in the identification and registration of those who affiliate to Mōkai Pātea Nui Tonu but who are not for the time being on the Members' Register. Such policies will include policies as to the nature of the assistance that the Trustees will provide to those persons who believe that they are Members of Mōkai Pātea but for whatever reason are not able to establish such membership.

5.3 Responsibility of Members of Mōkai Pātea

Notwithstanding clause 1.1 it will be the responsibility of each person who is a Member of Mōkai Pātea (or in the case of those persons under 18 years of age, the parent or guardian of that person) to ensure that his or her name is included in the Members' Register and that his or her address details for the time being are provided and updated. Any Member of Mōkai Pātea may choose to terminate their registration of membership of Mōkai Pātea, by notifying the Trustees in writing.

5.4 Consequences of registration

Registration of any person on the Members' Register as a Member of Mōkai Pātea will be conclusive evidence of that person's status as a Member of Mōkai Pātea.

5.5 Verification of Whakapapa

The Membership Committee shall also verify the whakapapa of any person who wishes to participate in mandating processes of the Trust but who does not wish to become a Member of Mōkai Pātea, in accordance with the provisions of clauses 3.1(f) and 4 (where applicable). The Trustees shall maintain a register of such persons.

SCHEDULE FIVE: PROCEDURE FOR PASSING SPECIAL RESOLUTION

1 THIS SCHEDULE TO APPLY

1.1 A Special Resolution to:

- (a) approve a Major Transaction in accordance with clause 12.3 of this deed;
- (b) approve a resettlement in accordance with clause 20 of this deed;
- (c) approve a variation in accordance with clause 21 of this deed;
- (d) to change the Distribution Date in accordance with clause 7.10 of Schedule Three;
or
- (e) otherwise pass a Special Resolution;

will only be passed as set out in this Schedule.

2 VOTING

- 2.1 In order for a Special Resolution to be passed it must receive the approval of not less than 75% of those Adult Members of Mōkai Pātea who validly cast a vote in favour of the proposed Special Resolution in accordance with this Schedule.

3 SPECIAL GENERAL MEETING REQUIRED

- 3.1 A Special General Meeting (SGM) must be called for the purposes of considering one or more Special Resolutions.
- 3.2 One or more Special Resolutions may be considered at an AGM, so long as the “Procedure for passing a Special Resolution” in accordance with this Schedule Four is followed as if the AGM was an SGM (though other AGM business can also be transacted).

4 Notice of Special General meeting

- 4.1 If an SGM is required to be held under this deed, the Trustees will give not less than thirty working days’ notice of the date, time and place of the SGM called for the purposes of considering any Special Resolution and the details and reasons for the proposed Special Resolution.
- 4.2 Notice under clause 4.1 of this Schedule must be given:
- (a) by posting to a physical or electronic address the Trustees hold for an Adult Member;
 - (b) by newspaper advertisement, published on at least two separate days in a newspaper the Trustees consider circulates in an area where a significant number of Adult Members reside; and
 - (c) any other means as determined by the Trustees, including email and social media.

4.3 Notices posted or emailed to an Adult Member must include:

- (a) a valid voting form for the Special Resolution that contains sufficient information to identify the Adult Member to whom the form was sent; and
- (b) sufficient detail to inform the Adult Member of the Special Resolution or Special Resolutions being considered at the SGM.

5 Returning Officer

5.1 The Trustees will appoint a Returning Officer for the purposes of any Special Resolution. The Trustees may appoint anyone they think fit to perform the tasks of the Returning Officer, provided that a Trustee or a nominee may not act as Returning Officer.

5.2 The Returning Officer is responsible for co-ordinating the Special Resolution, and may appoint others to assist with that co-ordination as they consider necessary, provided that such persons may not be a Trustee or a nominee.

6 Mode of voting

6.1 Voting on any Special Resolution will be by secret ballot. Adult Members will each have one vote in respect of a Special Resolution.

6.2 Voting forms must be delivered to the Returning Officer by way of post, electronic means or hand delivery on the day of the SGM. The Returning Officer must ensure each Adult Member votes only once; provided that special votes can be cast if the voter also completes an application for membership at the same time, in which case the vote is to be treated as provisional and only counted if the application is accepted by the Membership Committee in accordance with Schedule Four within 5 working days of the vote.

7 Counting votes

7.1 Once the Special Resolution has been discussed at the SGM and all attendees have been given the opportunity to hand deliver their voting forms, the Returning Officer must record and count all votes validly cast.

7.2 Once all the votes have been counted and recorded by the Returning Officer, and the result of the Special Resolution is determined, the Returning Officer will inform the Trustees of the result.

7.3 The Trustees will inform the Members of the result of the Special Resolution.

Appendix H1

List of Current Rūnanga Delegates after Phase 1 Elections As at 1 March 2020

Te Rūnanga o Ngāti Hauti

Hapū Representation	Name
Ngāi te Ngāhoa	Neville Lomax
	Pania Winiata
Ngāti Haukaha	Heather Gifford
	Marlene Cooksey
Ngāti Hinemanu	Barbara Thomason
	Raihanian Potaka
Ngāti Hinetio	No current delegate
Ngāti Hora	No current delegate
Ngāti Ruaanga	Gail Allsop
	Thomas Curtis
Ngāti Tamatereka	Mina Bourke
	Peter Fraser
Ngāti Tumokai	Amanda Lomano (nee Waitere)
	Utiku Potaka
Ngāti Upokoiri	Adrian Wagner
	Sue Murray
Ngāti Whiti-Hauti	Anthony Thompson

Te Rūnanga o Ngāti Whitikaupeka

Hapū Representation	Name
Ngāi Tautahi	Neville Lomax
	Richard Steedman
Ngāi Te Upokoiri	Anthony Thompson
Honomōkai	Miria Wipaki
	Laryhs Makowharemahihi
Whiti-Hauti	Barbara Ball
	Te Rina Warren
Whiti-Tama	Christina Chase
	Chaz McCarthy
Whiti Tuturu	Shari Chase

Te Rūnanga o Ngāti Tamakōpiri

Hapū Representation	Name
Ngāi Tuope	Hemi Biddle
	Terrence Whakatihi
Ngāti Tamakaiaorangi	Meretini Bennett-Huxtable
	Lavinia Jacobsen
Ngāti Hinetai	Moira Raukawa-Haskell
	Mike Butler
Rangitoea	Hari Benevides
	Boy Hekenui
Ngāti Tamawhiti	Richard Steedman
	Ngaire Anne Kauika Stevens
Ngāti Tama Tuturu	Diane Saunders
	Kuia Byford
Ngāti Te Taenui	Tama Wipaki
	Cyril Mako
Ngāti Tutakaroa	Siani Tauroa
	Mariana Waitai

Te Rūnanga o Ngāi Te Ohuake

Hapū Representation	Name
Ngāti Tamakorako	Marj Heeny
Ngāi Te Ngaruru	Barbara Thomasom
Ngāti Hau	Nicola Chase
	Robert Martin
Ngāi Te Ngahoa	Richard Steedman
Pakake	Gloria Toheriri
Tukokoki	Marlene Cooksey
Tarahe	Maraea Bellamy
Ngāi Te Upokoiri	Te Rangi Hawira
Ngāti Paki	Wharerimu Steedman
Ngāti Honomōkai	Johnson Hiroa

Appendix I

List of Engagement Hui held by Mokai Patea Waitangi Claims Trust concerning proposals for mandate for direct negotiations of historical claims 2017-2020

Date	Venue	Brief Description of Hui
2017		
25 June 2017	REAP, Taihape	Engagement between MPWCT and Heritage Trust. Presentation made by Heritage Trust as to claim structure.
22 August 2017	Old Hospital, Taihape	Engagement between MPWCT and Heritage Trust. Presentation made by MPWCT as to claim structure.
3 December 2017	Moawhango Marae	AGM, MPWCT
3 September 2017	Old Hospital, Taihape	MPWCT hui to discuss proposed mandate representation structure
2018		
18 Feb 2018	Old Hospital, Taihape	MPWCT Hui a Rohe
6 May 2018	Old Hospital, Taihape	Hui a Rohe for Mokai Patea
7 May 2018	Palmerston Nth	1st Facilitated Meeting of Chairs MPWCT and Heritage Trust
22 June 2018	Kingsgate, Whanganui	2nd Facilitated Hui between MPWCT and Heritage Trust
8 July 2018	Old Hospital, Taihape	MPWCT Hui a Rohe
17 August 2018	REAP, Taihape	3rd Facilitated Hui between MPWCT and Heritage Trust
24 October 2018	Winata Marae, Taihape	4th Facilitated Hui between MPWCT and Heritage Trust
2018		AGM rescheduled to March 2019
2019		
16 February 2019	Old Hospital, Taihape	MPWCT Hui a Rohe
15 March 2019	MPS Boardroom	AGM, MPWCT
16 March 2019	Utiku	Hui ā-Hapū for Ngāti Hinemanu to discuss proposals for Ngāti Hinemanu representation
21 April	Moawhango Marae	MPWCT Presentation on mandate strategy at time of 125th anniversary of Moawhango Marae
28 April 2019	Omahu Marae	MPWCT Presentation to Ngāti Hinemanu, Ngāi Te Upokoiri me ngā Piringa Hapū
25 May 2019	Old Hospital, Taihape	MPWCT Wananga hui on Mandate
26 May 2019	Tokaanu	MPWCT Wananga hui on Mandate
27 May 2019	Whanganui	MPWCT Wananga hui on Mandate
15 June 2019	Old Taihape Hospital	Mandate Voting Hui #1
15 June 2019	Whanganui	Mandate Voting Hui #2
16 June 2019	Porirua	Mandate Voting Hui #3
21 June 2019	Tokaanu	Mandate Voting Hui #4
22 June 2019	Taradale	Mandate Voting Hui #5
23 June 2019	Auckand	Mandate Voting Hui #6
20 October 2019	Old Hospital, Taihape	MPWCT Hui a Rohe
2020		
14 February 2020	MPS Boardroom	AGM, MPWCT
23 February 2020	Old Hospital, Taihape	MPWCT Hui a Rohe
24 April 2020	Online Zoom Hui	MPWCT and Heritage Trust and Te Arawhiti
30 June 2020	Online webinar	MPWCT Hui a Rohe

MPWCT COMMUNICATION PLAN – 2019/2020

Key Related Documents: Strategic Plan, Annual Plan, CFRT Operational Funding Contract

The hapū and iwi of Mōkai Pātea have worked to progress their historic Treaty of Waitangi claims for more than 13 years. The time has come to try to achieve a settlement for the people of Mōkai Pātea. The first step in the direct negotiations part of the settlement process is to achieve a mandate from Mōkai Pātea Nui Tonu. This provides Mōkai Pātea Waitangi Claims Trust the authority, from the people who whakapapa to Mōkai Pātea hapu/iwi, to enter negotiations to settle claims against the Crown for breaches of Te Tiriti o Waitangi.

Robust and regular communication is critical to the success of achieving a mandate, and maintaining that mandate, so that those who affiliate to Mōkai Pātea Nui Tonu and who have a stake in the claims being negotiated, are involved, informed and able to influence decision-making.

This communication strategy provides an overview of the communication techniques and processes that will continue to be used by the Mōkai Pātea Waitangi Claims Trust. The strategy will be reviewed regularly to ensure it is delivering on its objectives. The workload has been great on few. The resource of people, time and putea limited. A successful communication strategy is one that allows for a reciprocal flow of information between the Trust and its members, and vice versa, to ensure 'buy-in'. Therefore, members are encouraged to play their part to make this a reality.

Who is Mōkai Pātea Waitangi Claims Trust?

The Mōkai Pātea Waitangi Claims Trust was established in 2011 by the four iwi of Mokai Patea to further and collectively settle the claims against the Crown for breaches of Te Tiriti o Waitangi in the Mōkai Pātea rohe. It was formed after an initial working party started the process around 2005. Read more here <https://mokaipateaclaims.maori.nz/about/>

Who are the rūnanga iwi of Mōkai Pātea?

Ngāi Ohuake	https://mokaipateaclaims.maori.nz/ngai_te_ohuake/
Ngāti Hauiti	https://mokaipateaclaims.maori.nz/ngati-hauiti/
Ngāti Tamakōpiri	https://mokaipateaclaims.maori.nz/ngati-tamakopiri/
Ngāti Whitikaupeka	https://mokaipateaclaims.maori.nz/ngati-whitikaupeka/

Dual Pathways – Tribunal hearings and Direct negotiations

There are two separate pathways in the process of hearing and settling historical Treaty claims. The Mōkai Pātea Waitangi Claims Trust have been involved in claims heard through the Waitangi Tribunal, with formal evidence in hearings commencing in 2016. The hearings are expected to conclude in 2020 with an estimated further two years before the Tribunal's findings are released.

In addition, the Mōkai Pātea Waitangi Claims Trust has committed itself to a process of "direct negotiations" which has run parallel to the hearings programme, and involves a process of seeking a mandate from those who whakapapa to Mōkai Pātea Nui Tonu, in order to negotiate and settle the claims. Mōkai Pātea Waitangi Claims Trust were accepted by the Crown to be involved in the dual path of both Waitangi Tribunal Hearings and to commence steps towards direct negotiation for settlement with the Crown.

To progress to settlement the first step is to have a mandate (endorsement) from the people who whakapapa to the hapu and iwi of Mokai Patea. That endorsement (mandate) is to allow the Mokai Patea Waitangi Claims Trust to commence negotiations with the Crown regarding the historical breaches of the Treaty of Waitangi that have impacted specifically on the Mokai Patea people.

For the Iwi and Hapu of Mokai Patea to progress towards settlement, the Mokai Patea Waitangi Claims Trust needs to show it has a “mandate” from its members. Those with whakapapa to Mōkai Pātea need to register and vote on the mandate and later in the settlement path ratify the deed of settlement (the ‘ratification’ stage). Understanding the structure and strategy to coordinate and lead the negotiations, and how the hapu and Iwi are represented within that structure is important.

Key Messages and the Context in which Communication is viewed by members

Settler and Crown practices to acquire land, policies, institutionalised thinking and practices of the Crown and its agents, the arrival of the missionaries and Iwi alliances, quickly impacted on the very distinct and individual rangatiratanga of the mana whenua hapu and iwi of the Mōkai Pātea rohe. Mōkai Pātea became identity and tikanga became overshadowed by colonial and larger neighbouring iwi influence and practices.

This impact saw an erosion of identity, the breakdown of hapu and Rūnanga structures and the pressure on rangatira to find ways to maintain whenua against stacked odds. For Mokai Patea Tangata there was a collapse of what was normal society to them. The erosion of identity was multifaceted, loss of mana for many leaders, consolidation of hapu into Rūnanga structures as population dwindled and whenua access and ownership became complicated. From mid-1900’s two to three generations of Mōkai Pātea begin identifying with large Iwi on the Mōkai Pātea boundaries like Ngāti Tuwharetoa or Ngāti Kahungunu, without understanding or referencing their own mana whenua hapu and iwi.

We can anticipate there will be some mistrust of Treaty settlement processes, and agencies such as MPWCT which are established to further tangata whenua aspirations within that Crown-process context. There will likely be a lack of understanding about the settlement process through both the Waitangi Tribunal Hearing process and direct settlement process. There will continue to be some objection to having all claims included in the “large natural grouping” category, as determined by the Crown.

The communication plan aims to:

- Engage a diverse and disengaged group of people and implement a profile-building and registration campaign that will lead more registered members, and to maintain interest and engagement with members
- Build Mōkai Pātea profile to help grow the understanding of iwi and hapū who was involved; what was their story; what did they care about – find ways that will engage people to remain contact and interest.

Membership

- As at **October 2019** there are **3600** individual registered members with the Trust.
- The involvement of those who whakapapa to Mōkai Pātea Nui Tonu must also include those who do not wish to register as members of the Trust. This is because it is recognised that the breaches of the Treaty affected all individuals and whanau, hapū and Iwi within our rohe, and all of those persons should be represented regardless of whether or not they choose to register with the Trust.
- Membership is governed by the Trust Deed which is available at mokaipateaclaims.maori.nz.
- A Membership Committee is a standing committee of the Trust, consisting of experts from each of the Iwi who are able to assess and verify applications for membership, or applications for verification of whakapapa for the purposes of a special vote.
- The membership database is a critical aspect of good communication.
 - The database is an access-based database housed on the server at MPS. It requires database knowledge to export information to use in current communication applications like, direct email campaigns etc.
 - Currently, we can report on iwi affiliation but we cannot report accurately on hapu affiliation. Therefore, hapu affiliation and reporting has been identified as a priority objective to improve the database.

- Close liaison with the Rūnanga databases is important, to ensure consistency. Ngāti Hauiti in particular has been identified as having a database established during the course of the 1990s fisheries settlement processes, and continued alignment with that database is an important objective, to cross reference members and contact details.
- Our objective is to achieve 80% of the database with current up-to-date contact details. The development of an online database platform has been planned to occur in 2019/2020 with migration of data from the access database to the new platform.

General Communication

Good regular communication is resource intensive, and requires suitable capability. MPWCT communicates across a range of platforms, including social media, the web, print media, PR campaigns, and face to face communication in different group settings (one on one, whanau, hapu, iwi, collective iwi. Local government, Local community).

MPWCT communicate by way of:

- regular hui with stakeholders;
- The panui newsletter “Ka Rere ki te Ao” and the e-panui version
- The MPWCT website and social media platforms
- Public Notification of hui by way of recognised local and national newspapers
- Participation and profiling of MPWCT at community events

MPWCT also rely on our Rūnanga representatives who sit as trustees on MPWCT board to feedback and feedforward to the whanau, hapū and Iwi they represent through Runanga, hapu and whanau hui. MPWCT provides “key messages” to Trustees so that there is a consistency of information being disseminated to members, with an opportunity to return to the website for more detailed information or to request further information from the Trust.

Key stakeholders for MPWCT communication are:

1. Registered Members
2. Those who have had whakapapa verified but who do not choose to be registered members
3. MPWCT Trust Board members, including the Tumu Mōkai cultural advisor;
4. MPWCT employees including the Project Manager and Hapū Strategic Advisor
5. MPWCT negotiators for negotiation of Treaty claims
6. The Iwi Rūnanga and the Rūnanga Delegates elected at Hui ā-Iwi to represent the hapū and Iwi of Mōkai Pātea Nui Tonu
7. The affiliated Marae of Mōkai Pātea (refer to the Marae Engagement Strategy which has been developed):
 - a. Ngāi Te Ohuake – Winiata Marae (and noting the intention to re-establish a formal marae at Awarua (Mōkai)
 - b. Ngāti Hauiti – Tāhuhu, Rātā and Winiata Marae
 - c. Ngāti Whitikaupeka – Te Riu o Puanga, Moawhango Marae
 - d. Ngāti Tamakōpiri – Opaea and Kaiewe Marae
8. Land Trusts within the Mōkai Pātea region, including Owahaoko B & D Trust, Owahaoko C Trust, Aorangi (Awarua) Trust, Oruamatua Kaimanawa 1V Trust, Oruamatua Kaimanawa 1U Trust, Timahanga No 1 Trust and Te Koau A Trust. This also extends to whanau trusts such as the Potaka Whanau Trust and other significant landholding trusts in the rohe.
9. Other representative or structural entities within the rohe which represent those who affiliate to Mōkai Pātea, (for example the Ngāti Hinemanu me Ngāti Paki Heritage Trust; Te Rūnanga o Ngāti Hinemanu, Ngāti Paki me Pouwharekura; Mōkai Pātea Services, Ngāti Hinemanu ki Omaha) etc
10. Kaumatua and Rangatahi of Mōkai Pātea who have a special role in providing particular perspectives of our development.

11. External agencies, including neighbouring Iwi/hapū entities, local government, community organisations and provider groups, and central government.

Social Media and Website Communication

The website has been active for some time, but was considerably updated in 2018 to be more responsive across a range of devices including mobile phones. It also now allows MPWCT to update the website content directly without having to go through the web site developer. MPWCT has improved posting of information on the website. All relevant documents for members are accessible and made available transparently.

The social media strategy can also be improved:

- Further improvements can be made with more frequency and coordination across platforms with a specific content plan.
- Many of our people are dispersed away from the Taihape rohe, around Aotearoa and overseas. The challenge is to reach them and help encourage them to keep engaged. A campaign is to be designed around this in 2020.
- MPWCT commits to developing additional strategies for people without internet or smartphone access to avoid the marginalisation of kaumatua. This includes engagement with kaumatua where they are comfortable congregating, and is not restricted to the formal information hui currently in place (Hui a rohe, Runanga Hui, Wananga etc).

Communication Principles (as taken from the MPWCT Strategic Plan 2017-2022)

Kotahitanga:

Mōkai Pātea Confederation is a traditional structure based on the kotahitanga (unity) of the iwi of Mōkai Pātea. All efforts to address Treaty claims and settlements should be made in a manner that reflects the legacy of kotahitanga within Mōkai Pātea.

Rangatiratanga

Emphasis is given to the rangatiratanga of the iwi that comprise the Mōkai Pātea Confederation. The authority to address claims and settlements comes from the iwi

Objectives 2019/2020

To maintain and grow support for MPWCT to achieve and maintain the mandate to enter negotiations with the Crown.

Strategy 1: Build a platform for strong support and mandate from whanau, hapū and iwi throughout the settlement process

NB: The 2017-2022 Strategic Plan was reviewed in July 2019. Reflecting on the continuing challenge to resource and put into action the engagement and communication work, two Strategies were added to add more emphasis on the importance of engagement and communication. They are:

Strategy 7: Develop an engagement plan to raise awareness of the process to the claimant community and the wider community and stakeholders, makes clear the roles of Iwi, Runanga and Hapu and seek a cohesive and aligned approach to the process and ensures independence is maintained.

Strategy 8: Develop a communications plan that seeks to raise awareness of the process to the claimant community and the wider community and stakeholders, Iwi, Runanga and Hapu to grow the database and ensure the claimant community are informed on process and progress.

Communication Targets

1. To engage iwi and hapū members with information on the path to settlement and encourage them to support the kaupapa (approach) through:
 - 1.1. Social media releases during 2019/2020**
 - 1.1.1. Develop a content plan with update posts on Waitangi Tribunal Hearings and Direct Negotiations progress
 - 1.1.2. Improve Facebook engagements from iwi and hapū members (including likes, shares, comments and click throughs) over 2019/2020 compared to 2018/2019
 - 1.1.3. Develop plan for online attendance at Hui-a-Rohe
 - 1.1.4. Develop a plan for live streamed or pre-recorded information videos based
 - 1.2. MPWCT organised Wananga and Hui**
 - 1.2.1. MPWCT Governance Hui. Eight (8) scheduled for 2019/2020 (Includes invitation to MPWCT Claimant Cluster)
 - 1.2.2. Mōkai Pātea Waitangi Claims Trust AGM 14/2/2020
 - 1.2.3. Quarterly hui-a-rohe (Ongoing) at Taihape with Specific Focus on Waitangi Tribunal hearings and Direct Negotiations (Q1 20 October 2019, Q2 23 February 2020, Q3 and Q4 dates tbc)
 - 1.2.4. Wananga in areas where overlapping iwi interests lie prior to Mandate Vote & Hui with Specific Focus on Waitangi Tribunal hearings and mandate presentation held at:
 - Potentially, Tokaanu/Turangi/Taupo, Whanganui, Hawkes Bay dates and venue tbc
 - 1.3. Newsletter publications**
 - 1.3.1. E-panui direct email distribution as required for various campaigns (six scheduled for 2019/2020)
 - 1.3.2. Printed newsletter two planned for 2019/2020
 - 1.4. Runanga & Whanau Organised Hui & Celebrations**
 - 1.4.1. Quarterly Runanga Hui (4 x 4 (16 per year) at least eight hui attended by Hapu Iwi Advisor in the year
 - 1.4.2. Other key Runanga or Whanau hui as the opportunity arises
2. To maintain and grow engagement with hapu and iwi members throughout the direct negotiation settlement process.
 - 2.1. Develop communication content that can be used at various stages on the path to settlement.
 - 2.1.1. Develop content for information and submission template for Deed of Mandate Submission campaign in 2019/2020
 - 2.2. To double iwi registration at each step where an electoral vote is required and improve understanding of Mōkai Pātea
 - 2.2.1. Mandate Vote (achieved) in 2018/2019
 - 2.2.2. Ratify Deed of Settlement in future years
 - 2.2.3. Develop content and campaign to attract interest in Mōkai Pātea story that can be shared through networks to reach non-registered Mōkai Pātea Tangata
3. Use of Champions

- 3.1. Find people who are influencers in different settings with reach, that our current communication channels may not have and encourage whanau to engage with Mōkai Pātea, their hapu and iwi runanga.
- 3.2. Target Runanga Delegates to use their networks of hapu and whanau to reach and inform tangata
- 3.3. Target Neighbouring Iwi and encourage them to share MPWCT posts and take opportunities to present on Mōkai Pātea path to settlement as they arise
4. Lobby wider circles local government, central government, community organisations
 - 4.1. Develop presentation and plan Hikoi to Wellington in 2019/2020 for profile of Mōkai Pātea Hui with Key Government agency heads and ministers (DoC, Defence, Education, TPK, Health, Treaty Settlements)
 - 4.2. Develop a formal communication memorandum with Local Government, building on the current communication between the MPWCT strategic advisor and the Rangitikei District Council
 - 4.3. Look at identifying Wider Mōkai Pātea Community Organisations and developing communication with for example: Land Trusts, Health providers, Education providers, History groups (museum, etc).



Registration Form

Te Rūnanga o Ngāti Hauiti
Te Rūnanga o Ngāi Te Ohuake
Te Rūnanga o Ngāti Tamakōpiri
Te Rūnanga o Ngāti Whitikaupeka

Each of the Mōkai Pātea Iwi Rūnanga referred to above are using this form to register the people of Mōkai Pātea whose ancestors identified as one or more of the hapū and iwi of Ngāti Hauiti, Ngāi Te Ohuake, Ngāti Tamakōpiri and Ngāti Whitikaupeka. Any information received will be held by or for each of the relevant Mōkai Pātea Iwi entities or their successors. You have certain rights under the Privacy Act 1993 to see and correct personal information which these entities (or their successors) hold about you. The information will be used to enable each entity to identify as many of their members as possible, so that as many individuals as possible are informed of Mōkai Pātea matters. The information may also be used to identify those who may take part in any electoral process relating to Mōkai Pātea (and/or the individual iwi within the confederation) and/or derive any entitlement as members in the future. Registrations are subject to a verification process involving the Iwi Rūnanga and may be declined should it be found that incorrect whakapapa claims have been made. Should you need assistance in completing this form, please contact the relevant iwi Rūnanga or the Mōkai Pātea Waitangi Claims Trust (contact details are overleaf). Note that any children aged under 18 years entered on this form will be entered as adult members once they come of age, unless the Trust is advised in writing that they do not wish to be so registered.

Surname: _____ **First Names:** _____
Maiden name: _____ **Date of birth:** ___/___/___ **Gender:** (circle) M / F
Postal Address: _____ **Home phone:** _____
Suburb: _____ **Mobile phone:** _____
City: _____ **Postcode:** _____ **Email:** _____
Country: _____ **Partner's Name:** _____
Occupation: _____ **Are you a whāngai?** (circle) YES / NO

Children under 18 years (persons 18 and over should fill in their own form):

Surname:	First names:	Gender: (circle)	Date of Birth:	Whāngai?
_____	_____	M / F	___/___/___	Y / N
_____	_____	M / F	___/___/___	Y / N
_____	_____	M / F	___/___/___	Y / N
_____	_____	M / F	___/___/___	Y / N

Iwi—tick the box for any of the iwi that you affiliate to. If you know your hapū, please indicate by circling those below:

Ngāti Hauiti	<input type="checkbox"/>	Circle any known hapū for voting:	Ngāi Te Ngahoa/Ngāti Ruaanga/Ngāti Haukaha/Ngāti Tamatereka/ Ngāi Te Upokoiri/Ngāti Hora/Ngāti Tūmōkai/Ngāti Hinetio/ Ngāti Hinemanu/Ngāti Rangiwaiāo/Ngāti Whiti-Hauti
Ngāi Te Ohuake	<input type="checkbox"/>	Indicate all known hapū	Ngāti Tamakorako/Ngāti Hau/Ngāti Hinemanu/Ngāi Te Upokoiri/ Ngāi Te Ngaruru/Ngāti Paki/Ngāti Honomōkai
Ngāti Tamakōpiri	<input type="checkbox"/>	Indicate all known hapū	Ngāti Tuope/Ngāti Tamakaiaorangi/Ngāti Hinetai/Ngāti Tamapinea/ Rangitoea/Ngāti Tamawhiti/Ngāti Tama Tūturu/Ngāti Te Taenui/ Ngāti Tūtakaroa/Ngāti Tamakaitangi/Hikakainga
Ngāti Whitikaupeka	<input type="checkbox"/>	Indicate all known hapū	Ngāti Whiti Tūturu/Ngāti Whiti-Hauti/Ngāti Whiti-Tama/ Ngāi Te Upokoiri/Ngāti Honomōkai/Ngāi Tautahi

Declaration: I acknowledge the introduction to this form and consent to the disclosure of my personal information to any of the Iwi Rūnanga entities above or entities related to them or their successors and I declare that the information above and overleaf is correct.

Signature: _____

Today's Date: ___/___/___

You

Father

Mother

Grandfather

Grandmother

Great Grandfather

Great Grandmother

Great Grandfather

Great Grandmother

Great Grandfather

Great Grandmother

Great Grandfather

Great Grandmother

Please show as much of your Mōkai Pātea whakapapa as possible. Attach additional papers if required.

When completed please send to:

**Mōkai Pātea Waitangi Claims
Trust c/- The Administrator
PO Box 54
Taihape 4742
mpwct@mokaipateaservices.org.nz**

Iwi contacts :

Ngāti Hauiti

Ngāi Te Ohuake

Ngāti Tamakopiri

Ngāti Whitiaka

Utiku Potaka/Neville Lomax

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Mōkai Pātea Waitangi Claims Trust

Draft Mandate Strategy

Negotiation of historical claims under Te Tiriti o Waitangi / the Treaty of Waitangi

Dated: this 14th day of December 2017

Mōkai Pātea Waitangi Claims Trust
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Mōkai Pātea Waitangi Claims Trust
Draft Mandate Strategy

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He Kupu Whakaaraara

Ka tiaho mai ngā whetū

Hei tohu o te kauae runga

Ka whitiwhiti mai i te rā

Hei ara ki te kauae raro

Ki te whaiao ki te ao mārama

Ko Papa e tūhonotia

E te pito i te hono i wairua

Ko Rangi e tūhonotia

E te kāwai a Tākawe o Kahukura

Whiti whano haramai te toki haumi e hui e tāiki e!

Mōkai Pātea Waitangi Claims Trust

Draft Mandate Strategy

A. Introduction

1. The Mōkai Pātea Waitangi Claims Trust (the Trust) is seeking a mandate to represent the confederated Iwi and Hapū of Mōkai Pātea in direct Treaty settlement negotiations with the Crown for the comprehensive settlement of all of their registered and unregistered historical claims under Te Tiriti o Waitangi.
2. This draft mandate strategy sets out the process the Trust will follow to seek a mandate to represent the Mōkai Pātea Large Natural Grouping (LNG) in negotiations with the Crown.
3. If the mandate is approved, the Trust would be tasked with presenting to the Mōkai Pātea claimant community for ratification:
 - (a) an Agreement in Principle;
 - (b) an initialled Deed of Settlement and
 - (c) A proposal to establish a Post Settlement Governance Entity.

B. Definitions

- **Claimant Community** means all those persons who affiliate by way of verified whakapapa to one or more of the four confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū, and includes those who choose not to register as a member of the Trust.
- **Board Trustees** means the persons appointed by each Iwi Rūnanga to be trustees of the Trust pursuant to Schedule 1 of the Trust Deed.
- **Iwi Rūnanga** means each of the following bodies, or where the context requires, one or more of the following bodies:
 - a. Te Rūnanga o Ngāi Te Ohuake;
 - b. Te Rūnanga o Ngāti Hauiti;
 - c. Te Rūnanga o Ngāti Whitikaupeka;
 - d. Te Rūnanga o Ngāti Tamakōpiri.
- **Mōkai Pātea Nui Tonu** means the confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū (Ngā Iwi Nui Tonu o Mōkai Pātea).
- **Rūnanga delegates** means those persons elected at Hui-a-Iwi in accordance with clause 4 of Schedule 1 of the Trust Deed and who, when acting together, constitute the Iwi Rūnanga.
- **Trust** means the Mōkai Pātea Waitangi Claims Trust.
- **Trust Deed** means the Trust Deed adopted by the Trust.

C. Mōkai Pātea Nui Tonu

4. Mōkai Pātea Nui Tonu are the confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū (Ngā Iwi Nui Tonu o Mōkai Pātea). Mōkai Pātea Nui Tonu acknowledge and affirm their history of kotahitanga, and similarly recognise each Iwi's independent exercise of tino rangatiratanga.
5. The decision by Mōkai Pātea Nui Tonu to work as a collective for the purposes of the negotiation of historical Treaty of Waitangi claims, has an historical precedent. In the past, the four Iwi and their respective hapū often acted collectively on major issues affecting them, including their response to the challenges of land and resource alienation in the late nineteenth century.

6. The common founding ancestor of Mōkai Pātea Nui Tonu is Tamateapokaiwhenua, from whom descended those of the following iwi and their respective hapū:
 - (a) Ngāi Te Ohuake;
 - (b) Ngāti Hauti;
 - (c) Ngāti Whitikaupeka; and
 - (d) Ngāti Tamakōpiri.
7. Each of the four Iwi of Mōkai Pātea Nui Tonu is governed by an Iwi Rūnanga, as follows:
 - (a) Te Rūnanga o Ngāi Te Ohuake;
 - (b) Te Rūnanga o Ngāti Hauti;
 - (c) Te Rūnanga o Ngāti Whitikaupeka; and
 - (d) Te Rūnanga o Ngāti Tamakōpiri.
8. Each Iwi Rūnanga consists of Rūnanga delegates who are elected at Hui-ā-Iwi and who are representative of their hapū. For the avoidance of doubt, for a hapū which is affiliated to more than one of the Iwi of Mōkai Pātea Nui Tonu, then that hapū is entitled to be represented by way of a delegate in more than one Iwi Rūnanga. The members of that hapū are entitled to participate in more than one Hui-ā-Iwi to elect their hapū representatives as Rūnanga delegates.

D. The Hapū of Mōkai Pātea Nui Tonu

9. The Hapū of Mōkai Pātea Nui Tonu are as follows:
 - (a) **Ngāi Te Ohuake:**
 - (i) Ngāti Hau, Ngāti Tamakorako, Ngāti Hinemanu*, Ngāti Honomōkai*, Ngāi Te Upokoiri*, Ngāi Te Ngāruru, Ngāti Paki.
 - (b) **Ngāti Hauti:**
 - (i) Ngāi Te Ngahoa, Ngāti Ruaanga, Ngāti Haukaha, Ngāti Tamatereka, Ngāti Hora, Ngāti Tumōkai*, Ngāti Hinetio, Ngāti Hinemanu*, Ngāi Te Upokoiri (II), Ngāti Whiti-Hauti, Ngāti Rangiwahaiao.
 - (c) **Ngāti Whitikaupeka:**
 - (i) Ngāti Whiti Tūturu, Ngāti Whiti-Hauti, Ngāti Whiti-Tama, Ngāi Te Upokoiri*, Ngāti Honomōkai*, Ngāi Tautahi.
 - (d) **Ngāti Tamakōpiri:**

- (i) Ngāti Tuope, Ngāti Tamakaiaorangi, Ngāti Hinetai, Ngāti Tamapinea, Rangitoea, Ngāti Tamawhiti, Ngāti Tama Tūturu, Ngāti Te Taenui.

* denotes that the hapū is a shared hapū.

10. The Trust will only negotiate the settlement of the historical claims of Ngāti Hinemanu to the extent that they are based on:
 - (a) descent from the mother of Hinemanu, who was Punakiao, (of Ngāi Te Ohuake); or
 - (b) descent from the husband of Hinemanu, who was Tautahi (of Ngāti Whitikaupeka, Ngāti Hauiti and Ngāi Te Ohuake).
11. The Trust will only negotiate the settlement of the historical claims of Ngāti Upokoiri to the extent that they are based on descent from the husband of Te Upokoiri, who was Rangituouru (of Ngāi Te Ohuake (through Honomōkai) and Ngāti Whitikaupeka and Ngāi Te Ohuake (through Wharepurakau).
12. The Trust will only negotiate the settlement of the historical claims of Ngāti Honomōkai to the extent that they are based on descent from the mother of Honomōkai, who was Punakiao of Ngāi Te Ohuake.

E. Area of Interest

13. Mōkai Pātea Nui Tonu exercised, and continues to exercise, mana and tino rangatiratanga over their ancestral lands. Mōkai Pātea Nui Tonu operated their affairs independently from other Iwi in accordance with tikanga and occupied the lands within their rohe.
14. The Area of Interest of each of the four Iwi and their respective Hapū is represented by the maps which are attached as follows:
 - (a) **Appendix A**, being the Area of Interest of Ngāi Te Ohuake;
 - (b) **Appendix B**, being the Area of Interest of Ngāti Hauiti;
 - (c) **Appendix C**, being the Area of Interest of Ngāti Whitikaupeka; and
 - (d) **Appendix D**, being the Area of Interest of Ngāti Tamakōpiri.
15. The consolidated Area of Interest map for the Mōkai Pātea Large Natural Grouping is attached as **Appendix E**.
16. The recognised marae and papakāinga of Mōkai Pātea Nui Tonu are as follows:

IWI	MARAE	PAPAKĀINGA
Ngāi Te Ohuake	Winiata (Ngāti Hinemanu/Ngāti Paki)	Awarua (Mōkai)

Ngāti Hauiti	Tahuhu Rātā Winiata (Ngāti Hinemanu)	Utiku
Ngāti Whitikaupeka	Te Riu o Puanga Moawhango	Makokomiko
Ngāti Tamakōpiri	Opaea Kaiewe	Tūrangārere

17. It is recognised that:

- (a) the list of marae and papakāinga above is not exclusive and the Trust acknowledges that those who affiliate to Mōkai Pātea Nui Tonu may aspire to revive dormant marae or to establish new marae; and
- (b) Mōkai Pātea Nui Tonu have a positive working relationship with Rongomaraeroa-o-ngā-Hau-e-Whā Marae based at the Waiouru Army Camp, based on the mana whenua interests of Ngāti Tamakōpiri in the Rangipō-Waiū and Rangipō-Waiū No.2 blocks (shared with Ngāti Rangī) and the mana whenua interests of Ngāti Tamakōpiri and Ngāti Whitikaupeka in the Ōruamātua-Kaimanawa blocks.

18. Mōkai Pātea Nui Tonu Area of Interest incorporates the following land blocks:

- Ōruamātua-Kaimanawa;
- Owhāoko B;
- Owhāoko C;
- Owhāoko D;
- Tīmahanga;
- Te Koau;
- Awarua o Hinemanu;
- Aorangī (Awarua);
- Mangaohane;
- Motukawa No 2;
- Awarua;
- Otumore;
- Mangoira;
- Otamakapua;
- Otairi No 1;
- Otairi No 4;
- Rangatira Hapōpō; and
- Tarakefī.

19. Ngā Iwi Nui Tonu o Mōkai Pātea recognise and acknowledge their shared interests with other Iwi in the following land blocks:

- Rangipō Waiū;
- Rangipō Waiū No 2;
- Waitapu;
- Rangitīkei Tūrakina;
- Paraekaretu;
- Rangitīkei Manawatū; and
- Te Ahuaturanga.

F. Overlapping Interests

20. The Trust acknowledges the whānaungatanga of Mōkai Pātea Nui Tonu with other neighbouring Iwi and hapū.

21. In the context of those who have raised potential overlapping interests in the Mōkai Pātea Nui Tonu Area of Interest, the following list of overlapping groups has been taken from statements of claim filed in the Wai 2180 inquiry. The list does not represent the Trust's view of the extent or nature of the interests asserted by these groups.

- Ngāti Tūwharetoa;
- Ngāti Waewae;
- Ngāti Rangi;
- Heretaunga-Tamatea;
- Ngā Hapū o Ahuriri;
- Rangitāne;
- Ngāti Apa;
- Ngāti Kauwhata;
- Ngāti Hotu;
- Ngāti Raukawa;
- Muaūpoko;
- Te Reureu;
- Ngāti Pīkiahū;
- Ngāti Hikairo;
- Te Wai Nui a Rua (Ranginui and Ranginui-Tamakehu); and
- Uenuku.

22. Prior engagement between the Trust and the Crown on overlapping claims issues has related to:

- He Toa Takitini (Heretaunga-Tamatea Claims Settlement Trust)
- Mana Ahuriri Incorporated
- Tūwharetoa Hapū Forum and Ngāti Waewae
- Tanenuiarangi Manawatu Incorporated
- Rangitāne o Wairarapa and Rangitāne Tamaki nui-ā-Rua

- Te Rūnanga o Ngāti Apa
- Ngāti Rangī Trust; and
- Uenuku Charitable Trust.

23. Memoranda of Understanding has been entered into between the Iwi Rūnanga and the Trust and some of the groups who represent Iwi with overlapping interests. Those memoranda are as follows:

Memorandum	Parties (other than Mokai Patea Nui Tonu)	Status
Te Waiū	Ngāti Tūwharetoa Ngāti Rangī	Signed
Te Hautapu	Ngāti Rangī	Awaiting signoff
Ahuriri Hapū	Mana Ahuriri	Signed
Heretaunga-Tamatea	He Toa Takitini	Signed
Pourewa	Ngāti Apa	Signed

G. Waitangi Tribunal process and Comprehensive negotiations

24. The Waitangi Tribunal is currently hearing the claims of the Taihape district, under Wai 2180 (Taihape: Rangitikei ki Rangipo District Inquiry).

25. The Trust seeks to negotiate and settle all the historical Treaty claims of Mōkai Pātea Nui Tonu, whether registered with the Waitangi Tribunal or not, for Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi that occurred prior to 21 September 1992, insofar as the claims relate to the claimant community, including:

- Wai 263;
- Wai 378;
- Wai 382;
- Wai 385;
- Wai 400;
- Wai 401;
- Wai 581;
- Wai 588;
- Wai 647;
- Wai 662;
- Wai 1196;
- Wai 1299;
- Wai 1497;
- Wai 1632;
- Wai 1639;

- Wai 1705;
- Wai 1835;
- Wai 1868;
- Wai 1888;
- Wai 2157.

26. This list is subject to aggregation directions from the Waitangi Tribunal or other amendments to claims within the Inquiry District.

27. The Trust acknowledges that there are some within the claimant community who prefer to continue with Waitangi Tribunal hearings rather than direct negotiations with the Crown. The Trust acknowledges that the negotiation and settlement of historical claims will have an impact on the Waitangi Tribunal Wai 2180 inquiry, and the Trust will continue to keep the Tribunal, Crown Forestry Rental Trust and claimants to the inquiry, informed as to negotiation progress, by way of:

- (a) Quarterly written updates;
- (b) Regular updates as negotiation milestones are reached; and
- (c) The establishment of a Claimant Forum which is open to representatives of individual Wai claims and which will meet as required to receive information concerning the negotiation process and provide feedback as to how the needs and aspirations of individual claimants can be accommodated within the negotiation process.

28. The Trust further acknowledges that there has been a group who affiliate to Ngāti Hinemanu and Ngāti Paki and who have expressed their concern at a mandating and negotiation process which might not appropriately reflect their needs. The Trust:

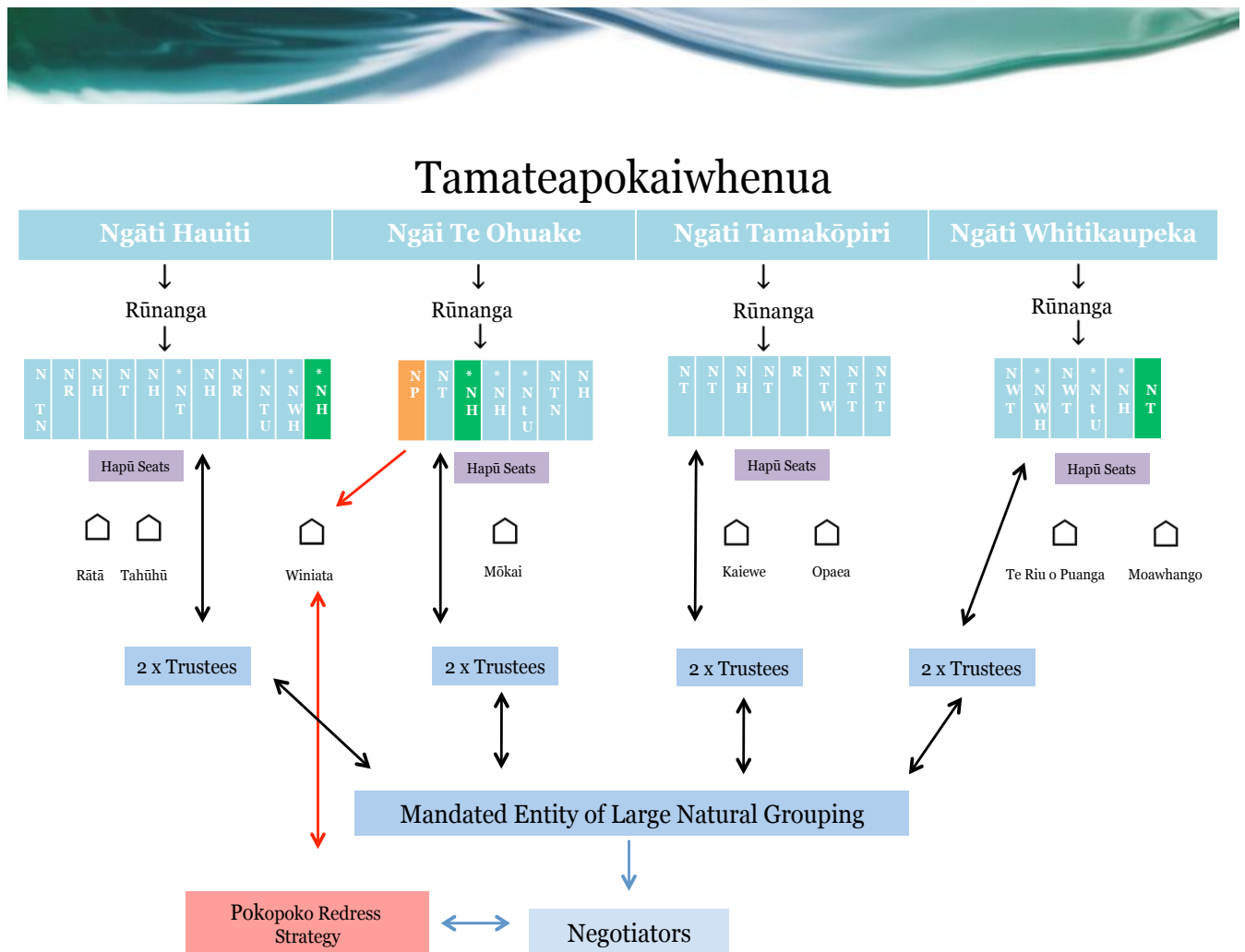
- (a) Acknowledges the social and political importance of Ngāti Hinemanu as a significant entity within the Mōkai Pātea rohe, both historically and today, and this is recognised through the ability of those of Ngāti Hinemanu decent to affiliate to, and hold hapū representation in, three of the four Iwi Rūnanga. This is depicted below in **Figure 1**, showing Ngāti Hinemanu hapū representation in green (in Te Rūnanga o Ngāti Hauiti, Te Rūnanga o Ngāi Te Ohuake and Te Rūnanga o Whitikaupeka through Ngāi Tautahi); and
- (b) Acknowledges the particular pain and grievance experienced by the descendants of Winiata Te Whaaro, being primarily of Ngāti Paki descent, following the destruction of Pokopoko by the Crown. This is recognised by:
 - (i) the Trust's Pokopoko Redress Strategy to be developed with Ngāti Paki descendants in accordance with Ngāti Paki tikanga, based on the principle that those who have suffered particular

grievances from Crown acts or omissions, are entitled to particular and specific remedies; and

- (ii) the ability of those of Ngāti Paki descent to affiliate to, and hold hapū representation in, Te Rūnanga o Ngāi Te Ohuake, depicted below in **Figure 1** in orange.

29. A diagram depicting the hapū representation on each of the Iwi Rūnanga and the Pokopoko Redress Strategy structure is set out as **Figure 1**. Each hapū is depicted with its acronym.

Figure 1:



H. Structure of the Trust seeking the Mandate

30. The proposed structure of the Trust which is seeking the mandate is based on the following key principles:

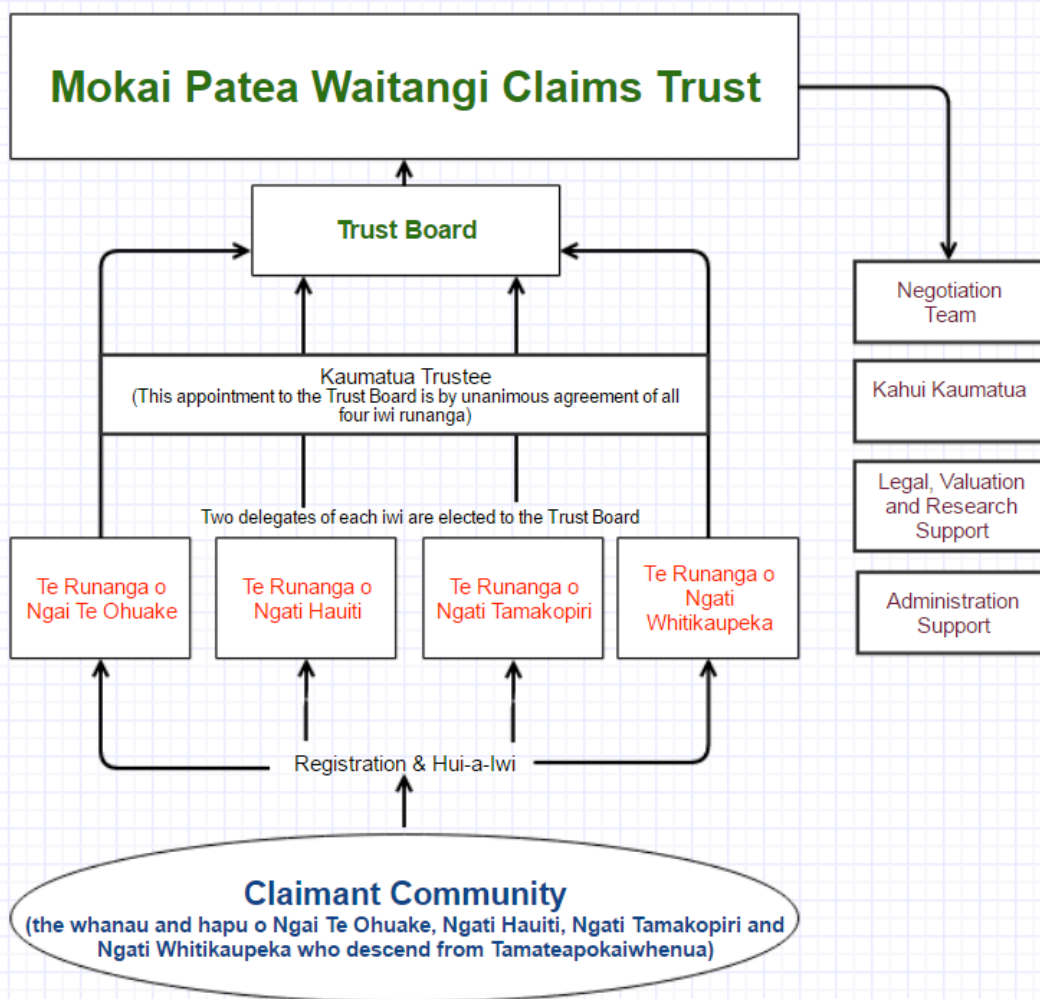
- (a) That the Trust promotes the recognition and advancement of the hapū of Mōkai Pātea Nui Tonu by way of their Iwi Rūnanga;

- (b) That those whānau and hapū who suffered particular prejudice and loss from particular breaches by the Crown of Te Tiriti o Waitangi are entitled to specific and tangible redress;
- (c) That the Trust will be a collective decision-making forum based on equal representation from each of the four Iwi Rūnanga; and
- (d) That individuals who affiliate by verified whakapapa to Mōkai Pātea Nui Tonu can effectively participate in the negotiation and settlement of Treaty claims regardless of whether or not the individual chooses to register with the Trust.

31. The Mōkai Pātea Waitangi Claims Trust is seeking a mandate based on its track record of successfully representing the interests of Mōkai Pātea Nui Tonu in the context of Treaty of Waitangi hearings in the Waitangi Tribunal.

32. The structure of the Trust is depicted in **Figure 2**.

Figure 2: Mōkai Pātea Waitangi Claims Trust Proposed Mandate Structure



33. The Trust will be governed by a Trust Board consisting of a maximum of nine Board Trustees. The nine Board Trustees will represent the collective interests of Mōkai Pātea Nui Tonu through the Iwi Rūnanga and will be appointed by the Rūnanga delegates as follows:
- (a) The delegates of Te Rūnanga o Ngāi Te Ohuake appoint two Board Trustees;
 - (b) The delegates of Te Rūnanga o Ngāti Hauiti appoint two Board Trustees;
 - (c) The delegates of Te Rūnanga o Ngāti Whitikaupeka appoint two Board Trustees;
 - (d) The delegates of Te Rūnanga o Ngāti Tamakōpiri appoint two Board Trustees; and
 - (e) Together, the delegates of the four Iwi Rūnanga may appoint, following due consultation with the Kahui Kaumatua, one Board Trustee as the Tumu Mōkai Cultural Leader representing all of Mōkai Pātea Nui Tonu. The Tumu Mōkai will be responsible for ensuring the cultural safety of Board Trustees and Negotiation Team during the negotiations, by providing advice on tikanga, kawa and other matters of a cultural nature.
34. Subject to the initial appointment policy in clause 40, the Board Trustees will remain in office for a term of three years, and are eligible for re-election, unless removed or disqualified in accordance with the Trust Deed.
35. The Board Trustees shall be governed by the terms of the Trust Deed. The Trust is an incorporated Charitable Trust registered on 23 February 2011.
36. The quorum for all meetings of Board Trustees shall be a majority of the Board Trustees who, for the time being, hold office pursuant to the Trust Deed, provided that there must be one Board Trustee present appointed from each Iwi Rūnanga for a quorum to have been reached.
37. The Board Trustees will meet to conduct business at such intervals as the Board Trustees may decide, but not less frequently than 4 times within each financial year. The Board Trustees may invite to such meetings whomever they may decide may assist them in their deliberations. All Board Trustee meeting decisions will be decided by a majority vote of Board Trustees present at a Trust Board meeting.
38. The Board Trustees determine by nomination and vote among themselves who will fill the role of Chairperson and Deputy Chairperson.
39. In the interests of transparency, the current Board Trustees as appointed by each of the four Iwi Rūnanga are set out as follows:

Te Rūnanga o Ngāi Te Ohuake	Te Rangiangoa Hawira Kelly Thompson
-----------------------------	----------------------------------------

Te Rūnanga o Ngāti Hauiti	Utiku Potaka (Chair) Thomas Curtis
Te Rūnanga o Ngāti Whitikaupeka	Barbara Ball (Deputy Chair) Te Rina Warren
Te Rūnanga o Ngāti Tamakōpiri	Hari Benevides Moira Raukawa-Haskell
Joint appointment	Isaac Hunter

40. The Board Trustees who hold office at the time the mandate is recognised by the Crown shall be the initial Board Trustees of the mandated entity. Thereafter, and within six months:
- (a) Each Iwi Rūnanga shall convene a Hui-ā-Iwi for the purpose of electing delegates to their Iwi Rūnanga, in accordance with the election process pursuant to Schedule 1 of the Trust Deed; and
 - (b) Following their election, the Rūnanga delegates shall meet to affirm or replace the appointed initial Trustee on the Board that has been in office the longest of the two; and
 - (c) Twelve months later, the Rūnanga delegates shall meet to affirm or replace the other appointed initial Trustee on the Board.
41. The process of election of Rūnanga delegates to the Iwi Rūnanga under Schedule 1 of the Trust Deed is:
- (a) a Hui-a-Iwi shall be held by that Mōkai Pātea Iwi, advertised in the local papers not less than 20 working days prior to the meeting being held, and with notice given to those who are registered as members of that Mōkai Pātea Iwi, for the purposes of electing Rūnanga delegates to the Iwi Rūnanga on behalf of that Mōkai Pātea Iwi;
 - (b) any person aged 18 years of age or older who affiliates by verified whakapapa to the Mōkai Pātea Iwi concerned may be eligible to be nominated as a Rūnanga Delegate;
 - (c) nominations may be made on the day and voting shall be by way of show of hands but any person nominated as a Rūnanga Delegate must not be disqualified by any of the criteria laid down in clause 4.2 of the Deed;
 - (d) voting at the meeting shall be open to all of those who are aged 18 years of age or older and affiliate by way of verified whakapapa to that Mōkai Pātea Iwi;
 - (e) Rūnanga delegates remain in office for a term of three years and are eligible for re-election unless removed or disqualified in a manner consistent with the process laid down in clause 4.2 of the Deed.

I. Accountability

42. The relationship between the Trust and the Iwi Rūnanga and their Iwi/Hapū members is two-way.
43. The Trust is accountable to the individual named claimants of those Waitangi Tribunal claims that it represents. The Trust will report in writing on a quarterly basis to the claimant community, and provide the opportunity for claimant community hui upon reasonable request.
44. The Trust will convene an Annual Trust Hui soon after the end of the Trust's financial year to report to the claimant community, and present:
 - (a) The Trust's audited financial statements;
 - (b) An Annual Report that reports on the Trust's activities for the year against the objectives of the Trust's Annual Plan for that year;
 - (c) An Annual Plan which sets out the Trust's objectives for the upcoming year; and
 - (d) All changes to Board Trustees as appointed by Rūnanga delegates during the year.
45. Board Trustees are bound by the Trust Deed. All decisions will be made in accordance with the accountability provisions of the Trust Deed. In addition, the following principles will guide the Trust's accountability to the claimant community:
 - (a) continuous and regular engagement with the claimant community;
 - (b) decision-making transparency with the claimant community; and
 - (c) Robust and accessible dispute resolution processes.
46. A separate bank account will be established by the Trust to manage Crown claimant funding contributions. The Trust will comply with the Office of Treaty Settlements' policy and process for the management of claimant funding.
47. The Trust has a communications strategy to keep the claimant community informed. The Trust has established a Facebook page and website to engage with whānau wherever they may reside. The Trust will use all technology and social media platforms available to disseminate progress reports on the settlement negotiations.
48. The Trust will present an initialled Deed of Settlement to the four Iwi Rūnanga of Mōkai Pātea and undertake a Deed of Settlement ratification process including online, and postal as well as ballot box voting at ratification hui around the motu.

49. The Board Trustees and Negotiators will be supported by a Kahui Kaumatua of respected Iwi elders, who will provide cultural oversight and direction on the following matters:
- (a) Ensuring the quality and accuracy of the Trust's membership register and the register of members of the claimant community by verifying whakapapa to one of more of the Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri; and
 - (b) Providing quality advice and input into the cultural and customary association of Mōkai Pātea Nui Tonu, waahi tapu, sites of significance, whakapapa and historical events.

J. Appointment and proceedings of Negotiators

50. The Trust will appoint a Negotiators Team consisting of no more than four persons who will be responsible for the management of the Trust's Treaty settlement negotiations.
51. Nominees for the role of a Negotiator will complete a statutory declaration which will include:
- (a) Agreement to be bound by the Deed of Trust and policies and procedures concerning Negotiators; and
 - (b) Evidence as to how the nominee meets the guidelines for the appointment of Negotiators including geographical spread, fair representation of Iwi Rūnanga, the need for a balance of skills and expertise, and experience in negotiations.
52. The Trust will retain the ability to co-opt Negotiators for particular skills or for particular issues which may arise.
53. The Trust will provide for:
- (a) a process for the removal and replacement of Negotiators for due cause;
 - (b) a process for an annual review of Negotiators based on key performance indicators as set by Board Trustees;
 - (c) policies for fair and transparent remuneration, and reimbursement of costs, of Negotiators; and
 - (d) the reporting and accountability processes for Negotiators to the Trust by way of monthly reports or more regularly whenever milestones are reached.
54. All acts, decisions and proceedings of the Negotiation team will be conditional on approval from the Board Trustees. Only the Board Trustees shall have the authority to submit a draft Deed of Settlement to the claimant community for ratification.

55. The Negotiation Team will be supported by an administrative group responsible for:
- (a) assisting with the operational requirements of the negotiations;
 - (b) ensuring the proper implementation of Trust policies and procedures;
 - (c) ensuring compliance with negotiations work plans and timetables;
 - (d) ensuring Negotiators' compliance with statutory requirements, the Trust's Deed and contractual obligations;
 - (e) financial reporting; and
 - (f) implementation of the Trust's Communications Strategy as set out in this mandate strategy.
56. The Negotiation Team will have authority to delegate negotiation tasks to committees established by the Negotiators, who are responsible and accountable back to the Negotiators.

K. Mōkai Pātea Register

57. The Trust has a Mōkai Pātea Register (tribal membership database) which was initially established by the collation of all member information from each of the Iwi Rūnanga.
58. The Trust will maintain a Mōkai Pātea Register in accordance with Schedule 2 of the Trust Deed, for the purposes of, inter alia:
- (a) any elections required pursuant to Schedule 1 of the Trust Deed; and
 - (b) communicating the progress of the Trust in its mahi and to allow the Trust to contact the claimant community; and
 - (c) voting processes for mandate and settlement negotiation decisions by the claimant community.
59. The Trust has its own registration form and continues to grow and build the Trust's Mōkai Pātea Register. Each registration is verified by the Iwi kaumātua to which the registration relates, to verify the whakapapa of the applicant beneficiary, before membership is granted. A copy of the Trust's registration form is provided in **Appendix F**.
60. The Trust acknowledges those who are members of the claimant community but who may not wish to register as members with the Trust. The Trust maintains a database of those unregistered members to ensure that they can be notified of, and effectively in, claimant community hui and decision-making. An unregistered member is entitled to participate in decisions concerning the mandate of the Trust (including decisions to amend or remove the mandate of the Trust) once that person's whakapapa has been verified by the Iwi kaumātua.

L. Mandating Hui Process

61. The following resolution will be put to all members of the claimant community aged 18 years and over at mandate hui and voting:

That the Mōkai Pātea Waitangi Claims Trust is mandated to represent the claimant community in negotiations with the Crown for the comprehensive settlement of all of the historical claims of Mōkai Pātea Nui Tonu where “claimant community” means all those persons who affiliate by way of verified whakapapa to one or more of the four confederated Iwi of Ngāi Te Ohuake, Ngāti Hauiti, Ngāti Whitikaupeka and Ngāti Tamakōpiri and their respective hapū, and includes those who choose not to register as a member of the Trust.
62. Mandate hui will be facilitated by the Trust, based on the current Mōkai Pātea Register and the locations of the members at the following locations (venues to be advised):
 - i. Wellington;
 - ii. Auckland;
 - iii. Hastings;
 - iv. Taupō;
 - v. Whanganui; and
 - vi. Taihape.
63. The mandate hui advertisement will be developed from the Crown template. Mandate hui advertisement, including all hui details and available voting options (online and postal) will be advertised as follows:
 - (a) In local, regional and national newspapers including the Dominion Post, the NZ Herald, the Whanganui Chronicle, the Christchurch Press, Hawkes Bay Today, and the Waikato Times;
 - (b) Through local and national broadcasting including Awa FM (and its website), Radio Wātea, National Radio (and its website), and Māori Television (and its website);
 - (c) Through social media platforms including the Trust’s website, the Trust’s Facebook page, and social media outlets of each of the Iwi Rūnanga constituent entities; and
 - (d) By way of Iwi, rūnanga, hapū, whānau networks, fun-day events, land trust meetings, sports and cultural events.
64. Mandate hui advertisements/pānui will also be distributed to Mōkai Pātea registered members, via the current preferred contact options held for each adult member in the Trust’s Mōkai Pātea Register.
65. The Trust will use Election Services NZ to manage the mandate voting process, including mandate hui, online and postal voting.

66. The mandate hui will include the following agenda items:
- (a) Purpose of the Mandate Hui;
 - (b) Summary of Mōkai Pātea Nui Tonu history and identity, relationship with the Crown and key grievances and Treaty claims;
 - (c) How the hapū of Mōkai Pātea Nui Tonu are represented through the Rūnanga structure and the Trust;
 - (d) Presentation of the Mandate Resolution and voting process;
 - (e) A question and answer session;
 - (f) Voting: Mandate Resolution (as above); and
 - (g) General update on Trust activities.

M. Mandating Voting Process

67. Voting will be open to all members of the claimant community and who are aged 18 years or over during the voting period, regardless of whether or not the voter is registered with the Mōkai Pātea Waitangi Claims Trust.
68. Members of the claimant community will be able to vote in four ways:
- (a) Postal voting using prepaid return envelopes; or
 - (b) Online voting using a unique identifier; or
 - (c) Voting by using ballot boxes at mandate hui; or
 - (d) Voting via a special vote for those who are not registered members of the Trust at the voting date.

Postal voting and electronic voting

69. All eligible members of the claimant community are encouraged to register on the tribal register to be held by the Trust in order to be informed and participate fully in decision making. Trust members enrolled on the Trust members database will be sent by post and/or email (if an email address is provided) a voting pack containing mandate information and a covering letter at the beginning of the voting period.
70. Voters will also be able to vote through other electronic methods, with details given on the voting form. The information provided in the voting pack will be similar to the information provided at the mandate hui.

Votes Submitted at Mandate Hui

71. If Trust members have not already submitted a vote through the other voting methods, eligible voters will be able to submit their votes at the mandate hui by casting their voting paper in the ballot box provided. At each mandate hui a secure ballot box will be provided for this purpose. Members of the claimant community will also be able to place a special vote at the hui in accordance with the clauses below.
72. Crown observers will be invited to all mandate hui. A full attendance record, with the attendee's signature, will be taken at each mandate hui to avoid the risk of double voting.

Special Votes

73. Where someone has not registered before the start of the voting period and wishes to do so, they can contact the Independent Returning Officer to say that they want to vote in the mandate process. They will be sent a voting pack which will include a registration form and a special voting form. Alternatively, an allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui.
74. The special voting papers must be marked with a provisional number for the applicant for registration and this will be their voting identification number. These numbers should be easily distinguishable from the voting identification numbers for registered voters and a register of all special votes needs to be prepared.
75. The applicant must send their registration form together with the special voting form or vote as provided at the mandate hui.
76. Members of the claimant community who do not wish to register but wish to vote can contact the Independent Returning Officer. They will be sent a whakapapa verification form and a special voting form. Alternatively, an allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui. Special votes will not be counted unless a registration form or whakapapa verification and a special voting form has been received on or before the last day for receipt of voting papers. Special votes will be subject to verification that the voter is aged 18 years and over and fits within the definition of the claimant community. Verification will be carried out by those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust.
77. Voters must complete a special voting form if they:
 - (a) register on the Trust members database during the voting period but before the closing date of voting;
 - (b) wish to vote but do not want to register with the Trust;
 - (c) did not receive their voting pack in the mail; or

- (d) do not have their voting paper they received in the mail and therefore want to cast their vote at the mandate hui.

78. Each special vote will use a unique voting identifier that will reference the special registration of the individual according to age or late registration. Each special vote voting form will have the required registration form, fully completed and attached, if not already previously registered. An allocated person under the supervision of the independent returning officer will be present at each formal mandate hui to accept special votes and give instructions to members of the claimant community who wish to vote this way.

Replacement voting papers

79. If any requests are received for replacement voting papers, the Independent Returning Officer will send out a new voting pack and record that they have done so on the voting register. Alternatively, an allocated person under the supervision of the Independent Returning Officer can provide replacement voting papers at the formal mandate hui. Ideally, the Independent Returning Officer, the allocated person or voter should write on the original paper that it is no longer valid as a replacement has been issued. The replacement voting paper should be marked “replacement” so that in the event both papers are submitted, the Independent Returning Officer will know to only count the replacement.

N. Dispute Resolution Process

80. The Trust will maintain a transparent and robust dispute resolution process:

- (a) For registration and whakapapa disputes, these will be first referred to those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust, and with the assistance of the Trust’s Kahui Kaumatua. If resolution is not achieved, the process will be as set out in subclause (b);
- (b) Complaints regarding accountability, appointment of Board Trustees or appointment of Negotiators will require the complaint to be tabled in writing to the Chair of the Trust, with appropriate supporting information, and the Trust will within 20 working days appoint Board Trustees’ representatives to meet with the complainant(s) within 10 working days and report back to the Trust within 20 working days on the discussion(s) with a recommendation(s) on next steps for the Trust; and
- (c) In each case, if those processes do not resolve the issue(s), the Trust will determine whether it is appropriate for the issue(s) to go to a publicly notified hui of the claimant community.

81. In the case of an issue whether or not to amend or remove the mandate of the Trust, a written notice addressed to the chairperson of the Trust must be signed by at least 200 persons who are members of the Trust which identifies the concerns of the party. Such a notice then requires the Trust to initiate its dispute resolution process in subclauses (b) and (c) above. If the dispute is then unresolved, then the party seeking to amend or withdraw the mandate may

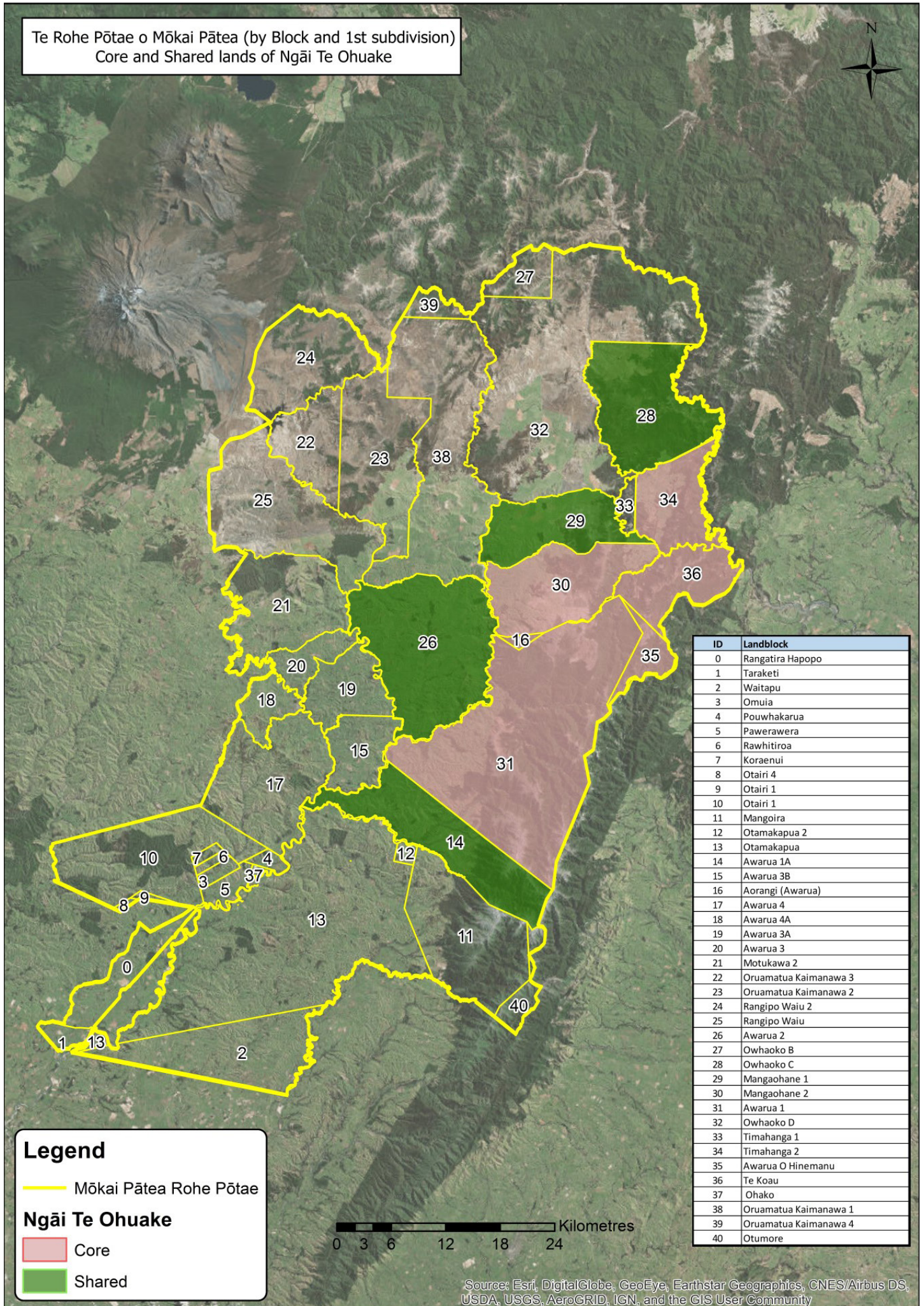
organise at least five publicly notified hui which will comply with the same notification requirements as set out in the mandate strategy for mandate hui, namely:

- (a) Hui are publicly notified at least three weeks in advance, and hui information distributed to the claimant community at their last known address;
- (b) The notice is to include a summary of the concerns raised, who the parties are, and the purpose of the hui including any proposed resolution;
- (c) An invitation to Te Puni Kōkiri to attend as an observer; and
- (d) Voting at the meeting on whether or not to amend or remove the Trust's mandate will be open to those who are registered and unregistered members of the claimant community (aged 18 years and over). For those who are unregistered members, the right to vote will be determined if their whakapapa has been duly verified by the Mōkai Pātea Iwi kaumātua;
- (e) A 75% majority is required to vote in favour of a process to initiate an amendment to, or removal of, the Trust mandate. If the 75% threshold is not reached, but there remains concerns then the Trust shall consult with the Office of Treaty Settlements as to next steps; and
- (f) The outcome of the hui be notified to the Office of Treaty Settlements and Te Puni Kōkiri including future steps to be followed and potential impact(s) on negotiations.

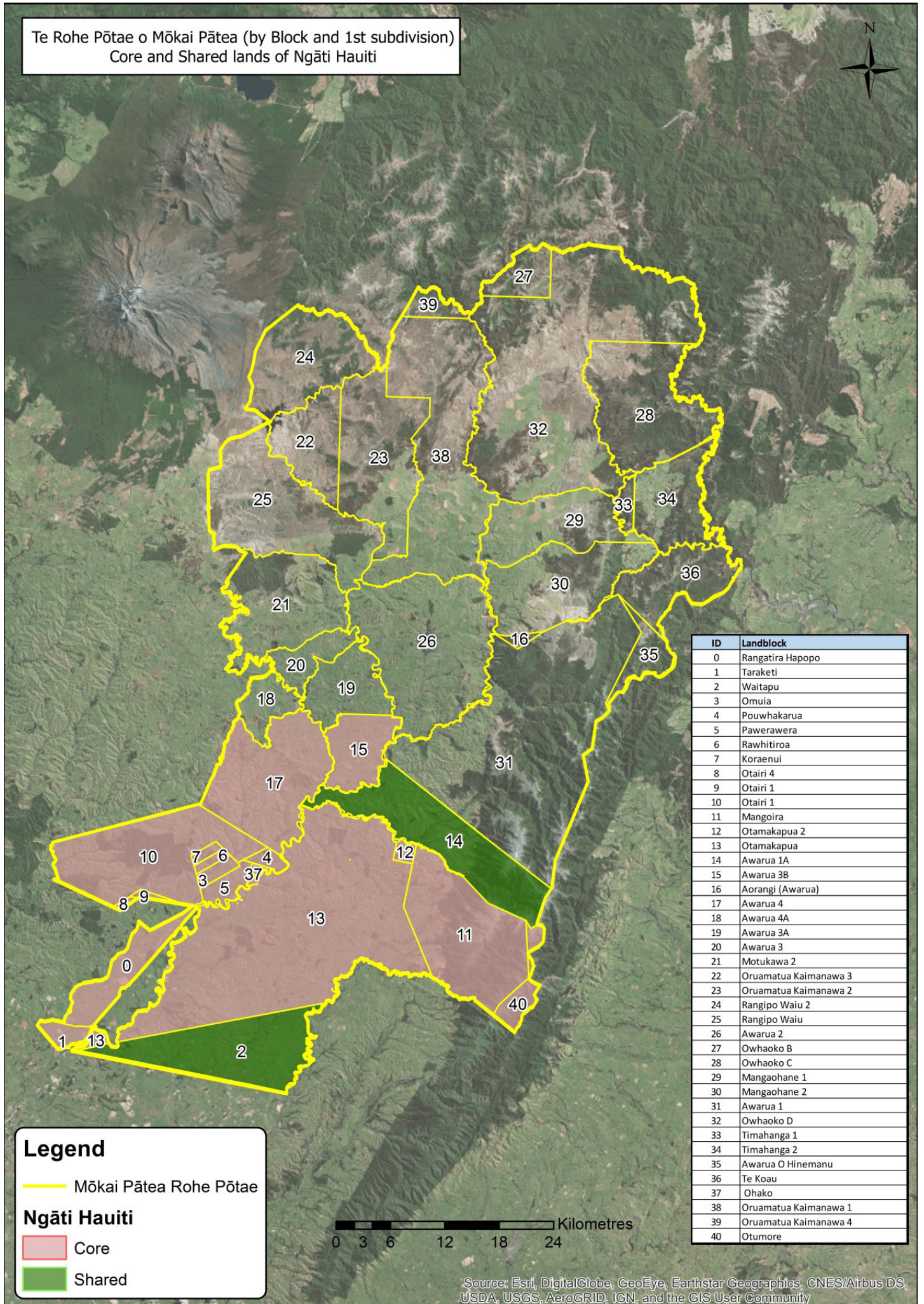
O. List of Appendices

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E. Area of Interest of Mōkai Pātea Nui Tonu	6
F. Registration Form	17

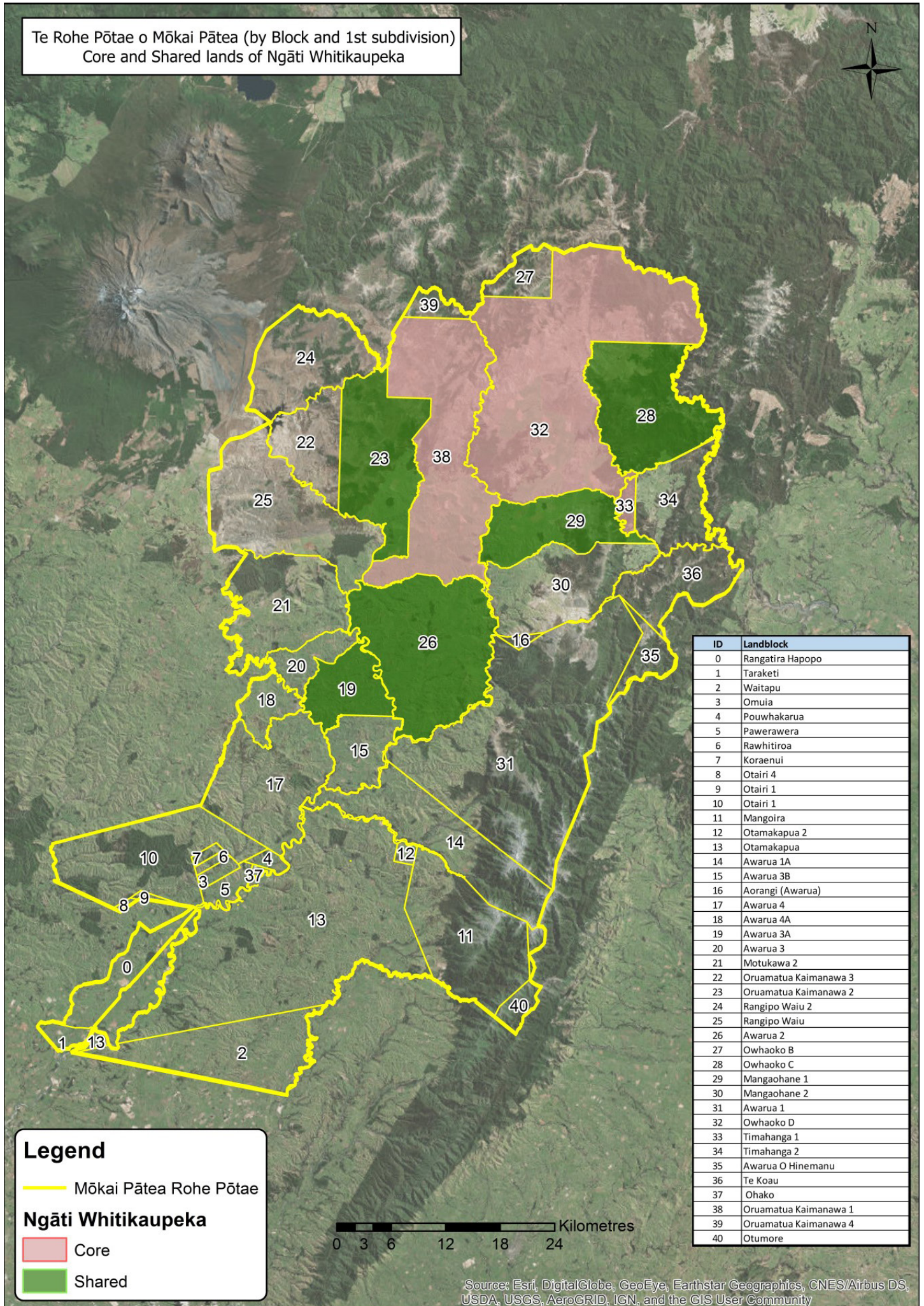
Appendix A - Area of Interest of Ngāi Te Ohuake.



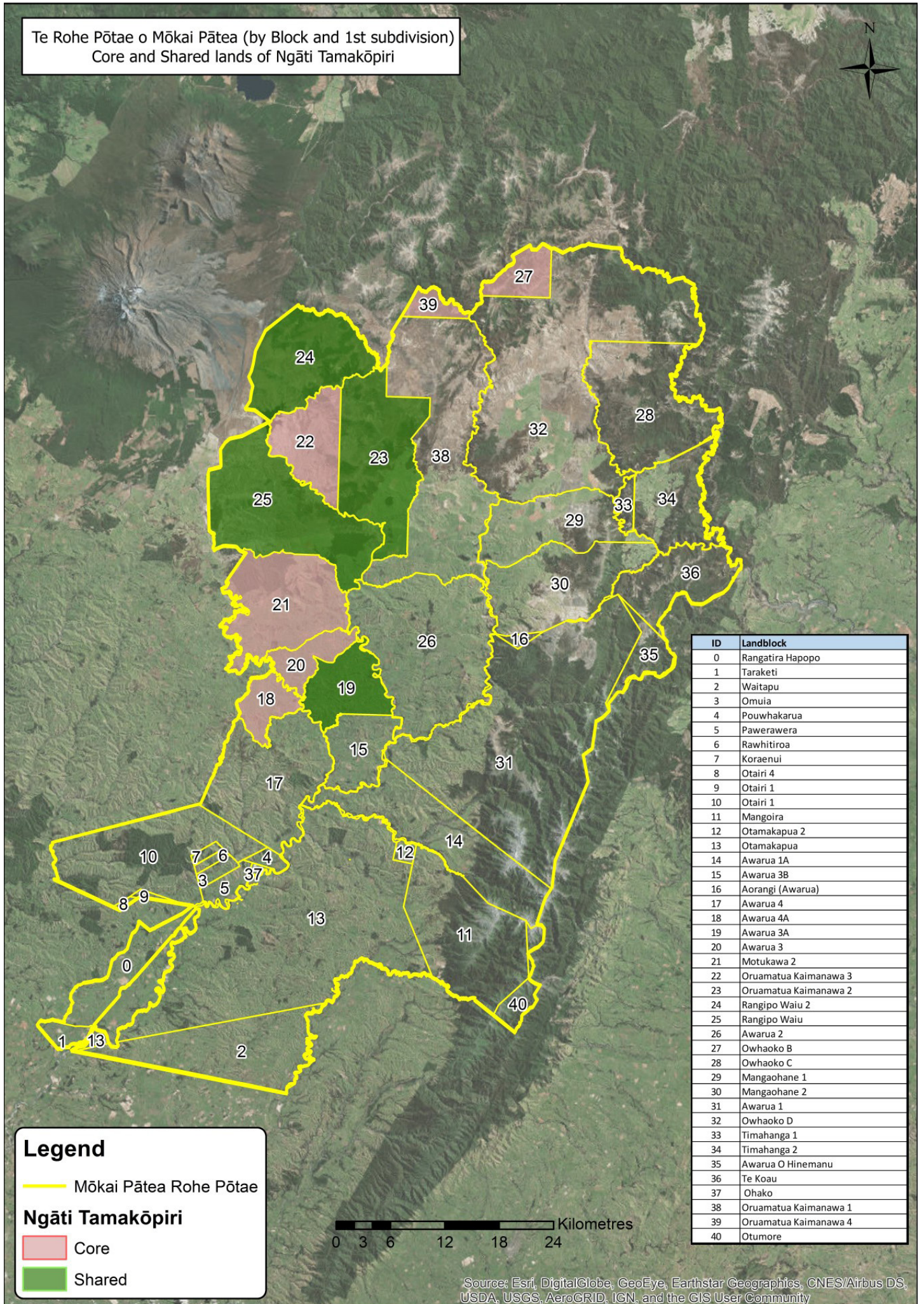
Appendix B - Area of Interest of Ngāti Hauiti.



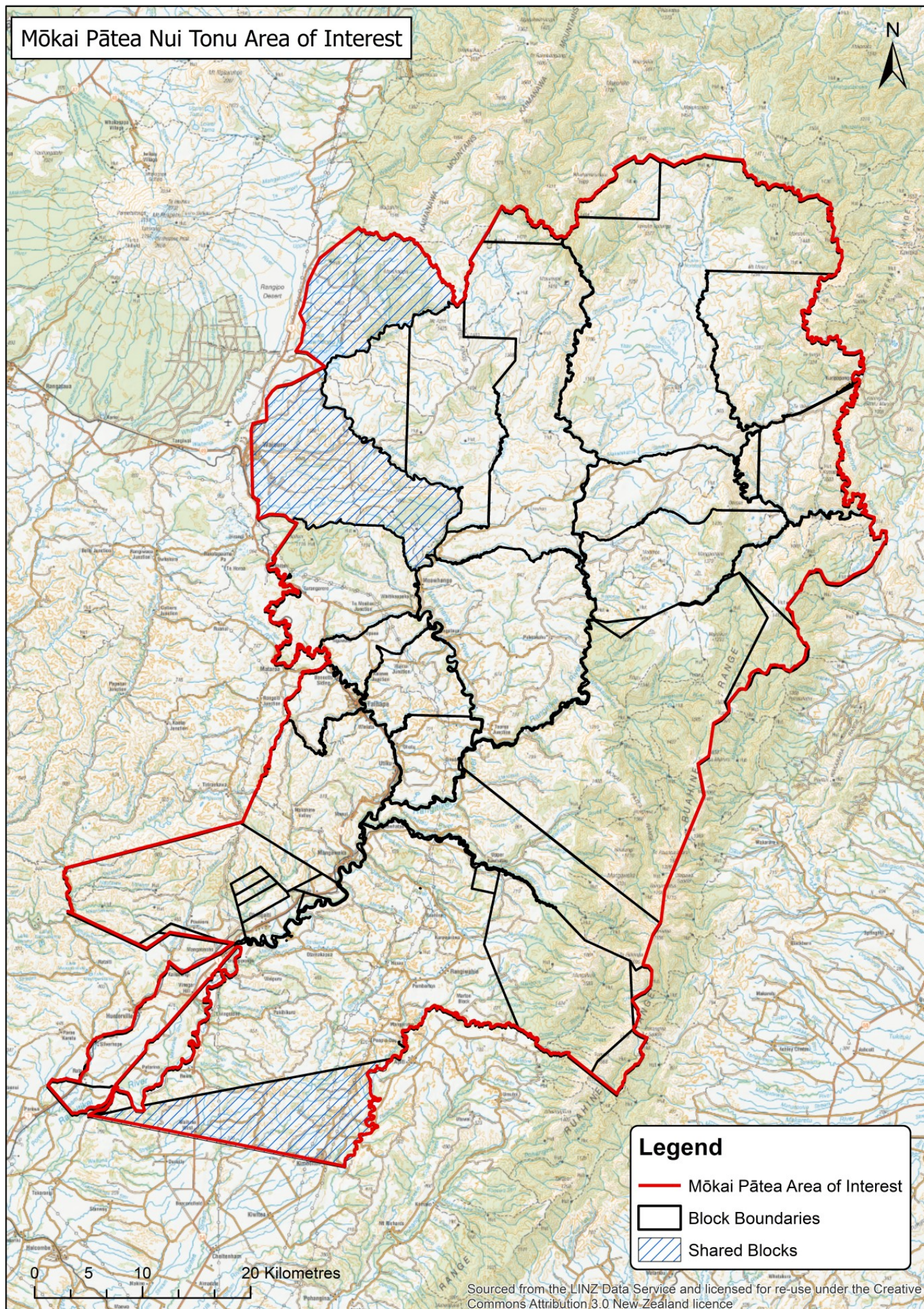
Appendix C - Area of Interest of Ngāti Whitikaupeka.



Appendix D - Area of Interest of Ngāti Tamakōpiri.



Appendix E - Area of Interest of Mōkai Pātea Nui Tonu.



**Appendix F -
Registration Form.**



Registration Form

Te Rūnanga o Ngāti Hauiti
Te Rūnanga o Ngāti Te Ohuake
Te Rūnanga o Ngāti Tamakōpiri
Te Rūnanga o Ngāti Whitikaupeka

Each of the Mōkai Pātea Iwi Rūnanga referred to above are using this form to register the people of Mōkai Pātea whose ancestors identified as one or more of the hapū and iwi of Ngāti Hauiti, Ngāti Te Ohuake, Ngāti Tamakōpiri and Ngāti Whitikaupeka. Any information received will be held by or for each of the relevant Mōkai Pātea Iwi entities or their successors. You have certain rights under the Privacy Act 1993 to see and correct personal information which these entities (or their successors) hold about you. The information will be used to enable each entity to identify as many of their members as possible, so that as many individuals as possible are informed of Mōkai Pātea matters. The information may also be used to identify those who may take part in any electoral process relating to Mōkai Pātea (and/or the individual iwi within the confederation) and/or derive any entitlement as members in the future. Registrations are subject to a verification process involving the Iwi Rūnanga and may be declined should it be found that incorrect whakapapa claims have been made. Should you need assistance in completing this form, please contact the relevant iwi Rūnanga or the Mōkai Pātea Waitangi Claims Trust (contact details are overleaf). Note that any children aged under 18 years entered on this form will be entered as adult members once they come of age, unless the Trust is advised in writing that they do not wish to be so registered.

Surname: _____ **First Names:** _____
Maiden name: _____ **Date of birth:** ___/___/___ **Gender:** (circle) M / F
Postal Address: _____ **Home phone:** _____
Suburb: _____ **Mobile phone:** _____
City: _____ **Postcode:** _____ **Email:** _____
Country: _____ **Partner's Name:** _____
Occupation: _____ **Are you a whāngai?** (circle) YES / NO

Children under 18 years (persons 18 and over should fill in their own form):

Surname:	First names:	Gender: (circle)	Date of Birth:	Whāngai?
_____	_____	M / F	___/___/___	Y / N
_____	_____	M / F	___/___/___	Y / N
_____	_____	M / F	___/___/___	Y / N
_____	_____	M / F	___/___/___	Y / N

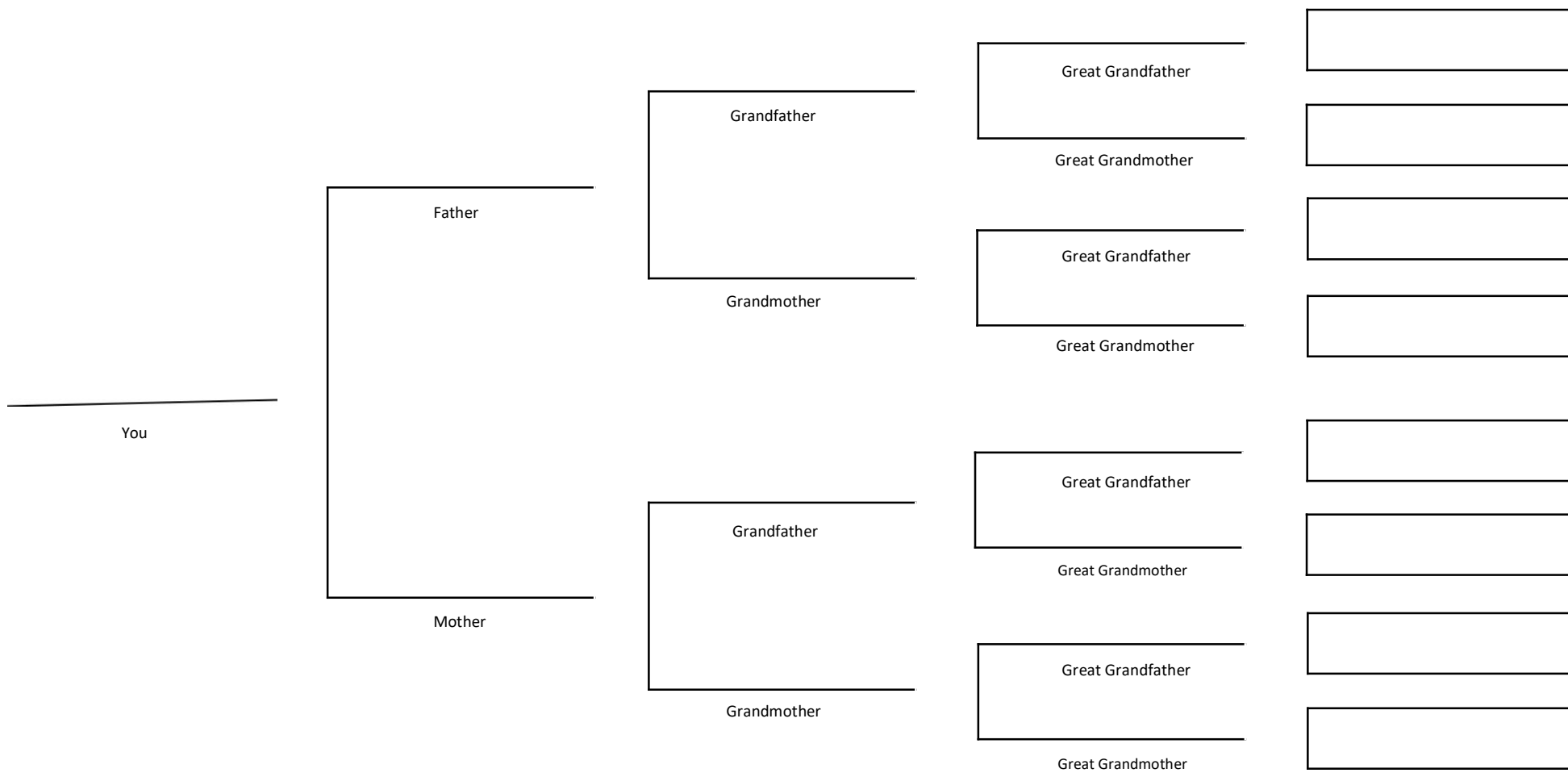
Iwi—tick the box for any of the iwi that you affiliate to. If you know your hapū, please indicate by circling those below:

Ngāti Hauiti	<input type="checkbox"/>	Circle any known hapū for voting:	Ngāti Te Ngahoa/Ngāti Ruaanga/Ngāti Haukaha/Ngāti Tamatereka/ Ngāti Te Upokoiri/Ngāti Hora/Ngāti Tūmōkai/Ngāti Hinetio/ Ngāti Hinemanu/Ngāti Rangiwaiāiao/Ngāti Whiti-Hauiti
Ngāti Te Ohuake	<input type="checkbox"/>	Indicate all known hapū	Ngāti Tamakorako/Ngāti Hau/Ngāti Hinemanu/Ngāti Te Upokoiri/ Ngāti Te Ngaruru/Ngāti Paki/Ngāti Honomōkai
Ngāti Tamakōpiri	<input type="checkbox"/>	Indicate all known hapū	Ngāti Tuope/Ngāti Tamakaiaorangi/Ngāti Hinetai/Ngāti Tamapinea/ Rangitoea/Ngāti Tamawhiti/Ngāti Tama Tūturu/Ngāti Te Taenui
Ngāti Whitikaupeka	<input type="checkbox"/>	Indicate all known hapū	Ngāti Whiti Tūturu/Ngāti Whiti-Hauiti/Ngāti Whiti-Tama/ Ngāti Te Upokoiri/Ngāti Honomōkai/Ngāti Tautahi

Declaration: I acknowledge the introduction to this form and consent to the disclosure of my personal information to any of the Iwi Rūnanga entities above or entities related to them or their successors and I declare that the information above and overleaf is correct.

Signature: _____

Today's Date: ___/___/___



Please show as much of your Mōkai Pātea whakapapa as possible. Attach additional papers if required.

When completed please send to:

**Mōkai Pātea Waitangi Claims
Trust c/- The Administrator
PO Box 54
Taihape 4742**

Iwi contacts :

Ngāti Hauiti	Utiku Potaka/Maria Taiuru	u.potaka@xtra.co.nz / maria@inspire.net.nz
Ngāi Te Ohuake	Te-Rangi Hawira/Kelly Thompson	raukowhai@slingshot.co.nz / hauiti.kelly@xtra.co.nz
Ngāti Tamakopiri	Moira Raukawa-Haskell/Hari Benevides	moira.raukawa-haskell@otmk.org.nz / hari@ruralinzone.net
Ngāti Whitikaupeka	Barbara Ball/Richard Steedman	ballwhanau@xtra.co.nz / richard.steedman@xtra.co.nz

Mōkai Pātea Waitangi Claims Trust
Marae Engagement Strategy
March 2020

Background

1. The recognised marae and papakāinga of Mōkai Pātea Nui Tonu are as follows:

IWI	MARAE	PAPAKĀINGA
Ngāi Te Ohuake	Winiata (Ngāti Hinemanu/Ngāti Paki)	Awarua (Mōkai) Pokopoko
Ngāti Hauiti	Tāhuhu Rātā Winiata (Ngāti Hinemanu)	Utiku Otara Pourewa
Ngāti Whitikaupeka	Te Riu o Puanga Moawhango	Makokomiko Matuku
Ngāti Tamakōpiri	Opaea Kaiewe	Tūrangārere Komakoriki

2. These marae have played important roles as focal points for cultural identity within Mōkai Pātea, although the history of subjugation and suppression of Mōkai Pātea tino rangatiratanga has meant that during the 20th century, marae have identified themselves with other larger and neighbouring iwi. It was through the revitalisation of Mōkai Pātea identity in the 1980s that marae were encouraged to recognise and celebrate their unique connections to the hapū and iwi groupings of Mōkai Pātea Nui Tonu.
3. Marae are visible manifestations of tribal identity, but within Mōkai Pātea society, marae are not traditional representative structures. The authority for representation and decision making lies with the hapū. Nevertheless, marae are explicitly listed in the Mōkai Pātea Deed of Trust as beneficiaries of the Trust's activities.
4. In addition, unfortunately marae have been underpinned by western legislative and policy structures, such as the Māori Councils Act, or the Marae Reservations structure. Hapū rūnanga are established within Mōkai Pātea on a tikanga base, independent of western legal structures and constraints.

Key Outcome

The key outcomes of this marae engagement strategy are:

1. to ensure that there are opportunities for marae to have a direct channel for engagement for issues of importance to them as Marae, and allow that engagement to influence decision making at the level of Mōkai Pātea trustees, and at the level of Iwi Rūnanga.
2. To ensure that the marae as our ancestral meeting places of the hapū and Iwi of Mōkai Pātea are an integral part of the fabric of these hapū and Iwi and their decision making processes.

Communication and Engagement protocols

5. The Trust commits to the following series of engagement protocols with Marae:
 - (a) Identifying the appropriate Marae representatives with whom to engage. If Marae Reservation Trustees are not active, and where there is general acceptance within the marae community that an unincorporated marae committee is the preferred group to represent the marae community, engagement will be with the marae committee instead.
 - (b) Ensuring that the Marae is advised of all Trust hui, engagement wananga and provided the opportunity to attend and participate.
 - (c) Requiring the Trustees to include in their reporting to the Trust any update and feedback and communication from the Marae in their respective rohe.
 - (d) Requiring all elected Rūnanga delegates to establish communication with the Marae associated with their Rūnanga.
 - (e) Requiring each iwi Rūnanga to report Runanga activities to the Marae and allow for input and participation of marae representatives in Runanga hui a-Iwi.

Local Classifieds

06 873 0808

classified@hbtoday.co.nz

Public Notices

HARBOURMASTER NOTICE

ROCKET LAUNCH FROM MAHIA PENINSULA, HAWKES BAY, NEW ZEALAND

Rocket Lab will be launching a rocket into space from Mahia, Hawkes Bay. The rocket will fly East South East (116°) from the tip of Mahia Peninsula (39°15' S, 177°52' E). The area beneath the rocket's flight path near the launch point must be clear at the time of launch. The launch time cannot be exactly predicted ahead of time. The launch may be:

- Any day from Thursday 27th June to Wednesday 10th July, 2019
- Any time from 1630 to 1830 NZST (0430 to 0630 UTC)

A Launch Hazard Area will be in effect from:

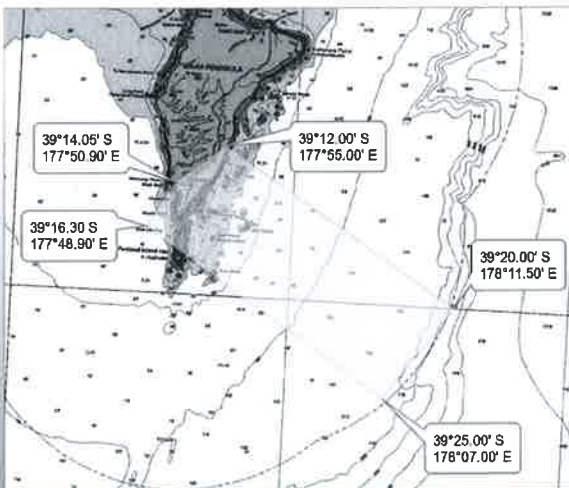
- 1430hrs to 1900hrs NZST (0230 to 0700 UTC) on launch attempt days

Rocket Lab information broadcasts up-to-date launch information on Marine VHF Channel 79. Vessels planning to cross the area below are requested to contact Rocket Lab Range Control on Marine VHF Channel 07 or Channel 16 at the earliest opportunity.

Range Control may request a slight speed or course change to assist in clearing the area before the actual launch time.

The area extends approximately 15 nautical miles East of Mahia Peninsula. The boundary points are: Rocket Lab Launch Info:

- A) 39°14.05' S 177°50.90' E (Blacks Point)
- B) 39°12.00' S 177°55.00' E
- C) 39°25.00' S 178°11.50' E
- D) 39°19.00' S 178°07.00' E
- E) 39°16.30' S 177°48.90' E



See Notice to Mariners Ed. 12 and the Rocket Lab website (www.rocketlab.co.nz) for details.



hbrcc.govt.nz

Public Notices



Board of Trustees' Election Declaration of Parent and Staff Election Results

Douglas, Benita 102
Goodlass, Toni 78
Jackson, Malcolm 120
Titter, Rachael 63
Invalid 2

I hereby declare the following duly elected:

Benita Douglas,
Toni Goodlass,
Malcolm Jackson

Staff Election Result

As there was only one nomination received I hereby declare Lorna Morice duly elected.

ER Jones
Returning Officer

Heretaunga Intermediate

Board of Trustees Election 2019
For 5 Parent Representatives

DECLARATION OF PARENT REPRESENTATIVE ELECTION RESULTS

Parent Representatives	Votes
REEVE, Paul	90
THOMPSON, Louise	90
HARRIS, Aroha	66
BURN, Rebecca	54
SETFORD, Leah	53
OLSEN, Lee	43
FOSTER, Shane	26
INVALID VOTES	0

I therefore declare the following duly elected:
Rebecca Burn, Aroha Harris, Paul Reeve, Leah Setford and Louise Thompson.

Wayne Jamieson
Returning Officer
Heretaunga Intermediate



MEEANEE SCHOOL

Board of Trustees Casual Vacancy for an Elected Trustee.

Four of five parent representative positions were filled at the Triennial elections.

The Board has resolved under section 105 of the Education Act 1989 to fill the one vacancy by selection.

If ten percent or more of eligible voters on the school roll as the board, within 28 days of this notice being published, to hold a by-election to fill the vacancy, then a by-election will be held.

Any eligible voter who wishes to ask the board to hold a by-election should write to:

Chairperson
Board of Trustees
Meeanee School
6 Gavin Black Street, Meeanee 4110
by: 16 July 2019



Mōkai Pātea Waitangi CLAIMS TRUST (MPWCT)

The Mōkai Pātea Waitangi Claims Trust mandate vote information was publicly notified by Te Arawhiti on 25 May 2019. Included was information about mandate voting hui.

- Taihape - Saturday 15 June, 10am-12pm, Old Taihape Hospital Cafeteria, Hospital Road.
- Whanganui - Saturday 15 June 5pm-7pm, Kingsgate Hotel, 397 Victoria Avenue.
- Sunday 16 June, 1pm-3pm, The Porirua Club, Sports Room, 1 Lodge Place, Porirua.
- Friday 21 June, 5:30pm-7:30pm, Tokaanu Hotel Conference Room, 525 State Highway 4, Turangi.
- Saturday 22 June, 11am-1pm, Taradale Town Hall, Lee Road, Taradale.
- Sunday 23 June, 11am-1pm, Holiday Inn Auckland Airport, 2 Ascot Road, Airport Oaks, Auckland.

The MPWCT seek a Crown-recognised mandate to represent Mōkai Pātea Nui Tonu in the negotiation and settlement of their historical Treaty of Waitangi claims.

Mandate voting period - 10 June 2019 to 5:00pm, 8 July 2019.

For further information, visit our website
www.mokaipateaclaims.maori.nz

Utiku K Potaka
Chairman, Mōkai Pātea Waitangi Claims Trust

Onekawa School Board of Trustees' Election 2019 Declaration of Parent and Staff Election Results



ONEKAWA SCHOOL Onekawa School

Parent representative votes

Everard, Patrick	52
Jensen, Amanda	5
Knight, David	48
Magele, Aroha	41
Truman, Tracey	31
Wairama, Anna	38
Invalid votes	4

I hereby declare the following duly elected

- Patrick Everard
- David Knight
- Aroha Magele
- Tracey Truman
- Anna Wairama

Staff representative votes:

At the close of nominations, as there was only one valid nomination received, I hereby declare the following duly elected:

Marsha Keesom

Signed
J Gardiner
Returning Officer

MEETING OF OWNERS

Part Waiohiki 1E Blocks Quarry and Depot

11am, Saturday 6 July 2019
At the Depot, 33 Waiohiki Rd, Waiohiki

To consider:

- Future use and development
- Constituting Ahu Whenua Trust and Nominating Trustees

Please let other owners know of this hui

Mana Tomlins, Facilitator
mana@manahua.org.nz



LEARN TO FLY

Flight Training Scholarships worth \$7400
Ends Sunday 30th June 2019

Contact
Hawkes Bay & East Coast Aero Club Hastings

Phone 8798466
www.HBECAC.co.nz



NOTICE OF MEETING

In accordance with Section 46(2) of the Local Government Official Information and Meetings Act 1987, notice is hereby given that a meeting of the EIT Council will be held at 1 pm on Monday, 24 June 2019 in the Council Room, EIT Hawke's Bay.

Hawke's Bay Today

We're on the Web

www.hbtoday.co.nz

Family Notices

Local Classifieds

06 349 0711

classads@whanganuichronicle.co.nz

Is it the year of the super heroes?

SUPER RUGBY
Steve McMorran

At the start of the current Super Rugby season all South Africa-based teams adopted jerseys with super hero designs to be worn in derby matches.

The Johannesburg-based Lions chose a Spider-Man motif, the Pretoria-based Bulls went for Captain America, the Durban-based Sharks selected Black Panther and the Cape Town-based Stormers were Thor.

More than four months later, it seems some of those super powers have rubbed off.

For the first time in the 23-year history of Super Rugby, all five teams from the South Africa conference are in the playoffs or in contention in the last round of the regular season.

Argentina's Jaguares, who play in the Africa conference, have earned a home quarter-final in Buenos Aires for the first time after topping the conference. Along with the Jaguares, the Bulls, Lions and Stormers are all currently inside the top eight playoff zone and the Sharks are only a point outside in ninth place.

This weekend's final round of regular season games likely will see a constant shuffling of positions as some teams tumble out of the top eight and others lift themselves into the playoffs. But South Africa is sure to have at least three teams in the playoffs and possibly four while Australia and New Zealand might only supply two teams each.

It is in the nature of the Super Rugby draw that the regular season ends with derby matches where possible and that means that the four South African teams are drawn against each other. The Stormers will host the Sharks in Cape Town and the Bulls will play the Lions in Pretoria.

Stormers coach Robbie Fleck said he won't be underestimating the Sharks.

"The Sharks have a decent off-loading game and it was a strength of theirs in the (domestic) Currie Cup," Fleck said. "We do have to be careful of that. We are going to have to present a decent defensive line and knock them back in the tackle. If they manage to get in behind us, that is when their offloading becomes very difficult to defend against."

Tonight's games should shape the fate of a couple of the New Zealand teams with the Highlanders playing host to the Waratahs at 7:35pm while the Chiefs travel to Melbourne to take on the Rebels at 9:45pm.

South African teams still have a tough task ahead of them. Because of the success of the Jaguares this season, there will not be a quarter-final in South Africa for the first time since the conference system has been used.

History shows that winning playoff matches overseas is a tough task.

But one of the strengths of the South African teams this season has been their ability to win away from home. Of the 16 matches South African teams have played in Australia and New Zealand this season, they have lost only six.

While that is cause for confidence, there are still areas of concern for the South Africans. There appears to be a substantial gulf between the top four teams – the Crusaders, Hurricanes, Brumbies and Jaguares – and the chasing pack.

The best of the South Africa-based teams, the Bulls, tallied seven points fewer than the Brumbies and 22 points fewer than the first-placed Crusaders. At the same time only two of the South African teams, the Bulls and the Sharks, currently have positive points differentials.



Bulls winger Rosko Speckman sports his team's Captain America-themed playing strip.

Photo / Photospot

Deaths

HALL,
Kevin Thomas (Blue).

Passed away on Tuesday 11 June 2019 at Whanganui Hospital. Loved special brother of Doug and Marg, Pana, the late Don, and Harvey, Margie, Ginge, the late Teuilla, and Tania, Sheryl and Brett, Rex, Donna and Joe, Hayden and Roxi, Deni, Waiora and Aaron and Tara. Special uncle to his many nieces and nephews and the extended list goes on. Special friend and Koko to the Marshall-Davis family.

Blue's tangi will be held on Saturday 15 June 2019 11am at 503 Middle Road Raetihi, followed by burial in the Raetihi Public Cemetery.

Bennets Taihape Funeral Services 06 3880452

TAHAU,

William Hononga.

On 12 June 2019. Peacefully at Palmerston North Hospital. Dearly loved father of Dylan, and Rawiri, koro of Cheyenne and Codie, Jakhiesha, and Lakota, and his many moko. Dearly loved son of the late Hariata Maria and Aramai (Fraser) Tahau and the late Shirley and Wiremu Hononga Tahau, and a loved brother and uncle of many. William will lay overnight at 10 Andrew Avenue, Palmerston North, leaving his home at 10am on Friday 14 June 2019 to head to the Whangaehu Marae, Whangaehu. Service will be held at the Whangaehu Marae on Saturday 15 June 2019 at 11am followed by interment at Ruatangata Urupa, Whangaehu. Moe mai ra e te rangatira haere, haere atu ra.

William Cotton & Sons
Feilding, 06 323-7062
www.feildingfunerals.co.nz

TAYLOR,

Frank, S/N 48895
19th Armed Division.

Passed away peacefully in Taupo on 12th June 2019 in his 102nd year. Cherished husband of the late Grace (deceased 1975) and the late Daisie (deceased 1993).

Much loved father and father-in-law of Phillip and Lois; Margaret and Barrie. Much loved Grandad of Sophie, Marsha, Teresa, Christopher and the late Richard. Loving great Grandad of his 10 great grandchildren. A service to celebrate Frank's life will be held at The Founders Chapel of Remembrance, Rickit Street, Taupo on Tuesday 18th June 2019 at 10.00am followed by burial at Mt View Lawn Cemetery, Marton at 3.00pm following the service. All communications with Frank's family c/- PO Box 940, Taupo.

Taupo Funeral Services Ltd
FDANZ

Public Notices

ORANGA MARAE DEVELOPMENT PLAN HUI (2 of 3) FOR THE MO TE KATOA MARAE IN RAETIHI

11am - Saturday 15th June - Tupoho House 249 Victoria Ave Whanganui

Seeking collective input from people of the hapu of Ngati Uenuku, Patutokotoko and Rangitautahi connection to Ngapakihī 1W3.

Wananga Agenda:

Marae vision and aspirations
Projects and workshops

Enquiries to 027 3399 665

Mōkai Pātea Waitangi Claims Trust (MPWCT)

The Mōkai Pātea Waitangi Claims Trust mandate vote information was publicly notified by Te Arawhiti on 25 May 2019. Included was information about mandate voting hui

- Taihape - Saturday 15 June, 10am-12pm, Old Taihape Hospital Cafeteria, Hospital Road.
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- Sunday 16 June, 1pm-3pm, The Porirua Club, Sports Room, 1 Lodge Place, Porirua
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Mandate voting period - 10 June 2019 to 5:00pm, 8 July 2019.

For further information, visit our website
www.mokaipateaclaims.maori.nz

Utiku K Potaka
Chairman, Mōkai Pātea Waitangi Claims Trust



Employment Vacancies

Quantity Surveyor Required

We are looking for a New Zealand qualified Quantity Surveyor to join our busy housing company with projects throughout the North Island.

Must have several years experience in quantifying housing and apartment projects. Also will be responsible for progress claims, VO's etc.

Must have a versatile skill set and a can do attitude. Also need to be able to work unsupervised.

Send CV to reuters@devonhomes.co.nz or
165a Great North Road, Wanganui

Got something to sell?



Rope in some customers using the classifieds

PHONE 06 349 0711

Westmere School Board of Trustees Election 2019 Declaration of Parent and Staff Election Results

Parent Representatives Votes:

Aaron Bunker	46	Andrew Cameron	42
Damian Corcoran	53	Stephen Holloway	24

Invalid Votes

3

I hereby declare the following duly elected

Aaron Bunker Andrew Cameron
Damian Corcoran

Staff Representative:

At the close of nominations, as there was only one valid nomination received I hereby declare Martin Pennefather duly elected.

Board takes office 3 July 2019.

Christine Sherman
Returning Officer

Lost and Found

FOUND: Dog, heading cross black and white. Francis Road 11/6. Contact Animal Management Ph: 349 0001

To Let

OASIS caravan rental, take to your place. Long term rentals for spare bedrooms, warm and dry T&Cs apply Ph 345-6556

Adult Entertainment

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Amilly, sexy, pretty 26 yo. Full body oil massage, good full service. Ph: 021 0869 3557

Chimney Services

FOUND: Large black and white goat Kings Ave 12/6. Contact Animal Management Ph: 349 0001
CHIMNEY SWEEP
Chim Charee \$75
Booking Available
027-555-3074 or 06 343-1454

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Founders Lounge Chapel
Taupō Crematorium

T 07 378 9636

117 Rickit Street, Taupō
taupo.funeral@xtra.co.nz
www.taupofuneral.co.nz

Taupō Funeral Services Ltd



Serving the families of Lake Taupō
and districts since 1979

Public Notices



**Saturday EMERGENCY
Medical Cover**

**Saturday 22nd June
9am - 11am
28 Te Rangitautahanga Rd
Turangi**

Please Phone **384 7576**
Option 1 before presenting
at the clinic

For medical assistance outside these
hours phone your usual practice

**Pihanga Health
384 7576
In an EMERGENCY
Dial 111**



Te Tari Taiwhenua
Internal Affairs

**Harbourmaster
Abandoned Vessel**

The Taupō Harbourmaster declares the vessel
named 'Privateer' that is berthed at the Tokaanu
Marina, Tokaanu, Abandoned. As an Abandoned
Vessel it will be disposed of under Section 33L
of the Maritime Transport Act 2013.

To prevent disposal the owner needs to contact
the Taupō Harbourmaster on (07) 3787176 by
Friday 13th July 2019.

New Zealand Government

Acknowledgements

NEEDHAM, Brian Leslie.

On Wednesday 22 May, we bid farewell
to Brian according to his wishes: family,
friends, Turangi RSA, past colleagues
and rugby mates, past and present staff
from King Country Energy (KCE),
Taumarunui, Chaplain Russell
Woodhouse, Napa Otini. Many
acknowledged Brian with cards,
flowers, phone calls, Emails texts and
baking. Special thanks to KCE for the
generous donation made to Animal
Care, Turangi, to further recognise the
contribution Brian made to our
community whilst a
Director of KCE for 12 years.
Ka nui taku mihi kia koutou, kia tatou.
My heartfelt thanks to you all and to all
of us.

Arohanui, Brenda

Deaths

WHEELER,
Betty.
At home on 15th June.
A service was held on
the 17th of June.



Leaving a gift to
BCFNZ in your Will
can make a real
difference.

For more information
0800 902 732

HUGE BOOK FAIR

Te Puke
Memorial Hall

Friday 21 June
8am to 6pm

Sat 22 June
9am to 5pm

Sun 23 June
9am to 3pm

Special Table with
very old books,
some collectables.

Recycled bags
welcomed
Efipos available



Another Kiwicoast
Lions Project

**YOUR LOCAL
CLASSIFIEDS
DIRECT LINE**

07 378 2300 or email
classifieds@taupoweekender.co.nz

Public Notices



MANGAKINO/POUAKANI COMMUNITY GRANTS

The Mangakino/Pouakani Community Grant
is for organisations and individuals making a
difference in their community. Projects and
activities may vary between one off events to
capital projects.

Applicants must demonstrate the benefit of
the proposed project to the community. The
Mangakino/Pouakani Representative Group
have \$25,000.00 to distribute for the year.

There will be a further funding round for the
Mangakino/Pouakani grants open in January
2020.

Criteria and guidelines are available along
with new online application forms at
taupo.govt.nz/communitygrants

Applications close Friday, June 21, 2019.

Late applications will not be considered.

For further details contact Rose Prisk
funding@taupo.govt.nz or 07 376 0640.

Gareth Green - CHIEF EXECUTIVE OFFICER



taupo.govt.nz



BOARD OF TRUSTEES ELECTION DECLARATION OF PARENT AND STAFF ELECTION RESULTS

Parent representatives votes:	
Name	Votes
Bell, James	23
Bell, Lisa	21
Colling, Stephen	2
Dodunski, Ginny	29
Hapeta, Katina	37
McOnie, Charity	36
Robertson, Blair	41
Wells, Sascha	34
Westbrooke, Sarah-Jane	7
Invalid Votes	1

I hereby declare the following duly elected:

Name
Robertson, Blair
Hapeta, Katina
McOnie, Charity
Wells, Sascha
Dodunski, Ginny

Staff representative:

At the close of nominations, as there was only one
valid nomination received.

Name
Hunt, Bronwyn

I hereby declare Hunt, Bronwyn duly elected.

Pieter Braun
Signed
Returning Officer



Tongariro School Parent and Staff Election Results 2019 Declaration of Parent and Staff Election Results

Parent representative's votes:	
Name	Votes
Janice Beauchamp	40
Waitapu Beech	27
Credence (Jim) Ellis	30
Te Raumawhitu Flight	28
Joanne Matene	08
Kiley Millar	38
Ramona Salvador	13
Sheree Winter	26
Invalid Votes	01

I hereby declare the following duly elected:

Janice Beauchamp
Waitapu Beech
Credence (Jim) Ellis
Te Raumawhitu Flight
Kiley Millar

Staff Representative

At the close of nominations, as there was
only one valid nomination received I hereby
declare **Hayley Holt** duly elected.

Signed
Kerry Gallagher - Returning Officer

Mōkai Pātea Waitangi CLAIMS TRUST (MPWCT)

The Mōkai Pātea Waitangi Claims Trust man-
date vote information was publicly notified
by Te Arawhiti on 25 May 2019. Included was
information about mandate voting hui.

- Taihape - Saturday 15 June, 10am-12pm,
Old Taihape Hospital Cafeteria, Hospital
Road.
- Whanganui - Saturday 15 June 5pm-7pm,
Kingsgate Hotel, 397 Victoria Avenue.
- Sunday 16 June, 1pm-3pm, The Porirua
Club, Sports Room, 1 Lodge Place,
Porirua.
- Friday 21 June, 5:30pm-7:30pm, Tokaanu
Hotel Conference Room, 525 State High-
way 4, Turangi.
- Saturday 22 June, 11am-1pm, Taradale
Town Hall, Lee Road, Taradale.
- Sunday 23 June, 11am-1pm, Holiday Inn
Auckland Airport, 2 Ascot Road, Airport
Oaks, Auckland.

The MPWCT seek a Crown-recognised man-
date to represent Mōkai Pātea Nui Tonu in the
negotiation and settlement of their historical
Treaty of Waitangi claims.

Mandate voting period - 10 June 2019 to
5:00pm, 8 July 2019.

For further information, visit our website
www.mokaipateaclaims.maori.nz

Utiku K Potaka
Chairman, Mōkai Pātea Waitangi Claims Trust



Family Notices

Local Classifieds

☎ 06 349 0711
✉ classads@whanganuichronicle.co.nz

Deaths

HALL, Kevin Thomas (Blue).
Passed away on Tuesday 11 June 2019 at Whanganui Hospital. Loved special brother of Doug and Marg, Pana, the late Don, and Harvey, Margie, Ginge, the late Teuilla, and Tania, Sheryl and Brett, Rex, Donna and Joe, Hayden and Roxi, Deni, Waiora and Aaron and Tara. Special uncle to his many nieces and nephews and the extended list goes on. Special friend and Koko to the Marshall-Davis family. Blue's tangi will be held on Saturday 15 June 2019 11am at 503 Middle Road Raetihi, followed by burial in the Raetihi Public Cemetery.
Bennetts Taihape Funeral Services 06 3880452

TAYLOR, Frank, S/N 48895 19th Armored Division.
Passed away peacefully in Taupo on 12th June 2019 in his 102nd year. Cherished husband of the late Grace (deceased 1975) and the late Daisie (deceased 1993). Much loved father and father-in-law of Phillip and Lois; Margaret and Barrie. Much loved Grandad of Sophie, Marsha, Teresa, Christopher and the late Richard. Loving great Grandad of his 10 great grand children. A service to celebrate Frank's life will be held at The Founders Chapel of Remembrance, Rickit Street, Taupo on Tuesday 18th June 2019 at 10.00am followed by burial at Mt View Lawn Cemetery, Marton at 3.00pm following the service. All communications with Frank's family c/- PO Box 940, Taupo.
Taupo Funeral Services Ltd FDANZ

TAHAU, William Hononga.
On 12 June 2019. Peacefully at Palmerston North Hospital. Dearly loved father of Dylan, and Rawiri, koro of Cheyenne and Codie, Jakhiesha, and Lakota, and his many moko. Dearly loved son of the late Hartata Maria and Aramai (Fraser) Tahu and the late Shirley and Wiremu Hononga Tahu, and a loved brother and uncle of many. William will lay overnight at 10 Andrew Avenue, Palmerston North, leaving his home at 10am on Friday 14 June 2019 to head to the Whangaehu Marae, Whangaehu. Service will be held at the Whangaehu Marae on Saturday 15 June 2019 at 11am followed by interment at Ruatangata Urupa, Whangaehu. Moe mai ra e te rangatira haero, haero atu ra.
William Cotton & Sons Feilding, 06 325-7062 www.feildingfunerals.co.nz

A SPECIAL way to announce your arrival
It's a boy!

Classified Phone 349-0711

Westmere School Board of Trustees Election 2019 Declaration of Parent and Staff Election Results

Parent Representatives Votes:			
Aaron Bunker	46	Andrew Cameron	42
Damian Corcoran	53	Stephen Holloway	24
Invalid Votes 3			

I hereby declare the following duly elected
Aaron Bunker Andrew Cameron
Damian Corcoran

Staff Representative:
At the close of nominations, as there was only one valid nomination received I hereby declare Martin Pennefather duly elected.
Board takes office 3 July 2019.
Christine Sherman
Returning Officer

Lost and Found
FOUND: Dog, heading cross black and white. Francis Road 11/6. Contact Animal Management Ph: 349 0001

Public Notices

ORANGA MARAE DEVELOPMENT PLAN HUI (2 of 3) FOR THE MO TE KATOA MARAE IN RAETIHI
11am - Saturday 15th June - Tupoho House 249 Victoria Ave Whanganui
Seeking collective input from people of the hapu of Ngati Uenuku, Patutokotoko and Rangitautahi connection to Ngapakahi 1W3.
Wananga Agenda:
Marae vision and aspirations
Projects and workshops
Enquiries to 027 3399 665


Red Boat Kung Fu proudly welcomes Sifu Rick Spain back to Wanganui and offers the following opportunity for all interested parties with demonstrations and Seminars with the undefeated world champion
Dragon pole seminar, Saturday 15th June 10am back to our roots seminar, Sunday 16th June 10am
An essential seminar for Wing Chun practitioners.
\$60 for single seminar or \$100 for both Saturday and Sunday
Grading with Sifu Rick Spain Tuesday the 18th 5pm start
All our local students are grading, little dragons (kids) as well adults from white belts right up to the first ever black belt grading, in NZ as well as the first ever female grading up to a brown belt, this is also available to the public to watch.
All enquires/ bookings Contact Dyane on 0275108215, or visit our page https://www.facebook.com/RedBoatKungFuWanganui. Or email rbfk.wanganui@gmail.com

Mōkai Pātea Waitangi Claims Trust (MPWCT)
The Mōkai Pātea Waitangi Claims Trust mandate vote information was publicly notified by Te Arawhiti on 25 May 2019. Included was information about mandate voting hui
• Taihape - Saturday 15 June, 10am-12pm, Old Taihape Hospital Cafeteria, Hospital Road.
• Whanganui - Saturday 15 June 5pm-7pm, Kingsgate Hotel, 397 Victoria Avenue.
• Sunday 16 June, 1pm-3pm, The Porirua Club, Sports Room, 1 Lodge Place, Porirua
• Friday 21 June, 5:30pm-7:30pm, Tokaanu Hotel Conference Room, 525 State Highway 4, Turangi
• Saturday 22 June, 11am-1pm, Taradale Town Hall, Lee Road, Taradale
• Sunday 23 June, 11am-1pm, Holiday Inn Auckland Airport, 2 Ascot Road, Airport Oaks, Auckland
The MPWCT seek a Crown-recognised mandate to represent Mōkai Pātea Nui Tonu in the negotiation and settlement of their historical Treaty of Waitangi claims.
Mandate voting period - 10 June 2019 to 5:00pm, 8 July 2019.
For further information, visit our website www.mokaipateaclaims.maori.nz
Utiku K Potaka
Chairman, Mōkai Pātea Waitangi Claims Trust

Employment Vacancies
Quantity Surveyor Required
We are looking for a New Zealand qualified Quantity Surveyor to join our busy housing company with projects throughout the North Island.
Must have several years experience in quantifying housing and apartment projects. Also will be responsible for progress claims, VO's etc.
Must have a versatile skill set and a can do attitude. Also need to be able to work unsupervised.
Send CV to reuters@devonhomes.co.nz or 165a Great North Road, Wanganui

Got something to sell?

Rope in some customers using the classifieds
PHONE 06 349 0711

To Let
OASIS caravan rental, take to your place. Long term rentals for spare bedrooms, warm and dry T&Cs apply Ph 345-6956

Chimney Services
CHIMNEY SWEEP
Chim Charee \$75
Booking Available
027-555-3074 or 06 343-1454

Adult Entertainment
NEW JAPANESE
Amilly, sexy, pretty 26 yo. Full body oil massage, good full service. Ph: 021 0869 3557

Is it the year of the super heroes?

SUPER RUGBY
Steve McMorran

At the start of the current Super Rugby season all South Africa-based teams adopted jerseys with super hero designs to be worn in derby matches.
The Johannesburg-based Lions chose a Spider-Man motif, the Pretoria-based Bulls went for Captain America, the Durban-based Sharks selected Black Panther and the Cape Town-based Stormers were Thor.
More than four months later, it seems some of those super powers have rubbed off.
For the first time in the 23-year history of Super Rugby, all five teams from the South Africa conference are in the playoffs or in contention in the last round of the regular season.
Argentina's Jaguares, who play in the Africa conference, have earned a home quarter-final in Buenos Aires for the first time after topping the conference. Along with the Jaguares, the Bulls, Lions and Stormers are all currently inside the top eight playoff zone and the Sharks are only a point outside in ninth place.
This weekend's final round of regular season games likely will see a constant shuffling of positions as some teams tumble out of the top eight and others lift themselves into the playoffs. But South Africa is sure to have at least three teams in the playoffs and possibly four while Australia and New Zealand might only supply two teams each.



Bulls winger Rosko Specman sports his team's Captain America-themed playing strip.
Photo / Photosport

It is in the nature of the Super Rugby draw that the regular season ends with derby matches where possible and that means the four South African teams are drawn against each other. The Stormers will host the Sharks in Cape Town and the Bulls will play the Lions in Pretoria.
Stormers coach Robbie Fleck said he won't be underestimating the Sharks.
"The Sharks have a decent off-loading game and it was a strength of theirs in the (domestic) Currie Cup," Fleck said. "We do have to be careful of that. We are going to have to present a decent defensive line and knock them back in the tackle. If they manage to get in behind us, that is when their offloading becomes very difficult to defend against."
Tonight's games should shape the fate of a couple of the New Zealand teams with the Highlanders playing host to the Waratahs at 7.35pm while the Chiefs travel to Melbourne to take on the Rebels at 9.45pm.
South African teams still have a tough task ahead of them. Because of the success of the Jaguares this season, there will not be a quarter-final in South Africa for the first time since the conference system has been used.
History shows that winning playoff matches overseas is a tough task.
But one of the strengths of the South African teams this season has been their ability to win away from home. Of the 16 matches South African teams have played in Australia and New Zealand this season, they have lost only six.
While that is cause for confidence, there are still areas of concern for the South Africans. There appears to be a substantial gulf between the top four teams – the Crusaders, Hurricanes, Brumbies and Jaguares – and the chasing pack.
The best of the South Africa-based teams, the Bulls, tallied seven points fewer than the Brumbies and 22 points fewer than the first-placed Crusaders. At the same time only two of the South African teams, the Bulls and the Sharks, currently have positive points differentials. – AP

SAY IT WITH COLOUR
Wide range to choose from

The Wanganui Chronicle Classifieds
Phone 349-0711 Today

Local Classifieds

06 873 0808

classified@hbtoday.co.nz

Public Notices

HARBOURMASTER NOTICE

ROCKET LAUNCH FROM MAHIA PENINSULA, HAWKES BAY, NEW ZEALAND

Rocket Lab will be launching a rocket into space from Mahia, Hawkes Bay. The rocket will fly East South East (116°) from the tip of Mahia Peninsula (39°15' S, 177°52' E). The area beneath the rocket's flight path near the launch point must be clear at the time of launch. The launch time cannot be exactly predicted ahead of time. The launch may be:

- Any day from Thursday 27th June to Wednesday 10th July, 2019
- Any time from 1630 to 1830 NZST (0430 to 0630 UTC)

A Launch Hazard Area will be in effect from:

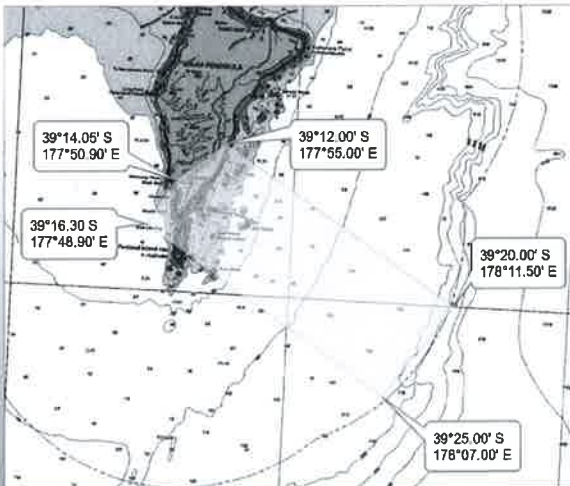
- 1430hrs to 1900hrs NZST (0230 to 0700 UTC) on launch attempt days

Rocket Lab information broadcasts up-to-date launch information on Marine VHF Channel 79. Vessels planning to cross the area below are requested to contact Rocket Lab Range Control on Marine VHF Channel 07 or Channel 16 at the earliest opportunity. Range Control may request a slight speed or course change to assist in clearing the area before the actual launch time.

The area extends approximately 15 nautical miles East of Mahia Peninsula. The boundary points are:

- A) 39°14.05' S 177°50.90' E (Blacks Point)
- B) 39°12.00' S 177°55.00' E
- C) 39°25.00' S 178°11.50' E
- D) 39°19.00' S 178°07.00' E
- E) 39°16.30' S 177°48.90' E

Rocket Lab Launch Info:



See Notice to Mariners Ed. 12 and the Rocket Lab website (www.rocketlab.co.nz) for details.



hbrc.govt.nz

Public Notices



Board of Trustees' Election Declaration of Parent and Staff Election Results

Douglas, Benita 102
Goodlass, Toni 78
Jackson, Malcolm 120
Titter, Rachael 63
Invalid 2

I hereby declare the following duly elected:

Benita Douglas,
Toni Goodlass,
Malcolm Jackson

Staff Election Result

As there was only one nomination received I hereby declare Lorna Morice duly elected.

ER Jones
Returning Officer

Heretaunga Intermediate

Board of Trustees Election 2019
For 5 Parent Representatives

DECLARATION OF PARENT REPRESENTATIVE ELECTION RESULTS

Parent Representatives	Votes
REEVE, Paul	90
THOMPSON, Louise	90
HARRIS, Aroha	66
BURN, Rebecca	54
SETFORD, Leah	53
OLSEN, Lee	43
FOSTER, Shane	26
INVALID VOTES	0

I therefore declare the following duly elected:
Rebecca Burn, Aroha Harris, Paul Reeve, Leah Setford and Louise Thompson.

Wayne Jamieson
Returning Officer
Heretaunga Intermediate



MEEANEE SCHOOL

Board of Trustees Casual Vacancy for an Elected Trustee.

Four of five parent representative positions were filled at the Triennial elections.

The Board has resolved under section 105 of the Education Act 1989 to fill the one vacancy by selection.

If ten percent or more of eligible voters on the school roll as the board, within 28 days of this notice being published, to hold a by-election to fill the vacancy, then a by-election will be held.

Any eligible voter who wishes to ask the board to hold a by-election should write to:

Chairperson
Board of Trustees
Meeanee School
6 Gavin Black Street, Meeanee 4110
by: 16 July 2019



Mōkai Pātea Waitangi CLAIMS TRUST (MPWCT)

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The MPWCT seek a Crown-recognised mandate to represent Mōkai Pātea Nui Tonu in the negotiation and settlement of their historical Treaty of Waitangi claims.

Mandate voting period - 10 June 2019 to 5:00pm, 8 July 2019.

For further information, visit our website
www.mokaipateaclaims.maori.nz

Utiku K Potaka
Chairman, Mōkai Pātea Waitangi Claims Trust

Onekawa School Board of Trustees' Election 2019 Declaration of Parent and Staff Election Results



ONEKAWA SCHOOL Onekawa School

Parent representative votes

Everard, Patrick	52
Jensen, Amanda	5
Knight, David	48
Magele, Aroha	41
Truman, Tracey	31
Wairama, Anna	38
Invalid votes	4

I hereby declare the following duly elected

- Patrick Everard
- David Knight
- Aroha Magele
- Tracey Truman
- Anna Wairama

Staff representative votes:

At the close of nominations, as there was only one valid nomination received, I hereby declare the following duly elected:

Marsha Keesom

Signed
J Gardiner
Returning Officer

MEETING OF OWNERS

Part Waiohiki 1E Blocks Quarry and Depot

11am, Saturday 6 July 2019
At the Depot, 33 Waiohiki Rd, Waiohiki

To consider:

- Future use and development
- Constituting Ahu Whenua Trust and Nominating Trustees

Please let other owners know of this hui

Mana Tomlins, Facilitator
mana@manahua.org.nz



LEARN TO FLY

Flight Training Scholarships worth \$7400
Ends Sunday 30th June 2019

Contact
Hawkes Bay & East Coast Aero Club Hastings

Phone 8798466
www.HBECAC.co.nz



NOTICE OF MEETING

In accordance with Section 46(2) of the Local Government Official Information and Meetings Act 1987, notice is hereby given that a meeting of the EIT Council will be held at 1 pm on Monday, 24 June 2019 in the Council Room, EIT Hawke's Bay.

Hawke's Bay Today

We're on the Web

www.hbtoday.co.nz

Family Notices

Local Classifieds

06 349 0711

classads@whanganuichronicle.co.nz

Is it the year of the super heroes?

SUPER RUGBY
Steve McMorran

At the start of the current Super Rugby season all South Africa-based teams adopted jerseys with super hero designs to be worn in derby matches.

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Bulls winger Rosko Speckman sports his team's Captain America-themed playing strip.

Photo / Photospot

Deaths

HALL,
Kevin Thomas (Blue).

Passed away on Tuesday 11 June 2019 at Whanganui Hospital. Loved special brother of Doug and Marg, Pana, the late Don, and Harvey, Margie, Ginge, the late Teuilla, and Tania, Sheryl and Brett, Rex, Donna and Joe, Hayden and Roxi, Deni, Waiora and Aaron and Tara. Special uncle to his many nieces and nephews and the extended list goes on. Special friend and Koko to the Marshall-Davis family.

Blue's tangi will be held on Saturday 15 June 2019 11am at 503 Middle Road Raetihi, followed by burial in the Raetihi Public Cemetery.

Bennets Taihape Funeral Services 06 3880452

TAHAU,

William Hononga.

On 12 June 2019. Peacefully at Palmerston North Hospital. Dearly loved father of Dylan, and Rawiri, koro of Cheyenne and Codie, Jakhiesha, and Lakota, and his many moko. Dearly loved son of the late Hariata Maria and Aramai (Fraser) Tahau and the late Shirley and Wiremu Hononga Tahau, and a loved brother and uncle of many. William will lay overnight at 10 Andrew Avenue, Palmerston North, leaving his home at 10am on Friday 14 June 2019 to head to the Whangaehu Marae, Whangaehu. Service will be held at the Whangaehu Marae on Saturday 15 June 2019 at 11am followed by interment at Ruatangata Urupa, Whangaehu. Moe mai ra e te rangatira haere, haere atu ra.

William Cotton & Sons
Feilding, 06 323-7062
www.feildingfunerals.co.nz

TAYLOR,

Frank, S/N 48895
19th Armed Division.

Passed away peacefully in Taupo on 12th June 2019 in his 102nd year. Cherished husband of the late Grace (deceased 1975) and the late Daisie (deceased 1993).

Much loved father and father-in-law of Phillip and Lois; Margaret and Barrie. Much loved Grandad of Sophie, Marsha, Teresa, Christopher and the late Richard. Loving great Grandad of his 10 great grandchildren. A service to celebrate Frank's life will be held at The Founders Chapel of Remembrance, Rickit Street, Taupo on Tuesday 18th June 2019 at 10.00am followed by burial at Mt View Lawn Cemetery, Marton at 3.00pm following the service. All communications with Frank's family c/- PO Box 940, Taupo.

Taupo Funeral Services Ltd
FDANZ

Public Notices

ORANGA MARAE DEVELOPMENT PLAN HUI (2 of 3) FOR THE MO TE KATOA MARAE IN RAETIHI

11am - Saturday 15th June - Tupoho House 249 Victoria Ave Whanganui

Seeking collective input from people of the hapu of Ngati Uenuku, Patutokotoko and Rangitautahi connection to Ngapakihī 1W3.

Wananga Agenda:

Marae vision and aspirations
Projects and workshops

Enquiries to 027 3399 665



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Back to our roots seminar, Sunday 16th June 10am

An essential seminar for Wing Chun practitioners.

\$60 for single seminar or \$100 for both Saturday and Sunday

Grading with Sifu Rick Spain
Tuesday the 18th 5pm start

All our local students are grading, little dragons (kids) as well adults from white bells right up to the first ever black belt grading, in NZ as well as the first ever female grading up to a brown belt, this is also available to the public to watch.

All enquires/bookings

Contact Dyane on 0225108215, or visit our page
<https://www.facebook.com/Redboatkungfujl/Wanganui>
Or email rbfk.wanganui@gmail.com

A SPECIAL way to announce your arrival!

It's a boy!



Classified
Phone 349-0711

Westmere School

Board of Trustees Election 2019

Declaration of Parent and Staff Election Results

Parent Representatives Votes:

Aaron Bunker	46	Andrew Cameron	42
Damian Corcoran	53	Stephen Holloway	24

Invalid Votes

3

I hereby declare the following duly elected

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Damian Corcoran	

Staff Representative:

At the close of nominations, as there was only one valid nomination received I hereby declare Martin Pennefather duly elected.

Board takes office 3 July 2019.

Christine Sherman
Returning Officer

Lost and Found

FOUND: Dog, heading cross black and white. Francis Road 11/6. Contact Animal Management Ph: 349 0001

To Let

OASIS caravan rental, take to your place. Long term rentals for spare bedrooms, warm and dry T&Cs apply Ph 345-6556

Adult Entertainment

Chimney Services

FOUND: Large black and white goat Kings Ave 12/6. Contact Animal Management Ph: 349 0001

CHIMNEY SWEEP
Chim Charee \$75
Booking Available
027-555-3074 or 06 343-1454

NEW JAPANESE

Amilly, sexy, pretty 26 yo. Full body oil massage, good full service. Ph: 021 0869 3557

Employment Vacancies

Quantity Surveyor Required

We are looking for a New Zealand qualified Quantity Surveyor to join our busy housing company with projects throughout the North Island.

Must have several years experience in quantifying housing and apartment projects. Also will be responsible for progress claims, VO's etc.

Must have a versatile skill set and a can do attitude. Also need to be able to work unsupervised.

Send CV to reuters@devonhomes.co.nz
or
165a Great North Road, Wanganui

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classifieds@taupoweekender.co.nz

Funeral Directors



Founders Chapel of Remembrance
Founders Lounge Chapel
Taupō Crematorium

T 07 378 9636
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taupo.funeral@xtra.co.nz
www.taupofuneral.co.nz

Taupō Funeral Services Ltd

Serving the families of Lake Taupō and districts since 1979

Public Notices



Saturday EMERGENCY Medical Cover

Saturday 22nd June
9am - 11am
28 Te Rangitautahanga Rd
Turangi

Please Phone **384 7576**
Option 1 before presenting at the clinic

For medical assistance outside these hours phone your usual practice

Pihanga Health
384 7576
In an EMERGENCY Dial 111



Harbourmaster Abandoned Vessel

The Taupō Harbourmaster declares the vessel named 'Privateer' that is berthed at the Tokaanu Marina, Tokaanu, Abandoned. As an Abandoned Vessel it will be disposed of under Section 33L of the Maritime Transport Act 2013.

To prevent disposal the owner needs to contact the Taupō Harbourmaster on (07) 3787176 by Friday 13th July 2019.

Acknowledgements

NEEDHAM, Brian Leslie.

On Wednesday 22 May, we bid farewell to Brian according to his wishes: family, friends, Turangi RSA, past colleagues and rugby mates, past and present staff from King Country Energy (KCE), Taumarunui, Chaplain Russell Woodhouse, Napa Otini. Many acknowledged Brian with cards, flowers, phone calls, Emails texts and baking. Special thanks to KCE for the generous donation made to Animal Care, Turangi, to further recognise the contribution Brian made to our community whilst a Director of KCE for 12 years. Ka nui taku mihi kia koutou, kia tatou. My heartfelt thanks to you all and to all of us.

Arohanui, Brenda

Deaths

WHEELER, Betty.
At home on 15th June. A service was held on the 17th of June.



Leaving a gift to BCFNZ in your Will can make a real difference.

For more information 0800 902 732

HUGE BOOK FAIR

Te Puke Memorial Hall
Friday 21 June 8am to 6pm
Sat 22 June 9am to 5pm
Sun 23 June 9am to 3pm

Special Table with very old books, some collectables.
Recycled bags welcomed
Efipos available



Another Kiwicost Lions Project

YOUR LOCAL CLASSIFIEDS DIRECT LINE

07 378 2300 or email classifieds@taupoweekender.co.nz

Public Notices



MANGAKINO/POUAKANI COMMUNITY GRANTS

The Mangakino/Pouakani Community Grant is for organisations and individuals making a difference in their community. Projects and activities may vary between one off events to capital projects.

Applicants must demonstrate the benefit of the proposed project to the community. The Mangakino/Pouakani Representative Group have \$25,000.00 to distribute for the year.

There will be a further funding round for the Mangakino/Pouakani grants open in January 2020.

Criteria and guidelines are available along with new online application forms at taupo.govt.nz/communitygrants


Applications close Friday, June 21, 2019.
Late applications will not be considered.

For further details contact Rose Prisk funding@taupo.govt.nz or 07 376 0640.

Gareth Green - CHIEF EXECUTIVE OFFICER



taupo.govt.nz



BOARD OF TRUSTEES ELECTION DECLARATION OF PARENT AND STAFF ELECTION RESULTS

Parent representatives votes:

Name	Votes
Bell, James	23
Bell, Lisa	21
Colling, Stephen	2
Dodunski, Ginny	29
Hapeta, Katina	37
McOnie, Charity	36
Robertson, Blair	41
Wells, Sascha	34
Westbrooke, Sarah-Jane	7
Invalid Votes	1


I hereby declare the following duly elected:

Name
Robertson, Blair
Hapeta, Katina
McOnie, Charity
Wells, Sascha
Dodunski, Ginny

Staff representative:
At the close of nominations, as there was only one valid nomination received.
Name
Hunt, Bronwyn

I hereby declare Hunt, Bronwyn duly elected.

Pieter Braun
Signed
Returning Officer



Tongariro School Parent and Staff Election Results 2019 Declaration of Parent and Staff Election Results

Parent representative's votes:

Name	Votes
Janice Beauchamp	40
Waitapu Beech	27
Credence (Jim) Ellis	30
Te Raumawhitu Flight	28
Joanne Matene	08
Kiley Millar	38
Ramona Salvador	13
Sheree Winter	26
Invalid Votes	01

I hereby declare the following duly elected:

Janice Beauchamp
Waitapu Beech
Credence (Jim) Ellis
Te Raumawhitu Flight
Kiley Millar

Staff Representative
At the close of nominations, as there was only one valid nomination received I hereby declare **Hayley Holt** duly elected.

Signed
Kerry Gallagher - Returning Officer

HOW ARE YOU GETTING HOME TONIGHT?

If you're out and having a few drinks, make sure you've got a sober driver to get you home safely.

Mōkai Pātea Waitangi CLAIMS TRUST (MPWCT)

The Mōkai Pātea Waitangi Claims Trust mandate vote information was publicly notified by Te Arawhiti on 25 May 2019. Included was information about mandate voting hui.

- Taihape - Saturday 15 June, 10am-12pm, Old Taihape Hospital Cafeteria, Hospital Road.
- Whanganui - Saturday 15 June 5pm-7pm, Kingsgate Hotel, 397 Victoria Avenue.
- Sunday 16 June, 1pm-3pm, The Porirua Club, Sports Room, 1 Lodge Place, Porirua.
- Friday 21 June, 5:30pm-7:30pm, Tokaanu Hotel Conference Room, 525 State Highway 4, Turangi.
- Saturday 22 June, 11am-1pm, Taradale Town Hall, Lee Road, Taradale.
- Sunday 23 June, 11am-1pm, Holiday Inn Auckland Airport, 2 Ascot Road, Airport Oaks, Auckland.

The MPWCT seek a Crown-recognised mandate to represent Mōkai Pātea Nui Tonu in the negotiation and settlement of their historical Treaty of Waitangi claims.

Mandate voting period - 10 June 2019 to 5:00pm, 8 July 2019.

For further information, visit our website www.mokaipateaclaims.maori.nz

Utiku K Potaka
Chairman, Mōkai Pātea Waitangi Claims Trust




Family Notices

Local Classifieds

☎ 06 349 0711
✉ classads@whanganuichronicle.co.nz

Deaths

HALL, Kevin Thomas (Blue).
Passed away on Tuesday 11 June 2019 at Whanganui Hospital. Loved special brother of Doug and Marg, Pana, the late Don, and Harvey, Margie, Ginge, the late Teuilla, and Tania, Sheryl and Brett, Rex, Donna and Joe, Hayden and Roxi, Deni, Waiora and Aaron and Tara. Special uncle to his many nieces and nephews and the extended list goes on. Special friend and Koko to the Marshall-Davis family. Blue's tangi will be held on Saturday 15 June 2019 11am at 503 Middle Road Raetihi, followed by burial in the Raetihi Public Cemetery.
Bennetts Taihape Funeral Services 06 3880452

TAYLOR, Frank, S/N 48895 19th Armored Division.
Passed away peacefully in Taupo on 12th June 2019 in his 102nd year. Cherished husband of the late Grace (deceased 1975) and the late Daisie (deceased 1993). Much loved father and father-in-law of Phillip and Lois; Margaret and Barrie. Much loved Grandad of Sophie, Marsha, Teresa, Christopher and the late Richard. Loving great Grandad of his 10 great grand children. A service to celebrate Frank's life will be held at The Founders Chapel of Remembrance, Rickit Street, Taupo on Tuesday 18th June 2019 at 10.00am followed by burial at Mt View Lawn Cemetery, Marton at 3.00pm following the service. All communications with Frank's family c/- PO Box 940, Taupo.
Taupo Funeral Services Ltd FDANZ

TAHAU, William Hononga.
On 12 June 2019. Peacefully at Palmerston North Hospital. Dearly loved father of Dylan, and Rawiri, koro of Cheyenne and Codie, Jakhiesha, and Lakota, and his many moko. Dearly loved son of the late Hartata Maria and Aramai (Fraser) Tahu and the late Shirley and Wiremu Hononga Tahu, and a loved brother and uncle of many. William will lay overnight at 10 Andrew Avenue, Palmerston North, leaving his home at 10am on Friday 14 June 2019 to head to the Whangaehu Marae, Whangaehu. Service will be held at the Whangaehu Marae on Saturday 15 June 2019 at 11am followed by interment at Ruatangata Urupa, Whangaehu. Moe mai ra e te rangatira haero, haero atu ra.
William Colton & Sons Feilding, 06 325-7062 www.feildingfunerals.co.nz

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It's a boy!

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Westmere School Board of Trustees Election 2019 Declaration of Parent and Staff Election Results

Parent Representatives Votes:			
Aaron Bunker	46	Andrew Cameron	42
Damian Corcoran	53	Stephen Holloway	24
Invalid Votes 3			

I hereby declare the following duly elected
Aaron Bunker Andrew Cameron
Damian Corcoran

Staff Representative:
At the close of nominations, as there was only one valid nomination received I hereby declare Martin Pennefather duly elected.
Board takes office 3 July 2019.
Christine Sherman
Returning Officer

Lost and Found
FOUND: Dog, heading cross black and white. Francis Road 11/6. Contact Animal Management Ph: 349 0001

Public Notices

ORANGA MARAE DEVELOPMENT PLAN HUI (2 of 3) FOR THE MO TE KATOA MARAE IN RAETIHI

11am - Saturday 15th June - Tupoho House 249 Victoria Ave Whanganui

Seeking collective input from people of the hapu of Ngati Uenuku, Patutokotoko and Rangitautahi connection to Ngapakahi 1W3.

Wananga Agenda:
Marae vision and aspirations
Projects and workshops

Enquiries to 027 3399 665



Red Boat Kung Fu proudly welcomes Sifu Rick Spain back to Wanganui and offers the following opportunity for all interested parties with demonstrations and Seminars with the undefeated world champion

Dragon pole seminar, Saturday 15th June 10am to our roots seminar, Sunday 16th June 10am

An essential seminar for Wing Chun practitioners.

\$60 for single seminar or \$100 for both Saturday and Sunday

Grading with Sifu Rick Spain Tuesday the 18th 5pm start

All our local students are grading, little dragons (kids) as well adults from white belts right up to the first ever black belt grading, in NZ as well as the first ever female grading up to a brown belt, this is also available to the public to watch.

All enquires/ bookings
Contact Dyane on 0225108215, or visit our page
https://www.facebook.com/RedBoatKungFuWanganui
Or email rbfk.wanganui@gmail.com

Mōkai Pātea Waitangi Claims Trust (MPWCT)

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For further information, visit our website
www.mokaipateaclaims.maori.nz

Utiku K Potaka
Chairman, Mōkai Pātea Waitangi Claims Trust



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Must have a versatile skill set and a can do attitude. Also need to be able to work unsupervised.

Send CV to reuters@devonhomes.co.nz or 165a Great North Road, Wanganui

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Is it the year of the super heroes?

SUPER RUGBY
Steve McMorran

At the start of the current Super Rugby season all South Africa-based teams adopted jerseys with super hero designs to be worn in derby matches.

The Johannesburg-based Lions chose a Spider-Man motif, the Pretoria-based Bulls went for Captain America, the Durban-based Sharks selected Black Panther and the Cape Town-based Stormers were Thor.

More than four months later, it seems some of those super powers have rubbed off.

For the first time in the 23-year history of Super Rugby, all five teams from the South Africa conference are in the playoffs or in contention in the last round of the regular season.

Argentina's Jaguares, who play in the Africa conference, have earned a home quarter-final in Buenos Aires for the first time after topping the conference. Along with the Jaguares, the Bulls, Lions and Stormers are all currently inside the top eight playoff zone and the Sharks are only a point outside in ninth place.

This weekend's final round of regular season games likely will see a constant shuffling of positions as some teams tumble out of the top eight and others lift themselves into the playoffs. But South Africa is sure to have at least three teams in the playoffs and possibly four while Australia and New Zealand might only supply two teams each.



Bulls winger Rosko Specman sports his team's Captain America-themed playing strip.
Photo / Photosport

Stormers coach Robbie Fleck said he won't be underestimating the Sharks.

"The Sharks have a decent off-loading game and it was a strength of theirs in the (domestic) Currie Cup," Fleck said. "We do have to be careful of that. We are going to have to present a decent defensive line and knock them back in the tackle. If they manage to get in behind us, that is when their offloading becomes very difficult to defend against."

Tonight's games should shape the fate of a couple of the New Zealand teams with the Highlanders playing host to the Waratahs at 7.35pm while the Chiefs travel to Melbourne to take on the Rebels at 9.45pm.

South African teams still have a tough task ahead of them. Because of the success of the Jaguares this season, there will not be a quarter-final in South Africa for the first time since the conference system has been used.

History shows that winning playoff matches overseas is a tough task.

But one of the strengths of the South African teams this season has been their ability to win away from home. Of the 16 matches South African teams have played in Australia and New Zealand this season, they have lost only six.

While that is cause for confidence, there are still areas of concern for the South Africans. There appears to be a substantial gulf between the top four teams – the Crusaders, Hurricanes, Brumbies and Jaguares – and the chasing pack.

The best of the South Africa-based teams, the Bulls, tallied seven points fewer than the Brumbies and 22 points fewer than the first-placed Crusaders. At the same time only two of the South African teams, the Bulls and the Sharks, currently have positive points differentials.

– AP

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