

**TE RŪNANGA O TOA RANGATIRA**

**and**

**THE CROWN**

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**TERMS OF NEGOTIATION**

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**24 September 2007**

# TERMS OF NEGOTIATION BETWEEN THE CROWN AND TE RŪNANGA O TOA RANGATIRA

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## Purpose of these Terms of Negotiation

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- 1 These terms of negotiation set out the scope, objectives, and general procedures for the negotiations between the Crown (as defined in clause 9) and Te Rūnanga o Toa Rangatira ("the Rūnanga") on behalf of Ngāti Toa Rangatira for the settlement of the Historical Claims of Ngāti Toa Rangatira, as defined in clause 7.
- 2 This document records the stated intentions of the Crown and the Rūnanga regarding the negotiation process, including the intention to negotiate in good faith, confidentially and without prejudice. This document is not legally binding and does not create a legal relationship.
- 3 However, the Crown and Te Rūnanga acknowledge that, during negotiations, each expects the other to comply with the terms set out in this document.

## Objectives of the Negotiations

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- 4 The Crown and the Rūnanga agree that the objectives of the negotiations will be to:
  - a negotiate in good faith a comprehensive, final and durable settlement of all the Historical Claims of Ngāti Toa Rangatira (as defined in clause 7) which is fair in the circumstances;
  - b achieve a settlement that will not diminish or in any way affect any rights that Ngāti Toa Rangatira have arising from Te Tiriti o Waitangi/the Treaty of Waitangi and its principles, or extinguish any aboriginal or customary rights Ngāti Toa Rangatira may have;
  - c achieve a settlement that recognises the nature and extent of the breaches of the Crown's obligations to Ngāti Toa Rangatira under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - d provide redress that is fair, just, and reasonable redress for the wrongs that have occurred as a result of breaches of the Crown's obligations to Ngāti Toa Rangatira under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - e provide redress which is a fair, just, and reasonable contribution to Ngāti Toa Rangatira's economic base;
  - f enhance Ngāti Toa Rangatira's social, cultural and political development;
  - g achieve a settlement that will enhance the ongoing partnership relationship between the parties; and

- h enhance Ngāti Toa Rangatira's relationship with Parliament, Crown entities and other public agencies (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise).
- 5 In addition, the Crown views the settlement as a means of restoring the honour of the Crown.

#### Definition of Claimants and Historical Claims

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- 6 Ngāti Toa Rangatira means the iwi, or collective group, composed of descendants of Ngāti Toa Rangatira, and includes any whanau, hapu, or group of persons to the extent that such persons are referred to in subclause (a).
- a Descendants of Ngāti Toa Rangatira means every person descended from:
    - i. Toa Rangatira; and
    - ii. any other recognised Ngāti Toa Rangatira ancestor who exercised customary rights within the Lower North Island and Te Wai Pounamu on or after 6 February 1840.
  - b For the purposes of this clause, a person may descend from another person through:
    - i. Birth;
    - ii. Legal adoptions; or
    - iii. Whāngai arrangements in accordance with Ngāti Toa Rangatira tikanga
- 7 Ngāti Toa Rangatira Historical Claims means:
- a all claims made at any time (whether or not the claims have been researched, registered, considered or notified) by any Ngāti Toa Rangatira claimant or any person or group representing Ngāti Toa Rangatira that:
    - i. are founded on rights arising from Te Tiriti o Waitangi/the Treaty of Waitangi, or its principles, whether based on legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
    - ii. arise from or relate to any policies, practices, acts or omissions before 21 September 1992:
      - 1. by or on behalf of the Crown; or
      - 2. by or under legislation;
  - b and includes every claim to the Waitangi Tribunal to which clause 7(a) applies, including:
    - i. Wai 60; and
    - ii. Wai 102; and

- iii. Wai 172; and
- iv. Wai 207; and
- v. Wai 437; and
- vi. Wai 648; and
- vii. Wai 690; and
- viii. Wai 722; and
- ix. Wai 1201;

- c but does not include a claim by Ngāti Toa Rangatira to which clauses 7(a)-(b) do not apply.
- 8 The detail of the definition of Ngāti Toa Rangatira and Ngāti Toa Rangatira Historical Claims will be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between Ngāti Toa Rangatira and the Crown.

#### **Definition of the Crown**

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- 9 The Crown:
- a means the Sovereign in right of New Zealand; and
  - b includes all Ministers of the Crown and all government departments; but
  - c does not include:
    - i. an Office of Parliament; or
    - ii. a Crown entity; or
    - iii. a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

#### **Mandate to Negotiate**

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- 10 Attached is the Deed of Mandate (Appendix 3), which confirms that the Rūnanga have the mandate to represent Ngāti Toa Rangatira claimants in negotiations with the Crown for the settlement of Ngāti Toa Rangatira's Historical Claims.
- 11 Attached is a letter of the Crown's recognition of the mandate (Appendix 4), which recognises the mandate of the Rūnanga for the purpose of Ngāti Toa Rangatira's Treaty settlement negotiations with the Crown.
- 12 If representation issues arise during negotiations that cannot be resolved by agreement within Ngāti Toa Rangatira the Crown will discuss further with the Rūnanga about how to proceed and assist as agreed.

- 13 The Rūnanga agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to provide the Rūnanga with any correspondence it receives about the mandate of the Rūnanga.
- 14 The Crown agrees to promptly provide the Rūnanga with any relevant information, reports, or other documents relating to mandate not covered by clause 13, that would be accessible under the Official Information Act 1982.

### **Subject matter for Negotiation**

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- 15 The Rūnanga and the Crown will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon. Any additional subject matters may be added by way of agreement in writing by the negotiators of each party.
- 16 The list of subject matters to be discussed will include the following categories of redress:
- The Crown's Apology and Acknowledgements;
  - Cultural redress; and
  - Financial and Commercial redress.
- 17 The Crown acknowledges that the Rūnanga wishes to negotiate the repayment by the Crown of costs incurred on behalf of Ngāti Toa Rangatira associated with Waitangi Tribunal hearings, and the Crown will consider any such claim for costs.

### **Process of Negotiations**

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- 18 The Rūnanga and the Crown agree that the general process of negotiations will include, but not necessarily be limited to:
- a Agreement in Principle  
The signing of an Agreement in Principle which will outline the scope and nature in principle for settlement of Ngāti Toa Rangatira's Historical Claims, which will be recorded in the Deed of Settlement.
  - b Initialled Deed of Settlement  
Ngāti Toa Rangatira and Crown negotiators initialing a Deed of Settlement, which will set out the terms and conditions of settlement of the Historical Claims of Ngāti Toa Rangatira.
  - c Ratification  
The presentation by the Rūnanga of the initialled Deed of Settlement to Ngāti Toa Rangatira for ratification. An approved governance entity

structure will also be presented to Ngāti Toa Rangatira for ratification before the settlement legislation can be introduced.

d Deed of Settlement signed if ratified

The signing of the Deed of Settlement on behalf of Ngāti Toa Rangatira by the Rūnanga, and by a representative of the Crown, if the Deed of Settlement is ratified.

e Governance Entity and Settlement legislation

The settlement of Ngāti Toa Rangatira's Historical Claims is effective once a suitable governance entity is formed to hold the settlement assets and the required settlement legislation receives the Royal Assent.

### **What the Settlement of Historical Claims of Ngāti Toa Rangatira will enable**

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- 19 The Rūnanga and the Crown agree that the settlement of the Historical Claims of Ngāti Toa Rangatira will enable:
- a final settlement of all the Historical Claims of Ngāti Toa Rangatira, and release and discharge of all of the Crown's obligations and liabilities in respect of those claims;
  - b the discontinuance of the Office of Treaty Settlements landbank arrangements for the protection of potential settlement properties for Ngāti Toa Rangatira rohe;
  - c the removal of Ngāti Toa Rangatira's rights in respect to any resumptive memorials on the titles of land within the Ngāti Toa Rangatira's claim area 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 and for statutory protection relating to Ngāti Toa Rangatira's Historical Claims against the Crown to be removed;
  - d the removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Historical Claims of Ngāti Toa Rangatira, the Deed of Settlement, the redress provided or settlement legislation; but not for the removal of such jurisdiction in respect of:
    - i. the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation; or
    - ii. Ngāti Toa Rangatira's proceedings initiated by any third party which involve or may affect the Historical Claims of Ngāti Toa Rangatira or the Deed of Settlement, or any settlement legislation; or
  - e discontinuance of legal proceedings in relation to Ngāti Toa Rangatira's Historical Claims;

- f the return of land and other assets to Ngāti Toa Rangatira as a fair, just, and reasonable contribution towards the establishment of an economic base for Ngāti Toa Rangatira; and
- g the ongoing recognition, acknowledgement, and protection of Ngāti Toa Rangatira's status, rights, and interests; and
- h an ongoing relationship with the Crown, based on the principles of the Treaty of Waitangi; and
- i an enhanced relationship between Ngāti Toa Rangatira and Parliament, Crown entities and other public agencies.

### **Communication**

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- 20 The Rūnanga and the Crown will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentially regarding third parties.
- 21 Regular and appropriate internal communication by the Crown will aim to prevent any actions by Crown agencies which are inconsistent with the nature and extent of the negotiations.

### **Overlapping Claims**

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- 22 The Rūnanga and the Crown agree that overlapping claim issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to Ngāti Toa Rangatira as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.
- 23 The Rūnanga and the Crown note that in areas where there are overlapping claims, the Crown encourages claimant groups to discuss their interests with neighbouring groups at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interests can be managed.
- 24 The Rūnanga and the Crown will at an early stage in the negotiation process discuss the nature and extent of the interests of overlapping claimant groups in Ngāti Toa Rangatira's area of interest. The Rūnanga and the Crown will then consider what further actions on the part of Ngāti Toa Rangatira is necessary to address overlapping claim issues. The Rūnanga will consult with neighbouring claimant groups at an early stage to assist in resolving overlapping claims issues. The Crown will assist Ngāti Toa Rangatira as agreed.
- 25 The Crown will carry out its own consultation with overlapping claimant groups, and will keep the Rūnanga informed of any issues that may arise during that consultation which may affect the Rūnanga or Ngāti Toa Rangatira.

## **Overlapping Settlements**

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- 26 Where the Crown is engaged in negotiations for the settlement of historic claims with claimants whose area of interest includes part of the Ngāti Toa Rangatira rohe, the Crown will regularly update the Rūnanga on the progress of those negotiations.
- 27 Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets, or other settlement redress, in which the Rūnanga have also expressed an interest then the Crown, prior to offering the particular redress item or asset for inclusion in a settlement, will:
- a notify the Rūnanga of the shared interest; and
  - b facilitate a discussion between the relevant mandated representatives in order to resolve, at an early stage, any potential conflicts between claimant groups regarding the potential redress.
- 28 The Crown will ensure that any redress provided or proposed for the settlement of the historical claims of other claimants whose area of interest includes part of the Ngāti Toa Rangatira rohe is fair, just, and reasonable in relation to the redress offered as settlement for Ngāti Toa Rangatira's Historical Claims. In determining this regard will be had to the nature of the Treaty breaches, the nature of historical interests, and any previous redress provided.

## **Conditions of Settlement**

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- 29 The Rūnanga and the Crown acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until:
- a embodied in a Deed of Settlement; and
  - b ratified by the claimant group and the Crown; and
  - c a suitable governance entity has been formed to receive settlement assets; and
  - d settlement legislation comes into force.

## **Governance Structure for Settlement Assets**

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- 30 The Rūnanga and the Crown agree that an appropriate legal entity ratified by Ngāti Toa Rangatira that adequately represents all Ngāti Toa Rangatira, is fully accountable to, and acts for the benefit of Ngāti Toa Rangatira, will need to be in place prior to settlement to receive settlement assets.

## **Claimant Funding**

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- 31 The Rūnanga and the Crown agree that the Crown will make a contribution to the negotiation costs of Ngāti Toa Rangatira. This contribution will be paid in installments at specified milestones in the negotiation process.
- 32 The Crown acknowledges that the nature of the contribution the Crown will make to negotiation costs will not be dependent on, or affected by, the Rūnanga's access to other funding arrangements, and will be fair in relation to funding provided to other claimant groups.
- 33 The Rūnanga will provide the Crown with an annual report from an independent auditor for the claimant funding that it receives from the Crown, identifying that the funding has been spent on the negotiations. The Rūnanga will provide an invoice for each installment of funding received from the Crown.
- 34 The details of the Crown's contribution to negotiation costs will be specified in a separate funding letter that sets out, amongst other things, the levels of funding, details of milestones, and timing of payments.
- 35 The Crown may meet the cost of specific tasks, projects, or other requirements of the negotiations where the likely outcome is for the benefit or use of both the Crown and the Rūnanga.

#### **Other Avenues of Redress**

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- 36 The Rūnanga and the Crown agree to work together in good faith and a spirit of co-operation to reach a negotiated settlement.
- 37 The Crown acknowledges that Ngāti Toa Rangatira may choose to initiate or pursue, before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as the negotiations.
- 38 The Crown may withdraw from negotiations if the Rūnanga seeks redress for Ngāti Toa Rangatira's Historical Claims by any other means, such as court or tribunal proceedings, while in negotiations with the Crown.
- 39 The Crown acknowledges that Ngāti Toa Rangatira may seek to be a party to proceedings initiated by a third party before any court or tribunal. The Rūnanga and the Crown record that their expectation is that nothing in these Terms shall prevent Ngāti Toa Rangatira from participating in any such proceedings in order to protect the rights and interest of Ngāti Toa Rangatira against such third parties or others.
- 40 The Rūnanga agrees that it will provide the Crown with 10 working days notice before initiating, pursuing, or joining any such proceedings.
- 41 The Minister in Charge of Treaty of Waitangi Negotiations or the Director of the Office of Treaty Settlements, as the case may be, agree to write to the agencies listed in Appendix 5, notifying them that negotiations have commenced between the Rūnanga and the Office of Treaty Settlements for the settlement of Ngāti Toa Rangatira's Historical Claims.

- 42 The Rūnanga and the Crown note that the Protection Mechanism administered by the Office of Treaty Settlements currently applies to the sale of surplus Crown land, surplus Crown Research Institute land, surplus District Health Board land, and surplus land held by other specified Crown entities. The sites of significance process administered by Te Puni Kokiri and the consultation process when considering the transfer of Public Work Act land held by the Crown to a local authority for a public work currently apply to the sale of surplus Crown land. Statutory memorials apply to former Crown land in accordance with s27B of the State-Owned Enterprises Act 1986 and s212 of the Education Act 1989. Finally, statutory protections apply to former railways land pursuant to Parts III and IV of the Railways Restructuring Act 1990, and licensed Crown forest land pursuant to s 36 of the Crown Forest Assets Act 1989. During the course of negotiations:
- a the Crown agrees to notify the Rūnanga if there are any proposed changes to the protection mechanisms noted above;
  - b the Rūnanga agrees to notify the Crown of any issues that arise for Ngāti Toa Rangatira from the operation of these protection mechanisms, or any issues that might otherwise affect the subject matter of the negotiations, and any steps they intend to take in response to those issues;
  - c the Rūnanga and the Crown agree to try to resolve these issues if they relate to the subject-matter of the negotiations, or the Crown may refer the matter to the relevant agencies;
  - d otherwise, the Rūnanga and the Crown note that they reserve the right to take the steps they consider necessary to address these issues.

### **Procedural Matters**

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- 43 The Rūnanga and the Crown agree that:
- a negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
  - b negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;
  - c the Crown will provide the Rūnanga with any correspondence it receives about the negotiations if that correspondence is of a kind that would be disclosed to the Rūnanga if it were to make a request for it under the Official Information Act 1982;
  - d the requesting and provision of information between the Crown and the Rūnanga will be conducted in accordance with *Appendix 1 – Guidelines for the Provision of Information*;

- e media statements concerning the content and progress of the negotiations will only be made when mutually agreed by both the Rūnanga and the Crown;
- f the Rūnanga will report regularly to the Crown on the steps taken to consult with and inform Ngāti Toa Rangatira claimants of the progress of the negotiations;
- g the meetings between the parties will be conducted in accordance with *Appendix 2 – Guidelines for the Conduct of Meetings*;
- h either party may withdraw from negotiations if the negotiations become untenable.

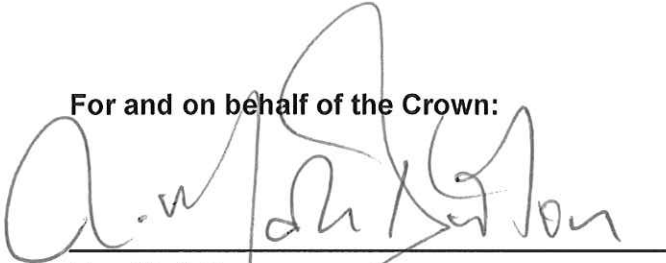
#### **Amendments**

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- 44 The Rūnanga and the Crown acknowledge that it may be necessary to amend these terms of negotiation from time to time and agree that all amendments must be approved by both parties and recorded in writing.

SIGNED THIS DAY OF 2007


For and on behalf of the Crown:



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Hon Mark Burton  
Minister in Charge of Treaty of Waitangi Negotiations

For and on behalf of Ngāti Toa Rangatira:



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Te Ariki Wineera (senior)



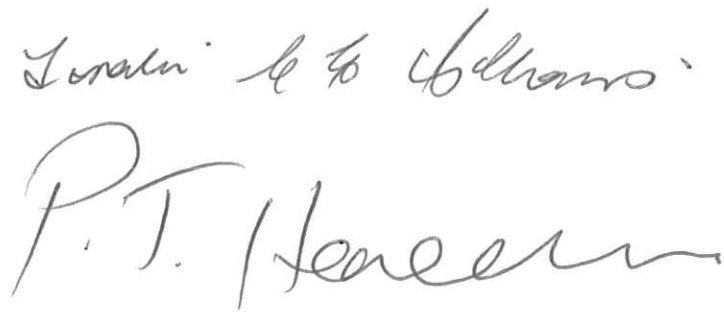
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Te Ariki Wineera (junior)



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Robert Solomon



## **APPENDIX 1 - GUIDELINES FOR THE PROVISION OF INFORMATION**

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### **Purpose of this Protocol**

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- 1 This Protocol sets out agreed principles to guide the provision of information between the Crown and the Rūnanga to enable the negotiations to proceed in as timely and as efficient a manner as possible. This Protocol also reflects the intention of the Crown and the Rūnanga to negotiate in good faith, confidentially and without prejudice.

### **Relationship between the Crown and the Rūnanga**

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- 2 The Crown and the Rūnanga agree that the Office of Treaty Settlements will have responsibility for co-ordinating the provision of information from the Crown to the Rūnanga for the purposes of the negotiations, and that requests for information by the Rūnanga will generally be made to the Office of Treaty Settlements in the first instance.
- 3 However, in the interests of building and maintaining working relationships with a number of Crown agencies nothing in this Protocol or the Terms of Negotiations will prevent the Rūnanga from requesting information directly from any Crown agency or department. Should the Rūnanga make such a request it will inform the Office of Treaty Settlement of the details of that request.

### **The Official Information Act 1982**

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- 4 The Rūnanga agrees that, given the intention of the Crown and the Rūnanga to negotiate in good faith, initial requests for information will not be made pursuant to the Official Information Act 1982.
- 5 However nothing in this Protocol or the Terms of Negotiation limits the rights of the Rūnanga to seek the release of information held by the Crown pursuant the Official Information Act 1982.

### **The Provision of Information**

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- 6 The Crown and the Rūnanga agree that they will use best endeavours to comply with all requests for information in accordance with this Protocol.
- 7 Requests for information can be made either:
  - a in writing;
  - b via telephone; or
  - c during meetings between the parties.

- 8 Nothing in this Protocol or the Terms of Negotiations should be viewed as limiting the information that the Crown or the Rūnanga might provide to only that information which has been formally requested by the other party. The Crown agrees to provide the Rūnanga with any information that may be relevant to Ngāti Toa Rangatira's Historical Claims, the negotiations, or assist with the progress of the negotiations, as soon as practicable on becoming aware of that information.
- 9 The Crown and the Rūnanga will maintain a register containing the details of all requests for information and the responses to those requests.
- 10 The Crown will use best endeavours to provide any information requested by the Rūnanga within 20 working days from the receipt of any request.
- 11 Should it become apparent that it may not be possible for the Crown to comply with any information request from the Rūnanga, the Crown will inform the Rūnanga, within 15 working days from receipt of the request, that it may not be able to supply the information and the reasons for this.
- 12 Should it be necessary for the Office of Treaty Settlements to refer a request for information to any other Crown agency or department the Office of Treaty Settlements will transfer that request within 15 working days from the receipt of that request and inform the Rūnanga of that transfer.
- 13 The Rūnanga and the Crown agree that the relevance to the negotiations of any information requested by the Rūnanga is to be determined by the Rūnanga.
- 14 The Rūnanga and the Crown agree that neither party will make unnecessary, vexatious, or unreasonable requests for information.
- 15 The Rūnanga and the Crown agree that they will use best endeavours to ensure that all information provided to the other party is complete, accurate, and is provided in an appropriate manner, state, or format.

#### **Release of Information to Third Parties**

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- 16 The Crown and the Rūnanga agree that they will not release to any third party any confidential or commercially sensitive information that has been provided to them during the course of the negotiations.
- 17 Should the Crown be required, either as a result of the Official Information Act 1982 or any other obligation, to release information provided to it by the Rūnanga the Crown will inform the Rūnanga of this requirement and details of the information to be released as soon as practicable prior to the release of that information.

## APPENDIX 2 - GUIDELINES FOR THE CONDUCT OF MEETINGS

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### Purpose of this Protocol

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- 1 This Protocol sets out agreed principles to guide the conduct of meetings between the Crown and the Rūnanga for the purposes of negotiating the Settlement of Ngāti Toa Rangatira's Historical Claims, to ensure negotiations are conducted as efficiently as possible. This Protocol also reflects the intention of the Crown and the Rūnanga to negotiate in good faith, confidentially and without prejudice.

### Preparation for Meetings

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- 2 Meetings will be held at times and locations suitable and convenient to both parties. Meeting details will be confirmed by both parties as far in advance as is practicable, but no later than 2 working days prior to each meeting.
- 3 An agenda for each meeting will be agreed as far in advance of a meeting as is practicable. In any event a draft agenda will be circulated, by one or other of the parties, no later than 3 working days prior to a meeting and agreed by both parties no later than 1 working day prior to a meeting.
- 4 Any background information, discussion papers, correspondence, or any other documents will be circulated no later than 2 working days prior to the meeting at which they are to be discussed.

### Conduct of Meetings

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- 5 Meetings will be conducted in a spirit of co-operation and good faith, and will be confidential and without prejudice.
- 6 Cultural aspects of meeting arrangements will be determined by the Rūnanga in order to ensure consistency with the tikanga and kawa of Ngāti Toa Rangatira and having regard to the purpose of that meeting and issues to be discussed.
- 7 The Crown and the Rūnanga will ensure that appropriate representatives attend each meeting, having regard to the purpose of the meeting and the issues to be discussed.
- 8 Each party has the right to decline to discuss:
  - a any item that has not been included on the agenda in accordance with clause 3 of this Protocol; or
  - b any documents that have not been provided in accordance with clause 4 of this Protocol.
- 9 The Crown will compile minutes of each meeting and circulate a draft Record of Negotiations as soon as is practicable following each meeting. The Rūnanga will amend if necessary and confirm each meeting's Record of Negotiations as soon as is practicable following receipt of a draft. Notwithstanding this, a meeting's Record of Negotiations shall be finalised prior to the next meeting.

## **Administrative issues**

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- 10 The Crown and the Rūnanga will maintain an agreed register of:
  - a actions to be undertaken by each party;
  - b issues where agreement has been reached;
  - c issues for future discussion.
- 11 Issues relating to administrative or non-substantive matters may be discussed by representative of either party as appropriate outside of the terms of this Protocol.





# Te Runanga o Toa Rangatira

**Deed of Mandate  
for  
Ngati Toa Rangatira**

**May 2005**

**Te Runanga O Toa Rangatira Inc  
26 Ngatitoa St, Takapuwahia,  
PO Box 50079  
Porirua.**

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## Introduction

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For the past twenty years Ngati Toa Rangatira has been on a journey to reconcile our breaches of the Treaty of Waitangi with the Crown. We have had to fight to protect our mana and articulate our claims so that the injustices and wrongs that were inflicted on Ngati Toa Rangatira could be brought out into the open and properly acknowledged.

Now that we have substantially proved our historical claims (pre-dating 21 September 1992) the next challenge for Ngati Toa Rangatira will be to secure redress for those breaches and build a strong future for the Iwi moving forward.

In February and March of this year, Ngati Toa's runanga – Te Runanga o Toa Rangatira Inc – held a series of hui to inform the Iwi of progress in proving its claims and seeking a mandate to move forward to the next step – to decide where we want the next stage of the journey to take us, and how we will get there.

We believe that Ngati Toa Rangatira has achieved all it can on the path that the Waitangi Tribunal has provided to date. It is now time to push forward and enter direct negotiations with the Crown for the settlement of all our Treaty of Waitangi historical claims. The Iwi agrees.

## The Claimant Group

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Ngati Toa Rangatira, the Claimant Group, are those persons whose claims would be settled as a consequence of negotiations with the Crown and who would be eligible to become beneficiaries of any settlement with the Crown.

**The Claimant Group consists of those members of the Ngati Toa Rangatira iwi who, by whakapapa, legal adoption or whangai arrangement, can claim descent from:**

- Toa Rangatira, and from
- a tupuna from Toa Rangatira, who migrated to the Lower North Island or Te Wai Pounamu in the early 19th century.

The area covered by the claims is the present day rohe of Ngati Toa Rangatira where the tupuna referred to above acquired their customary rights in the Lower North Island and Te Wai Pounamu – in other words from Whangaehu in the north, the Tararua ranges to the east, south by Turakirae Heads to Kaikoura and west to Arahura, then returning to Whangaehu.

## The Claims

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Te Runanga o Toa Rangatira has sought a mandate to undertake negotiations for a comprehensive settlement of all of Ngati Toa Rangatira's historical claims within its rohe. This includes any claims:

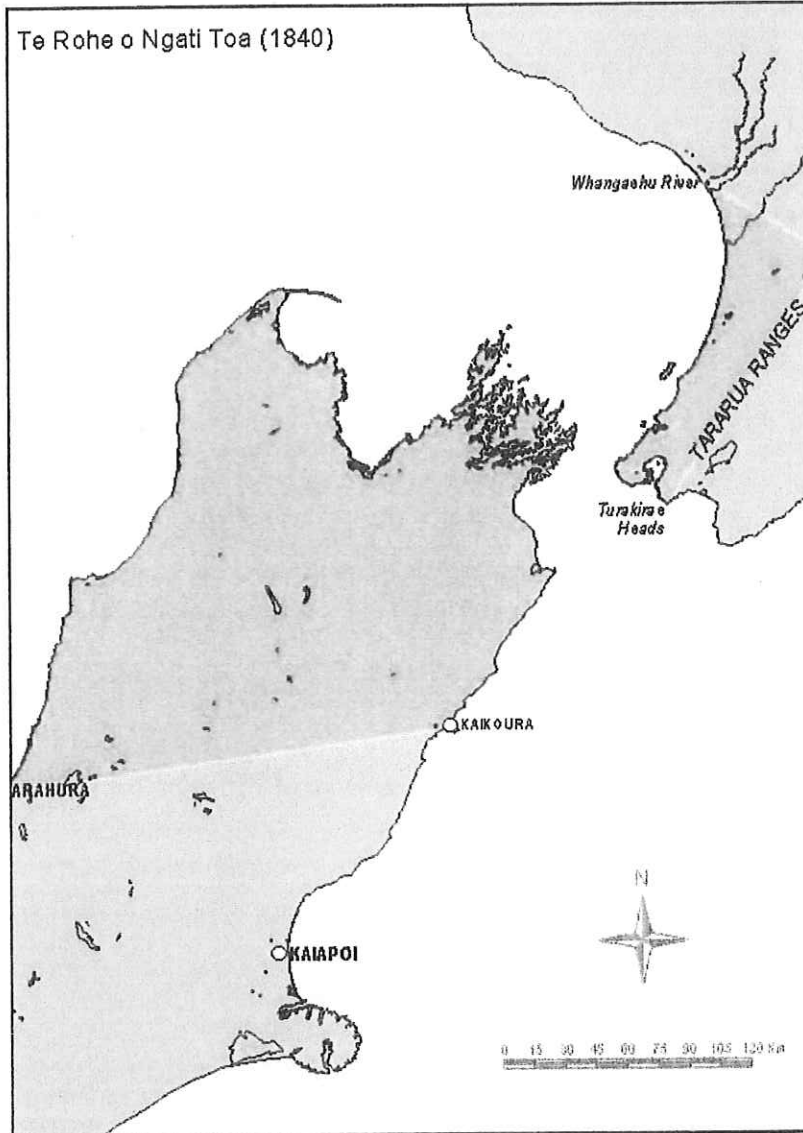
- formally registered with the Waitangi Tribunal; or
- claims as yet unregistered, or
- claims yet to be expressed.

Registered claims include:

- Wai 60 in the name of Kahui Maurice.
- Wai 102 as it relates to the interests of Ngati Toa as claimed in the name of Matuaiwi Solomon and Matiu Rei.
- Wai 172 as it relates to the interests of Ngati Toa as claimed in the name of Eva Rickard and others.
- Wai 206 in the name of Akuhata Wineera, Pirihiha Hammond, Ruta Rene, Matuaiwi Solomon, Ramari Wineera, Hautonga Te Hiko Love, Wikitoria Whatu, Ringi Horomona, Harata Solomon, Rangi Wereta, Ruihi Horomona, Manu Katene, Ariana Rene, and Tiratu Williams.
- Wai 437 in the name of Whatarangi Winiata.
- Wai 648 as it relates to the interests of Ngati Toa in the name of Grace Kerenapu Saxton.
- Wai 690 in the name of Matiu Baker, Rua Ara Baker, and others.
- Wai 722 in the name of Una Hyland, Leonie Dawson, Helene Treiblmayr, Toa Love, Louise Studd Katene, Natalie Kini, Fran Roiri, Margaret Dawson, Manu Katene, Eleanor Ria Solomon, Te Taku Parai, and Hugh Grace Jnr.
- Wai 870 in the name of Kahu Hohaia.

## The Claim Area

Ngati Toa rohe is traditionally described as being from Whangaehu in the north, the Tararua ranges to the east, south by Turakirae Heads to Kaikoura and west to Arahura, then returning to Whangaehu.



## The Mandate

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A series of hui was held around the country to confirm the mandate of Te Runanga o Toa Rangatira to enter into negotiations with the Crown regarding the comprehensive settlement of Ngati Toa's historical Treaty claims.

Any person identified as Ngati Toa who can claim descent from Toa Rangatira, and from a tupuna of the lower North Island and/or Te Wai Pounamu was encouraged to attend one of the hui listed below:

- Takapuwahia Marae, Porirua: 24 February 2005, 5.30pm-7.30pm
- Wairau Pa, Blenheim: 4 March 2005, 5.30pm-7.30pm
- Whakatu Marae, Nelson: 5 March 2005, 11 am-1pm
- Papakura RSA, 40 Elliot Street, Auckland: 10 March 2005, 7pm-9pm
- GRB Hall, Temple View, Hamilton: 11 March 2005, 5.30pm-7.30pm
- Raukawa Marae, Otaki: 15 March 2005, 7pm-9pm
- Takapuwahia Marae, Porirua: 19 March 2005, 10.30am-12.30pm

Appended to this document and marked by location, are the advertisements for the hui, the minutes and the attendance registers for each hui.

At each of the hui a resolution was put to the meeting to the following effect:

**“That this hui mandates Te Runanga o Toa Rangatira Incorporated to enter into negotiations with the Crown for a comprehensive settlement of Ngāti Toa Rangatira’s historical claims in the Lower North Island and Te Waipounamu.”**

No opposition was recorded to the resolution at any of the hui. Two abstentions were recorded at the first hui of 24<sup>th</sup> February, 2005 on the basis that those persons wished to consider the material presented and/or confer with whanau. Those persons voted in favour of the resolution at the hui held on the 19<sup>th</sup> March 2005. In summary, over the course of the series of hui the resolution was passed unanimously.

At each of the hui attendees were advised that the mandate was to negotiate a draft Deed of Settlement with the crown but that the mandated body – the Runanga – must present the draft Deed of Settlement to the Iwi for ratification before it is executed by the Runanga.

A copy of the PowerPoint presentation and the information booklet provided to all attendees is attached and marked 3.

## Mandated Entity

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### **Te Runanga O Toa Rangatira Incorporated**

The mandate has been given to Te Runanga o Toa Rangatira Incorporated (the Runanga).

The Runanga is a non-profit incorporated society with charitable tax status. It was registered as an Incorporated Society on 17 March 1989. The membership of the society is open to all members of the Iwi of Ngati Toa Rangatira.

Prior to the Treaty claims mandating hui, the Runanga was already the mandated Iwi authority for Ngati Toa Rangatira. A mandate had been sought and given each year from the Iwi at the Runanga's Annual General Meeting. The details of the constitution, accountabilities back to Iwi members and constituent bodies and process for appointment of the Runanga board members is described in detail below.

The Runanga is the administrative body of Iwi estates and assets, and deals with the political and public issues of national interest through the management of relevant activities such as Treaty of Waitangi claims, customary fishing practices, tourism, health and medical services, vocational training and resource management.

Since 1989 the Runanga has expanded to provide a range of services. These services have been developed to ensure access to good health, education and employment outcomes.

### **The Runanga's mission**

The overall vision of the Runanga is to "promote the mana of Ngati Toa Rangatira by enhancing the social, economic, educational, cultural and spiritual development of all whanau members, in an open and responsive manner, by enabling them opportunities to attain their full potential for the benefit of the Iwi and the community."

In the context of Treaty claims the mission of the Runanga can be summarised as follows:

- To conserve, promote, advance, and assist Toa Rangatira within the area bounded by the southern mouth of the Rangitikei river to the Arahura river on the west coast of the South Island and across to Kaikoura on the East Coast and indeed in any place or places the Iwi are resident.
- To act as the recognised Maori Authority for Ngati Toa Rangatira.
- To consider, discuss and take action on matters relevant to the raising of the mana, and to the advancement of the Ngati Toa Rangatira people.

The Runanga ultimately wishes to ensure that the Iwi achieves:



- A comprehensive, robust and fair settlement of all its historical claims against the Crown.
- A settlement within as short a time as possible but consistent with the first objective.
- A settlement which will provide for acknowledgements and apologies and redress which fully and properly satisfies the grievances of the Iwi.

## Representation and Accountability

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This section sets out the details of the constitution, accountabilities back to Iwi members and representation of Iwi membership and Ngati Toa constituent bodies.

### Statutory compliance

As an incorporated society it is required to be run lawfully and in accordance with the Incorporated Societies Act 1908. The Act sets out some basic requirements in respect to governance and accountability of the society to its members – in this case the Iwi. The Runanga is governed by its constitution or rules which are registered with the Registrar of Incorporated Societies. The rules establish the purpose for the incorporated society and govern the way the incorporated society is run. The rules must include a section detailing the "objects" of the society. This is the purpose of the society or the reasons why it is being established. Any activity carried out by a society must fall within the objects for that society as set out in its rules.

As a society, the Runanga must hold meetings. An incorporated society is required to hold at least one general meeting a year (the annual general meeting or AGM), at which the members approve the society's annual financial statement. In addition to approving the annual financial statement, the meeting will elect officers and approve any necessary rule changes. At the AGM a detailed report is provided to members of the Runanga's activities for the year. Traditionally the Runanga has also sought and received confirmation of its mandate to represent the Iwi at the AGM.

The Runanga's rules set out proper procedures for calling the AGM and other general meetings, meetings of the Runanga, how members and Runanga members may vote, and how business is to be conducted. The Runanga is also required to file key documents with the registrar which are thereby open to its members to review. They include annual financial statements; alteration to the rules and changes to the registered office must be notified to the Registrar.

### Runanga Governance Structure

The Runanga consists of elected board members of Ngati Toa Rangatira. They are intended to fairly represent all the interests within the Iwi. The structure of the Runanga is as follows:

- Kaunihera Kaumatua or Kaumatua advisory committee.
- The Runanga Council or the Runanga board consists of:
  - The Tumuaki;
  - The Chairperson of the Hongoeka Marae Committee;
  - The Chairperson of the Takapuwahia Marae Committee;

- Three Iwi members elected from the floor;
- A single representative from each of the contributing bodies or constituencies, namely:
  - The Kaunihera Kaumatua;
  - The Takapuwahia Marae Committee;
  - A member from the Hongoeka Marae Committee;
  - A member from the Ngati Toa Marae Trustees (the trustees for the Ngati Toa Reserves);
  - A member from the Otaki and Porirua Trust Board (a body created by the Otaki and Porirua Trusts Act 1943);
  - A member from the Ngati Toa Rangatahi Trust (the Rangatahi Trust was established in 1985-86. Its primary purpose is to develop and utilise the skills of the youth of Ngati Toa Rangatira..)
  - A member from Ngati Toa Maori Women's Welfare League;
  - A member from ETU Trust (ETU are a voluntary Group of Ngati Toa who are responsible for the upkeep and maintenance of Ngati Toa Marae, Urupa, & Reserves within Ngati Toa's Rohe).
  - A member from Ngati Haumia;
  - A member from Ngati Toa ki Wairau
  - A members from Ngati Toa ki Kiririroa
  - A member from Ngati Toa ki Whakatu.

For members elected from the floor, appointments are for a three year term. Retirement is decided on a rotational basis. Appointments of all other members are determined by their respective contributing bodies or constituencies. Attached and marked 2 are two organisational charts showing the Runanga structure and a outline of current members. Runanga meetings are held on the third Thursday of each month at 1.00pm.

The Kaunihera Kaumatua also have monthly meetings to discuss relevant business pertaining to Iwi issues. The Kaunihera Kaumatuas' primary role is to be the guidance and advisory body to the Runanga. These meetings are held on the first Tuesday of each month.

### **Treaty of Waitangi Claims Committee (TOWCC)**

The TOWCC was established by the Kaunihera (Runanga Council) to act as a conduit for advice and communication with Iwi members into the claims process. Its important function was to provide customary, cultural and spiritual guidance to the Treaty team.

In the negotiations process, it is expected that the TOWCC will continue in this role as well as provide a forum for receiving and assessing submissions from Iwi members on possible redress options. Recommendations will be forwarded to the Treat team.

Membership of the claims committee is open to all members of the Iwi, however the committee executive are appointed by the Kaunihera. The committee executive consists of a chair, kaumatua and kuia and selected member(s) of the Kaunihera. Administration support will be provided by the Runanga administration.

### **Runanga Management**

All business groups of the Runanga are accountable to the Executive Director. The Executive Director is the strategic leader of all business groups. This role includes;

- implementation of the Runanga's strategic plan;
- approval of business plans and annual budgets;
- managing, at a strategic level, all business groups;
- ensuring proper financial controls are in place and followed;
- risk management; and
- being the conduit between the business groups and the Runanga.

Each business group has a manager appointed by the Executive Director. The Business groups include the Treaty of Waitangi Claims Committee and Administration Services.

Each manager is responsible for the implementation of the Runanga's vision. Each manager is accountable to the Executive Director. The manager's functions include:

- the creation and implementation of the annual business plan;
- creation, submission and reconciliation of an annual budget;
- the recruitment and retention of capable, quality staff;
- ensuring compliance with all financial controls; and
- manage risks within each business group.

Each business group meets with their team regularly (normally weekly) and all managers meet once a week with the Executive Director. Meeting minutes are kept as a record of all issued discussed, and all action points to be followed up at the next meeting.

## **Administration**

The Runanga has set up a separate business group to deal with all administrative support services. This group deals with all matters relating to payroll, accounts and human resources. As part of its functions, the group also provides Information Technology support services. The Financial Controller from the business group reports on financial matters to the Executive Director on a monthly basis.

## **Financial Accountability**

For the purposes of the negotiation of claims the Runanga will also be the official recipient of any funding which may be provided by the Office of Treaty Settlements (and any other agencies) to assist the Iwi in negotiating and settling its claims. Management of these funds will be in accordance with the Runanga's existing financial accountability policies and procedures.

The Runanga has strict internal policies in respect to financial controls. It promotes the separation of duties between all financial controllers and each Business group has its own financial controls and budgets overseen by the Runanga's Auditor.

The Runanga also requires managers report which includes information on the financial position of the business group.

## **Negotiations Management and Accountability**

Management of the negotiations project will be lead by the Executive Director and include the Treaty of Waitangi Claims Co-ordinator, legal advisors and Research Group with the support of Administration Services. This team will be known as the Management Negotiations Team (MNT) or Te Kaha. A member of Te Mana (see below) and also one person from the TOWCC will be observers on this team.

Shortly a governance lead team, delegated by the Kaunihera (Te Mauri), will also be established. This team will be known as the Governance Negotiating Team (GNT) or Te Mana. The Executive Director or his delegate will be present to provide advice when required.

Te Mana will be responsible for engaging in negotiations with the principals of the Crown. Te Kaha will be responsible for the day to day negotiations with OTS officials. The teams will have clear and well understood lines of accountability and will be responsible to the Kaunihera who will retain the overarching responsibility for the negotiation process.

Te Kaha will have the flexibility to be able to draw in specialist expertise from within the Iwi, and from external advisors, as they are needed at key stages in the negotiations. The existing decision making, reporting, and accountability processes within the Runanga will also enable us to ensure the negotiations run as efficiently as possible, and mean that members of the Iwi are well informed and able to participate in the process.

Any project teams, or expert advisors, that will be needed to assist with the negotiations will be directly accountable through the Executive Director to the Kaunihera. The

Kaunihera in turn is directly accountable to the Iwi for the overall direction and performance of the negotiation process via regular hui, the website, regular panui, and ultimately at the Annual General Meeting.

## Reporting Lines

To make sure all Ngati Toa Rangatira members are informed of the progress of the negotiations the Runanga will be holding hui throughout the negotiations, particularly at each of the key milestones in the process. These hui will aim to identify all the issues that need to be addressed in the negotiations, to keep the Iwi informed of the progress of the negotiations and to provide an opportunity for Iwi members to participate in the negotiations.

In addition, the Runanga has a website that has all the details of upcoming events, hui, progress of the claims and the negotiations, as well as lots more useful information. Iwi members will be encouraged to monitor the website for updates and news. The website address is: <http://www.ngatitoea.iwi.nz/>.

## Contact Details

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### Registered Address

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### Contacts

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Email: [runanga@ngatittoa.iwi.nz](mailto:runanga@ngatittoa.iwi.nz)

### Location

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Takapuwahia  
Porirua

### website

<http://www.ngatittoa.iwi.nz/>

### Chairman

Robert Solomon  
Phone: 04 237 9832  
Fax: 04 237 6436

### Executive Director

Matiu Te Rei  
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Fax: 04 238 4701  
Email: [m.rei@ngatittoa.iwi.nz](mailto:m.rei@ngatittoa.iwi.nz)

### Treaty of Waitangi Claims Co-ordinator

Miria Pomare  
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## APPENDIX 4 – CROWN RECOGNITION OF DEED OF MANDATE



**Office of Hon Mark Burton, M.P. for Taupo**  
Minister in Charge of Treaty of Waitangi Negotiations  
Minister of Defence  
Minister of Tourism  
Deputy Leader of the House

02 NOV 2005

Mr Robert Solomon  
Chairman  
Te Rūnanga o Toa Rangatira  
PO Box 50079  
28 Ngāti Toa Street  
PORIRUA

Tēnā koe Mr Solomon

### NGĀTI TOA RANGATIRA DEED OF MANDATE

Thank you for submitting Te Rūnanga o Toa Rangatira's Deed of Mandate to the Crown to negotiate an offer for the settlement of all Ngāti Toa Rangatira historical Treaty claims.

We have concluded that Te Rūnanga o Toa Rangatira has the support of Ngāti Toa Rangatira, and is an appropriate body to represent Ngāti Toa Rangatira in settlement negotiations with the Crown. We are therefore pleased to recognise the Deed of Mandate of Te Rūnanga o Toa Rangatira to represent the people of Ngāti Toa Rangatira in negotiations for the comprehensive settlement of all their historical claims.

Dean Cowie, Manager – Policy and Negotiations, at the Office of Treaty Settlements is the manager responsible for the Ngāti Toa Rangatira negotiations. He will contact you shortly to discuss the next stage of the settlement process. We look forward to working with you.

Nāku noa, nā

Hon Mark Burton  
Minister in Charge of Treaty of  
Waitangi Negotiations

Hon Parekura Horomia  
Minister of Māori Affairs

## **APPENDIX 5 – LIST OF AGENCIES**

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1. Ministry of Defence
2. Department of Conservation
3. Ministry of Fisheries
4. Ministry of Education
5. Housing New Zealand Corporation
6. Ministry of Economic Development
7. Child Youth and Family
8. Land Information New Zealand
9. Transit New Zealand
10. Ministry of Health
11. Capital and Coast District Health Board
12. Hutt Valley District Health Board
13. MidCentral District Health Board
14. Nelson Marlborough District Health Board
15. Canterbury District Health Board
16. West Coast District Health Board
17. New Zealand Railways Corporation
18. Department of Corrections
19. Ministry of Justice
20. Office of Treaty Settlements
21. New Zealand Police
22. Hutt City Council

23. Kapiti Coast District Council
24. Porirua City Council
25. Upper Hutt City Council
26. Wellington City Council
27. Wellington Regional Council
28. Horowhenua District Council
29. Manawatu District Council
30. Manawatu-Wanganui Regional Council
31. Palmerston North City Council
32. Rangitikei District Council
33. Tararua District Council
34. Tasman District Council
35. Nelson City Council
36. Marlborough District Council
37. Buller District Council
38. West Coast Regional Council
39. Grey District Council
40. Canterbury Regional Council
41. Kaikoura District Council