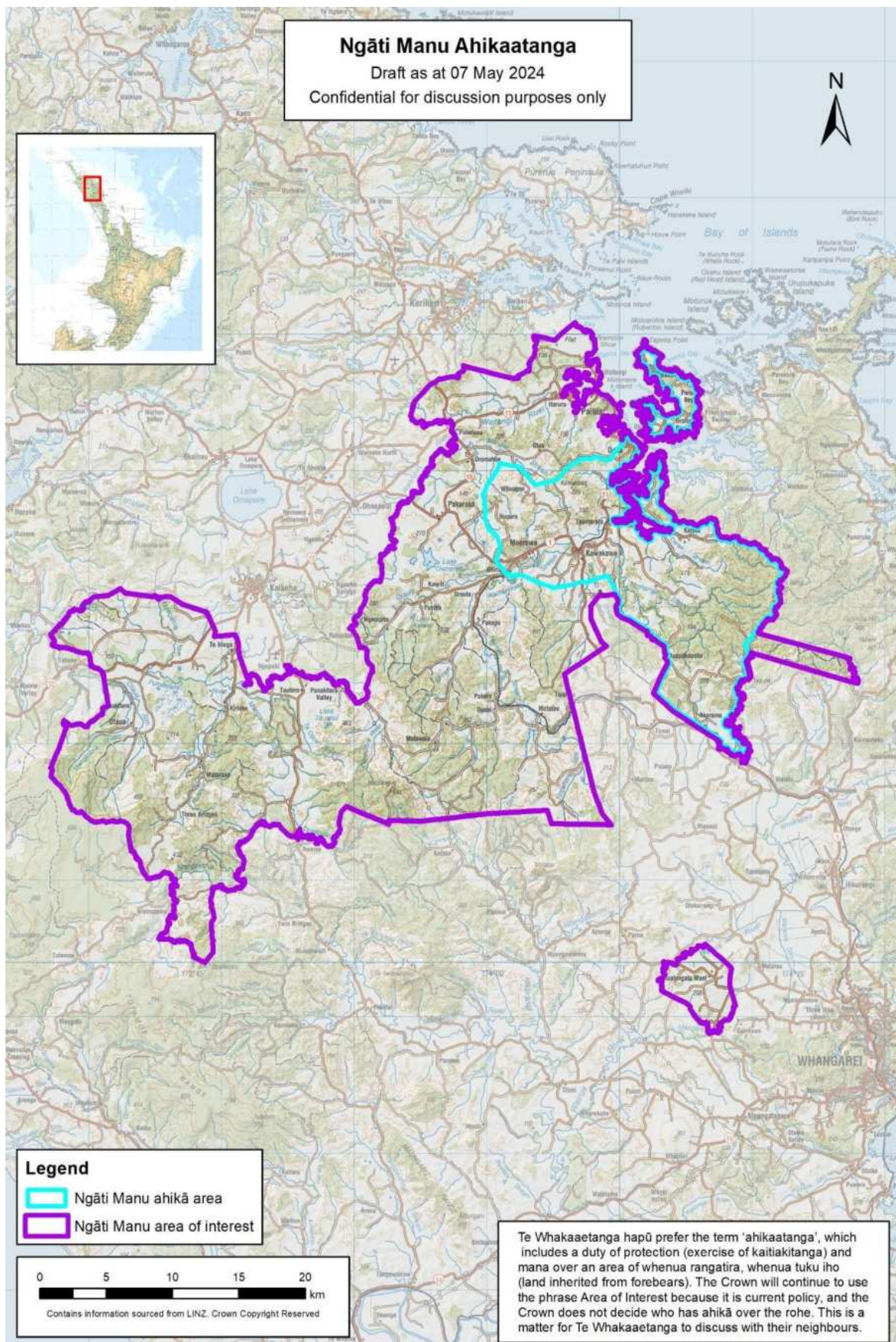


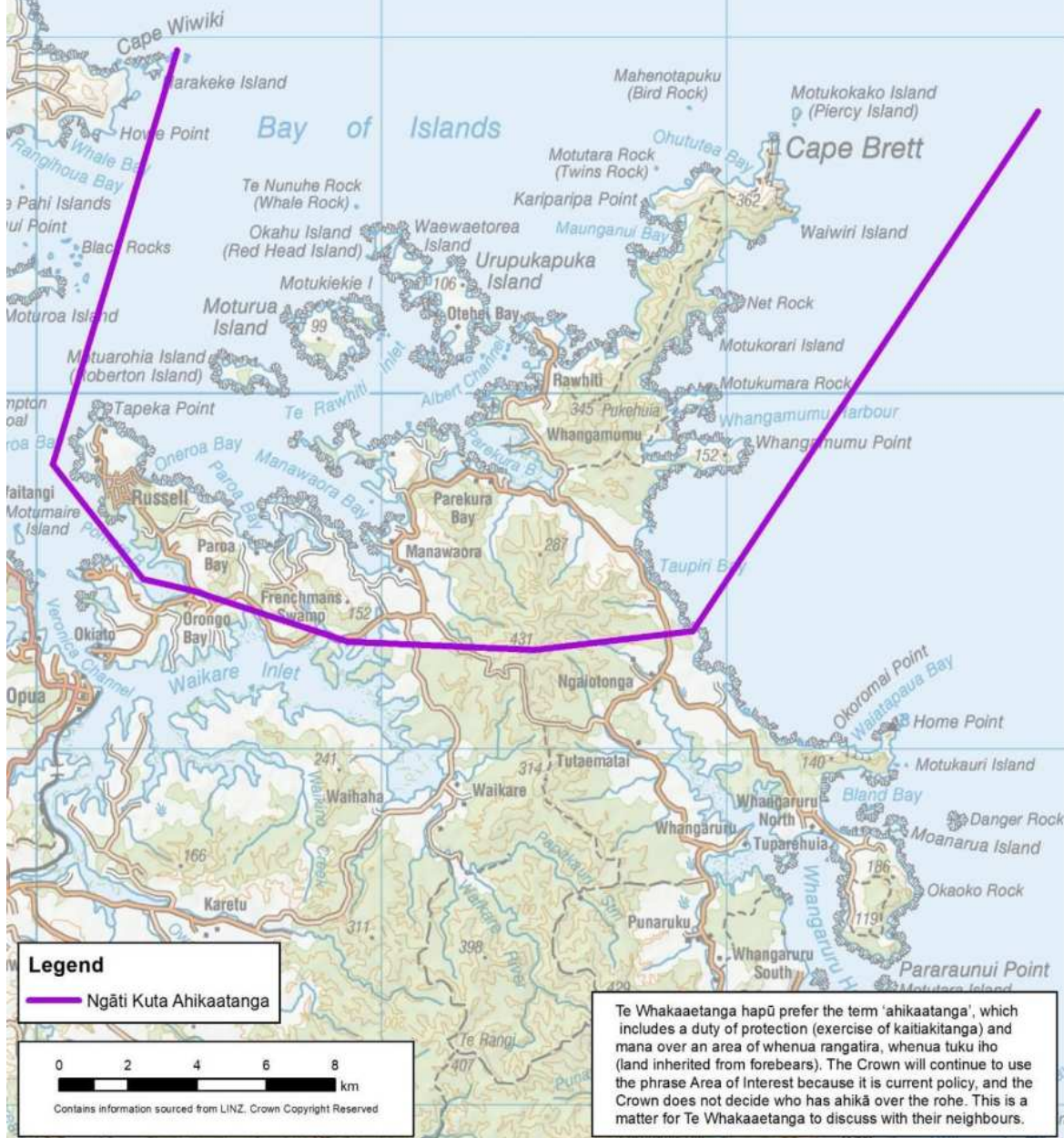
*Appendix One: Ngā Hapū Te Whakaaetanga Areas of Ahikaatanga (subject to change)*

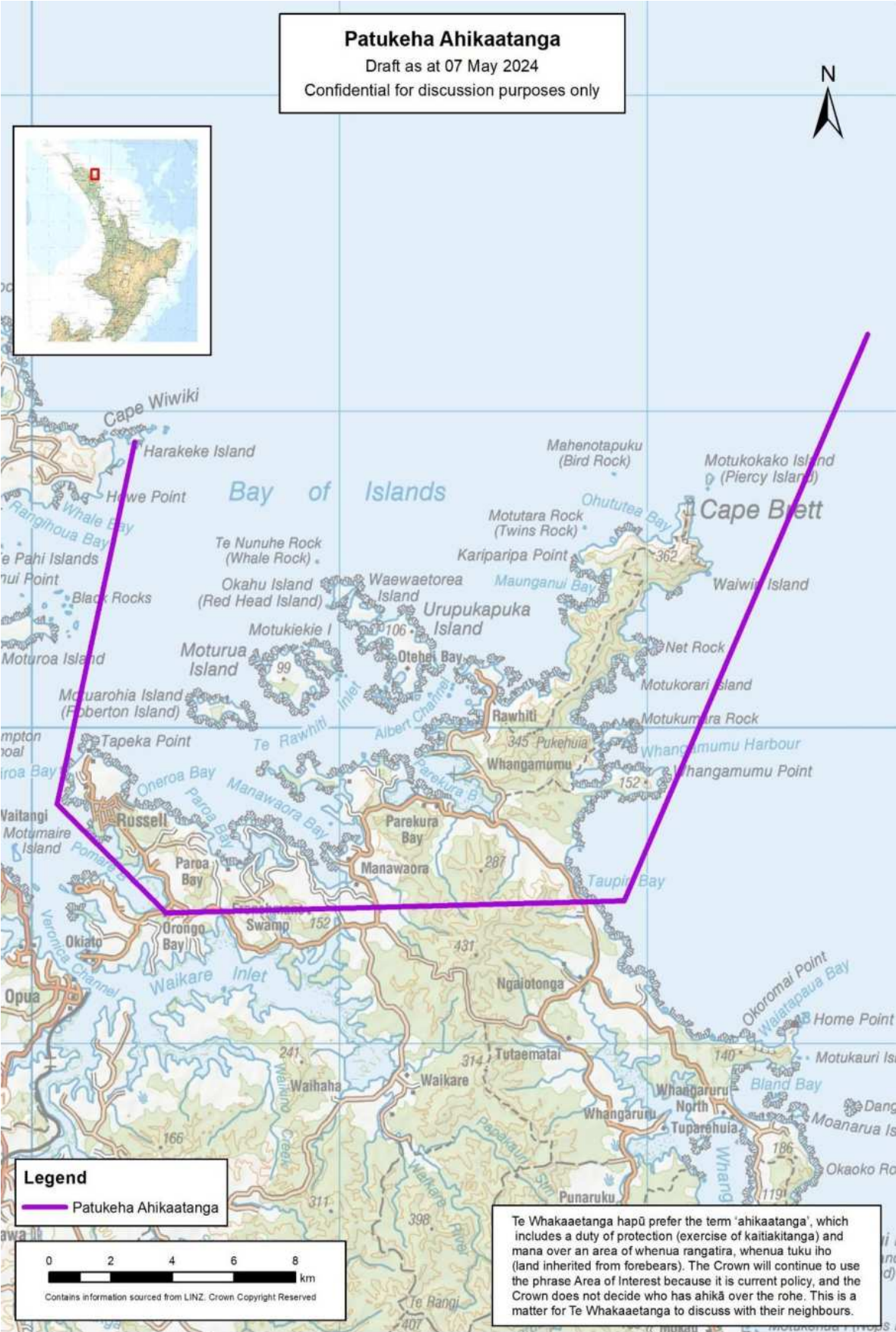




# Ngāti Kuta Ahikaatanga

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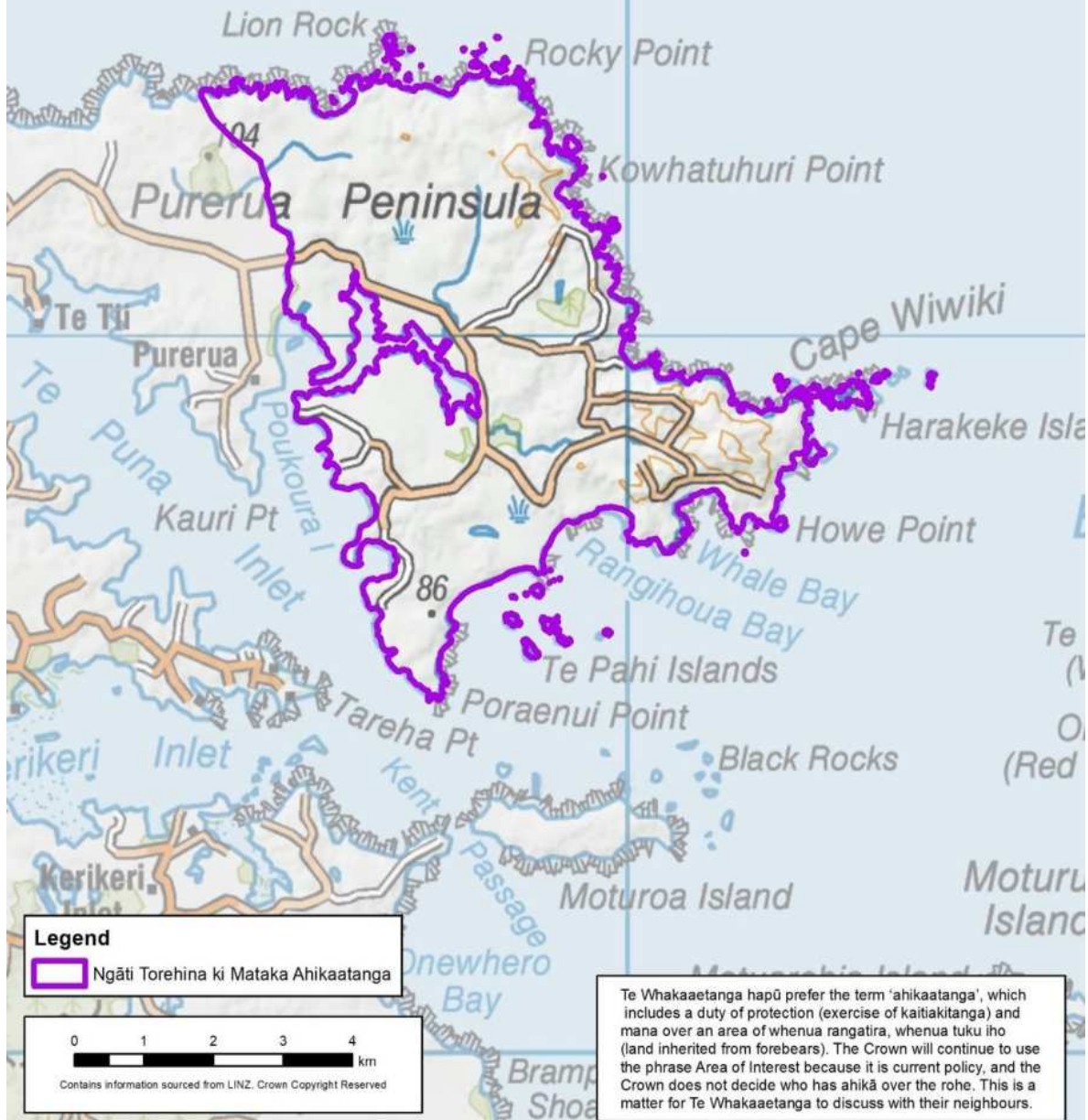




## Ngāti Torehina ki Mataka Ahikaatanga

Draft as at 07 May 2024

Confidential for discussion purposes only



*Appendix Two: Te Whakaaetanga Trust Deed (January 2023)*



# TE WHAKAAETANGA TRUST DEED

DATED THIS 14<sup>th</sup> DAY OF JANUARY 2023

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## TRUST DEED OF TE WHAKAAETANGA TRUST

DATED THIS 14<sup>th</sup> DAY OF JANUARY 2023

### PREAMBLE

- A. The parties to this deed are the hapū of Te Whakaaetanga, being Ngāti Kuta, Patukeha, Ngāti Manu (me Ngā Hapū Rīriki, Ngā Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka) and Ngāti Torehina ki Matakā.
- B. Te Whakaaetanga Alliance (“**Te Whakaaetanga**”) was established by way of a Memorandum of Understanding (“**MOU**”) signed by Ngāti Kuta, Patukeha and Ngāti Manu in 2018. The key purpose of Te Whakaaetanga is to form a collective of hapū to advance Treaty of Waitangi/Te Tiriti o Waitangi redress on behalf of their respective hapū.
- C. In May 2019 Ngāti Torehina ki Matakā signed the MOU and joined Te Whakaaetanga. The option will remain open to other hapū to join Te Whakaaetanga in accordance with this Deed.
- D. Te Whakaaetanga have been confirmed by the Crown as a collective to initiate steps to obtain a mandate to enter into negotiations with the Crown.
- E. Te Whakaaetanga and any trustees appointed under this Deed will be guided by the Te Whakaaetanga Guiding Principles set out in the **FIRST SCHEDULE** to this Deed.
- F. This Deed establishes Te Whakaaetanga Trust, and sets out the terms upon which Te Whakaaetanga will operate.

### PART A – NAME AND PURPOSES

#### 1. DEFINITIONS AND INTERPRETATION

In this Deed, unless the context otherwise requires:

1.1. A singular term shall be construed to mean the plural where necessary, and a plural term the singular

##### 1.2. Defined Terms

**Acceding Hapū** means a Hapū that has signed or acceded to the Trust Deed in accordance with clauses 30.1 and 30.2 and signs a Deed of Accession agreeing to be bound by the provision of this Trust Deed;

**Adult Member** means any person who is 18 years of age or above who is a Member of any Hapū of Te Whakaaetanga;

**Beneficiaries** means any person who is a Member of an Acceding Hapū. Membership of an Acceding Hapū will be determined by the respective Hapū and otherwise as set out in this Deed;



**Claimants** are the individuals or groups referred to in any Historical Claim provided for in this Deed;

**Commencement Date** the Commencement Date of the Trust shall be the date the Trust Deed is signed by all of the Initial Trustees.

**Hapū of Te Whakaaetanga (Hapū)** means Ngāti Kuta, Patukeha, Ngāti Manu and Ngāti Torehina ki Matakā and any Acceding Hapū.

**Hapū Vote** means the process set out in clause 19.

**Historical Claim** means every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the date in which redress is agreed) that any hapū of Te Whakaaetanga, had at, or at any time before, the date upon which redress is agreed, or may have at any time after the date upon which redress is agreed, and that:

- (a) Is, or is founded on, a right arising;
  - (i) From Treaty of Waitangi/Te Tiriti o Waitangi or its principles; or
  - (ii) Under legislation; or
  - (iii) From a fiduciary duty; and
- (b) Arises from, or relates to, acts or omissions before 21 September 1992;
  - (i) By, or on behalf of, the Crown; or
  - (ii) By, or under legislation; and
- (c) Includes the claims listed in the **SECOND SCHEDULE**.

**Initial Trustee** means a Trustee appointed in accordance with clause 10 of this Deed.

**Initial Trustee Term** means the period commencing on the date this Deed is executed, and expiring after 6 calendar months.

**Member of Ngāti Kuta** means any individual who affiliates through whakapapa or descent from Te Nana, Te Kemara, Whāi Hakuene, Huri, Rewharewha, Titore Kuranui, Rewiti Irikohe, Ire, Whakahoe and Paraoa, irrespective of where that Member of Ngāti Kuta resides.

**Member of Ngāti Manu** means any individual who affiliates through whakapapa or descent from Ngāti Manu me Ngā Hapū Ririki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka irrespective of where that Member of Ngāti Manu resides.

**Member of Ngāti Torehina** means any individual who affiliates through whakapapa or descent from Te Reinga irrespective of where that Member of Ngāti Torehina resides.

**Member of Patukeha** means any individual who affiliates through whakapapa or descent from Te Wharerahi, Rewa and Moka Kaenga Maata irrespective of where that Member of Patukeha resides.

**Memorandum of Understanding** means the Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019 formalising Te Whakaaetanga between the four hapū.

**Ngāti Kuta** means the hapū of Ngāti Kuta

**Ngāti Manu** means the hapū of Ngāti Manu me ngā hapū Rīriki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka;

**Ngāti Torehina** means the hapū of Ngāti Torehina ki Matakā

**Patukeha** means the hapū of Patukeha

**Te Whakaaetanga** means a large natural grouping formed between Ngāti Kuta, Patukeha, Ngāti Manu and Ngāti Torehina to achieve a mandate to negotiate collective redress with the Crown for their Treaty of Waitangi/Tiriti o Waitangi claims. Te Whakaaetanga was formalised in a Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019.

**Trustee** means a Trustee appointed in accordance with this Deed.

## **2. THE PARTIES – NGĀ HAPŪ**

2.1 The parties to this Deed are the Hapū o Te Whakaaetanga, being those hapū which signed the Te Whakaaetanga Memorandum of Understanding:

- (a) Ngāti Kuta;
- (b) Patukeha;
- (c) Ngāti Manu me ngā hapū Rīriki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka ("Ngāti Manu");
- (d) Ngāti Torehina ki Matakā

2.2 The rohe of each Hapū is set out in the **THIRD SCHEDULE** to this Deed.

2.3 Neighbouring hapū may accede to Te Whakaaetanga Trust Deed in accordance with the process set out in clause 30 of this Deed.

## **3. ESTABLISHMENT OF TRUST**

3.1 The name of the Trust shall be Te Whakaaetanga Trust.

3.2 The Trustees declare that they will give to the Trust the sum of ten dollars (\$10.00) to form the basis of a fund (the "**Fund**") to be held for the purposes outlined in clause 4 and on the terms set out in this deed.



- 3.3 The Trustees will also give to the Trust any available sum advanced by the Crown to support the Trust to seek a mandate and enter into negotiations with the Crown for redress on behalf of the Hapū of Te Whakaaetanga.
- 3.4 The Registered Office of the Trust shall be the offices of Wackrow Panoho & Associates at Level 5, 50 Kitchener Street, Auckland 1010 or such other address as may be determined from time to time by the Trustees.
- 3.5 This Trust is not intended to be used as the Post Settlement Governance Entity ("PSGE") for the individual Hapū of Te Whakaaetanga.

#### **4. PURPOSE**

- 4.1. The Primary purpose of the Trust is to empower and advance the hapū and include any other charitable purpose or purpose beneficial to the Hapū of Te Whakaaetanga as the Trustees may determine.
- 4.2. In furtherance of the Primary Purpose, the Trust shall seek to enter into negotiations for the collective and respective Treaty of Waitangi/Tiriti o Waitangi redress of the Hapū and to advance the objects in clause 5.

#### **5. OBJECTS**

- 5.1 The Primary object of the Trust is to support the needs of the Hapū, and apply the principles agreed to and adopted by the Hapū as set out in the First Schedule towards the charitable purposes of the Trust; including but not limited to the following:
- (a) To develop and implement robust Mandate and Negotiation Strategies to be endorsed by the Hapū to enter negotiations with the Crown as Te Whakaaetanga;
  - (b) To develop a robust Deed of Mandate to be signed by the Hapū of Te Whakaaetanga and the Crown;
  - (c) To prepare for and enter negotiations with the Crown for redress of Te Whakaaetanga Hapū Historic Claims;
  - (d) To act in the collective best interests of all of the Hapū of Te Whakaaetanga;
  - (e) To promote the tino rangatiratanga of the Hapū of Te Whakaaetanga;
  - (f) To promote, uphold and enhance the mana of the Hapū of Te Whakaaetanga;
  - (g) To facilitate open communication, information sharing, and reporting between the hapū and the Crown throughout the mandate and negotiation processes;
  - (h) To successfully negotiate a Deed providing redress for the Hapū with the Crown;
  - (i) To present an initialled Deed providing redress for the Hapū for ratification;
  - (j) To assist the hapū to establish their respective Post-Settlement Governance Entities ("PSGE") and to ensure that the Hapū redress is properly received and distributed to hapū.

## **6. FUNCTIONS**

6.1 The Trustees will apply the principles agreed to and adopted by the Hapū as set out in the **FIRST SCHEDULE** in exercising their functions. These functions include the following;

- (a) To inform the Hapū Members of the process undertaken by the Trust to obtain redress of their Historic Claims;
- (b) To manage and support Negotiators (who shall be appointed in accordance with the **FOURTH SCHEDULE**) to act for and on behalf of the Hapū to negotiate redress of their Historic Claims;
- (c) To communicate with Hapū Members, including via hui-a-hapū, a website, pānui, and any other means determined by the Trustees;
- (d) To provide education and awareness about the mandate, negotiation and redress process to enable informed decisions to be made by the Hapū Members;
- (e) To seek legal or other specialist advice in relation to the redress of Historic Claims, including representation matters, overlapping claims and any other specialist matters as required;
- (f) When necessary, to engage suitably qualified organisations to provide financial, information systems, Hapū Databases, policy and communication services to the Trust;
- (g) To provide regular reports on the activities of the Trust to the Hapū; and
- (h) To do all such other things as directed by the Hapū and/or as may be required in furtherance of the objects.

## **PART B – TRUSTEES**

### **7. POWERS OF THE TRUSTEES**

7.1 The Trustees shall exercise their powers jointly in pursuit of the general administration of the Trust. In addition to all other powers conferred by law, the Trustees shall have the same powers as a natural person acting as a beneficial owner of the Trust fund. Such powers shall not be limited or restricted by any principle of construction, or rule of law, or statutory power or provision except to the extent set out in this deed.

7.2 The Trustees shall promote the objects of the Trust. The Trustees shall act on behalf of and in the interests of the Trust and the Hapū.

7.3 The Trustees shall also have the following powers:

- (a) To open or maintain such current or other accounts or such banks or other institutions and in such a manner as the Trustees from time to time determine.
- (b) To collect funds and raise money by all lawful means and receive, accept, and, encourage grants from the Crown or any source acceptable to the Trustees and to apply such funds to advance the Purposes and Objects outlined in this Deed.

- (c) To acquire any real or personal property or interest in such property whether by purchase, lease, hire, exchange or otherwise, and on such terms and conditions as the Trustees think fit.
- (d) To enter into and terminate contracts of employment or contracts for services including any contract arrangement or transaction with a natural person, government department, corporation or body;
- (e) To apply any income of the Trust Fund, for, or towards payment of any fees, costs, disbursements, debts or other liabilities or any part of such liabilities, owing by or in respect of the Trust or incurred in connection with the Trust, or Trust entities.
- (f) To seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957 and to seek registration under the Charities Act 2005;
- (g) To delegate any of its powers to any Trustee or Trustees or person or persons (including a committee or an employee) provided that such delegation shall be recorded in writing by the Trustees and may be revoked at any time;
- (h) To do all or any of the things which they are authorised to do under the Trusts Act 2019; and
- (i) To do all such other things as in the opinion of the Trustees will further the Primary Purpose and Objectives of the Trust.

## **8. TRUSTEE DUTIES**

- 8.1 The Trustees must always act collectively and individually in accordance with their fiduciary duties and obligations.
- 8.2 In particular, the Trustees shall, in the performance of their duties:
  - (a) Be thoroughly familiar with the terms of this Trust, including this Trust Deed and all documents, deeds, contracts and papers that relate to or affect the Trust;
  - (b) Act prudently, honestly and in good faith;
  - (c) Act in the best interests of the hapū of Te Whakaaetanga to act fairly and impartially;
  - (d) Not profit from a position as a Trustee of this Trust (subject to clauses 21.4 – 21.5);
  - (e) Not, collectively and individually, act or agree to act in a manner which contravenes this Deed.
  - (f) Obtain the necessary advice (such as from a lawyer, accountant, or other specialist advisor), when the Trustees lack the necessary experience; and
  - (g) Take steps to actively identify any relevant consideration (including any cultural considerations) that in the opinion of the Trustees should be considered, when making any decisions or doing any act on behalf of the Trust.
- 8.3 Every Trustee, when exercising powers or performing duties as a Trustee, must exercise the care, diligence, and skill to be reasonably expected of a person in like circumstances and in accordance with the Trusts Act 2019 and clause 8.2.



## **9. NUMBER OF TRUSTEES**

9.1 The Trust shall comprise:

- (a) As at the date of this Deed, the Initial Trustees;
- (b) As at 6 months from the date of this Deed, the eight (8) Trustees appointed by their respective Hapū in accordance with clause 11.1.
- (c) In the event that a new hapū joins Te Whakaaetanga after the commencement of this Deed, two (2) further Trustees per Hapū appointed by their respective Hapū in accordance with clause 11.1.

## **10. INITIAL TRUSTEES**

10.1 Despite any other provision in this Deed, for the period of 6 months from the date of this Deed;

- (a) The Initial Trustees shall be two representatives appointed by each Hapū and duly authorised by their Hapū to Execute this Deed.
- (b) The Initial Trustees will have the authority to exercise all the powers under this Deed.
- (c) At the expiration of the 6-month term, the appointment process as outlined in clause 11.1. will run.

10.2 If an Initial Trustee were to resign or be removed by their Hapū within the 6-month period, a replacement Initial Trustee shall be appointed by their respective Hapū. Any replacement Initial Trustee or Trustees appointed may remain only until the expiration of the 6-month term.

10.3 At the expiration of the 6-month term, any Initial Trustee is entitled to stand for re-appointment in accordance with clause 11.1.

## **11. ELECTION OR APPOINTMENT OF TRUSTEES**

11.1 Trustees may be appointed from time to time in accordance with this clause.

11.2 Each Hapū is entitled to elect or appoint two (2) Trustees to the Trust in accordance with their tikanga at a Hapū Hui.

11.3 The Trustees shall only confirm the election or appointment of Trustees in accordance with this clause, upon receipt of the following information:

- (a) Evidence that the Hapū Hui included formal notification that an election or appointment of Trustees for the Te Whakaaetanga Trust would take place at the Hui; and
- (b) Evidence that the Hapū Hui was properly constituted in accordance with the terms of the Hapū; and

- (c) A letter signed by the Hapū Chair and/or a person nominated from the Hapū Hui confirming the elected Trustees; and
- (d) Minutes or a written record of the Hapū Hui showing the election/appointment of the elected Trustees; and
- (e) A signed consent form from the elected Trustees; and
- (f) Any other information the Trustees consider necessary to give effect to the appointment/election.

## **12. TERM OF OFFICE AND OFFICERS**

- 12.1 Subject to clause 10.1, the term of office of every Trustee shall be three (3) years, unless he or she resigns or is removed from office in accordance with this Deed.
- 12.2 Trustees are eligible for re-election or re-appointment at the expiry of their term of office in accordance with clause 11.1.

### **Chairperson**

- 12.3 The Trustees shall annually determine from amongst their number who shall be the Chairperson of the Trust. The Chairperson shall hold office for a period of one (1) year from his or her appointment or such other period as determined by the Trustees.

### **Secretary and Treasurer**

- 12.4 The Trustees shall annually determine from amongst their number or otherwise any such qualified person, to be the Secretary and the Treasurer of the Trust. The Secretary and Treasurer shall each hold office for a period of one (1) year from their appointment or such other period as determined by the Trustees.

### **Record of Trustees**

- 12.5 Upon every appointment, re-appointment, removal, or cessation of office of any Trustee, the Trustees shall record such fact in the Minute Book of the Trust.

## **13. ELIGIBILITY TO BE A TRUSTEE**

- 13.1 The following persons shall not be eligible for appointment, or to remain in office, as a Trustee;
  - i. **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;

- ii. **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- iii. **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- iv. **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- v. **Property Order:** a person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988; and if any of the above events occur to an existing Trustee, they shall be deemed to have vacated their office upon such event;
- vi. **Charities Act:** a person who is disqualified from being an officer of a charitable entity pursuant to section 16 of the Charities Act 2005; or
- vii. **Employee:** a person who is a paid employee of the Trust, or a paid employee of any council, trust, or organisation which provides funds to the Trust, except as provided for in clauses 20.7 and 21.4-21.5.
- viii. **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.7-14.9.

#### 14. RESIGNATIONS, DEATH OR REMOVAL

##### Resignation

- 14.1 Any Trustee may resign from the Trust by giving no less than 30 days written notice to the remaining Trustees and the resigning Trustees Hapū and such notice shall take effect from the date specified in the notice or, if there is no date specified upon the expiry of 30 days from the date the notice was received by the Hapū and the remaining Trustees.

##### Failure to Attend

- 14.2 A Trustee who fails to attend three consecutive meetings of the Board of Trustees without prior written notice and reasonable explanation (as determined by the other Trustees) shall be deemed to have vacated their office.

##### Death

- 14.3 Upon the death of a Trustee, their position shall be deemed to be vacant.



#### **Removal by Direction of Hapū**

- 14.4 Any Hapū may direct that their hapū Trustee be removed in accordance with this section for any reason not already provided for in clause 14.7 – 14.8 below.
- 14.5 Any Hapū seeking to exercise the powers under this clause must immediately notify the Trust in writing signed by the Hapū Chair and/or the two appointed/elected Hapū Trustees outlining the date of the Hapū decision and any supporting minutes or records of a motion removing the Trustee
- 14.6 Upon receipt of the information set out in cl14.5 the removed Trustee shall cease to hold office immediately.

#### **Trustees may be censured or removed**

- 14.7 Where any Trustee acts in a manner that brings or is likely to bring the Trust into disrepute, and all Trustees other than the Trustee in question unanimously resolve as such, the Trustees shall refer his or her actions, with supporting evidence, to his or her Hapū to determine whether the Trustee shall be censured or removed by the Hapū in accordance with clause 14.4.
- 14.8 Where a Hapū has declined to censure or remove a Trustee, that decision must be notified to the Trustees in writing with reasons provided. Following receipt of that notice, if the Trustees and/or any other Hapū still consider that Trustee should be censured or removed, they may within 10 days of receiving the notice call a Special General Meeting in accordance with clause 17.
- 14.9 The result of the SGM shall be conclusive.

#### **Vacancies**

- 14.10 Where a Trustee ceases to hold office in accordance with this Deed the Trustees' Hapū shall fill any such vacancy in accordance with clause 11.1.

#### **Quorum upon resignation, death or removal**

- 14.11 Where a Trustee has resigned, died, or been removed in accordance with this Deed, the Trust may continue to operate, provided there is at least one (1) Trustee representative of each Hapū of Te Whakaaetanga in office ("Quorum").

### **PART C - MEETINGS**

#### **15. MEETINGS OF TRUSTEES**

- 15.1 The Trustees shall meet at such places and times, and in such manner, as they determine. The Chairperson shall Chair Trustee meetings, or in his/her absence any other Trustee as determined by the Trustees.

- 15.2 A record or minute of Trustee meetings shall be taken and kept by the Trust Secretary or some other person as determined by the Trustees. Following each meeting, a copy of the minutes shall be circulated to the Trustees for any amendments or approval.
- 15.3 A resolution in writing signed or assented to by email or other electronic communication by the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several documents in like form each signed by one or more Trustees. Any such resolution must be unanimous.

#### **Notice for Trustee meetings**

- 15.4 Unless otherwise agreed by a quorum of the Trustees, at least 5 days' notice of a Trustee meeting shall be given to all Trustees.
- 15.5 A meeting of the Trustees may be held where one or more of the Trustees are not physically present at the meeting, provided that all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means or telephone or other form of communication.
- 15.6 For the avoidance of doubt, any such Trustee meeting may be held by teleconference, audio visual link, or other digital or electronic means.

#### **Proceedings at Trustee meetings**

- 15.7 The Chairperson shall prepare an Agenda for each Trustee meeting to be circulated prior to the meeting. Any other Trustee may submit items for inclusion in the Agenda.

#### **Annual Report**

- 15.8 The Trust must, within 5 months after the end of each financial year, prepare an Annual Report on the affairs of the Trust for the financial year which includes:
- (a) A summary of the activities of the Trust for the financial year; and
  - (b) The reviewed financial statements of the Trust for that financial year.

#### **Voting at Trustee meetings**

- 15.9 Each Trustee present at a meeting shall be entitled to one vote.
- 15.10 Except as otherwise provided in this Deed, all resolutions passed at a meeting of the Trustees shall be by a majority of the Hapū represented at the meeting and any such resolution shall be binding on all Trustees.

#### **Major decisions**

15.11 Any Major Decision of the Trust shall be referred to an AGM or SGM to be passed by a resolution of the Hapū in accordance with cl19.

15.12 A Major Decision of the Trust shall be in respect of:

- (a) Expenditure from the Trust fund of any amount in excess of \$10,000; and/or
- (b) Any contract for employment or services involving the Trust; and/or
- (c) Submission of the Te Whakaaetanga Deed of Mandate for endorsement; and/or
- (d) Submission of an Agreement in Principle with Te Whakaaetanga; and/or
- (e) Submission of a Deed providing redress for the Hapū of Te Whakaaetanga for ratification; and/or
- (f) Appointment and/or Removal of Expert Negotiators for Te Whakaaetanga; and/or
- (g) Any other matter the Trustees may determine is a major decision from time to time.

## **16. ANNUAL GENERAL MEETINGS**

16.1 The Trust will, in each calendar year after the date of this Deed, hold an Annual General Meeting, in addition to any other meetings held in that year.

16.2 The Annual General Meeting must be held within 9 calendar months of the end of the financial year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next.

16.3 The first Annual General Meeting shall be held not later than 12 months after the date of this Deed.

16.4 The purpose of the Annual General Meeting will be:

- (a) To report on the operation of the Trust;
- (b) To provide an update on any Treaty Settlement related matters affecting Te Whakaaetanga;
- (c) To present and review the Annual Report for the most recently completed Financial Year, the Chairperson's Report, and the reviewed Financial Statements of the Trust for that Financial Year; and
- (d) Undertake all other notified business.

16.5 An individual Hapū member may only submit a resolution to be included in the Agenda for an AGM if it is supported by a letter in writing from the Hapū Chair or Hapū Trustees. Any such item must be provided to the Trustees in time and must comply with the Notice provisions in cl16.6-16.7.



### **Notice of an Annual General Meeting**

- 16.6 No less than 60 days before the date of the Annual General Meeting, the Trustees will provide notice of the Annual General Meeting to the Hapū by way of a letter signed by the Trust Chairperson to the Hapū and through a public notice published in a newspaper circulating in the Bay of Islands/Ipipiri region.
- 16.7 The notice for an Annual General Meeting must specify:
- (a) The date, time and venue for the meeting;
  - (b) The agenda for the meeting covering all matters in clause 16.4 with sufficient detail to accurately inform the Beneficiaries of all matters that are to be discussed at the meeting
  - (c) Information regarding where copies of any relevant reports or documents may be obtained, including the details of any Special Resolution proposed to be put to the Annual General Meeting and the reasons for it.

## **17. SPECIAL GENERAL MEETINGS**

- 17.1 In addition to the AGM of the Trust, the Trustees shall convene a Special General Meeting (SGM) within 60 days upon the written request of:
- (a) A valid resolution of Trustees in accordance with cls 15.3 or 15.10; or
  - (b) No less than 10 Adult Members of each Hapū of Te Whakaaetanga; or
  - (c) No less than 20 Adult Members of a single Hapū of Te Whakaaetanga.
- 17.2 The written request shall include:
- (a) A Statement setting out the purposes for which the SGM has been requested; and
  - (b) A list of agenda items and resolutions proposed for the SGM.

### **Notice of a Special General Meeting**

- 17.3 Upon receipt of the information required in cls 17.1 and 17.2 the Trustees shall give notice of the SGM in the same manner as for notice of an AGM under cls 16.6 and 16.7.
- 17.4 No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that Special Meeting.

## **18. QUORUM FOR MEETINGS**

- 18.1 If a quorum is not reached for any meeting provided for under this Deed, the business of the meeting which would have been discussed shall be deferred until the next properly constituted meeting.

### **Trustee Meetings**

- 18.2 The quorum required for any Trustee Meeting must be no less than one (1) Trustee representing each of the affiliated hapū (whether in person, or by electronic or other Audio-Visual means).

### **AGM and SGM**

- 18.3 The quorum required for any AGM or SGM shall be:
- (a) At least one (1) Trustee representing each affiliated Hapū present in person; and
  - (b) No less than ten (10) Adult Members of each Hapū o Te Whakaaetanga present in person.

## **19. HAPŪ VOTING**

- 19.1 Except as otherwise stated in this Trust Deed, any business of the Trust requiring a resolution at an AGM or SGM must be determined by way of a Hapū Vote. Individual votes from members of the respective Hapū will not be accepted.
- 19.2 A Hapū Vote shall be conducted as follows:
- (a) Each Hapū shall have one Vote;
  - (b) Each Hapū shall determine their position on the resolutions for the AGM or SGM at a Hapū hui prior to any AGM or SGM occurring. The results of that Hapū hui shall be communicated to the Hapū Trustees who will table that decision as the Hapū Vote;
  - (c) A resolution shall pass by unanimous Hapū Vote;
  - (d) Where a majority of hapū are in support of the resolution, and unanimity is not reached at the AGM or SGM, the Hapū will within 2 months of the AGM or SGM collectively wānanga that motion further until unanimity is reached. If unanimity is reached, a record of the hui at which unanimity is reached shall be kept by the Trustees and the resolution will pass. However, if after that time, unanimity is not reached, the resolution will fail
- 19.3 Where any matters are raised by an individual at an AGM that does not accord with the Hapū Vote tendered by their Hapū the matter shall be referred back to that Hapū to be addressed in accordance with their own tikanga.
- 19.4 Notwithstanding the provisions for Hapū Voting recorded at cls 19.1-19.3 above, the Trustees present in person may unanimously call for a vote at an AGM or SGM on a resolution in respect of any pre-notified matter and following discussion during the course of the AGM or SGM and the voting for such resolution shall be taken as follows:

- (a) Each adult member present in person may cast a vote on behalf of their nominated hapū;
- (b) The votes shall be tallied on a Hapū basis which means a majority of adult member votes (by Hapū) in favour of the resolution shall be counted as the Hapū vote;
- (c) A resolution shall only pass by unanimous Hapū vote (except where it is a vote in respect of a request to Withdraw from the Trust in accordance with cl29.1 in which case the vote of the withdrawing Hapū shall be determinative).

## **20. UNRULY MEETINGS**

- 20.1 If in the opinion of all of the Trustees present in person the business of the meeting cannot be conducted in a proper and orderly manner, or becomes unduly protracted, the meeting shall be adjourned for no more than 30 minutes. If after 30 minutes of the matter being adjourned, all of the Trustees present in person determine the business of the meeting cannot be conducted in a proper or orderly manner, the meeting shall be adjourned and any uncompleted item of business for which notice was given and a resolution is required to be voted on, shall be deferred to a later SGM.

## **PART D – OTHER MATTERS**

### **21. CONFLICTS OF INTEREST**

- 21.1 The Trustees shall recognise and manage Conflicts of Interest in accordance with this clause.
- 21.2 A Trustee who has or may have a Conflict of Interest (as determined by the Trustees) must immediately disclose the interest to the Chairperson. The interest must be recorded in a Conflict of Interest Register to be maintained by the Secretary of the Trust. The conflicted Trustee may, following disclosure of the Conflict, participate in the deliberations affecting the matter, but the conflicted Trustee shall not vote on such matter and shall leave the meeting for any such vote, unless there is a unanimous resolution of the other non-conflicted Trustees approving the vote by the conflicted Trustee.
- 21.3 Where a Trustee is aware that, or reasonably believes that, another Trustee has or may have a Conflict, he or she must require the other Trustee comply with clause 21.2 above, or demonstrate that he or she has no Conflict.
- 21.4 No person shall be disqualified from holding office as a Trustee by virtue of that person being employed, or contracted to provide services in accordance with the powers afforded under this Deed.



21.5 If a Trustee is employed, or contracted to provide services to the Trust, any such employment or contract shall be recorded in the Conflicts Register and the Trustees must unanimously resolve that the employment or contract for services arrangement is:

- (a) Commercially prudent; and
- (b) In the best interests of the Trust; and
- (c) For a reasonable fee.

## **22. AMENDMENTS TO THE TERMS OF THE TRUST DEED**

22.1 This Deed may be altered or amended by a unanimous resolution of the Trustees or by a resolution passed by way of a Hapū Vote in accordance with cl19 provided that no such amendment shall:

- (a) Alter the Trust's Purposes so that the Trustees are no longer required to act for the benefit of the Members of Ngā Hapū o Te Whakaaetanga and their Hapū Communities.

## **23. REVIEW OF TRUST**

23.1 Within five (5) years of the constitution of the Trust, the Trustees shall undertake a review of this Trust Deed and its operation with a view to reporting to the next Annual General Meeting on the effectiveness of the arrangements set out in this Trust Deed. Such report shall include recommendations as to the alterations (if any) that should be made to this Trust Deed.

## **24. ACCOUNTS**

24.1 The Trustees must keep true and fair accounts of all money received and expended.

24.2 The Trustees shall, as soon as practicable after the end of every financial year of the Trust, cause the accounts of the Trust for that financial year financially reviewed by an accountant and the Trustees shall present reviewed accounts to the Annual General Meeting together with an estimate of income and expenditure for the current year.

## **25. DUTY OF DISCLOSURE**

25.1 The Trustees must make available to any registered Member of a Hapū of Te Whakaaetanga upon that Member's request at that Member's cost:

- (a) A copy of this Deed and any amendment to it;
- (b) The Annual Accounts of the Trust for any preceding financial year;

- (c) The Minutes of any Annual General Meeting or Special Meeting;
- (d) The Minutes of any Trustee Meeting (except those parts of the minutes that are confidential;

25.2 In clause 25.1(d) above, minutes are confidential only if, and to the extent that, the accounts contain confidential material.

## **26. TRUSTEE LIABILITY AND INDEMNITY**

26.1 The Trust is liable for any expense or liability incurred by the Trust.

26.2 A Trustee who incurs an expense or liability when acting with the authority of the Trust is entitled:

- (a) if the Trustee has paid the expense or discharged the liability out of the Trustee's own funds, to seek reimbursement from the Fund; or
- (b) in any other case, the Trust must pay the expense or discharge the liability directly from the Fund;

Unless the expense or liability arose from the Trustee's dishonesty, wilful misconduct or gross negligence or was incurred without authority from the Trust.

26.3 Where such expense or liability has arisen from the Trustee's dishonesty, wilful misconduct or gross negligence, or was incurred without authority from the Trust, no other Trustee shall be individually liable.

## **27. WINDING UP THE TRUST**

27.1 The Trust may be wound up by unanimous resolution passed by way of a Hapū Vote at a General Meeting of the Trust provided the Trustees are satisfied the Trust has accomplished the purpose and objectives of the Trust.

## **28. DISPUTE RESOLUTION**

28.1 If a dispute between one or more Hapū of Te Whakaaetanga or their representatives arises out of or in connection with the Trust, the Hapū and/or their representatives must hui/wananga in accordance with tikanga to try to resolve the dispute.

28.2 Where a dispute cannot be resolved by hui or wānanga within 2 months', the affected Hapū must provide notice in writing ("Dispute Notice") of the continued dispute to the Trustees. Any such notice must:

- (a) Be signed by at least 10 members of the Hapū raising the dispute; and
- (b) Outline the issues in dispute and the resolution(s) sought; and
- (c) List the persons/groups with whom the dispute relates to.

28.3 Upon receipt of any Dispute Notice, the Trustees shall within 30 days schedule a meeting with all relevant persons/groups to:

- (a) Agree the list of issues; and
- (b) Agree up to 3 pou tikanga/pūkenga to be appointed to determine the issue. Where agreement cannot be reached as to the appointment of pou tikanga or pūkenga, the Trustees will appoint pou tikanga or pūkenga of their choosing.

#### **Tikanga process**

28.4 The pou tikanga/pūkenga agreed or appointed in accordance with cl 28.3 shall:

- (a) Review the agreed list of issues;
- (b) Request any further information they may need from the relevant persons/groups involved;
- (c) Determine the relevant process to be followed by the persons/groups to resolve the dispute including but not limited to:
  - i. Adopting the guiding principles set out in SCHEDULE 1 to assist with resolving the dispute;
  - ii. Requesting to meet with the persons/groups involved where they deem it necessary to do so.
  - iii. Within 3 months of their appointment, report their findings in respect of each issue and determine what actions (if any) are required to resolve the issue(s).
- (d) The Trustees shall rely on the findings of the pou tikanga/pūkenga in resolution of the dispute.

### **29. WITHDRAWAL FROM THE TRUST**

29.1 If any Hapū, having endeavoured to resolve any issues in accordance with tikanga, wishes to withdraw from the Trust, the following process must occur:

- (a) A notice in writing signed by the Hapū Chairperson and/or the two appointed/elected Hapū Trustees supported by a resolution passed at a properly constituted Hapū hui seeking to withdraw must be sent to the Trustees advising of that hapū intention to withdraw from the Trust ("**Withdrawal Notice**"). The Withdrawal Notice must include:
  - i. Evidence that the Hapū hui was properly constituted including a copy of the notice, and agenda item specifying an item for discussion was Hapū Withdrawal from the Te Whakaaetanga Trust; and
  - ii. A copy of the attendance list and meeting minutes from the hapū hui where it was resolved that the hapū would withdraw from the Trust; and
- (b) Upon receipt of the Withdrawal Notice, the Trustees will within 10 days call a Special General Meeting in accordance with clause 17 to discuss the Withdrawal Notice with the Hapū;



(c) If at the conclusion of the Special General Meeting, the Hapū still wishes to withdraw from the Trust the Trustees will accept the Withdrawal Notice and update the Trust records to reflect that the Hapū is no longer represented by the Trust.

29.2 For the avoidance of doubt, a Hapū who has withdrawn from the Trust will no longer be entitled to benefit from the Trust, nor will they be entitled to appoint Trustees to represent their interests. If a Hapū wishes to re-join the Trust at a later date they will need to follow the process set out in clause 30.

29.3 Notwithstanding the withdrawal of a hapū, those hapū continuing to support the Trust and engaging in negotiations may only deal with claims, assets, lands and resources within their rohe and not within the rohe of withdrawing hapū.

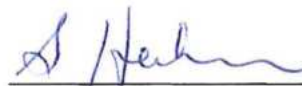
### 30. ACCESSION TO THE TRUST

30.1 Any hapū seeking to join Te Whakaaetanga must satisfy the Hapū of Te Whakaaetanga of their readiness to proceed in the mandating and/or negotiating process and must agree to be bound by the terms of the Memorandum of Understanding and of this Deed by signing a Deed of Accession (set out in the FIFTH SCHEDULE).


30.2 Upon signing the Deed of Accession, the Acceding Hapū shall provide a copy of the Deed to the Trustees who will then add it to the agenda for the earlier of an AGM or SGM so that the Hapū may decide whether or not to grant their consent to the Acceding Hapū. That consent must be confirmed by a resolution passed at an AGM or SGM.

**N WITNESS** whereof this Deed has been executed on the date above written

Executed by  
**SHIRLEY LOUISE HAKARAIA** as Settlor/ )  
Initial Trustee in the presence of )


  
Shirley Louise Hakaraia  
Patukeha




  
Witness

\_\_\_\_\_  
Name of Witness  
**CORAL M T LINSTED-PANOHO**  
**SOLICITOR**  
**AUCKLAND**


\_\_\_\_\_  
Address

  
Maude Hau Ririnui

  
Cheryl Clarke-Pukeman

Executed by  
**JAMIE NEIL ROPATA HURIKINO** )  
as Settlor/Initial Trustee in the presence )  
of )

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Jamie Neil Ropata Hurikino  
Patukeha

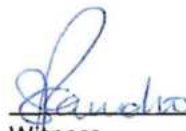



  
\_\_\_\_\_  
Bob Clarke

~~CORAL M T L INSTEAD-PANOHC~~  
\_\_\_\_\_  
Name of Witness  
**SOLICITOR**  
**AUCKLAND**  
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address


Executed by  
**NATASHA DENISE TAMARA NATHAN** )  
as Settlor/Initial Trustee in the presence )  
of )

  
\_\_\_\_\_  
Witness

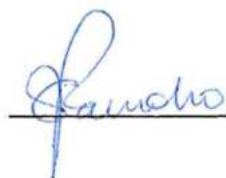
  
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Natasha Denise Tamara Nathan  
Ngāti Kuta

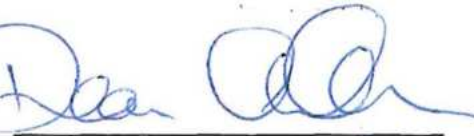
~~CORAL M T L INSTEAD-PANOHC~~  
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Name of Witness  
**SOLICITOR**  
**AUCKLAND**  
\_\_\_\_\_  
Occupation

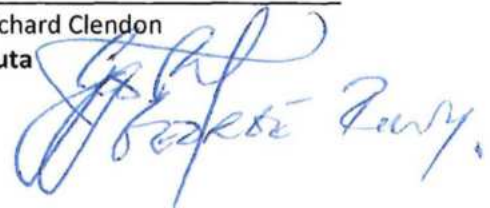
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Address

  
\_\_\_\_\_  
Cilenys Papuni

Executed by  
**DEAN RICHARD CLENDON** )  
as Settlor/Initial Trustee in the presence )  
of )

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dean Richard Clendon  
Ngāti Kuta

  
\_\_\_\_\_  
Witness

Witness

**CORAL M T LINSTEAD-PANOHC**

Name of Witness  
**SOLICITOR  
AUCKLAND**

Occupation

Address

Executed by

**HERBERT VINCENT RIHARI** as Settlor/  
Initial Trustee in the presence of

)  
)  
)



Herbert Vincent Rihari  
Ngāti Torehina ki Matakā



Witness

**CORAL M T LINSTEAD-PANOHC**

Name of Witness  
**SOLICITOR  
AUCKLAND**

Occupation

Address



Executed by

**GIDEON PAERATA RIHARI** as Settlor/  
Initial Trustee in the presence of

)  
)  
)



Gideon Paerata Rihari  
Ngāti Torehina ki Matakā



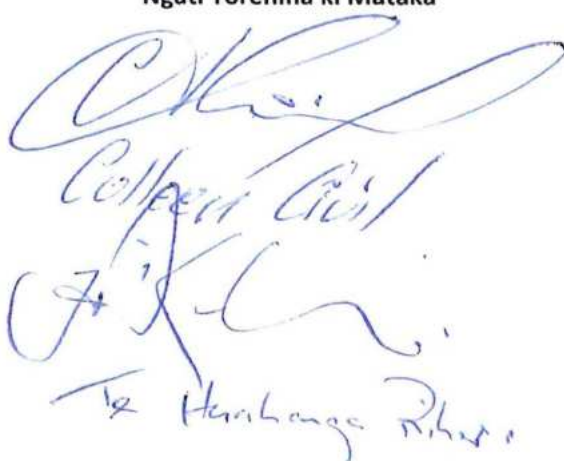
Witness

**CORAL M T LINSTEAD-PANOHC**

Name of Witness  
**SOLICITOR  
AUCKLAND**

Occupation

Address





Executed by



**KELLY JEAN BATISTICH** as Settlor/  
Initial Trustee in the presence of

  
\_\_\_\_\_  
Witness


)  
)  
)  
\_\_\_\_\_  
Kelly Jean Batistich  
Ngāti Manu

~~CORAL M T L INSTEAD-PANOHC~~  
Name of Witness

**SOLICITOR**  
**AUCKLAND**

\_\_\_\_\_  
Occupation

  
George Mann

\_\_\_\_\_  
Address

Executed by  
**SCOTT WILLIAM SMITH** as Settlor/  
Initial Trustee in the presence of

  
\_\_\_\_\_  
Witness

)  
)  
)  
\_\_\_\_\_  
Scott William Smith  
Ngāti Manu



~~CORAL M T L INSTEAD-PANOHC~~  
Name of Witness

**SOLICITOR**  
**AUCKLAND**

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

## FIRST SCHEDULE: GUIDING PRINCIPLES

### 1. GUIDING PRINCIPLES

- 1.1. To care for all who whakapapa to the hapū of Te Whakaaetanga irrespective of their place of residence
- 1.2. Acknowledgement of Hapū rights in respect of all taonga, and the paramount right of the hapū to ownership, control and management over all their traditional lands and resources.
- 1.3. Recognition and right to restoration and protection and/or strengthening of wāhi tapu, papakāinga and marae.
- 1.4. Control of resources (both current and future), discovered and yet to be discovered, including natural resources reserved to the Hapū.
- 1.5. The guiding principles of Te Whakaaetanga are set out in the Te Whakaaetanga Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019. Those principles are:
  - (a) Kōtahitanga: The parties will work together to build unity of purpose and solutions that are workable and acceptable to all parties. The parties have a commitment to work together to achieve the best outcomes for all hapū who are party to this deed;
  - (b) Whanaungatanga: Recognise the shared whakapapa and tikanga of the hapū and acknowledge that Te Whakaaetanga will provide a way to strengthen the hapū connections with one another. *Ko te hononga tai, ko te hononga hapū: The binding tides are also that which bind the hapū.*
  - (c) Hapū Mana Motuhake: Each hapū has its own mana motuhake, and autonomy within their respective rohe in accordance with mana whenua, mana moana, mana tūpuna, mana wairua and ahikātanga. Each hapū will respect the mana hapū of one another and each hapū will be responsible for communicating with their own hapū.
  - (d) Hapū Motuhake (autonomy): The hapū are committed to developing collective strategies that will lead to hapū based redress. This does not rule out the possibility of shared solutions.
  - (e) Whakatau Tika (accountability): The hapū will operate in a manner that promotes open communication, transparency, and the sharing of information. Each hapū acknowledges the accountability and responsibilities owed to our whānau and hapū.
  - (f) The hapū did not cede rangatiratanga to the Crown. This principle was confirmed by the Waitangi Tribunal Stage One Te Paparahi o Te Raki (Wai 1040) Report in 2014.

- (g) The hapū commit to working together to negotiate and achieve individual hapū redress for their historical Treaty of Waitangi/Tiriti o Waitangi claims

## **2. RESPONSIBILITIES OF THE TRUST**

- 2.1. Affirming the identity and mana of each Hapū.
- 2.2. Promoting and advocating the tino rangatiratanga of each Hapū and its descendants.
- 2.3. Fair distribution of resources amongst all hapū pursuant to negotiations, recognising the needs of, and need to be fair, to all hapū. Skills, resources, and information are to be shared by and among hapū.
- 2.4. Establishing relationships within local and national frameworks, for example, with district councils and local territorial authorities.
- 2.5. Resources to further research and develop the hapū claims.
- 2.6. The need for compromise arising from the inherent nature of balancing various interests.

## **3. SAFEGUARDS**

- 3.1. The Trust structure will be representative of all hapū.
- 3.2. The Trust structure shall promote shared leadership and progression of the claims of the Hapū Hapū, and shall empower the descendants of The Hapū by ensuring their opportunity to participate in the decision-making process.
- 3.3. Trustees shall abide by the guiding principles, and be informed by the needs and safeguards adopted by the Trust.
- 3.4. The Trust shall be the body holding the mandate to represent the hapū, endorse the negotiating team on the instructions of the hapū, and to commence negotiations with the Crown over the claims of the hapū.
- 3.5. Before the appointed negotiating team commences any negotiations with the Crown, the scope and nature of the claim shall be put to the descendants of the Hapū for consultation, discussion, and consideration with the objective of ensuring the claim is comprehensive and accords with the principled approach to progressing the claim and is responsive to the needs of the safeguards to which the Trust has agreed.
- 3.6. The Trust will ensure full and regular communication with the descendants of the Hapū over all aspects of progressing the claim.
- 3.7. The Trust shall bring forward to the descendants of Ngā hapū its proposals as to distribution of the benefits of the claim of redress. Such proposal and consideration of the proposal shall be informed by the agreed principles, needs and safeguards agreed to by the Trust.



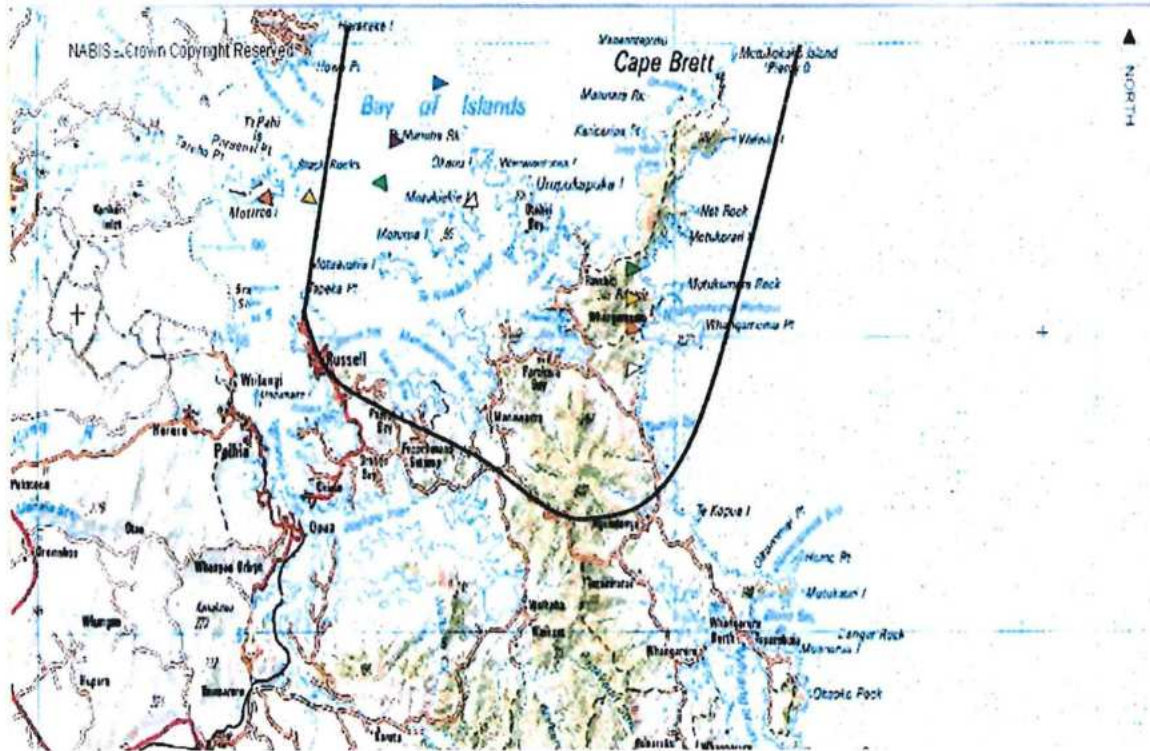
## SECOND SCHEDULE: HISTORICAL CLAIMS

Hapū	Wai No.	Named claimant(s)
Ngāti Kuta	1307	Matutaera Te Nana Clendon, Robert Sydney Willoughby and Te Aroha Rewha, Marara Kaweroa Hook
Patukeha	1140	Kataraina Hemara (dec), Moka Puru, Moses Witehira, Shirley Louise Hakaraia and Peti Ahitapu
Ngāti Manu	354	Arapeta Witika Pomare Hamilton on behalf of descendants of Pomare II and members of the Ngāti Manu, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes
	1514	Pita Apiata on behalf of Ngāti Kawa and Ngāti Manu
	1535	Joyce Baker and Deon Baker on behalf of descendants of Pomare II and members the Ngāti Manu, Ngāti Rahiri ki Waitangi, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes
Ngāti Torehina ki Matakā	1508	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari and Herbert Vincent Rihari for themselves and on behalf of Ngāti Torehina ki Matakā hapū
	1757	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari, Herbert Vincent Rihari and Mama Waiahurangi Rihari-Scott

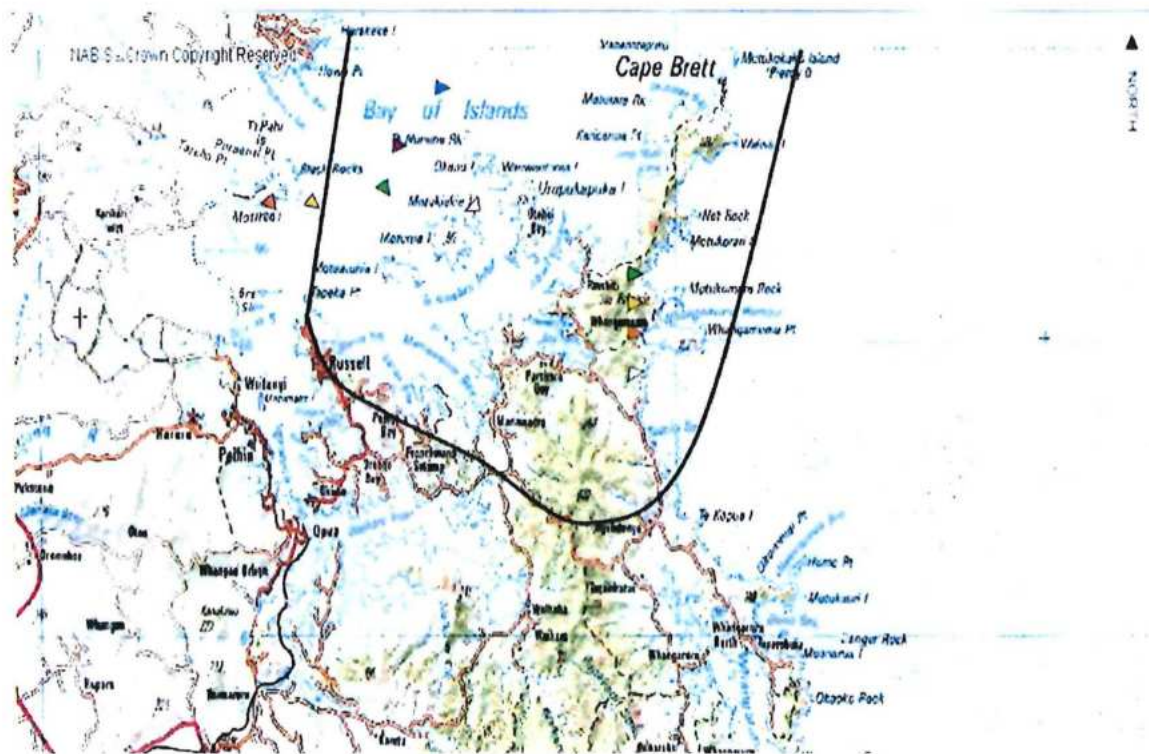
### THIRD SCHEDULE: ROHE OF HAPŪ

*Note: This schedule has been provided to illustrate the rohe of each hapū according to their own tikanga. It is not intended that this schedule will be used for any other purpose unless agreed to by the Hapū of Te Whakaaetanga in accordance with this Deed.*

#### Ngāti Kuta



## Patukeha

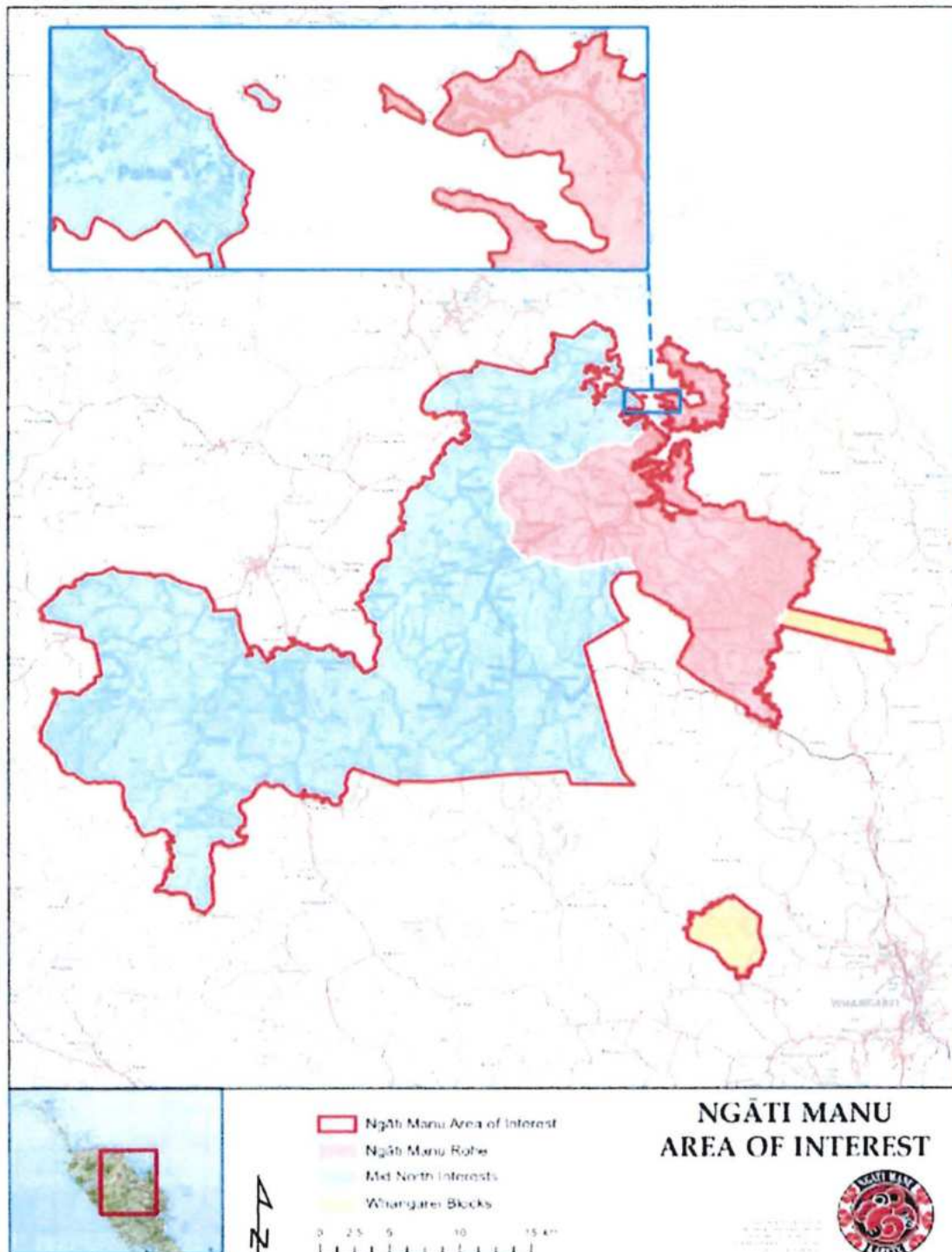




## Ngāti Manu

*"Ma te whakapapa e whakaatu ana i nga whenua rangatira o nga mātua tupuna"*

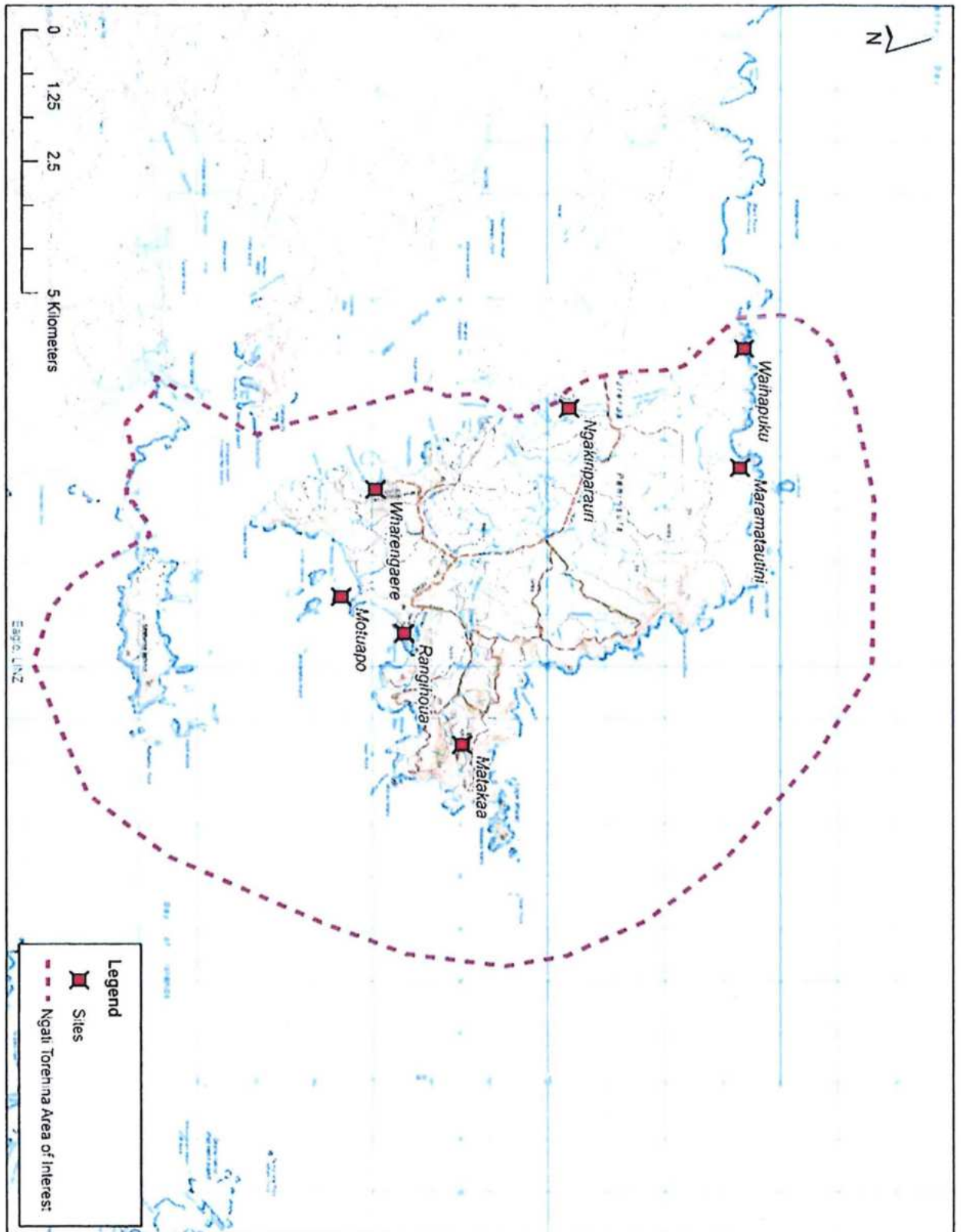
- There must be a genealogy that identifies the chiefly lands of our ancestral forebears  
Na Pomare II







# Rohe Mana-moana o Ngāti Torehina ki Matakā





## FOURTH SCHEDULE: HAPŪ NEGOTIATORS

### 1. Te Whakaaetanga Negotiators

1.1. At any time after the Commencement Date and in accordance with this FOURTH SCHEDULE of the Deed:

- (d) the Hapū of Te Whakaaetanga may appoint Hapū Negotiators; and
- (e) the Trustees may appoint Expert Negotiators.

### 2. Numbers of Negotiators

2.1. There shall be no more than two (2) Hapū Negotiators for each Hapū of Te Whakaaetanga;

2.2. There shall be no more than one (1) Expert Negotiator appointed by the Trustees.

### 3. Hapū Negotiators

3.1. A Hapū Negotiator may be any person appointed in accordance with clause 4 of this FOURTH SCHEDULE as a Hapū Negotiator and may include a member of the Hapū and/or a Trustee of Te Whakaaetanga.

3.2. A Hapū Negotiator must in the opinion of the Hapū have sufficient skills, knowledge and expertise to carry out the role of Hapū Negotiator.

3.3. The following persons shall not be eligible for appointment, as a Hapū Negotiator;

- (a) **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
- (b) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- (c) **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- (d) **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- (e) **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.5-14.7 of the Trust Deed.

### 4. Appointment of Hapū Negotiators

4.1. Hapū Negotiators must be endorsed at a properly constituted Hapū Hui in accordance with the tikanga of that Hapū and in the same manner prescribed for the appointment of Trustees in clause 11 of the Deed.

4.2. Following the endorsement of Hapū Negotiators at a Hapū Hui, the Trustees of the respective Hapū will present the following information to the Trust in order for that appointment to be confirmed:

- (a) The name and contact information of the negotiator; and
- (b) A copy of the Hapū Hui notice with sufficient detail that appointment of a negotiator was contemplated; and
- (c) A copy of the Hapū Hui minutes and resolution confirming the appointment; and
- (d) A copy of the attendance register for the Hapū Hui appointing the negotiator; and
- (e) A signed consent from the negotiator.

4.3. The Trustees reserve the right to seek any further detail from the Hapū prior to confirming the appointment of the Hapū Negotiator. The Trustees must not unreasonably withhold or delay confirmation of appointment where the information in cl 4.2-4.3 has been provided.

4.4. The Trustees must keep a schedule of Hapū Negotiators.

## **5. Role of Hapū Negotiators**

5.1. The role of the Hapū Negotiators shall be:

- (a) To negotiate with the Crown, in accordance with the Negotiation Strategy developed by the Trustees and Hapū, the collective and individual Treaty of Waitangi/Tiriti o Waitangi redress on behalf of the affiliated hapū of Te Whakaaetanga;
- (b) To take instruction from the Hapū through directions from the Trustees;
- (c) To act in the best interests of all of the Hapū of Te Whakaaetanga

## **6. Removal of Hapū Negotiators**

6.1. Hapū Negotiators may be removed in the same manner as a Trustee in accordance with clauses 14.5-14.9 of the Trust Deed and subject to this clause.

6.2. The Trustees at all times retain the right to investigate the conduct of a negotiator and are empowered to suspend the negotiations or the role of a negotiator for a reasonable period of time while any investigation is in progress or until such time as the Hapū has concluded the process for removal of a Negotiator as outlined in clause 14.4-14.6 whichever is earlier.

## **7. Expert Negotiators**

7.1. An Expert Negotiator may be any professional, or expert with specialist knowledge relevant to any aspect of the Negotiations process.

7.2. An Expert Negotiator must have sufficient skills, knowledge and expertise to carry out the role of Expert Negotiator and a history of paid professional service in that area.

7.3. The following persons shall not be eligible for appointment, as an Expert Negotiator;

- (f) **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
- (g) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- (h) **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- (i) **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- (j) **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.5-14.7 of the Trust Deed.

#### 8. Expert Negotiators

- 8.1. The Trustees may appoint one (1) Expert Negotiator from time to time as the Trustees deem necessary to assist with the negotiations.
- 8.2. Any proposed Expert Negotiator must provide the following information to the Trustees for consideration:
  - (a) Curriculum Vitae;
  - (b) Evidence of expertise or professional qualifications;
  - (c) A quote for their services;
  - (d) A letter consenting to the appointment as negotiator
- 8.3. The information referred to in cl8.2 shall be tabled at the next Trustee meeting and the appointment can only be confirmed by unanimous resolution of the Trustees.

#### 9. Expert Negotiators

- 9.1. The Role of Expert Negotiators will be the same as Hapū Negotiators as set out in cl5.1 of this Fourth Schedule.

#### 10. Removal of Expert Negotiators

- 10.1. Expert Negotiators may be removed in the same manner as prescribed and subject to the same conditions as set out in clause 6 of this Fourth Schedule and subject to any contractual arrangements which may be entered into between the Trust and the Negotiator.



## FIFTH SCHEDULE: DEED OF ACCESSION

DEED made this

day of

20

**BETWEEN**                      **The Trustees for the time being of Te Whakaaetanga**  
(hereinafter called "Trustees")

**AND**                              **[Name of Hapū]**  
(hereinafter called "Acceding Hapū")

### Background

- A.     Te Whakaaetanga was created by Deed of Trust dated [date/month/year] ("The Trust Deed").
- B.     The guiding principles of the Trust are set out in the Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 21018, and Ngāti Torehina ki Matakā in May 2019, and First Schedule of the Trust Deed. The key principles are as follows:
- (a)     Kōtahitanga;
  - (b)     Whanaungatanga;
  - (c)     Hapū Mana Motuhake;
  - (d)     Hapū Motuhake (autonomy);
  - (e)     Whakatau Tika (accountability): The hapū will operate in a manner that promotes open communication, transparency, and the sharing of information. Each hapū acknowledges the accountability and responsibilities owed to our whānau and hapū.
  - (f)     Tino rangatiratanga, as affirmed by the Wai 1040 Tribunal's Stage One Report.
- C.     Other relevant clauses of the Trust Deed include clauses 30.1 and 30.2 as follows:-
- 30.1. A new hapū seeking to join Te Whakaaetanga must obtain the consent of the existing Hapū first. The new Hapū must satisfy the existing Hapū of their readiness to proceed in the mandating and/or negotiating process. The existing Hapū have no obligation to accept a new Hapū unless they are so satisfied.*
- 30.2. Once the existing Hapū have agreed to the new hapū joining, the new hapū must agree to be bound by the terms of the Memorandum of Understanding and this Deed by signing a Deed of Accession as set out in the Fifth Schedule.*
- D.     These provisions permit a new neighbouring hapū to accede to the Trust Deed and so have the benefits conferred by the Trust Deed including for that Hapū to appoint two (2) Trustees under the Trust Deed.
- E.     The existing Hapū of Te Whakaaetanga consent to and are satisfied of the readiness of [new Hapū] to proceed in the mandating and/or negotiating process, and have resolved to accept [new Hapū] to accede to the Trust Deed.

**Now this Deed provides:**

1. From the date of execution of this Deed by the Leadership of [new Hapū], [new Hapū] shall be an Acceding Hapū as defined in the Trust Deed and shall be bound by and have the rights and privileges conferred on an Acceding Hapū as if they had been an original party to the Trust Deed.
2. This Deed of Accession is for the benefit of not only the Trustees and [New Hapū] but also for the benefit of any Hapū which may accede in future, which have by executing a similar deed of accession become an Acceding Hapū, and this Deed is enforceable by any one or more of those Acceding Hapū as well as the Trustees and [New Hapū]. This clause is pursuant to the provisions in the Contracts (Privity) Act 1982 and its statutory successors to confer all such rights on those groups.
3. The words in this Deed of Accession shall, unless the context otherwise requires, have the same meanings as the same words appearing in the Trust Deed.
4. This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Communication of execution of this Deed may be made by each party transmitting by facsimile or email transmission to the other party (or their respective solicitors) a counterpart of this Deed executed by the party sending the facsimile or email transmission.

**IN WITNESS** whereof this Deed has been executed on the date above written

Executed by [name] as representative )  
of [New Hapū] in the presence of )  
)

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness



\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)  
)  
)

\_\_\_\_\_  
[Name of Trustee]  
[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)  
)  
)

\_\_\_\_\_  
[Name of Trustee]  
[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

---

Occupation

---

Address



### *Appendix Three: Te Whakaaetanga Mandate Strategy (December 2023)*

# TE WHAKAAETANGA TRUST

14 December 2023

*Mandate  
Strategy*

Contact Name	Contact Details
Herb Rihari Chairperson	Email: <a href="mailto:herb@tewhakaetanga.co.nz">herb@tewhakaetanga.co.nz</a> M: 0274900630



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***Ko te hononga tai,  
Ko te hononga Hapū..  
The binding tide is also that which binds Ngā Hapū Te Whakaaetanga  
(nā Arapeta Hamilton)***

## **1. KUPU WHAKATAKI**

- 1.1 Te Whakaaetanga is a hapū grouping of coastal hapū who exercise our hapū Rangatiratanga, our Ahikaatanga<sup>1</sup> in Pēwhairangi, Te Moana Pikopiko i Whiti, Tokerau and Ī Pīpiri. We are Ngāti Kuta, Ngāti Manu me ngā Hapū Rīriki - Te Uri o Raewera and Te Uri Karaka, Ngāti Torehina ki Matakā and Patukeha.
- 1.2 In May 2013, Ngāti Kuta, Patukeha, Ngāti Manu and Te Kapotai presented our Hapū claims before the Waitangi Tribunal. We were all active in the Taiwhenua collective, Ngā Hapū o Te Takutai Moana, including Ngāti Torehina Ki Matakā, who advocated for Hapū Rangatiratanga. Ngā Hapū o Te Takutai Moana, like all the Taiwhenua, actively opposed the Tūhoronuku Independent Mandated Authority (“TIMA”). However, in 2014, Ngāti Kuta and Patukeha withdrew from that collective due to differing views about Hapū Rangatiratanga. Ngāti Manu had already withdrawn, declared their Hapū Rangatiratanga via the media. “*Mā Ngāti Manu, Nā Ngāti Manu - e ai ki a Ngāti Manu*”.
- 1.3 In response to that withdrawal, Ngāti Kuta, Patukeha and Ngāti Manu engaged with other like-minded Hapū who wanted to work together, to form a collective to pursue negotiations of their respective settlement with the Crown. There followed several hui in 2016, held at Te Rāwhiti and Waitangi between Ngāti Kuta, Patukeha, Ngāti Rāhiri, Ngāti Kawa and Te Kapotai claimants and kaumatua who eventually formed He Kawenata, the forerunner to Te Whakaaetanga Alliance.
- 1.4 Te Whakaaetanga Alliance was finally formalised in a Memorandum of Understanding (“MOU”) signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018 at Karetū, by kaumatua Moka Kaenga Maata Puru, Mārara Te Tai Hook, Shirley Hakaraia, Tauhia Te Tai, and Arapeta Hamilton. Ngāti Torehina ki Matakā signed the MOU on their maunga Matakā in May 2019 by Moka Kaenga Maata Puru, Shirley Hakaraia, Joyce Baker, Tauhia Te Tai, Hurihanga Rīhari, Hugh Te Kiri Rihari and Herb Rīhari. Many whānau joined both signing occasions, where everyone made a commitment to build unity of purpose and to work together to achieve the best outcomes for all. A wonderful hīkoi was made to Wharengaere followed by a delicious hāngi. Ko Te Hononga Tai - Ko Te Hononga Hapū
- 1.5 Once the Crown removed its recognition of TIMA in December 2019, Ngā Hapū Te Whakaaetanga sought to gain recognition as a hapū grouping from the Minister for Treaty of

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<sup>1</sup> Loosely translated to “Area of Right” – Ahikaatanga is the preferred term for Te Whakaaetanga to describe their hapū core rohe. Te Whakaaetanga is aware that for Treaty Settlement purposes the Crown preferred terminology is Area of Interest which reflects that these areas do not represent exclusive claim areas or areas of exclusive interest.

Waitangi Negotiations. Ngā Hapū Te Whakaaetanga sought clarification about how we might enter into a hapū-driven negotiation process with the Crown and seek a hapū-based settlement.

- 1.6 Te Whakaaetanga Alliance engaged with Crown officials on a number of occasions to discuss and prepare a mandate proposal. The mandate proposal was accepted by the Crown, and on 21 December 2020, the Minister for Treaty of Waitangi Negotiations confirmed Te Whakaaetanga as a hapū grouping.

## **2. TE KAUPAPA O TE WHAKAAETANGA**

- 2.1 Te Whakaaetanga Alliance formed Te Whakaaetanga Trust for the purpose of seeking a mandate on behalf of the affiliate hapū. Te Whakaaetanga Trust Deed was presented to each of Ngā Hapū Te Whakaaetanga on several occasions for their direct feedback and input. After a highly challenging period, and several iterations, the Deed was finalised for signing.
- 2.2 A signing hui was notified via individual Hapū communications and Te Whakaaetanga Trust was ultimately formed with the endorsement of Ngā Hapū Te Whakaaetanga on 14 January 2023. Signing took place at Kerikeri, hosted by Ngāti Torehina ki Matakā. Unfortunately, there was a clash of hui at Waitangi and several kaumātua were unable to attend.
- 2.3 Te Whakaaetanga Trust is designed to be a vehicle through which Ngā Hapū Te Whakaaetanga can collectively participate in the Crown negotiation process, with the ultimate goal of achieving hapū based settlement that is durable and recognises that each hapū maintains their own mana and rangatiratanga.
- 2.4 Accordingly, Te Whakaaetanga Trust is seeking a mandate to represent Ngā Hapū Te Whakaaetanga including, administering and overseeing the negotiations process with the Crown for the comprehensive settlement of the historical Tiriti o Waitangi claims of Ngā Hapū Te Whakaaetanga.
- 2.5 Te Whakaaetanga Trust has prepared this mandate strategy to set out the process it will follow to obtain a durable mandate to represent Ngā Hapū Te Whakaaetanga to enter into negotiations with the Crown for a comprehensive settlement of the historical claims of Ngā Hapū Te Whakaaetanga.
- 2.6 Te Whakaaetanga Trust will not be the Post-Settlement Governance Entity (“PSGE”) for Ngā Hapū Te Whakaaetanga but will be mandated to give directions to the hapū negotiators about what type of redress will be appropriate to recognise the Tino Rangatiratanga of Ngā Hapū Te Whakaaetanga. Accordingly, Te Whakaaetanga Trust undertakes to present an initialled Deed of Settlement and proposed PSGE arrangements to Ngā Hapū Te Whakaaetanga for their endorsement and ratification.



### 3. TE TINO RANGATIRATANGA

3.1 Hapū tino rangatiratanga (absolute traditional authority) has been well embedded throughout our hapū territories since time immemorial and never extinguished. That authority was declared internationally on 28 Oct 1835 through He Whakaputanga o te Rangatira o Nu Tirene (“He Whakaputanga”) which set the platform for Te Tiriti o Waitangi.

3.1.1 Our unextinguished authority has been further recognised and endorsed by Te Paparahi o Te Raki (Wai 1040) Waitangi Tribunal Inquiry and formally documented in the Wai 1040 Stage 1 Report. The Stage 1 Inquiry Report findings were further affirmed and strengthened by the Stage 2 Inquiry Report.

3.1.2 Ko te Hapū te kaipūpuri i te mana kaitiaki o ngā whenua me erā atū taonga. Ko ngā Hapū anō hoki te mana whakahaere i ngā tikanga me ngā mahi.

3.1.3 Ngā Hapū Te Whakaaetanga held the mantle of guardianship of the land and other possessions. It was also Ngā Hapū Te Whakaaetanga who held the mantle of governance of the customs and things to be done.

3.1.4 The rangatira who signed He Whakaputanga declared that rangatiratanga and mana in relation to their territories rested only with them on behalf of their hapū and that no one else but them could make law within their territories, nor exercise any function of government except under their authority.

3.2 The formal recognition of our unextinguished tino rangatiratanga, that we retained our traditional authority, sets the foundation from which our mandate and negotiations for settlement will be prosecuted.

3.3 In particular, the Waitangi Tribunal in its Stage 1 Report has found:

*The rangatira who signed Te Tiriti o Waitangi in February 1840 did not cede their sovereignty to Britain. That is, they did not cede authority to make and enforce law over their people or their territories.*

*The rangatira agreed to share power and authority with Britain. They agreed to the Governor having authority to control British subjects in New Zealand, and thereby keep the peace and protect Māori interests.*

*The rangatira consented to the treaty on the basis that they and the Governor were to be equals, though they were to have different roles and different spheres of influence. The detail of how this relationship would work in practice, especially where the Māori and European populations intermingled, remained to be negotiated over time on a case-by-case basis.*

*The rangatira agreed to enter into land transactions with the Crown, and the Crown promised to investigate pre-treaty land transactions and to return any land that had not been properly acquired from Māori.*

*The rangatira appear to have agreed that the Crown would protect them from foreign threats and represent them in international affairs, where that was necessary.*

3.4 In its Stage 2 Report the Tribunal has recommended that:

*The Crown acknowledge the Treaty agreement which it entered with Te Raki rangatira in 1840, as explained in our stage 1 report.*

*The Crown make a formal apology to Te Raki hapū and iwi for its breaches of te Tiriti/the Treaty and its mātāpono/principles for:*

*i. Its overarching failure to recognise and respect the tino rangatiratanga of Te Raki hapū and iwi.*

*ii. The imposition of an introduced legal system that overrode the tikanga of Te Raki Māori. iii. The Crown's failure to address the legitimate concerns of Ngāpuhi leaders following the signing of te Tiriti, instead asserting its authority without adequate regard for their tino rangatiratanga which resulted in the outbreak of the Northern War.*

*iv. The Crown's egregious conduct during the Northern War.*

*v. The Crown's imposition of policies and institutions that were designed to wrest control and ownership of land and resources from Te Raki Māori hapū and iwi, and which effected a rapid transfer of land into Crown and settler hands.*

*vi. The Crown's refusal to give effect to the Tiriti/Treaty rights of Te Raki Māori within the political institutions and constitution of New Zealand, or to recognise and support their paremata and komiti despite their sustained efforts in the second half of the nineteenth century to achieve recognition of and respect for those institutions in accordance with their tino rangatiratanga.*

*All land owned by the Crown within the inquiry district be returned to Te Raki Māori ownership as redress for the Crown's breaches of te Tiriti/the Treaty and ngā mātāpono o te Tiriti/the principles of the Treaty.*

*The Crown provide substantial further compensation to Te Raki Māori to restore the economic base of Ngā Hapū Te Whakaaetanga, and as redress for the substantial economic losses they suffered as a result of the Crown's*

*breaches of te Tiriti/the Treaty and ngā mātāpono o te Tiriti/ the principles of the Treaty.*

*The Crown enter discussions with Te Raki Māori to determine appropriate constitutional processes and institutions at national, iwi, and hapū levels to recognise, respect, and give effect to their Tiriti/ Treaty rights. Legislation, including settlement legislation, may be required if the claimants so wish.*

*Our last recommendation above will require consideration of how to enable the meaningful exercise of tino rangatiratanga at national, iwi, and hapū levels. Those discussions and negotiations will occur in part at a constitutional level and will require a sharing of power as envisaged in te Tiriti. We have no doubt that this process will be challenging for the Crown but undertaking it in good faith is essential - if the Treaty partnership and the Crown's own honour is to be restored. It is important that any proposed resolution to the claims involve the legislative and policy reform necessary to reset the relationship between tino rangatiratanga and kāwanatanga so that the promises of te Tiriti are realised.*

- 3.5 Hapū Rangatiratanga is therefore at the heart of Te Whakaaetanga Mandate Strategy and recognises that each hapū have come together for a common purpose, which includes to work together in order to achieve meaningful outcomes which recognise the independence of hapū.

## **4. NGĀ HAPŪ TE WHAKAAETANGA**

- 4.1 Te Whakaaetanga is a collective group of Hapū including;
- 4.1.1 Ngāti Kuta;
  - 4.1.2 Patukeha;
  - 4.1.3 Ngāti Manu; and
  - 4.1.4 Ngāti Torehina ki Matakā.
- 4.2 The claimant community of Te Whakaaetanga is comprised of all members of Ngā Hapū Te Whakaaetanga and their associated historical claims (whether they are registered or not). Crown policy provides that all historical claims which fall within the claimant definition set out below, will be included, in whole or in part, of any settlement reached.
- 4.3 Members of Ngā Hapū Te Whakaaetanga are those individuals who, in accordance with the tikanga of their respective hapū, affiliate by whakapapa to an ancestor of Ngā Hapū Te Whakaaetanga, including as described below:



4.3.1 **Member of Ngāti Manu** (and their associated hapū – Te Uri Karaka and Te Uri o Raewera) means any individual who affiliates through whakapapa or descent from Ngāti Manu me Ngā Hapū Rīriki Te Uri o Raewera me Te Uri Karaka.

4.3.2 **Member of Ngāti Kuta**, means any individual who affiliates through whakapapa or descent from Te Nāna, Te Kemara, Whai Hakuene, Huri, Rewharewha, Titore Kuranui, Rewiri Irikohe, Ire, Whakahoe and Paraoa.

4.3.3 **Member of Patukeha**, means any individual who affiliates through whakapapa or descent from Te Wharerahi, Rewa and Moka Kaenga Maata.

4.3.4 **Member of Ngāti Torehina Ki Matakā** means any individual who affiliates through whakapapa or descent from Te Reinga.

4.4 The Wai claims and marae associated with Ngā Hapū Te Whakaaetanga include:

Hapū	Marae	Wai No.	Named claimant(s)
Ngāti Kuta	Te Rāwhiti	1307	Matutaera Te Nana Clendon, Robert Sydney Willoughby, Te Aroha Rewha, and Marara Kaweroa Hook
		1958	David Clarke, Harata Clarke, Rihi Hau (dec)
Patukeha	Kaingahoa	1140	Kataraina Hemara (dec), Moka Puru (dec), Moses Witehira, Shirley Louise Hakaraia and Peti Ahitapu (dec)
		2022	Rau Hoskins on behalf of Motu Kokako Ahu Whenua Trust
		1958	David Clarke, Harata Clarke, Rihi Hau (dec)
Ngāti Manu	Te Karetū	354	Arapeta Witika Pomare Hamilton on behalf of descendants of Pomare II and members of the Ngāti Manu, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes
		1514	Pita Apiata on behalf of Ngāti Kawa and Ngāti Manu
		1535	Joyce Baker and Deon Baker on behalf of descendants of Pomare II and members the Ngāti Manu, Ngāti Rahiri ki Waitangi, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes

		49	Sir James Clendon Henare on behalf of the members of Ngāti-Hine, Ngāti-Manu, Te Kapotai and Ngapuhi-nuitonu Taumarere River & Te Moana o Pikopiko-i-whiti claim
Ngāti Torehina ki Matakā	Haratū	1508	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari and Herbert Vincent Rihari for themselves and on behalf of Ngāti Torehina ki Matakā hapū
		1757	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari, Herbert Vincent Rihari and Mama Waiahurangi Rihari-Scott

- 4.5 Ngā Hapū Te Whakaaetanga have been notified by the Crown there are other claims which may be affiliated with Ngāti Manu including:

120	Opuā Lands and Waterways Claim
1440	Ngāti Manu-Otuihu Claim
1484	Paul McIntyre (Ngāti Manu, Ngāti Poro, Ngāti Hine & Ngāpuhi) Claim
2027	Ngāti Hine & Ngāti Manu (Mahanga) Lands & Resources Claim
2244	Ngātau Tangihia (Dargaville) Claim

- 4.6 To the extent those claims, or any other claim not listed above fall within the claimant definition, it is Crown Policy that they will be included in any settlement agreements reached.
- 4.7 Ngā Hapū Te Whakaaetanga recognises other hapū may seek to join Te Whakaaetanga. If that occurs in accordance with this mandate strategy, the claimant definition will be updated accordingly.

## 5. AHIKAATANGA

- 5.1 Ngā Hapū Te Whakaaetanga operate in accordance with their own tikanga and determine their tino rangatiratanga over the lands within their rohe in accordance with the principle of Ahikaatanga.

- 5.2 Loosely translated to “Area of Right” – Ahikaatanga is the preferred term for Te Whakaaetanga to describe their core hapū rohe. Crown consideration of this proposal is ongoing, and discussions will continue throughout the broader negotiations process.
- 5.3 Ahikaatanga includes a duty of protection (exercise of kaitiakitanga) and mana over an area of whenua rangatira, whenua tuku iho (land inherited from our forebears). That duty and presence is secured and demonstrated through:
- 5.3.1 Hapū whakapapa to the whenua rangatira;
- 5.3.2 a proven historical record of the undisturbed existence and tenure over that territory;
- 5.3.3 having at least one descendant who is living in/on the tribal territory;
- 5.3.4 having at least one descendant who can provide an authoritative and representational view, position and/or perspective on their territory; and
- 5.3.5 having their own maunga, awa, moana, marae and wāhi tapū.
- 5.4 Ngā Hapū Te Whakaaetanga acknowledge the landlessness of hapū resulting from Crown usurpation. We support their right to reclaim mana whenua and practice their Ahikaatanga.
- 5.5 A description of Ngā Hapū Te Whakaaetanga Ahikaatanga areas includes:

Ngāti Kuta and Patukeha *	Ngāti Manu	Ngāti Torehina ki Matakā
Kei Taupiri ki te tonga, Anga ki Motūkōkako ki te marangai, Anga atū ki Tikitiki ki te hauraro, Hoki atū ki Tāpeka, ki Kororāreka kei te hauāuru	Te Awa Tapū o Taumārere, Te Moana o Pikopiko i Whiti, Te Moana o Ipipiri Hokianga, Taiaimai, Kororareka, Opuā, Taumarere, Ruapekapeka, Whāngārei, Pouerua, Te Karetu, Puketona, Arakanihi	Mai i Ngākiriparauri tae noa atu ki Waihapuku (ki te tonga). Ki Tureikura, ko Tunapohepohe, ko Matapuratahi tae noa atu ki Hohi (Oihi) ko Rangihoua, te Pa Tapu o mātou Tupuna. Ki Te Puna, ka tae ki Poraenui, ki te kiokionga o te whenua. Ki Pirinoa, ko Kaihiki, ki Wharengaere, te kainga o mātou Tupuna. Ki Patunui, ki Tangitu, ki Oneroa, ki Kaira, ko te Korotangi, ko te Kowhai i reira ka whakawhiti atu ki Ngakiriparauri i ei ko Ngāti Torehina ki Matakā.

\*shared rohe of Ngāti Kuta and Patukeha.

- 5.6 Maps depicting the Ahikaatanga areas of each of Ngā Hapū Te Whakaaetanga are annexed at **Appendix B**.



- 5.7 Ngā Hapū Te Whakaaetanga acknowledges other hapū may have overlapping interests including:

Overlapping Interests			
Te Kapotai	Ngāti Hine	Ngāti Rēhia	Ngāti Rāhiri
Ngāti Kawa	Te Ngare Hauata	Ngāti Pare	Ngāti Hau
Te Uri Taniwhā	Ngāti Wai	Whangaroa Papa Hapū	

- 5.8 Te Whakaaetanga Trust and Ngā Hapū Te Whakaaetanga will continue to work with their neighbouring hapū in accordance with tikanga to find solutions.
- 5.9 Subject to a Deed of Mandate being recognised by the Crown, Te Whakaaetanga Trust and Ngā Hapū Te Whakaaetanga will inform the Crown of any agreements reached between Te Whakaaetanga Trust and any neighbouring hapū.

## 6. MĀ TE HAPŪ ANŌ TE HAPŪ E KŌRERŌ

- 6.1 Te Whakaaetanga Trust recognises hapū rangatiratanga is paramount in the decision-making process. Each hapū of Te Whakaaetanga has therefore sought to undertake comprehensive engagement with their own hapū to set the direction for Te Whakaaetanga Trust.
- 6.2 The following hui have been undertaken in the lead up to and following the establishment of Te Whakaaetanga Trust:

Ngāti Manu	Ngāti Kuta	Patukeha	Ngāti Torehina ki Mataka
14 Feb 2021 Hapū hui after KMC	<u>11 December 2021</u> Ngāti Kuta hapū hui, preparations to engage planning establishment of TWT	<u>Sat 6 Aug 2022</u> Ngā Hapū Te Whakaaetanga Wānanga - Road Map to Mandate Te Rāwhiti Marae	<u>25 March 2023</u> NTKM Hapū Hui held at St James Hall, 209 Kerikeri Road, Kerikeri.
11 April 2021 Tahuhu after KMC			<b>Purpose:</b> Among other things was to review the Mandate Strategy ideas we agreed to in March 2020.
21 Sept 2021 Tahuhu after KMC	<u>28 May 2022</u> Hapū hui, TWT trust planning and registrations	<u>Sat 14 Jan 2023</u> Trust Deed signing Kerikeri	
2,9,30 March 2022 – Tahuhu (Z)			<u>27 May 2023</u> NTKM Hapū Hui held at St James Hall, 209 Kerikeri Road, Kerikeri.
6,13,27 April 2022 – Tahuhu (Z)	<u>7 June 2022</u> Ngāti Kuta & Patukeha Trustees, TWT planning	<u>Sat 18/19 Mar 23</u> Stage 2 Report/ Hapū Mandate Discussions	
4,11,18,25 May 2022 – Tahuhu (Z)	<u>2 July 2022</u> NK Hapū hui, TWT & Registrations	<u>Sun 9 Apr 2023</u> NKPK Joint Hapū Hui Kaingahoa	<b>Purpose:</b> Hapū endorsement of our trustees to TWT in accordance with clause
1,15,22, 29 June 2022 – Tahuhu (Z)			

19 June Tahuhu after KMC	<u>6 August 2022</u> TWT engagement with TWT hapū at Te Rāwhiti. Present the strategy and draft deed	<u>Sat 13 May 2023</u> NKPK Joint Hapū Hui Te Rāwhiti	10 & 11 of the TWT Deed (Initial Trustees) so as to ensure continued momentum of the Mandate Strategy.
20, 27 July 2022 – Tahuhu (Z)		<u>Sat 3 Jun 2023</u> Te Rūnanga o Patukeha AGM Draft Mandate Proposal	
10 July Tahuhu after KMC	<u>28 August 2022</u> Ngāti Kuta Hapū, TWT & Registrations	Te Rāwhiti Marae	<u>17 June 2023</u> Hāpu Wānanga held at Te Kura Kaupapa Maori O Te Raki Pae Whenua, 7 Ceres Crt, Rosedale. Albany, Auckland.
6 Aug 2022 – TWA hapū hui at Rawhiti – Present strategy & draft deed	<u>1 October 2022</u> Ngāti Kuta & Patukeha Hapū hui, TWT, mandate planning, Registrations and Draft Deed	<u>Sun 11 Jun 2023</u> Te Rūnanga o Patukeha Trust endorse TROP Mandate Strategy Kaingahoa	
3, 17, 24, 31 Aug 2022 – Tahuhu (Z)		<u>Sat 24 Jun 2023</u> NKPK Joint Hapū Hui Presentation draft Joint Mandate Strategy	<b>Purpose:</b> Providing an opportunity for NTKM uri to connect with our Treaty Claim campaign from the ‘Pre-Hearings’ phase of 2007 through the pre-TWT period, right up to the current stage of Mandate Strat preparations. Again, geared towards maintaining momentum and internal cohesion and understanding.
7 Sept 2022 – Tahuhu (Z)	<u>5 November 2022</u> Ngāti Kuta hapū hui, TWT, trust deed, mandate panning, Registrations	Te Rāwhiti Marae	
11 Sept Hapū Hui after KMC at Karetu		<u>Sat 8 July 2023</u> TW Wānanga Ahikaatanga	
5, 12, 19, 26 Oct 2022 – Tahuhu (Z)	<u>14 January 2023</u> TWT trust deed signing	Te Rāwhiti Marae	
2, 9, 16 Nov 2022 Tahuhu (Z)	<u>5 March 2023</u> Ngāti Kuta hapū hui, TWT & Mandate planning, Registrations	<u>Sat 15 July 2023</u> Launch Patukeha Mandate Strategy	
Jan 2023 Kerikeri – Trust Deed signed	<u>13 May 2023</u> Kaumatua and kuia hui, TWT and redbook process & mandate plan	Te Rāwhiti Marae	
	<u>13 May 2023</u> Ngāti Kuta hapū hui, TWT, Redbook & mandate plan, registrations		
	<u>24 June 2023</u> Endorsement of mandate plan		

- 6.3 Hapū endorsement will be required at each critical stage of the mandate and broader negotiation process. Hapū will appoint the Trustees of Te Whakaaetanga Trust and will also appoint the Negotiators who will negotiate with the Crown. Hapū retain the ability to remove Trustees and Negotiators and to withdraw from the process.
- 6.4 Hapū decisions must be made at a notified hapū hui and must follow the relevant hapū tikanga. Communication of hapū decisions must come through the Hapū Trustees on Te Whakaaetanga and must be endorsed by the recognised hapū governance entity.
- 6.5 The following hapū governance entities are recognised by the relevant hapū as at the date of this Mandate Strategy:
- 6.5.1 Patukeha Hapū – Te Rūnanga o Patukeha;
- 6.5.2 Ngāti Kuta Hapū – Ngāti Kuta ki Te Rāwhiti Charitable Trust;
- 6.5.3 Ngāti Torehina ki Matakā Hapū – Kahui Poutiaki o Ngāti Torehina ki Matakā (“KPON”);  
and
- 6.5.4 Ngāti Manu – Karetū Maori Committee.
- 6.6 The Hapū governance entities will not be involved in the Mandate or Negotiations except to the extent that they will be involved in endorsing hapū decisions which will then be communicated through the relevant Trustee.

## 7. TE WHAKAAETANGA TRUST

### Ngā Mātāpono

- 7.1 Te Whakaaetanga Trust is founded on the following key principles of Te Whakaaetanga:

***Kōtahitanga:** The parties will work together to build unity of purpose and solutions that are workable and acceptable to all parties. The parties have a commitment to work together to achieve the best outcomes for all hapū who are party to this deed;*

***Whanaungatanga:** Recognise the shared whakapapa and tikanga of Ngā Hapū Te Whakaaetanga and acknowledge that Te Whakaaetanga will provide a way to strengthen Ngā Hapū Te Whakaaetanga connections with one another. Ko te hononga tai, ko te hononga hapū: The binding tides are also that which bind Ngā Hapū Te Whakaaetanga*

***Hapū Mana Motuhake:** Each hapū has its own mana motuhake, and autonomy within their respective rohe in accordance with mana whenua, mana moana, mana tūpuna, mana wairua and ahikātanga. Each hapū will respect the mana hapū of one another and each hapū will be responsible for communicating with their own hapū.*

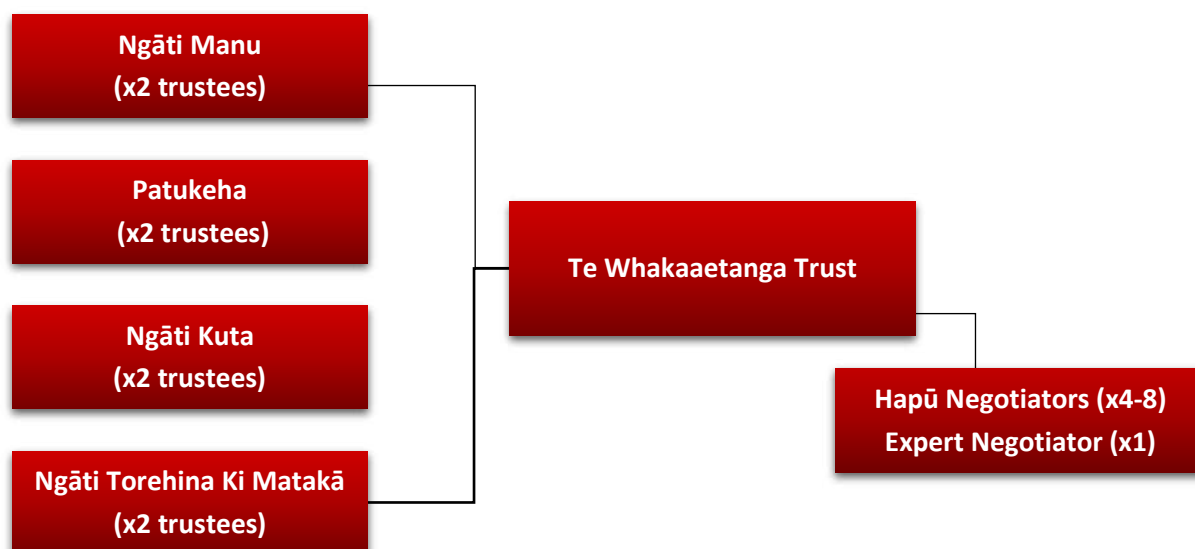
***Hapū Motuhake*** (autonomy): Ngā Hapū Te Whakaaetanga are committed to developing collective strategies that will lead to hapū based redress. This does not rule out the possibility of shared solutions.

***Whakatau Tika*** (accountability): Ngā Hapū Te Whakaaetanga will operate in a manner that promotes open communication, transparency, and the sharing of information. Each hapū acknowledges the accountability and responsibilities owed to our whānau and hapū.

- 7.2 The primary purpose of Te Whakaaetanga Trust is to advance Ngā Hapū Te Whakaaetanga by entering negotiations with the Crown for the collective Treaty of Waitangi/Tiriti o Waitangi settlement of Ngā Hapū Te Whakaaetanga historical claims.
- 7.3 In furtherance of the principles and primary purpose, the object of Te Whakaaetanga Trust is to support the needs of Ngā Hapū Te Whakaaetanga, which includes but is not limited to:
- (a) developing and implementing robust mandate and negotiation strategies;
  - (b) obtaining a robust mandate from Ngā Hapū Te Whakaaetanga;
  - (c) preparing and presenting a draft Deed of Mandate to Ngā Hapū Te Whakaaetanga for feedback and submissions;
  - (d) submitting a Deed of Mandate for Crown recognition;
  - (e) preparing and entering into negotiations with the Crown;
  - (f) facilitating open communication, information sharing, and reporting between Ngā Hapū Te Whakaaetanga and the Crown throughout the mandate and negotiation processes;
  - (g) negotiating a Deed providing redress for Ngā Hapū Te Whakaaetanga with the Crown;
  - (h) presenting an initialled Deed providing redress for Ngā Hapū Te Whakaaetanga for ratification; and
  - (i) assisting Ngā Hapū Te Whakaaetanga to ensure that Ngā Hapū Te Whakaaetanga redress is properly received and distributed to hapū via an appropriate PSGE mechanism.



## Ngā Kaitiaki



- 7.4 Te Whakaaetanga Trust consists of eight (8) trustees appointed by their respective Hapū in accordance with their tikanga. Other trustees may be added where new hapū formally join Te Whakaaetanga.
- 7.5 Each Hapū of Te Whakaaetanga may elect or appoint up to two (2) Trustees and must provide relevant information confirming the appointment in accordance with clause 11.3 of Te Whakaaetanga Trust Deed.
- 7.6 Each Trustee will hold office for a term of three (3) years.
- 7.7 Each year the trustees will nominate a Chairperson, Treasurer and Secretary.
- 7.8 The quorum for any Trustee Meeting is no less than one (1) trustee representing each of Ngā Hapū Te Whakaaetanga.
- 7.9 The current Trustees as appointed by their respective hapū are as follows:

	Patukeha	Ngāti Kuta	Ngāti Manu	Ngāti Torehina Ki Matakā
Initial trustees as at 14 January 2023	Shirley Hakaraia Jamie Hakaraia	Dean Clendon Natasha Clarke-Nathan	Scott Smith Kelly Batistich	Herb Rihari Gideon Rihari
Continuing trustees appointed by their hapū post 1 July 2023	Shirley Hakaraia Jamie Hakaraia	Dean Clendon Natasha Clarke-Nathan	Scott Smith Kelly Batistich	Herb Rihari Gideon Rihari

## **Trustee resignation or removal**

- 7.10 Trustees may resign from Te Whakaaetanga Trust by giving written notice to the remaining Trustees. A Trustee who fails to attend three consecutive meetings of the Board of Trustees without prior written notice and reasonable explanation shall be deemed to have vacated their office.
- 7.11 Where any Trustee acts in a manner that brings or is likely to bring Te Whakaaetanga Trust into disrepute, and all Trustees other than the Trustee in question unanimously resolve as such, the Trustees shall refer his or her actions, with supporting evidence, to his or her hapū to determine whether the Trustee shall be censured or removed.
- 7.12 Te Whakaaetanga Trust Deed provides further detail regarding when a Trustee may cease to hold office and requirements regarding eligibility.

## **Governance and decision-making**

- 7.13 Te Whakaaetanga Trust will:
- (a) guide the negotiations, provide final approval and sign off on key milestones and documents such as the Terms of Negotiations, the Agreement in Principle and the Deed of Settlement;
  - (b) be accountable to Ngā Hapū Te Whakaaetanga and keep the interests of the Hapū at the forefront of the Treaty settlement process;
  - (c) report to Ngā Hapū Te Whakaaetanga on a regular basis including holding an Annual General Meeting in each calendar year;
  - (d) maintain a robust and transparent process;
  - (e) oversee and co-ordinate all aspects of negotiations including the contracting of specialist advice when required; and
  - (f) monitor and report on all financial matters, throughout the mandating and Treaty Settlement process.
- 7.14 The Te Whakaaetanga Trust Deed provides for the following:
- (a) Trustees will make decisions by way of a majority of hapū;
  - (b) minutes of the Trustees meetings and resolutions will be kept;
  - (c) major decisions of the Te Whakaaetanga Trust (clauses 15.11 and 15.12 of Te Whakaaetanga Trust Deed) will be referred to an AGM or SGM for decision by the Hapū; and
  - (d) hapū decisions will be by unanimous vote of hapū and discussed where unanimity is not initially achieved.

## **Communication and reporting**

- 7.15 Te Whakaaetanga Trust will ensure that all communication and reporting to hapū about the mandate and negotiations process is clear and consistent.
- 7.16 The trustees of each hapū will have the overall responsibility for reporting back to their hapū to ensure Te Whakaaetanga Trust Mandate is kept current.
- 7.17 Te Whakaaetanga Trust will provide quarterly reports on key milestones such as:
- (a) achieving Crown recognition of mandate;
  - (b) Terms of Negotiation;
  - (c) an Agreement in Principle;
  - (d) Deed of Settlement;
  - (e) PSGE structuring;
  - (f) ratification of any settlement package and the PSGE; and
  - (g) progression of research activity.
- 7.18 Te Whakaaetanga Trust will hold an annual general meeting each year and will otherwise provide updates on the settlement negotiations via:
- (a) hapū trustees at hapū hui;
  - (b) Te Whakaaetanga Trust website;
  - (c) quarterly newsletters;
  - (d) information hui;
  - (e) pānui and mail outs;
  - (f) social media; and
  - (g) newspaper advertisements.
- 7.19 Te Whakaaetanga Trust will establish a separate bank account to manage funding received for the purposes of progressing through the Mandate and Negotiations.
- 7.20 Te Whakaaetanga Trust will keep true and accurate accounts of all money received and expended. Te Whakaaetanga Trust will report to Te Arawhiti (as required by Te Arawhiti) on all funding provided to it. Te Whakaaetanga Trust will also report on financial matters to Ngā Hapū Te Whakaaetanga annually.

## **Dispute resolution**

- 7.21 The Te Whakaaetanga Trust Deed sets out a process for dispute resolution. If a dispute between one or more Hapū of Te Whakaaetanga or their representatives arises out of or in connection

with Te Whakaaetanga Trust, Ngā Hapū Te Whakaaetanga and/or their representatives must first hui/wananga in accordance with tikanga to try to resolve the dispute.

7.22 Where a dispute cannot be resolved by hui or wānanga within two (2) months', the affected hapū must provide notice in writing ("Dispute Notice") of the continued dispute to the Trustees. Any such notice must:

- (a) be signed by at least 10 members of the hapū raising the dispute;
- (b) outline the issues in dispute and the resolution(s) sought; and
- (c) list the persons/groups with whom the dispute relates to.

7.23 Upon receipt of any Dispute Notice, the Trustees shall within 30 days schedule a meeting with all relevant persons/groups to:

- (a) agree the list of issues; and
- (b) agree up to three (3) pou tikanga/pūkenga to be appointed to determine the issue. Where agreement cannot be reached as to the appointment of pou tikanga or pūkenga, the Trustees will appoint pou tikanga or pūkenga of their choosing.

## **Tikanga process**

7.24 The pou tikanga/pūkenga agreed or appointed shall:

- (a) review the agreed list of issues;
- (b) request any further information they may need from the relevant persons/groups involved; and
- (c) determine the relevant process to be followed by the persons/groups to resolve the dispute including but not limited to:
  - i. adopting the guiding principles set out in Te Whakaaetanga Trust Deed to assist with resolving the dispute,
  - ii. requesting to meet with the persons/groups involved where they deem it necessary to do so,
  - iii. within three (3) months of their appointment, report their findings in respect of each issue and determine what actions (if any) are required to resolve the issue(s).
- (d) The Trustees shall rely on the findings of the pou tikanga/pūkenga in resolution of the dispute.

## **Withdrawal from Te Whakaaetanga Trust**

7.25 Hapū must first undertake the Dispute Resolution process before they are able to seek withdrawal from Te Whakaaetanga Trust.



- 7.26 If any Hapū, having endeavoured to resolve any issues in accordance with tikanga, wish to withdraw from Te Whakaaetanga they must:
- (a) provide notice in writing to Te Whakaaetanga Trust signed by the Hapū governance entity chairperson and/or the Te Whakaaetanga Trustees;
  - (b) provide evidence of a hapū decision being made in accordance with tikanga including notice of a hapū hui, minutes, and attendees; and
  - (c) participate in a special general meeting to be called by the Trustees within 10 days of receiving the notice.
- 7.27 If at the conclusion of the SGM the hapū still wishes to withdraw, Te Whakaaetanga Trust must accept their decision and that hapū will no longer be entitled to benefit from Te Whakaaetanga or the Mandate. If that hapū seeks to re-join Te Whakaaetanga at a later stage in the process, they will be open to, subject to approval from Te Whakaaetanga Trust hapū.

## **Joining Te Whakaaetanga Trust**

- 7.28 There has always been an invitation extended to other hapū of the Pēwhairangi/Ipipiri Taiwhenua to join Te Whakaaetanga Trust. That will remain the case, however, the final decision will rest with those existing hapū of Te Whakaaetanga who will decide at an AGM or SGM and will consider the following:
- (a) The hapū readiness to proceed;
  - (b) The hapū agreeing to be bound by the existing Trust and process adopted by Te Whakaaetanga;
  - (c) The hapū agreeing to be bound by the principles adopted by Te Whakaaetanga; and
  - (d) The impacts on the existing hapū progress and timeframes.
- 7.29 It is ultimately the decision of Ngā Hapū Te Whakaaetanga as to whether a hapū is able to join an existing mandate. Should a hapū be successful in joining, Te Whakaaetanga will advise the Crown in writing of this change in mandate.
- 7.30 If a hapū successfully joins Te Whakaaetanga, after a mandate has already been conferred, the mandate to negotiate will automatically be extended to that hapū and all provisions of Te Whakaaetanga Trust Deed will apply to them.

## **Te Whakaaetanga Negotiators**

- 7.31 There will be no more than two (2) hapū negotiators appointed by each hapū of Te Whakaaetanga in accordance with their hapū tikanga.
- 7.32 Hapū Negotiators must in the opinion of their respective hapū have sufficient skills, knowledge, and expertise to carry out the role of Hapū Negotiator. In accordance with Schedule 4 of Te

Whakaaetanga Trust Deed, Hapū Negotiators are appointed by endorsement of their Hapū at a Hapū Hui and on the confirmation of the Trustees.

7.33 Hapū Negotiators may also be Trustees of Te Whakaaetanga Trust.

- (a) the role of Ngā Hapū Te Whakaaetanga Negotiators shall be: To negotiate with the Crown, in accordance with the Negotiation Strategy developed by the Trustees and Hapū, the collective and individual Treaty of Waitangi/Tiriti o Waitangi settlement on behalf of the affiliated hapū of Te Whakaaetanga;
- (b) to take instruction from Ngā Hapū Te Whakaaetanga through directions from the Trustees; and
- (c) to act in the best interests of Ngā Hapū Te Whakaaetanga.

7.34 In addition to the Hapū negotiators, Te Whakaaetanga Trust will be able to appoint one (1) further negotiator as required from time to time for their specific expertise.

7.35 Negotiators must report to Te Whakaaetanga Trust monthly or otherwise as required.

7.36 Negotiators may be removed in the same manner as a Trustee of Te Whakaaetanga Trust or may be directed by Te Whakaaetanga Trust to suspend negotiations or **stand down from the position where a Negotiator is acting in breach of their obligations.**

## **8. TE RAUTAKI WHAKAAETANGA**

8.1 The Mandate Strategy Te Whakaaetanga is undertaking is hapū-driven. It will provide the ability for hapū to discuss and agree to a mandate being conferred in accordance with their own tikanga.

### **Mandate hui**

8.2 Te Whakaaetanga Trust will support each hapū to run their own independent mandate information hui and mandate endorsement hui and processes. This will include preparing and distributing mandate information including:

- a) hui notices and agenda;
- b) mandate presentations;
- c) Te Whakaaetanga Trust mandate strategy;
- d) Te Whakaaetanga Trust Deed;
- e) the resolution to be considered; and
- f) details of Ngā Hapū Te Whakaaetanga mandate endorsement process.

8.3 Each mandate presentation will include the following information:

- a) What is a mandate?;

- b) Where the mandate fits into the overall Crown Treaty Settlement Process;
- c) Te Whakaaetanga Trust – the group who will be seeking your mandate; and
- d) The Mandate Process – how each hapū can have their say.

### Hui locations

8.4 Mandate hui will take place across Aotearoa, online, and within the rohe of the hapū. A summary of the various hui is set out below:

Mandate Information Hui			
LOCATION	DATE	VENUE	TIME
<b>Patukeha Hapū</b>			
Te Rāwhiti	Sun 11 Feb 2024	Te Rāwhiti Marae	10:00am
Online	Sat 17 Feb 2024	Online	10:00am
Tāmaki	Sat 24 Feb 2024	Hoani Waititi Marae	10:00am
Online	Sat 2 Mar 2024	Online	10:00am
Te Rāwhiti	Sat 9 Mar 2024	Te Rāwhiti Marae	10:00am
<b>Ngāti Kuta Hapū</b>			
Rāwhiti	Sat 9 Mar 2024	Te Rāwhiti Marae	1:00pm
Whangārei	Sat 30 Mar 2023	Kensington Stadium	10:00am
Online	Sat 6 Apr 2024	MS Teams	10:00am
Auckland	Sat 13 Apr 2024	Te Mahurehure Marae	10:00am
Online	Sat 27 April 2024	Online	3:00pm
Rāwhiti	11 May 2024	Te Rāwhiti Marae	10:00am
<b>Ngāti Manu, Te Uri Raewera, Te Uri Karaka</b>			
Karetu	Sat 17 Feb 2024 (Te Rā o Pomare)	Karetu Marae	10:00am
Online	Sun 3 Mar 2024	Online	6:00pm
Auckland	Sat 16 Mar 2024	Auckland (TBC)	10:00am & 2:00pm
Auckland	Sat 16 Mar 2024	Auckland (TBC)	6:00pm
Online	Wed 27 Mar 2024	Online	6:00pm
Karetu	Sat 14 Apr 2024	Karetu Marae	12:00pm
Online	Sat 14 Apr 2024	Online	6:00pm
Karetu	Sat 27 Apr 2024	Karetu Marae	10:00am
<b>Ngāti Torehina ki Matakā</b>			
Auckland	Sat 17 Feb 2024	Conifer Grove School, Takanini	10:00am
Kerikeri	Sat 24 Feb 2024	Kerikeri (TBC)	10:00am
Wharengaere	Sat 30 Mar 2024	Wharengaere, beachfront marquee	10:00am

## Advertising

- 8.5 Te Whakaaetanga Trust will advertise hapū mandate information hui in advance of the hui and each hapū will disseminate the information including by publishing hui advertisements via their own websites, social media platforms and in local newspapers of their choosing.
- 8.6 Hui will be notified at least 21 days in advance and will include dates, locations, and details of the hui.

## Resolution to be voted on

- 8.7 Te Whakaaetanga Trust will put the following resolution to Ngā Hapū Te Whakaaetanga for consideration:

*The acceding hapū<sup>2</sup> of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as “Ngā Hapū Te Whakaaetanga”) mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed.*

## Voting and decision-making

- 8.8 As noted above, the Te Whakaaetanga Trust Mandate process will be a hapū-driven process. Each of the hapū Trustees have consulted with their hapū about how they wish to decide on a mandate in accordance with their tikanga.
- 8.9 Voting and decision-making on the above resolution will therefore occur by adopting a variety of different mechanisms (including third party voting platforms such as Electionz, and in person voting) based on the preferred approach by that hapū.
- 8.10 All hapū have decided there will no Proxy Voting available for the mandate process. This is in recognition of their hapū tikanga and the fact that each hapū have provided several opportunities for their members to be informed and seek to participate in the process.
- 8.11 An overview of each hapū process for decision-making is set out in **Appendix C**.
- 8.12 All hapū members will be encouraged to carefully review the process for their relevant hapū to understand how they will be able to participate.

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<sup>2</sup> As at the date of this Mandate Strategy, the acceding hapū are Ngāti Torehina ki Matakā, Ngāti Manu, Ngāti Kuta and Te Patukeha.

- 8.13 The outcome of each hapū mandate process will be communicated by Te Whakaaetanga Trust to the Crown.



## **APPENDIX A – TE WHAKAAETANGA TRUST DEED**

# TE WHAKAAETANGA TRUST DEED

DATED THIS 14<sup>th</sup> DAY OF JANUARY 2023

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# TRUST DEED OF TE WHAKAAETANGA TRUST

DATED THIS 14<sup>th</sup> DAY OF JANUARY 2023

## PREAMBLE

- A. The parties to this deed are the hapū of Te Whakaaetanga, being Ngāti Kuta, Patukeha, Ngāti Manu (me Ngā Hapū Ririki, Ngā Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka) and Ngāti Torehina ki Matakā.
- B. Te Whakaaetanga Alliance (“**Te Whakaaetanga**”) was established by way of a Memorandum of Understanding (“**MOU**”) signed by Ngāti Kuta, Patukeha and Ngāti Manu in 2018. The key purpose of Te Whakaaetanga is to form a collective of hapū to advance Treaty of Waitangi/Te Tiriti o Waitangi redress on behalf of their respective hapū.
- C. In May 2019 Ngāti Torehina ki Matakā signed the MOU and joined Te Whakaaetanga. The option will remain open to other hapū to join Te Whakaaetanga in accordance with this Deed.
- D. Te Whakaaetanga have been confirmed by the Crown as a collective to initiate steps to obtain a mandate to enter into negotiations with the Crown.
- E. Te Whakaaetanga and any trustees appointed under this Deed will be guided by the Te Whakaaetanga Guiding Principles set out in the **FIRST SCHEDULE** to this Deed.
- F. This Deed establishes Te Whakaaetanga Trust, and sets out the terms upon which Te Whakaaetanga will operate.

## PART A – NAME AND PURPOSES

### 1. DEFINITIONS AND INTERPRETATION

In this Deed, unless the context otherwise requires:

1.1. A singular term shall be construed to mean the plural where necessary, and a plural term the singular

#### 1.2. Defined Terms

**Acceding Hapū** means a Hapū that has signed or acceded to the Trust Deed in accordance with clauses 30.1 and 30.2 and signs a Deed of Accession agreeing to be bound by the provision of this Trust Deed;

**Adult Member** means any person who is 18 years of age or above who is a Member of any Hapū of Te Whakaaetanga;

**Beneficiaries** means any person who is a Member of an Acceding Hapū. Membership of an Acceding Hapū will be determined by the respective Hapū and otherwise as set out in this Deed;



**Claimants** are the individuals or groups referred to in any Historical Claim provided for in this Deed;

**Commencement Date** the Commencement Date of the Trust shall be the date the Trust Deed is signed by all of the Initial Trustees.

**Hapū of Te Whakaaetanga (Hapū)** means Ngāti Kuta, Patukeha, Ngāti Manu and Ngāti Torehina ki Matakā and any Acceding Hapū.

**Hapū Vote** means the process set out in clause 19.

**Historical Claim** means every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the date in which redress is agreed) that any hapū of Te Whakaaetanga, had at, or at any time before, the date upon which redress is agreed, or may have at any time after the date upon which redress is agreed, and that:

- (a) Is, or is founded on, a right arising;
  - (i) From Treaty of Waitangi/Te Tiriti o Waitangi or its principles; or
  - (ii) Under legislation; or
  - (iii) From a fiduciary duty; and
- (b) Arises from, or relates to, acts or omissions before 21 September 1992;
  - (i) By, or on behalf of, the Crown; or
  - (ii) By, or under legislation; and
- (c) Includes the claims listed in the **SECOND SCHEDULE**.

**Initial Trustee** means a Trustee appointed in accordance with clause 10 of this Deed.

**Initial Trustee Term** means the period commencing on the date this Deed is executed, and expiring after 6 calendar months.

**Member of Ngāti Kuta** means any individual who affiliates through whakapapa or descent from Te Nana, Te Kemara, Whai Hakuene, Huri, Rewharewha, Titore Kuranui, Rewiti Irikohe, Ire, Whakahoe and Paraoa, irrespective of where that Member of Ngāti Kuta resides.

**Member of Ngāti Manu** means any individual who affiliates through whakapapa or descent from Ngāti Manu me Ngā Hapū Ririki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka irrespective of where that Member of Ngāti Manu resides.

**Member of Ngāti Torehina** means any individual who affiliates through whakapapa or descent from Te Reinga irrespective of where that Member of Ngāti Torehina resides.

**Member of Patukeha** means any individual who affiliates through whakapapa or descent from Te Wharerahi, Rewa and Moka Kaenga Maata irrespective of where that Member of Patukeha resides.

**Memorandum of Understanding** means the Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019 formalising Te Whakaaetanga between the four hapū.

**Ngāti Kuta** means the hapū of Ngāti Kuta

**Ngāti Manu** means the hapū of Ngāti Manu me ngā hapū Rīriki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka;

**Ngāti Torehina** means the hapū of Ngāti Torehina ki Matakā

**Patukeha** means the hapū of Patukeha

**Te Whakaaetanga** means a large natural grouping formed between Ngāti Kuta, Patukeha, Ngāti Manu and Ngāti Torehina to achieve a mandate to negotiate collective redress with the Crown for their Treaty of Waitangi/Tiriti o Waitangi claims. Te Whakaaetanga was formalised in a Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019.

**Trustee** means a Trustee appointed in accordance with this Deed.

## **2. THE PARTIES – NGĀ HAPŪ**

2.1 The parties to this Deed are the Hapū o Te Whakaaetanga, being those hapū which signed the Te Whakaaetanga Memorandum of Understanding:

- (a) Ngāti Kuta;
- (b) Patukeha;
- (c) Ngāti Manu me ngā hapū Rīriki Te Uri Ongaonga, Te Uri o Raewera me Te Uri Karaka ("Ngāti Manu");
- (d) Ngāti Torehina ki Matakā

2.2 The rohe of each Hapū is set out in the **THIRD SCHEDULE** to this Deed.

2.3 Neighbouring hapū may accede to Te Whakaaetanga Trust Deed in accordance with the process set out in clause 30 of this Deed.

## **3. ESTABLISHMENT OF TRUST**

3.1 The name of the Trust shall be Te Whakaaetanga Trust.

3.2 The Trustees declare that they will give to the Trust the sum of ten dollars (\$10.00) to form the basis of a fund (the "**Fund**") to be held for the purposes outlined in clause 4 and on the terms set out in this deed.

- 3.3 The Trustees will also give to the Trust any available sum advanced by the Crown to support the Trust to seek a mandate and enter into negotiations with the Crown for redress on behalf of the Hapū of Te Whakaaetanga.
- 3.4 The Registered Office of the Trust shall be the offices of Wackrow Panoho & Associates at Level 5, 50 Kitchener Street, Auckland 1010 or such other address as may be determined from time to time by the Trustees.
- 3.5 This Trust is not intended to be used as the Post Settlement Governance Entity ("PSGE") for the individual Hapū of Te Whakaaetanga.

#### **4. PURPOSE**

- 4.1. The Primary purpose of the Trust is to empower and advance the hapū and include any other charitable purpose or purpose beneficial to the Hapū of Te Whakaaetanga as the Trustees may determine.
- 4.2. In furtherance of the Primary Purpose, the Trust shall seek to enter into negotiations for the collective and respective Treaty of Waitangi/Tiriti o Waitangi redress of the Hapū and to advance the objects in clause 5.

#### **5. OBJECTS**

- 5.1 The Primary object of the Trust is to support the needs of the Hapū, and apply the principles agreed to and adopted by the Hapū as set out in the First Schedule towards the charitable purposes of the Trust; including but not limited to the following:
- (a) To develop and implement robust Mandate and Negotiation Strategies to be endorsed by the Hapū to enter negotiations with the Crown as Te Whakaaetanga;
  - (b) To develop a robust Deed of Mandate to be signed by the Hapū of Te Whakaaetanga and the Crown;
  - (c) To prepare for and enter negotiations with the Crown for redress of Te Whakaaetanga Hapū Historic Claims;
  - (d) To act in the collective best interests of all of the Hapū of Te Whakaaetanga;
  - (e) To promote the tino rangatiratanga of the Hapū of Te Whakaaetanga;
  - (f) To promote, uphold and enhance the mana of the Hapū of Te Whakaaetanga;
  - (g) To facilitate open communication, information sharing, and reporting between the hapū and the Crown throughout the mandate and negotiation processes;
  - (h) To successfully negotiate a Deed providing redress for the Hapū with the Crown;
  - (i) To present an initialled Deed providing redress for the Hapū for ratification;
  - (j) To assist the hapū to establish their respective Post-Settlement Governance Entities ("PSGE") and to ensure that the Hapū redress is properly received and distributed to hapū.



## 6. FUNCTIONS

6.1 The Trustees will apply the principles agreed to and adopted by the Hapū as set out in the **FIRST SCHEDULE** in exercising their functions. These functions include the following;

- (a) To inform the Hapū Members of the process undertaken by the Trust to obtain redress of their Historic Claims;
- (b) To manage and support Negotiators (who shall be appointed in accordance with the **FOURTH SCHEDULE**) to act for and on behalf of the Hapū to negotiate redress of their Historic Claims;
- (c) To communicate with Hapū Members, including via hui-a-hapū, a website, pānui, and any other means determined by the Trustees;
- (d) To provide education and awareness about the mandate, negotiation and redress process to enable informed decisions to be made by the Hapū Members;
- (e) To seek legal or other specialist advice in relation to the redress of Historic Claims, including representation matters, overlapping claims and any other specialist matters as required;
- (f) When necessary, to engage suitably qualified organisations to provide financial, information systems, Hapū Databases, policy and communication services to the Trust;
- (g) To provide regular reports on the activities of the Trust to the Hapū; and
- (h) To do all such other things as directed by the Hapū and/or as may be required in furtherance of the objects.

## PART B – TRUSTEES

### 7. POWERS OF THE TRUSTEES

7.1 The Trustees shall exercise their powers jointly in pursuit of the general administration of the Trust. In addition to all other powers conferred by law, the Trustees shall have the same powers as a natural person acting as a beneficial owner of the Trust fund. Such powers shall not be limited or restricted by any principle of construction, or rule of law, or statutory power or provision except to the extent set out in this deed.

7.2 The Trustees shall promote the objects of the Trust. The Trustees shall act on behalf of and in the interests of the Trust and the Hapū.

7.3 The Trustees shall also have the following powers:

- (a) To open or maintain such current or other accounts or such banks or other institutions and in such a manner as the Trustees from time to time determine.
- (b) To collect funds and raise money by all lawful means and receive, accept, and, encourage grants from the Crown or any source acceptable to the Trustees and to apply such funds to advance the Purposes and Objects outlined in this Deed.

- (c) To acquire any real or personal property or interest in such property whether by purchase, lease, hire, exchange or otherwise, and on such terms and conditions as the Trustees think fit.
- (d) To enter into and terminate contracts of employment or contracts for services including any contract arrangement or transaction with a natural person, government department, corporation or body;
- (e) To apply any income of the Trust Fund, for, or towards payment of any fees, costs, disbursements, debts or other liabilities or any part of such liabilities, owing by or in respect of the Trust or incurred in connection with the Trust, or Trust entities.
- (f) To seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957 and to seek registration under the Charities Act 2005;
- (g) To delegate any of its powers to any Trustee or Trustees or person or persons (including a committee or an employee) provided that such delegation shall be recorded in writing by the Trustees and may be revoked at any time;
- (h) To do all or any of the things which they are authorised to do under the Trusts Act 2019; and
- (i) To do all such other things as in the opinion of the Trustees will further the Primary Purpose and Objectives of the Trust.

## **8. TRUSTEE DUTIES**

8.1 The Trustees must always act collectively and individually in accordance with their fiduciary duties and obligations.

8.2 In particular, the Trustees shall, in the performance of their duties:

- (a) Be thoroughly familiar with the terms of this Trust, including this Trust Deed and all documents, deeds, contracts and papers that relate to or affect the Trust;
- (b) Act prudently, honestly and in good faith;
- (c) Act in the best interests of the hapū of Te Whakaaetanga to act fairly and impartially;
- (d) Not profit from a position as a Trustee of this Trust (subject to clauses 21.4 – 21.5);
- (e) Not, collectively and individually, act or agree to act in a manner which contravenes this Deed.
- (f) Obtain the necessary advice (such as from a lawyer, accountant, or other specialist advisor), when the Trustees lack the necessary experience; and
- (g) Take steps to actively identify any relevant consideration (including any cultural considerations) that in the opinion of the Trustees should be considered, when making any decisions or doing any act on behalf of the Trust.

8.3 Every Trustee, when exercising powers or performing duties as a Trustee, must exercise the care, diligence, and skill to be reasonably expected of a person in like circumstances and in accordance with the Trusts Act 2019 and clause 8.2.



## **9. NUMBER OF TRUSTEES**

9.1 The Trust shall comprise:

- (a) As at the date of this Deed, the Initial Trustees;
- (b) As at 6 months from the date of this Deed, the eight (8) Trustees appointed by their respective Hapū in accordance with clause 11.1.
- (c) In the event that a new hapū joins Te Whakaaetanga after the commencement of this Deed, two (2) further Trustees per Hapū appointed by their respective Hapū in accordance with clause 11.1.

## **10. INITIAL TRUSTEES**

10.1 Despite any other provision in this Deed, for the period of 6 months from the date of this Deed;

- (a) The Initial Trustees shall be two representatives appointed by each Hapū and duly authorised by their Hapū to Execute this Deed.
- (b) The Initial Trustees will have the authority to exercise all the powers under this Deed.
- (c) At the expiration of the 6-month term, the appointment process as outlined in clause 11.1. will run.

10.2 If an Initial Trustee were to resign or be removed by their Hapū within the 6-month period, a replacement Initial Trustee shall be appointed by their respective Hapū. Any replacement Initial Trustee or Trustees appointed may remain only until the expiration of the 6-month term.

10.3 At the expiration of the 6-month term, any Initial Trustee is entitled to stand for re-appointment in accordance with clause 11.1.

## **11. ELECTION OR APPOINTMENT OF TRUSTEES**

11.1 Trustees may be appointed from time to time in accordance with this clause.

11.2 Each Hapū is entitled to elect or appoint two (2) Trustees to the Trust in accordance with their tikanga at a Hapū Hui.

11.3 The Trustees shall only confirm the election or appointment of Trustees in accordance with this clause, upon receipt of the following information:

- (a) Evidence that the Hapū Hui included formal notification that an election or appointment of Trustees for the Te Whakaaetanga Trust would take place at the Hui; and
- (b) Evidence that the Hapū Hui was properly constituted in accordance with the terms of the Hapū; and

- (c) A letter signed by the Hapū Chair and/or a person nominated from the Hapū Hui confirming the elected Trustees; and
- (d) Minutes or a written record of the Hapū Hui showing the election/appointment of the elected Trustees; and
- (e) A signed consent form from the elected Trustees; and
- (f) Any other information the Trustees consider necessary to give effect to the appointment/election.

## 12. TERM OF OFFICE AND OFFICERS

- 12.1 Subject to clause 10.1, the term of office of every Trustee shall be three (3) years, unless he or she resigns or is removed from office in accordance with this Deed.
- 12.2 Trustees are eligible for re-election or re-appointment at the expiry of their term of office in accordance with clause 11.1.

### Chairperson

- 12.3 The Trustees shall annually determine from amongst their number who shall be the Chairperson of the Trust. The Chairperson shall hold office for a period of one (1) year from his or her appointment or such other period as determined by the Trustees.

### Secretary and Treasurer

- 12.4 The Trustees shall annually determine from amongst their number or otherwise any such qualified person, to be the Secretary and the Treasurer of the Trust. The Secretary and Treasurer shall each hold office for a period of one (1) year from their appointment or such other period as determined by the Trustees.

### Record of Trustees

- 12.5 Upon every appointment, re-appointment, removal, or cessation of office of any Trustee, the Trustees shall record such fact in the Minute Book of the Trust.

## 13. ELIGIBILITY TO BE A TRUSTEE

- 13.1 The following persons shall not be eligible for appointment, or to remain in office, as a Trustee;
  - i. **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;

- ii. **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- iii. **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- iv. **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- v. **Property Order:** a person who is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988; and if any of the above events occur to an existing Trustee, they shall be deemed to have vacated their office upon such event;
- vi. **Charities Act:** a person who is disqualified from being an officer of a charitable entity pursuant to section 16 of the Charities Act 2005; or
- vii. **Employee:** a person who is a paid employee of the Trust, or a paid employee of any council, trust, or organisation which provides funds to the Trust, except as provided for in clauses 20.7 and 21.4-21.5.
- viii. **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.7-14.9.

#### 14. RESIGNATIONS, DEATH OR REMOVAL

##### Resignation

- 14.1 Any Trustee may resign from the Trust by giving no less than 30 days written notice to the remaining Trustees and the resigning Trustees Hapū and such notice shall take effect from the date specified in the notice or, if there is no date specified upon the expiry of 30 days from the date the notice was received by the Hapū and the remaining Trustees.

##### Failure to Attend

- 14.2 A Trustee who fails to attend three consecutive meetings of the Board of Trustees without prior written notice and reasonable explanation (as determined by the other Trustees) shall be deemed to have vacated their office.

##### Death

- 14.3 Upon the death of a Trustee, their position shall be deemed to be vacant.



#### **Removal by Direction of Hapū**

- 14.4 Any Hapū may direct that their hapū Trustee be removed in accordance with this section for any reason not already provided for in clause 14.7 – 14.8 below.
- 14.5 Any Hapū seeking to exercise the powers under this clause must immediately notify the Trust in writing signed by the Hapū Chair and/or the two appointed/elected Hapū Trustees outlining the date of the Hapū decision and any supporting minutes or records of a motion removing the Trustee
- 14.6 Upon receipt of the information set out in cl14.5 the removed Trustee shall cease to hold office immediately.

#### **Trustees may be censured or removed**

- 14.7 Where any Trustee acts in a manner that brings or is likely to bring the Trust into disrepute, and all Trustees other than the Trustee in question unanimously resolve as such, the Trustees shall refer his or her actions, with supporting evidence, to his or her Hapū to determine whether the Trustee shall be censured or removed by the Hapū in accordance with clause 14.4.
- 14.8 Where a Hapū has declined to censure or remove a Trustee, that decision must be notified to the Trustees in writing with reasons provided. Following receipt of that notice, if the Trustees and/or any other Hapū still consider that Trustee should be censured or removed, they may within 10 days of receiving the notice call a Special General Meeting in accordance with clause 17.
- 14.9 The result of the SGM shall be conclusive.

#### **Vacancies**

- 14.10 Where a Trustee ceases to hold office in accordance with this Deed the Trustees' Hapū shall fill any such vacancy in accordance with clause 11.1.

#### **Quorum upon resignation, death or removal**

- 14.11 Where a Trustee has resigned, died, or been removed in accordance with this Deed, the Trust may continue to operate, provided there is at least one (1) Trustee representative of each Hapū of Te Whakaaetanga in office ("Quorum").

### **PART C - MEETINGS**

#### **15. MEETINGS OF TRUSTEES**

- 15.1 The Trustees shall meet at such places and times, and in such manner, as they determine. The Chairperson shall Chair Trustee meetings, or in his/her absence any other Trustee as determined by the Trustees.

- 15.2 A record or minute of Trustee meetings shall be taken and kept by the Trust Secretary or some other person as determined by the Trustees. Following each meeting, a copy of the minutes shall be circulated to the Trustees for any amendments or approval.
- 15.3 A resolution in writing signed or assented to by email or other electronic communication by the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees. Any such resolution may consist of several documents in like form each signed by one or more Trustees. Any such resolution must be unanimous.

#### **Notice for Trustee meetings**

- 15.4 Unless otherwise agreed by a quorum of the Trustees, at least 5 days' notice of a Trustee meeting shall be given to all Trustees.
- 15.5 A meeting of the Trustees may be held where one or more of the Trustees are not physically present at the meeting, provided that all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means or telephone or other form of communication.
- 15.6 For the avoidance of doubt, any such Trustee meeting may be held by teleconference, audio visual link, or other digital or electronic means.

#### **Proceedings at Trustee meetings**

- 15.7 The Chairperson shall prepare an Agenda for each Trustee meeting to be circulated prior to the meeting. Any other Trustee may submit items for inclusion in the Agenda.

#### **Annual Report**

- 15.8 The Trust must, within 5 months after the end of each financial year, prepare an Annual Report on the affairs of the Trust for the financial year which includes:
- (a) A summary of the activities of the Trust for the financial year; and
  - (b) The reviewed financial statements of the Trust for that financial year.

#### **Voting at Trustee meetings**

- 15.9 Each Trustee present at a meeting shall be entitled to one vote.
- 15.10 Except as otherwise provided in this Deed, all resolutions passed at a meeting of the Trustees shall be by a majority of the Hapū represented at the meeting and any such resolution shall be binding on all Trustees.

#### **Major decisions**



15.11 Any Major Decision of the Trust shall be referred to an AGM or SGM to be passed by a resolution of the Hapū in accordance with cl19.

15.12 A Major Decision of the Trust shall be in respect of:

- (a) Expenditure from the Trust fund of any amount in excess of \$10,000; and/or
- (b) Any contract for employment or services involving the Trust; and/or
- (c) Submission of the Te Whakaaetanga Deed of Mandate for endorsement; and/or
- (d) Submission of an Agreement in Principle with Te Whakaaetanga; and/or
- (e) Submission of a Deed providing redress for the Hapū of Te Whakaaetanga for ratification; and/or
- (f) Appointment and/or Removal of Expert Negotiators for Te Whakaaetanga; and/or
- (g) Any other matter the Trustees may determine is a major decision from time to time.

## **16. ANNUAL GENERAL MEETINGS**

16.1 The Trust will, in each calendar year after the date of this Deed, hold an Annual General Meeting, in addition to any other meetings held in that year.

16.2 The Annual General Meeting must be held within 9 calendar months of the end of the financial year and in no event is more than 15 months to elapse between the date of one Annual General Meeting and the next.

16.3 The first Annual General Meeting shall be held not later than 12 months after the date of this Deed.

16.4 The purpose of the Annual General Meeting will be:

- (a) To report on the operation of the Trust;
- (b) To provide an update on any Treaty Settlement related matters affecting Te Whakaaetanga;
- (c) To present and review the Annual Report for the most recently completed Financial Year, the Chairperson's Report, and the reviewed Financial Statements of the Trust for that Financial Year; and
- (d) Undertake all other notified business.

16.5 An individual Hapū member may only submit a resolution to be included in the Agenda for an AGM if it is supported by a letter in writing from the Hapū Chair or Hapū Trustees. Any such item must be provided to the Trustees in time and must comply with the Notice provisions in cl16.6-16.7.

### **Notice of an Annual General Meeting**

- 16.6 No less than 60 days before the date of the Annual General Meeting, the Trustees will provide notice of the Annual General Meeting to the Hapū by way of a letter signed by the Trust Chairperson to the Hapū and through a public notice published in a newspaper circulating in the Bay of Islands/Ipipiri region.
- 16.7 The notice for an Annual General Meeting must specify:
- (a) The date, time and venue for the meeting;
  - (b) The agenda for the meeting covering all matters in clause 16.4 with sufficient detail to accurately inform the Beneficiaries of all matters that are to be discussed at the meeting
  - (c) Information regarding where copies of any relevant reports or documents may be obtained, including the details of any Special Resolution proposed to be put to the Annual General Meeting and the reasons for it.

## **17. SPECIAL GENERAL MEETINGS**

- 17.1 In addition to the AGM of the Trust, the Trustees shall convene a Special General Meeting (SGM) within 60 days upon the written request of:
- (a) A valid resolution of Trustees in accordance with cls 15.3 or 15.10; or
  - (b) No less than 10 Adult Members of each Hapū of Te Whakaaetanga; or
  - (c) No less than 20 Adult Members of a single Hapū of Te Whakaaetanga.
- 17.2 The written request shall include:
- (a) A Statement setting out the purposes for which the SGM has been requested; and
  - (b) A list of agenda items and resolutions proposed for the SGM.

### **Notice of a Special General Meeting**

- 17.3 Upon receipt of the information required in cls 17.1 and 17.2 the Trustees shall give notice of the SGM in the same manner as for notice of an AGM under cls 16.6 and 16.7.
- 17.4 No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that Special Meeting.

## **18. QUORUM FOR MEETINGS**

- 18.1 If a quorum is not reached for any meeting provided for under this Deed, the business of the meeting which would have been discussed shall be deferred until the next properly constituted meeting.

### **Trustee Meetings**

- 18.2 The quorum required for any Trustee Meeting must be no less than one (1) Trustee representing each of the affiliated hapū (whether in person, or by electronic or other Audio-Visual means).

### **AGM and SGM**

- 18.3 The quorum required for any AGM or SGM shall be:
- (a) At least one (1) Trustee representing each affiliated Hapū present in person; and
  - (b) No less than ten (10) Adult Members of each Hapū o Te Whakaaetanga present in person.

## **19. HAPŪ VOTING**

- 19.1 Except as otherwise stated in this Trust Deed, any business of the Trust requiring a resolution at an AGM or SGM must be determined by way of a Hapū Vote. Individual votes from members of the respective Hapū will not be accepted.
- 19.2 A Hapū Vote shall be conducted as follows:
- (a) Each Hapū shall have one Vote;
  - (b) Each Hapū shall determine their position on the resolutions for the AGM or SGM at a Hapū hui prior to any AGM or SGM occurring. The results of that Hapū hui shall be communicated to the Hapū Trustees who will table that decision as the Hapū Vote;
  - (c) A resolution shall pass by unanimous Hapū Vote;
  - (d) Where a majority of hapū are in support of the resolution, and unanimity is not reached at the AGM or SGM, the Hapū will within 2 months of the AGM or SGM collectively wānanga that motion further until unanimity is reached. If unanimity is reached, a record of the hui at which unanimity is reached shall be kept by the Trustees and the resolution will pass. However, if after that time, unanimity is not reached, the resolution will fail
- 19.3 Where any matters are raised by an individual at an AGM that does not accord with the Hapū Vote tendered by their Hapū the matter shall be referred back to that Hapū to be addressed in accordance with their own tikanga.
- 19.4 Notwithstanding the provisions for Hapū Voting recorded at cls 19.1-19.3 above, the Trustees present in person may unanimously call for a vote at an AGM or SGM on a resolution in respect of any pre-notified matter and following discussion during the course of the AGM or SGM and the voting for such resolution shall be taken as follows:



- (a) Each adult member present in person may cast a vote on behalf of their nominated hapū;
- (b) The votes shall be tallied on a Hapū basis which means a majority of adult member votes (by Hapū) in favour of the resolution shall be counted as the Hapū vote;
- (c) A resolution shall only pass by unanimous Hapū vote (except where it is a vote in respect of a request to Withdraw from the Trust in accordance with cl29.1 in which case the vote of the withdrawing Hapū shall be determinative).

## **20. UNRULY MEETINGS**

- 20.1 If in the opinion of all of the Trustees present in person the business of the meeting cannot be conducted in a proper and orderly manner, or becomes unduly protracted, the meeting shall be adjourned for no more than 30 minutes. If after 30 minutes of the matter being adjourned, all of the Trustees present in person determine the business of the meeting cannot be conducted in a proper or orderly manner, the meeting shall be adjourned and any uncompleted item of business for which notice was given and a resolution is required to be voted on, shall be deferred to a later SGM.

## **PART D – OTHER MATTERS**

### **21. CONFLICTS OF INTEREST**

- 21.1 The Trustees shall recognise and manage Conflicts of Interest in accordance with this clause.
- 21.2 A Trustee who has or may have a Conflict of Interest (as determined by the Trustees) must immediately disclose the interest to the Chairperson. The interest must be recorded in a Conflict of Interest Register to be maintained by the Secretary of the Trust. The conflicted Trustee may, following disclosure of the Conflict, participate in the deliberations affecting the matter, but the conflicted Trustee shall not vote on such matter and shall leave the meeting for any such vote, unless there is a unanimous resolution of the other non-conflicted Trustees approving the vote by the conflicted Trustee.
- 21.3 Where a Trustee is aware that, or reasonably believes that, another Trustee has or may have a Conflict, he or she must require the other Trustee comply with clause 21.2 above, or demonstrate that he or she has no Conflict.
- 21.4 No person shall be disqualified from holding office as a Trustee by virtue of that person being employed, or contracted to provide services in accordance with the powers afforded under this Deed.



21.5 If a Trustee is employed, or contracted to provide services to the Trust, any such employment or contract shall be recorded in the Conflicts Register and the Trustees must unanimously resolve that the employment or contract for services arrangement is:

- (a) Commercially prudent; and
- (b) In the best interests of the Trust; and
- (c) For a reasonable fee.

## **22. AMENDMENTS TO THE TERMS OF THE TRUST DEED**

22.1 This Deed may be altered or amended by a unanimous resolution of the Trustees or by a resolution passed by way of a Hapū Vote in accordance with cl19 provided that no such amendment shall:

- (a) Alter the Trust's Purposes so that the Trustees are no longer required to act for the benefit of the Members of Ngā Hapū o Te Whakaaetanga and their Hapū Communities.

## **23. REVIEW OF TRUST**

23.1 Within five (5) years of the constitution of the Trust, the Trustees shall undertake a review of this Trust Deed and its operation with a view to reporting to the next Annual General Meeting on the effectiveness of the arrangements set out in this Trust Deed. Such report shall include recommendations as to the alterations (if any) that should be made to this Trust Deed.

## **24. ACCOUNTS**

24.1 The Trustees must keep true and fair accounts of all money received and expended.

24.2 The Trustees shall, as soon as practicable after the end of every financial year of the Trust, cause the accounts of the Trust for that financial year financially reviewed by an accountant and the Trustees shall present reviewed accounts to the Annual General Meeting together with an estimate of income and expenditure for the current year.

## **25. DUTY OF DISCLOSURE**

25.1 The Trustees must make available to any registered Member of a Hapū of Te Whakaaetanga upon that Member's request at that Member's cost:

- (a) A copy of this Deed and any amendment to it;
- (b) The Annual Accounts of the Trust for any preceding financial year;

- (c) The Minutes of any Annual General Meeting or Special Meeting;
- (d) The Minutes of any Trustee Meeting (except those parts of the minutes that are confidential);

25.2 In clause 25.1(d) above, minutes are confidential only if, and to the extent that, the accounts contain confidential material.

## **26. TRUSTEE LIABILITY AND INDEMNITY**

26.1 The Trust is liable for any expense or liability incurred by the Trust.

26.2 A Trustee who incurs an expense or liability when acting with the authority of the Trust is entitled:

- (a) if the Trustee has paid the expense or discharged the liability out of the Trustee's own funds, to seek reimbursement from the Fund; or
- (b) in any other case, the Trust must pay the expense or discharge the liability directly from the Fund;

Unless the expense or liability arose from the Trustee's dishonesty, wilful misconduct or gross negligence or was incurred without authority from the Trust.

26.3 Where such expense or liability has arisen from the Trustee's dishonesty, wilful misconduct or gross negligence, or was incurred without authority from the Trust, no other Trustee shall be individually liable.

## **27. WINDING UP THE TRUST**

27.1 The Trust may be wound up by unanimous resolution passed by way of a Hapū Vote at a General Meeting of the Trust provided the Trustees are satisfied the Trust has accomplished the purpose and objectives of the Trust.

## **28. DISPUTE RESOLUTION**

28.1 If a dispute between one or more Hapū of Te Whakaaetanga or their representatives arises out of or in connection with the Trust, the Hapū and/or their representatives must hui/wananga in accordance with tikanga to try to resolve the dispute.

28.2 Where a dispute cannot be resolved by hui or wānanga within 2 months', the affected Hapū must provide notice in writing ("Dispute Notice") of the continued dispute to the Trustees. Any such notice must:

- (a) Be signed by at least 10 members of the Hapū raising the dispute; and
- (b) Outline the issues in dispute and the resolution(s) sought; and
- (c) List the persons/groups with whom the dispute relates to.

28.3 Upon receipt of any Dispute Notice, the Trustees shall within 30 days schedule a meeting with all relevant persons/groups to:

- (a) Agree the list of issues; and
- (b) Agree up to 3 pou tikanga/pūkenga to be appointed to determine the issue. Where agreement cannot be reached as to the appointment of pou tikanga or pūkenga, the Trustees will appoint pou tikanga or pūkenga of their choosing.

#### **Tikanga process**

28.4 The pou tikanga/pūkenga agreed or appointed in accordance with cl 28.3 shall:

- (a) Review the agreed list of issues;
- (b) Request any further information they may need from the relevant persons/groups involved;
- (c) Determine the relevant process to be followed by the persons/groups to resolve the dispute including but not limited to:
  - i. Adopting the guiding principles set out in SCHEDULE 1 to assist with resolving the dispute;
  - ii. Requesting to meet with the persons/groups involved where they deem it necessary to do so.
  - iii. Within 3 months of their appointment, report their findings in respect of each issue and determine what actions (if any) are required to resolve the issue(s).
- (d) The Trustees shall rely on the findings of the pou tikanga/pūkenga in resolution of the dispute.

### **29. WITHDRAWAL FROM THE TRUST**

29.1 If any Hapū, having endeavoured to resolve any issues in accordance with tikanga, wishes to withdraw from the Trust, the following process must occur:

- (a) A notice in writing signed by the Hapū Chairperson and/or the two appointed/elected Hapū Trustees supported by a resolution passed at a properly constituted Hapū hui seeking to withdraw must be sent to the Trustees advising of that hapū intention to withdraw from the Trust ("**Withdrawal Notice**"). The Withdrawal Notice must include:
  - i. Evidence that the Hapū hui was properly constituted including a copy of the notice, and agenda item specifying an item for discussion was Hapū Withdrawal from the Te Whakaaetanga Trust; and
  - ii. A copy of the attendance list and meeting minutes from the hapū hui where it was resolved that the hapū would withdraw from the Trust; and
- (b) Upon receipt of the Withdrawal Notice, the Trustees will within 10 days call a Special General Meeting in accordance with clause 17 to discuss the Withdrawal Notice with the Hapū;



(c) If at the conclusion of the Special General Meeting, the Hapū still wishes to withdraw from the Trust the Trustees will accept the Withdrawal Notice and update the Trust records to reflect that the Hapū is no longer represented by the Trust.

29.2 For the avoidance of doubt, a Hapū who has withdrawn from the Trust will no longer be entitled to benefit from the Trust, nor will they be entitled to appoint Trustees to represent their interests. If a Hapū wishes to re-join the Trust at a later date they will need to follow the process set out in clause 30.

29.3 Notwithstanding the withdrawal of a hapū, those hapū continuing to support the Trust and engaging in negotiations may only deal with claims, assets, lands and resources within their rohe and not within the rohe of withdrawing hapū.

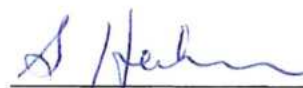
### 30. ACCESSION TO THE TRUST

30.1 Any hapū seeking to join Te Whakaaetanga must satisfy the Hapū of Te Whakaaetanga of their readiness to proceed in the mandating and/or negotiating process and must agree to be bound by the terms of the Memorandum of Understanding and of this Deed by signing a Deed of Accession (set out in the FIFTH SCHEDULE).

30.2 Upon signing the Deed of Accession, the Acceding Hapū shall provide a copy of the Deed to the Trustees who will then add it to the agenda for the earlier of an AGM or SGM so that the Hapū may decide whether or not to grant their consent to the Acceding Hapū. That consent must be confirmed by a resolution passed at an AGM or SGM.

**N WITNESS** whereof this Deed has been executed on the date above written

Executed by  
**SHIRLEY LOUISE HAKARAIA** as Settlor/ )  
Initial Trustee in the presence of )



  
Shirley Louise Hakaraia  
Patukeha



  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness  
**CORAL M T LINSTEAD-PANOHO**  
**SOLICITOR**  
**AUCKLAND**


\_\_\_\_\_  
Address

  
Maude Hau Ririnui  
  
Cheryl Clarke-Pruksamer




Executed by  
**JAMIE NEIL ROPATA HURIKINO** )  
as Settlor/Initial Trustee in the presence) )  
of ) )

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Jamie Neil Ropata Hurikino  
Patukeha





  
\_\_\_\_\_  
Bob Clarke

**CORAL M T L INSTEAD-PANOHC** )  
Name of Witness )  
**SOLICITOR** )  
**AUCKLAND** )  
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address


Executed by  
**NATASHA DENISE TAMARA NATHAN** )  
as Settlor/Initial Trustee in the presence) )  
of ) )

  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Natasha Denise Tamara Nathan  
Ngāti Kuta

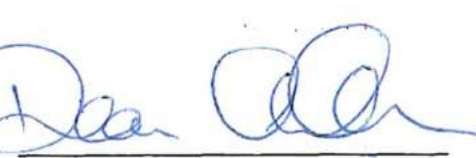
**CORAL M T L INSTEAD-PANOHC** )  
Name of Witness )  
**SOLICITOR** )  
**AUCKLAND** )  
\_\_\_\_\_  
Occupation

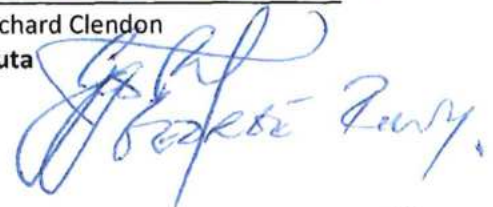
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Cilenys Papuni

Executed by  
**DEAN RICHARD CLENDON** )  
as Settlor/Initial Trustee in the presence) )  
of ) )

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dean Richard Clendon  
Ngāti Kuta

  
\_\_\_\_\_  
Witness

Witness

**CORAL M T LINSTEAD-PANOHC**

Name of Witness  
**SOLICITOR**  
**AUCKLAND**

Occupation

Address

Executed by

**HERBERT VINCENT RIHARI** as Settlor/  
Initial Trustee in the presence of

)  
)  
)



Herbert Vincent Rihari

Ngāti Torehina ki Matakā



Witness

**CORAL M T LINSTEAD-PANOHC**

Name of Witness  
**SOLICITOR**  
**AUCKLAND**

Occupation

Address



Executed by

**GIDEON PAERATA RIHARI** as Settlor/  
Initial Trustee in the presence of

)  
)  
)



Gideon Paerata Rihari

Ngāti Torehina ki Matakā



Witness

**CORAL M T LINSTEAD-PANOHC**

Name of Witness  
**SOLICITOR**  
**AUCKLAND**

Occupation




Address



Executed by


**KELLY JEAN BATISTICH** as Settlor/  
Initial Trustee in the presence of

  
\_\_\_\_\_  
Witness

)   
) \_\_\_\_\_  
) Kelly Jean Batistich  
Ngāti Manu  
  



~~CORAL M T L INSTEAD-PANOHC~~  
Name of Witness


**SOLICITOR**  
**AUCKLAND**  
\_\_\_\_\_  
Occupation

  
George Mann

\_\_\_\_\_  
Address

Executed by  
**SCOTT WILLIAM SMITH** as Settlor/  
Initial Trustee in the presence of

  
\_\_\_\_\_  
Witness

)   
) \_\_\_\_\_  
) Scott William Smith  
Ngāti Manu

~~CORAL M T L INSTEAD-PANOHC~~  
Name of Witness

**SOLICITOR**  
**AUCKLAND**  
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

## FIRST SCHEDULE: GUIDING PRINCIPLES

### 1. GUIDING PRINCIPLES

- 1.1. To care for all who whakapapa to the hapū of Te Whakaaetanga irrespective of their place of residence
- 1.2. Acknowledgement of Hapū rights in respect of all taonga, and the paramount right of the hapū to ownership, control and management over all their traditional lands and resources.
- 1.3. Recognition and right to restoration and protection and/or strengthening of wāhi tapu, papakāinga and marae.
- 1.4. Control of resources (both current and future), discovered and yet to be discovered, including natural resources reserved to the Hapū.
- 1.5. The guiding principles of Te Whakaaetanga are set out in the Te Whakaaetanga Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018, and by Ngāti Torehina ki Matakā in May 2019. Those principles are:
  - (a) Kōtahitanga: The parties will work together to build unity of purpose and solutions that are workable and acceptable to all parties. The parties have a commitment to work together to achieve the best outcomes for all hapū who are party to this deed;
  - (b) Whanaungatanga: Recognise the shared whakapapa and tikanga of the hapū and acknowledge that Te Whakaaetanga will provide a way to strengthen the hapū connections with one another. *Ko te hononga tai, ko te hononga hapū: The binding tides are also that which bind the hapū.*
  - (c) Hapū Mana Motuhake: Each hapū has its own mana motuhake, and autonomy within their respective rohe in accordance with mana whenua, mana moana, mana tūpuna, mana wairua and ahikātanga. Each hapū will respect the mana hapū of one another and each hapū will be responsible for communicating with their own hapū.
  - (d) Hapū Motuhake (autonomy): The hapū are committed to developing collective strategies that will lead to hapū based redress. This does not rule out the possibility of shared solutions.
  - (e) Whakatau Tika (accountability): The hapū will operate in a manner that promotes open communication, transparency, and the sharing of information. Each hapū acknowledges the accountability and responsibilities owed to our whānau and hapū.
  - (f) The hapū did not cede rangatiratanga to the Crown. This principle was confirmed by the Waitangi Tribunal Stage One Te Paparahi o Te Raki (Wai 1040) Report in 2014.



- (g) The hapū commit to working together to negotiate and achieve individual hapū redress for their historical Treaty of Waitangi/Tiriti o Waitangi claims

## **2. RESPONSIBILITIES OF THE TRUST**

- 2.1. Affirming the identity and mana of each Hapū.
- 2.2. Promoting and advocating the tino rangatiratanga of each Hapū and its descendants.
- 2.3. Fair distribution of resources amongst all hapū pursuant to negotiations, recognising the needs of, and need to be fair, to all hapū. Skills, resources, and information are to be shared by and among hapū.
- 2.4. Establishing relationships within local and national frameworks, for example, with district councils and local territorial authorities.
- 2.5. Resources to further research and develop the hapū claims.
- 2.6. The need for compromise arising from the inherent nature of balancing various interests.

## **3. SAFEGUARDS**

- 3.1. The Trust structure will be representative of all hapū.
- 3.2. The Trust structure shall promote shared leadership and progression of the claims of the Hapū Hapū, and shall empower the descendants of The Hapū by ensuring their opportunity to participate in the decision-making process.
- 3.3. Trustees shall abide by the guiding principles, and be informed by the needs and safeguards adopted by the Trust.
- 3.4. The Trust shall be the body holding the mandate to represent the hapū, endorse the negotiating team on the instructions of the hapū, and to commence negotiations with the Crown over the claims of the hapū.
- 3.5. Before the appointed negotiating team commences any negotiations with the Crown, the scope and nature of the claim shall be put to the descendants of the Hapū for consultation, discussion, and consideration with the objective of ensuring the claim is comprehensive and accords with the principled approach to progressing the claim and is responsive to the needs of the safeguards to which the Trust has agreed.
- 3.6. The Trust will ensure full and regular communication with the descendants of the Hapū over all aspects of progressing the claim.
- 3.7. The Trust shall bring forward to the descendants of Ngā hapū its proposals as to distribution of the benefits of the claim of redress. Such proposal and consideration of the proposal shall be informed by the agreed principles, needs and safeguards agreed to by the Trust.

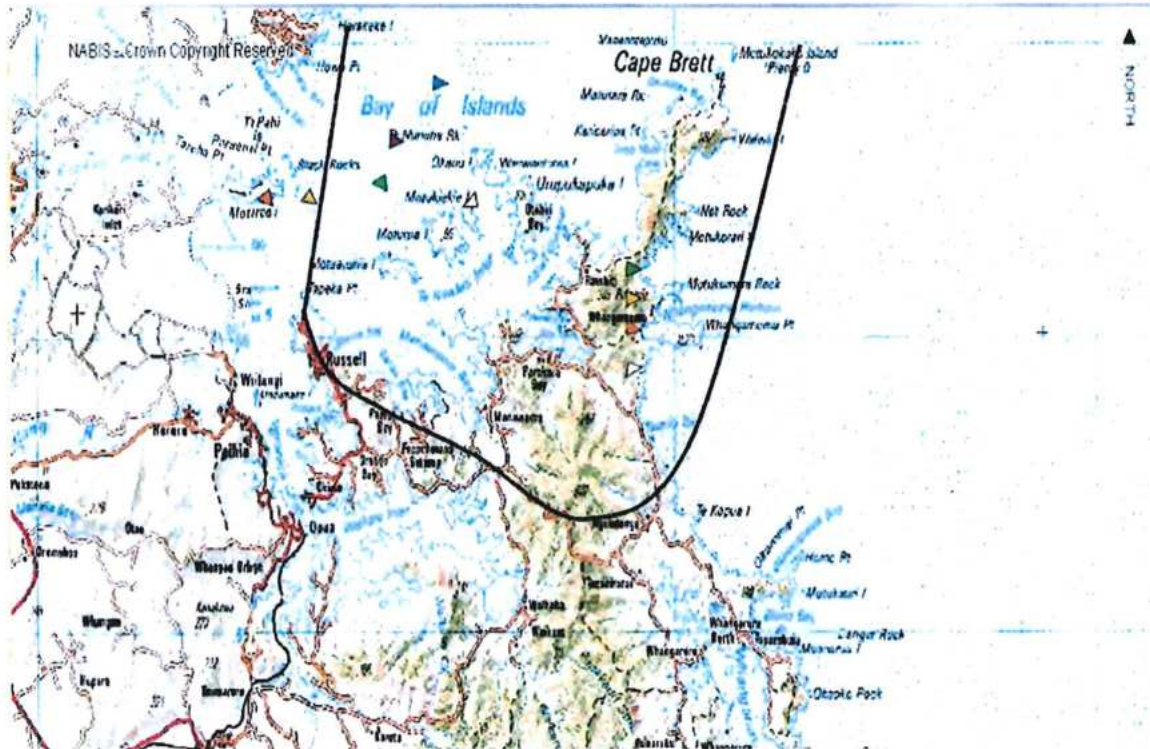
## SECOND SCHEDULE: HISTORICAL CLAIMS

Hapū	Wai No.	Named claimant(s)
Ngāti Kuta	1307	Matutaera Te Nana Clendon, Robert Sydney Willoughby and Te Aroha Rewha, Marara Kaweroa Hook
Patukeha	1140	Kataraina Hemara (dec), Moka Puru, Moses Witehira, Shirley Louise Hakaraia and Peti Ahitapu
Ngāti Manu	354	Arapeta Witika Pomare Hamilton on behalf of descendants of Pomare II and members of the Ngāti Manu, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes
	1514	Pita Apiata on behalf of Ngāti Kawa and Ngāti Manu
	1535	Joyce Baker and Deon Baker on behalf of descendants of Pomare II and members the Ngāti Manu, Ngāti Rahiri ki Waitangi, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes
Ngāti Torehina ki Matakā	1508	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari and Herbert Vincent Rihari for themselves and on behalf of Ngāti Torehina ki Matakā hapū
	1757	Hugh Te Kiri Rihari, Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari, Mamateao Himi Rihari Hill, David Grant Rihari, Te Hurihanga Rihari, Herbert Vincent Rihari and Mama Waiahurangi Rihari-Scott

### THIRD SCHEDULE: ROHE OF HAPŪ

*Note: This schedule has been provided to illustrate the rohe of each hapū according to their own tikanga. It is not intended that this schedule will be used for any other purpose unless agreed to by the Hapū of Te Whakaaetanga in accordance with this Deed.*

#### Ngāti Kuta





## Patukeha

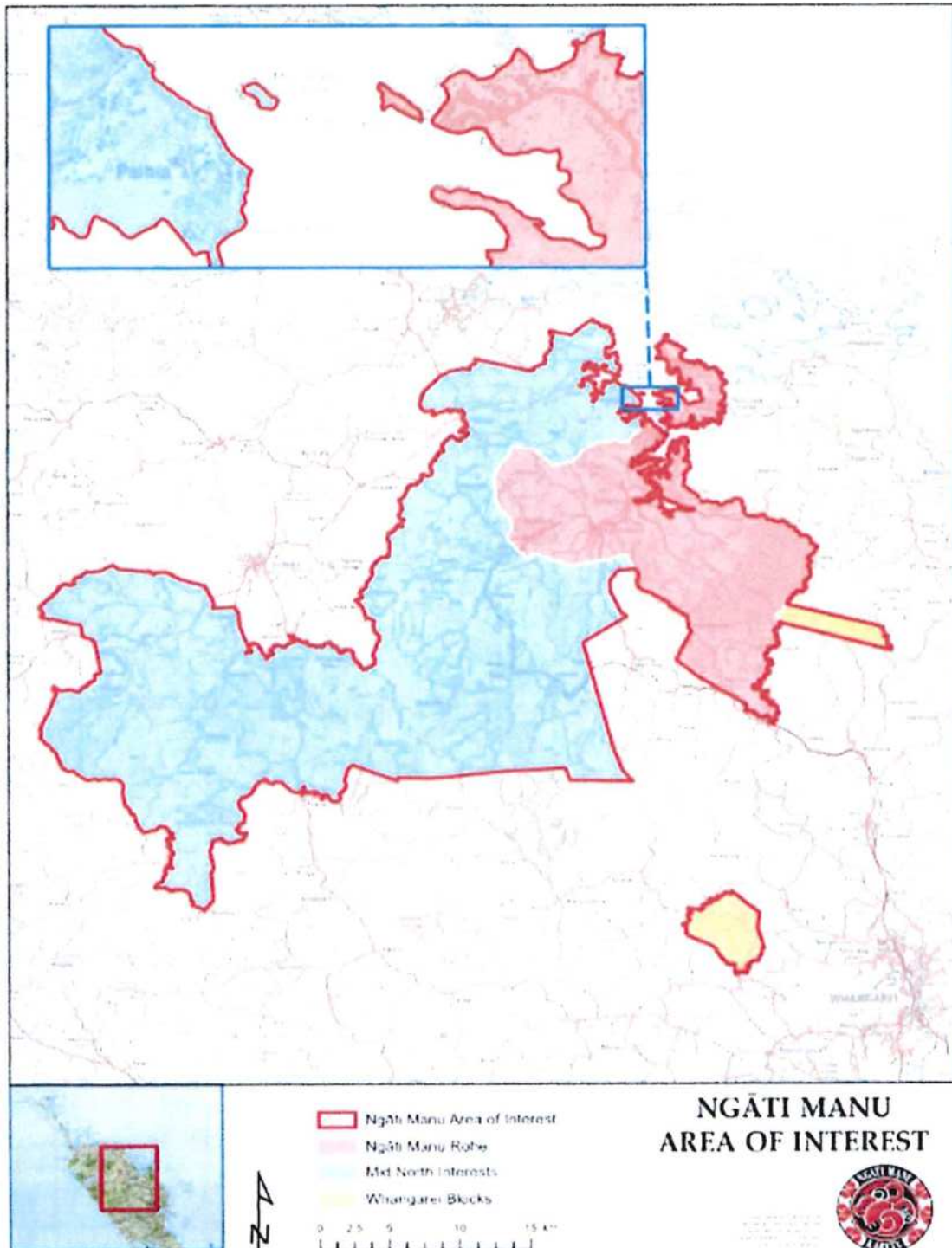




## Ngāti Manu

*"Ma te whakapapa e whakaatu ana i nga whenua rangatira o nga mātua tupuna"*

- There must be a genealogy that identifies the chiefly lands of our ancestral forebears  
Na Pomare II

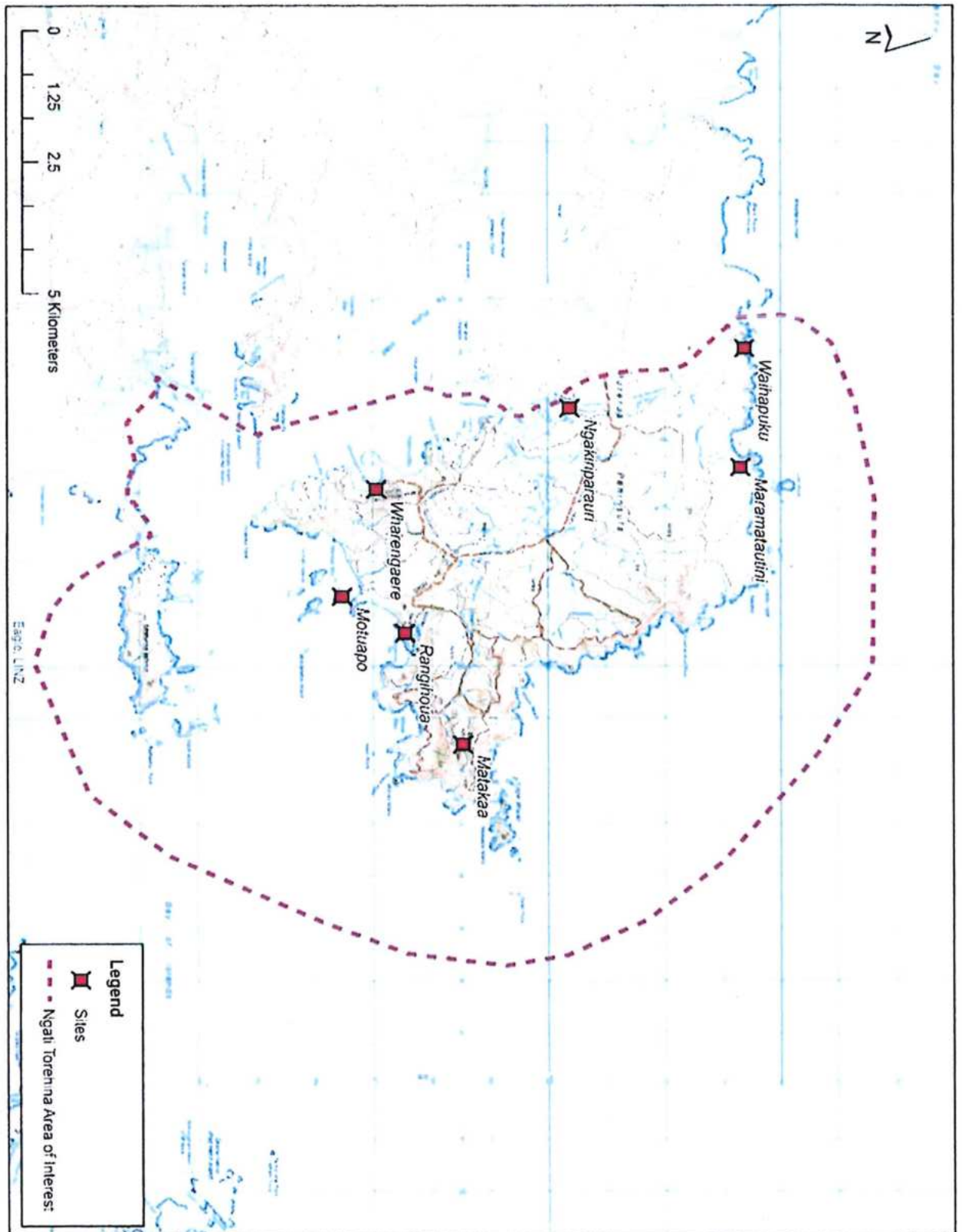


# Rohe Mana-whenua o Ngāti Torehina ki Matakā





# Rohe Mana-moana o Ngāti Torehina ki Matakā



## FOURTH SCHEDULE: HAPŪ NEGOTIATORS

### 1. Te Whakaaetanga Negotiators

1.1. At any time after the Commencement Date and in accordance with this FOURTH SCHEDULE of the Deed:

- (d) the Hapū of Te Whakaaetanga may appoint Hapū Negotiators; and
- (e) the Trustees may appoint Expert Negotiators.

### 2. Numbers of Negotiators

2.1. There shall be no more than two (2) Hapū Negotiators for each Hapū of Te Whakaaetanga;

2.2. There shall be no more than one (1) Expert Negotiator appointed by the Trustees.

### 3. Hapū Negotiators

3.1. A Hapū Negotiator may be any person appointed in accordance with clause 4 of this FOURTH SCHEDULE as a Hapū Negotiator and may include a member of the Hapū and/or a Trustee of Te Whakaaetanga.

3.2. A Hapū Negotiator must in the opinion of the Hapū have sufficient skills, knowledge and expertise to carry out the role of Hapū Negotiator.

3.3. The following persons shall not be eligible for appointment, as a Hapū Negotiator;

- (a) **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
- (b) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- (c) **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- (d) **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- (e) **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.5-14.7 of the Trust Deed.

### 4. Appointment of Hapū Negotiators

4.1. Hapū Negotiators must be endorsed at a properly constituted Hapū Hui in accordance with the tikanga of that Hapū and in the same manner prescribed for the appointment of Trustees in clause 11 of the Deed.



4.2. Following the endorsement of Hapū Negotiators at a Hapū Hui, the Trustees of the respective Hapū will present the following information to the Trust in order for that appointment to be confirmed:

- (a) The name and contact information of the negotiator; and
- (b) A copy of the Hapū Hui notice with sufficient detail that appointment of a negotiator was contemplated; and
- (c) A copy of the Hapū Hui minutes and resolution confirming the appointment; and
- (d) A copy of the attendance register for the Hapū Hui appointing the negotiator; and
- (e) A signed consent from the negotiator.

4.3. The Trustees reserve the right to seek any further detail from the Hapū prior to confirming the appointment of the Hapū Negotiator. The Trustees must not unreasonably withhold or delay confirmation of appointment where the information in cl 4.2-4.3 has been provided.

4.4. The Trustees must keep a schedule of Hapū Negotiators.

## **5. Role of Hapū Negotiators**

5.1. The role of the Hapū Negotiators shall be:

- (a) To negotiate with the Crown, in accordance with the Negotiation Strategy developed by the Trustees and Hapū, the collective and individual Treaty of Waitangi/Tiriti o Waitangi redress on behalf of the affiliated hapū of Te Whakaaetanga;
- (b) To take instruction from the Hapū through directions from the Trustees;
- (c) To act in the best interests of all of the Hapū of Te Whakaaetanga

## **6. Removal of Hapū Negotiators**

6.1. Hapū Negotiators may be removed in the same manner as a Trustee in accordance with clauses 14.5-14.9 of the Trust Deed and subject to this clause.

6.2. The Trustees at all times retain the right to investigate the conduct of a negotiator and are empowered to suspend the negotiations or the role of a negotiator for a reasonable period of time while any investigation is in progress or until such time as the Hapū has concluded the process for removal of a Negotiator as outlined in clause 14.4-14.6 whichever is earlier.

## **7. Expert Negotiators**

7.1. An Expert Negotiator may be any professional, or expert with specialist knowledge relevant to any aspect of the Negotiations process.

7.2. An Expert Negotiator must have sufficient skills, knowledge and expertise to carry out the role of Expert Negotiator and a history of paid professional service in that area.

7.3. The following persons shall not be eligible for appointment, as an Expert Negotiator;

- (f) **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 299 of the Insolvency Act 2006;
- (g) **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or 5 years has passed since the person was convicted and they have served the sentence or otherwise suffered the sentence imposed on them;
- (h) **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or 5 years has passed since the person has served the sentence or otherwise suffered the sentence imposed on them;
- (i) **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 382 or section 383 or section 385 of the Companies Act 1993;
- (j) **Censure or Removal:** a person who has been censured or removed in accordance with clauses 14.5-14.7 of the Trust Deed.

#### 8. Expert Negotiators

- 8.1. The Trustees may appoint one (1) Expert Negotiator from time to time as the Trustees deem necessary to assist with the negotiations.
- 8.2. Any proposed Expert Negotiator must provide the following information to the Trustees for consideration:
  - (a) Curriculum Vitae;
  - (b) Evidence of expertise or professional qualifications;
  - (c) A quote for their services;
  - (d) A letter consenting to the appointment as negotiator
- 8.3. The information referred to in cl8.2 shall be tabled at the next Trustee meeting and the appointment can only be confirmed by unanimous resolution of the Trustees.

#### 9. Expert Negotiators

- 9.1. The Role of Expert Negotiators will be the same as Hapū Negotiators as set out in cl5.1 of this Fourth Schedule.

#### 10. Removal of Expert Negotiators

- 10.1. Expert Negotiators may be removed in the same manner as prescribed and subject to the same conditions as set out in clause 6 of this Fourth Schedule and subject to any contractual arrangements which may be entered into between the Trust and the Negotiator.

## FIFTH SCHEDULE: DEED OF ACCESSION

DEED made this

day of

20

**BETWEEN**                      **The Trustees for the time being of Te Whakaaetanga**  
(hereinafter called "Trustees")

**AND**                              **[Name of Hapū]**  
(hereinafter called "Acceding Hapū")

### Background

- A.     Te Whakaaetanga was created by Deed of Trust dated [date/month/year] ("The Trust Deed").
- B.     The guiding principles of the Trust are set out in the Memorandum of Understanding signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 21018, and Ngāti Torehina ki Matakā in May 2019, and First Schedule of the Trust Deed. The key principles are as follows:
- (a)     Kōtahitanga;
  - (b)     Whanaungatanga;
  - (c)     Hapū Mana Motuhake;
  - (d)     Hapū Motuhake (autonomy);
  - (e)     Whakatau Tika (accountability): The hapū will operate in a manner that promotes open communication, transparency, and the sharing of information. Each hapū acknowledges the accountability and responsibilities owed to our whānau and hapū.
  - (f)     Tino rangatiratanga, as affirmed by the Wai 1040 Tribunal's Stage One Report.
- C.     Other relevant clauses of the Trust Deed include clauses 30.1 and 30.2 as follows:-
- 30.1. A new hapū seeking to join Te Whakaaetanga must obtain the consent of the existing Hapū first. The new Hapū must satisfy the existing Hapū of their readiness to proceed in the mandating and/or negotiating process. The existing Hapū have no obligation to accept a new Hapū unless they are so satisfied.*
- 30.2. Once the existing Hapū have agreed to the new hapū joining, the new hapū must agree to be bound by the terms of the Memorandum of Understanding and this Deed by signing a Deed of Accession as set out in the Fifth Schedule.*
- D.     These provisions permit a new neighbouring hapū to accede to the Trust Deed and so have the benefits conferred by the Trust Deed including for that Hapū to appoint two (2) Trustees under the Trust Deed.
- E.     The existing Hapū of Te Whakaaetanga consent to and are satisfied of the readiness of [new Hapū] to proceed in the mandating and/or negotiating process, and have resolved to accept [new Hapū] to accede to the Trust Deed.



**Now this Deed provides:**

1. From the date of execution of this Deed by the Leadership of [new Hapū], [new Hapū] shall be an Acceding Hapū as defined in the Trust Deed and shall be bound by and have the rights and privileges conferred on an Acceding Hapū as if they had been an original party to the Trust Deed.
2. This Deed of Accession is for the benefit of not only the Trustees and [New Hapū] but also for the benefit of any Hapū which may accede in future, which have by executing a similar deed of accession become an Acceding Hapū, and this Deed is enforceable by any one or more of those Acceding Hapū as well as the Trustees and [New Hapū]. This clause is pursuant to the provisions in the Contracts (Privity) Act 1982 and its statutory successors to confer all such rights on those groups.
3. The words in this Deed of Accession shall, unless the context otherwise requires, have the same meanings as the same words appearing in the Trust Deed.
4. This Deed may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Communication of execution of this Deed may be made by each party transmitting by facsimile or email transmission to the other party (or their respective solicitors) a counterpart of this Deed executed by the party sending the facsimile or email transmission.

**IN WITNESS** whereof this Deed has been executed on the date above written

Executed by [name] as representative )  
of [New Hapū] in the presence of )  
)

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)  
)  
)

\_\_\_\_\_  
[Name of Trustee]  
[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)  
)  
)

\_\_\_\_\_  
[Name of Trustee]  
[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**[INSERT NAME OF TRUSTEE]**

Executed by

as Trustee in the presence of

)

)

)

\_\_\_\_\_  
[Name of Trustee]

[Hapū]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness

---

Occupation

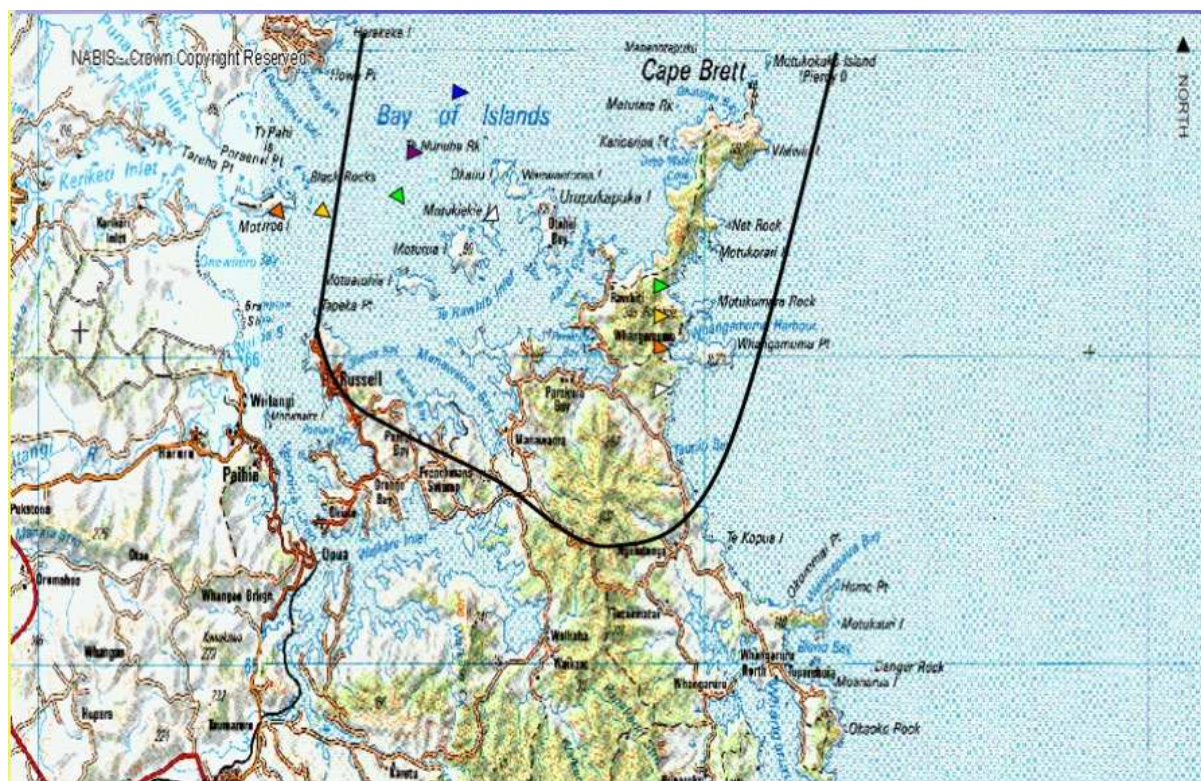
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Address



## APPENDIX B – MAPS DEPICTING AHIKAATANGA

## PATUKEHA



## NGĀTI KUTA

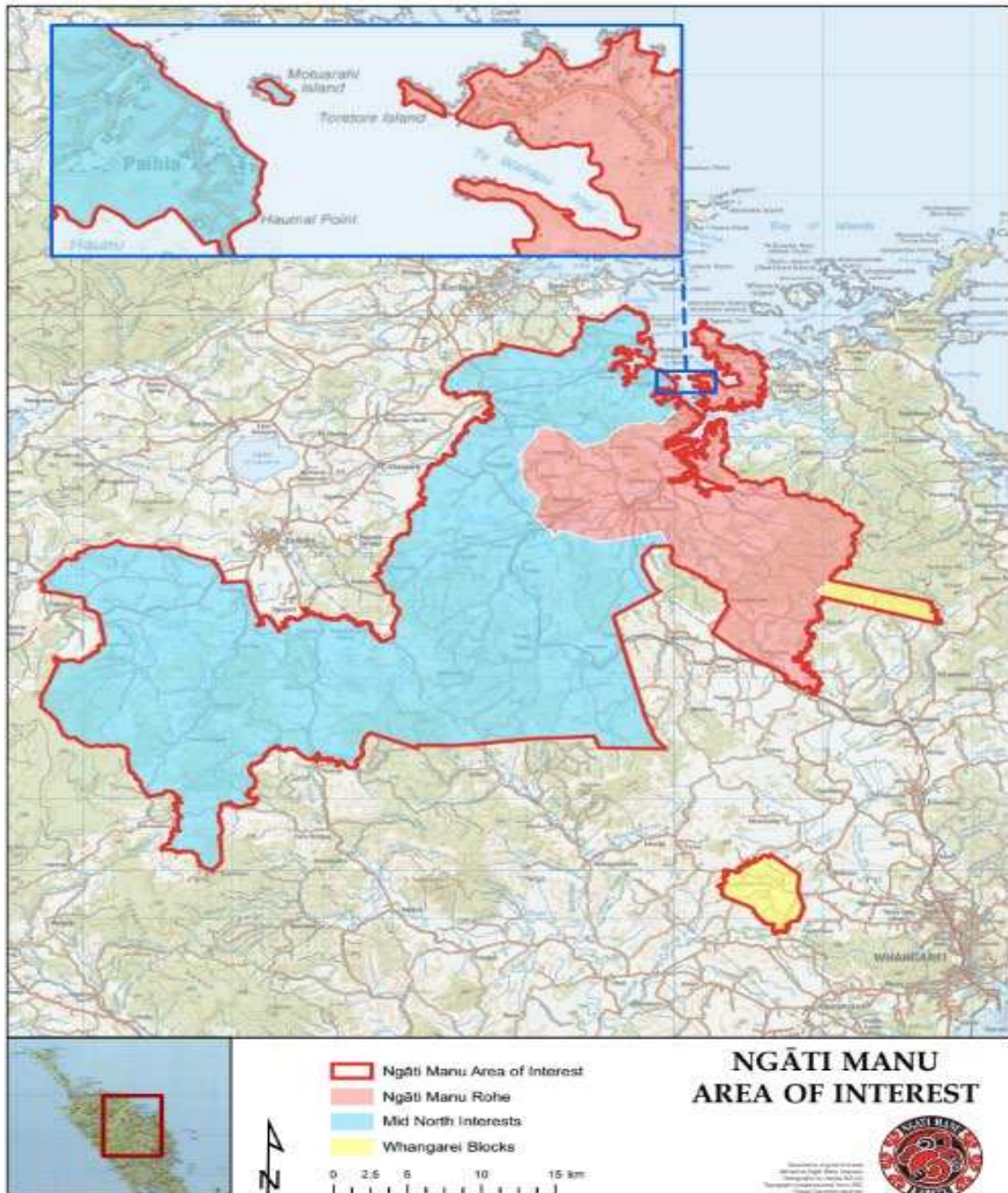




## NGĀTI MANU

*“Ma te whakapapa e whakaatu ana i nga whenua rangatira o nga mātua tupuna”*

- *There must be a genealogy that identifies the chiefly lands of our ancestral forebears*  
*Na Pomare II*



## NGĀTI TOREHINA KI MATAKĀ







## APPENDIX C – HAPŪ MANDATE PROCESSES

### OVERVIEW OF PATUKEHA HAPŪ MANDATE PROCESS

1. Patukeha hapū encourage all hapū members to attend the Te Whakaaetanga Trust AGM in January 2024 to hear about the mandate process.

#### Registrations for Patukeha Members

2. Patukeha encourage their members to register with the Patukeha Whānau Database in the following ways;
  - a. register via the hapū website: <https://kaingahoamarae.co.nz/> and Facebook page <https://www.facebook.com/ngatikuta.patukeha/>;
  - b. via the following nominated whānau Registration Team Members tagged for each whānau to support the registration process;
    - i. Ria Hakaraia-Apiata, April Sherman, Ritihia Clarke, Rhonda Lawrence, Viki Heta, Matene Smith, Te Maoi Clarke, Josi Witehira, Naezea Ryan, Brooke Arlidge, Abbie O'Neill.
  - c. via email to [Patukeha.Office@gmail.com](mailto:Patukeha.Office@gmail.com).

#### Mandate Information hui dates

Patukeha Mandate Information Hui*		
Date	Start time	Location
Sat 11 Feb 2024	10am	Te Rāwhiti Marae, Rawhiti
Sat 17 Feb 2024	10am	Online
Sat 24 Feb 2024	10am	Hoani Waititi Marae, Auckland
Sat 2 Mar 2024	10am	Online
Sat 9 Mar 2024	10am	Te Rāwhiti Marae, Rāwhiti
<i>*Schedule is proposed and subject to availability of venues</i>		

#### Voting

3. Patukeha will engage Electionz to facilitate the vote process.
4. Voting will be open from the commencement of Patukeha mandate information wānanga (11 February 2024), until the final hapū mandate information wānanga (9 March 2024).

5. Patukeha proposes to invite Te Puni Kōkiri to each of the hui to independently observe each hui, including online hui.
6. Voting will be available:
  - a. In person via electronic voting at any of the Mandate Information hui; and
  - b. Online via a link provided by Electionz.

### **Eligibility to Vote**

#### *Registered members*

7. All registered members of Patukeha who are aged 18 years and over, will be invited to vote on the resolution.
8. To cast a vote:
  - a. All members will be required to sign in on entry to the hui (both online and in person).
  - b. Attendees will be verified against the Patukeha Hapū Register.
  - c. Attendees will be provided with instructions on how to cast their vote.

#### *Unregistered members*

9. If you are a member of Patukeha, but you are not registered, you will need to cast a Special Vote in person at one of the Mandate Information Hui.

#### *To cast a vote:*

- a. All members will be required to sign in on entry to the hui (both online and in person);
- b. Attendees will be provided an opportunity to register with the hapū;
- c. If attendees elect not to register, they may still exercise a Special Vote; and
- d. Attendees will be provided with instructions on how to cast a special vote.

## OVERVIEW OF NGĀTI KUTA HAPŪ MANDATE PROCESS

1. Ngāti Kuta hapū members encourage all hapū members to attend the Te Whakaaetanga Trust AGM in January 2024 to hear about the mandate process.
2. Members may register to the Ngāti Kuta Hapū Register via the hapū website:  
<http://ngatikuta.maori.nz/>.
3. Hapū advertising for the hui will be done through the hapū Facebook page, “Ngāti Kuta Hapū”, and via the Ngāti Kuta website and by email to those registered with the hapū.
4. Ngāti Kuta hapū will hold the following mandate information hui:

Ngāti Kuta Mandate Information Hui*		
Date	Start time	Location
Sat 9 March 2024	10am	Te Rāwhiti Marae, Rawhiti
Sat 30 March 2024	10am	Kensington Stadium, Whangarei
Sat 6 April 2024	10am (NZ Time)	Online [whanau living offshore]
Sat 13 April 2024	10am	Te Mahurehure Marae, Auckland
Sat 27 April 2024	10am	Online [whanau living nationally]
Sat 11 May 2024	10am	Te Rāwhiti Marae, Rawhiti
<i>*Schedule is proposed and subject to availability of venues</i>		

5. At the mandate information hui, all members of Ngāti Kuta who are aged 18 years and over, will be invited to vote on the resolution.
6. Voting will be open from the commencement of Ngāti Kuta mandate information wānanga (9 March 2024), until the day after the final hapū mandate information wānanga (12 May 2024).
7. Ngāti Kuta proposes to invite Te Puni Kōkiri to each of the hui to independently observe each hui, including online hui.
8. Ngāti Kuta proposes to engage the services of Electionz to facilitate the electronic vote process.
9. Voting will be available:
  - a. in person at the above hui by electronic voting; and
  - b. outside of the above hui through electronic voting.



10. To ensure voter eligibility:
  - a. All existing registered members will be required to sign in on entry to the hui (both online and in person).
  - b. Existing Registered Members will be verified against the Ngāti Kuta Hapū Register.
  - c. Unregistered members will be required to register for voting only, prior to the start of the hui and able to vote electronically when their whakapapa has been confirmed.
  - d. All members will be verified using the Ngāti Kuta whakapapa or verified by Ngāti Kuta Kāhui Kaumātua.
11. Unregistered members will be recorded separately, and their information will not be retained for use by Ngāti Kuta outside of the mandate process.

## OVERVIEW OF NGĀTI MANU MANDATE PROCESS

1. Hui are held in accordance with Ngāti Manu tikanga. This relies on Ma te Whare tikanga – Ngāti Manu hapū decision making by consensus within our whare tupuna. Te Tahuhu Nui o Ngāti Manu is the facilitating working group for this process.
2. Ma te Whare e Korero allows all members present in the Whare of Ngāti Manu and ngā Hapū ririki – Te Uri Karaka, Te Uri o Raewera, Te Uri Ongaonga [hereafter Ngāti Manu], to participate in the discussion and decision making.
3. The Decision-making hui is preceded by a series of information hui to be held at our marae at Karetu, at a venue in Auckland, and online.
4. Information hui will be advertised via email tree, social media, and regional and national newspapers at least 30 days prior to hui. Links for online hui will be provided in the advertisement. All hui dates will be advertised at the same time.
5. Ngāti Manu tribal members will sign-in for each hui and will be invited to register as a member of Ngāti Manu. Ngāti Manu members may also register via the Hapū website at <https://www.ngatimanu.com/>. Ngāti Manu members will be informed of the link to hapū registration page once it is finalised and available.
6. Tahuhu Nui o Ngāti Manu will report on each of the information hui to record registrations, and the discussions and viewpoints of the members in attendance.
7. The final, single, decision-making hui date will be advertised via email tree social media and regional and national newspapers at least 60 days prior to hui. Tahuhu Nui o Ngāti Manu will assign members specifically to record registration and resolution of the final mandate hapū hui.
8. Ngāti Manu will hold the following hui:

Ngāti Manu Mandate Information Hui*			
Date	Type	Start	Location
17 February 2024 - Te Rā o Pomare	Marae Information hui 1	10am	Karetu Marae
3 March 2024	Online Information hui 1	6pm	Online
16 March 2024	Auckland Information hui 2	10am and 2pm	Auckland [venue TBC]
27 March 2024	Online Information hui 2	6pm	Online
14 April 2024	Marae Information hui 2	12pm	Karetu Marae after KMC

14 April 2024	Online Information hui 3	6pm	Online
27 April 2024	Decision making hui Ma te whare korero	10am	Karetu Marae
<i>*Schedule is proposed and subject to availability of venues</i>			

**The Ngāti Manu Mandate ‘Endorsement’ hui will be as follows:**

9. Ma te Whare e Korero te tikanga
10. Ngāti Manu tribal members – allows everyone present in the Whare to participate in the discussion – male, female, old, and young.
11. Gather at Marae. Attendance register available from 9.00am.
12. Hui starts at 10am with karakia and mihi whakatau.
13. Briefly revisit concept of ahikāroa, ahitahutahu, ahiteretere, and ahimataotao.
14. Summary of information hui.
15. Explanation of Ma te Whare e Kōrero decision making tikanga (this will be explained at each of the information hui also).
16. Resolution put to the Whare – deliberation ae/kahore
17. Anei te korero o te Whare – a decision is reached.
18. Close hui.
19. Shared kai.
20. Te Whakaaetanga Trustee representative to email decision to Te Whakaaetanga Trust.

## OVERVIEW OF NGĀTI TOREHINA KI MATAKĀ MANDATE PROCESS

1. Ngāti Torehina ki Matakā (NTKM) will hold a maximum of two (2) ‘Information Hui’ for its members, followed by a single (1) ‘Mandate Endorsement Hui’. Additionally, NTKM hapū members who attend the Te Whakaaetanga Trust AGM in January 2024 will gain extra reinforcement information about the mandate process.
2. NTKM members may register with the Ngāti Torehina Ki Matakā Hapū Register via the hapū website: <https://ngatitorehina.com/>.
3. Ngāti Torehina ki Matakā will hold the following Hapū hui in a number of locations, where information about the mandate process will be provided:

Ngāti Torehina Ki Matakā Mandate Hapū Hui*			
Date	Type	Start time	Location
17 February 2024	Information hui	10am	Conifer Grove School, Evanda Crescent, Takaanini, Auckland
24 February 2024	Information hui	10am	Kerikeri [venue TBC]
30 March 2024	Hapū ‘Mandate Endorsement’ Hui	10am	Wharengaere, Beachfront Marquee
<i>*Schedule is proposed and subject to availability of venues</i>			

4. Kahui Poutiaki o Ngāti Torehina ki Matakā (“KPON”) is the NTKM hapū group facilitating this process. KPON will report on each of the information hui to record registrations, and the discussions and viewpoints of the members in attendance.
5. NTKM will invite a representative from Te Puni Kōkiri (“TPK”) to observe the hui. The TPK observer will not have an official role and will be independent of any reporting prepared by NTKM.
6. At our NTKM hapū hui of Saturday 21 March 2020, it was agreed that in general terms, an ideal mandating strategy/pathway is one:
  - a. Which involves hui that is held in accordance with our NTKM tikanga;
  - b. Which relies on a single hapū hui to appoint our mandated NTKM kaikorero;
  - c. Which allows NTKM to choose hui venue;
  - d. Which identifies an approved publication for advertising our NTKM mandating hui; and
  - e. Which access to Te Arawhiti funding to assist with hui costs (including travel).



7. It was then decided at our NTKM hapū hui of Saturday 25 March 2023, that our NTKM 'Mandate Endorsement Hui' be undertaken as a single voting hui and that two months' notice would be given.
8. NTKM will therefore hold a final Hapū Hui at their stronghold kainga of Wharengaere where each hapū member in attendance will be invited to vote, by a show of hands, on the Resolution.
9. Each attendee will be required to complete the attendance register following verification of their whakapapa by our KPON Kaumātua.
10. The gathering will assemble, and the hui will be invited to cast their vote. The voting window will remain open until 4pm on the day, to allow for travel delays and to show respect and aroha for those attempting to attend.
11. Throughout the voting window all attendees will be asked to cast a vote in favour or against the resolution. Every attendee's vote will be counted only once. (i.e., once cast, they cannot vote again).
12. Once voting is closed, an official tally and outcome report will be drafted and provided to the TPK representative in attendance within 21 days.
13. NTKM will then have 21 days to finalise the report and provide it to Te Whakaaetanga Trust.
14. Upon the conclusion of Ngā Hapū Te Whakaaetanga mandate endorsement hui (hapū voting phase), NTKM through its nominated trustee representatives will convey to Te Whakaaetanga Trust whether they resolve to mandate Te Whakaaetanga Trust or not.

## *Appendix Four: Crown Letter Endorsing Mandate Strategy*

20 December 2023

Te Whakaaetanga  
C/- Coral Panoho-Navaja and Bobbi Walker  
Wackrow Panoho and Associates

**By email:** [coral@wpalawyers.co.nz](mailto:coral@wpalawyers.co.nz); [bobbi@wpalawyers.co.nz](mailto:bobbi@wpalawyers.co.nz)

Tēnā koutou

### **Crown endorsement of Te Whakaaetanga Trust mandate strategy**

Thank you for submitting Te Whakaaetanga Trust's mandate strategy which outlines how the Trust will seek a mandate to represent Ngā Hapū Te Whakaaetanga (Ngāti Manu and their associated hapū Te Uri Karaka and Te Uri o Raewera, Ngāti Kuta, Patukeha, and Ngāti Torehina ki Matakā) in direct negotiations with the Crown for the comprehensive settlement of all Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

Both Te Arawhiti and Te Puni Kōkiri endorse the mandate strategy that has been developed by Te Whakaaetanga Trust (**the Trust**). As discussed, Crown endorsement of a mandate strategy is not Crown recognition of a mandate. Through implementation of the Trust's mandate strategy, members of Ngā Hapū Te Whakaaetanga will decide whether to confer a mandate upon the Trust to enter into Treaty settlement negotiations on their behalf.

Following implementation of the Trust's mandate strategy and once a draft deed of mandate has been agreed by officials and the Trust, officials will report to the Ministers for Treaty of Waitangi Negotiations and Māori Development on the Trust's mandate process and seek a decision on Crown recognition of the Trust's mandate.

We look forward to continuing to engage with Te Whakaaetanga Trust during mandate strategy implementation and wish the Trust all the best for the upcoming information and voting hui in the first half of 2024.

If you have any further questions, please contact Alex Mellows (Negotiation and Settlement Manager) at [Alexandria.Mellows@tearawhiti.govt.nz](mailto:Alexandria.Mellows@tearawhiti.govt.nz) or Ashley Tvrdeic (Analyst) at [Ashley.Tvrdeic@tearawhiti.govt.nz](mailto:Ashley.Tvrdeic@tearawhiti.govt.nz).

Nāku noa, nā



Leah Campbell

**Regional Director – Te Tira Amokura**

cc. Jesse Roth, Director – Operations, Te Puni Kōkiri



## Appendix Five: Te Whakaaetanga Trust Mandate Hui Advertisement

MANDATE HUI FOR TE WHAKAAETANGA TRUST			
<b>Tēnā koutou katoa</b> <p>Te Whakaaetanga Alliance was formed by Ngāti Kuta, Patukeha, Ngāti Manu, Te Uri Raewera, Te Uri Karaka and Ngāti Torehina ki Matakā (Ngā Hapū Te Whakaaetanga) in 2018, following the Te Paparahi o Te Raki Waitangi Tribunal Inquiry promoting a hapū-driven process for entering into Treaty Settlement Negotiations with the Crown.</p> <p>Ngā Hapū Te Whakaaetanga formed Te Whakaaetanga Trust in 2023 after extensive consultation with their hapū.</p> <p>Te Whakaaetanga Trust will now seek a formal mandate from Ngā Hapū Te Whakaaetanga to represent them in comprehensive Treaty settlement negotiations with the Crown. Te Whakaaetanga Trust will hold mandate hui, at which the trustees will deliver a mandate presentation and members of each of Ngā Hapū Te Whakaaetanga will have the opportunity to decide on the following resolution:</p> <p><i>The acceding hapū of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as "<b>Ngā Hapū Te Whakaaetanga</b>") mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed.</i></p> <p>All members of Ngā Hapū Te Whakaaetanga will be invited to participate in their nominated hapū process for deciding the above resolution in accordance with their hapū tikanga.</p>			
Mandate Hui Dates			
LOCATION	DATE	VENUE	TIME
Patukeha Hapū			

Te Rāwhiti	Sun 11 Feb 2024	Te Rāwhiti Marae	10:00am
Online	Sat 17 Feb 2024	Online	10:00am
Tāmaki	Sat 24 Feb 2024	Te Kura Kaupapa Māori ā Rohe o Mangere	10:00am
Online	Sat 2 Mar 2024	Online	10:00am
Te Rāwhiti	Sat 9 Mar 2024	Te Rāwhiti Marae	10:00am
<b>Ngāti Kuta Hapū</b>			
Rāwhiti	Sat 9 Mar 2024	Te Rāwhiti Marae	10:00am
Whangārei	Sat 30 Mar 2023	Kensington Stadium	10:00am
Online	Sat 6 Apr 2024	MS Teams	10:00am
Auckland	Sat 13 Apr 2024	Te Mahurehure Marae	10:00am
Online	Sat 27 April 2024	Online	10:00am
Rāwhiti	11 May 2024	Te Rāwhiti Marae	10:00am
<b>Ngāti Manu, Te Uri Raewera, Te Uri Karaka</b>			
Karetu	Sat 17 Feb 2024 (Te Rā o Pomare)	Karetu Marae	10:00am
Online	Sun 3 Mar 2024	Online	6:00pm
Auckland	Sat 16 Mar 2024	Auckland (TBC)	10:00am
Auckland	Sat 16 Mar 2024	Auckland (TBC)	2:00pm
Online	Wed 27 Mar 2024	Online	6:00pm
Karetu	Sat 14 Apr 2024	Karetu Marae	12:00pm
Online	Sat 14 Apr 2024	Online	6:00pm
Karetu	Sat 27 Apr 2024	Karetu Marae	10:00am
<b>Ngāti Torehina ki Matakā</b>			
Auckland	Sat 17 Feb 2024	Conifer Grove School, Takanini	10:00am
Kerikeri	Sat 24 Feb 2024	Kerikeri (TBC)	10:00am

Wharengare	Sat 30 Mar 2024	Wharengaere Beachfront marquee	10:00am
<b>HUI AGENDA</b>			
<ul style="list-style-type: none"> <li>- Mihi Whakatau</li> <li>- Mandate Presentation by Te Whakaaetanga Trust</li> <li>- Question and Answer time</li> <li>- Mandate resolution to be proposed and hapū voting process</li> <li>- Karakia Whakamutunga</li> </ul>			
<p>For further information including a copy of the following documents:</p> <ul style="list-style-type: none"> <li>- Mandate Presentation</li> <li>- Mandate Strategy</li> <li>- Te Whakaaetanga Trust Deed</li> </ul> <p>Please contact <b>Herbert Rihari (Chairperson)</b> <a href="mailto:herb@tewhakaaetanga.co.nz">herb@tewhakaaetanga.co.nz</a></p>			

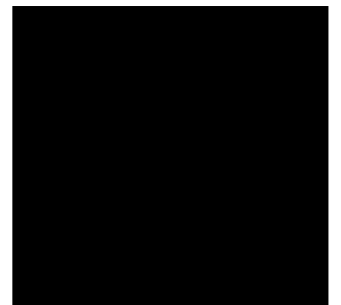
*Appendix Six: Te Whakaaetanga Trust Mandate report 2024*



# Te Whakaaetanga Trust Mandate Hui Report



**Ngāti Torehina Ki Matakā**



<b>Draft</b>	May 2024
<b>Final</b>	June 2024



## MESSAGE FROM THE CHAIR

Kia Hiwa Ra!, Kia Hiwa Ra!  
Kia hiwa ra ki tenei tuku,  
Kia hiwa ra ki tera tuku,  
Kia Hiwa Ra!, Kia Hiwa Ra!  
Tihei Mauri Ora.

Nga Hapū Te Whakaaetanga have voted “Ae” for Te Whakaaetanga Trust to represent them in negotiations with the Crown. A remarkable outcome achieved by every member of the Trust and a significant milestone in our journey so far.

Te Whakaaetanga Trust has supported Nga Hapū to lead the delivery of a series of Mandate Information Hui, an opportunity to provide important information about the process being undertaken to seek a mandate from our people to represent them in negotiations with the Crown.

Our trustees have worked diligently with hapū behind the scenes and in cooperation with Te Arawhiti, to design an appropriate mandate strategy for delivery. Hapū have led the implementation of the strategy, working extensively to deliver the hui to whanau across the country and the world.

This is a significant milestone, and one that Nga Hapū Te Whakaaetanga should be exceptionally proud of. The past 12 months have required many hours of energy and focused effort by many people from each hapū to deliver quality engagements and engage quality conversations with our people.

### Mandate Information Hui Report

The purpose of this report is to document information on the processes that Te Whakaaetanga Trust and Nga Hapū Te Whakaaetanga have delivered to implement the Mandate Strategy, and to report the outcomes of resolution that was provided to Nga Hapū Te Whakaaetanga. This report includes the individual reports of each hapū which documents a range of information pertaining to their respective engagements.

Each hapū designed and led their respective voting processes, in accordance with their hapū tikanga and the reports verified the outcome of the vote response from each of their members.

Our next steps are to work with Te Arawhiti to prepare information for the Minister. We wait in anticipation of his consideration as to whether the Crown will recognise our mandate, or not.

While we wait, Te Whakaaetanga trustees will continue to work with Nga Hapū toward preparations of Phase 2 – Negotiations Phase, for delivery should the Minister confirm his recognition of our Mandate.

### Herbert Vincent Rihari - Trust Chair.



*Te Whakaaetanga Trustees & counsel, Te Arawhiti and ex Crown Negotiator, Belinda Clark*





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*Appendix 4a – TPK Independent Observer Report (NTKM)*

*Appendix 4b - Ngāti Torehina ki Matakā Journey So Far*

*Appendix 5 – Patukeha Mandate Report*

*Appendix 6 – Ngati Kuta Mandate Information Hui Report*

*Appendix 6a – Electionz Declaration (Ngati Kuta)*

# 1. Introduction

Te Whakaaetanga Trust (the Trust) is a Large Hapū Grouping representing its member hapū, Ngāti Manu, Ngāti Torehina ki Matakā, Patukeha and Ngāti Kuta collectively, and was formalised by way of Trust Deed on 14<sup>th</sup> of January 2023.

Since the establishment of the Trust, work has been undertaken to advance the member hapū through a Crown process to achieve a mandate from their respective hapū, to enter into negotiations with the Crown. To enable the process to seek a mandate, the Trust developed a Mandate Strategy for delivery. The Strategy was informed by each hapū and developed to include a broad range of methods and processes, and to uniquely capture the tikanga of each hapū.

Between 11 February and 12 May 2024, Te Whakaaetanga Trust delivered the Mandate Strategy across all four hapū. The goals of the strategy were to deliver a robust process to seek a mandate from Nga Hapū Te Whakaaetanga. The primary purpose of enabling a robust process was to enable:

- A. The delivery of a series of hui where people could engage to obtain key information.
- B. The ability for people to ask questions and seek clarification.
- C. The ability for people to cast a vote as to whether they mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown, or not.

# 2. Hapū Tino Rangatiratanga

Te Whakaaetanga Trustees worked in collaboration with their respective hapū to design the Mandate Information Hui delivery processes. The Trust acknowledges that each hapū has their Tino Rangatiratanga and their processes that they have exercised mai rano<sup>1</sup>.

The intergenerational processes are important because they are well practised, and whanau have clarity on what to expect, and what to do. Tikanga is applied by each hapū and practised by the hapū throughout the lifetimes of each generation. Tikanga is well known by whanau, consistent and culturally appropriate, providing stability for everyone within that hapū, regardless of age and regardless of their location. It also promotes the continual practice of Tino Rangatiratanga and the Mana Motuhake of each hapū.

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<sup>1</sup> Intergenerational processes that have been implemented from long ago

### 3. Incorporating Hapū Tikanga

Te Whakaaetanga Trust represents four hapū, each having two representatives from each member hapū appointed as trustees. Since achieving recognition as a Large Hapū Grouping, Nga Hapū Te Whakaaetanga has continually emphasized and maintained the importance of the Trust enabling the hapū to exercise their respective tikanga in the Trust's processes, and the methodologies that the Trust will apply as it works toward negotiations with the Crown.

The Trust made provisions for each hapū to co-design the delivery of the Mandate Information Hui in accordance with their respective tikanga. Marae protocols were also woven into the fabric of the hui, and for some hapū, included the tikanga of decision-making being done in the whare tupuna, or on tupuna whenua. Other hapū felt it important to incorporate a mix of non-Maori tools to aid their efforts to enable their people to participate. Online attendance to hui and the services of Electionz, an independent professional service who manages elections and voting were applied by two hapū.

Each hapū delivered the series of Mandating Hui in accordance with their preferred methods and tikanga.

### 4. Mandate Information Hui

Each of the hapū of Te Whakaaetanga Trust (Nga Hapū Te Whakaaetanga), developed strategies that identified where their respective hapū would host hui to engage their people. A total of four plans were developed and delivered.

In total, 22 Mandate Information Hui were delivered between the 11<sup>th</sup> of February and the 12<sup>th</sup> of May 2024 in 6 strategic locations:

- Karetu
- Wharengaere
- Kerikeri
- Te Rawhiti
- Whangarei
- Auckland
- Online (available to people nationally & internationally)

The locations were selected as they are the primary places where the uri of Nga Hapū Te Whakaaetanga reside.

The following schedules show the dates and locations for each Mandate Information Hui.



#### 4.1 NGATI MANU HAPŪ

Date	Time	Venue
Information hui		
Saturday 17 February 2024 (Te Rā o Pomare)	10am	Karetu Marae
Sunday 3 March 2024	6pm	Online
Saturday 16 March 2024	10am and 2pm	The Cause Collective 15 Earl Richardson Drive Manukau Auckland
Wednesday 27 March 2024	6pm	Online
Saturday 14 April 2024	12pm	Karetu Marae
Saturday 14 April 2024	6pm	Online
Decision Making Hui (“Ma te whare e kōrero”)		
Saturday 27 April 2024	10am	Karetu Marae

#### 4.2 NGĀTI TOREHINA KI MATAKĀ HAPŪ

Date	Time	Venue
Information hui		
Saturday, 17 February 2024	10am	Conifer Grove School, Evander Cres, Takaanini, Auckland
Saturday, 24 February 2024	10am	St James Hall, 209 Kerikeri Road Kerikeri
Decision Making Hui		
Sunday, 31 March 2024	10am	Wharengaere, Beachfront Marquee

### 4.3 PATUHEHA HAPŪ

Date	Time	Venue
Sunday 11 February 2024	10am	Te Rāwhiti Marae
Saturday 17 February 2024	10am	Online
Saturday 24 February 2024	10am	Te Kura Kaupapa Māori ā Rohe o Māngere (School Hall) 7 Comet Cres, Māngere
Saturday 2 March 2024	10am	Online
Saturday 9 March 2024	10am	Te Rāwhiti Marae

### 4.4 NGATI KUTA HAPŪ

Date	Time	Venue
Sat 9 March 2024	1pm	Te Rāwhiti Marae, Rawhiti
Sat 30 March 2024	10am	Kensington Stadium, Board Room 1, Whangarei
Sat 6 April 2024	10am (NZ Time)	Online
Sat 13 April 2024	10am	Te Mahurehure Marae 65/73 Premier Ave Point Chevalier, Auckland
Sat 27 April 2024	3pm (NZ Time)	Online
Sat 11 May 2024	10am	Te Rāwhiti Marae, Rawhiti

## 5. Mandate Information Presentation

The Te Whakaaetanga Trust developed a single presentation that contained key information pertaining to the mandate that was being sought. Each hapū delivered the presentation to their respective hapū to ensure the same information was being disseminated to every hui, see **APPENDIX 1 – Te Whakaaetanga Mandate Information Presentation**.

The presentation was structured with information on the following topics:

1. What a mandate is, and where mandating fits in the overall Crown Treaty Settlement process.
2. The group (Te Whakaaetanga Trust) who is seeking authority to enter into negotiations on behalf of the Hapū.
3. The mandate and voting processes.
4. The Resolution that is being voted on.
5. The locations where mandate information hui will be held.
6. The location where voting will take place, for those undertaking a single voting hui.
7. How voters can cast a vote using the Electionz process, for those not undertaking a single vote process.

The presentation was provided at every hui delivered by Nga Hapū Te Whakaaetanga and discussions facilitated about the information contained within the presentation.

A resolution was presented to each hui and provisions were made by each hapū for their respective members to cast a vote. The resolution presented to Nga Hapū Te Whakaaetanga read:

*The acceding hapū\* of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as "Ngā Hapū Te Whakaaetanga") mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialed deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed.*

*\*As at the date of this Mandate Strategy, the acceding hapū are Naāti Torehina ki*

Nga Hapū Te Whakaaetanga members were invited to cast a vote on the resolution, as to whether they agree or disagree to a mandate for Te Whakaaetanga Trust.

## 6. Advertising the Hui

Te Whakaaetanga Trust advertised all of the hui in leading national newspapers prior to the delivery of the Mandate Information Hui series, see **APPENDIX 2 – National Advertisements**.

Nga Hapū Te Whakaaetanga lead the communication channels that each hapū uses regularly. Those channels include:

- Hapū websites
- Hapū social media pages
- Hapū emails
- Other hapu hui and events

The purpose of the adverts was to inform people of the dates for each of the hapū hui and the locations that they could attend a hui to obtain the mandate information and understand the resolution that was being voted on.

## 7. Registration and Voting Processes

Two processes were provided by Nga Hapū Te Whakaaetanga. Two hapu delivered their Mandate Information Hui in accordance with their hapū tikanga. The tikanga of Ngati Manu and Ngāti Torehina ki Matakā, required decisions to be made in their whare tupuna, and on tupuna whenua. The Mandate Information hui provided voting at each of their final hui, where people were required to attend in person to cast their vote.

Patukeha and Ngati Kuta hapū, also held hui in their whare tupuna, but enabled voting to occur through the Electionz voting service. Registration and Voting was open throughout the entire delivery of their respective Mandate Information Hui. People were able to register with Electionz and could cast a vote electronically at a hui or from the comfort of their own home. Electionz managed registrations and voting throughout the entire hui series.

## 8. The Mandate Hui Outcomes

The following summary outlines the individual hui and outcomes achieved by Nga Hapū Te Whakaaetanga.

### 8.1 NGATI MANU SUMMARY

Ngati Manu developed and delivered a series of Mandate Information Hui in accordance with Ngati Manu tikanga. Their whare tupuna (marae) is the primary place where important



decisions are made. A single vote process was applied by them, as is customary, calling Ngati Manu whanau to return home to participate in an important decision – “The binding decision is ultimately owned by all of those who participated. “Anei te kōrero o Te Whare”

A total of 7 Mandate Information Hui were held between 17th February 2024 to 13th May 2024. Hui were held in Karetu, Auckland and online, with the final hui dedicated for Ngati Manu whanau to cast a vote, through the raising of hands.

Total number of members attended a hui	315
Total number of eligible voters attended the voting hui	70
<b>Overall Result</b>	<b>100% voted Ae</b>

A report on the Mandate Information Hui delivered by Ngati Manu is available in **APPENDIX 3 – Te Whakahautanga o Ngāti Manu**

## 8.2 NGĀTI TOREHINA KI MATAKĀ SUMMARY

Ngāti Torehina ki Matakā developed and delivered a series of Mandate Information Hui in accordance with their tikanga and their tupuna whenua at Wharengaere being the focal point for their hapū decision making. A single vote process was applied by them, again, as customary, the hapū leadership, Kāhui Poutiaki O Ngāti Torehina Ki Matakā (KPON), calling all Ngāti Torehina ki Matakā whanau to return home to participate in an important decision.

A total of 3 Mandate Information Hui were held between 17<sup>th</sup> February 2024 to 31 March 2024. Hui were held in Kerikeri, Auckland and Wharengaere, with the final hui dedicated for Ngati Torehina ki Matakā whanau to cast a vote, through the raising of hands.

Total number of members attended a hui	78
Total number of eligible voters attended the voting hui	54
<b>Overall Result</b>	<b>100% voted Ae</b>

A report on the Mandate Information Hui delivered by Ngāti Torehina ki Matakā is available in **APPENDIX 4 – Ngāti Torehina ki Matakā Mandate Information Hui Report**

Te Puni Kokiri attended all of the hui as an independent observer. They have produced a report regarding the hui delivered by Ngāti Torehina ki Matakā, see **APPENDIX 4a – TPK Independent Observer Report**

## 8.3 PATUKEHA SUMMARY

Patukeha hapū developed and delivered a series of Mandate Information Hui in accordance with its own tikanga. For Patukeha, this can be summed up as ‘mā te whare ano te whakatau’ or that the whare will decide the day. The process included a mandate roadshow comprising a series of face-to-face hui and dedicated online hui for whanau who could not make a hui in person. Patukeha also commissioned the independent services of Electionz to enable all eligible voters to participate in voting.

A total of 6 Mandate Information Hui were held between 11 February 2024 to 11 May 2024. Hui were held in Te Rawhiti, Tamaki and online. People were able to vote electronically in person at a Mandate Information Hui or from home electronically. Electionz attended every hui. Electionz attended every hui and administered registrations during the Mandate Information Hui engagements.

Total number of members who voted	350
Total number of members who voted Ae (yes)	334
Total number of members who voted Kao (no)	16
<b>Overall Result</b>	<b>95.43% voted Ae</b>

A report on the Mandate Information Hui delivered by Patukeha is available in **APPENDIX 5 – Patukeha Mandate Report**

#### **8.4 NGATI KUTA SUMMARY**

Ngati Kuta hapū developed and delivered a series of Mandate Information Hui with an intent to reach as many whanau as possible and enable them to engage information, so that they could be well positioned to make an informed decision and to be able to cast a vote. Ngati Kuta commissioned the independent services of Electionz to enable all eligible voters to participate in voting.

A total of 6 Mandate Information Hui were held between 9 March 2024 to 12 May 2024. Hui were held in Te Rawhiti, Whangarei, Tamaki and online via Zoom. People were able to vote electronically in person at a Mandate Information Hui or from home electronically. Electionz attended every hui and administered registrations during the Mandate Information Hui engagements.

Total number of members attended a hui	298
Total number of members who voted	365
Total number of members who voted Ae (yes)	352
Total number of members who voted Kao (no)	13
<b>Overall Result</b>	<b>96.44% voted Ae</b>

A report on the Mandate Information Hui process delivered by Ngati Kuta is available in **APPENDIX 6 – Ngati Kuta Mandate Information Report, May 2024.**

Electionz has also provided a certificate verifying the results of voting, see **APPENDIX 6a – Ngati Kuta Electionz Report.**

## 9. Conclusion

Te Whakaaetanga Trust acknowledges the incredible effort made by each hapū to deliver their Mandate Information Hui. This is a significant effort, considering it is the first time our hapū have had to execute a formal and heavily scrutinised process.

The process was necessary to satisfy Crown requirements, and each hapū stepped up to that challenge.

The results have clearly signalled that the members of Nga Hapū Te Whakaaetanga have confidence that the Trust can fairly represent their interests, and some of this can be credited to the Trust's openness to incorporate Te Ao Maori and Tikanga and to whakamana Nga Hapū Te Whakaaetanga to lead.

Accordingly, we hereby encourage the Crown to carry out the steps they deem necessary, to confidently recognise the resounding decision of our people of their consent and endorsement of Te Whakaaetanga Trust as their mandated body to enter into negotiations.

We wait in anticipation of a positive result, which we hope to have early 2025.

## *Appendix Seven: Ngāti Manu Mandating Hui report*



## Te Whakahautanga o Ngāti Manu

Mai i nga mātāpuna o te awa o Te Karetu puta noa ki te  
wahapū o Taumarere ... Ngāti Manu kainga hokia!

Mā Ngāti Manu, Nā Ngāti Manu, E ai ki a Ngāti Manu!





## Whakahautanga o Ngāti Manu

Ngā Hapū o te Whakaaetanga have completed hapū rounds of Mandate Strategy information hui 13<sup>th</sup> May 2024. For Ngāti Manu this involved seven hui; three in our whare tūpuna at Karetu, two at the Cause Collective in Tamaki Makaurau, three online hui broadcast from Opuā and our endorsement hui at Karetu.

Ngāti Manu kainga hokia!  
Collectively,  
we are part of a journey of  
rediscovery, reclamation, redress and  
resilience.

The journey of Ngāti Manu begins in the  
hopes and struggles of our tupuna and lives  
on in the hearts of the generations that  
follow.

We must now weave together the threads  
of Ngāti Manu – wherever we are in the  
world – those that keep the home fires  
burning, and those who keep alight all the  
pathways home.

Te Whakahautanga o Ngāti Manu is a deeply Ngāti Manu-centric approach to the Mandate process. This approach is crucial to ensuring we uphold our Ngāt Manutanga throughout, making sure that our voices are not only heard and felt but also that everyone is given ample time for information to be thoroughly understood and considered before any final decisions are made by the hapū.

Te Tāhuhu Nui o Ngāti Manu facilitated these hapu hui, Scott Smith and Kim Peita shared Te Whakahautanga o Ngāti Manu and Te Whakaaetanga Trust Mandate Hui presentations and Te Tāhuhu Nui o Ngāti Manu representatives supported in each presentation, organised venues, technology, catering and accommodation. We chose significant hapū dates to initiate our hapū hui, beginning on the 17<sup>th</sup> February – Te Rā o Pomare and concluding on the 27<sup>th</sup> April – closest Saturday date to the commemoration of the Sacking of Otuihu Pā (30 April 1845).

Ngāti Manu Report to Te Whakaaetanga Trust 17 May 2024 – Te  
Whakahautanga o Ngāti Manu

It is important that we acknowledge our whānau who also generously supported this kaupapa:

- Our WAI Claimants Arapeta Hamilton, Marsha Davis, Dion Baker and Pita Apiata who remain connected and continue the long walk. - Our kaumatua who remain alongside us and for us.
- Tracey Walker and whānau at The Cause Collective in Manukau / Tamaki Makaurau for use of their amazing facilities at no cost. - Kalina Papali for the use of her technology / sound system. - Kelly Wedekind for the use of her workspace venue at Opua / facility & technology.
- Marlene Wipane and Kalina Papali for their work around our Hapu Registrations & Data Base.
- Angela Ross / Pizza Presto in Tamaki for our discounted catering. - Erana Peita, Taria Tane and whanau for the wonderful hospitality and catering at our final endorsement hui 4<sup>th</sup> May 2024.
- Nga Kaitiaki o te Ahi who setup for each hui at our marae. - Our whānau who attended hui / multiple hui to digest and understand the information that was shared and then attended our endorsement hui on the 4<sup>th</sup> May 2024.

Whānau expressed their support for the progress made towards achieving the mandate, recognising the efforts that have brought us to this point. They also acknowledged and remembered those who held the space for us during this journey, and those who continue to today.

The significant presence of rangatahi at the hui demonstrated active youth engagement and interest.

The depth of engagement and emotional response from many of the whānau highlighted their keen interest in learning about our Ngāti Manu history and whakapapa, as well as how proud they are to be Ngāti Manu.

All whānau filled out our Ngāti Manu Attendance Registers at each hapū hui recording their Name, Address, Email Contact and Phone Contact. These are for our information only, we will however share numbers with Te Whakaaetanga Trust.

Ngāti Manu Report to Te Whakaaetanga Trust 17 May 2024 – Te

## Whakahautanga o Ngāti Manu

Lastly Ngāti Manu confidently hold to “Mā te whare e kōrero” and the “4 Ahi” tikanga o Ngāti Manu. They have held us in good stead across the years and continue to today.

### **Ma te Whare e Korero. He Tikanga Tawhito tenei no Ngāti Manu**

This tikanga guided our final decision-making process within the whare

.

- An old model of operating that is uniquely ours
- Allows everyone present in the Whare to participate in the discussion
- Every kaupapa is placed in the Whare for discussion
- The outcome would be generally based upon consensus decision-making

"Ana, ko te korero o te Whare e penei ana..."

- It ensures that the discussion and decision are not captured or dominated by one person or group
- The binding decision is ultimately owned by all of those who participated

"Anei te korero o te Whare..."

### **Ngā Ahi (4 Ahi): Responsibilities to the fires of home**

Our purpose was to incorporate this tikanga into Te Whakahautanga o Ngāti Manu to clarify for our whānau attending the hui:

- The Ahi framework, allowing them to identify for themselves their position as a hapū member.
- How their identified “Ahi” guides their participation and contribution to the discussions:
- [Ahi karoa – the long-burning flame, Ahi teretere – flickering and unstable flame, Ahi tahutahu – intermittent flame, Ahi mataotao – cold or extinguished flame]

Our concluding Te Whakahautanga o Ngāti Manu endorsement hui originally scheduled for 27th April and rescheduled to 4th May (due to a hui mate) commenced with Arapeta Hamilton presenting historical kōrero to commemorate the Sacking of Otuihu Pā. Following this, Scott Smith provided a summary of the series of Te Whakahautanga hui we had conducted,

addressed questions from the whare, and proceeded to read the resolution:  
Ngāti Manu Report to Te Whakaaetanga Trust 17 May 2024 – Te  
Whakahautanga o Ngāti Manu

*The acceding hapū\* of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as “Ngā Hapū Te Whakaaetanga”) mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialed deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed.*

The kaupapa was passed back to Arapeta Hamilton who asked the whare, one by one, to kōrero and share their thinking, whakaae / kāhore rānei?

At the conclusion of everyone's korero the whare was asked again and declared “E whakaae ana te whare”!

We acknowledged the participation of all those who attended and celebrated the outcome of the hui with a wonderful hakari.

Total Ngāti Manu whānau who attended all Hui: 315

Total Ngāti Manu who attended final decision hui: 70

Total Budget / Expenditure for Te Whakahautanga o Ngāti Manu Hui:  
\$11,990.80

Te Tahuhu Nui o Ngāti Manu

## *Appendix Eight: Patukeha Mandating Hui report*





# PATUKEHA

**MANDATE  
REPORT**

[facebook.com/patukeha](https://facebook.com/patukeha)

# Patukeha Mandating Report

## Foreword

Kia tākina te tautara ki Motūkōkako whakatahahia te Tikitiki o Tūtemahurangi, he manu kawē i ngā kī ki roto o Pouerua, ngā kohu e tatao ki runga o Rākaumangamanga kei tātuna kia tapu te riri whai mai rā ki ahau.

We continue to acknowledge those who came before and created the path that we, those who are left, inherit. Their tireless and selfless battle to bring unity towards a common cause of hapū rangatiratanga will forever be remembered. We honor them as we undertake this critical step in the Treaty Settlement journey as we once more seek the united voice of Patukeha to either advance to the negotiation table with the Crown at this time or not.

## Introduction

On 15 December 2023, the Crown endorsed the mandate strategy from Te Whakaaetanga Trust. This gave Patukeha the green light to formally seek a mandate from its people to advance its Te Tiriti o Waitangi claims to the negotiation table with the Crown. This report outlines activities that Patukeha hapū carried out through its mandating process. It highlights the voice of the whānau that participated in the process, shows the results of the voting from whānau, and concludes with a statement on the process from the independent third-party, Election NZ.

Patukeha agreed on its mandating process in accordance with its own tikanga. For Patukeha, this can be summed up as ‘mā te whare ano te whakatau’ or that the whare will decide the day. Patukeha held an open hapū hui of its people to decide on an appropriate process and ultimately landed on an independent voting process for its 18+ aged members.



The whare was very clear that it wanted:

- A fair, robust, and open process that was inclusive to as many whānau as possible no matter where people were living.
- A process that could withstand public and Crown scrutiny
- A process that the generations still to come could look back on and be proud of

## **Patukeha mandating process**

The mandating process for Patukeha began on 11 Feb 2024 and concluded on 11 May 2024. Patukeha ran an information and mandating roadshow comprising a series of face-to-face hui across Te Tai Tokerau and Tāmaki. There were also dedicated online hui for whānau who could not attend the in-person hui. Each hui had the same agenda as follows:

- Whakatau (and kapu tī for the face to face hui)
- Presentation of critical information
- Q&A session
- Electionz information session
- Whakakapi (and kai for the face to face hui)

Te Whakaaetanga trustees and Patukeha hapū māngai Shirley and Jamie Hakaraia presented the critical information and facilitated the Q&A sessions. It was important to keep a neutral perspective and tone throughout the hui so whānau could feel comfortable to express their position.



A volunteer team supported the wider work through the mandating period. This included roles and activities for the organising of the events, Taumata duties, registering for the event, hosting people, hapū database management, catering, and coms.

Patukeha contracted an independent group, Election NZ, to run a voting process. Their people were present at each of the information and mandating hui. Their on-the-day work was to log and manage attendance, present to attendees information on the voting process, and act as a support desk to whānau. Voting was available on the day at each hui and having the Electionz team on hand to help out whānau was great.

Away from the hui, Electionz would continue to provide their support desk role, manage the voting, tally the votes, and provide an independent and unbiased report on the way the hui were conducted. This report is **attached** further down. The hui locations and schedule was as follows:

- 11 Feb 2024 at Te Rāwhiti Marae
- 17 Feb 2024 Online Hui
- 24 Feb 2024 at Te Kura Kaupapa Māori ā Rohe o Māngere
- 02 Mar 2024 Online Hui x2 (Morning and Afternoon)
- 09 Mar 2024 at Te Rāwhiti Marae



## Outcomes of the mandating process

The infographic below shows the outcomes of the information and mandating activities as well as a breakdown of the voting results. The voting results were provided by Electionz and the coms activity information was provided by Te Rūnanga o Patukeha helpdesk.

# OUTCOMES

Outcomes of the Patukeha mandating process



## PATUKEHA VOTES ĀE TO MOVE FORWARD

**95.43%** Voted AE

**4.57%** Voted KĀHORE

**334** voted AE

**16** voted KĀHORE

---

### HIGH VOTER RETURN - 63%

**556** individuals registered to vote

**350** individuals voted

**63%** Voter return

---

### HIGH COMS ACTIVITY

**836** ENGAGEMENTS\*

**6** INFORMATION & MANDATING HUI

**5** NEWSLETTERS

\*Whānau engagements via Patukeha support desk



## Whānau Voice

Thirty plus whānau on average attended the hui. Whānau were welcomed into the discussion through whanaungatanga and manaakitanga and most appeared very comfortable and happy to share their perspectives and speak their mind. The discussion flowed freely and the support team as well as Electionz did well to capture this kōrero.

Whānau also made their thoughts known through hapū coms channels. Social media and the hapū support desk fielded a large number of statements and queries. The below section is a summary of all the kōrero that whānau shared in some way, along the way.

### Whānau in support

There appeared to be more kōrero from whānau in favour of Patukeha advancing its claims to the negotiation table via Te Whakaaetanga than there was against. The kōrero below outlines themes that came through the kōrero from those who were in support.

#### Hapū led process

Whānau felt comfortable that this was a process created by them for them and that the Crown had come a long way to support it. They spoke of the contrast between the Te Whakaaetanga process and the disastrous Tūhoronuku saga that championed a top-down iwi-led model. They felt more in control of this process.

Some key quotes from whānau were:

- “E kore ahau e tuku mā te rāwaho a te Patukeha e kōrero”
- “If there is a solution, I trust my own people first to find it”
- “We have seen time and time again groups from outside of our rohe dictating terms and failing us. We don’t need that. We are big enough and ugly enough to lead ourselves”
- “Te Tiriti o Waitangi and He Whakaputanga recognise hapū as the authority. My tūpuna Te Wharerahi, Rewa, and Moka signed these documents with that belief and therefore I believe it too”

#### The Opportunity is now

Whānau were happy to see that Patukeha has advanced this far through the Settlement process and were encouraged to hear the support that Te Arawhiti has provided so far. Whānau spoke of the constant delays and drawbacks that they endured through the Tūhoronuku and subsequent similar regimes. They do not want to endure another wasted decade reverting back to an iwi-based model.



Some key quotes from whānau were:

- “It is our time and we need to seize the day”
- “how many more of our old people will die before we get there?”
- “how long til the next group comes in to act on our behalf without our consent and fail us too? We have been more successful leading our own kaupapa so let’s get on with it!”

### **We trust our Trustees**

Whānau spoke a lot about the trust they have for their Patukeha Te Whakaaetanga Trustees and their commitment and ability to deliver. The trustees have committed over a decade to WAI 1140 (the Patukeha Treaty Claim) and have gotten Te Whakaaetanga to this stage as the only group within Ngāpuhi formally seeking a mandate to go to the negotiation table with the Crown.

Some key quotes from whānau were:

- “I thought we had already voted Āe before, are we doing this all again?”
- “I tautoko these two, they have delivered on everything that we have asked”

### **Whānau not in support**

There was a small group of whānau that were not supportive of going to the negotiation table via Te Whakaaetanga Trust. Outlined below are the key themes that came up in this kōrero.

### **We don’t know enough about Te Whakaaetanga and we don’t trust the Crown!**

One or two whānau expressed that they did not know enough about Te Whakaaetanga Trust nor the Treaty Settlement process it was embarking on. They expressed that they distrust trust boards in general and fear Te Whakaaetanga is another top-down group not unlike others that have come through over the years.

Some key quotes from whānau were:

- “I don’t trust Trusts nor the government!”
- “Why settle, why negotiate with the thieves?”

### Our kaumatua did not support this!

Some whānau expressed that a very important kaumatua in Patukeha had become disillusioned by the path Te Whakaaetanga was taking and before his untimely passing he voiced to these whānau that he no longer supported Te Whakaaetanga. While the whānau themselves did voice their non-support for Te Whakaaetanga, they wanted it known that this kaumatua did not.

Some key quotes were:

- “Did you know that our kaumatua no longer supports this (Te Whakaaetanga)? He told this to me”

### Why can we not go ourselves (to the negotiation table), why the need for Te Whakaaetanga?

Some whānau said that Patukeha is big enough and capable enough of managing its own affairs and that it ought to deal directly with the Crown. Te Whakaaetanga is a compromise in their eyes of pandering to the Crown and not holding fast to hapū mana motuhake and tino rangatiratanga.

Some key quotes were:

- “Why do we not fight harder for our right to be at the negotiation table by ourselves?”
- “We march to the Crowns’ drum and to our downfall”





## Report from Electionz

Patukeha was very keen to have a robust, open, and transparent process that could also withstand the scrutiny of the public and the Crown. In addition to managing the voting process, Electionz was contracted to produce an unbiased view of the Patukeha information and mandating hui. Electionz is an independent and reputable organisation with decades of experience working with Māori and the Crown in Treaty Settlement processes across Aotearoa. The **attached** report from Electionz summarises their opinions on the Patukeha information and mandating hui.

## Te Anga Mua - the path ahead

The voting results are clear, Patukeha has elected to advance its Te Tiriti o Waitangi claims to the negotiation table via Te Whakaaetanga. While the voting outcome was overwhelmingly supportive, this is not taken lightly or for granted. Work will continue to keep Patukeha and its whānau members informed and supportive through what can be a long and difficult Crown process.



Tēnā koutou katoa, ngā manaakitanga o te waahi ngaro ki runga ki a tātou.





# Te Whakaaetanga 2024 Mandate Endorsement Vote

## DECLARATION OF RESULT

As at 6pm Thursday, 23 May 2024

**Resolution:** "The acceding hapū of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as "**Ngā Hapū Te Whakaaetanga**") mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed."

I declare the result of the ratification vote held by online and in-person and postal voting that closed at 11:59pm on Saturday 11 May 2024:

Overall Result	Votes Received
ĀE / AGREE	334
KĀO / DISAGREE	16
INFORMAL	0
BLANK	0

The majority (95.43%) of valid votes cast on the resolution voted **ĀE / AGREE**

The voting return was 62.95% from 556 eligible electors.

**Isiah Roberts**  
Chief Returning Officer  
27 May 2024

[electionz.com](https://electionz.com)

0800 666 028

[iro@electionz.com](mailto:iro@electionz.com)



# Patukeha

## 2024 Mandate Endorsement Voting

*Electionz commentary on the process.*

**Parameters:** Voting was conducted by online voting, with in-person voting via tablet or voting paper available at each of the in-person Madate Endorsement Hui.

Voting credentials were sent to each registered member by email and/or text message.

Voting was available to those registered members of Patukeha as well as anyone else who whakapapa to Patukeha. Those who were not already registered were able to do so by completing a Register to vote form, and were issued with a special vote; in person, via email or via text message.

Special votes are only included in the final result if their whakapapa is verified by Patukeha through Patukeha's tikanga and processes.

ENZ provided Patukeha with the information on special voters as provided to ENZ by the individual, Patukeha were not provided information as to whether the individuals had voted or not. Patukeha were not provided with any information that could identify how any individual had cast their vote.

There was one resolution to vote on.

The Final Results are as set out in the final result document.

### **Initial Registration Database:**

The initial database was provided by Patukeha who went through the ENZ standard process for database control. Database management is a significant undertaking and it can be hard for primarily volunteer organisations and trusts to maintain databases. Patukeha database did have occurrences of duplicate electors in the initial database that was captured as well as a handful of incomplete records. This was not unexpected or unusual. Volunteer organisations do not have the same resources as organisations that have dedicated database staff and dedicated systems. The Patukeha database was considered to be robust but with expected administrative errors.

## **New Registrations:**

New Registrations were captured through the register to vote form with consent for the information to be used for the voting process and provided to Patukeha for Whakapapa Verification and ongoing communication from the Hapū.

One individual did not provide consent for their personal information to be shared with Patukeha outside of whakapapa verification. Their whakapapa information was provided to Patukeha but not their other personal information and instruction was given to Patukeha that the information was not consented to be retained.

Voting Integrity.

ENZ is responsible for ensuring that a robust, independent and secure voting process is conducted within the parameters of the contract engaged in.

ENZ followed standard procedures to ensure ONE person ONE vote was adhered to. Unique PIN and Passwords are issued to each elector and once a vote is cast it cannot be recast.

There were a couple of instances where an already registered individual re-registered during the voting process and was issued with an “additional” vote. The election best practice ruling is that anyone who believes they have a right to a vote be issued with a special vote and the Returning Officer deals with any instances of potential duplicate or incorrect issuing after the fact. Removing barriers to entry in voting is incredibly important. During the reconciliation of the vote, these duplicates/invalids are identified and removed.

Duplications are not uncommon in ratification processes. Some are genuine human errors. Someone may for instance vote right at the beginning of the process, forget they voted and then re-register using different personal information, such as a married name, new email or cell phone number different to what they were already registered under.

In the Patukeha 2024 Mandate Endorsement, there was one instance of what could have been intentional duplication where an individual registered twice during the process attempting to obscure their identity and therefore have more than one vote considered.

This was identified and stopped.

## **Mandate Endorsement Hui:**

The Returning Officer – Isiah Roberts was present at each of the in-person and online mandate endorsement hui. Isiah Roberts is the representative of Electionz on the process.

Isiah Roberts was available to assist Uri with voting, registration and voting-related questions.

At each of the Hui Isiah Roberts spoke to the attendees about the role of ENZ and the voting process.

At each hui Isiah Roberts spoke to the importance of personal information integrity, and that ENZ were not the ultimate holder of any personal information provided for the election process. That information is only used for the election and is returned to Patukeha where relevant and is deleted by ENZ after the end of the voting period and stand-down period.

Isiah Roberts also shared ENZ's role as independent to Patukeha and the Crown.

ENZ facilitated the voting process for both Patukeha and Ngāti Kuta. Isiah Roberts explained that both processes are independent and that ENZ does not cross-share any personal information provided by individuals without the individual's express consent.

Isiah Roberts can confirm that a consistent presentation was made by Jamie and Shirley at each of the Ratification hui.

There were questions from Uri at each hui and they were responded to.

ENZ received a consistent question about voter return and vote outcome. Isiah Roberts explained that ENZ facilitates the voting process and produces a result it is then up to Te Arawhiti, the Ministers and Patukeha to determine what the outcome means for them. ENZ encourages strong participation in the voting process in which as many people as possible cast a vote, but ENZ does not have a position on the outcome of the vote.

At the Tāmaki / Auckland Hui a number of Uri did not sign the attendance register initially as they came to air grievances. In the opinion of Isiah Roberts the grievances were unrelated to the Mandate Endorsement Hui and there was good engagement by these individuals once the presentation was given and they were given the opportunity to speak to their grievances and then engage with the intended purpose of the Hui.

**Voting Influence:**

Isiah Roberts did not witness any instance of the presenters attempting to unduly influence a voter. Voters were encouraged to vote and vote freely and any voter who approached Isiah for assistance was given the opportunity to do so without anyone “watching over their shoulder” or in the presence of the presenters.

ENZ considered the presenters and their support team to have given fair consideration to any voter's right to cast the vote as they see fit. Independently and by their own will.

The presenters are in favour of the information they are presenting. They engaged freely with the people that Isiah Roberts saw them interact with and Isiah did not witness any instance of the presenters or their team shutting down anyone who brought questions, disagreements or discussion to the hui and times before and after the hui.



Rawhiti 11 Feb 24

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PATUKEHA HAPU MANDATING HUI – 11 FEBRUARY 2024

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Maudie + Tetchen Kirimui/Hau	874 Rawhiti Rd	0273834199
		094037088



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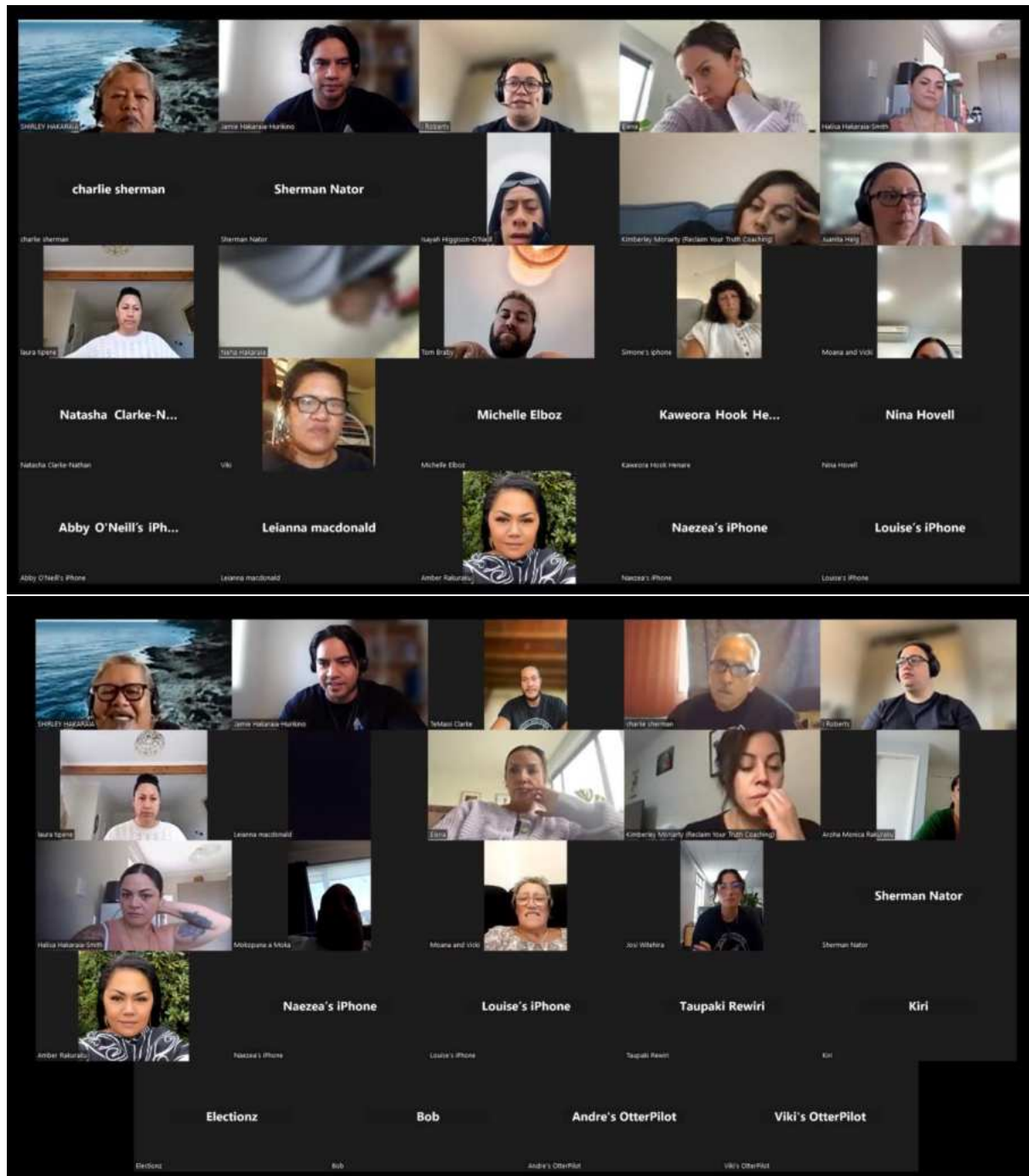
## ATTENDANCE LIST

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# Patukeha Mandating Online Hui – Attendance

17 February 2024





Tāmaki Makaurau / Auckland Hui

PATUKEHA HAPU MANDATING HUI – 11 FEBRUARY 2024

## ATTENDANCE LIST

[illegible]



~~Patukeha Hapu~~ Rāwhiti 9 March 2024

PATUKEHA HAPU MANDATING HUI – 11 FEBRUARY 2024

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## *Appendix Nine: Ngāti Kuta Mandating Hui report*



# **NGATI KUTA HAPU KI TE RAWHITI**

## **MANDATE INFORMATION HUI REPORT**



### **OUR MANDATE JOURNEY**

**KO AU TE WHENUA, KO TE WHENUA AU**

**MARCH – MAY 2024**

Version 2 – updated 8/04/25

## TE ROOPU O TE MATAKITE

“Those who have Foresight.”

Author: Natasha Clarke-Nathan

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**YEARS HAVE PAST**

Our Tupuna REWETI IREKOE began this journey in 1840,  
Our Kaumatua & Kuia took our claims to the Waitangi Tribunal,  
Now we push on, in pursuit of Negotiations with the Crown  
That our Mokopuna will reap the rewards of Justice,  
That they can live as they ought, in their  
Ngati Kutatanga, their Haputanga  
Their Tino Rangatiratanga  
**Tu Tangata Ngati Kuta!**



## Tena tatou katoa,

Hutia te rito o te harakeke,  
Kei hea te komako e ko e,  
He aha te mea nui o te ao?  
Maku e ki atu,  
HE TANGATA  
HE TANGATA  
HE TANGATA!

We have reached another important milestone in our journey to pursue the mana of Te Tiriti o Waitangi and maintain the purpose that our tupuna Irekoe intended when they signed Te Tiriti in 1840 at Waitangi.

At the completion of the independent Waitangi Tribunal Inquiry stage, we prepared ourselves for the next stage, which is to meet the Crown's criteria, to get to the negotiation table. The requirements are to;

- collectivise into large natural grouping,
- establish a legal entity to represent us, and
- seek a mandate from our people for the legal entity, Te Whakaaetanga Trust to enter negotiations with the Crown.

Our pursuit for justice has transitioned many generations. In 2018, Ngati Kuta formalized a Large Natural Grouping with neighbouring hapu, Patukeha, Ngati Manu and Ngati Torehina ki Matakāa with the signing of He Kaweneta. In 2020, the Minister of Treaty Settlements formally recognised that we had met the Crown's definition of a 'Large Natural Grouping'. This was the first criteria of the Crown that we have satisfied.

Te Whakaaetanga is the working group for the four hapu, and they work to get each hapu through each stage of the Crown's process.

## TE WHAKAAETANGA TRUST

In December 2022, Ngati Kuta, Patukeha, Ngati Manu and Ngati Torehina ki Matakāa, formalised the Te Whakaaetanga Charitable Trust as the legal entity to represent the hapu at the negotiation table.

The Trust Deed was signed at a ceremony in Kerikeri which was attended by whanau from all four hapu. This has resolved the second requirement of the criteria of the Crown.

The new trustees then set out to develop a strategy to obtain a mandate from Ngati Kuta, both nationally and internationally. A large undertaking for the hapu.

In December 2023, The Office for Maori Crown Relations – Te Arawhiti, confirmed our Mandate Strategy for implementation.

In January 2024, Ngati Kuta, Patukeha, Ngati Manu and Ngati Torehina ki Matakāa, began delivering the Te Whakaaetanga Mandate Strategy, through several engagements with their respective whanau across the country and the world.

This report sets out the details of each of the Mandate Information Hui delivered by Ngati Kuta. We are grateful to everyone who participated in the hui and those who cast a vote to determine if Te Whakaaetanga Trust has a mandate from you to enter negotiations with the Crown.

Should we achieve a mandate, Ngati Kuta Hapu and Te Whakaaetanga Trust will have met all three criteria of the Crown and will progress to Stage 2 of the Crown's process, the Negotiation Stage.



**Glenys Papuni.**

On behalf of Ngati Kuta Hapu





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### APPENDICES

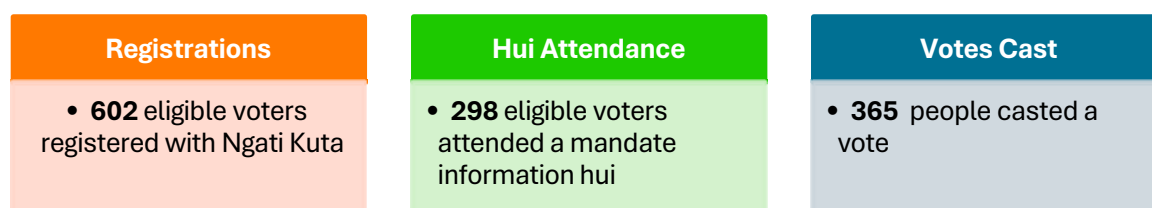
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## Executive Summary

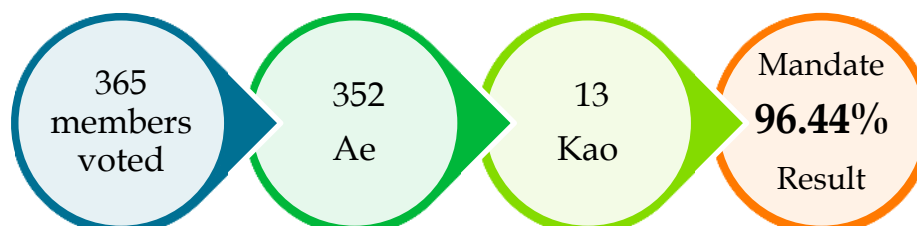
Ngati Kuta has delivered a series of six Mandate Information Hui between 9 March 2024 and 12 May 2024 to engage Ngati Kuta, who reside in many places throughout the world. The purpose of the hui was to provide our members with important information about the role of Te Whakaaetanga Trust and to seek their permission to mandate Te Whakaaetanga Trust, to be the entity who will represent Ngati Kuta in the negotiations with the Crown of our claims. Two of the six hui were hosted online via Zoom and four in-person hui were held in Te Rawhiti, Whangarei, and Auckland.

As part of our process, we commissioned the services of Electionz, who are an independent company, not representative of Ngati Kuta or the Crown, and contracted by the hapu to oversee the delivery of a secure electronic voting system for the registered members of Ngati Kuta to cast a vote on whether they agree or not, to the resolution put to each hui. The data results collected by Electionz from the hui shows the following:



To achieve the results, Ngati Kuta planned and executed a robust process to enable Ngati Kuta to engage hui and to access information and to be able to make an informed decision on whether they agree or disagree to mandate Te Whakaaetanga Trust. We implemented several communication platforms, comprising newspaper advertisements, facebook social media, email, website, hui and the Electionz email communications. We had good engagement turn out and we heard from both sides, those that supported and those that didn't. Overall, there was broad support for Ngati Kuta to progress the hapu through to negotiations, although a small portion of the hapu advocated against Ngati Kuta progressing with Te Whakaaetanga. Nevertheless, the process was valuable and has helped Ngati Kuta better understand the concerns of our people.

Those who did engage the process were eager to understand the journey that had taken place prior and what the next steps would achieve if a mandate was obtained. Some sought additional information to gain better clarity and they were supported by the Ngati Kuta Mandate Team to access additional information as it was requested. The overall result of the vote calculated by Electionz was:



**Ngati Kuta has spoken!** They agree that Te Whakaaetanga Trust represent us in negotiations. This report sets out the key information about the mandate process deployed by Ngati Kuta hapu.



## 1. Introduction

### Ngati Kuta has Spoken! 96.44% Voted Ae!

Ngati Kuta Hapu is in the final phase of Stage 1 of the Crown's process, which is to achieve a mandate from Ngati Kuta, to endorse Te Whakaaetanga Trust to enter negotiations with the Crown. This is a critical step, No mandate, No negotiations!

The Crown requires Ngati Kuta to deliver a robust and durable process to obtain a mandate from our people, and to maintain that mandate if one is achieved. The purpose of this report is to set out the details of the Mandate Information Hui delivered by Ngati Kuta and our Te Whakaaetanga representatives, between March and May of 2024.

Ngati Kuta has appointed two trustees to represent our interests in Te Whakaaetanga Trust. Their role is to help Ngati Kuta navigate the Crown's processes and synchronise the activities that must be delivered alongside Patukeha, Ngati Manu and Ngati Torehina ki Matakā. The trustees were supported by many Ngati Kuta who have committed and dedicated time to deliver the Mandate Strategy. It has been an incredible effort by all involved, and one that has returned great results.

More importantly, we must acknowledge, that Ngati Kuta has managed to get to this stage because of the work delivered by our claimants for WAI 1307 and WAI 1958, and our kuia, who spent many years researching and presenting evidence to the Waitangi Tribunal inquiry for Te Paparahi o te Raki. While that stage is now complete, we are forever grateful and honour their strength and dedication that has achieved one of most significant findings by the Tribunal (among many others) that "Ngapuhi did not cede sovereignty to the Crown". Their hard work has progressed us to this stage.

Ngati Kuta has spoken, **96.44% of eligible voters, who casted a vote<sup>1</sup>, said Ae to a mandate for Te Whakaaetanga Trust** to enter negotiations with the Crown. We are deeply humbled and grateful to all Ngati Kuta who engaged this important kaupapa. Tenei te mihi aroha kia koutou.

## 2. Our People

Capacity and capability are critical to the success of any organisation. The Mandate Information process is not an easy road and not a journey to underestimate. It requires dedication, commitment, strategic and critical thinking, not to mention lots of patience, aroha, and a mighty thick skin!

Our people are busy people who volunteer to the Ngati Kuta work programmes, yet those who came out to tautoko our Mandate Information Delivery Team must be acknowledged and applauded because it takes a Hapu to achieve great things.

<sup>1</sup> The report was updated on 8 April 2025, to include the words "who casted a vote" to make the information clearer for readers.

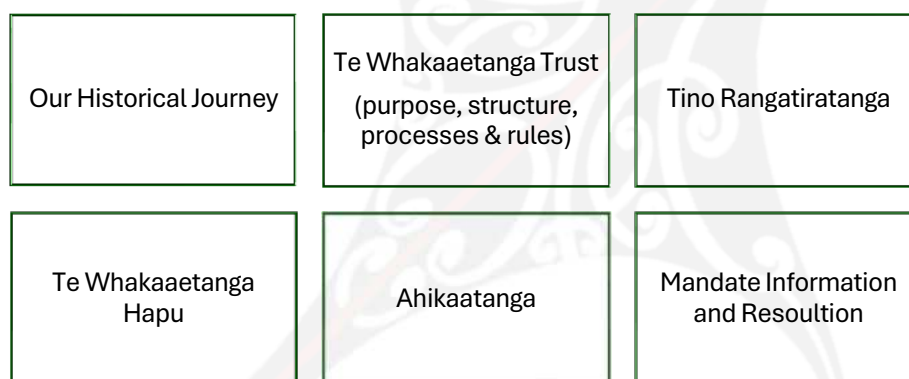
The team was pushed continually to maintain momentum and we thank everyone who contributed their knowledge, skills, and time to uphold the Mana of Ngati Kuta.

<b>Our People</b>	<b>What they Do</b>	<b>Acknowledgement</b>
<b>Mandate Hui Taumata</b>	Each Mandate Hui was led by a taumata.  Our taumata ensured that we delivered our hui in accordance with Ngati Kuta tikanga.	George Riley – Rawhiti Russell Hook – Rawhiti Raniera Whiu – Whangarei Shane Witehira – Whangarei & Online Dougal Stott – Tamaki Matutaera Clendon – Te Rawhiti Russell Hook – Te Rawhiti Haimona Tauariki – Te Rawhiti
<b>Nga Kaumatua Kuia o Ngati Kuta</b>	Our kaumatua and kuia meet regularly prior to every hapu hui. Some have travelled with the team to tautoko our Mandate Information Hui They are on call 24hrs a day to provide guidance and advice to our Mandate Information hui and our working group hui. They kept all of us on the straight and narrow.	Elizabeth Mountain Ellis Maaki Howard Maude Ririnui Touchen Ririnui Polly Hall Harata Clarke Hully Clarke
<b>Ngati Kuta ki Te Rawhiti Trust</b>	The trustees are at the core of all our work programmes. They take direction from the whare (the hapu) and work to administer those directions. The trustees lead all the communications out to our whanau including emails, facebook and website content.	Arana Rewha Glenys Papuni Lynette Te Tai Ashlee Peacock Jessie Patch
<b>Ngati Kuta Data Team</b>	Data Management is a highly complex area, requiring expertise and acumen. Singlehandedly managing our member registrations, our website development, lead adviser to all of us on communications, data, and technology, and helping whanau register and vote.	Elizabeth (Liz) Harte
<b>Te Rawhiti Marae</b>	Our marae trustees tiaki our most precious taonga – our Whare Tupuna and supported the delivery of every Mandate Information Hui	Michelle Elboz
<b>Ngati Kuta Hapu Reps to Te Whakaaetanga</b>	They take directions from the hapu and integrate those into the Te Whakaaetanga work programme. They provide information back from Te Whakaaetanga on the Crowns processes and provide guidance on how to navigate and implement the process	Dean Clendon Natasha Clarke
<b>Whanau who</b>	We had many supporters who attended every hui.	Thank you, whanau!

**came to tautoko every hui** This is significant and generous aroha because we are all in this together.

### 3. The Mandate Strategy

Our Mandate Strategy was developed over a 12mth period between January – December 2023. Many hapu hui were held in Te Rawhiti during 2023 to draw out information then piece it all together into a strategy. The following diagram shows the core areas of the Strategy:



#### 3.1 Our Historical Journey

The Strategy outlines the journey that Nga Hapu Te Whakaaetanga have embarked to formalise our Large Natural Grouping. It describes the work undertaken to engage all the Ngapuhi hapu who participated in the Takutai Moana collective.

More than 50+ hui have been held between 2015 – 2018, where Ngati Kuta had intended to progress a Large Natural Grouping with other Takutai Moana hapu, however due to differences of opinion about Rangatiratanga and Ahikaatanga, Ngati Kuta decided to withdraw from that group, as did Patukeha, Ngati Manu and Ngati Torehina.

As a result of the withdrawal, the four-hapu pursued further discussions among themselves which led to them agreeing to formalise themselves as a Large Natural Grouping. Ngati Kuta, Patukeha and Ngati Manu came together by agreement in 2018 and representatives of each hapu signed He Kaweneta. Ngati Torehina ki Matakā later joined the group in 2019. Together, the four hapu are Nga Hapu Te Whakaaetanga.

#### 3.2 Te Whakaateanga Trust

Te Whakaaetanga Trust was formalised by Nga Hapu Te Whakaaetanga in January 2023. Since then, the Te Whakaaetanga Trustees have worked with the hapu to develop a strategy that supports each Hapu to seek a mandate from their people. The Strategy provides detailed information about Te Whakaaetanga Trust. It sets out the Trusts purpose, strategic objectives, structure, processes, and rules which are all

contained in the Trusts Deed. The significant difference between the Te Whakaaetanga Trust Deed and the deeds of other similar entities, is the way in which ‘Hapu Tikanga’ has been woven into the deed.

Each participating hapu has sought a guarantee that Hapu Mana and Hapu Tikanga prevails the Trusts status and all its objectives. What this means simply is that the Trustees appointed to Te Whakaaetanga by each hapu must operate in the Trust as directed by their hapu and that Te Whakaaetanga does not exclusively have any ability to deliver its operations unless all four hapu, agree.

This is a first for Ngati Kuta and extremely essential because many generations have worked in this space, and we cannot lose control of our Mana Motuhake, our narrative, nor our desired pathway to any other group or entity. Hapu Tino Rangatiratanga must prevail.

### 3.3 Tino Rangatiratanga

Hapu tino rangatiratanga (absolute authority) has been well embedded throughout our hapu territory since time immemorial and has never been extinguished. Our authority was reiterated and internationally declared on 28 October 1835 through He Whakaputanga o te Rangatira o Nu Tirene. He Whakaputanga set the platform for Te Tiriti o Waitangi.

Nga Hapu Te Whakaaetanga are steadfast because the Tribunals finding verifies what we have always claimed “that we did not cede our sovereignty to the Crown when we signed Te Tiriti o Waitangi”. It solidifies our intentions to seek restoration from the Crown. It is equally significant because we can confidently engage negotiations and seek redress without any risk to ceding our Tino Rangatiratanga. Tihei Mauri Ora!

### 3.4 Joining & Withdrawing from Te Whakaaetanga Trust

The provisions of the Te Whakaaetanga Trust Mandating Strategy set out how hapu representatives will operate and how other hapu can join Te Whakaaetanga Trust and how existing hapu members can withdraw from the Trust. It is a Crown expectation that this provision be available to other hapu who naturally align with us, so that their claims can be negotiated alongside ours.

However, Nga Hapu Te Whakaaetanga has signaled to Te Arawhiti, that there will be a time when this window of opportunity closes to other Ngapuhi hapu. It has taken Nga Hapu Te Whakaaetanga six years to develop the agreements, legal structure, and strategies to get us to through the mandating stage. Should another hapu join Te Whakaaetanga Trust, the progression of the current members may slow, or even stall, as we wait for the new member(s) to come up to speed with the Crown’s process and while they work to obtain a mandate from their hapu. This aspect must be carefully weighed up as there are pros and cons to new members joining. That’s not to say that Nga Hapu Te Whakaaetanga are closed to the requirement, but there is emphasis for new members to be able to bed in quickly, because momentum must be maintained.

### 3.5 Ahikaatanga

Ahikaatanga is an important tikanga for Nga Hapu Te Whakaaetanga. It highlights the rohe that we tiaki day by day. Ngapuhi comprises 415 individual WAI Claims, of which 10 other hapu and 1 other Iwi claim that they too have interests to the whenua that Nga Hapu Te Whakaaetanga are ahikaa.



These WAI claims are competitive in nature and the Crown encourages each hapu to engage discussions on crossclaim areas. Nga Hapu Te Whakaaetanga has defined Ahikaatanga as a tikanga that may help bring resolve or to help lead to agreements with cross claimants. There are no hard and fast solutions for this and instead we must treat each conversation with respect and empathy, particularly to see all Ngapuhi hapu achieve sustainable and durable solutions.

### 3.6 Mandate Information Hui & Resolution

In accordance with Crown process, Nga Hapu Te Whakaaetanga are required to deliver a series of information hui with their respective members. Whanau are the collective decision makers for Ngati Kuta, who determine whether they support their hapu to proceed. Ngati Kuta has delivered a series of hui locally, nationally (online) and worldwide (online) to seek a mandate from Ngati Kuta to proceed. A resolution was presented to participants of the hui which reads:

In accordance with the guiding principles of Te Whakaaetanga, the Trust will be facilitating a hapū-driven process for seeking your mandate. That means Ngāti Manu, Patukeha, Ngāti Kuta, and Ngāti Torehina ki Matakā have determined their own process, in accordance with their tikanga, for seeking the approval of their hapū members on the following resolution:

*The acceding hapū\* of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as “Ngā Hapū Te Whakaaetanga”) mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed.*

*\*As at the date of this Mandate Strategy, the acceding hapū are Ngāti Torehina ki Matakā, Ngati Manu, Ngāti Kuta and Te Patukeha.*

This is the resolution that Ngati Kuta members cast a vote on. The details of each hui are presented later in this report.

**For further reading, you can access the following documents on our website [www.ngatikuta.maori.nz](http://www.ngatikuta.maori.nz)**

- Te Whakaaetanga Trust Deed
- Te Whakaaetanga Trust Mandate Strategy
- The Mandate Information Presentation

## 4. Electionz – Helping Us to Vote

An important key message continually conveyed to us by Te Arawhiti is that the Crown requires all groups seeking a mandate to run a robust process. Ngati Kuta has considered what a robust process means and how we can deliver that, with the limited resources that we have.

The intention of delivering a series of communications and hui was to ensure that Ngati Kuta whanau had ample opportunity to participate, learn, and obtain answers to their questions. Further, it was essential that Ngati Kuta were supported to register as members of the Hapu and have ability and support to cast a vote on whether they agree that Te Whakaaetanga Trust be mandated to progress Ngati Kuta to the negotiation table, or not. Ngati Kuta prides itself on three core principles:

- Tika** Being upright, fair, and true to appropriately express the mana of Ngati Kuta.
- Pono** Being honest, genuine, and sincere so to show respect everywhere we are.
- Aroha** To have a genuine concern, compassion, and to act with the right empathy toward each other.

Implementing our core principles into our strategy, Ngati Kuta agreed that it was important that our whanau had an ability to:

- a) Cast a vote of their own free will, and
- b) Cast a vote free from coercion, and
- c) Cast a vote free from any pressure, and
- d) Have time to absorb information, ask questions, and talk to whanau before they decide.

Electionz is an independent professional company that provides services to a broad range of groups to enable their members to cast votes. Ngati Kuta opted to commission the services of



*Isiah Roberts – Electionz*

Electionz as they have 22+yrs experience, robust voting systems, retain a neutral position, and they have capability and systems to guarantee certainty that the voting system is independently operated and accounted for.

Isiah Roberts from Electionz supported Ngati Kuta throughout the entire Mandate Information Hui process. Not only is he a great person who complimented our team, but he came with an incredible wealth of knowledge and experience having supported more than 650 Mandating Information Hui throughout his career.

Ngati Kuta whanau were able register and vote in person at a hui and online. Electionz were also critical to supporting the roll out of communications to all registered Ngati Kuta.

Tenei te mihi mahana, te mihi aroha kia koe Isiah mo to tautoko aroha kia Ngati Kuta whanau. Mauri ora e te whanaunga.

Electionz Voting Results – **see Appendix One.**  
Full report available on our website  
[www.ngatikuta.maori.nz](http://www.ngatikuta.maori.nz)

## 5. Reaching Ngati Kuta

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The Te Whakaaetanga Mandate Strategy for Ngati Kuta Hapu planned the delivery of six engagement hui, four hui scheduled for locations where Ngati Kuta are most prominently residing, and two online hui to reach Ngati Kuta who reside in other areas of Aotearoa and offshore.

### 5.1 The Ngati Kuta Registration Database

In 2021 Ngati Kuta started a new contact database, which replaced our previous one, because the previous database did not comply with the Privacy Act. Unfortunately, our existing database was not transferable to our new system because we didn't have the legal ability to transfer the data without permission from every member to shift their data. Instead, the hapu decided to start a new membership register.

By August 2022, 290 people had registered with our new system, and during the Mandate Information Hui phase (March – May 2024) the eligible<sup>2</sup> voting membership has grown to 602 members, an increase of 312 members.

Of those who registered, 365 members elected to cast a vote and 250 members elected not to. It is unfortunate that some didn't participate, and although some of them did attend a hui (some attended several hui), they elected not to participate for reasons pertaining to their personal views and the views and experiences they held as a whanau. More importantly, Ngati Kuta delivered a fair, transparent, and secure process for every individual to participate, ask questions and cast a vote. Further it is estimated that approximately 20 individuals on our register are possibly deceased, therefore our membership of eligible voters is more likely around 345.

Considering this is the first time Ngati Kuta has ever led a campaign outside of Te Rawhiti, holding hui in multiple locations, the results are pleasing. We started with 290 members which increased by 60% during our 9-week campaign. This signals that our communications have been affective, even though we do not have the same capacity, systems, and resources in comparison to other well-established Iwi.

### 5.2 Advertising

Ngati Kuta reside in many locations throughout Aotearoa and in many countries throughout the world. Reaching them to inform them of the up-coming Mandate hui was very important and our strategy needed to consider the diverse requirements of our people. For example, our varying age demographics mean that kaumatua use different information platforms to rangatahi and our strategy needed to balance the needs of everyone.

Ngati Kuta utilised the following platforms to advertise our Mandate Information Hui because the range had ability to reach all of our people, regardless of the user's constraints.

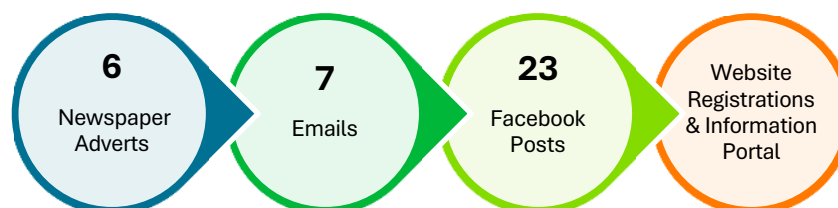
- **National & Local News Papers** – still a preferred information platform of our kaumatua

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<sup>2</sup> Eligible voting members aged 18yrs and over

- **Facebook** – the platform that most of our whanau are engaged with, particularly rangatahi, whanau living abroad and some of our kaumatua.
- **Website** – an information platform often used by whanau on occasion and a platform where larger information documents are accessible.
- **Email** – an information platform where all registered members could receive information and voting correspondence. Electionz also utilised this platform to reach Ngati Kuta.
- **Hapu Hui** – information was continually communicated through hapu hui, including Mandate Information Hui
- **Zoom** – online engagement to all our Hapu Hui, enabling whanau to join and participate no matter where they reside.

Several advertisements were distributed on various platforms to inform Ngati Kuta of the up-coming Mandate Information hui, including several newspapers – See **Appendix Two – Hui Advertising**.



In addition to our formal advertisements, and as our Mandate Hui were delivered, questions were captured from participants that indicated whanau required additional support to help them better understand where they could access more information (such as the Te Whakaaetanga Trust Deed), information about the voting process (Electionz) and simplified information on the Crown processes to help those whanau who may not have been part of the hapu journey to date. There was a clear indication that although whanau may not have attended all the hapu hui since the lodging of our WAI Claims, they still want to be informed, be involved and be able to contribute.

As our hui series progressed, we received requests from whanau who wanted information simplified. The feedback indicated that Crown processes were very complex and confusing for those who do not usually engage Crown kaupapa. The Ngati Kuta Mandate Team developed infographics in response to those requests which were presented on our facebook page and website see **Appendix Three – Communication Infographics**. More of these will be developed going forward as they are instrumental to helping whanau understand complex information and engage our processes, and our whanau respond well to these.

### 5.3 Facebook Data Insights

The Ngati Kuta Hapu facebook page is a private page, comprising Ngati Kuta members only. It is the central communications platform where most information is shared and where most whanau engage daily. Digital platforms have improved the way we reach people and an efficient platform, although there are some who may not use social media to its full capability, particularly kaumatua and kuia. Regardless, it is still important to capture the reach that digital communications are achieving.



The Ngati Kuta Hapu facebook page has a sizeable reach to Ngati Kuta whanau, worldwide and therefore our primary communication tool. Our data team has captured digital data to show what communications were posted and how many whanau it reached.

The data insights analysed from each facebook post shows the following information:

Post	People Reached	Post Engagement	Reactions	Comments	Photo Views
1	267	50	13	5	11
2	349	120	29	19	71
3	465	338	58	8	268
4	242	33	8	0	21
5	315	53	20	3	24
6	152	33	6	0	13
7	219	47	10	0	32
8	269	23	9	1	12
9	397	195	28	5	154
10	275	37	15	1	21
11	246	117	18	1	78
12	168	41	10	0	18
13	82	7	3	1	2
14	169	14	7	7	0
15	248	34	8	0	21
16	319	54	20	3	25
17	155	33	6	0	13
18	222	48	10	33	1
19	252	404	31	4	217
20	385	137	19	6	111
21	242	60	10	2	25
22	154	23	8	0	9
23	174	28	17	0	10
<b>Averages</b>	<b>250.69</b>	<b>83.86</b>	<b>15.78</b>	<b>4.30</b>	<b>50.30</b>

The results show that information distributed on social media did reach our people and they were actively engaging the information in each post. The data shows that our mandate information hui posts were reaching an average of 250 members of our entire<sup>3</sup> facebook membership, which is 691 members. Information regarding the Mandate hui and voting was also distributed by the Ngati Kuta and Electionz via email to our eligible voters.

This brings Ngati Kuta some certainty that our eligible voting members likely did receive and engage the information about the Mandate Information Hui, including dates and information about voting. The data insights captured for our social media posts are available in **Appendix Four – Facebook Data Insights**.

<sup>3</sup> The entire Ngati Kuta hapu facebook page includes members of all age groups.

Interestingly, many of our facebook users are clicking on the infographics that the team has generated. Infographics have value and generating more of these in the future will be encouraged.

## 5.4 Email Insights

As a hapu, we relied on social media for our communications as new registrations were going directly to Electionz during the voting period. Electionz sent 10 Emails in total to registered members during the voting period, mostly to those who were yet to vote. The first email announced the opening of voting and was sent to all registered members. These emails promoted each upcoming Mandate Information Hui, but also included the voting details for the registered member. Ngati Kuta did not have visibility of how many people these emails were sent to, the open rates or click rates, however we were told of our climbing registration count and voting return rate, therefore inferred the effectiveness of these emails for supporting people to vote.

Some email addresses were entered into the registration form incorrectly, creating 'bounce back' email messages. Others reported via our facebook page that they hadn't received an email at all. This was experienced during our mandate campaign, in which our data team spent many hours trying to contact people to obtain correct email addresses.

Electionz report that 24 emails sent by them bounced back. Of those, we managed to correct 20 of them. Everyone who had a bad experience using email had already seen the information that had been posted to facebook. This was a time extensive exercise for the team, but the effort has delivered positive results.

During the official mandate hui period, we collected the following information:



## 5.5 Ngati Kuta Website

Our website is the digital platform where whanau can access larger tracts of information. It is our primary platform for publicly available information, particularly documents and reports. During the mandate campaign, if whanau clicked into our website, the first page visible to them is our mandate information page.

Our website page is continually being updated with new information as it becomes available, and whanau have open access to it – see [www.ngatikuta.maori.nz](http://www.ngatikuta.maori.nz)

## 5.6 Selecting Hui Venues

Traditionally, other iwi who have completed their Mandate Information hui, established extensive in-person engagements in multiple locations. Many iwi kanohi ki te kanohi engagements have been planned where hui are held in main centres across the country (Auckland, Wellington, Christchurch) and centres around the world, particularly Australia (Sydney, Brisbane, Melbourne, Perth).

Ngati Kuta had an aspiration to follow previous iwi engagement models however budget constraints could not enable this to occur. Since COVID, online platforms have become very popular and useful for enabling participation, regardless of location. Ngati Kuta maximised the use of Zoom to reach our wherever they are. The inclusion of Zoom meant that locations were not necessarily important, although the venues that were used were strategically selected because we had evidence of larger groups of Ngati Kuta residing in those locations. Our kanohi ki te kanohi locations included:

- **Te Rawhiti** – the place where our haukainga/ahikaa reside comprising those who have led the hapu claims since the WAI Claim was lodged.
- **Whangarei** – a location where many Ngati Kuta whanau reside, particularly our rangatahi.
- **Auckland** – the place where most of our whanau reside.

Zoom capability was provided at two in person locations, Te Rawhiti and Auckland, which enabled greater participation for those unable to travel to venues.

## 5.7 Mandate Hui Schedule

A hui schedule was developed by Ngati Kuta over several months leading up to the mandate hui. The schedule had to align generally to the schedules that were developed by Nga Hapu Te Whakaaetanga, Patukeha, Ngati Manu and Ngati Torehina ki Matakā and were part of the mandate strategy agreed between Te Whakaaetanga Trust and Te Arawhiti.

One observation that hadn't been picked up by the hapu nor the Ngati Kuta Mandate Team during the planning phase pre-hui roll out, was that the hui scheduled for Whangarei, was during Easter Weekend. Because advertising had already occurred, that hui proceeded on 30 March 2024. The consequence was, that many of our whanau living in Whangarei, had travelled out of town to enjoy the long-weekend holiday. This lesson has been helpful for the team who has noted a need to check the finer details, such as public holidays, so that the same mistakes aren't repeated in the future.

The following table is the Hui Schedule delivered by Ngati Kuta.

Date	Time	Venue
Sat 9 March 2024	1pm	Te Rāwhiti Marae, Rawhiti
Sat 30 March 2024	10am	Kensington Stadium, Board Room 1, Whangarei
Sat 6 April 2024	10am (NZ Time)	Online
Sat 13 April 2024	10am	Te Mahurehure Marae, Auckland (online enabled)
Sat 27 April 2024	3pm (NZ Time)	Online
Sat 11 May 2024	10am	Te Rāwhiti Marae, Rawhiti (online enabled)

## 5.8 Engaging through Zoom

The Ngati Kuta Mandate Team utilised the Zoom platform for our online hui. Zoom was selected because it provides many administration and technical options that help our team better control the platform and the way participants can engage with it.

Generally, the platform worked well although there were some challenges that were experienced during Mandate Information Hui. Some of the challenges experience by participants were:

- Minimal experience using the zoom platform (they are MS Teams users).
- Being exited from the hui and not able to get back in.
- Trouble getting access to the meeting because they hadn't preloaded the app on their device.
- Unable to unmute their mic or their camera.
- Unable to figure out how to present their name on their user profile.
- Verifying the number of participants as some had several members attending with them via a single screen in the same room.

These challenges have identified that other platforms may need to be utilised for future hui, particularly MS Teams which seems to have better ability for any user to enter and interact in meetings without having to formally set up apps on their devices and it has technical capabilities that Zoom does not feature. Further, we had to undertake more facilitation behind the scenes to get clarity of numbers of people attending as a group.

Generally, though, the Zoom app has enabled most whanau to join a hui of their choice, and it proved to be the platform where a majority of Ngati Kuta met, see example **Appendix Five – Zoom Hui (27 April)**.

## 6. Ngati Kuta Hapu Mandate Information Hui

The Ngati Kuta hui series and voting process opened on the 9 March 2024 and concluded at midnight on the 12 May 2024.

Tikanga was essential to each of the hui, which was supported by a Taumata, including those hui held online. Hui were facilitated by our Te Whakaaetanga reps in accordance with Tikanga and the Ngati Kuta Mandate Team were guided by the taumata of each hui and our kuia who attended both working group meetings and Mandate Information Hui.

The Ngati Kuta Mandate Team organised all the hui communications (panui, information), hui logistics (venues, equipment, refreshments, signage etc.), supported the Ngati Kuta Hapu Te Whakaaetanga Representatives, and captured information from each one (recordings, minutes).

The following shows how many participants attended each hui.





During the mandate campaign period, the Mandate Team responded to ongoing inquiries and questions that were raised between hui. Many of those inquiries were received through our facebook page posts. Of those comments, some participants signaled that they wanted more in-depth conversations because they wanted both context and clarity on what some of the information meant. The Mandate Team responded to these requests by attending additional one to one meetings with four (4) members and their whanau. Three of the meetings were held on separate occasions in person, and one over the phone.

These meetings were incredibly beneficial for both parties because it was an opportunity to drill down on certain matters and all of us came away with new information and improved perspectives.

## 6.1 Mandate Information Hui Summaries

### Hui 1 – Te Rawhiti Marae, 9 March 2024



<b>High level Insights</b>	A rigorous hui, amazing turnout and some were presented
<b>Number of Attendees over 18yrs</b>	66 participants
<b>Taumata o te Ra</b>	George Riley, Russell Hook
<b>Hui Facilitator</b>	Glenys Papuni (Ngati Kuta Hapu Trustee)
<b>Presenter</b>	Dean Clendon (Te Whakaaetanga Trustee)

#### General Observations

A very good hui where Te Whakaaetanga Trustees were put through their paces on a broad range of topics. Participants were rigorous in their critique of the hui objectives particularly in understanding the Te Whakaaetanga Trust Deed in finer detail and seeking clarity on what the provisions mean and whether information contained within the deed were accurate. Overall, it was a great hui and one where participants felt free to speak their mind. We had some whanau attend who are new to our hapu space and others whom we haven't seen for many years. It was a great hui to kick off the mandating series.

#### Questions Asked

- Are there Crown representatives present at this hui today?
- Can I have a copy of the Te Whakaaetanga Trust deed so that our whanau can make an informed decision?
- Is our privacy protected with the data being collected throughout the voting process?
- Who is the Ngati Kuta contact person and how do you contact them?
- The Trust Deed is referred to but there is no signed and dated copy of the Trust Deed available to people to read – that is a fundamental resource, could I please have a copy?
- 
- Does the word 'Whakaaetanga' mean consent or mandate'? I've never heard of that word before.
- Do we have agreement from other hapu that we are mana whenua of our area?
- In terms of TWA, meeting the criteria of a LNG, how can we proceed when the Claimants have withdrawn their claims, where the claimants don't agree?
- Does it meet the criteria the hapu want with their aspirations moving forward?

	<ul style="list-style-type: none"> <li>○ Is the crown going to pause, what are our time frames if we wanted to change how we speak with each other?</li> <li>○ What are our time frames to amend these things, to amend issues?</li> <li>○ The maps of the Ngati Kuta rohe contained within the Deed are not accurate. Concerns that our rohe of claim may be affected. How can this be rectified?</li> <li>○ Why can't we just use one the one claim?</li> <li>○ The lawyer told us that the government will only deal with the claimants. Are we making it a problem by not doing this thing properly?</li> <li>○ Why are we rushing through this process?</li> </ul>
<b>Expectations/Statements</b>	<ul style="list-style-type: none"> <li>○ The links on the panui didn't work. I understand from ENZ that this is in hand, if one registers to vote, one has to sign/tick two declaration boxes (on the register to vote form)</li> <li>○ The trust deed does not protect our rangatiratanga because it outlines a majority vote process 3/1. This does not protect our tino rangatiratanga</li> <li>○ There are other hapu claiming our area of right, we need to act with caution.</li> <li>○ Our claimants aren't moving away from our hapu, they don't agree with TWA. Claimants are expressing concern about TWA, not the hapu.</li> <li>○ I have no issue with TWA, however, my claim is a whanau claim. We need more evidence moving forward, we need more stories, i.e Titore, Tenana. I don't want to use just one claim, I want all other whanau to support the claims, we need a whole package. I want to make sure that when we get to the point where we have to put negotiations in place, then we're ready to go.</li> <li>○ The claimants aren't registered with TWA</li> <li>○ Working together, with the all the korero, mahi ngatahi. We have to haere ki mua me nga mahi.</li> </ul>
<b>Challenges</b>	<p><b>Hui logistics</b> – The Ngati Kuta hui began directly after the Patukeha mandate information hui on the same day. There was a lot of people moving around the marae and it took a little while to settle in.</p> <p><b>Objections</b> – There are specific members who do not want Ngati Kuta to proceed with Te Whakaaetanga. They utilized the opportunity to express their views, some differing from others. The fear of losing our sovereignty was articulated by some and promoted processes for prosecuting the Crown in Court rather than negotiating with them. Disagreement from some on how the process is being applied and the loss of their visibility in this process, concern that the Crown is dictating the terms and that the Ngati Kuta Te Whakaaetanga Reps are naïve of that.</p> <p><b>Tension between whanau</b> – as the day progressed, tensions rose between those who were seeking to learn and understand and those who were objecting.</p>

<b>Learnings</b>	<ul style="list-style-type: none"> <li>○ Now that the Tribunal Hearings phase is complete, the role of individual claimants is unclear to them in the Crown processes.</li> <li>○ There is a lot of information to absorb, and the Crown process instills uncertainty and fear because the process is unknown to many</li> <li>○ The finer details are very important to whanau and accuracy must apply to all information. There are consequences if information isn't right and if gaps haven't been closed.</li> <li>○ People want access to a broad range of information and communication processes are a critical enabler for them to be able to better understand things that are important to them.</li> <li>○ Our systems and processes need to be robust and reliable.</li> </ul>
<b>Follow up Actions</b>	<ul style="list-style-type: none"> <li>○ Provide confirmation to the requestor that the Ngati Kuta maps can be amended and work to amend them. (completed)</li> <li>○ Provide a copy of the Trust Deed confirmation to the requestor</li> <li>○ Generate some diagrams that help simplify processes (both NK and Crown processes) (completed)</li> <li>○ Share the Te Whakaaetanga Trust Deed on our website (completed)</li> </ul>
<b>Closing Comments</b>	<p>The hui was well attended, and we heard from a range of diverse perspectives. There is further work to do to help people understand the Crown's process toward settlement and work to identify whether some of the alternative options presented on the day have any merit. Generally, there is good support for Ngati Kuta to proceed although a small faction doesn't want to. Additionally, there was a strong challenge to the trustees to do things well and provide accurate information.</p>



## Hui 2 – Whangarei, Kensington (Mckay) Stadium, 30 March 2024



<b>High level Insights</b>	A calm, intimate and considered hui. A lot of Rangatahi attended the hui and wanted to learn and better understand each stage and their processes.
<b>Number of Attendees over 18yrs</b>	28 participants
<b>Taumata o te Ra</b>	Raniera Whiu, Shane Witehira
<b>Hui Facilitator</b>	Lynette Te Tai (Ngati Kuta Hapu Trustee)
<b>Presenter</b>	Dean Clendon (Te Whakaaetanga Trustee)
<b>General Observations</b>	Rangimarie is the best description for this hui. There was a special wairua in the room and although it was easter weekend, people stayed on long after the hui to reconnect over kai.
<b>Questions Asked</b>	<ul style="list-style-type: none"> <li>○ Are we able to enable our rangatahi to vote, as we are a sovereign nation, so that they are comfortable with the voting process?</li> <li>○ Do you share your data with those who have voted already. Is it possible for the hapu to provide data of who has voted already?</li> <li>○ Is there a threshold that voting registrations need to meet?</li> <li>○ Where does Takutai sit regarding claims around fisheries? Is that a breach to our hapu rangatiratanga?</li> <li>○ How many more mandating hui are there?</li> <li>○ Do we have to rush through this process?</li> <li>○ Can we take a slower process in the next stage?</li> </ul>
<b>Expectations/Statements</b>	<ul style="list-style-type: none"> <li>○ I feel sorry for the hapu. Initially we had all agreed to do this together. But there is so much division now. I can only change what I do, and hopefully other people will look at things the same way. I remember what it was like before there was raru. We would all work together.</li> </ul>
<b>Challenges</b>	<p><b>Hui logistics</b> – It was Easter Weekend and quite a few whanau from Whangarei had gone away for the weekend.</p> <p><b>Objections</b> – There were no objections tabled on the day.</p>
<b>Learnings</b>	<ul style="list-style-type: none"> <li>○ Our rangatahi do want to understand the work being done and they do want to be involved.</li> <li>○ The prospect of treaty claims comes across as a highly political realm which can be off-putting for some of our rangatahi.</li> <li>○ Rangatahi want to engage in hapu affairs now and want to be</li> </ul>

	<p>empowered through tikanga to achieve that.</p> <ul style="list-style-type: none"><li>○ Kaumatua want everyone to move together, and they want to lead our hapu without constant opposition.</li></ul>
<b>Follow up Actions</b>	<ul style="list-style-type: none"><li>○ There were no specific actions to follow up but there is a need to consider how to enable rangatahi to engage in the conversation and actively participate. Rangatahi don't always feel they can speak up during hapu hui.</li><li>○ Include ability for whanau to join all hui by including zoom at every kanohi hui going forward (completed)</li></ul>
<b>Closing Comments</b>	<p>Whanau came to the hui who we don't often see or hear from, this was amazing. It was a peaceful atmosphere from start to finish and everyone stayed on well after the presentation, sharing kai and catching up.</p>

### Hui 3 – Online, 6 April 2024

<b>High level Insights</b>	Attentive participation, quiet, calm and encouraging
<b>Number of Attendees over 18yrs</b>	25
<b>Taumata o te Ra</b>	Shane Witehira, Raymond McPherson
<b>Hui Facilitator</b>	Glenys Papuni
<b>Presenter</b>	Dean Clendon
<b>General Observations</b>	A relaxed hui where participants felt comfortable to share their thoughts and to convey their support for the kaupapa. The presentation was delivered providing good context to the information. It was good to see some of our whanau who we haven't seen for a while.
<b>Questions Asked</b>	<ul style="list-style-type: none"> <li>• What is the percentage required for a mandate?</li> <li>• Who holds information on who whakapapa's to Ngati Kuta?</li> <li>• If the term for trustees (TWT) is three years, is there opportunity for them to be re-elected?</li> <li>• Is there succession plan if current trustees come off?</li> <li>• Is there an alternative pathway if we don't get a mandate?</li> <li>• Because we are grouped together with the other hapu, does that mean they get to say what we do?</li> <li>• Can you confirm if the process we are about to embark on is the same as the process that Hauai Trust took?</li> <li>• What can we learn from the Hauai negotiation process?</li> <li>• I can't see our mana whenua in the presentation, only our mana moana. Can we add whenua to this kaupapa?</li> </ul>
<b>Expectations/Statements</b>	<ul style="list-style-type: none"> <li>• There were no expectations expressed from participants, but some did express their gratitude and their support for the kaupapa to proceed.</li> <li>• Thank you to all the whanau for all the mahi you're doing.</li> <li>• Kaua e whakawehewehe e koutou ma</li> </ul>
<b>Challenges</b>	<ul style="list-style-type: none"> <li>• No issues, concerns or challenges were raised in the hui</li> </ul>
<b>Learnings</b>	<ul style="list-style-type: none"> <li>• There is an opportunity to increase the number of online hui because they are simple and cost effective to run. They are also quite popular with whanau therefore we will consider increasing the number of online hui we have in the future.</li> </ul>
<b>Follow up Actions</b>	No follow-up actions requested
<b>Closing Comments</b>	Online meetings can be very effective when facilitated well. Whanau are comfortable engaging through this forum and at ease with sharing their views. The support of participants was evident with messages of encouragement to carry on conveyed.

### Hui 4 – Tamaki Makaurau, 13 April 2024



<b>High level Insights</b>	Invigorating, Inspirational and a good reminder that Ngati Kuta whanau matter, regardless of their location		
<b>Number of Attendees over 18yrs</b>	36	Participants Online	5
<b>Taumata o te Ra</b>	Dougal Stott		
<b>Hui Facilitator</b>	Glenys Papuni		
<b>Presenter</b>	Dean Clendon		
<b>General Observations</b>	<p>The hui was represented by many of Ngati Kuta whanau. There was a lot of genuine interest in the journey of the claims and the importance of the mandating process. The representatives were particularly keen to get as many whanau involved as possible. There were some great suggestions about how we can share information to help people to participate. There was a lot of engagement after the presentation, and everyone stayed on well after the kai as they enjoyed connecting with each other. This hui has revitalized the work that we are doing and invigorated everyone to hoe the waka.</p>		
<b>Questions Asked</b>	<ul style="list-style-type: none"> <li>• How can we simplify things so that whanau can bulk register?</li> <li>• How can I make sure my whanau are registered?</li> <li>• Is there a date that this [registration &amp; voting] needs to be done by?</li> <li>• Has anyone put their hands up to be a negotiator?</li> <li>• You need to whakapapa first, is participation at a hui important?</li> <li>• The Crown set's our structure, are we negotiating with Te Arawhiti?</li> <li>• Will we be disadvantaged if our whanau don't have hui. The important part is voting. How can we check if our whanau is registered?</li> <li>• Can I vote on behalf of my whanau?</li> <li>• Who is verifying our whakapapa?</li> <li>• There is a lot of information that has been shared online, can we</li> </ul>		



	access this information somewhere?
<b>Expectations/Statements</b>	<ul style="list-style-type: none"> <li>We need information simplified so that whanau can stay up to date, understand what they have to do to register and vote, and strengthen our communications channels.</li> <li>The WAI claim has been withdrawn by the claimants (zoom comment)</li> </ul>
<b>Challenges</b>	<ul style="list-style-type: none"> <li>One online participant was unable to unmute their mic or turn their camera on and suggested that she was being blocked by the zoom operator.</li> </ul>
<b>Learnings</b>	<ul style="list-style-type: none"> <li>We can strengthen communications and simplify complex information to share with the whanau.</li> <li>Zoom has been a challenge for some of our users. Ngati Kuta usually uses MS Teams, and some may not have Zoom downloaded on their devices.</li> <li>There continues to be a view that claimants can withdraw a claim. It would be helpful if Te Arawhiti provided some clarity on their view about this in this stage of the process.</li> </ul>
<b>Follow up Actions</b>	<ul style="list-style-type: none"> <li>Develop simple information maps about the Crown's process for whanau to follow and will share them to our facebook page and website so that everyone can on-share them to their whanau pages (completed)</li> <li>Add the presentation our website so that whanau can work through the content and make informed decisions (completed)</li> </ul>
<b>Closing Comments</b>	Hapu hui are always held on our Marae in Rawhiti. This hui gave us important insights as to the importance of the hapu meeting with whanau, where they are, in locations away from the whare tupuna. Whanau do want to be involved and do have important contributions to make and more can be done to engage them outside of traditional settings.

### Hui 5 – Online, 27 April 2024

<b>High level Insights</b>	Our highest attendance hui so far with whanau from London, France, several states across Australia, Christchurch, and other regions across NZ. Lots of people continued to communicate to the Mandate Team after the hui finished. A vibrant and inspiring hui!
<b>Number of Attendees over 18yrs</b>	72 participants
<b>Taumata o te Ra</b>	Glenys Papuni opened and closed the hui and led our mihihi.
<b>Hui Facilitator</b>	Natasha Nathan
<b>Presenter</b>	Dean Clendon
<b>General Observations</b>	Participants were very observant during the hui, feedback suggested many felt the hui was delivered well and they were able to understand the content
<b>Questions Asked</b>	<ul style="list-style-type: none"> <li>• What percentage of votes do we need to achieve a mandate?</li> <li>• How does this work if Ngati Kuta is going for a mandate and Patukeha aren't? Won't that cause conflict?</li> </ul>
<b>Expectations/Statements</b>	<ul style="list-style-type: none"> <li>• There were no expectations nor statements made on the day</li> </ul>
<b>Challenges</b>	The hui went well and without any issues
<b>Learnings</b>	<ul style="list-style-type: none"> <li>• Whanau are interested in what happens back home even though they live offshore. Relationships are important and our whakapapa connections and whanau want these to be protected and respected no matter what the kaupapa is.</li> </ul>
<b>Follow up Actions</b>	As this was the second to last hui of our mandating journey, many had registered but not yet voted. It was agreed that the Mandate Team increase their outreach to whanau to remind them to vote. <b>(completed)</b>
<b>Closing Comments</b>	We were grateful to meet whanau who hadn't ever attended a Ngati Kuta hui before and to see those who we haven't seen for some time. Additionally, it was great to see many of our rangatahi online, some who grew up in Rawhiti but are now living abroad.

## Hui 6 – Te Rawhiti, 11 May 2024



<b>High level Insights</b>	A hui where whanau were able to express themselves, their views and their concerns and a day where 36 members cast their vote during the hui.
<b>Number of Attendees</b>	71
<b>Taumata o te Ra</b>	Matutaera Clendon, Russell Hook, Haimona Tauariki
<b>Presenter</b>	Dean Clendon

### General Observations

While most whanau support the kaupapa, some whanau still have concerns and need more time to consider information. There is a lot to absorb, and the short timeframes didn't work for some. Others didn't trust what was being presented and felt the pace was too fast. Many though were well engaged, supportive of the kaupapa and pleased that the hui was the last in the series (a few people were looking forward to a good rest).

### Questions Asked

- How do hui decisions get made? Is it majority rules?
- Who verifies the whakapapa?
- Can we still register after the voting period ends?
- If I have already voted, can I change it?
- What if I am both NK and PK. Do I only get to vote once or can I vote two times (one for each hapu)?
- Can the voting be extended beyond the current timeframe?
- If a trust was registered, would each member of the trust be counted or is the trust only one vote?
- Can we have a wananga (with Uncle Matu)?

### Expectations/Statements

- The Crown/Te Whakaaetanga process conflicts with our tikanga.
- We don't trust the process because we struggle to comprehend it.
- We don't trust the process because we've had bad experiences with similar processes (i.e., other iwi mandating processes) in the past.
- We are a whanau trust, and we vote as one.

### Challenges

- There are many misunderstandings about what TWT is and isn't, the role that the NK trust holds and the claimants. There remains mistrust, fear, and confusion among some.
- Some whanau have previously had bad experiences with similar Crown processes and didn't have enough clarity on this process to have the confidence to cast a vote.

### Learnings

- Past negative experiences is still a barrier for some whanau. They are wise to those experiences and will tread carefully without being

	pressured to vote, until they are satisfied that they have clarity on what they are voting for. We must have sympathy for them and maintain our aroha toward them because they are taonga to all Ngati Kuta whanau
<b>Follow up Actions</b>	<ul style="list-style-type: none"> <li>• Meet with the claimants to work through matters and determine a way forward that will work for everyone. (in progress)</li> <li>• Meet with those whanau who need more clarity on the process and to better understand how data is managed. (in progress)</li> </ul>
<b>Closing Comments</b>	This being the last Mandate Information Hui for Ngati Kuta, was well attended with whanau being able to stand to voice their truths and share the moemoea of their whanau. It was acknowledged that we are a hapu of high performance and trail blazers. We are passionate and defensive because we are smart and because we have always had great ideas and innovative opportunities to bring to realisation. Sometimes we lose ourselves and bear weight against each other because we are so passionate and will put ourselves on the line to protect and defend the good works we do. By the end of the hui though, our whakapapa is what matters most, and our respect for that helps us to whakapiri, even when the korero of the whare has been robust. We are a proud people and as we brought our Mandate series to a close, we gathered in our wharekai, united in aroha for our whakapapa. No matter what the outcomes, we can stand tall and proud, because we are Ngati Kuta! Tihei Mauri Ora!

## 7. Recording Attendance to Mandating Information Hui

Attendance was recorded at every hui by both Ngati Kuta and Electionz. One concern that was consistently queried with the Mandate Team was the matter of ‘privacy of personal information’. The queries were always the same and could be grouped into the following key themes:

- A. Registering attendance at a hui also meant that a participant was endorsing the kaupapa.**  
Some whanau did not want to sign the attendance register because they felt it meant that they were agreeing with the resolution that was to be presented and discussed. Other whanau did not want to sign the attendance register because they felt it meant that they supported the Ngati Kuta ki Te Rawhiti Trust or the Te Whakaaetanga Trust.
- B. Mistrust of how personal information was going to be used.**  
Some were concerned that their personal details would be shared with other whanau and/or shared on other social platforms such as facebook. Further, most had concerns that their details would be shared with the Crown.
- C. Registering attendance at a hui also meant that a participant was registering with wider groups.**  
Some were concerned that their information may be used to register them on other roopu (i.e, the Ngapuhi Runanga or other hapu registers)



There were some general themes that the mistrust factors were associated to which is an ongoing mistrust of a ‘top down’ approach. These can be themed into two key areas:

- **Mistrust of Legal Trust Structures & Legal Systems** – the notion that trustees are deemed the ultimate decision makers and any information you share with them can be used by them at their discretion. Further that by registering they are empowering trustees to act, which goes against tikanga and haputanga.
- **Mistrust of Appropriate Use of Personal Information** – that registering for a hui could provide a license for information to be used in ways that mis-represent the person and their personal views. Further that by registering, if information was released, it may be perceived that the registered person supports the kaupapa that their information might be perceived to be in support of.

Historically, Maori (generally) have had negative experiences with legal trusts and their systems because legal trust’s work from a Trust Deed that often sets out processes and procedures that align to Pakeha processes and procedures, not Tikanga and Kawa Maori. Additionally, Trust Deeds provide the elected trustees with ‘powers’, and those trustees often lose sight of the individuals and whanau they represent.

There are many occasions where the decisions of legal trusts were contrary to those they represented and where funding or income were received by Trusts but no trickle down of benefits have occurred. There are concerns that the Te Whakaaetanga Trust will behave the same way.

Tikanga and kawa are more fluid practices that incorporate a collective hapu decision-making process, which enables processes that reach agreed decisions and where decisions incorporate benefits that are delivered direct to the people who need them. Te Whakaaetanga Trust must ensure it does not lose sight of these concerns nor operate against the outcomes that hapu are seeking.

Additionally, mistrust between individuals can be generated because of past incidences. Personalities and previous experiences do have an impact on a person’s decision-making and the presence of historical personal opinions were obvious during our mandate hui.

There is ongoing work for Ngati Kuta ki Te Rawhiti Trust and Te Whakaaetanga Trust to prove that they are not ‘top-down’ entities and that tikanga and kawa are at the centre of their operations. Likewise, there is work for individuals within the hapu to resolve their personal grievances with each other. This is a process but one that we are now aware of and can encourage everyone to work on.

## 7.1 The Privacy Act

The Privacy Act 2020 sets out the legal parameters regarding the protection of personal information. Te Whakaaetanga Trust and the Ngati Kuta ki Te Rawhiti Trust have compliance obligations with the collection, management, and use of private information. Some attendees wanted assurance that both the Ngati Kuta ki Te Rawhiti Trust and the Te Whakaaetanga Trust were clear in their obligations but wouldn’t sign the attendance registration prior to a hui because they wanted to test the organisations on their privacy protection mechanisms. These concerns are warranted and both Trusts have actively worked to ensure personal information was protected.

Because some had hesitations about whether the Trusts were genuinely able to keep data secure and not abuse their powers when using it, they deregistered from the Ngati Kuta ki Te Rawhiti Trust. While they represent a small portion of the trusts database, the mistrust drove them to explore other alternative pathways (i.e prosecuting the Crown in Court) or partnering with other collectives, which a majority of the hapu didn't support.

For all intent and purposes though, Ngati Kuta has upheld the requirements of the Privacy Act and is managing the personal information held by us in absolute privacy. Only one person, who is trained in accordance with the requirements of the Privacy Act 2020, has access to the Ngati Kuta database. No lists were generated from the registration dataset nor circulated to any individual or group, except Electionz.

## 7.2 Data Collected by Electionz

Prior to the opening of the Ngati Kuta Mandate Information Hui series on the 9<sup>th</sup> of March, Ngati Kuta Hapu handed its database of members over to Electionz. From the 9<sup>th</sup> of March through to the 12<sup>th</sup> of May, Electionz began collecting and managing all of the Ngati Kuta registrations, including new registrations.

Any new person who registered while the database was being managed by Electionz, had to confirm whether they were happy for Electionz to share their data back with Ngati Kuta hapu, when Electionz hand back the member database back to Ngati Kuta when the official voting period closes. This purpose of the tick box requirement is to ensure that Electionz are also upholding the legal requirements of the Privacy Act. For those people who did not tick the box on the Electionz registration portal, their personal information will not be transferred back to Ngati Kuta. Further, Electionz will hold all of the Ngati Kuta personal data for a period of 90 days, then all of the data will be appropriately disposed of by Electionz. Ngati Kuta is satisfied that the data management systems and processes we have deployed throughout the Mandate Information period are robust and have met the legal requirements of the Privacy Act.

The Electionz data system is a highly trusted and secure system with capabilities that enable the system to execute sophisticated and intelligent analysis which can pick up on things such as identify duplicate registrations. The accuracy of the data collected on Ngati Kuta is highly integral and the results are deemed to be a true and correct record. 602 eligible voters registered for voting, yet 250 members elected to abstain from voting. Of them, as mentioned earlier, we estimate at least 20 to records belonging to members who are deceased. The remaining 230 members include a portion of those whanau that we knew of who had confirmed they would not participate (potentially 80 people). This leaves an estimated 150 members who have abstained for reasons we are unable to verify. There could be numerous reasons for this and the Mandate Team will continue to investigate how we can better engage them going forward.

## 7.3 Satisfying the requirements of Te Arawhiti

The Mandate Information Team has considered their legal obligations to protect personal information. Although Te Arawhiti has identified that Nga Hapu Te Whakaaetanga need to submit 'Hui Attendance Registers' that include the signature of each attendee, the Ngati Kuta ki Te Rawhiti Trust and the Ngati Kuta Te Whakaaetanga trustees agree that if signed attendance registers are shared, it will cause further reputational consequences for both entities and a breach of the Privacy Act 2020.

While both organisations want to provide the best possible evidence to Te Arawhiti, they have agreed that only the number of attendees can be shared. Additionally, the names of rangatahi and pepe who attended each hui won't be shared as they are taonga tuku iho there is a responsibility to protect their mana and their identity. Only the numbers of attendees attending each hui, who qualify for voting (18ys+), will be shared with the Government. Electionz may also be able to verify the numbers if Te Arawhiti require more information.

## 8. Responding to Requests for Information

As discussed earlier, the Ngati Kuta Mandate Team collated feedback given by participants during each of the Mandate Information Hui. Some of the feedback was particularly focused on certain aspects and did require action to ensure that Ngati Kuta can adapt and evolve as they transition through Crown processes, and that the information we are working too is correct.

Of all the feedback gathered throughout the six hui, the following feedback is highlighted as being very important and requiring further action by the Ngati Kuta Mandate Team and Ngati Kuta representatives to the Te Whakaaetanga Trust:

**1. Ngati Kuta Rohe Map** – the current map showing the boundaries of our rohe isn't correct.

- The map presented in the Te Whakaaetanga Trust Deed doesn't align to our rohe boundaries because the line on the map seems to have shifted northward of our actual boundary. Kororareka is our rohe, yet the boundary line has cut that out.
- The map that Te Whakaaetanga is working to only show's our area of right, not our areas of interest.

See **Appendix Six – Updated ahikaatanga Map**

**2. The Te Whakaaetanga Trust Deed** – the deed is not publicly accessible.

- Whanau were unclear as to where they could access a copy of the Te Whakaaetanga Trust Deed

**3. Crown Processes** – are complex and whanau don't understand where we are currently at nor what's been done in the process prior to the hui.

- Now that we have concluded the Waitangi Tribunal process, working with Te Arawhiti to deliver to their process is a new area for the hapu. Information on the Crown process via other websites (Waitangi Tribunal, Te Arawhiti) is heavily expressed using 'Government Speak' which is too complex for whanau. Participants requested pictorial explanations of Treaty Settlement processes as opposed to screeds of reports and documents. The pathway to negotiation is too complex and Crown developed information is 'an elephant' for the whanau to digest.

**4. Unpacking Complex Information** – phase 1 has produced a lot of information, most of it contained within lengthy documents. In addition to those is Crown and Crown Rental Forestry

Trust documentation that provides incredible amounts of complex information about their stages, their processes, and their requirements. A mammoth undertaking for any reader.

5. **Registration Process** – some whanau, particularly kaumatua and rangatahi, are struggling to understand how to register for voting and who to contact for help.
6. **Slowing Down our Pace** – some whanau felt that the Crown process is rigid, information is complex, and the delivery processes are moving at a pace that is too quick for whanau to get up to speed and stay at speed.

Pace is difficult to monitor, too fast, too slow. Complex information takes time to decipher but if the process is slowed to a pace that enables everyone time to get clear understanding of all the information that gets produced, it would stall the process and compromise the journey. Ngati Kuta will need to find some middle ground going forward to help them maintain a suitable pace, while digesting new information.

## 8.1 Follow Up Actions of the Ngati Kuta Mandate Team

The Mandate Information Team has worked with Ngati Kuta ki Te Rawhiti Trust and the Ngati Kuta trustees to Te Whakaaetanga to formally respond to the feedback presented above. A summary of the completed actions is as follows:

**Ngati Kuta Rohe Map** – Ngati Kuta has provided an updated map of their ahikaatanga to Te Arawhiti. The map is more accurate to the one that they currently have on file.

**Te Whakaaetanga Trust Deed** – Ngati Kuta has made the Trust Deed and the Mandate Information Presentation available to all members on our website [www.ngatikuta.maori.org](http://www.ngatikuta.maori.org)

**Infographics** – simple resources have been developed and made available to all members on our website [www.ngatikuta.maori.org](http://www.ngatikuta.maori.org) and on the Ngati Kuta Facebook page.

**Unpacking Complex Information** – Members of the Ngati Kuta Mandate Team applied old school ‘cup of tea’ techniques, by making weekends available to go sit with whanau, one on one, to help them better understand complex information. One on one engagements were attended in person as were several lengthy phone calls with individuals throughout the country. The engagements were extremely valuable to both parties and the ‘cup of tea’ tikanga is one that will never lose merit. Ngati Kuta will continue to apply this technique going forward providing they have capacity to do so.

**Slowing the Pace** – Ngati Kuta acknowledges just how much information gets provided to whanau and how complex the Crown’s processes are. To be genuinely successful, it is extremely important that our people come along with us at every stage. Ngati Kuta is working to resolve this internally and to find ways to help our whanau stay informed, be we also require Te Whakaaetanga Trust to recognise the challenges of the hapu and consider establishing timeframes that accommodate our member’s needs. There is an expectation that more attention to this detail occur in Stage 2 – Negotiations Phase, as Ngati Kuta cannot sustain ‘hard and fast delivery’ nor do we have the capacity to meet a hard and fast programme.

Expectations have been referred to the Ngati Kuta trustees to Te Whakaaetanga who will incorporate this into Stage 2 – Negotiations Phase, of the Te Whakaaetanga Plan.

## 9. Next Steps

Te Arawhiti will lead the remainder of the Mandating Phase process. They will publicly notify the Te Whakaaetanga Deed of Mandate to seek public feedback on the overall processes that Te Whakaaetanga have delivered to enable their hapu members to engage their respective hapu. The indicated timeframes for a decision to be made by Te Arawhiti and the Minister, as to whether Te Whakaaetanga Trust will have a mandate or not, is by the end of December 2024, although this timeframe may be extended to early 2025 if more time is needed to complete their processes.

While we wait for those results, Ngati Kuta intend to progress their work programme to prepare Ngati Kuta to engage the Negotiations Phase of the process. This work will be shaped up by the Ngati Kuta Te Whakaaetanga Trustees in collaboration with Ngati Kuta. Ngati Kuta intend to host several workshops with our members to gather their input on what our next steps work programme will be, should a mandate be achieved to proceed.

We aim to incorporate feedback obtained on our journey so far so that Ngati Kuta are continually growing and evolving alongside Te Whakaaetanga Trust as we all move forward.

## 10. Conclusion

The Ngati Kuta Mandate Team are satisfied that Ngati Kuta has delivered a robust process to enable Ngati Kuta whanau to access information, seek clarity, make informed decisions and to be able to vote of their own accord, free from pressure and coercion. The delivery of the Mandate Information Hui required many hours of commitment, energy, and brain power, and we acknowledge the incredible aroha given by all our whanau who supported the team and the kaupapa. Your aroha brings honour to our tupuna.

This is a momentous time that should be celebrated regardless of whether Te Whakaaetanga Trusts achieve a mandate or not. It is another part of our long journey and we must keep pressing onward to seek justice for the hardships caused to Ngati Kuta historically, for the benefit of our future generations.

Our moemoea is that Ngati Kuta mokopuna, will live as they ought, standing with heads held high in our cultural identity. The hoops that Ngati Kuta

and Te Whakaaetanga must jump through to achieve justice spans generations and requires this generation (and possibly the next generation) to move in unity through Crown process, because together we are better, and together we can achieve anything we put our hearts and minds too.

**Mauri Ora! Tu Tangata Ngati Kuta!**





**APPENDIX ONE**  
**Electionz Voting Results**

# Ngati Kuta Hapu

## Te Whakaaetanga 2024 Mandate Endorsement Vote

### DECLARATION OF RESULT

As at 6pm Saturday, 18 May 2024

Resolution: "The acceding hapū of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as "Ngā Hapū Te Whakaaetanga") mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an Initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed."

I declare the result of the ratification vote held by online and in-person and postal voting that closed at 11:59pm on Sunday 12 May 2024:

Overall Result	Votes Received
ĀE / AGREE	352
KĀO / DISAGREE	13
INFORMAL	0
BLANK	0

The majority (96.44%) of valid votes cast on the resolution voted ĀE / AGREE

The voting return was 60.63% from 602 eligible electors.



Isiah Roberts  
Taranaki Maunga Ratification Returning Officer  
18 May 2024

electionz.com  
0800 665 028  
iro@electionz.com

**electionz.com**   
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## APPENDIX TWO

### Hui Advertising

[illegible]





**Adult Massage**

ORIENT/TONKING Tans  
Massage By: Cherie/IV/Day  
000-000-0001

CROTIC Sensual massage  
with Nails 021-111-0-0000

**Adult Entertainment/Entertainment**

MCW Korea 21 yrs old. S&D  
good on soft and hard  
Massage Service  
Paparazzi/Hot Girl 021-111-0-0000

**Public Notices**

**MANDATE HUI FOR TE WHAKAAETANGA TRUST**

**Taiti e whakaatu i te kaitiaki**  
Te Whakaaetanga Trust was formed by Ngāi Haka, Te Whakaaetanga, Ngāi Haka, Te Whakaaetanga, Te Whakaaetanga and Ngāi Haka. Te Whakaaetanga Trust is a Trust established by the Te Whakaaetanga Trust in 2010, following the Te Whakaaetanga Trust's decision to establish a Trust to manage the Te Whakaaetanga Trust's assets and liabilities.

Ngāi Haka Te Whakaaetanga Trust is a Trust established by the Te Whakaaetanga Trust in 2010, following the Te Whakaaetanga Trust's decision to establish a Trust to manage the Te Whakaaetanga Trust's assets and liabilities.

Te Whakaaetanga Trust will now seek a formal mandate from Ngāi Haka Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the proposed sale of the Te Whakaaetanga Trust's assets and liabilities. The Trust is seeking a formal mandate from Ngāi Haka Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the proposed sale of the Te Whakaaetanga Trust's assets and liabilities.

The proposed sale of the Te Whakaaetanga Trust's assets and liabilities is a sale of the Te Whakaaetanga Trust's assets and liabilities. The Trust is seeking a formal mandate from Ngāi Haka Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the proposed sale of the Te Whakaaetanga Trust's assets and liabilities.

All members of Ngāi Haka Te Whakaaetanga Trust are invited to participate in their nominated hui process for deciding the above resolution in accordance with their hui kaitiaki.

LOCATION	DATE	VENUE	TIME
<b>Mandate Hui Dates</b>			
Online	Sat 12 Feb 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 17 Feb 2024	Online	10:00am
Online	Sat 24 Feb 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 3 Mar 2024	Online	10:00am
Online	Sat 10 Mar 2024	Te Whakaaetanga Trust	10:00am
<b>Ngāi Haka Te Whakaaetanga Trust</b>			
Online	Sat 9 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 16 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 23 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 30 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 6 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 13 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 20 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 27 Apr 2024	Te Whakaaetanga Trust	10:00am
<b>Ngāi Haka Te Whakaaetanga Trust</b>			
Online	Sat 3 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 10 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 17 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 24 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 31 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 7 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 14 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 21 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 28 Apr 2024	Te Whakaaetanga Trust	10:00am
<b>Ngāi Haka Te Whakaaetanga Trust</b>			
Online	Sat 3 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 10 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 17 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 24 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 31 Mar 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 7 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 14 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 21 Apr 2024	Te Whakaaetanga Trust	10:00am
Online	Sat 28 Apr 2024	Te Whakaaetanga Trust	10:00am

**Waiāra**

- Ngāi Haka Te Whakaaetanga Trust
- Mandate Presentation by Te Whakaaetanga Trust
- Question and Answer Time
- Mandate Resolution to be proposed and hui voting process
- Kaitiaki Te Whakaaetanga Trust

For further information including a copy of the following documents:

- Mandate Presentation
- Mandate Strategy
- Te Whakaaetanga Trust Deed

Please email: [whakaaetanga@whakaaetanga.co.nz](mailto:whakaaetanga@whakaaetanga.co.nz) and Shirley Wakaia (Secretary) on: [0211110000](tel:0211110000)



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## Sample of a Ngati Kuta Facebook Post



# Ngati Kuta Hapu

## Ki Te Rawhiti

---




**Mandate Information Hui**  
**Your Voice is Important**

We are embarking on our Journey toward addressing our grievances with the Crown.

Please attend a hui so that you can be informed about the journey and what's ahead!

*Ehara taku toa i te toa takitahi, engari he toa takitini*

We are calling for Ngā Uri o Ngati Kuta to attend!

**Saturday, 27 April 2024 on Zoom**  
3PM NZT | 1PM AEST  
11AM AWST | 8PM PT

Find out more and register here  
[ngatikuta.maori.nz](https://ngatikuta.maori.nz)

 Ngati Kuta Hapu  
 [ngatikutahapu@gmail.com](mailto:ngatikutahapu@gmail.com)



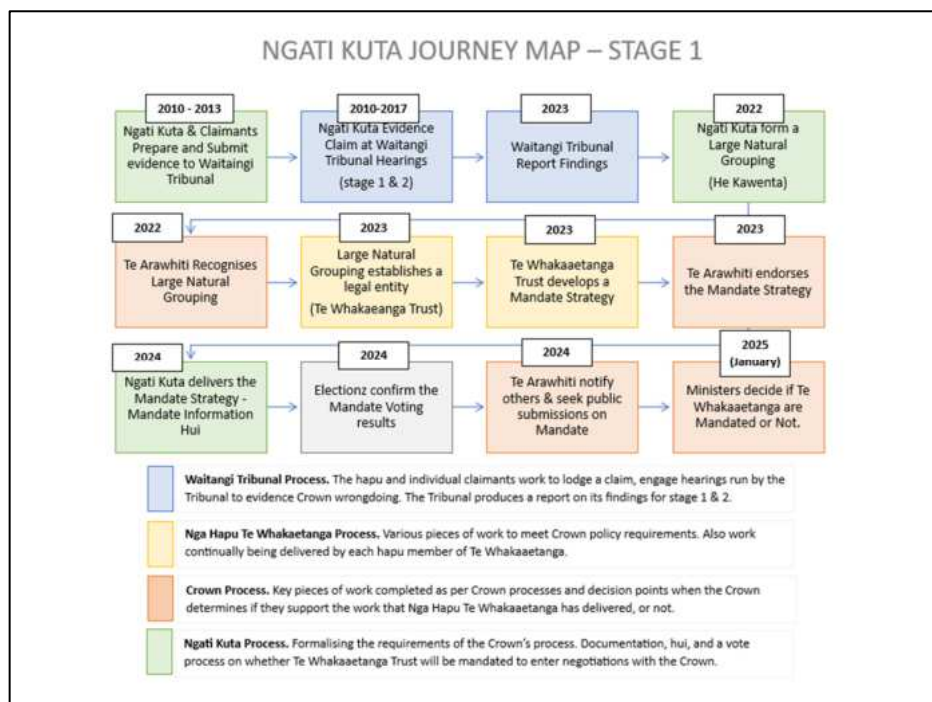
## APPENDIX THREE

### Communication Infographics

#### Pathway Map – How to Register for Voting

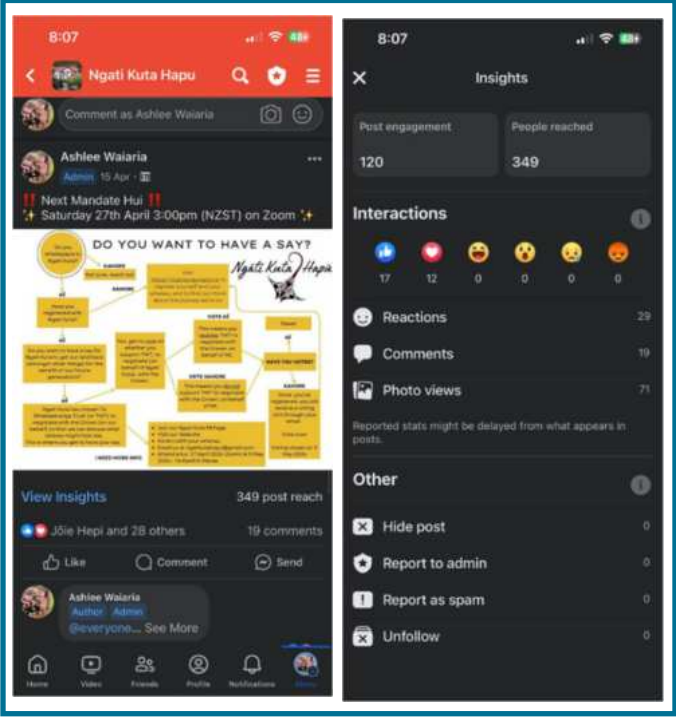
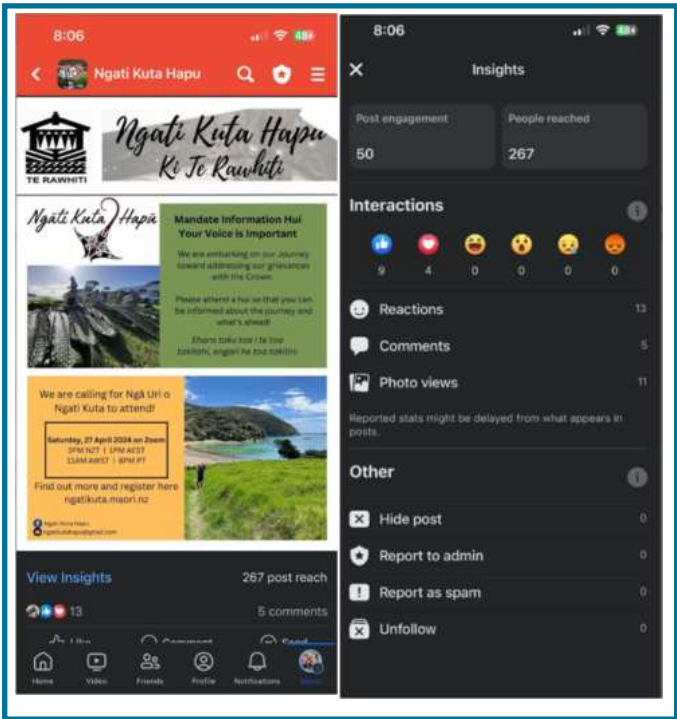
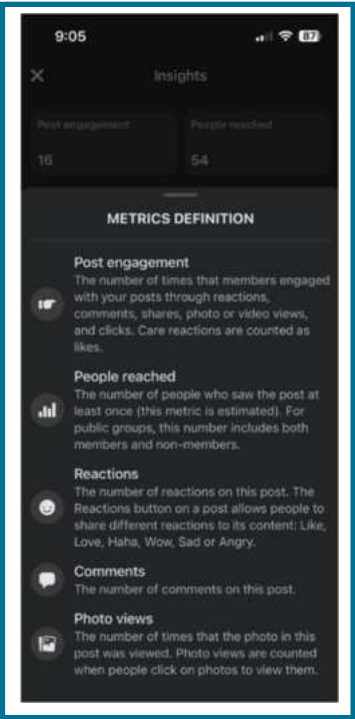


#### Journey Map – Stage One

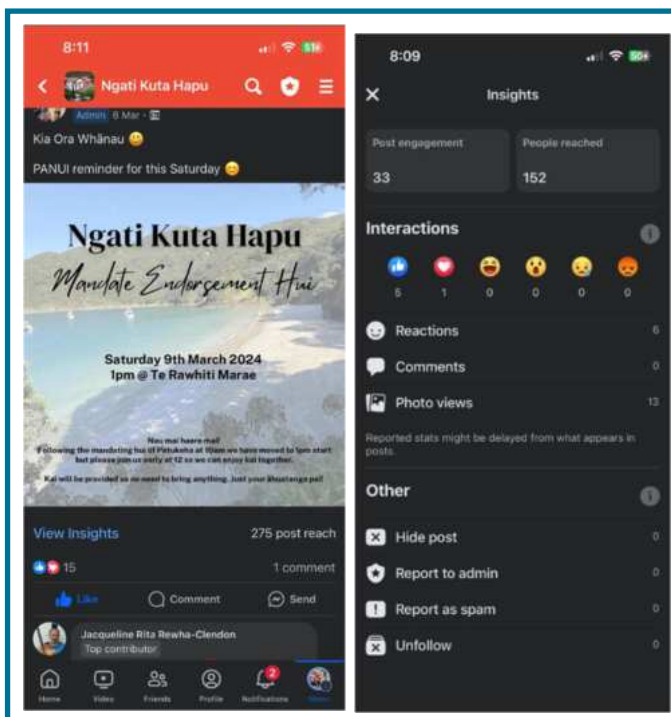
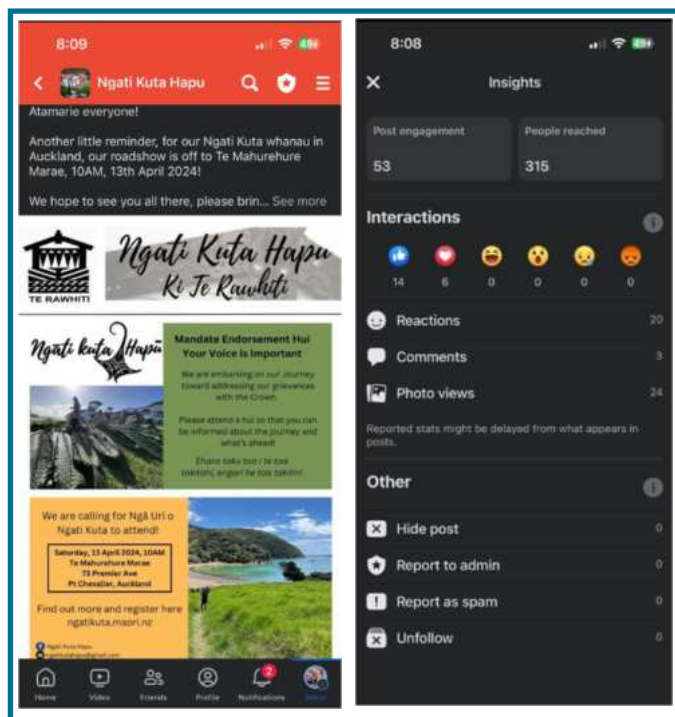
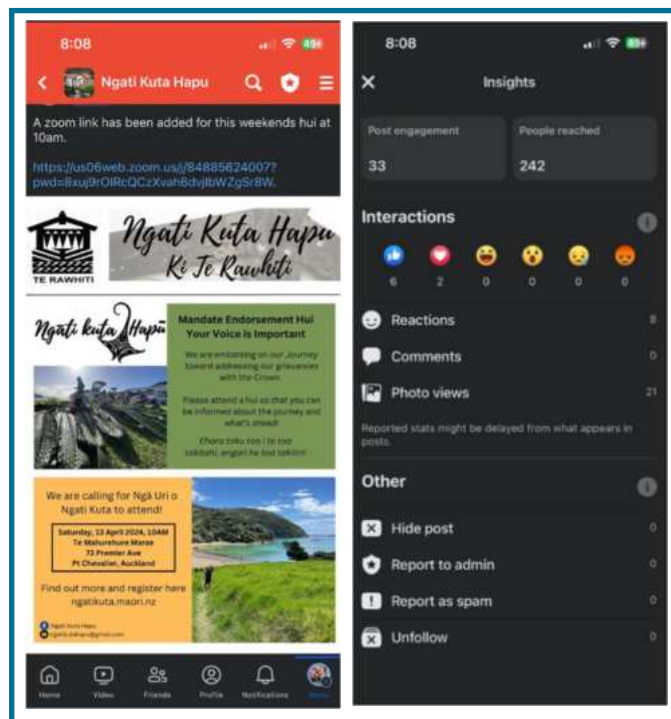
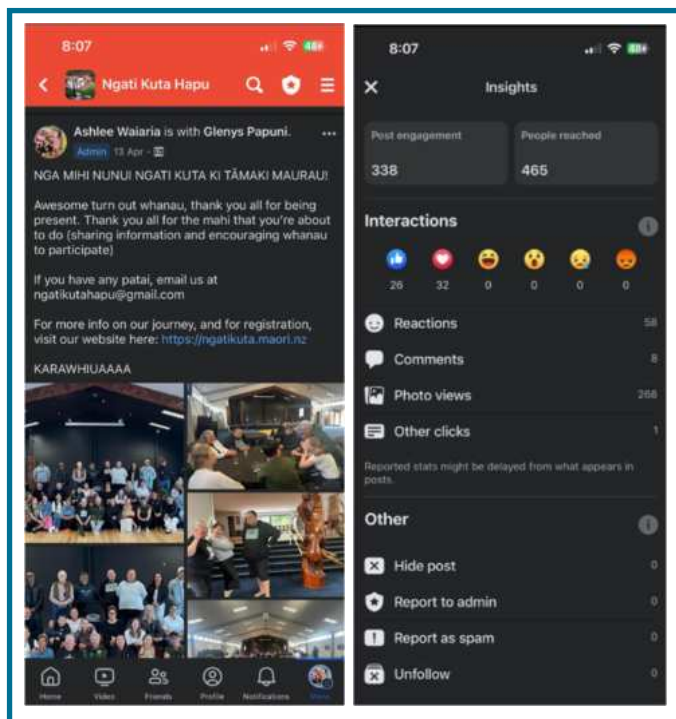


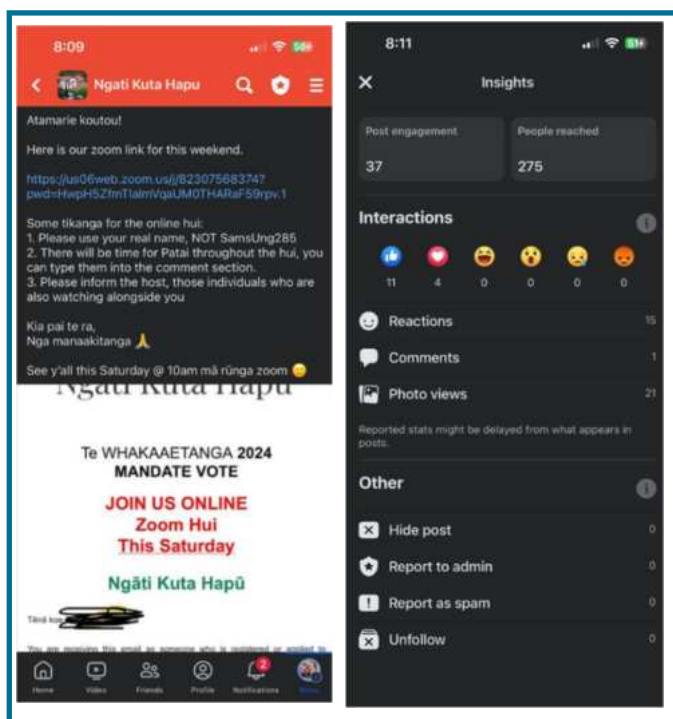
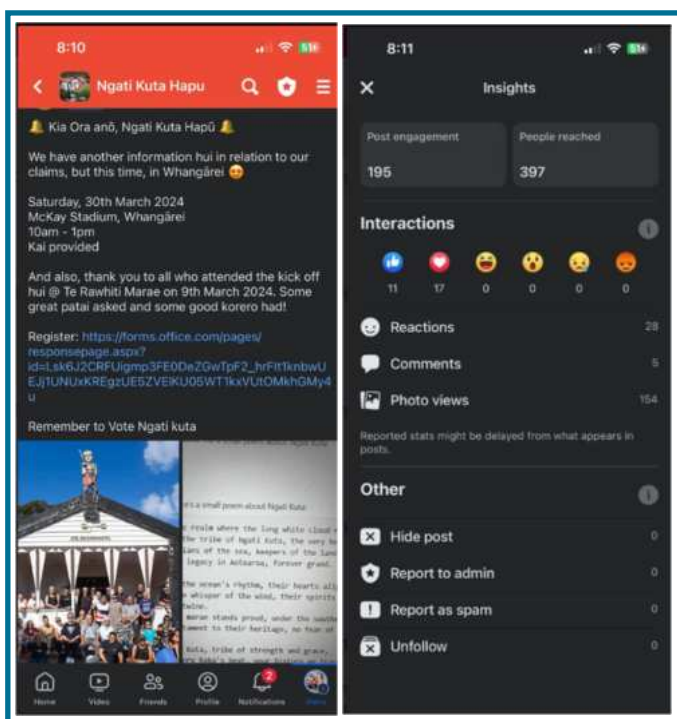
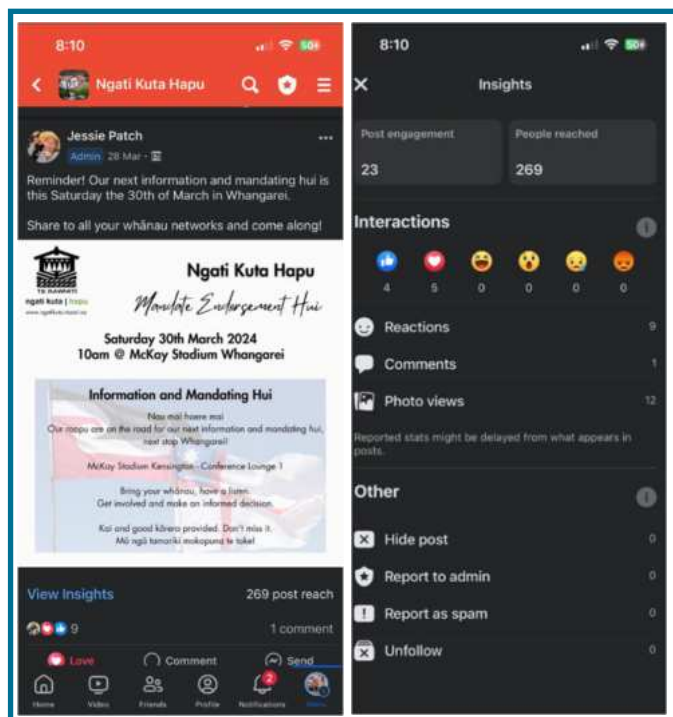
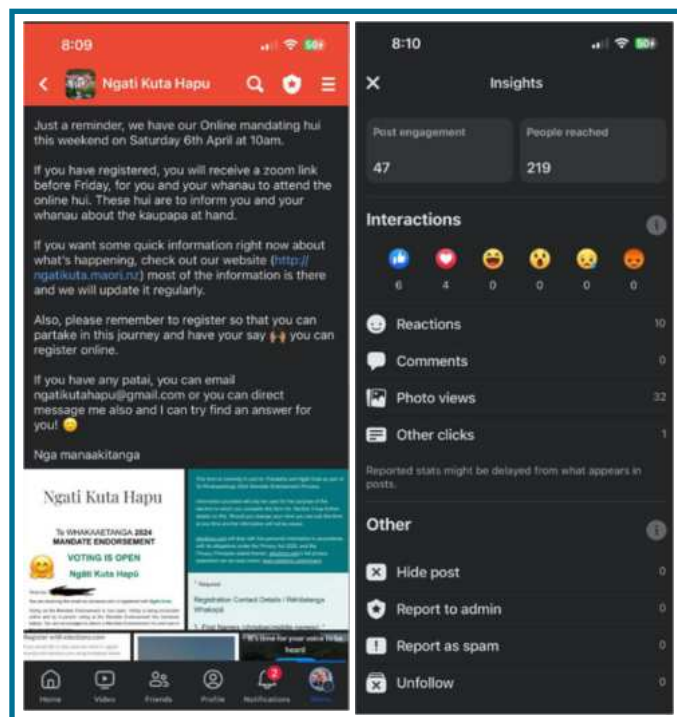
# APPENDIX FOUR

## Facebook Data Insights

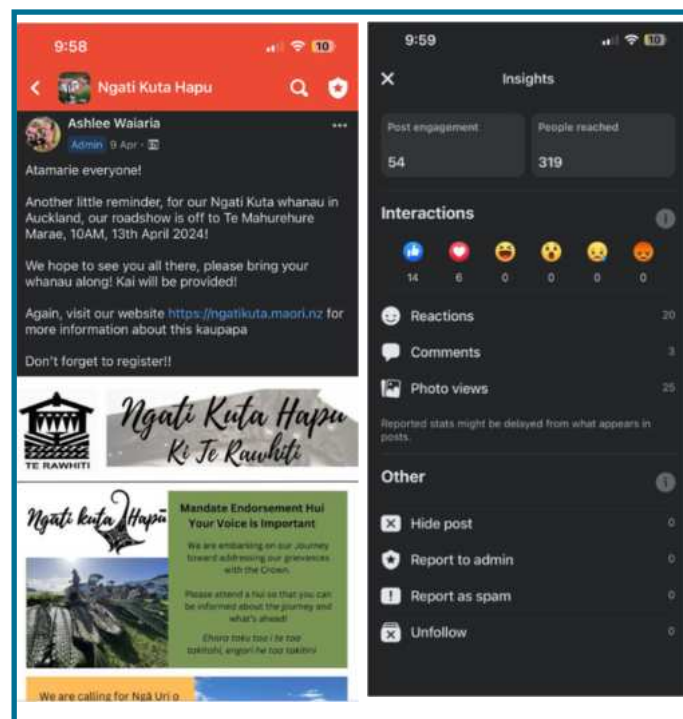
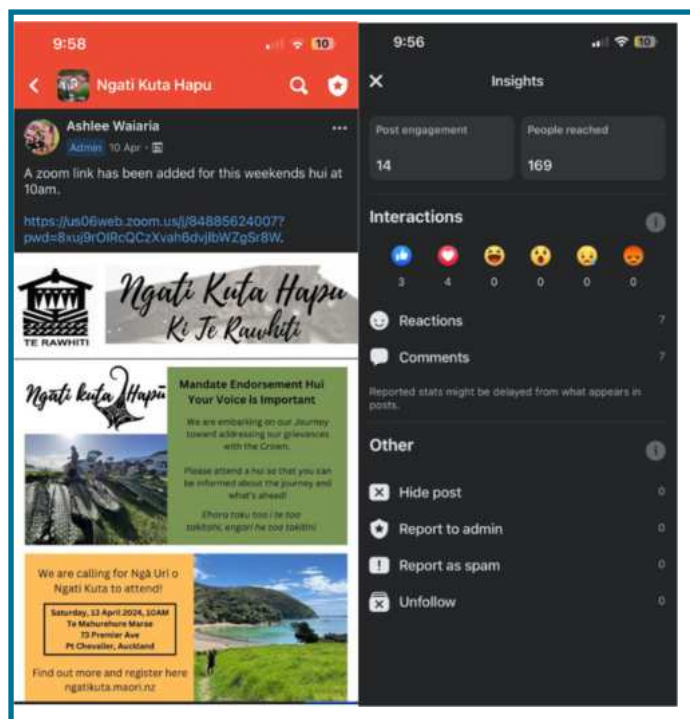
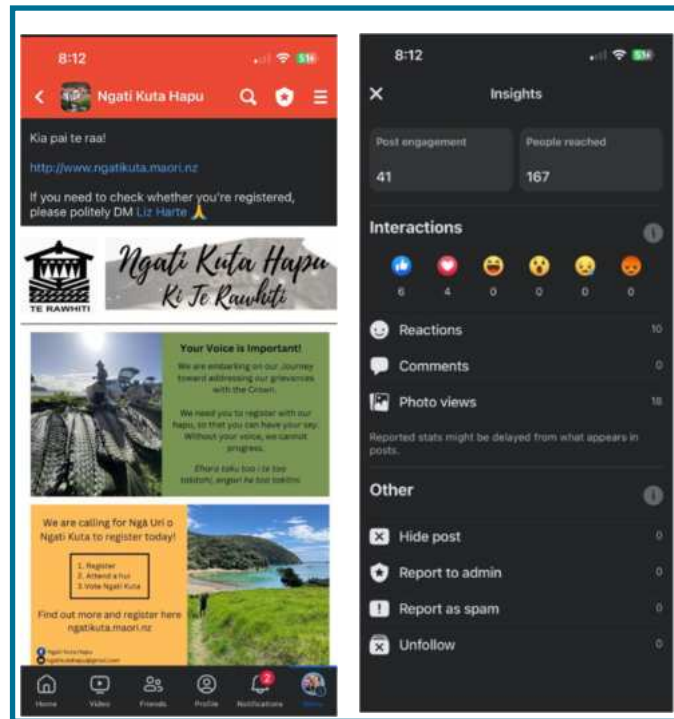
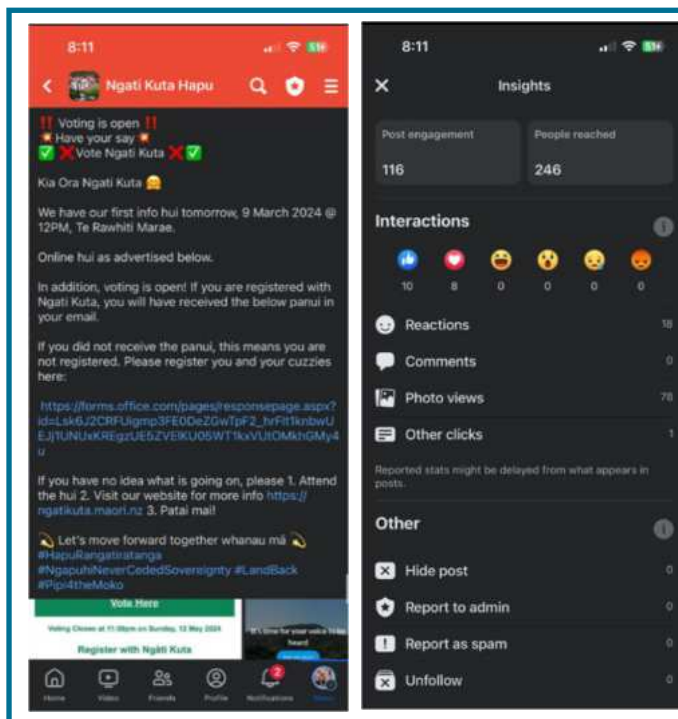


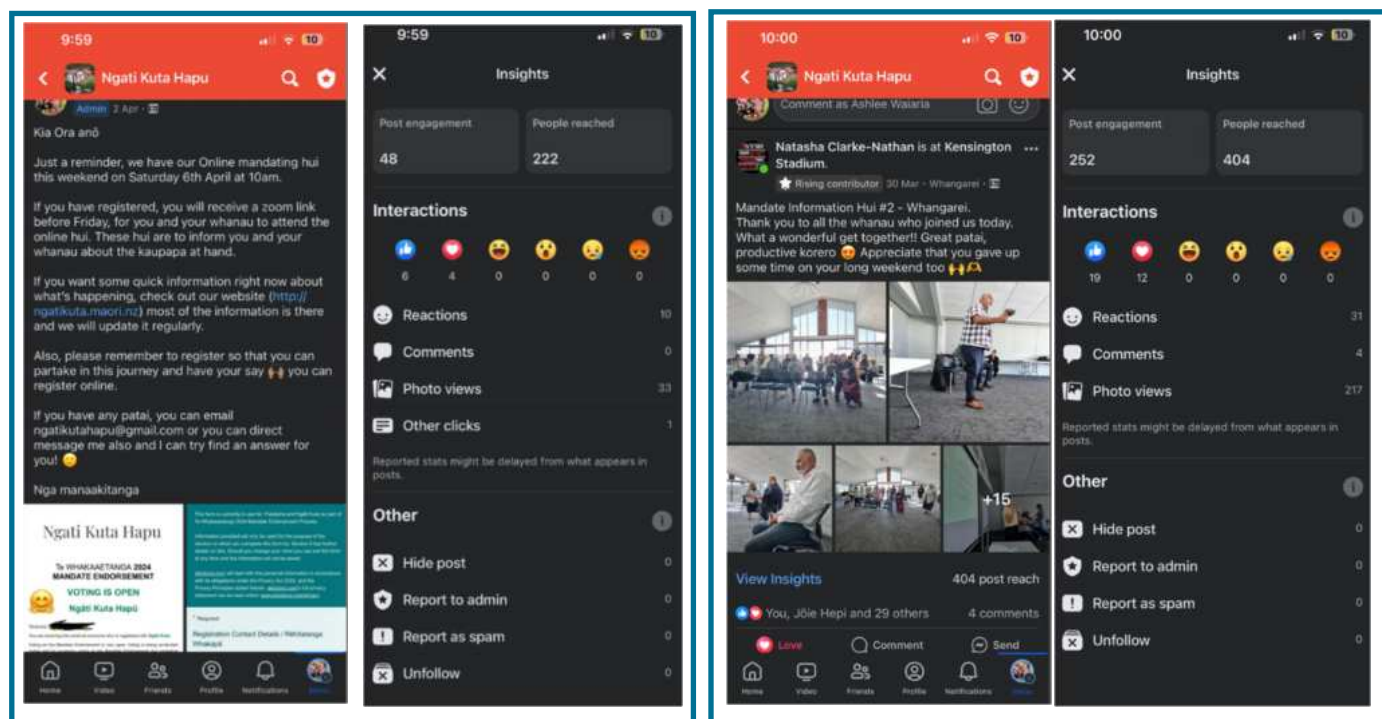
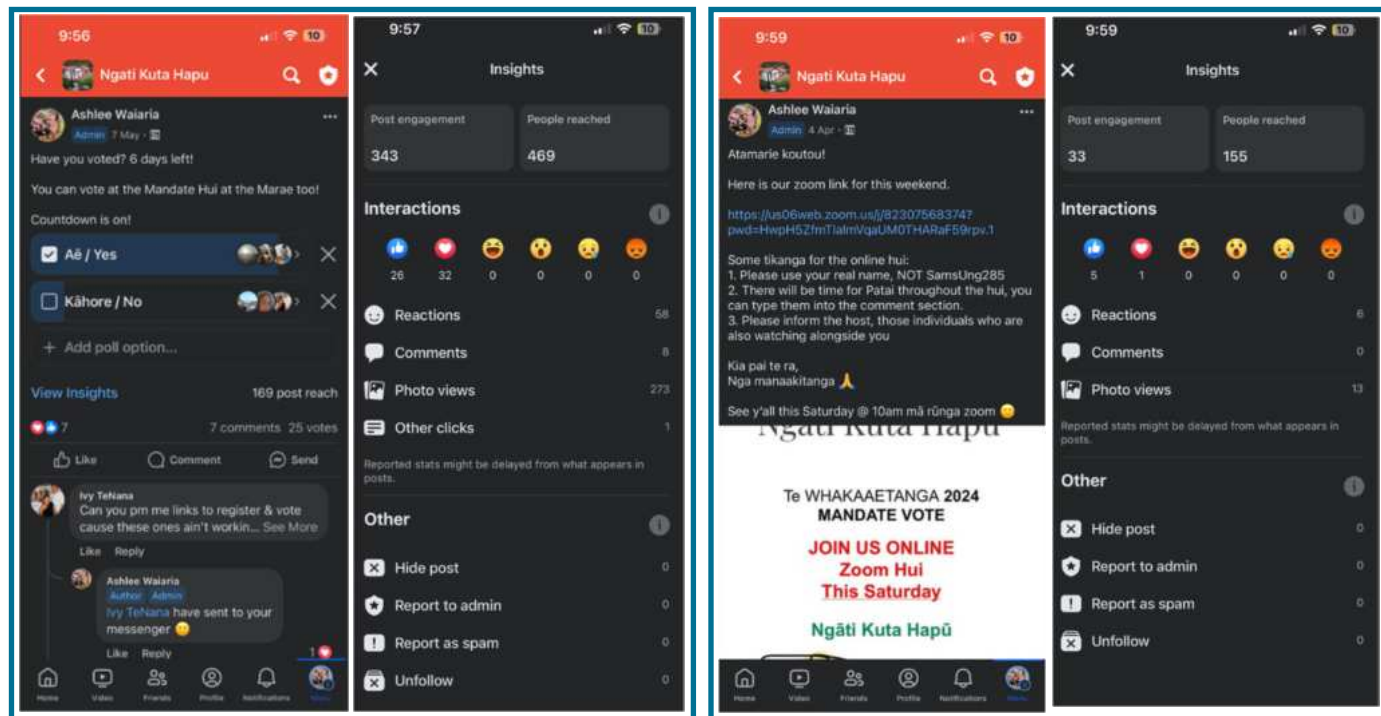


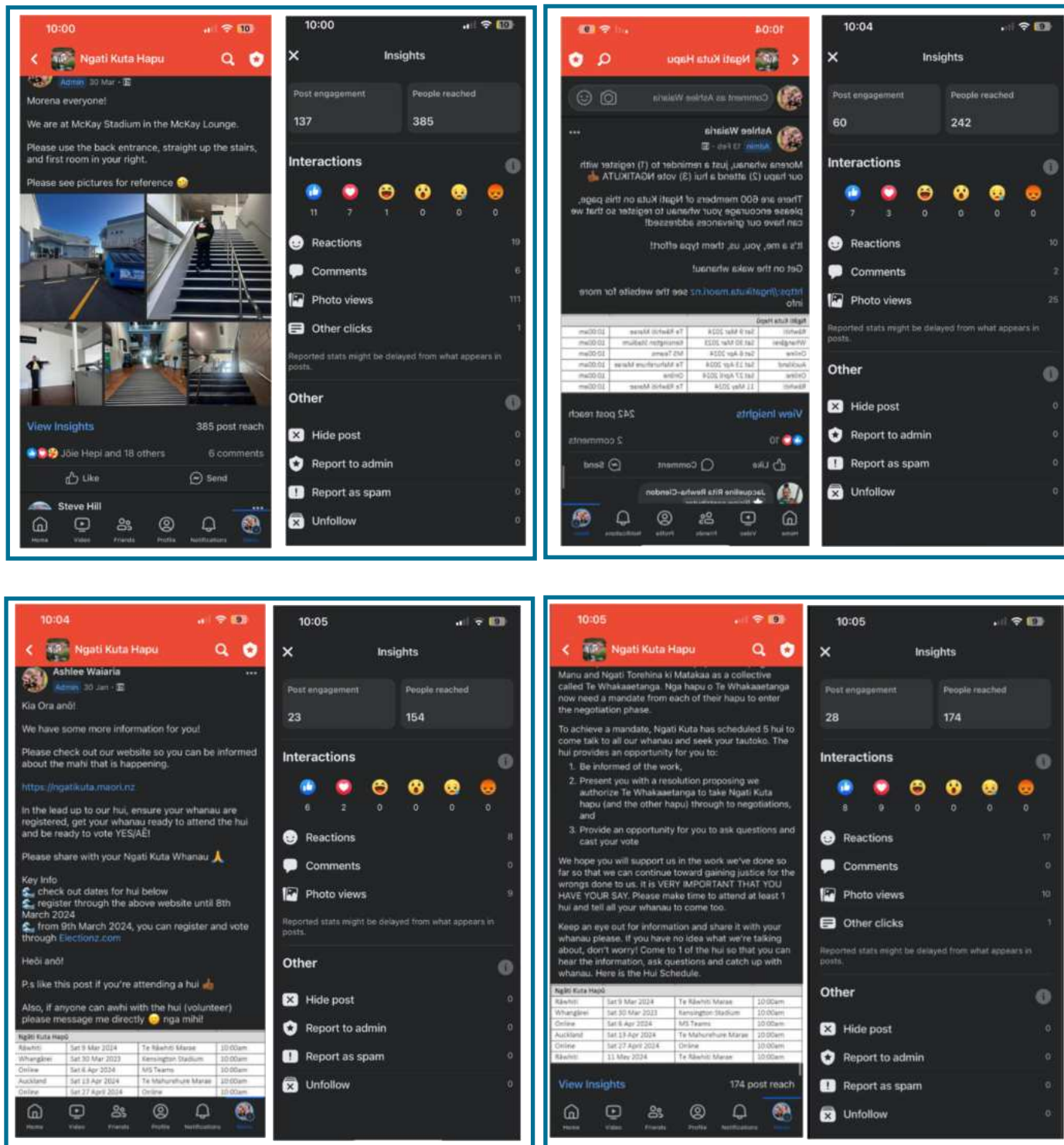








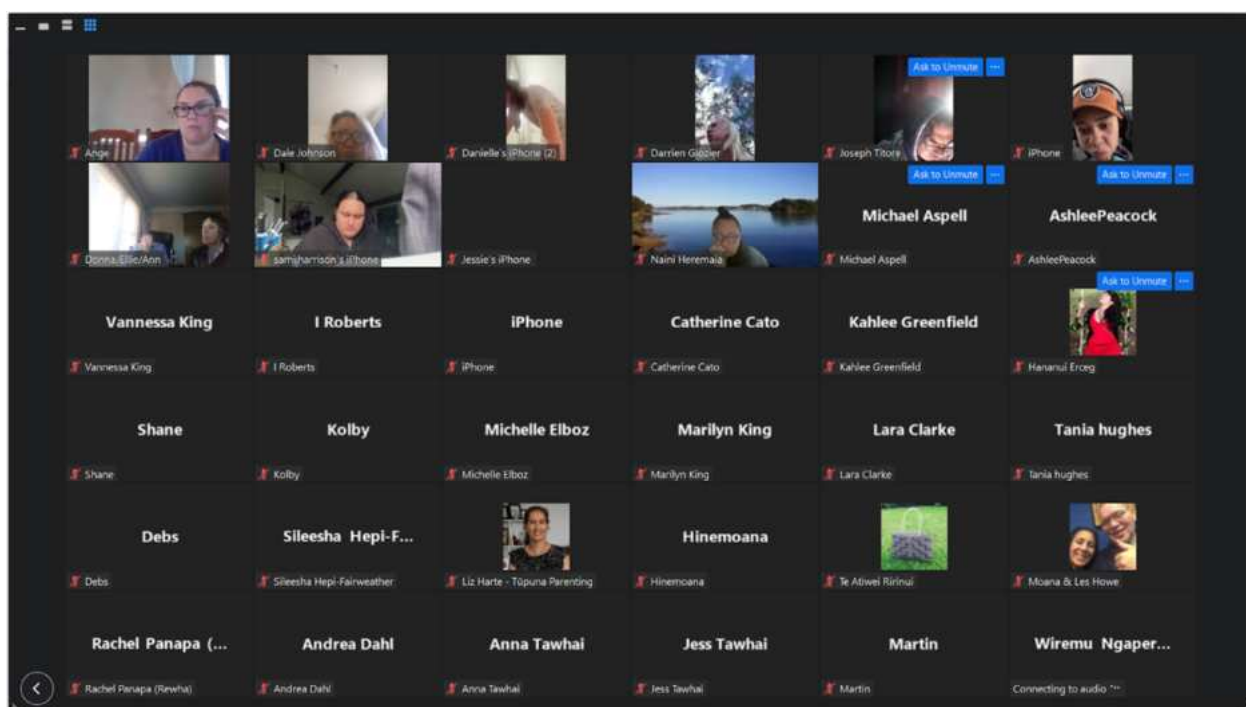
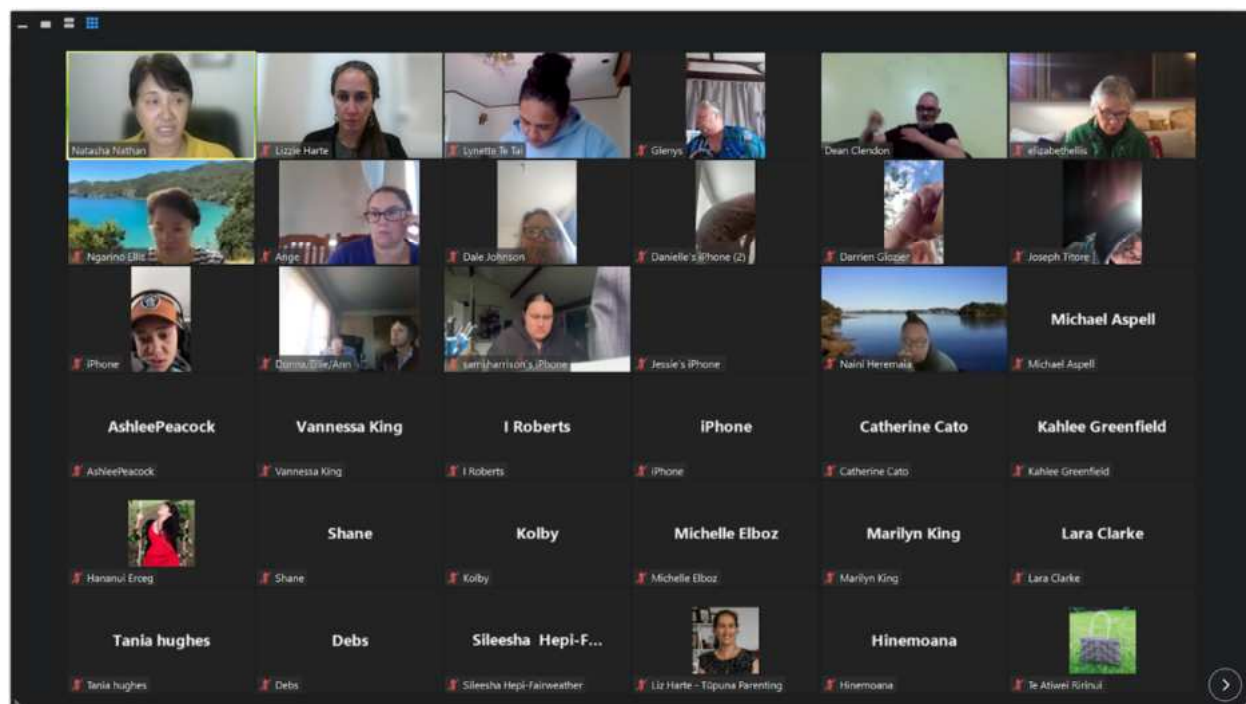






## APPENDIX FIVE

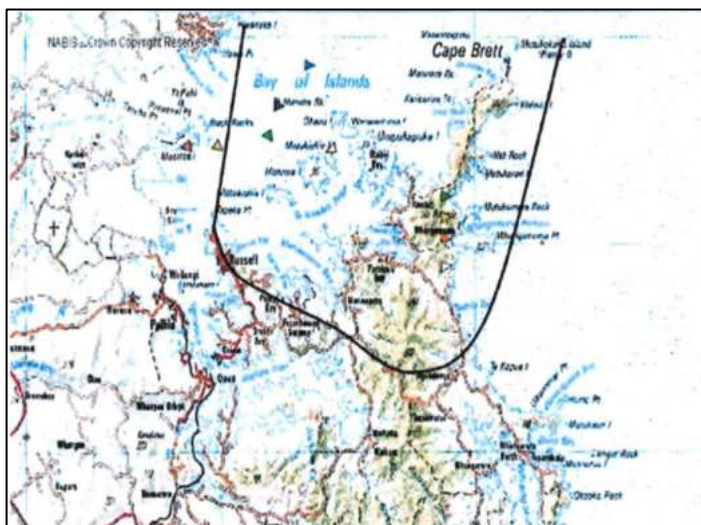
### Zoom Hui (27 April)



## APPENDIX SIX

### Ahikaatanga Map (updated)

#### ORIGINAL MAP



#### UPDATED MAP





## *Appendix 10: Ngāti Torehina ki Matakā Mandating Hui Report*



# Ngāti Torehina Ki Matakā

## Mandate Information & Endorsement Hui Report (17 Feb, 24 Feb & 31 Mar 2024)

### Opening Acknowledgements

From the outset we would like to acknowledge:

Bettina Reid and Zachery Whitsitt from Te Puni Kōkiiri  
Troy Thompson and Wiliam Bonney and their crew from Mountain Landing,  
Kerikeri Hire, New World Kaikohe,  
Conifer Grove School, St James Hall,  
Ngā Uri O Paerata, Kahui Poutiaki O Ngāti Torehina Ki Matakā,  
Our Kuia & Kaumātua and...

All of our wonderful NTKM whānau who made the conscious choice to travel and attend each hui.

**You've all helped to make this phase of our Treaty Claim campaign a huge success!!**

### The general roll-out of all three hui

Once the karakia and mihi were concluded the hui began in earnest with a 15 minute 'Reflection' presentation of our NTKM Treaty Claim Journey so far (Refer to Appendix 4b). This segment of our hui was crucial in:

- Brining whānau, new to our campaign, on board;
- Reminding and revealing just how long we've been on this journey, the growth, the people we've lost, throughout;
- Reinforcing just how important our 'Endorsement Hui' was in terms of advancing our hapū to the next phase of the journey; and
- Promoting how Ngāpuhi had courageously confronted the underlying matter of sovereignty and our unextinguished tino rangatiratanga.
- (Throughout this presentation Herb read through every milestone each slide covered highlighting also how the young ones had now matured to become our new leaders)

The hui then progressed, into the Te Whakaaetanga Presentation. Matua Herb elaborated throughout the presentation highlighting things such as:

- What a mandate actually is (member consent);
- The key tupuna that define our Matakā branch of Ngāti Torehina (Te Reinga);
- The importance of Ahikātanga in terms of:
  - determining/proving authority over our tribal territories; and
  - being dutiful tribal members and upholding the mana of our hapū
- The different hui tikanga being employed by each hapū and how that reflects a shift in requirements, and thinking, on the Crowns part;
- How important hapūtanga is for all our Te Whakaaetanga hapū and that the mana and power of the hapū is paramount (eg. TWT trustees can only be removed by their own hapū).

## Hui Specific Information

### 1.0.0 Mandate Information Hui – Sat, 17 Feb 2024

Venue: Conifer Grove School, 16 Evander Cres, Conifer Grove, Takaanini, Auckland South.

Start time: 10.10 am

No of attendees: 15 Adults (13 eligible descendants) + 3 under 18

Finish time: 1.30pm

Karakia / Mihimihi

Matua Hema Rihari & Matua Herb Rihari

Feeling of the hui

The vibe and general feeling of the hui was really positive. Whānau seemed excited and looking forward to the voting day. There was a broad range of generations including a newborn and two of our key kuia and kaumātua.

Matua Herb asked attendees if he could get an indication as to how people were feeling in terms of the proposed resolution. The hui unanimously voted in favour of the resolution.

Questions & Responses

1. Do you have to be at the hui to vote? Are proxy votes available?

*Yes, it was decided at earlier hui that you had to be present to cast your vote. No proxy votes are not an option because we each have a duty to fulfil as hapū members (ahikātanga) and you've got to be connecting with the kaupapa, the whānau and whenua to do this (tikanga). You can't do this by proxy.*

2. Can in-laws vote? They tiaki our tamariki and devoted to our kaupapa.

*No. In-laws are valued members of the hapū but the duty is on the descendants.*

3. What about whānau living overseas and want to participate?

*Their best option is to contact a family member and encourage them to attend and represent them. We all have key family members who represent the views and voice of others and that view shouldn't be missed, however, that family representative's attendance and vote will still be counted as a single vote only.*

## 2.0.0 Mandate Information Hui – Sat, 24 Feb 2024

Venue: St James Hall, 209 Kerikeri Road, Kerikeri, Northland  
Start time: 10.00 am  
No of attendees: 5 Eligible hapū members.  
Finish time: 12.00 pm

Karakia / Mihimihi  
Matua Herb Rihari

### Feeling of the hui

Whānau were keen to get on with the voting hui and excited about the next phase. Again, everyone indicated by a show of hands that they support the proposed resolution.

### Questions & Responses

There were no questions posited but the hui affirmed that if whānau feel strongly about this Kaupapa, for or against, they need to front up at the hui to have their say and cast their vote.

## 3.0.0 Mandate Endorsement Hui – Sun, 31 March 2024

Venue: Wharengaere, Beachfront Marquee.  
Start time: 10.08 am  
No of attendees: 58 Eligible hapū members (from a total of 87 attendees)  
Finish time: 12.15 pm

Karakia / Mihimihi

Matua - Pastor Te Hurihanga Rihari

Matua Hema Rihari

Matua Herb Rihari

### Feeling of the hui

Being home certainly elevated the vibe amongst the whānau. The marquee, the beachside setting and our surrounding whenua and moana made for a strong backdrop of aroha, unity and importance. There was a buzz of excitement in the air. Whānau enjoying both the sun and vista was an infectious treat that validated the underlying vision of bringing our people home to connect with each other and their taonga tuku iho.

We had whānau travel up from Wellington, Taranaki, Taupo, Hamilton, Auckland, Kamo and the Northland surrounds. We had a good representation of our kuia and kaumātua our rangatahi and several of our hapū's newest pepi.

We had a strong representation from our hapu leadership team – *Kāhui Poutiaki O Ngāti Torehina Ki Matakā* and our Wharengaere Papakainga Trust.

It was great seeing groups of families come and new bonds being forged particularly those who gravitated towards the three guitars to sing their joy of being home. It was also strengthening to see the three sustaining pillars of NTKM being Hohepa, Hapeta Te Kiri, and Paerata being represented.

### Questions & Responses

1. **Can you explain who Te Reinga is, why NTKM members must whakapapa through him and how come? Because that seems so broad and wide. That could mean that Ngāti Rehia have rights. Can you define that please?**

*The genesis of Ngāti Torehina stems from the union of Ngai Tahu cheifteness – **Marokura** and Ngāti Awa rangatira **Te Rangiwhēiao**. Ngai Tahu once populated and reigned over much of the east coast of Te Taitokerau but were overthrown with the arrival of Ngāti Awa to our shores under Te Rangiwhēiao's leadership.*

*Marokura pleaded for mercy for her people to which te Rangiwhēiao agreed but on the condition that she remain as his wife, to which Marokura agreed and it's through the birth of their son Teau that Ngāti Torehina begin.*

*Teau has a child called Maiopuku who begat Teumanga. Teumanga has a child called Maungatai. (Maungatai has otehr siblings such as Raorao from the Ngāti Torehina Ki Whakaaraara and Ngāti Torehina Ki Taita descend and Te Kāpiro. There is also a branch known as Ngāti Torehina Ki Ngāti Whātua). Maungatai has a son called Te Reinga a fifth generation descendant.*



*Our tūpuna Haroe Morunga is recorded to have said at a Native Land Court hearing in 1875 that his tūpuna Te Reinga resided upon our traditional lands of Mataroa below our maunga Matakā.*

*Since Te Reinga our branch of Ngāti Torehina have remained to fulfill our duty of ahikātanga therefore our Ngāti Torehina Ki Matakā members are identified as those whom descend from Te Reinga.*

*Ngāti Rehia uri descend from Rehia. Their lines of whakapapa are completely different.*

**2. Did I hear correctly that you (Herb) and John Kahukiwa were negotiators on behalf of Te Whakaaetanga – Is this for mahi aroha or is John serving as our lawyer?**

*As presented, each hapū are entitled to have 2 negotiators (and this is a significant deviation from the Crowns standard approach).*

*It was decided at a hapū hui in March 2020 that John & I would be the our hapū's negotiators and Pastor Te Hurihanga would be my back-up. Prior to the hui I rang John to ask if he'd be willing to which he said he'd be honoured.*

*As a negotiator Johns remuneration will be negotiated as part of the Negotiations Strategy package. The hapū is not required to fund the negotiators. This is carried by the Crown.*

*John urged early on that he doesn't want to participate in these rudimentary, administrative type hui and instead would prefer to save any 'aroha' hours for the main phase being negotiations.*

**...Well were blessed to have him.**

**3. Can you tell us a bit more about John (who has been working for the hapū for a long time)?**

*John has been our hapū lawyer since 2007, when our campaign started. He has been in the Treaty claim space and counsel within this space for a long time. Of all counsel representing Ngāpuhi hapū only three have taken claimants to the negotiations stage and only one has done this twice – that is John Kahukiwa. He has plenty of experience with claimants and also through his own hapū – Ngāti Whakaue.*

*John is one of the most experienced lawyers, alongside Annette Sykes in the Treaty claim space. He is also a humble lawyer. I've seen many counsel throughout the hearings who get caught up in challenging the Crown and the hype of their own self aggrandizement. It's like a boxing match where a fighter goes down and they want to put in the boot. John's sole interest is getting the right answer and once he does, no further questions.*

**...So, we're a small hapū with a big gun?**

*Absolutely!*

**4. Who is eligible to vote?**

*Those who whakapapa to Ngāti Torehina Ki Matakā and are also 18 years of age or older. Our attendance register has an 'Eligibility' column to reflect this.*

**5. To vote, do you have to be present today?**

*Yes, those who aren't present have until 4 pm today to cast their vote.*

**6. The original claim, as representatives, John and Herb will follow the original position and the holding of fiduciary obligations as well?**

*Fiduciary duty was where the Crown had a duty to protect our hapū. Yes, that was a prong that was in our Treaty claim – holding the Crown accountable for failing in their fiduciary obligations, is a component of negotiations.*

(Please refer to the attached report Appendix 4a, provided by the two Independent Observers from Te Puni Kokiri – Ministry for Maori Development)

The hui then progresses to the vote. (See page 7)

This main part of the hui concluded with a delicious hākari and Matua Herb and many other's stayed on until 4pm at which point he declared the hui officially closed signalling also for celebrations to begin.

## The Endorsement Hui Resolution & The Vote

### TE WHAKAAETANGA MANDATE RESOLUTION

*The acceding hapū of Te Whakaaetanga Trust  
established by Deed dated 14 January 2023  
(collectively referred to as Ngā Hapū Te Whakaaetanga)  
mandate Te Whakaaetanga Trust  
to represent them  
In negotiations with the Crown  
in respect of the comprehensive settlement  
of all of Ngā Hapū Te Whakaaetanga  
historical Te Tiriti o Waitangi claims  
and further mandate Te Whakaaetanga Trust  
to present an initialled deed of settlement  
to Ngā Hapū Te Whakaaetanga  
for ratification  
prior to a Deed of Settlement  
being signed.*

\* As at the date of this  
Mandate Strategy, the  
acceding hapū are  
Ngāti Torehina ki Matakā,  
Ngāti Manu, Ngāti Kuta  
and Te Patukeha.

This resolution was presented to the hui through the 'Te Whakaaetanga' presentation and then presented as shown in the image above.

It was read out two times using this image, explaining each component of the resolution and who was eligible to vote. Then Matua Herb asked the hui:

"...All those in favour of the resolution please raise your hands"

**54 hands were raised and counted by TPK Observer.** (Attendance register reflects 58)

"...All those against the resolution, please raise your hands"

**0 (zero) hands were raised;**

"...All those abstaining"

**0 (zero) hands were raised.**

## Voting Result

***Hui voted unanimously in favour of the resolution.***

## Some additional key features of our 31 March 2024 Mandate Endorsement Hui.

The three key tūpuna, whose descendants are actively involved as the prominent drivers of our NTKM Treaty Claim campaign, were well represented. These tupuna being:

- Hohepa Rihari;
- Hāpeta Te Kiri Rihari; and
- Paerata Rihari.

All five of our key hapū groups were well represented, being:

- Our Rōpu Rangatahi;
- Our Rōpu Kuia and Kaumātua;
- Our Hau-kainga;
- Our 'Ngā Uri O Paearata' rōpu;
- Our Wharengaere 2 Papakainga Trust; and

Our hapū leadership entity - ***Kāhui Poutiaki O Ngāti Torehina Ki Matakā (KPON)*** was well represented.

## Final Thank You to...

- The Te Whakaaetanga Trust (TWT) team for their hard work and commitment to supporting our hapū and providing the platform for our hapū to have a voice.
- TWT Counsel - Coral Panoho and colleague Bobbi Walker, for their valuable support and guidance.
- Te Arawhiti – Ashley Tvrdeic, Alexandra Mellows, Rebecca Anderson, Tania Anderson for their willingness to advocate and support our needs.
- Chief Crown Negotiator (former) – Belinda Clark for her support and openminded approach to our ideas and tribal views and processes.

This is our Report – 10 May 2024

Matua Herb Rihari (KPON Chair) & Sheldon Hall (KPON Secretary)



## Images from our 'Mandate Endorsement' Voting day







*Appendix 11: Te Puni Kōkiri independent observer notes for Ngāti Torehina ki Matakā voting hui*

*This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.*

## Ngāti Torehina ki Matakā Mandate Endorsement Hui

### Independent Observer Report

<b>Iwi</b>	Ngā Hapū o Te Whakaaetanga Trust (LNG) of Ngāpuhi		
<b>Hapū</b>	Ngāti Torehina ki Matakā (NTKM)		
<b>Location</b>	Wharengaere Bay, Bay of Islands		
<b>Date</b>	Sunday, 31 March 2024		
<b>Start time</b>	10:09am	<b>Finish time</b>	12:14pm
<b>Chair</b>	Herbert Rihari		
<b>Observers</b>	Zachary Whitsitt and Bettina Reid, Te Puni Kōkiri - Regional office, Te Tai Tokerau		
<b>Presenters</b>	Herbert Rihari and Te Hurihanga Rihari (kaumātua) via PowerPoint presentation.		
<b>Attendance</b>	Total of 77 <b>people*</b> , including <b>2 Te Puni Kōkiri observers and children</b> *people were arriving and leaving throughout the hui, so this is an approximate number		
<b>Purpose</b>	<p>The purpose of the hui was described by the resolution being voted on:</p> <p><i>“The acceding hapū of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as “Ngā Hapū Te Whakaaetanga”) mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed”</i></p>		
<b>Agenda</b>	<p><b>Start Time</b></p> <p><u>10:00am</u></p> <p><u>10:08am</u></p> <p><u>10:20am</u></p>	<p>the agenda accompanied the hui for the hui. <b>Kaupapa</b></p> <p>arakia/Hime</p> <p>himihi/Waia</p> <p>- Overview of the developing process of producing Te Puni Kōkiri</p>	<p><b>Duration (mins)</b></p> <p>8</p> <p>12</p> <p>8 mins</p>

		dependent <u>Observe</u> <u>2) Main Kaupapa</u>	
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*This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.*

		10:28am	Reflection of our Treaty Claim Journey	15	
		10:43am	Te Whakaaetanga Mandate Presentation	60	
		11:43am	Resolution/Vote	12	
		11:55am	Karakia Whakakapi	5	
		12noon	Refreshments (whānau and guests are welcome to stay or leave at their leisure)		
			<b>Voting will remain open until 4pm</b>		

<b>Presentation</b>	<p><b>All presenters introduced themselves prior to speaking.</b> Hui started at 10:09am with karakia</p> <ul style="list-style-type: none"> <li>• 10:09am – Te Hurihanga - Kaumatua opening with karakia</li> <li>• Kaumātua provided a brief outline of the journey taken so far, beginning 17-18 years ago</li> <li>• 10:22am - Mihimihi was conducted by Kaumatua followed by himene</li> <li>• 10:28am Herb Rihari – Mihimihi <ul style="list-style-type: none"> <li>○ Herb outlined agenda and introduced observers.</li> </ul> </li> <li>• 10:33am: - Introduction by Te Puni Kōkiri independent observers Bettina and Zac. Prescribed statement read outlining their role as independent observers.</li> <li>• 10:36am: – <b>Presentation 1</b> - “Our treaty claim journey so far” presented by Herb Rihari.</li> <li>• 10:59am: – <b>Presentation 2</b> - “Te Whakaaetanga Trust and Mandate” presented by Herb Rihari.</li> <li>• “Frequently asked questions” were provided on slides.</li> <li>• 11:52am: – everyone called in for the vote</li> <li>• 12:00noon: the vote was taken by a show of hands – counted by Bettina.</li> <li>• 12:04pm: Karakia Whakakapi</li> <li>• 12:14pm – Hui closed.</li> </ul> <p><b>Presentation 1:</b></p> <p>Whānau were presented with a detailed history of events pertaining to Ngāti Torehina Ki Matakā and Ngāpuhi since the beginning of settlement aspirations.</p>
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	<ul style="list-style-type: none"> <li>• The presenter outlined the various stages and approaches that have been undertaken so far during the settlement journey of Ngāpuhi and gave a brief of the current hapū led process.</li> <li>• Key roles and responsibilities of hapū and kaimahi involved with the mandating process were clearly outlined.</li> <li>• Kahui Pou Tiaki o Ngāti Torehina ki Matakā (KPON) Post Settlement Governance Entity (PSGE) was described and outlined. KPON is the representative working group as a conduit between NTKM and Te Whakaaetanga Trust.</li> <li>• All KPON members present were introduced and acknowledged.</li> </ul> <p>Presenter noted that NTKM have invited Ngāti Rehia to hui to discuss areas of overlapping interest. Attendees were encouraged to attend hui stressing the importance of attendance.</p> <p><b>Presentation 2:</b></p> <p><b>Te Whakaaetanga</b> presentation outlining:</p> <ul style="list-style-type: none"> <li>• What a mandate is.</li> <li>• Who the current members of Te Whakaaetanga Trust are: <ul style="list-style-type: none"> <li>○ Patukeha</li> <li>○ Ngāti Kuta</li> <li>○ Ngāti Manu (Te Uri o Raewera me Te Uri Karaka)</li> <li>○ Ngāti Torehina ki Matakā</li> </ul> </li> <li>• Other hapū can join Te Whakaaetanga Trust if they endorse the current mandate strategy.</li> <li>• The process for hapū to withdraw from Te Whakaaetanga Trust was outlined.</li> </ul> <p>The four hapū of Te Whakaaetanga as a Large Natural Grouping (LNG) of hapū have progressed to the mandate endorsement stage. The first hapū of Ngāpuhi to do so.</p> <p>The impact of the vote on the resolution was outlined and explained including what a 'yes' or 'no' vote means.</p> <p>Te Whakaaetanga Trust has facilitated a hapū driven process.</p> <p>The resolution was read out clearly multiple times during the hui. The opportunity for questions was given to participants.</p>
<b>Questions and comments</b>	<p>Questions were called for throughout and after the PowerPoint presentation. Below is a summary of questions and comments:</p> <p><b>Question: Can you explain who Te Reinga is, why NTKM members must whakapapa through and how come? Because that seems so</b></p>

**broad and very wide. That could mean that Ngāti Rehia have rights. Can you define that please?**

**Answer:** The full whakapapa was explained in detail. NTKM originate from two tupuna from Ngāi Tahu who were overthrown by Ngāti Awa. Within that, mercy was pleaded for and given in exchange for marriage between Marokura and Te Rangiwhēiao. Five generations later, Te Reinga was born. The tūpuna that NTKM derive from. Te Reinga was born and resided on the traditional whenua in Matakā. The siblings of Te Reinga were located elsewhere across the rohe forming other variations of Ngāti Torehina.

Ngāti Rehia's whakapapa are all descendants from Rehia, down different lines from Ngāti Torehina ki Matakā.

**Question: Did I hear correctly that you (Herb) and John Kahukiwa were the negotiators on behalf of Te Whakaaetanga – is this for mahi aroha or serving as our lawyer?**

**Answer:** John's remuneration will be negotiated as part of the negotiation package. The hapū is not required to fund the negotiators as part of this process. He doesn't want to participate in this hui for the sake of saving his aroha hours. This process is rudimentary and standard.

*Comment from questioner noted that they were blessed to have him.*

**Question: Can you tell us a bit more about John who has been working for the hapū for a long time?**

**Answer:** John has been a lawyer for hapū since 2007 when our campaign started. He has been in the treaty claim space and counsel within this space for a long time. Of all counsel representing Ngāpuhi hapū, only three have taken claimants to negotiation stage. Only one has done this twice. That is John Kahukiwa. He has plenty of experience, with claimants and his own hapū within Ngāti Whakaue. He is one of the most experienced lawyers alongside Annette Sykes in the treaty claim space.

He is a humble lawyer. Some counsel get caught up in challenging the crown. John's interest is with the right answer, not the approach.

**Question: Who is eligible to vote?**

**Answer:** Those who whakapapa to NTKM and are also 18 years of age or older. The attendance register has an eligibility column.

**Question: To vote, do you have to be present today?**

**Answer:** Yes. Those who aren't present have until 4pm to provide their vote.

**Question: The original claim, as the representatives, John and Herb will follow the original position and the holding of fiduciary obligations as well?**

**Answer:** Fiduciary duty was where the Crown had a duty to protect hapū. That was a prong that was in the treaty claim – holding the

	Crown
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*This file note is a final summary report of the hui. It is not a full transcript or a full record of the hui. It is intended for internal Te Puni Kōkiri use only and not public distribution. It may, however, be subject to Official Information Act 1982 requests in the future.*

	accountable for failing in their fiduciary obligations is a component of ongoing negotiations.
<b>Resolution(s)</b>	<p><i>One Resolution to be voted on:</i></p> <p>1. <i>"The acceding hapu of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (Collectively referred to as "Ngā Hapū Te Whakaaetanga") mandate Te Whakaaetanga Trust to represent them. In negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga" historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed"</i></p> <p>The resolution was read out twice, and it was explained what the impact of the resolution is, and what the vote will signal.</p>
<b>Voting process</b>	<p>Voting is to be undertaken as a single vote hui notified 2 months in advance.</p> <p>The registration form included age and eligibility.</p> <p>If yes, a count was taken. If you vote no, you present your name to the registration table where the formal record of the vote was captured.</p> <ul style="list-style-type: none"> <li>• Voting to be conducted by show of hands during the hui, and;</li> <li>• Registering your vote up until 4pm on the day after the hui</li> </ul> <p>Voting took place at the hui held Sunday 31 March 2024 at Wharengaere Bay.</p>
<b>Voting result</b>	<p>The result of the vote during the hui substantive:</p> <ul style="list-style-type: none"> <li>• 54 voted āe</li> <li>• 0 voted kao</li> <li>• 0 abstentions</li> </ul> <p>The vote was unanimous.</p> <p>The resolution was carried.</p> <p>- Applause.</p>

<p><b>Other comments</b></p>	<ul style="list-style-type: none"> <li>• Te Puni Kōkiri observers arrived early and were escorted to their site. The location of the hui was isolated but easily accessible.</li> <li>• The role of Te Puni Kōkiri Independent Observers was clearly explained to the hui participants.</li> <li>• To ensure all whānau could participate, when using Te Reo Māori, the presenter provided a translation in English.</li> <li>• Throughout the presentation the asking of questions was encouraged and space was provided for open kōrero.</li> <li>• The presentations were clear, in easy-to-understand language and there were appropriate metaphors used.</li> <li>• No hard copies of documents were handed out at the hui. The presentation was shared on screen in a prominent place visible to all.</li> <li>• The registration, voting and settlement process is clearly explained in the Mandate Strategy document and presentation. A registration table was established on the day for people to register their attendance.</li> <li>• Many whānau travelled from Wellington, Taranaki and Auckland to attend the hui.</li> <li>• Enough seats were provided for all attendees and shade.</li> <li>• Ngāti Torehina ki Matakā have nominated their negotiators, John Kahukiwa and Herb Rihari.</li> <li>• Independent observers requested to voice memo record hui for transcription and accuracy of reporting purposes. Observers confirmed that they would delete recording once reporting was complete. NTKM supported this request, and this was announced at the hui.</li> <li>• Information had been available to whānau prior to the hui. The observers felt that whānau came prepared for the hui and were well informed. There were minimal questions as a result.</li> <li>• Independent observer was requested to count āe votes. This was done out loud. The presenter asked for agreement of vote count from attendees. All present agreed.</li> <li>• Everyone registered their attendance on arrival. This was encouraged for future records.</li> <li>• The voting was open to 4pm on the day to enable those who travelled and had delays were still able to participate.</li> </ul>
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## *Appendix 12: Ngā Hapū Te Whakaaetanga Mandate Information Pack*



**TE WHAKAAETANGA TRUST** are seeking a mandate from Ngā Hapū Te Whakaaetanga to represent them in negotiations with the Crown for the comprehensive settlement of all historical Te Tiriti o Waitangi/Treaty of Waitangi claims. This document sets out key information about the Mandate Process and how you can have your say.

## 1. WHAT IS A MANDATE?

In the context of Tiriti/Treaty settlements the 'mandate' is when a claimant group authorises representatives to enter into discussions and agreements with the Crown on their behalf to achieve a settlement of the groups historical Te Tiriti o Waitangi/Treaty of Waitangi Claims.

## 2. WHO IS TE WHAKAAETANGA TRUST?

Te Whakaaetanga Trust was formed on 14 January 2023 and is a special purpose entity established for Ngā Hapū Te Whakaaetanga (currently Ngāti Kuta, Patukeha, Ngāti Manu Te Uri o Raewera me Te Uri Karaka and Ngāti Torehina ki Mataka) to engage in the Crown Treaty Settlement process. The Trust has two trustee representatives from each hapū.

## 3. WHO IS TE WHAKAAETANGA SEEKING TO REPRESENT?

Te Whakaaetanga Trust is seeking a mandate to represent Ngā Hapū Te Whakaaetanga which includes all hapū, whānau, marae and uri of Ngāti Kuta, Patukeha, Ngāti Manu Te Uri o Raewera, Te Uri Karaka and Ngāti Torehina ki Matakā in comprehensive Treaty Settlement negotiations with the Crown. There is an ability for other hapū to join Te Whakaaetanga Trust.

## 4. THE MANDATE PROCESS

Te Whakaaetanga Trust is undertaking a hapū-driven mandate process. Each hapū has decided how they wish to decide on whether or not to confirm the mandate of Te Whakaaetanga in accordance with their own tikanga.

## 5. RESOLUTION TO BE VOTED ON.

All members of Ngā Hapū Te Whakaaetanga will be invited to vote on the following resolution:

*"The acceding hapū of Te Whakaaetanga Trust established by Deed dated 14 January 2023*

*(collectively referred to as "Ngā Hapū Te Whakaaetanga") mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed."*

## 6. OUTCOME OF THE MANDATE PROCESS

The outcome of each hapū mandate process will be recorded and communicated to Te Whakaaetanga Trust via the hapū trustee representatives. If there is unanimous support for the mandate from Ngā Hapū Te Whakaaetanga – Te Whakaaetanga Trust will prepare a draft Deed of Mandate. You will be given an opportunity to make submissions on the Deed of Mandate before it is presented to the Crown for endorsement.

## 7. MANDATE HUI DATES NGĀTI KUTA

Date	Start	Location*
Sat 16 March 2024	10am	Te Rāwhiti Marae
Sat 30 March 2024	10am	Kensington Stadium, Whangārei
Sat 6 April 2024	10am	Online [whanau living offshore]
Sat 13 April 2024	10am	Te Mahurehure Marae, Auckland
Sat 27 April 2024	10am	Online [whanau living nationally]
Sat 11 May 2024	10am	Te Rāwhiti Marae, Rāwhiti

*\*Schedule is proposed and subject to availability of venues*

## PATUKEHA

Date	Start	Location*
Sat 11 Feb 2024	10am	Te Rāwhiti Marae
Sat 17 Feb 2024	10am	Online
Sat 24 Feb 2024	10am	Hoani Waititi Marae, Tāmaki Makaurau
Sat 2 Mar 2024	10am	Online
Sat 9 Mar 2024	10am	Te Rāwhiti Marae, Rāwhiti
*Schedule is proposed and subject to availability of venues		

## NGĀTI MANU TE URI O RAEWERA, TE URI KARAKA

Date	Type	Start	Location*
17 February	Information hui	10am	Karetu Marae
3 March 2024	Information hui	6pm	Online
16 March 2024	Information hui	10am & 2pm	Auckland [venue tbc]
27 March 2024	Information hui	6pm	Online
14 April 2024	Information hui	12pm	Karetu Marae
14 April 2024	Information hui	6pm	Online
27 April 2024	Decision making hui - ma te whare korero	10am	Karetu Marae
*Schedule is proposed and subject to availability of venues			

## NGĀTI TOREHINA KI MATAKĀ

Date	Type	Start	Location *
17 February 2024	Information hui	10am	Conifer Grove School, Takaanini, Auckland
24 February 2024	Information hui	10am	Kerikeri [venue TBC]
30 March 2024	Mandate endorsement hui	10am	Wharengaere, Beachfront Marquee
*Schedule is proposed and subject to availability of venues			

## 8. MANDATE HUI PRESENTATIONS

A presentation containing the following information will be provided at each Mandate Information hui:

- What is a mandate?
- Where the mandate fits into the overall Crown Treaty Settlement Process;
- Te Whakaaetanga Trust – the group who will be seeking your mandate; and
- The Mandate Process – how each hapū can have their say.

You can also find copies of the following documents here:

Te Whakaaetanga Trust Mandate Strategy  
Te Whakaaetanga Trust Deed  
Te Whakaaetanga Trust Mandate Hui Presentation

## 9. FOR MEMBERS OF NGĀTI KUTA

### Registrations

Members of Ngāti Kuta hapū can register for their hapū as follows:

- via the hapū website:  
<http://ngatikuta.maori.nz/>

### Voting

Ngāti Kuta will engage Elections NZ to conduct the vote. Voting will be open from 9 Mar to 11 May 2024. A final hapū hui will occur at Te Rāwhiti Marae on Saturday 11 May 2024. Voting will be available in person at any of the hui, or online. Further instructions on how to vote will be provided prior to the first hui on 16 March 2024.

### Eligibility to Vote

All registered members of Ngāti Kuta over the age of 18 will be invited to vote on the resolution. Unregistered members may be entitled to cast a special vote subject to whakapapa verification.

## 10. FOR MEMBERS OF PATUKEHA

### Registrations

Members of Patukeha hapū can register for their hapū as follows:

- via the hapū website:  
<https://kaingahoamarae.co.nz/> and Facebook page:  
<https://www.facebook.com/ngatikuta.patukeha/>
- Via your nominated whānau Registration Team Member Registration Admin Team

tagged for each whānau to support registration process;

- Via email to [Patukeha.Office@gmail.com](mailto:Patukeha.Office@gmail.com)

### **Voting**

Patukeha will engage Elections NZ to conduct the vote. Voting will be open from 3 February to 9 Mar 2024. A final hapū hui will occur at Te Rawhiti Marae on Saturday 9 March 2024. Voting will be available in person at any of the hui, or online. Further instructions on how to vote will be provided prior to the first hui on 3 February 2024.

### **Eligibility to Vote**

All registered members of Patukeha over the age of 18 will be invited to vote on the resolution. Unregistered members may be entitled to cast a special vote in person at one of the mandate information hui subject to whakapapa verification.

## **11. FOR MEMBERS OF NGĀTI MANU, TE URI O RAEWERA, TE URI KARAKA**

### **Registrations**

Members of Ngāti Manu, Te Uri o Raewera, Te Uri Karaka can register for their hapū as follows:

- In person at any of the above hui;
- via the Hapū website: <https://www.ngatimanu.com/>.

Tahuhu Nui o Ngāti Manu will facilitate the mandate process including recording registrations, keeping a record of the discussions, and providing a report.

### **Mā te whare e Kōrero**

Ngāti Manu will hold a series of information hui (in person and online) followed by a single hapū decision-making hui on 27 April 2024 at Kāretu Marae. At this hui Ngāti Manu, Te Uri o Raewera and Te Uri Karaka members will be asked to reach a consensus on the resolution.

### **Eligibility to Vote**

Any member of Ngāti Manu present in the whare, whether male, female, old or young is entitled to participate in the decision-making process.

## **12. FOR MEMBERS OF NGĀTI TOREHINA KI MATAKĀ**

### **Registrations**

Members of Ngāti Torehina ki Matakā hapū can register for their hapū as follows:

Either register online at:

<https://ngatitorehina.com/>

or in person at any of the hui.

Kahui Poutiaki o Ngāti Torehina ki Matakā (KPON) will facilitate the mandate process including recording registrations on the day, keeping a record of the discussions.

### **Hapū Endorsement Hui**

Ngāti Torehina ki Matakā will hold two information hui followed by a single Mandate Endorsement Hui on 30 March 2024 at Wharengare. At this hui Ngāti Torehina ki Matakā hapū members will be asked to vote by show of hands on the resolution. Voting will remain open until 4pm on the day of the hui. Throughout the voting window all attendees will be asked to cast a vote in favour or against the resolution. Every attendee's vote will be counted only once. (I.e., once cast, they cannot vote again).

### **Eligibility to Vote**

Any member of Ngāti Torehina ki Matakā hapū is entitled to participate in the vote. Before voting, all members of Ngāti Torehina ki Matakā will be required to:

- Have their whakapapa verified by KPON kaumātua; and
- Sign an attendance register on the day.

### *Appendix 13: Te Whakaaetanga Trust Mandating presentation*

# Ngati Kuta Hapu

MANDATE HUI

8 March – 12 May 2024

TE WHAKAAETANGA TRUST



**Te Whakaaetanga Trust** is  
seeking your **mandate** to enter  
into negotiations with the Crown on behalf  
of Ngā Hapū Te Whakaaetanga to  
achieve redress for your hapū as part of the  
Crown Treaty Settlement process

This presentation will set out more information about:

1. What a mandate is, and where mandating fits in the overall Crown Treaty Settlement process?
2. The group who will be seeking your authority to enter into negotiations?
3. The mandate process - How you can have your say?

# What is a mandate?

A 'mandate' is when a claimant group chooses representatives and gives them authority to enter into discussions and agreements with the Crown on their behalf to achieve a settlement of the claimant groups historical Te Tiriti o Waitangi Claims.

Te Whakaaetanga Trust is seeking a mandate to represent “**Ngā Hapū Te Whakaaetanga**” including all affiliated members, whānau, marae and Wai Claims of the hapū. The current hapū of Te Whakaaetanga are:

- Ngāti Kuta
- Patukeha
- Ngāti Manu, Te Uri o Raewera me Te Uri Karaka
- Ngāti Torehina ki Matakā

# Ngā Hapū Te Whakaaetanga the Claimant Group



## **Patukeha**

**Rangatira** – Te Wharerahi, Rewa Moka

**Wai Claims** – 1140, 1958, 2022



## **Ngāti Kuta**

**Rangatira** – Te Nāna, Huri, Whai Hakuene, Tītore me Te Kemara

**Wai Claims** – 1307, 1958



## **Ngāti Manu, Te Uri o Raewera me Te Uri Karaka**

**Rangatira** – Pōmare, Te Whareumu, Kiwikiwi, Tāwaewae

**Wai Claims** – 354, 1514, 1535, 49



## **Ngāti Torehina ki Matakā**

**Rangatira** – Wharepoaka, Wharemōkaikai, Te Uri ō Kanae

**Wai Claims** – 1508, 1757



## **Ngāti Kuta “member”**

Any individual who affiliates through whakapapa from Te Nāna, Te Kemara, Whai Hākuene, Huri, Rewharewha, Titore Kuranui, Rewiri Irikohe, Ire, Whakahoe and Paraoa



## **Patukeha “member”**

Any individual who affiliates through whakapapa from Te Wharerahi, Rewa and Moka Kaenga Maata



## **Ngāti Manu, Te Uri o Raewera me Te Uri Karaka “member”**

Any individual who affiliates through whakapapa from Ngāti Manu me Ngā Hapū Rīriki Te Uri o Raewera me Te Uri Karaka



## **Ngāti Torehina ki Matakā “member”**

Any individual who affiliates through whakapapa from Te Reinga irrespective of where that individual resides

# Ahikaatanga

Ngā Hapū Te Whakaataenga describes their Ahikaatanga areas as follows

## Ngāti Kuta me Patukeha

Kei Taupiri ki te tonga, anga ki Motūkōkako ki te marangai, a nga atū ki Tikitiki ki te hauraro , hoki atū ki Tāpeka, ki Kororāreka kei te hauāuru

## Ngāti Manu, Te Uri o Raewera me Te Uri Karaka

Te Awa Tapū o Taumārere, Te Moana o Pikopiko i Whiti, Te Moana o Ipipiri  
Hokianga, Taiamai, Kororareka, Opuā, Taumarere, Ruapekapeka, Whāngārei, Pouerua, Te Karetu, Puketona, Arakanihi

## Ngāti Torehina ki Matakā

Mai i Ngākiriparauri tae noa atu ki Waihāpuku (ki te tonga). Ki Tureikura, ko Tunapohepohe, ko Matapuratahi tae noa atu ki Hohi (Oihi) ko Rangihoua, te Pa Tapu o mātou Tupuna. Ki Te Puna, k a tae ki Poraenui, ki te kiokionga o te w henua. Ki Pirinoa, ko Kaihiki, ki Wharengaere, te kainga o mātou Tup una. Ki Patunui, ki Tangitu, ki Oneroa, ki Kaira, ko te Korotangi, ko te Kowhai i reira ka whakawhiti atu ki Ngakiriparauri i ei ko Ngati Torehina ki Matakā.



# Where mandating fits in the Crown Treaty Settlement process



## PRE NEGOTIATION

Hapū grouping  
formation  
Nominating  
Representatives  
Seeking a Mandate



## NEGOTIATIONS

Funding, Terms and  
Negotiation  
Parameters



## RATIFICATION

Agreement In  
Principle (AIP) and  
Deed of Settlement  
(DoS)



## IMPLEMENTATION

Governance Entity  
Reviewed & Accepted  
Implementation  
Legislation

WE ARE HERE!

# Crown Treaty Settlement Policy

**The Crown negotiates Treaty settlements with Hapū Groupings (formerly called "Large Natural Groupings")**

Ngā Hapū Te Whakaaetanga has met this criteria

**The Crown negotiates comprehensive Treaty settlements**

This means all hapū, whānau and Wai Claims who come within the Claimant Group definition are included in the mandate sought from Ngā Hapū Te Whakaaetanga.

**To be recognised as a mandated body Te Whakaaetanga Trust needs to:**

- Provide a claimant definition including all hapū, whānau, Wai claims and area of interest;
- be appropriately accountable to the hapū grouping; and
- Carry out an open and transparent process to seek a mandate

# Who is Te Whakaaetanga?

*Ko te hononga tai,*

*Ko te hononga Hapū.*

*The binding tide is also that which binds Ngā Hapū Te Whakaaetanga*

*(nā Arapeta Hamilton)*

After the failed Tūhoronuku mandate attempt, Ngā Hapū o Te Takutai Moana was formed to seek a mandate. By **2014**, Ngāti Manu, Ngāti Kuta and Patukeha had withdrawn their support due to differing views about hapū rangatiratanga.

In **2016**, Ngāti Kuta, Patukeha, Ngāti Manu and like-minded hapū worked together and held several hapū at Te Rāwhiti and Waitangi with others including Ngāti Rāhiri, Ngāti Kawa and Te Kapotai claimants and kaumatua where **He Kawenata** was formed.

Te Whakaaetanga Alliance was formalised in **2018** by a Memorandum of Understanding signed at Karetū by kaumātua Moka Kaenga Maata Puru, Mārara Te Tai Hook, Shirley Hakaraia, Tauhia Te Tai and Arapeta Hamilton.

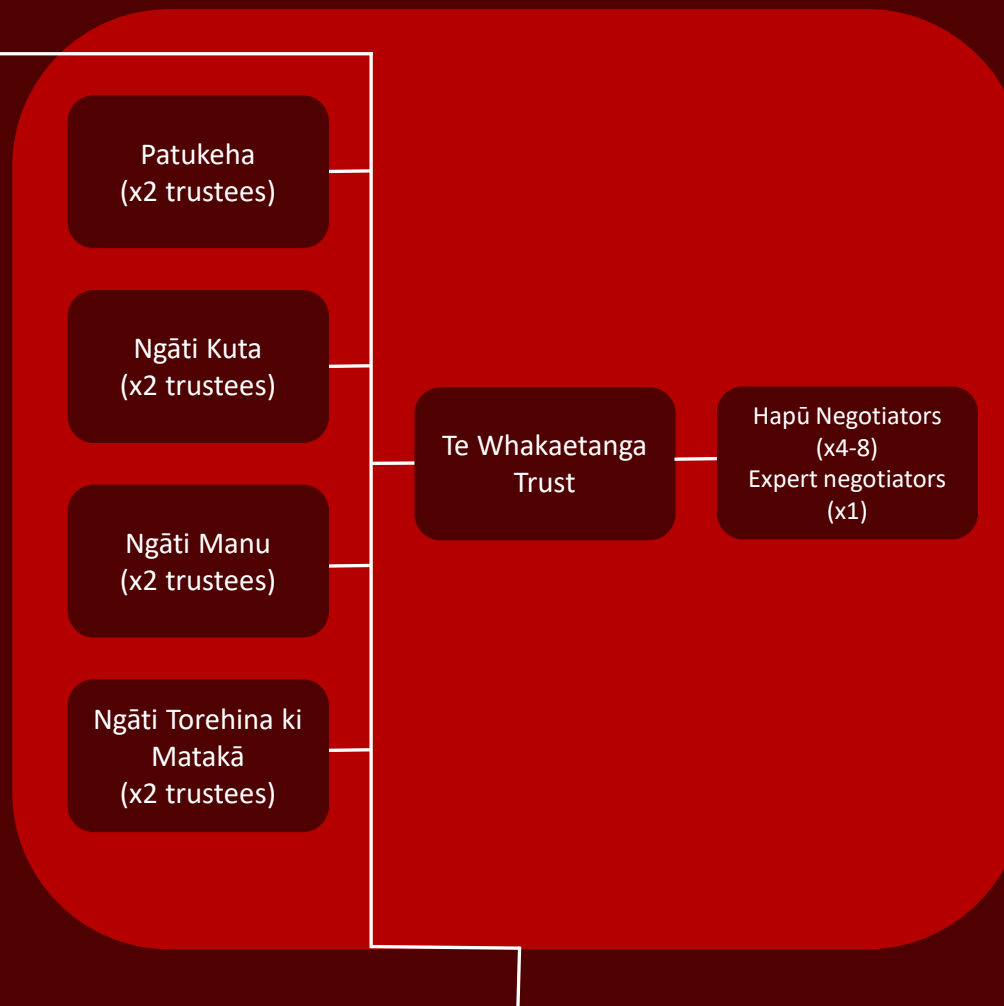
Ngāti Torehina joined in **2019** and additional signatories included Joyce Baker, Hurihanga Rīhari, Hugh Te Kiri Rīhari and Herb Rīhari.

In **2020** the Crown recognsied Te Whakaaetanga Alliance as a Hapū Grouping and agreed that Te Whakaaetanga could seek a mandate.

# Te Whakaaetanga Trust

A charitable trust was created to formalise the relationship between Ngā Hapū Te Whakaaetanga and to ensure appropriate systems of accountability are in place.

Te Whakaaetanga Trust is **not intended to be a PSGE** but will be mandated to oversee the negotiations process on behalf of the hapū.



## Guiding Principles

Kōtahitanga  
Whanaungatanga

Hapū Mana

Motuhake

Hapū Motuhake

Whakatau Tika

# Te Whakaaetanga Trustees

Ngāti Kuta	Patukeha	Ngāti Manu, Te Uri Raewera, Te Uri Karaka	Ngāti Torehina ki Matakā
Natasha Clarke-Nathan Dean Clendon	Shirley Hakaraia Jamie Hakaraia	Scotty Smith Kelly Batistich	Herbert Rihari Gideon Rihari

There will be 2 trustees appointed from each hapū for a term of 3 years.

Trustees must act in accordance with the Te Whakaaetanga Trust Deed.

The Trustees will be responsible for the day to day business of the Trust including liaising with Te Arawhiti through the Crown Treaty Settlement Process. The Trustees will report to the Claimant group and will refer all major decisions back to the hapū.

Trustees are appointed and removed by their hapū in accordance with the Trust Deed and their own tikanga.

Trustees will hold an AGM each calendar year.



## Joining Te Whakaaetanga

Hapū seeking to join Te Whakaaetanga must:

- Be ready to proceed to negotiations
- Have the endorsement of their hapū to join
- Nominate two representatives to become Trustees
- Agree to be bound by the terms of the Te Whakaaetanga Trust Deed

It is ultimately a decision for Ngā Hapū Te Whakaaetanga as to whether or not a new hapū joins.

## Withdrawing from Te Whakaaetanga

Any hapū seeking to withdraw from Te Whakaaetanga must first engage in the Te Whakaaetanga Trust withdrawal process. This broadly involves:

- hui/wānanga with Ngā Hapū Te Whakaaetanga to see if issues can be resolved;
- A final decision of the withdrawing hapū in accordance with their tikanga;
- Notifying the Trust of this decision and calling an SGM in which the Trust can accept their decision.

## Slide 12

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**CP0**

The withdrawal slide is missing?

Coral Panoho-Navaja, 2023-11-26T21:58:05.282

# The Mandate Process – How can you have your say?

In accordance with the guiding principles of Te Whakaaetanga, the Trust will be facilitating a hapū-driven process for seeking your mandate. That means Ngāti Manu, Patukeha, Ngāti Kuta, and Ngāti Torehina ki Matakā have determined their own process, in accordance with their tikanga, for seeking the approval of their hapū members on the following resolution:

*The acceding hapū\* of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as “Ngā Hapū Te Whakaaetanga”) mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed.*

*\*As at the date of this Mandate Strategy, the acceding hapū are Ngāti Torehina ki Matakā, Ngāti Manu, Ngāti Kuta and Te Patukeha.*

# Ngāti Kuta Mandate Process

All members of Ngāti Kuta will be invited to attend the following information and mandate hui

Date	Time	Venue
Sat 9 March 2024	1pm	Te Rāwhiti Marae, Rawhiti
Sat 30 March 2024	10am	Kensington Stadium, Board Room 1, Whangarei
Sat 6 April 2024	10am (NZ Time)	Online
Sat 13 April 2024	10am	Te Mahurehure Marae 65/73 Premier Ave Point Chevalier, Auckland
Sat 27 April 2024	3pm (NZ Time)	Online
Sat 11 May 2024	10am	Te Rāwhiti Marae, Rawhiti

- All members of Ngāti Kuta aged 18+ will be able to vote on the resolution
- Voting will open from 9 March 2024 and will end on 12 May 2024
- Votes can be cast:
  - Online
  - In person at the information and mandate hui

# Patukeha Mandate Process

All members of Patukeha will be invited to attend the following information and mandate hui

Date	Time	Venue
Sunday 11 February 2024	10am	Te Rāwhiti Marae
Saturday 17 February 2024	10am	Online
Saturday 24 February 2024	10am	Te Kura Kaupapa Māori ā Rohe o Māngere (School Hall) 7 Comet Cres, Māngere
Saturday 2 March 2024	10am	Online
Saturday 9 March 2024	10am	Te Rāwhiti Marae

- All members of Patukeha aged 18+ will be able to vote on the resolution
- Voting will open from 11 February 2024 and will end on 9 March 2024
- Votes can be cast:
  - Online
  - **In person** using a ballot box at the information and mandate hui
  - In person special vote for those unregistered members [includes an application for whakapapa verification]



# Ngāti Manu Mandate Process

All members of Ngāti Manu, Te Uri o Raewera me Te Uri Karaka will be invited to attend the following information and mandate hui

Date	Time	Venue
Information hui		
Saturday 17 February 2024 (Te Rā o Pomare)	10am	Karetu Marae
Sunday 3 March 2024	6pm	Online
Saturday 16 March 2024	10am and 2pm	The Cause Collective 15 Earl Richardson Drive Manukau Auckland
Wednesday 27 March 2024	6pm	Online
Saturday 14 April 2024	12pm	Karetu Marae
Saturday 14 April 2024	6pm	Online
Decision Making Hui (“Ma te whare e kōrero”)		
Saturday 27 April 2024	10am	Karetu Marae

- Te Tāhūhū Nui o Ngāti Manu will facilitate the process of holding hui in accordance with tikanga - “Ma te whare” where Ngāti Manu hapū decision-making is by consensus within our whare tupuna.
- All members of Ngāti Manu, Te Uri o Raewera me Te Uri Karaka will be invited to attend a series of information hui where they will be invited to register as a member of the hapū.
- A final decision-making hui will be held on **Saturday 27 April 2024**. All members present in the whare on the day will be invited to discuss and participate in reaching a decision of the hapū when the resolution is put to the floor.

# Ngāti Torehina ki Matakā Mandate Process

All members of Ngāti Torehina ki Matakā will be invited to attend the following information and mandate hui

Date	Time	Venue
Information hui		
Saturday, 17 February 2024	10am	Conifer Grove School, Evander Cres, Takaanini, Auckland
Saturday, 24 February 2024	10am	St James Hall, 209 Kerikeri Road Kerikeri
Decision Making Hui		
Sunday, 31 March 2024	10am	Wharengaere, Beachfront Marquee

- All members of Ngāti Torehina ki Matakā will be invited to attend a two information hui (1x Auckland, 1x Kerikeri) to be followed by a final decision-making hui
- A final decision-making hui will be held on **Sunday 31 March 2024**.
- All members present will be required to sign an attendance register and have their whakapapa verified by Kāhui Poutiaki o Ngāti Torehina ki Matakā kaumatua
- The gathering will assemble and all verified members in attendance will have an opportunity to vote until 4pm.

## Next steps

At the conclusion of each hapū mandate process the hapū trustees will deliver their hapū outcome to the Te Whakaaetanga Trust.

If there is sufficient support for the mandate from Ngā Hapū Te Whakaaetanga – Te Whakaaetanga Trust will proceed to prepare draft Deed of Mandate. You will be given an opportunity to make submissions on the draft Deed of Mandate before it is presented to the Crown for final endorsement.

# He pātai?

## Frequently Asked Questions

1. Are Te Whakaaetanga Trustees also the negotiators?
  - a. That is up to the hapū, the current mandate strategy provides that hapū will appoint up to 2 negotiators, who can also be a Trustee.
2. Do Trustees get paid?
  - a. Trustees are not paid for performing their role.
3. What funding does Te Arawhiti provide to Te Whakaaetanga Trust?
  - a. Te Arawhiti offers a sum of pre-mandate funding to assist Te Whakaaetanga Trust to meet all of the milestones required by Te Arawhiti. Te Arawhiti will provide further funding to assist with the negotiations phase.
4. Is the upfront funding deducted from settlement funds?
  - a. No, funding for participating in the Crown Treaty Settlement Process is separately provided.
5. Are negotiators paid?
  - a. Generally, yes. Te Whakaaetanga Trust will decide how much negotiators are paid when assessing their funding needs.

*Appendix 14: Advertisement inviting submissions on Te Whakaaetanga Trust draft Deed of Mandate*



# Notification of draft Deed of Mandate for Te Whakaaetanga Trust Treaty of Waitangi Settlement Negotiations

The Office for Māori Crown Relations - Te Arawhiti invites submissions, views or inquiries concerning the draft deed of mandate submitted by Te Whakaaetanga Trust to seek a mandate to negotiate the settlement of the historical Treaty claims of Ngā Hapū Te Whakaaetanga. Submissions can be emailed to [submissions@tearawhiti.govt.nz](mailto:submissions@tearawhiti.govt.nz), or can be mailed to: Negotiation and Settlement Manager – Ngāpuhi, Te Kāhui Whakatau – Treaty Settlements, Office for Māori Crown Relations – Te Arawhiti, SX 10111, Wellington.

Te Whakaaetanga Trust currently represents Ngā Hapū Te Whakaaetanga (Ngāti Manu (and their associated hapū Te Uri Raewera and Te Uri Karaka), Patukeha, Ngāti Kuta, and Ngāti Torehina ki Matakā). The Te Whakaaetanga Trust draft Deed of Mandate sets out the claimant definition, outlines the representative structure, and the process Te Whakaaetanga Trust have undertaken to seek a mandate from Ngā Hapū Te Whakaaetanga.

Te Whakaaetanga Trust held 22 publicly notified mandate voting and information hui from 11 February to 11 May 2024. The hui took place throughout the Bay of Islands, Auckland, and online, with each hapū conducting a mandate vote in accordance with their tikanga on the following resolution:

The acceding hapū of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as “Ngā Hapū Te Whakaaetanga”) mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled deed of settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed.

The voting results were as follows:

- Ngāti Manu – 100% of voters in support;
- Patukeha – 95.43% of voters in support;
- Ngāti Kuta – 96.44% of voters in support; and
- Ngāti Torehina ki Matakā – 100% of voters in support.

## TE WHAKAAETANGA TRUST CLAIMANT COMMUNITY

Te Whakaaetanga Trust is seeking to represent all persons who affiliate to one or more of the following hapū and their whānau: Ngāti Manu (and their associated hapū Te Uri Karaka and Te Uri o Raewera); Patukeha; Ngāti Kuta; and Ngāti Torehina ki Matakā. Individual membership of each hapū is determined in accordance with the tikanga of the relevant hapū:

- **Member of Ngāti Manu** (and their associated hapū – Te Uri Karaka and Te Uri o Raewera) means any individual who affiliates through whakapapa or descent from Ngāti Manu me Ngā Hapū Rīriki Te Uri o Raewera me Te Uri Karaka;
- **Member of Patukeha**, means any individual who affiliates through whakapapa or descent from Te Wharerahi, Rewa and Moka Kaenga Maata;
- **Member of Ngāti Kuta**, means any individual who affiliates through whakapapa or descent from Te Nāna, Te Kemara, Whai Hakuene, Huri, Rewharewha, Titore Kuranui, Rewiri Irikohe, Ire, Whakahoe and Paraoa; and
- **Member of Ngāti Torehina ki Matakā** means any individual who affiliates through whakapapa or descent from Te Reinga.

## NGĀ HAPŪ TE WHAKAAETANGA MARAE

Ngā Hapū Te Whakaaetanga Marae includes: Te Karetū; Te Rāwhiti; Kaingahoa; and Haratū.

## NGĀ HAPŪ TE WHAKAAETANGA WAI CLAIMS

The claims to be negotiated by Te Whakaaetanga are all claims, whether registered or unregistered, that arise from Crown actions and omissions that occurred prior to 21 September 1992 including, but not limited to: 1307, 1958, 1140, 2022, 1958, 354, 1514, 1535, 49, 1508, and 1757. Other claims which may be included are: 120, 1214, 1440, 1484, 1841, 2027, 2244, and 2156.

Submissions must reach Te Arawhiti no later than 5:00pm, 27 October 2024. All correspondence received will be subject to the Official



Information Act 1982 and shared with the Te Whakaaetanga Trust. For further information, including a copy of the draft Deed of Mandate, please visit <https://www.tearawhiti.govt.nz/te-kahui-whakatau-treaty-settlements/find-a-treaty-settlement/nga-hapu/te-whakaaetanga/> or email [submissions@tearawhiti.govt.nz](mailto:submissions@tearawhiti.govt.nz).