

TE WHAKAAETANGA TRUST

and

THE CROWN

TERMS OF NEGOTIATION

Te Whakaaetanga Trust (Te Whakaaetanga) and the Crown Expectations for Treaty Settlement Negotiations

Purpose of this document

1. This document:
 - 1.1. records the expectations of the Crown and Te Whakaaetanga (**the parties**) for negotiating the settlement of the historical Treaty of Waitangi claims of Ngāti Torehina ki Matakā, Ngāti Kuta, Patukeha, and Ngāti Manu and associated hapū Te Uri o Raewera and Te Uri Karaka (Ngā Hapū Te Whakaaetanga); and
 - 1.2. is not legally binding and does not create a legal relationship.

Guiding Principles and Tikanga

2. The Te Whakaaetanga Deed of Mandate references a number of common guiding principles amongst Ngā Hapū Te Whakaaetanga which Te Whakaaetanga continues to adhere to. The Terms of Negotiation set out further principles to guide the conduct, process, and substance of negotiations between the parties.
3. The foundation of the parties' guiding principles lies in Te Tiriti o Waitangi: the tino rangatiratanga of the hapū, and the kāwanatanga of the Crown.
4. The guiding principles have been developed to reflect the voice and values of each of Ngā Hapū Te Whakaaetanga, as indicated below.
5. Te Whakaaetanga asserts that Ngā Hapū Te Whakaaetanga never ceded their authority, tino rangatiratanga or self-determining power to the Crown and will strive to ensure that the rangatiratanga of Te Whakaaetanga hapū is upheld in all engagements and that the spirit of Te Tiriti o Waitangi remains a binding pillar for all.

Ngāti Torehina Ki Matakā

- 5.1. Whakatauritetanga/Fairness
That resourcing is provided to assist capability and eliminate undue stress on the parties.
- 5.2. Manaakitanga/Respect
That every effort is made to practice diplomacy and manners remembering that we are all human beings of mana and aroha.
- 5.3. Ahikātanga/Duly Held Authority
The Crown acknowledges the principle of Te Whakaaetanga that the authority of hapū is secured and held through Ahikātanga, which shall be the test for those seeking to challenge that authority. The parties note that how Ahikātanga will apply during Treaty negotiations is an ongoing discussion between Te Whakaaetanga and the Crown.
- 5.4. Hapūtanga/Authenticity
Recognition of the distinguishing characteristics of each hapū (such as territories, whakapapa, pepeha, protocols) which guide their respective decisions and approaches, often resulting in different outcomes which therefore require additional time to work through.

- 5.5. **Tino Rangatiratanga**
The parties will respect each other's autonomy.
- 5.6. **Whakapono**
The negotiations will be conducted in good faith and in the spirit of cooperation and trust.

Ngāti Manu

- 5.7. **Mana**
The parties agree that all negotiations will be conducted in a manner that upholds and restores the mana of Ngā Hapū Te Whakaaetanga, its people, whenua, taiao, tāonga and the Crown, ensuring that the rangatiratanga of the Ngā Hapū Te Whakaaetanga is respected and that the Crown fully honours its obligations under Te Tiriti o Waitangi.
- 5.8. **Whakapapa**
The Crown acknowledges the principle of Te Whakaaetanga that whakapapa is the foundation of identity and connection to each other and their natural environment, and that all decisions shall safeguard ancestral connections and provide for the wellbeing of present and future generations.
- 5.9. **Whanaungatanga**
The parties agree to conduct negotiations in good faith, with trust, reciprocity, and collective responsibility, and to address disputes in an open and transparent manner that upholds the mana of each party.
- 5.10. **Whenua**
The Crown acknowledges the principle of Te Whakaaetanga that whenua connects people to their tūrangawaewae and is the foundation of wellbeing, and that any decisions relating to land restores connection and relationship to whakapapa, tūpuna and the taiao.
- 5.11. **Awa**
The Crown acknowledges the principle of Te Whakaaetanga that rivers and tributaries are an important taonga with inherent mana and that negotiations will respect this perspective and that any decision will uphold kaitiakitanga, cultural relationships, and environmental protection.
- 5.12. **Moana**
The Crown acknowledges the principle of Te Whakaaetanga that the moana (and its ecosphere) is a taonga and sustainer of life, and that Te Whakaaetanga expects any settlement to safeguard its integrity and enable ongoing kaitiakitanga and recognition of Ngā Hapū Te Whakaaetanga mana in relationship with the moana.
- 5.13. **Accountability and Implementation**
The parties agree that these principles shall guide all stages of negotiation, drafting, and settlement implementation. Te Whakaaetanga expects settlement proposals will demonstrate these principles have been applied, and retains the right to seek amendments to any Crown offer where it considers these principles are not adequately reflected.

Ngāti Kuta

5.14. Tika

Exercising integrity through honesty, transparency and applying earnest practice to keep progressing and protecting each other, the negotiations, including the avoidance of surprises.

5.15. Pono

Being genuine and exercising strong morals to realise a settlement that justifies the nature of the grievances and the redress; and having a strong willingness to overcome challenges and restrictions to achieve an enduring outcome for all parties.

5.16. Aroha

Exercising empathy, patience and respect, having compassion toward each other and having a desire for justice and repatriation to achieve an enduring settlement.

6. In addition to the guiding principles set out above and in Te Whakaaetanga Deed of Mandate, the following tikanga shall guide Te Whakaaetanga including negotiators in the interpretation and application of the guiding principles in clause 3 above:

6.1. Aroha/Kindness and Empathy

Recognising that we each have a whakapapa and a legacy to uphold and in dealing with each other we must be mindful of protecting these taonga in each other.

6.2. Houruatanga/Partnership

Striving towards achieving joint and respective success (not political).

6.3. Pono/Trustworthy

Being straight up and true to your word.

Being genuine and upstanding in your intent.

6.4. Kōrero Rangatira/Kupu Mana

Good faith and integrity.

6.5. Tupunatanga/Whakapapatanga/Taonga Tuku Iho

The genealogical authenticity of each Te Whakaaetanga trustee to operate within a traditional framework, conceptualised by our ancestors and to protect all things precious to us moving forward.

7. Te Whakaaetanga also confirm the tribal territories of Ngā Hapū Te Whakaaetanga as shown in the maps at Appendix 1.

Objective of the Negotiations

8. The parties' objective of the negotiations is to negotiate in good faith a settlement of the historical claims of Ngā Hapū Te Whakaaetanga that:

8.1. is comprehensive, final, durable, and fair in the circumstances;

8.2. recognises the nature, extent and injustice of breaches of the Crown's obligations to Ngā Hapū Te Whakaaetanga under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles and, where appropriate, acknowledges the effect of these breaches on the environmental, economic, social, cultural, and political well-being of Ngā Hapū Te Whakaaetanga;

- 8.3. provides a platform for Ngā Hapū Te Whakaaetanga to develop their economic base. In addition, the Crown acknowledges that Ngā Hapū Te Whakaaetanga may view the settlement as a means of enhancing their environmental, social, cultural, and political development;
- 8.4. reconciles and enhances the ongoing relationship between the Crown and Ngā Hapū Te Whakaaetanga (both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise);
- 8.5. restores the honour of the Crown; and
- 8.6. demonstrates and records that both the Crown and Te Whakaaetanga have acted honourably and reasonably in negotiating the settlement.

Actions Enabled by Final Settlement of All Claims

9. The final settlement of all the historical claims of Ngā Hapū Te Whakaaetanga will enable the:
 - 9.1. release and discharge of all of the Crown's obligations and liabilities in respect of those claims;
 - 9.2. discontinuance of the Land Information New Zealand landbank arrangement for the protection of potential settlement properties for the benefit of Ngā Hapū Te Whakaaetanga;
 - 9.3. removal, for the benefit of Ngā Hapū Te Whakaaetanga, of:
 - 9.3.1. statutory protection for claims against the Crown;
 - 9.3.2. any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989, and the Education Act 1989;
 - 9.3.3. removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the historical claims of Ngā Hapū Te Whakaaetanga, the deed of settlement, the redress provided, or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any deed of settlement or any settlement legislation); and
 - 9.3.4. discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to the historical claims of Ngā Hapū Te Whakaaetanga.

Matters Unaffected by Settlement

10. The settlement will not:
 - 10.1. diminish or in any way affect any rights that Ngā Hapū Te Whakaaetanga have arising from Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, except to the extent that claims arising from those rights are settled;
 - 10.2. extinguish or limit any aboriginal or customary rights that Ngā Hapū Te Whakaaetanga may have; or

- 10.3. have the effect of granting, creating, or providing evidence of any rights or interests under the Marine and Coastal Area (Takutai Moana) Act 2011, nor does it affect the ability of the iwi or hapū to make applications for recognition of protected customary rights or for customary marine title under the same Act, or pursue any other remedies available to them.
11. In addition, the settlement is not intended to affect any decision, proposal, or report of Te Ohu Kaimoana either under the Māori Fisheries Act 2004 or in respect of the “fisheries” Deed dated 23 September 1992.

Definitions

12. The Deed of Mandate for Te Whakaaetanga sets out:
 - 12.1. that Te Whakaaetanga is the representative body mandated by Ngā Hapū Te Whakaaetanga; and
 - 12.2. who Ngā Hapū Te Whakaaetanga is and the scope of their historical Treaty of Waitangi claims.
13. The definition of Ngā Hapū Te Whakaaetanga and Ngā Hapū Te Whakaaetanga historical claims may be further developed, by mutual agreement, by the Crown and Te Whakaaetanga during the negotiations for inclusion in the deed of settlement.
14. The Public Finance Act 1989 contains a definition of the Crown.

Mandate to Negotiate

15. Ngā Hapū Te Whakaaetanga have conferred a mandate, which the Crown has recognised, on Te Whakaaetanga to represent them in negotiations with the Crown for the comprehensive settlement of their historical Treaty of Waitangi Claims. Te Whakaaetanga Trust will appoint negotiators in accordance with the Te Whakaaetanga Trust Deed who together will comprise the Negotiations Team.

Subject matter for negotiations

16. The parties will together agree upon matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon.
17. The negotiations will include the following categories of redress:
 - 17.1. the Crown’s apology and acknowledgments;
 - 17.2. cultural redress; and
 - 17.3. financial and commercial redress.
18. How the subject matters in clauses 16 and 17 above are to be negotiated is to be discussed and agreed before the Crown makes a Crown offer(s).
19. The parties acknowledge that the *He Whakaputanga me te Tiriti The Declaration and the Treaty The Report on Stage 1 of the Te Paparahi o Te Raki Inquiry* (Wai 1040) (2014) and *Tino Rangatiratanga me te Kāwanatanga The Report on Stage 2 of the Te Paparahi o Te Raki Inquiry Part 1* (Wai 1040) (2022) reports of the Waitangi Tribunal and subsequent

reports of the Waitangi Tribunal on its Te Paparaki o Te Raki inquiry may contain discussion of issues that may be relevant to the subject matters to be negotiated.

Other Matters

20. This document, and any negotiations held, do not bind the parties to reach a settlement. All agreements reached during negotiation are not binding on either party until and unless expressly provided for in the signed deed of settlement and settlement legislation.
21. Crown guidance on the process for negotiations is set out in *Healing the Past, Building a Future: A Guide to Treaty of Waitangi Claims and Negotiations with the Crown*.

Matters for Agreement by Crown and Te Whakaaetanga Trust (Te Whakaaetanga)

1. The Crown and Te Whakaaetanga (**the parties**) agree:
 - 1.1. negotiations will be on a "without prejudice" basis and will be conducted in good faith and a spirit of open communication;
 - 1.2. negotiations will be conducted privately and in confidence between parties unless the parties agree otherwise;
 - 1.3. any agreement reached in the course of negotiations will remain confidential to the parties unless they agree otherwise;
 - 1.4. to make media statements only when mutually agreed;
 - 1.5. the Crown may be required by law to release information about the negotiations (for example, under the Official Information Act 1982);
 - 1.6. they may agree to extend their confidential negotiations to include other interested groups:
 - 1.6.1. the extended negotiations can apply to some or all of the issues in the negotiation;
 - 1.6.2. other interested groups included in the extended negotiations will be expected to agree to the same obligations of confidence to join the negotiations;
 - 1.6.3. for example, the Crown and Te Whakaaetanga may agree to include one or more neighbouring groups in negotiations to jointly address common redress sought by the groups and the overlapping interests of the neighbouring groups;
 - 1.7. to ensure regular and appropriate internal communication procedures through the negotiations;
 - 1.8. Te Whakaaetanga will provide the Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau (**Te Tari Whakatau**) with reports on the state of its mandate every three months and Te Tari Whakatau will advise Te Whakaaetanga of any correspondence it receives about the mandate of Te Whakaaetanga;
 - 1.9. during negotiations Te Whakaaetanga will not pursue any legal proceedings relating to the subject matter of negotiations; and
 - 1.10. If Te Whakaaetanga initiates legal proceedings, the Crown will consider its position and may withdraw from negotiations while any proceedings are on foot. If any registered claimants initiate legal proceedings, the Crown will consider its position and engage with Te Whakaaetanga in good faith about the potential implications of any such proceedings on the negotiations process including whether or not the Crown will withdraw from negotiations. Both parties may consider their position and may withdraw from negotiations.

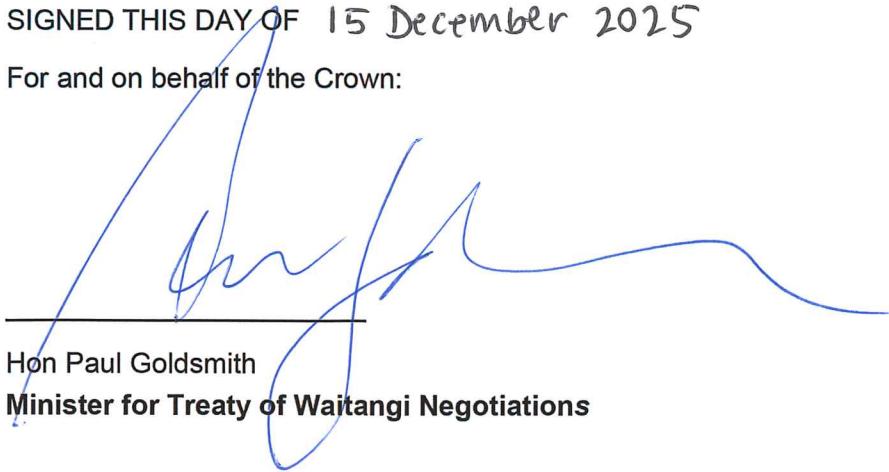
Overlapping Interests

2. The overlapping interests of all groups, either settled or unsettled, must be addressed to the satisfaction of both parties before a deed of settlement is finalised. A list of groups that may have overlaps is provided at Appendix 2.

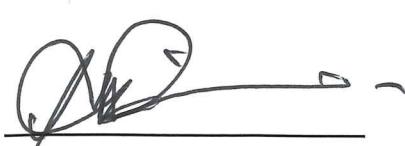
3. Redress negotiated as part of the deed of settlement may need to reflect the significance of an area or feature to overlapped groups. Non-exclusive redress instruments may be used.
4. The Crown will support Te Whakaaetanga to engage with neighbouring groups from the outset of negotiations to agree how any interests in overlapped areas should be provided for.
5. The Crown will assist Te Whakaaetanga by providing information on proposed redress items to groups with overlapped interests and facilitating discussions to resolve issues.
6. The Crown's preference is that groups decide between them how best to deal with overlapped interests. If this is not possible, a Ministerial decision may be necessary.
7. Where the Crown is engaged in negotiations with claimant groups whose rohe overlap, the Crown will regularly update each mandated body on the progress of each negotiation (but will preserve any necessary confidentiality of information in those negotiations).
8. Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets or redress in which Te Whakaaetanga has also expressed an interest, the Crown, before finally offering the particular redress item or asset for inclusion in a settlement, will:
 - 8.1. notify Te Whakaaetanga of the shared interest; and
 - 8.2. facilitate a discussion between the relevant mandated representatives in order to attempt to resolve, at an early stage, any potential conflicts between claimant groups about the potential redress.

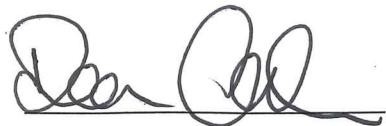
SIGNED THIS DAY OF 15 December 2025

For and on behalf of the Crown:


Hon Paul Goldsmith
Minister for Treaty of Waitangi Negotiations

For and on behalf of Te Whakaaetanga:


Herb Rihari
Chair, Te Whakaaetanga



Dean Clendon
Te Whakaaetanga trustee



Natasha Clarke-Nathan
Te Whakaaetanga trustee



Shirley Hakaraia
Te Whakaaetanga trustee



Jamie Hakaraia
Te Whakaaetanga trustee



Kelly Wedekind
Te Whakaaetanga trustee



Gideon Rihari
Te Whakaaetanga trustee



Scott Smith
Te Whakaaetanga trustee

Appendix 1: Maps of Ngā Hapū Te Whakaaetanga

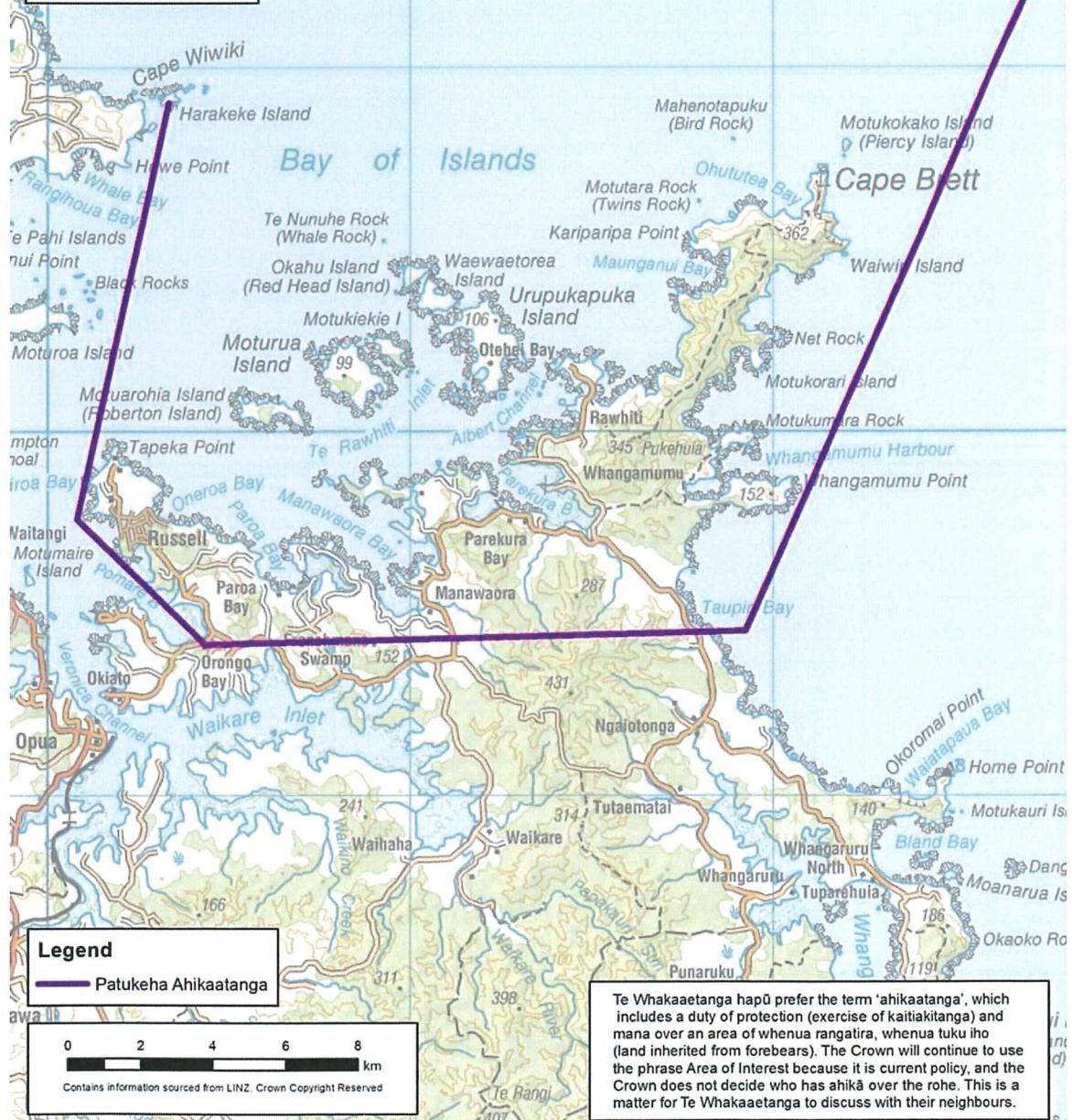


Patukeha Ahikaatanga

Draft as at 07 May 2024

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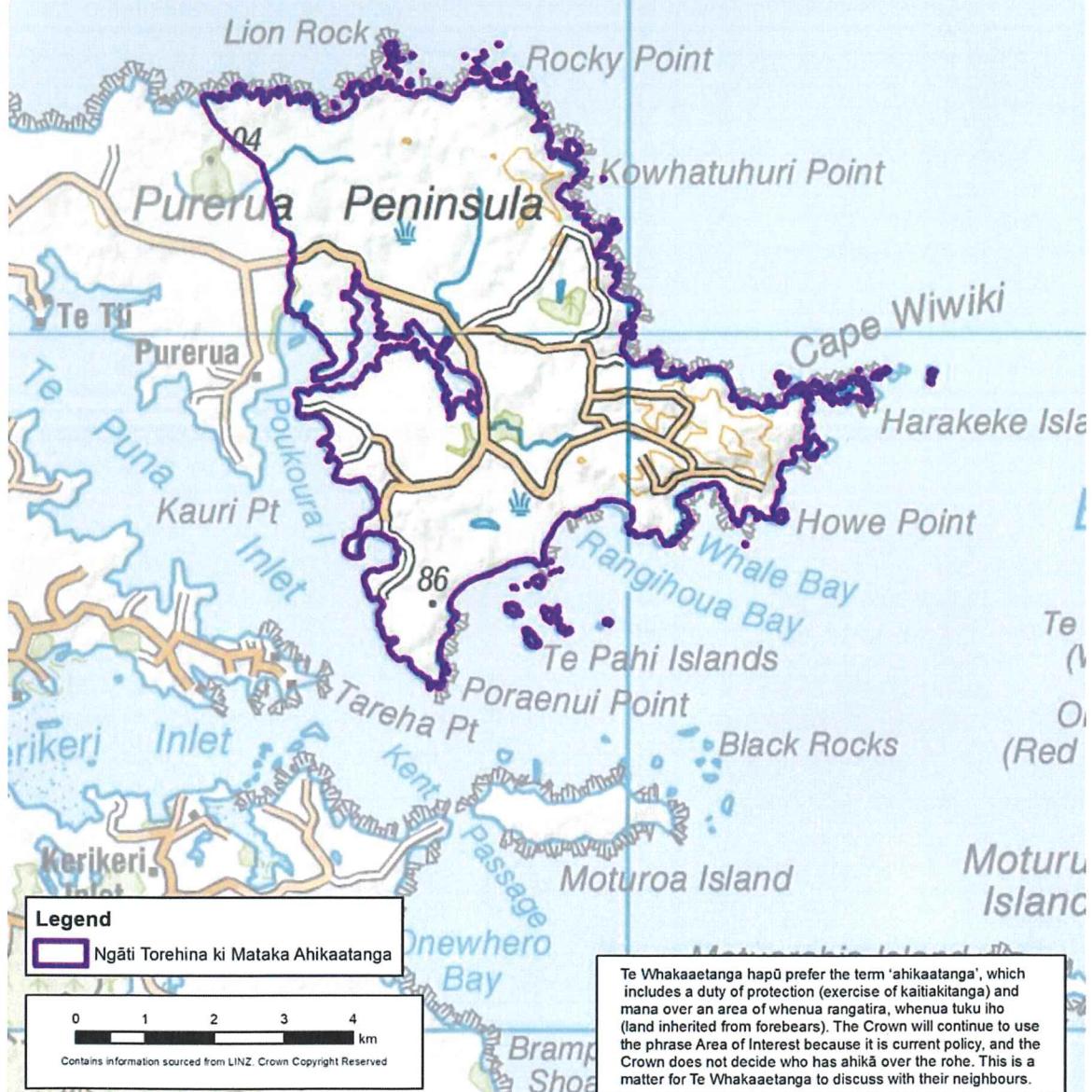
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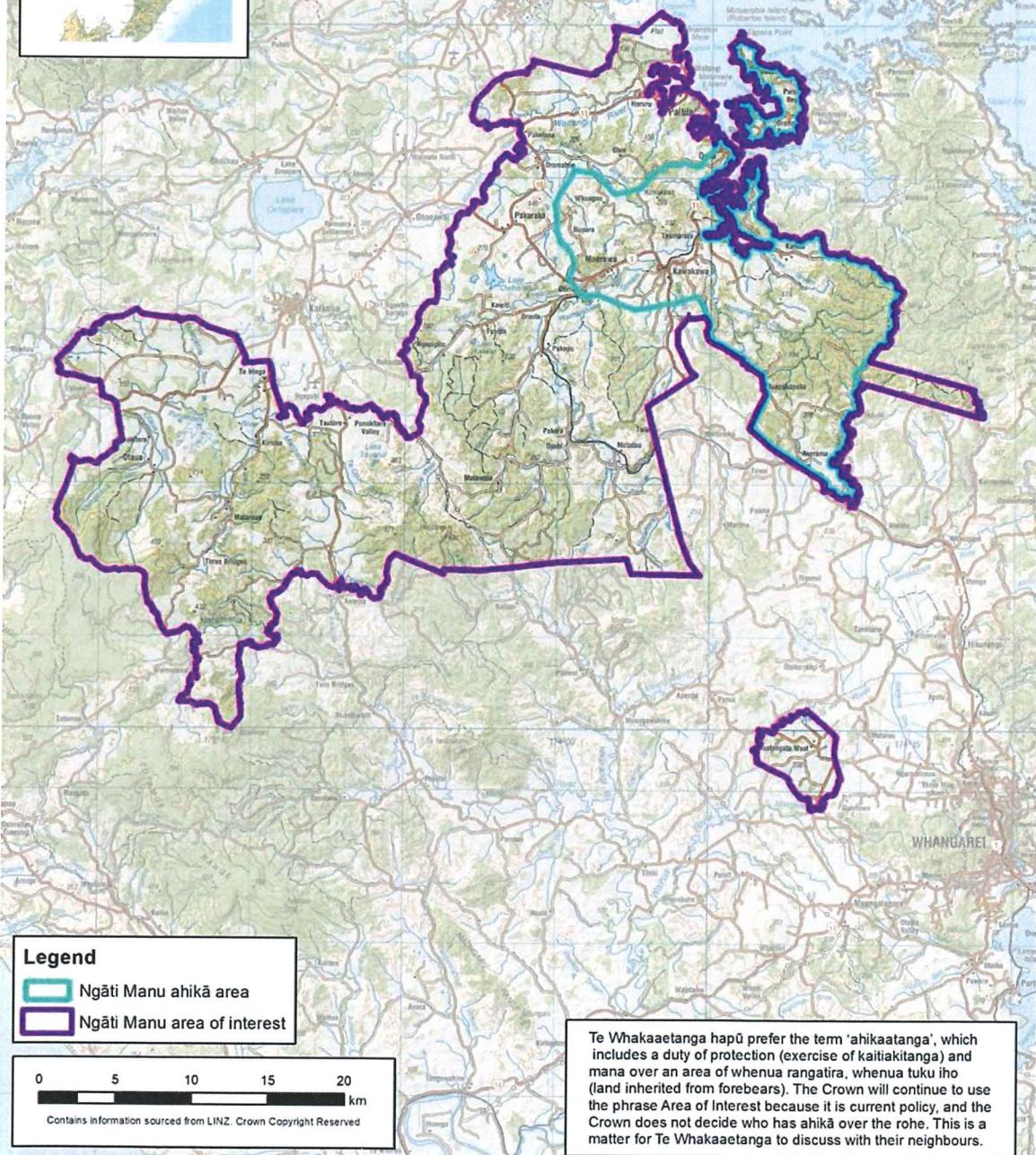
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Ngāti Manu Ahikaatanga

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Legend

- Ngāti Manu ahikā area
- Ngāti Manu area of interest

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Te Whakaaetanga hapū prefer the term 'ahikaatanga', which includes a duty of protection (exercise of kaitiakitanga) and mana over an area of whenua rangatira, whenua tūhoe (land inherited from forebears). The Crown will continue to use the phrase Area of Interest because it is current policy, and the Crown does not decide who has ahika over the rohe. This is a matter for Te Whakaaetanga to discuss with their neighbours.

Appendix 2:

Hapū and iwi who may have overlapping interests with Ngā Hapū Te Whakaaetanga

Hapū and iwi who may have overlapping interests include:

1. Ngare Raumati
2. Ngāti Hau
3. Ngāti Kawa
4. Ngāti Hine
5. Ngāti Pare
6. Ngāti Rēhia
7. Ngāti Rāhiri
8. Ngātiwai
9. Te Kapotai
10. Te Matarahurahu
11. Te Ngare Hauata
12. Te Uri Taniwhā
13. Te Uri o Rātakitaki
14. Te Uri Ongaonga
15. Ngāti Torehina