

ATTACHMENT ONE



PART OF THE MINISTRY OF JUSTICE

Office of Treaty Settlements
Justice Centre | 19 Aitken Street | DX SX10111 | Wellington
T 04 494 9800 | F 04 494 9801
www.ots.govt.nz

26 September 2013

Haydyn Edmonds
Chairperson
Ngātiwai Trust Board
PO Box 1332
WHANGAREI 0140

Tēnā koe

Request for clarification on Crown Policy relating to shared Hapū and Wai claims

At the meeting of Thursday 19 September 2013 between the Ngātiwai Trust Board and the Office of Treaty Settlements we discussed amongst other matters how best shared interests will be treated in proposed settlement negotiations. This letter outlines the Crown's policy regarding shared interests.

Comprehensive negotiations

As you have previously been advised, the Crown has a strong preference to negotiate comprehensive settlement (ie. to negotiate all the historical claims of a claimant group at the same time).

This means that all claims, whether they relate in full or in part to a claimant group, need to be listed in the claimant definition of a mandate strategy for that claimant group.

Hapū

The Crown policy preference is for the claims of a particular hapū to be negotiated and settled as part of one Treaty settlement only. However, in cases where a hapū affiliates to two different iwi or Large Natural Groups, the Crown may accommodate hapū that appear in more than one claimant definition.

Wai Claims

If a particular hapū were to appear in the claimant definitions for Ngātiwai and another Large Natural Group in settlement negotiations, its associated claims would be settled by a Ngātiwai settlement only insofar as they relate to descent from a Ngātiwai ancestor. Interests in relation to descent from an ancestor of another Large Natural Group will not be settled by a Ngātiwai settlement.

This approach was applied in settlement negotiations with Ngāti Pahauwera and Ngāti Kahungunu ki Wairoa.

Further if you have any queries regarding the Crown's claimant definition policy or would like to discuss this letter, please do not hesitate to contact Trevor Himona, Senior Analyst on 04 494 2367 or at trevorhimona@justice.govt.nz.

Nāku noa, nā

A handwritten signature in blue ink, appearing to be 'T. Townsend', written in a cursive style.

Tim Townsend
(Acting) Manager Settlement Development

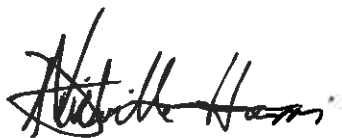
ATTACHMENT TWO

CERTIFICATE OF INCORPORATION

THE NGATIWAI TRUST BOARD

264082

This is to certify that THE WHANGARURU-NGATIWAI TRUST BOARD was incorporated under the Charitable Trusts Act 1957 on the 22nd day of November 1966 and changed its name to THE NGATIWAI TRUST BOARD on the 7th day of December 1984.



Registrar of Incorporated Societies
30th day of August 2012





DEPARTMENT OF JUSTICE

Commercial Affairs Division Auckland
Private Bag Wellesley Street
Telephone 778-830

Lorne Towers
10-14 Lorne Street

In reply, please quote
AK. 264082

CERTIFICATE RE CHANGE OF NAME

OF

THE NGATIWAI TRUST BOARD

I, **FAMELA ALICE MARGARET GREEN** Assistant Registrar of Incorporated Societies, do hereby certify that by an alteration to its rules duly authorised by its members, THE WHANGARURU-NGATIWAI TRUST BOARD which was incorporated on the 22nd day of November 1966, changed its name to THE NGATIWAI TRUST BOARD, and that such change of name was duly registered by me on the 7th day of December 1984 in pursuance of section 16 of the Charitable Trusts Act 1957.

GIVEN under my hand and seal at Auckland this 7th day of December 1984.


ASSISTANT REGISTRAR OF INCORPORATED SOCIETIES



ATTACHMENT THREE

FILE COPY



EH.

CONTENTS

1. INTERPRETATION	1
Definitions.....	1
Interpretation of Schedules.....	4
Statutes.....	4
General References.....	5
Headings.....	5
2. ESTABLISHMENT OF TRUST	5
Acknowledgement of Trust.....	5
3. KAUPAPA/PURPOSES	5
Purposes.....	5
Incidental purposes.....	5
Strategic governance.....	7
No non-charitable objects and purposes.....	8
4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST	8
Number of Trustees.....	8
Cessation of office of Trustee.....	8
Powers of Trustees.....	9
Management of the Trust – General.....	11
Meetings of Trustees.....	11
Chairperson, Deputy Chairperson and Secretary.....	12
Delegation of powers.....	13
Accounts and Audit.....	13
Reliance on Advice.....	13
Disclosure of Interest.....	14
Definition of Interested Trustee.....	14
Interests in common with Iwi.....	14
Recording of Interest.....	14
No private pecuniary profit.....	15
Appointment and removal of Custodian Trustee.....	15
Incorporation.....	16
5. REGISTER OF MEMBERS OF NGATIWAH	17
Members' Register of Ngatiwah.....	17
Registration as a Member of Ngatiwah.....	18
Trustees may decline to register, or remove a person from the Members' Register	19
Process when registration declined or removed.....	19
Registration not necessary.....	19
De-registration by Member of Ngatiwah.....	19
Request to change, amend or update register.....	19
Notice not necessary.....	20
6. VOTING PROCEDURE	20
7. GENERAL MEETINGS OF IWI AND REPORTING	21
Reporting Responsibilities.....	21
Trust to hold an Annual General Meeting.....	22
General Meetings of Members of Ngatiwah.....	23
Information must be made available in writing.....	25
No derogation from purposes.....	25

L.H.

8. ASSET HOLDING COMPANY AND FISHING ENTERPRISE	
Trust must hold an Asset Holding Company	25
Establishment of Fishing Enterprise	25
Requirements of constitution	27
Commercial Aquaculture Activities	27
9. DISPUTES PROCEDURE	
Disputes relating to matters arising under the Act	27
Registration Disputes	27
Proceedings of the Roopu Kaumatua Kula	28
Determination	28
10. WINDING UP OF TRUST	28
11. ALTERATION OF TERMS OF DEED	
Changes to the Deed	29
Changes to constitutions of Corporate Entities	29
Notification to Members of Ngatiwai	30
12. RESETTLEMENT	
Power to resettle	30
Perpetuities	30
13. LIABILITY AND INDEMNITY	30
SCHEDULE 1	
PART A: Election Processes	37
Election of Trustees	37
Marae Elections	37
Alternates	37
Extraordinary vacancy	38
Obligations of Trustees	38
Time of Elections	38
Results of Marae Elections	38
Eligible voters	38
Nominations for Trustee	39
Time for Nominations	39
PART B: All Votes	40
Notice of Voting and General Meeting	40
Valid votes	40
Secret Ballots	41
SCHEDULE 2	
Recognised Marae of Ngatiwai	42
	42

L.H.

DEED dated

10 November 2006

PARTIES

- Laly Haddon
- Mark McMath
- Christina Merepeka Henley
- Himiona Munro
- Henry Murphy
- Elvis Reti
- Phillip Wellington
- Donna Tamaki
- Grant Pirih
- Alan Moore
- Loma Cleave
- Talaha Rodney Ngawaka
- Kathy Pita
- Makere Lawrence-Bade

INTRODUCTION

- A. The Ngatiwai Trust Board was constituted under the Charitable Trusts Act 1957 in 1984. This current trust deed has amended the former constitution, in part to meet the requirements of the Maori Fisheries Act 2004.
- B. This Deed establishes the Ngatiwai Trust to act, amongst other things, as the Mandated Iwi Organisation of Ngatiwai for the purposes of the Māori Fisheries Act 2004, and to act as the Iwi Aquaculture Organisation for the purposes of the Māori Commercial Aquaculture Claims Settlement Act 2004.
- C. This Deed sets out the functions and purposes, and provides for the control, governance and operation of the Ngatiwai Trust.

TRUST TERMS

1. INTERPRETATION

Definitions

1.1 In this Deed, unless the context otherwise requires:

ACE means annual catch entitlement, as that term is defined in the Fisheries Act 1986.

Act means Māori Fisheries Act 2004.

Adult Member of Ngatiwai means a Member of Ngatiwai who is over the age of 18 years.

Adult Registered Members means Adult Members who are registered on the Members Register.

Alternates means Adult Registered Members elected to the position of Alternates in accordance with clause 3 of Schedule 1 of this Deed.

L.H.

Aquaculture Agreement has the meaning given to it in section 186ZD of the Fisheries Act 1996.

Aquaculture Settlement Assets has the same meaning as the term "Settlement Assets" in the Maori Commercial Aquaculture Claims Settlement Act 2004.

Asset Holding Company means a company established by the Trust, in accordance with clause 3.2, which meets the requirements for a company defined in the Act as an asset-holding company and includes any subsidiary of the asset-holding company.

Board means the Trustees if the Trust becomes (or already is) incorporated as a Board under the Charitable Trusts Act 1957 pursuant to clause 4.20 of this Deed or otherwise.

Charitable Purpose means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand.

Confidential Information means any information which a majority of the Trustees considers on reasonable grounds is of a commercially or otherwise sensitive nature and the release of which could be detrimental to the interests of Ngatiwai.

Corporate Entity includes the Asset Holding Company, the Fishing Enterprise and any Subsidiary of it, and any other company or trust wholly owned or controlled directly or indirectly by the Trust.

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

Directors means directors or trustees as the case may be, of any Corporate Entity.

Fishing Enterprise means a fishing operation established by the Ngatiwai Trust under clause 8.2 to utilise annual catch entitlement from its Settlement Quota.

Fisheries Settlement Assets has the same meaning as the term "Settlement Assets" in the Act

General Assets means all those assets owned by the Trust but excludes Fisheries Settlement Assets, Aquaculture Settlement Assets, and includes any entity established as a fishing enterprise other than the Asset Holding Company.

General Meeting means an annual general meeting or a special general meeting convened and conducted in accordance with clause 7 or a Marae Election convened and conducted in accordance with Schedule 1 of this Deed.

Income Share means an income share within the meaning of the Act that is allocated and transferred to the Asset Holding Company on behalf of Ngatiwai by Te Ohu Kai Moana Trustee Limited.

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

L.H

Iwi means Ngatiwai.

Iwi Aquaculture Organisation has the meaning given to it in the Māori Commercial Aquaculture Claims Settlement Act 2004.

Iwi Organisation means any organisation existing at law or in fact that represents or purports to represent any Iwi other than Ngatiwai and includes Runanga, Māori Trust Boards and urban Māori authorities.

Mandated Iwi Organisation has the meaning given to it in the Act.

Marae means a recognised marae of Ngatiwai as set out in Schedule 2.

Marae Election means a General Meeting convened by the Trust on behalf of a Marae called for the purpose of electing a Trustee to the Trust.

Members of Ngatiwai means persons who affiliate to Ngatiwai through descent from a primary ancestor of Ngatiwai, (the identity of such primary ancestor shall be determined pursuant to clause 5 or, if necessary, pursuant to clause 9) and includes Whangai who do not descend from a primary ancestor of Ngatiwai.

Members' Register means the register of Members of Ngatiwai held and maintained by the Trust in accordance with clause 5.

Ngatiwai means the Iwi of Ngatiwai.

Private Notice means a notice-

- (a) sent by any means that is private to the recipient; and
- (b) complies with Kaupapa 4 of Schedule 7 of the Act.

Public Notice means a notice that-

- (a) is published in a newspaper generally circulating in the relevant area or areas; and
- (b) may also be published by panui or electronic media, including radio and television; and
- (c) complies with Kaupapa 4 of Schedule 7 of the Act.

Registered Member means any Member of Ngatiwai who is entered in the Members' Register.

Registration Form means the form used from time to time by the Trustees to enter the details of Members of Ngatiwai and Whangai on the Members' Register.

Roopu Kaumatua Kua means the committee appointed under clause 9.2.

Quota means quota shares within the meaning of the Fisheries Act 1996.

Secretary means any person appointed under clause 4.8 to perform general secretarial and administrative functions for the Trust.

Settlement Cash Assets means money allocated and transferred to the Trust pursuant to section 137(1)(f) of the Act by Te Ohu Kai Moana Trustee Limited.

Settlement Quota means the quota shares within the meaning of the Act that are allocated and transferred to an Asset Holding Company on behalf of the Trust by Te Ohu Kai Moana Trustee Limited.

Subsidiary means any subsidiary (as defined by section 5 of the Companies Act 1993) of a Corporate Entity and includes any person or persons that is controlled by a Corporate Entity and includes a separate enterprise as that term is used in section 32(3) of the Maori Commercial Aquaculture Claims Settlement Act 2004 that is responsible to the Trust.

Te Kawai Taumata means the group of that name established under the Act.

Te Ohu Kai Moana Group has the meaning given to it in the Act.

Te Ohu Kai Moana Trustee Limited means the company of that name formed under the Act.

Te Puta Whakatapu Trustee Limited means the company of that name formed under the Act.

Te Wai Maori Trustee Limited means the company of that name formed under the Act.

Tikanga means the customary values and practices of Ngatiwai.

Trust means the Ngatiwai Trust established by this Deed.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed whether or not received in the manner described in clause 3.2.

Trustees means the persons elected or appointed under clause 4.

Voting Paper means a voting paper issued in accordance with Schedule 1 on which the Trustees shall record the membership number of the voter, or in the case of a voter without a registration number, shall have a duly completed Registration Form attached to and forming part of that Voting Paper.

Whangai means those persons who do not affiliate to Ngatiwai by descent from a primary ancestor of Ngatiwai but who are adopted by a Member of Ngatiwai in accordance with the Tikanga of Ngatiwai such Tikanga to be determined in accordance with clause 5 or, if necessary clause 9.

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

Interpretation of Schedules

1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:

- (a) terms or expressions have the meanings given to them by the Deed; and
- (b) a reference to a paragraph is a reference to a paragraph of that schedule.

Statutes

1.3 Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

LH

General References

- 1.4 **References in the Deed to:**
- (a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (In each case, whether or not having separate legal personality);
 - (b) one gender includes the other gender;
 - (c) the singular includes the plural and vice versa;
 - (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
 - (e) the Deed includes its Schedules.

Headings

- 1.5 Headings are for ease of reference only and must be ignored in interpreting the Deed.

2. ESTABLISHMENT OF TRUST

Acknowledgement of Trust

- 2.1 The Trustees acknowledge and declare that they hold the Trust Fund upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is the Ngatiwai Trust.

3. KAUPAPA/PURPOSES

Purposes

- 3.1 The purposes for which the Trust is established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting Ngatiwai whether it relates to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community of Ngatiwai and all the Members of Ngatiwai irrespective of where those Members reside and for every such Charitable Purpose benefiting Maori who are not Members of Ngatiwai and members of the community generally.

Incidental purposes

- 3.2 Incidental to, and to give effect to the purposes in clause 3.1, and at all times subject to clause 3.4, the Trustees shall:
- (a) promote the cultural, spiritual, educational, health and economic development and advancement of Ngatiwai and its Members including those Members of Ngatiwai residing in the rohe of other Iwi and retain and enhance mana whenua, mana moana, and intellectual property rights between Rangī-nui and Papatuanuku;

CH

- (b) provide knowledge and support for individuals and groups on resource management, ancestral rights and current legal positions and benefits for Maori in general and Ngatiwai in particular;
- (c) represent the best interests of all Ngatiwai, and those registered Marae and individuals in particular, in those matters relating to the determinations of authorised statutory bodies, and to meet all the legal requirements set down by any such bodies;
- (d) provide, encourage and create employment and skill training opportunities for the purpose of personal development and self sufficiency for individuals and groups and people within the defined Ngatiwai lands and in particular for Members of Ngatiwai;
- (e) provide, manage and control educational, service orientated, community and recreational facilities and open space (limited to such purposes specified as charitable under Section 61A Charitable Trusts Act 1957) for the benefit of the New Zealand public generally and Members of Ngatiwai in particular;
- (f) deliver Crown, local and public authority services and funds to members of Ngatiwai;
- (g) directly receive and hold, on behalf of Ngatiwai on the trusts set out in clause 3.1, Settlement Cash Assets allocated and grants made to Ngatiwai by Te Ohu Kai Moana Trustee Limited.
- (h) receive distributions from Te Putea Whakatapu Trustee Limited and Te Wai Māori Trustee Limited, as provided for under subparts 4 and 5 of Part 2 of the Act and to hold those distributions on the trusts set out in clause 3.1 or on such other trusts as are required in order to ensure that a distribution to the Trust by either of those companies would be within the purposes for which those companies hold their funds and make those distributions but not in a manner that could adversely affect the charitable status of the Trust;
- (i) if relevant, enter into agreements with other Mandated Iwi Organisations in relation to:
 - (i) claims under section 11 of the Act;
 - (ii) the allocation of:
 - (aa) harbour quota under section 143 of the Act; and
 - (bb) freshwater quota under section 148 of the Act;
- (j) establish separate companies to undertake fishing and fisheries-related activities, including, but not limited to, any activity related to the seafood industry, including, for the avoidance of doubt, a Fishing Enterprise, and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;
- (k) establish one or more Asset Holding Companies that, in each case:
 - (i) is wholly owned by the Trust;

- (ii) is separate to the companies referred to in sub-paragraph (j);
- (iii) performs the function and complies with the requirements set out in sections 16 to 18 of the Act; and
- (iv) performs any other function, but not if doing so would be inconsistent with sections 16 to 18 of the Act,

and to hold the shares in those companies and any distributions or other benefits resulting from them on the trusts in clause 3.1;

- (l) perform the functions provided for, by or under the Act in respect of a Mandated Iwi Organisation, in a manner consistent with the Act;
- (m) represent Ngatiwai by voting at any meeting convened under:
 - (i) clause 1 or clause 6 of Schedule 8 to the Act, to appoint or remove a member or alternate member of Te Kawai Taumata;
 - (ii) section 117 of the Act, implemented in accordance with clause 1 of Schedule 8 to the Act, to appoint a member of a committee of representatives;
- (h) act on behalf of Ngatiwai in relation to aquaculture claims and Aquaculture Settlement Assets under the Māori Commercial Aquaculture Claims Settlement Act 2004, in respect of which the Trustees must act for the benefit of all Members of Ngatiwai, irrespective of where those Members reside, including:
 - (i) directly receiving and holding, on behalf of Ngatiwai, Aquaculture Settlement Assets allocated to Ngatiwai by Te Ohu Kai Moana Trustee Limited in accordance with the Māori Commercial Aquaculture Claims Settlement Act 2004; and
 - (ii) entering into Aquaculture Agreements with other Iwi Aquaculture Organisations in relation to the allocation of Aquaculture Settlement Assets,
- (l) if Ngatiwai determine, directly receive and hold, on behalf of Ngatiwai on the trusts set out in clause 3.1, any other Treaty of Waitangi settlement assets; and
- (l) perform other functions provided for, by or under the Act or any other enactment or otherwise, but not if doing so would adversely affect the charitable status of the Trust.

Strategic governance

3.3 The Trust must exercise strategic governance over:

- (a) its Asset Holding Companies and any Fishing Enterprise; and
- (b) the process to examine and approve annual plans that set out:
 - (i) the key strategies for the use and development of Fisheries Settlement Assets of Ngatiwai;

LH

- (ii) the expected financial return on those Fisheries Settlement Assets;
- (iii) any programme to:
 - (aa) manage the sale of ACE derived from the Settlement Quota held by the Asset Holding Companies; and
 - (bb) reorganise the Settlement Quota held by the Asset Holding Companies, in the buying and selling of Settlement Quota in accordance with the Act,

but not in such a manner as shall result in the Trust or any of the Trustees being deemed to be a Director of that or those companies under the Companies Act 1993, and nor shall this clause 3.3 or any other provision of this Deed prevent the Trust or any Corporate Entity or Subsidiary from entering into such arrangements with another company or trust as the Trustees shall consider necessary or desirable to efficiently and effectively administer, manage or hold its assets or operations, consistently with the purposes in clause 3.1.

No non-charitable objects and purposes

- 3.4 The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees and, without derogating from clauses 11.1(d) or 12, the Trust shall be restricted accordingly and limited to New Zealand.

4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST

Number of Trustees

- 4.1 The Trust shall have up to 14 Trustees who must be Adult Registered Members of Ngatiwai, and be elected by Adult Members of Ngatiwai in accordance with Schedule 1 of this Deed, except that the first Trustees shall be those persons who have signed this Deed as parties, and those first Trustees shall remain in office until the later of:

- (a) the date one year after the date of this Deed; or
- (b) the date six months after the date upon which the recognition of the Trust as the mandated iwi organisation of Ngatiwai is recorded under section 13(1)(b) of the Act

unless they are earlier replaced by Trustees elected on accordance with the provisions of Schedule 1.

- 4.1A Retiring Trustees shall, however, be eligible for re-election.

Cessation of office of Trustees

- 4.2 Any person shall cease to be a Trustee if he or she:

- (a) shall have been in office for more than three years since his or her election; or

- (b) resigns as a Trustee by giving notice in writing to the Trust; or
- (c) fails or neglects to attend three consecutive meetings of the Trustees without leave or absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
- (d) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
- (e) is or becomes a 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
- (f) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993 unless that person has served the sentence or otherwise suffered the penalty imposed on that person or is an "eligible person" for the purposes of the Criminal Records (Clean Slate) Act 2004; or
- (g) dies; or
- (h) is in office or employment with, or accepts office or employment with, any other Iwi Organisation.

4.3 The Trustee concerned shall cease to hold office:

- (a) in a case where sub-paragraph 4.2(a) applies, from the end of the day three years after the date on which that Trustee was last elected to office;
- (b) in a case where sub-paragraph 4.2(b) applies from the date the notice of retirement shall have been delivered to the Trust;
- (c) in the case where sub-paragraph 4.2(c) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (d) in cases where sub-paragraphs 4.2(d) to 4.2(h) apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

4.4 Should a vacancy reduce the number of Trustees below half the number specified in clause 4.1 the vacancy shall be filled as soon as practicable by election in accordance with the terms of this Deed, and the remaining Trustees (which shall include any Trustees who shall cease to be a Trustee under clause 4.2(a)) shall continue to act until that vacancy has been filled.

Powers of Trustees

4.5 To achieve the purposes of the Trust:

- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;

LH

- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund including, for the avoidance of doubt, but subject to complying with the applicable provisions of the Act and the Maori Commercial Aquaculture Claims Settlement Act 2004, the acquisition and disposition of Settlement Quota, Income Shares and Settlement Assets;
- (c) Accordingly; in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) If any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering the nature of the profit used to pay or make the dividend or distribution and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.5;
- (f) the Trustees may at any time after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;
- (g) If any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund;
- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1; and
- (i) carry on and accept the administration and management of any lands, properties, businesses or undertakings of any beneficial owners in return for such consideration and remuneration as the Trustees shall from time to time determine.

LH

4.6 Management of the Trust - General:

- (a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- (b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust, unless, either generally or in a particular case, they shall have for the time being delegated any one or more of the powers of appointment, remuneration or dismissal, as the case may be, to a person holding the position of Chief Executive of the Ngatiwai Trust.
- (c) Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee.
- (d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.13) in support of that appointment on those terms.
- (e) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Members of Ngatiwai and in any website, letterhead, formal written contract or printed publications of the Trust.

4.7 Meetings of Trustees:

- (a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 6 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- (b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- (c) In the event of an equality of votes the Chairperson shall not have a second or casting vote.
- (d) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- (e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 15 Working Days before the date of the proposed meeting. The

notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted.

- (f) Eight Trustees shall constitute a quorum for a meeting of Trustees.
- (g) The Trustees may act notwithstanding any vacancy in their body, but if and so long as the number of Trustees holding office is less than the number fixed by clause 4.7(f), the continuing Trustees may act only for the purposes of increasing the number of Trustees to that number or calling a General Meeting pursuant to clause 7.
- (h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.7 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
 - (i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;
 - (iii) at the commencement and conclusion of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;
 - (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
 - (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (i) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

4.8 Chairperson, Deputy Chairperson and Secretary:

- (i) The Trustees may also elect one Trustee to act as Deputy Chairperson either as the need arises or from year to year or for such term of years as the Trustees may decide. In the absence of the Chairperson the Deputy Chairperson shall have and may exercise all the powers of, and shall perform all the duties, of the Chairperson.

LH

- (k) The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

4.9 Delegation of powers:

- (a) The Trustees may delegate in writing to any Trustee, committee of Trustees, or employee who is the Chief Executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that:
- (i) the Trustees may not delegate strategic governance; and
 - (ii) in the case of any entity appointed under clause 4.6(d) the delegation shall be personal to the person provided by that entity in that capacity.
- (b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation.
- (c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time.
- (d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide.
- (e) The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

4.10 Accounts and Audit:

- (a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide;
- (b) The Trustees shall cause true accounts for each financial year to be kept in such manner as the Trustees may decide of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant (not being a Trustee) appointed in that capacity by the Trustees; and
- (c) Nothing in this clause 4.10 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

- 4.11 The Trustees, when exercising powers or performing duties as Trustees, may rely on reports, statements, financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (a) an employee of the Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
- (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
- (c) committee of Trustees appointed and acting in accordance with clause 4.9.

4.12 Clause 4.11 applies only if the Trustees:

- (a) act in good faith;
- (b) make proper inquiry where the need for inquiry is indicated by the circumstances; and
- (c) have no knowledge that such reliance is unwarranted.

Disclosure of Interest

- 4.13 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.**

Definition of Interested Trustee

- 4.14 A Trustee will be interested in a matter if the Trustee:**

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust or any Subsidiary of the Trust;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

Interests in common with IWI

- 4.15 Notwithstanding clauses 4.13 and 4.14, no Trustee will be interested in a matter where that Trustee is a member of an IWI and where his or her interest is not different in kind from the interests of other members of that IWI.**

Recording of Interest

- 4.15 A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust. Immediately following his or her appointment as a Trustee, each Trustee must enter into the minute book and must disclose in writing to the other, the name of any**

in which he or she is a member, and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No private pecuniary profit

4.16 No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust;
- (b) the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee);
- (c) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;
- (d) any Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that Trustee has acted in any capacity whatever, notwithstanding that the Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Trust;

provided that:

- (i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.6(d), the provisions of that clause have been complied with;
- (ii) the Trustees must disclose in their annual report referred to in clause 7.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (aa) the amount thereof received by each Trustee or any such firm or entity;
 - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (cc) the method of calculation of the reimbursement, remuneration or charge; and
- (iii) in the case of an appointment referred to in clause 4.6(d), the full written terms and conditions thereof have been made available for inspection at the office of the Trust, by any Adult Registered Member who makes written request for the same.

4.17 Subject to clause 4.16, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any Corporate Entity or Subsidiary;
- (c) a settlor or a trustee of any Corporate Entity or Subsidiary;
- (d) any associated person (as defined in section OD 7 of the Income Tax Act 2004) of either a director, or any person referred to in clauses 4.13 to 4.15,

does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person, and any payment made to any person in or following breach of this clause 4.17 shall be void.

4.18 The Trustees shall require that a clause to the same effect as clause 4.13 of this Deed be included in the constitution of every Asset Holding Company or Fishing Enterprise or any subsidiary of any of them.

Appointment and removal of Custodian Trustee

4.19 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Deed or any further terms as the Trustees may decide, and for the avoidance of doubt the Custodian Trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any such appointment or otherwise act pursuant to the provisions of section 50 of the Trustee Act 1956.

4.20 **Incorporation:**

- (a) The Trustees may (if they have not already) at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.
- (b) Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.
- (c) No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

LH

6. REGISTER OF MEMBERS OF NGATIWAH

Members' Register of Ngatiwai

5.1 The Trustees must:

- (a) have, and maintain in a current state, the Members' Register:
 - (i) that includes the name, date of birth, and contact details of every Member of Ngatiwai who applies for registration; and
 - (ii) that is available for inspection by Registered Members who can view their own registration details; and
 - (iii) that is available for inspection by a parent, legal guardian or other person standing in the stead of a parent, who may view the registration details of any child, ward or other dependant under 18 years of age who was registered by such persons, whichever the case may be; and
 - (iv) that allocates a member registration number to each Member of the Ngatiwai entered in the Members' Register; and
 - (v) that records the Marae that each Registered Member has indicated on his or her Registration Form is the one Marae to which that person chooses to affiliate for the purpose of voting in Marae Elections.
- (b) make ongoing efforts to register all Members of Ngatiwai on the Members' Register.

5.2 The Trustees may transfer, to each Marae, a duplicate copy of that part of the Members Register containing the details of the Ngatiwai Members who have registered with that Marae, provided that the Trustees shall ensure that the relevant Marae complies with clauses 5.1(d) and (e) and the duplicate copy is maintained in a current state.

5.3 The Trustees may enter in the Members' Register any Member of Ngatiwai whose details are already held by the Trustees where:

- (a) the details held by the Trustees fulfil the requirements of Kaupapa 5 of the Maori Fisheries Act 2004, except that the requirement in clause (b)(iii) of that Kaupapa need not necessarily be fulfilled; and
- (b) the particulars were acquired by the Trustees as a result of an application on a form (not being the current Registration Form) made by:
 - (i) Adult Members of Ngatiwai, on their own behalf or by their legal guardian at the time of the application; and
 - (ii) other Members of Ngatiwai, who were not Adult Members of Ngatiwai at the time of the application, by their parent on their behalf, or by their legal guardian at the time; and

LH

- (iii) other Members of Ngatiwai by an Adult Member of Ngatiwai on their behalf who, in the opinion of the Roopu Kaumatua Kula, stood in the stead of a parent of that person at the time of the application.

- 5.4 An application to be entered in the Members' Register may be made by:
- (a) Adult Members of Ngatiwai, on their own behalf or by their legal guardian; and
 - (b) other Members of Ngatiwai, who are not Adult Members of Ngatiwai, by their parent or legal guardian on their behalf; and
 - (c) other Members of Ngatiwai by an Adult Member of Ngatiwai on their behalf who, in the opinion of the Roopu Kaumatua Kula, stands in the stead of a parent of that person; and

In each case that application must be completed on the Registration Form.

- 5.5 Any Adult Member of Ngatiwai at, or at any time after, application for registration as a Registered Member, or at any time whether or not on the Members' Register, may request in writing that he or she wishes to receive Private Notice of any General Meetings and/or Voting Papers relating to:
- (a) the election of Trustees; or
 - (b) any amendment to this Deed or the constitutional documents of any Asset Holding Company; or
 - (c) the disposal of Income Shares or Settlement Quota; or
 - (d) the conversion of Quota into Settlement Quota.

Registration as a Member of Ngatiwai

- 5.6 Subject to clauses 5.6 and 5.7, the Trustees must enter in the Members' Register any person:
- (a) by or on behalf of whom a valid application has been made; and
 - (b) who in the reasonable opinion of the Trustees affiliates to Ngatiwai through descent from a primary ancestor of Ngatiwai and affiliates to the Marae recorded on his or her Registration Form in accordance with clause 5.1(a)(v) of this Deed.
- 5.7 The Trustees:
- (a) may require any person seeking registration as a Member of Ngatiwai to provide evidence verifying his or her affiliation to Ngatiwai through descent from a primary ancestor of Ngatiwai or of any other matter referred to in clause 5.5 before that person's registration is entered in the Members' Register together with such other information as the Trustees request and the person making the application for registration agrees (but the omission to provide such other information shall not be a reason for the Trustees to not accept the application for registration); and

LH

- (b) may require any person who is entered in the Members' Register to provide evidence verifying his or her affiliation to Ngatiwai through descent from a primary ancestor of Ngatiwai and any other matter referred to in clause 5.5;
- (c) may consult with the Roopu Kaumatua Kula in relation to any application for registration, or continued registration as a Member of Ngatiwai; and
- (d) without limiting the foregoing, may request the Roopu Kaumatua Kula to:
 - (i) determine who is the primary ancestor, or are primary ancestors, of Ngatiwai; and
 - (ii) determine the Tikanga of Ngatiwai by which Whangai or other persons who do not descend from a primary ancestor of Ngatiwai are able to affiliate to Ngatiwai.

Trustees may decline to register, or remove a person from the Members' Register

- 5.8 If the Trustees consider that any information about a person received under clause 5.5(a) or clause 5.6 is not accurate or complete, or that the existing information on the Members' Register is not accurate or complete such that in either case the person concerned does not meet the qualifications required by this Deed for entry of that person in the Members' Register, the Trustees may decline to register, or remove that person from the Members' Register or decline to change that person's Marae affiliation, as the case may be.

Process when registration declined or removed

- 5.9 Where an application for registration is declined, or any decision is made by the Trustees to remove any person from the Members' Register, or not change that person's Marae affiliation, the person concerned may dispute that decision of the Trustees, and clause 9 shall apply.

Registration not necessary

- 5.10 To avoid doubt, it shall not be necessary, in order to be considered a Member of Ngatiwai for the purposes of clause 3.1, for a Member of Ngatiwai to be registered in accordance with this clause 5.

De-registration by Member of Ngatiwai

- 5.11 To avoid doubt, a Registered Member may, at any time, request in writing that his or her registration be removed or terminated. His or her registration will be deemed removed at the date on which the written request is received at the Trust's office.

Request to change, amend or update Register

- 5.12 A Registered Member may at any time request that the information relating to that person on the Members' Register be changed, amended, updated provided that:

- (a) the request must be made in writing and sent to the Trust at the Trust's office; and

LH

- (b) If a Registered Member wishes to change the Marae affiliation recorded for that person under clause 5.5(b)(ii):
- (i) clauses 5.6 to 5.8 shall apply;
 - (ii) no Registered Member of Ngatiwai may request such change more than once every 3 years; and
 - (iii) if the Registered Member wishes to change his or her Marae affiliation in time for a Marae Election, the Trust must receive the written request not less than 25 Working Days before the relevant Marae Election.

Notice not necessary

- 5.13 It shall not be necessary for the Trust to provide Private Notice to Members of Ngatiwai where the Trustees believe on reasonable grounds (and have evidence supporting that belief), that the Members' contact details are not current.

6. VOTING PROCEDURE

- 6.1 (a) Any resolution to:
- (i) ratify or change this Deed, or amend the constitution of any Asset Holding Company (in accordance with the requirements of sections 17, and 18 as the case may be, of the Act);
 - (ii) dispose of Income Shares (in accordance with section 20 of the Act);
 - (iii) treat Quota as Settlement Quota (in accordance with section 159 of the Act);
 - (iv) dispose of Settlement Quota (under section 162 of the Act);
 - (v) rationalise any Settlement Quota (under section 172 of the Act); and
 - (vi) enter into a transaction or a series of transactions, or agree to transact, whether contingent or not, with a person not entitled to hold Income Shares or Settlement Quota under the Act, including an option, security, mortgage, or guarantee, that could result in:
 - (aa) the sale of Income Shares or Settlement Quota by an Asset Holding Company; or
 - (bb) Ngatiwai or the Trust being disentitled for a period of more than 5 years to:
 - (i) the Income from the Income Shares; or
 - (ii) the income from the ACE arising from the Settlement Quota; or
 - (iii) the control or use of the ACE arising from the Settlement Quota;

LH

(vi) wind up the Trust in accordance with clause 10 of this Deed;

must be approved by not less than 75% of the Adult Members of Ngatiwai who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolutions has been given in accordance with the Act.

(b) Any resolution to:

- (i) Transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation); and
- (ii) request that Te Ohu Kai Moana Trustee Limited transfer authorisations or coastal permits that are Aquaculture Settlement Assets (except where the proposed transfer is to a company that is wholly owned by the Trust as an Iwi Aquaculture Organisation);

must be approved by not less than 75% of the Adult Members of Ngatiwai who are entitled to vote and actually cast a valid vote in accordance with the voting procedures set out in Schedule 1 and no such resolution shall be passed unless notice in respect of those resolution has been given in accordance with the Maori Commercial Aquaculture Claims Settlement Act 2004.

- (c) In the case of a resolution not described in clauses 6.1(a) and 6.1(b) a resolution shall be passed if more than 50% of the Adult Members of Ngatiwai who are entitled to vote cast a valid vote in favour of the resolution in accordance with the procedures determined and published by the Trustees prior to the General Meeting (but in the absence of the Trustees publishing the procedure prior to the General Meeting, by a show of hands at the General Meeting in accordance with paragraph 11 of Schedule 1 of this Deed).

7. GENERAL MEETINGS OF IWI AND REPORTING

Reporting Responsibilities

7.1 Without derogating from its duties under any enactment or at law, the Trust has the reporting responsibilities in relation to:

- (a) its own performance; and
- (b) the performance of any:
 - (i) Asset Holding Company;
 - (ii) Fishing Enterprise;
 - (iii) joint venture or other entity that conducts business using the Settlement Quota or Income Shares;
 - (iv) other Corporate Entity (not including those referred to in clauses (i) to (iii) above).

LH

in accordance with the provisions of this clause 7.

Trust to hold an Annual General Meeting

7.2

Each year, the Trust must hold a General Meeting at which it provides an opportunity for the Members of Ngatiwai to consider:

- (a) **Annual Report:** the annual report for the previous financial year, made available not less than 20 Working Days before the meeting, that reports against the objectives set out in the annual plan for the previous year, including:
- (i) information on the steps taken by the Trust to increase the number of Registered Members; and
 - (ii) a comparison of the Trust's performance against the objectives set out in the annual plan, including:
 - (aa) changes in the value of the Trust Fund; and
 - (bb) profit distribution; and
 - (iii) the annual audited financial report, prepared in accordance with generally accepted accounting practice, and accounting separately for Settlement Cash Assets; and
 - (iv) a report giving information of the sales and exchanges of Settlement Quota in the previous year, including:
 - (aa) the quantity of Settlement Quota held by all Asset Holding Companies at the beginning of that year; and
 - (bb) the value of Settlement Quota sold or exchanged in that year; and
 - (cc) the identity of the purchaser or other party to the exchange; and
 - (dd) any transaction with Settlement Quota that has resulted in a registered interest by way of caveat or mortgage being placed over the the Settlement Quota; and
 - (ee) the Settlement Quota interests that have been registered against the Quota shares of the Trust; and
 - (ff) the value of Income Shares sold, exchanged, or acquired; and
 - (v) a report on the interactions of the Trust in fisheries matters:
 - (aa) with other entities within Ngatiwai; and
 - (bb) with other Mandated Iwi Organisations; and
 - (cc) with Te Ohu Kai Moana Trustee Limited; and

LH

- (vi) any changes made under section 18 of the Act to constitutional documents of the Trust or those of its Asset Holding Companies; and
- (b) **Annual Plan:** an annual plan for the next financial year that must include:
 - (i) the objectives of the annual plan;
 - (ii) the policy of the Trust in respect of the sales and exchanges of Settlement Quota; and
 - (iii) any changes in that policy from the policy for the previous year; and
 - (iv) any proposal to change the constitutional documents of any Corporate Entity or Subsidiary that is a fishing company; and
- (c) **Asset Holding Company Annual Report:** In relation to every Asset Holding Company that receives Settlement Quota and Income Shares (or other settlement assets), and in relation to any enterprise established by the Trust under clause 8.2 to conduct fishing operations utilising ACE from the Settlement Quota, to harvest, process or market fish, or be involved in any joint venture for those purposes, (each referred to in this clause 7.2 as an "enterprise") an annual report on:
 - (i) the performance of that enterprise; and
 - (ii) the investment of money of that enterprise; and
 - (iii) the annual plan of that enterprise, including:
 - (aa) the key strategies for the use and development of Ngatiwai's Fisheries Settlement Assets;
 - (bb) the expected financial return on those Fisheries Settlement Assets;
 - (cc) any programme to:
 - (1) manage the sale of ACE derived from the Settlement Quota; or
 - (2) reorganise the Settlement Quota held by that enterprise by buying or selling Quota in accordance with the Act; and
 - (d) any proposal to change the constitutional documents of any Asset Holding Company

7.3 General Meetings of Members of Ngatiwai

- (a) **Annual General Meeting:** Each General Meeting must be:
 - (i) In the case of the first General Meeting, held before the date referred to in clause 4.1; and
 - (ii) no more than 15 months apart.

(b) **Special Meeting:** A General Meeting, called a special meeting, must be convened by the Trustees on the written request of:

(i) the Chairperson of the Trustees (or the Deputy Chairperson if the Chairperson is indisposed); or

(ii) not less than 30% of the Trustees; or

(iii) not less than 10% of the Adult Registered Members of Ngatiwai,

provided that no meeting may be convened to consider:

(iv) disposal of Income Shares (in accordance with section 70 of the Act);

(v) a request to Te Ohiu Kai Moana Trustee Limited to treat Quota as Settlement Quota (in accordance with section 159 of the Act);

(vi) disposal of Settlement Quota (in accordance with section 162 of the Act); and

(vii) a request for rationalisation of Settlement Quota (under section 172(3) of the Act),

unless the Trustees have resolved to:

(viii) seek approval of the Adult Members of Ngatiwai (under section 70 of the Act);

(ix) obtain the approval of the Adult Members of Ngatiwai (under section 159 of the Act);

(x) obtain the prior approval of the Adult Members of Ngatiwai (under section 162 of the Act); or

(xi) obtain the prior approval of the Adult Members of Ngatiwai (in accordance with section 172 of the Act),

as the case may be; and

(xii) the request must state the objects for which the special meeting is required and be signed (including counterparts) by those requesting the Special Meeting; and

(xiii) the special meeting must be held within 30 Working Days from the date the request was received by the Secretary.

(c) **Notice of General Meeting:** Members of Ngatiwai shall be given not less than 20 Working Days notice of a General Meeting (including, to avoid doubt, a meeting to consider the matters in clause 7.2, or any meeting at which any of the matters in paragraphs (iv) to (vii) of clause 7.3(b), or any ratification of, or changes to, this Deed or to amend the constitution of any Asset Holding Company in accordance with the requirements of sections 17 or 18 of the Act (as the case may be), are to be or are actually considered or voted on), in accordance with this Deed and otherwise in accordance with the requirements of the Act.

LH

- (d) **Quorum:** No business shall be transacted at a General Meeting unless a quorum is present. The quorum at a General Meeting is:
- (i) 75% or more of the Trustees; and
 - (ii) 40 Adult Registered Members.
- (e) No business shall be transacted at a Marae Election unless a quorum is present. The quorum at a Marae Election is:
- (i) 50% or more of the Trustees; and
 - (ii) 10 Adult Registered Members.
- (f) **Adjourned meeting:** If a quorum is not present within one hour of the time appointed for the start of a General Meeting, the meeting is to stand adjourned until the same hour at the same place 20 Working Days following the adjournment of that meeting unless the Trustees otherwise determine.
- (g) **Chairperson:** The Chairperson or, if the Chairperson is unavailable, the Deputy-Chairperson, will preside over and have control of every General Meeting. If there is no Chairperson or Deputy Chairperson present at the time appointed for holding a General Meeting, or if either of those persons is unwilling to preside over the meeting, the Trustees present will choose one of their number to substitute as Chairperson for that meeting.

Information must be made available in writing

- 7.4 Information referred to in clause 7.1 must be made available on request in writing by any Member of Ngatiwai.
- 7.5 Any Adult Registered Member may request in writing a copy of the Deed, and a copy will be provided subject to such reasonable charges as the trustees require.

No derogation from purposes

- 7.6 Clause 7 shall not derogate from the provisions of clause 3.4.

8. ASSET HOLDING COMPANY AND FISHING ENTERPRISE

Trust must hold an Asset Holding Company

- 8.1 The Trust must ensure that it has at least one Asset Holding Company and that, to the extent and for so long as required by the Act subject to the proviso in clause 7.3 and the provisions of clause 7.3(g)(ii) and clause 7.3(g)(iii), that Asset Holding Company is wholly owned by the Trust and performs the functions and complies with the requirements set out in sections 16 and 17 of the Act, which at the date of this Deed are that the Asset Holding Company:
- (a) must be and remain wholly owned and controlled by the Trust;
 - (b) must not permit more than 40% of its Directors to be Trustees;
 - (c) must have constitutional documents that have been approved by a simple majority of the Trustees as complying with the requirements of the Act;

- (d) must have constitutional documents that have been ratified by a resolution passed by a majority of not less than 75% of the Trustees, whether or not present at the meeting at which that resolution is proposed;
- (e) must receive and hold, on behalf of the Trust, for so long as they are to be retained, all Settlement Quota and Income Shares allocated by Te Ohu Kai Moana Trustee Limited to, or otherwise acquired by Ngatiwai under the Act;
- (f) must provide dividends solely to the Trust;
- (g) must not undertake fishing or hold a fishing permit;
- (h) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 69 to 72 of the Act;
- (i) must not enter into any transactions relating to or affecting the Settlement Quota it holds unless the Trust has complied with its obligations under this Deed including without limitation clause 7.3 and sections 161 to 176 of the Act;
- (j) in its function of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
- (k) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies;
- (l) may transfer to any such Subsidiary Asset Holding Company established under the preceding clauses:
- (m) any Subsidiary Asset Holding Company established under the preceding clauses:
 - (i) must be and remain wholly owned by the Asset Holding Company that established it;
 - (ii) must receive and hold, on behalf of the Asset Holding Company, Settlement Quota and Income Shares transferred to it by the Asset Holding Company under clause 8.1(f);
 - (iii) must provide dividends solely (but indirectly) to the Trust;
 - (iv) must not enter into any transactions relating to or affecting the Income Shares it holds unless the Trust has complied with its obligation under sections 69 to 72 of the Act;
 - (v) in its functions of receiving and holding Settlement Quota and Income Shares is bound by all the requirements specified for Mandated Iwi Organisations in relation to those matters in the Act;
 - (vi) may establish one or more Subsidiaries to be its Subsidiary Asset Holding Companies which it shall ensure complies with the obligations imposed on it in this clause 8.1; and

LH

(vii) must not undertake fishing or hold a fishing permit,

but the Asset Holding Company and its Subsidiaries may undertake any other activity or hold any other assets.

Establishment of Fishing Enterprise

- 8.2 If the Trust wishes to establish its own fishing operation, utilising ACE from its Settlement Quota, to harvest, process or market fish, or to be involved in a joint venture for those purposes, it must establish an enterprise which is separate from, but responsible to, the Trust to undertake those operations, which must not be the Asset Holding Company or a Subsidiary that receives the Settlement Quota.

Requirements of constitution

- 8.3 The constitution of every Asset Holding Company or Fishing Company or a Subsidiary of any of them must require that Asset Holding Company, Fishing Enterprise or Subsidiary to:
- (a) hold its assets and all accretions to those assets whether of a capital or revenue nature on trust for the benefit of the Charitable Purposes of the Trust, such purposes to be promoted by the payment of dividends or other revenue or capital distributions directly or indirectly to the Trust;
 - (b) present an annual plan and statement of corporate intent to the Trust;
 - (c) report annually to the Trust; and
 - (d) have its accounts audited;

and may provide for the Trust to appoint up to two Trustees as Directors of that Asset Holding Company or Fishing Enterprise or Subsidiary, as the case may be, provided however that at no time may the Trustees comprise more than 40% of the total number of Directors of that Asset Holding Company, Fishing Enterprise or Subsidiary.

Commercial Aquaculture Activities

- 8.4 If the Trust wishes to undertake commercial aquaculture activities (as that term is used in the Māori Commercial Aquaculture Claims Settlement Act 2004), it must establish an enterprise which is separate from, but responsible to, the Trust to undertake those activities, and which may be the Asset Holding Company that receives the Settlement Quota and Income Shares.

9. DISPUTES PROCEDURE

Disputes relating to matters arising under the Act

- 9.1 (a) If any dispute shall arise between Members of Ngatiwai and the Trust, (other than a dispute provided for in clauses 9.1(b) or 9.3), and the parties are unable, within a reasonable time, to resolve the dispute, they must, acting in good faith, endeavour to agree on a process for resolving the dispute. Should the parties fail to reach agreement on the process to resolve a dispute relating to matters arising under the Act, that dispute shall be determined in accordance with Part 5 of the Act.

- (b) Any dispute of a general nature, being a dispute not covered by Part 5 of the Act, shall be referred to mediation, by a mediator to be agreed by the disputing parties, or failing agreement within 10 Working Days, to be appointed by the Registrar of the Maori Land Court or its successor. Should the matter not be resolved by mediation then the Trustees shall reconsider the decision, however any such re-consideration shall then be binding upon the parties.

- 9.2 The provisions of clause 9.1 shall not derogate from the rights or obligations of the Trust or any Member of Ngatiwai pursuant to the Trustee Act 1956 or any other Act or provision of law or equity.

Registration Disputes

- 9.3 If the Trustees shall make a decision under clause 5.7 to either not register a person or to remove a person from the Members' Register, they must:

- (a) refer the matter for recommendation to a Roopu Kaumatua Kua, appointed by the Trustees under this clause and comprising three Ngatiwai kaumatua whom the Trustees consider are mature persons or elders knowledgeable in Ngatiwai whakapapa and recognised as such by Members of Ngatiwai;
- (b) consider the recommendation of the Roopu Kaumatua Kua under clause 9.3(a) and any determination of the Roopu Kaumatua Kua made pursuant to a request under clause 5.6(d); and
- (c) notify the person concerned of their decision, and, if requested by that person, of the principal reasons for that decision.

- 9.4 If the person concerned disputes that decision, that person may exercise their rights under section 180(1)(m) of the Act.

Proceedings of the Roopu Kaumatua Kua

- 9.5 The Roopu Kaumatua Kua shall provide the person concerned, and any representative that person appoints the opportunity to attend a meeting of the Roopu Kaumatua Kua and present the applicant's account of why he or she should be registered or remain, on the Members' Register, as the case may be. Members of the Roopu Kaumatua Kua shall have the discretion to take into account their own knowledge and such other matters as the Roopu Kaumatua Kua considers will assist it in making a determination. The Roopu Kaumatua Kua must also inform the person concerned of those other matters and take into account any submissions or information provided by that person on those matters.

Determination

- 9.2 The determination of the Trustees on the registration of the person concerned shall be final and binding on that person and the Trust, subject to the provisions of section 180(1)(m) of the Act.

10. WINDING UP OF TRUST

- 10.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more charitable bodies in

New Zealand for Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that:

- (a) any such vesting must comply with the Act;
- (b) a resolution supporting the winding up proposal and the terms of it must be put and passed by a majority of 75% at a General Meeting in accordance with clause 6.1(a)(vii) and clause 7.3; and
- (c) If the Trust is incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

11. ALTERATION OF TERMS OF DEED

Changes to the Deed

11.1 The Trustees have power to amend, revoke or add to the provisions of the Deed provided that:

- (a) no amendment may be inconsistent with the Act;
- (b) no amendment may be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngatiwai if the amendment relates to any matter provided for, by or under the Act, unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;
- (c) an amendment may only be promoted if a resolution that the amendment is a resolution for the collective benefit of all Members of Ngatiwai is put and passed at a General Meeting in accordance with clause 6.1(a) and clause 7.3;
- (d) notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to an income tax exemption under the Income Tax Act 2004 in respect of income derived by it. Prior to any resolution to amend this Deed being placed before Members of Ngatiwai, competent advice shall be obtained by the Trustees confirming that the proposed amendments will not jeopardise the charitable status of the Trust or its entitlement to an income tax exemption on income derived by it.

Changes to constitutions of Corporate Entities

11.2 To the extent any proposal for the amendment of the constitutional documents of the Asset Holding Company relates to a matter provided for in the Act, such amendment:

- (a) must not be made earlier than two years after the date on which the Trust is recognised by Te Ohu Kai Moana Trustee Limited as the Mandated Iwi Organisation for Ngatiwai unless the amendment is required as a consequence of a rule made or amended under section 25 of the Act;

- (b) must be consistent with the Act;
- (c) may only be promoted if the amendment is put and passed at a General Meeting in accordance with clause 6.1(a) and clause 7.3
- (d) must not amend the requirement in clause 8.3(a) in a manner which would jeopardise the charitable status of a Corporate Entity.

11.3 Any Adult Member of Ngatiwai (including a Trustee) may put forward in writing proposals for changes to this Deed for consideration by the Trustees and the Trustees shall consider that proposal where they are satisfied that, in accordance with clause 5.5, the person is a Member of Ngatiwai.

Notification to Members of Ngatiwai

11.4 Any amendment or proposal under clauses 10, 11 or 12 must be notified to Members of Ngatiwai in the Trust's next communication to them.

12. RESETTLEMENT

Power to resettle

12.1 The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Members of Ngatiwai, the whole or any portion or portions of the capital or income of the Trust Fund provided that:

- (a) any such settlement or resettlement affecting assets subject to the Act, and excluding General Assets, must comply with the Act;
- (b) the resettlement is upon trust for the benefit of all Members of Ngatiwai;
- (c) the resettlement may only be promoted if a resolution supporting it is put and passed at a General Meeting in accordance with clause 6.1(c) and clause 7.3;
- (d) the resettlement is upon trusts for Charitable Purpose.

Perpetuities

12.2 Any settlement or resettlement under clause 12.1 must not transgress the rule against perpetuities as it applies to the Trust.

13. LIABILITY AND INDEMNITY

13.1 No Trustee shall be personally liable for any loss to the Trust Fund which is not attributable to that Trustee's own dishonesty or wilful commission (or omission) of any act known or ought to have been reasonably known, by that Trustee to be a breach of trust. No Trustee shall be required to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

13.2 Each Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability which the Trustee may incur in any way arising from or in connection with that Trustee acting as a Trustee of the Trust, provided such liability

is not attributed to the Trustees own dishonesty or the wilful commission (or omission) by that Trustee of any act known or ought to have been reasonably known by that Trustee, to be a breach of trust.

LH

SIGNATURE

Laly Haddon by:

and witnessed by:

Laly Haddon

Signature of trustee

LALY PARSONAGE HADDON

Name of trustee

[Signature]

Signature of witness

NTB Trustee

Occupation

Whangarei

City/town of residence

Mark McMath by:

and witnessed by:

M.A. McMath

Signature of trustee

Mark ANTHONY MC MATH

Name of trustee

[Signature]

Signature of witness

NTB Trustee

Occupation

Whangarei

City/town of residence

Christina Merepeka Henley by:

and witnessed by:

Christina Henley

Signature of trustee

Merepeka Merepeka Christina Henley

Name of trustee

[Signature]

Signature of witness

DEVELOPER

Occupation

WHANGAREI

City/town of residence

L.H.

Himiona Munro by:

and witnessed by:

Himiona

Signature of trustee

Himiona Peter Munroe

Name of trustee

[Signature]
Signature of witness

WALTON
Occupation

WHANGAREI
City/town of residence

Henry Murphy by:

and witnessed by:

[Signature]
Signature of trustee

HENRY BERTIE PURCELL
Name of trustee
MURPHY.

[Signature]
Signature of witness

WALTON
Occupation

WHANGAREI
City/town of residence

Elvis Reti by:

and witnessed by:

Elvis Reti

Signature of trustee

ELVIS RETI

Name of trustee

Himiona
Signature of witness


NTB Trustee
Occupation


Whangarei
City/town of residence

LH

Phillip Wellington by:

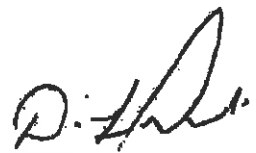
and witnessed by:



Signature of trustee
Phillip Wellington
Name of trustee


Signature of witness
WALTON
Occupation
Wanganui
City/town of residence

Donna Tamaki by:


and witnessed by:



Signature of trustee
DONNA TAMAKI
Name of trustee


Signature of witness
Community Worker
Occupation
Whangarei
City/town of residence

Grant Pirihl by:


and witnessed by:



Signature of trustee
GRANT PIRIHl
Name of trustee


Signature of witness
WALTON
Occupation
Wanganui
City/town of residence

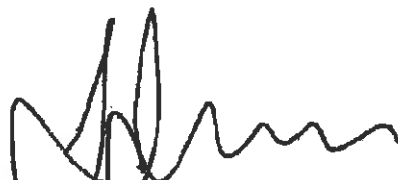
LH


Alan Moore by:
and witnessed by:


Signature of trustee
Alan James Moore
Name of trustee

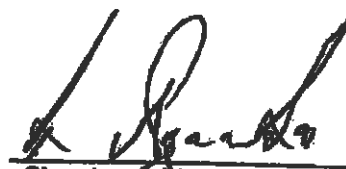

Signature of witness
NTB Trustee
Occupation
Whangarei
City/town of residence


Loma Cleave by:
and witnessed by:


Signature of trustee
Loma Cleave
Name of trustee


Signature of witness
NTB Trustee
Occupation
Whangarei
City/town of residence

Taleha Rodney Ngawaka by:
and witnessed by:


Signature of trustee
Rodney Ngawaka
Name of trustee


Signature of witness
WELDER
Occupation
WHANGAREI
City/town of residence

LH

Kathy Pita by:

and witnessed by:

Kathy Pita
Signature of trustee
Kathy Pita
Name of trustee

A Williams
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

^{NTB}
Makere Lawrence-Bade by:

and witnessed by:

Makere Lawrence-Bade
Signature of trustee
MAKERE LAURENCE-BADE
Name of trustee

A Williams
Signature of witness

NTB Trustee
Occupation

Whangarei
City/town of residence

LH

SCHEDULE 1
PART A: Election Processes

Election of Trustees

1. Subject to clause 4.1 of this Deed which provides for the appointment of the first Trustees, any subsequent Trustees shall be elected by Adult Members of Ngatiwai in accordance with this Deed.
2. Trustees must arrange and conduct Marae Elections to ensure that 14 Trustee positions must be filled in accordance with this Schedule 1 as to ensure that:
 - (a) the first Marae Elections must be completed prior to the date laid down in clause 4.1 of this Deed to allow the newly elected Trustees to take office from that date;
 - (b) the first Trustees (being the 14 signatories to this Deed) will stand down and Marae Elections shall be held to fill the thirteen vacancies at General Meetings constituted, inter alia, for the purpose of Marae Elections;
 - (c) the first Trustees may stand for election in the first Marae Elections if they so choose (subject to the rule in clause 4.2 of this Deed);

Marae Elections

3. Each Marae shall hold a Marae Election to elect a Trustee.
- 3.1 The Trust must determine in consultation with the Marae, a date or a specified time within which each Marae must hold its Marae Election, provided that no Marae Election may be held no later than 10 Working Days before the annual General Meeting of Ngatiwai. The Trust must ensure that the Marae holds its Marae Election at that date or within that specified time period.
- 3.2 The Trust must ensure that the notice procedures for each Marae Election must comply with paragraph 14 of this Schedule 1 and the Act.
- 3.3 Each Adult Member of Ngatiwai shall be eligible to vote in the Marae Election held on behalf of the Marae to which they have affiliated in accordance with clauses 5.1(a)(v) and 5.5(b).
- 3.4 In any election of Trustees, Adult Members of Ngatiwai may only exercise one vote for their chosen nominee in the Marae Election held on behalf of the Marae to which they have affiliated in accordance with clauses 5.1(a)(v) and 5.5(b).
- 3.5 The highest polling nominee eligible for election for each Marae shall be elected as a Trustee for that Marae.
- 3.6 Where a Trustee has been elected in a manner inconsistent with the Act that Marae Election shall be deemed to be invalid and another Marae Election must be held in accordance with this Deed.
- 3.7 Should for any reason a Marae be removed from Schedule 2, Adult Members of Ngatiwai affiliating to that Marae must have the opportunity to select another Marae

LH

to which they affiliate, for voting purposes (subject to the rule in clause 5.11 of this Deed).

Alternates

4. Each Marae is further entitled to elect one Alternate at the Marae Election (held in accordance with paragraph 3 of this Schedule), who shall be the next highest polling nominee eligible for election (after the nominee who is elected as Trustee) for that Marae. Should there not be sufficient nominees to make an appointment of Alternate, the position shall not be filled.
- 4.1 An Alternate may exercise the powers of a Trustee should a Trustee be unable for any reason to undertake their duties, but such exercising of Trustee powers ceases upon the resumption of duties of the Trustee concerned.

Extraordinary Vacancy

5. Should an extraordinary vacancy in the office of Trustee occur as a result of any of the matters in clause 4.2(b) to 4.3(h) of this Deed then that vacancy shall be filled by the Alternate elected for that Marae (for which the vacancy has occurred) in accordance with paragraphs 3 of this Schedule 1. If the Marae (for which the vacancy has occurred) does not have an Alternate the extraordinary vacancy must be filled as soon as practicable by a Marae Election held in accordance with this Schedule 1.

Obligations of Trustees

6. Notwithstanding the fact that Trustees are appointed on a Marae basis, all Trustees represent all the Members of Ngatiwai irrespective of where those Members reside, and are subject to all other Trustee obligations that arise at law.

Time of Elections

7. The Trustees must arrange and conduct an election of Trustees in accordance with the electoral provisions set out in this Deed at such times as shall ensure that no person who is an elected Trustee shall hold office for a period longer than 3 years without facing re-election.

Results of Marae Elections

8. Each Marae must notify the Trust in writing of the results of their Marae Election for Trustee (and if relevant, an Alternate), immediately after such results are known. The Trust will prepare these results for announcement of the new Trustees at its annual General Meeting.

Eligible voters

9. All Adult Members of Ngatiwai shall be eligible to vote in the Marae Election held on behalf of the Marae to which they have affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) and any votes cast shall be received:
 - (a) by Voting Paper (not proxy) at a General Meeting constituted, inter alia, for the purpose of a Marae Election; and

LH

- (b) by Voting Paper received by post or facsimile before 5pm on the Working Day prior to the General Meeting constituted, inter alia, for the purpose of a Marae Election.
10. All Adult Members shall be eligible to vote on any resolution required by 6.1(a) and 6.1(b) of this Deed and any votes cast shall be received:
- (a) by Voting Paper (not proxy) at a General Meeting; and
- (b) by Voting Paper received by post or facsimile before 5pm on the Working Day prior to the General Meeting.
11. In the absence of any process adopted by the Trustees to the contrary any vote cast under 6.1(c) shall be cast by a show of hands at the General Meeting. However those exercising such a vote may be called upon by the Trustees to prove their affiliation to Ngatiwai and provide evidence that they are over 18 years of age in any such vote.

Nominations for Trustee

12. The Trust must, no later than 35 Working Days prior to a Marae Election, publicly notify Adult Members of Ngatiwai that nominations for the position of Trustee may be lodged. Any such nomination must include the written signature of both the candidate and the nominator and may not be withdrawn after it has been received. The nomination must:
- (a) contain details of the nominee's full name, address and contact number;
- (b) include a declaration signed by the nominee that declares that the nominee is not a person who is precluded from holding office as a Trustee on the basis of one or other of these matters specified in clause 4.2 of the Deed;
- (c) be accompanied by a brief statement containing details of experience and objectives relevant to the position of Trustee.
- (d) include the name of the Marae to which the candidate is affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) and on whose behalf the candidate intends to stand; and
- (e) be endorsed by the Chairperson of the Marae referred to in paragraph 10(d).

Time for Nominations

13. Nominations for the position of Trustee may only be made by Adult Registered Members who are affiliated in accordance with clauses 5.1(a)(v) and 5.5(b) to the Marae on whose behalf the Marae Elections are being held and nominations must be received at the office of the Trust no later than 25 Working Days before the Marae Election is to be held, and
- (a) in the event that there is only one nomination eligible for election received for the position of Trustee for any of the Marae, the nominee for that Marae shall be deemed to be elected under the provisions of this Schedule 1 from the date of the General Meeting constituted, inter alia, for the purpose of a Marae Election;

- (b) in the event that there are no nominees received for Trustee for any Marae further nominations must be called for until the number of nominees is at least equal to the number of vacancies for Trustee for any Marae.

PART B: All Votes

Notice of Voting and General Meeting

14. Any vote taken under clause 6.1(a) and 6.1(b) of this Deed or for Marae Elections must be publicly notified not less than 20 Working Days before the date of the vote. If the vote is to be at a General Meeting, the notice procedures must comply with those specified in the Act, which at the date of this Deed are:
- (c) Public Notice that includes:
- (i) the date, time, venue and agenda of the General Meeting, the place where explanatory documents may be viewed or obtained, and any other information specified in the Act;
 - (ii) where relevant, advice that a vote is to be taken to ratify or amend the constitutional documents of the Trust;
 - (iii) advice on the method by which the vote will be counted, and
 - (iv) where relevant, the matter or issues on which the vote is to be taken; and
- (b) Private Notice to every Adult Registered Member of Ngatiwai who has requested such from the Trust in writing, that gives:
- (i) the information in the preceding sub-paragraph of this Schedule;
 - (ii) a copy of the Voting Paper; and
 - (iii) the address and return date for the Voting Paper.
- (c) Private Notice to every Adult Registered Member of Ngatiwai if there is to be a vote taken to ratify the constitutional documents of the Mandated Iwi Organisation that gives the information in paragraphs 14(a)(i) to (iii) and 14(b)(i) to (iii).

Valid votes

15. The conduct of a vote of Adult Members of the Ngatiwai at every General Meeting (including for Marae Elections) taken under clause 6.1(a) and 6.1(b) of this Deed must provide that:
- (a) in order for a vote to be validly cast, the person casting it must:
- (i) where the person is an Adult Registered Member at the time his or her vote was cast; or
 - (ii) where the person is not registered at the time of the vote, also complete a Registration Form which shall be attached to and form part of the Voting Paper; and

- (b) no vote cast under paragraph 9 of this Schedule 1 shall be finally counted unless the details provided on the Voting Paper (except the ancillary information) are correct and the affiliation of the voter to Ngatiwai has been confirmed either:
- (i) because that person is an Adult Registered Member at the time they cast their vote; or
 - (ii) if that person has applied at the time that their vote was cast, to become an Adult Registered Member, because their registration was accepted in accordance with clause 5.6.

except that a provisional result, disclosing the number of such persons and counting their votes for provisional purposes only may be declared at any time.

Secret Ballots

16. All Votes cast under clause 6.1(a) and 6.1(b) and cast in Marae Elections shall be conducted so as to ensure that:
- (a) the manner in which a vote is cast shall be known to the returning officer or persons assisting the returning officer, but not to others;
 - (b) that the returning officer and those persons shall undertake to keep that information confidential; and
 - (c) that the Voting Papers are destroyed by the returning officer after the date of completion of the final count under clause 15(b), plus a period of one month thereafter.

ATTACHMENT FOUR

Notice of Election of Trustees



Under the Ngātiwai Trust Deed notice is hereby given that on Monday 10 February 2014 elections will be held for the fourteen (14) Marae trustees of the Ngātiwai Trust Board.

NOMINATIONS

Nominations must be made on the official nomination form available:

- at the Ngātiwai Trust Board office - 129 Port Road, Whangarei
- by accessing www.ngatiwai.iwi.nz
- by telephoning 0800 922 822

To be eligible, nominations must:

- be registered adult members of the Ngātiwai Trust Board
- be in writing and signed by the nominator and the nominee
- contain the nominee's full name, address and contact details
- include a declaration that the nominee is not precluded from holding office as a trustee:
 - (i) is of sound mind;
 - (ii) is **not** a person whose affairs are subject to the Protection of Personal and Property Rights Act 1988;
 - (iii) if fit and able to act as a Trustee;
 - (iv) is **not** an undischarged bankrupt or the subject of other conditions imposed under the Insolvency Act 2006;
 - (v) has **never** been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961;
 - (vi) has **never** been convicted of an offence under section 373(4) of the Companies Act 1993;
 - (vii) is **not** a person disqualified from being registered as an officer in accordance with section 16 of the Charities Act 2005.
- be accompanied by a brief statement containing details of experience and objectives relevant to the position of trustee
- include the name of the Marae to which the nominee is affiliated and on whose behalf the nominee intends to stand
- be endorsed by the Chairperson of the Marae

Completed nominations can be lodged at the Ngātiwai Trust Board office - 129 Port Road, Whangarei or posted to The Returning Officer, Independent Election Services Ltd, PO Box 5135, Wellesley Street, Auckland 1141 in time to be received no later than **5 pm Friday 13 December 2013**.

NOTE: nominations cannot be withdrawn once submitted.

16 November 2013

Dale Ofoske, Returning Officer
Independent Election Services Ltd

NZ Herald + Northern Advocate



(administrator)

Edit Item

- Save & Close
- Save & New
- Save
- Cancel

Toggle sidebar

Title Ngatiwai Trust Board Motairehe Marae Trustee By-Election - Please see attached advert and time

Title alias (URL) motairehe-by-election

Category Latest

Tags
Write a tag and press "return" or "comma" to add it.

Featured No Yes

Published No Yes


Content Image Image gallery Media Extra Fields Attachments

[Toggle Editor]

Font family Font size Paragraph Styles



Notice of Election of Trustee



Under the Ngatiwai Trust Deed, and as a result of an extraordinary vacancy, notice is hereby given that on Friday 6 June 2014 a by-election will be held for one (1) Motairehe Marae trustee.

NOMINATIONS

Nominations must be made on the official nomination form available:

- at the Ngatiwai Trust Board office - 129 Port Road, Whangarei

Item ID	130
Published	Yes
Featured	No
Created date	Monday, 07 April 2014 12:52 *
Created by	Administrator
Modified date	Tuesday, 08 April 2014 07:49 *
Modified by	moana
Hits	598 <input type="button" value="Reset"/>
Rating	0 votes <input type="button" value="Reset"/>

Author publishing status

Language	All
Author	Administrator Change (index.php?option=com_k2&view=users&task=element&tmpl=core)
Author alias	
Access level	Public
Creation date	2014-04-07 12:52:48 <input type="button" value="Reset"/>
Start publishing	2014-04-07 12:52:48 <input type="button" value="Reset"/>
Finish publishing	<input type="button" value="Reset"/>

Metadata information

Item view options in category listings

Item view options

Path: p » Img

Words: 0

- Article (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=articles&layout=modal&tmpl=component&d80388dc7e436810ceddeed2a5d02d5=1)
- Image (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_media&view=images&tmpl=component&a_name=text&asset=com_k2&author=)
- Page Break (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=article&layout=pagebreak&tmpl=component&a_name=text)
- Read More (<http://www.ngatiwai.iwi.nz/administrator/#>)
- RokGallery (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_rokgallery&view=gallerypicker&tmpl=component&textarea=text)

ATTACHMENT FIVE

Notice of Election of Trustees



Under the Ngātiwai Trust Deed notice is hereby given that the following persons have been nominated as Trustees to the Ngātiwai Trust Board:

Matapouri (one vacancy)

KEREPETI-EDWARDS, Aperahama
MACDONALD, Kristan John

Mokau (one vacancy)

HAIKA, Hepi Rongopai
HOUGHTON, Evelyn Roimata Mina
THOMPSON, Max Calvert Lewis

Oakura (one vacancy)

MURPHY, Henry Bertie Purcell
STONE, Petina Ann

Otetao (one vacancy)

MCCARTHY, Winston
RETI, Gary Brian

Takahiwai (one vacancy)

NAMANA, Leonard Mark
PIRIHI, Ngawaka Haswell Grant

Tuparehuia (one vacancy)

GREEN, Carl Robert
PITA, Kathy

Whananaki (one vacancy)

MOORE, Allan John
WAETFORD, Isha Capri
WALTERS, Joeann Leah
WIKI, Yvonne Jewel

As there are more candidates than there are vacancies to be filled for each of the above, elections will be held between the listed candidates on Monday 10 February 2014 under the First Past the Post electoral system by postal voting.

Elections not required

As there was only one nomination received for one vacancy for each of the following marae, no election is required and the respective candidate is declared elected unopposed:

Kawa - Phillip NGAWAKA

Motairehe - Andrea Jill MUNRO

Ngaiotonga - Merepeka HENLEY

Ngunguru - Michael RUNDLETT

Omaha - Annette Moana BAINES

Punaruku - Haydn Thomas EDMONDS

Calling for further nominations

As there were no nominations received for **Pataua Marae**, the nomination period for this marae will be extended to Friday 24 January 2014.

Nomination forms are available at the Ngātiwai Trust Board office, 129 Port Road, Whangarei, by accessing www.ngatiwai.iwi.nz or calling 0800 922 822.

Voting papers

Voting papers have been posted to eligible voters for the Ngātiwai Trust Board. Votes can be returned by post using the freepost envelope provided, and must be received by the Returning Officer no later than 5pm Monday 10 February 2014.

Special voting

Special votes are available to eligible voters who have lost, damaged or not received their ordinary voting papers and can be requested by phoning 0800 922 822.

Dale Ofsoske, Returning Officer, Independent Election Services Ltd



(/administrator)

Edit Item

- Save & Close
- Save & New
- Save
- Cancel

Toggle sidebar

Title

Title alias (URL)

Category

Tags

Write a tag and press "return" or "comma" to add it.

Featured No Yes

Published No Yes

Content Image Image gallery Media Extra Fields Attachments

Item ID	129
Published	No
Featured	No
Created date	Monday, 07 April 2014 09:36
Created by	moana
Modified date	Never
Modified by	
Hits	195 <input type="button" value="Reset"/>
Rating	0 votes <input type="button" value="Reset"/>

Author publishing status

Language

Author

Author alias

Access level

Creation date

Start publishing

Finish publishing

[Toggle Editor]

Font family



As at close of nominations Friday 4th April 2014, 5pm only 1 nomination was received for the position of Trustee for Pataua Mārae.

Hori P Mahanga is now elected as the Ngatiwai Trust Board Trustee for Pataua Mārae.

Metadata Information

- Item view options in category listings
- Item view options

Path: p

Words: 36

Article (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=articles&layout=modal&tmpl=component&02e93e90c78ff6971f0e7c33052c378=1)

Image (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_media&view=images&tmpl=component&e_name=text&asset=com_k2&author=)

Page Break (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=article&layout=pagebreak&tmpl=component&e_name=text)

Read More (<http://www.ngatiwai.iwi.nz/administrator/#>)

RokGallery (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_rokgallery&view=gallerypicker&tmpl=component&textarea=text)

From: Craig Warne [mailto:craig.warne@electionservices.co.nz]
Sent: Monday, 10 February 2014 5:33 p.m.
To: Jim Smillie
Cc: Dale Ofsoske
Subject: Election Results

Hi Jim,

We have a set of final results for the Ngatiwai Trust Board elections, which closed at 5pm today.

The official result sheets for each marae and the final return statistics are attached.

In summary, the successful candidates are as follows:

- Matapouri Kristan John Macdonald
- Mokau Max Calvert Lewis Thompson
- Oakura Henry Bertie Purcell Murphy
- Otetao Gary Brian Reti
- Takahiwai Ngawaka Haswell Grant Pirihi
- Tuparehuia Rihi Ngaroimata Kathleen Pita
- Whananaki Isha Capri Waetford

We'll be in touch to discuss public notification of the results.

Kind regards,

// Craig Warne

Business Development Manager



T +64 9 973 5212

M +64 27 655 3290

W www.electionservices.co.nz

PO Box 5135, Wellesley Street, Auckland 1141, New Zealand
Level 2, 198 Federal Street, Auckland New Zealand

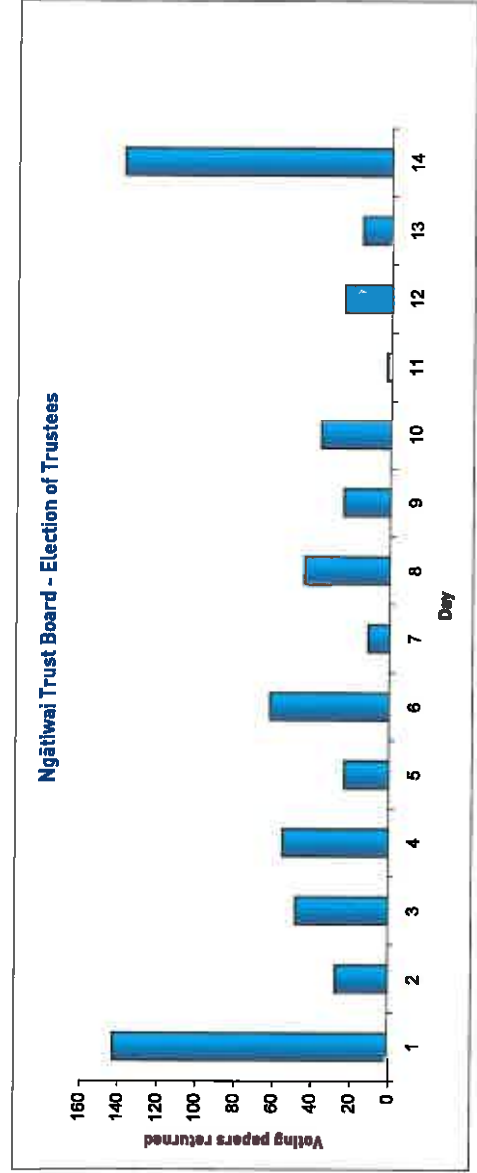


**Election of Trustees
10 February 2014**

Voting paper returns

Voting papers issued: **1,795**

Marae	20-Jan	21-Jan	22-Jan	23-Jan	24-Jan	28-Jan	29-Jan	30-Jan	31-Jan	3-Feb	4-Feb	5-Feb	7-Feb	10-Feb
Matapouri	38	1	19	4	2	22	2	4	1	5	0	4	1	42
Mokau	21	14	5	3	3	9	3	9	2	5	1	8	4	14
Oakura	10	0	6	21	3	11	4	4	0	0	0	0	3	24
Otetao	24	2	5	4	3	2	0	9	2	4	0	5	1	16
Takahiwai	13	4	3	5	4	4	0	0	0	0	0	0	0	3
Tuparehuia	11	3	4	10	2	3	2	9	9	5	0	0	2	4
Whananaki	26	3	6	8	6	11	0	9	10	17	1	7	4	36
Daily Total	143	27	48	55	23	62	11	44	24	36	2	24	15	139
Accum Total	143	170	218	273	296	358	369	413	437	473	475	499	514	653
Daily %	8.0%	1.5%	2.7%	3.1%	1.3%	3.5%	0.6%	2.5%	1.3%	2.0%	0.1%	1.3%	0.8%	7.7%
Accum %	8.0%	9.5%	12.1%	15.2%	16.5%	19.9%	20.6%	23.0%	24.3%	26.4%	26.5%	27.8%	28.6%	36.4%





(/administrator)

Edit Item

- Save & Close
- Save & New
- Save
- Cancel

Toggle sidebar

Title Ngatiwai Trustees election results release

Title alias (URL) media-release

Category Latest

Tags

Write a tag and press "return" or "comma" to add it.

Featured No Yes

Published No Yes

Content Image Image gallery Media Extra Fields Attachments

Item ID 113

Published No

Featured No

Created date Tuesday, 11 February 2014 10:40

Created by Administrator

Modified date Tuesday, 11 February 2014 18:15

Modified by moana

Hits 228

Rating 0 votes

Author publishing status

Language All

Author Administrator [Change \(index.php?option=com_k2&view=user&task=element&tmpl=core\)](#)

Author alias

Access level Public

Creation date 2014-02-11 10:40:36

Start publishing 2014-02-11 10:40:35

Finish publishing

Metadata Information

Item view options in category listings

Item view options

[Toggle Editor]

Paragraph Styles

Font family Font size

The Ngatiwai Trust Board (NTB) has today been advised by Election Services of the results of its Trustees elections which was held last week.

There are two changes and these are at Mokeu marae and Whananaki marae.

Max Thompson is the new trustee at Mokeu marae and Isha Waitford replaces the long-standing Allan Moore at Whananaki marae.

The successful candidates are as follows:

- Matapouri - Kristen John MacDonald
- Mokeu - Max Thompson
- Oakura - Henry Bertie Purcell Murphy
- Orotao - Gary Brian Reid
- Takahawai - Ngawaka Haswell Grant Pirih
- Tuparehua - Rihl Ngarokmeta Kathleen Pita
- Whananaki - Isha Ceprl Waitford

Ngatiwai Trust Board thanks the outgoing Trustees for their services and welcomes on board the new Trustees.

The first meeting of the Trustees for 2014 will be held on 28th of February.

Path: p

Words: 134

- Article (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=articles&layout=modal&tmpl=component&d80368dc7a#36810caddeed2a5d02d5=1)
- Image (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_media&view=images&tmpl=component&e_name=text&asset=com_k2&author=)
- Page Break (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=article&layout=pagebreak&tmpl=component&e_name=text)
- Read More (<http://www.ngatiwai.iwi.nz/administrator/#>)
- Rok Gallery (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_rokgallery&view=gallerypicker&tmpl=component&textarea=text)

ATTACHMENT SIX

Notice of Trustee By-Election



Under the Ngātiwai Trust Deed, and as a result of an extraordinary vacancy, notice is hereby given that the following persons have been nominated for one Trustee to the Ngātiwai Trust Board (Motairehe Marae):

CLEAVE, Martin John
MUNRO, Andrea Jill

As there are more candidates than there are vacancies to be filled, a by-election will be held between the listed candidates on Friday 6 June 2014 under the First Past the Post electoral system by postal voting.

Voting papers

Voting papers will be posted to eligible voters for the Motairehe Marae from Thursday 8 May 2014. Votes can be returned by post using the freepost envelope provided, and must be received by the Returning Officer no later than 5pm Friday 6 June 2014.

Special voting

Special votes are available to eligible voters who have lost, damaged or not received their ordinary voting papers and can be requested by phoning 0800 922 822.

Dale Ofoske, Returning Officer, Independent Election Services Ltd

Phone 0800 922 822

www.ngatiwai.iwi.nz

7 May 2014 NZ Herald + Barrier Bulletin
15 May 2014



(administrator)

Edit Item

Save & Close Save & New Save Cancel

Toggle sidebar

Title Motairhe Marae Trustees Results

Title alias (URL) motairhe-marae-trustee-results

Category Latest

Tags
Write a tag and press "return" or "comma" to add it.

Featured No Yes

Published No Yes

Content **Image** **Image gallery** **Media** **Extra Fields** **Attachments**

Item ID 137

Published Yes

Featured No

Created date Friday, 06 June 2014 19:21

Created by Administrator

Modified date Never

Modified by Never

Hits 85 [Reset](#)

Rating 0 votes [Reset](#)

Author publishing status

Language All

Author Administrator [Change \(index of options.com_k2&view=users&task=select&tmpl=comp...\)](#)

Author alias

Access level Public

Creation date 2014-06-06 19:21:25

Start publishing 2014-06-06 19:21:25

Finish publishing

[Toggle Editor]

Font family Font size Paragraph Styles



At the close of voting at 5pm on Friday 6 June 2014, the Returning Officer, Dale Ofsoske of Independent Election Services Ltd has advised that:

Andrea Munro has the highest number of votes and therefore becomes the Trustee, with Martin Claave becoming the Alternate Trustee for the Motairhe Marae.

Metadata information

Item view options in category listings

Item view options

Path: p Words: 47

- Article (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=articles&layout=modal&tmpl=component&56e51083044765de998e2497042ddb=1)
- Image (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_media&view=images&tmpl=component&e_name=text&asset=core_k2&author=)
- Page Break (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_content&view=articles&layout=pagebreak&tmpl=component&e_name=text)
- Read More (http://www.ngatiwai.iwi.nz/administrator/#)
- RokGallery (http://www.ngatiwai.iwi.nz/administrator/index.php?option=com_rokgallery&view=gallerypicke&tmpl=component&textarea=text)

ATTACHMENT SEVEN



NGĀTIWAI TRUST BOARD

Seeks applications from suitably qualified and experienced persons for the position of:

Treaty Claims Manager

This is a 1 year fixed term, full time (i.e.: 40 hours per week), contract reporting directly to the Acting Chief Executive Officer, and will be accountable to a Treaty Claims Sub-committee of the Board.

The Claim's Manager will need to act in the best interests of the Trust Board at all times. The position will be based in Whangarei.

The purpose of this position is to progress the Board's Treaty Claims towards settlement and to manage the Treaty Claims Unit (if applicable).

The successful applicant will need to have the skills and experience detailed in the person specification, and ideally hold a relevant tertiary qualification, have excellent communication skills both written and oral and be experienced and have a successful track record in project management and iwi development. Knowledge of Te Reo and Tikanga Māori as well as Ngātiwai tribal history are also highly desirable. The role will be hands on and self managing at times, and high level, strategic and influential at other times. You must be highly reliable, have very clear bureaucratic processes and be able to act impartially.

For a job description, person specification and application form, please contact Moana MacDonald on (09) 430 0939 ext 206 or go to www.ngatiwai.iwi.nz. To be considered for this job you will need to be eligible to work in New Zealand and be prepared to undergo a police check.

Please submit your completed application form and CV accompanied by a covering letter detailing how your skills and experience relate to the skills and experience required for the position to The Acting Chief Executive, Ngātiwai Trust Board, PO Box 1332, Whangarei 0140 by 5:00pm on 14 September 2012.



**NGĀTIWAI TRUST BOARD
TREATY CLAIMS MANAGER
JOB DESCRIPTION/PERSON SPECIFICATION**

JOB DESCRIPTION

Job Title: TREATY CLAIMS MANAGER

Tenure: Permanent.

Responsible to: Acting Chief Executive Officer, Ngātiwai Trust Board.

Accountable to: The Ngātiwai Trust Board Treaty Claims Subcommittee

Purpose of the Position:

- ❖ To progress the Boards Treaty Claims towards settlement and manage the Ngātiwai Trust Board Treaty Claims Unit.

Key Position Accountabilities:

- ❖ To facilitate a robust settlement process of Ngātiwai Historical Treaty Claims by the end of the contracted term.
- ❖ To build effective/positive relationships with Ngātiwai Historical Treaty trustees, marae, claimants under WAI244 and beneficiaries by the end of the contracted term.
- ❖ To plan, organise, lead and control the Treaty Claims process.
- ❖ To facilitate selection of a negotiations team and obtain mandate for the Ngātiwai Trust Board to settle the remaining Ngātiwai Historical Treaty claims.
- ❖ To comply with all statutory requirements throughout the mandating process.
- ❖ To ensure effective fiscal management of the Board's allocated Treaty Claim's budget.
- ❖ To employ and manage staff in the Treaty Claims Unit as directed by the Acting CEO.
- ❖ To provide regular reports to the CEO and Board on progress.
- ❖ To work in the best interests of Ngātiwai Trust Board at all times.

Authorities: This position has the following delegated authority:	
Direct Reports (if applicable): Treaty Claims Unit	Budget Accountability (if applicable): As delegated by the CEO & Board.

Relationships:		
External	Internal	Committees/Groups
<ul style="list-style-type: none"> ▪ The Board's Counsel ▪ Office of Treaty Settlements ▪ Ministers ▪ Local Council ▪ Government Agencies ▪ Te Puni Kōkiri ▪ Other iwi, hapū and individual claimant groups ▪ The Media ▪ Marae 	<ul style="list-style-type: none"> ▪ Chairman of the Board ▪ CEO ▪ Other Ngātiwai Staff ▪ The Trust Boards' Treaty Subcommittee 	<ul style="list-style-type: none"> ▪ DHB Strategy Group ▪ Others as directed by the CEO

PERSON SPECIFICATION

Education & Qualifications	Essential	Desired
Qualification	<ul style="list-style-type: none"> • A relevant tertiary qualification 	<ul style="list-style-type: none"> • A tertiary qualification in Management, Māori development to Masters level
Personal Qualities	<ul style="list-style-type: none"> ▪ Credibility ▪ Resilient and copes with stress well ▪ Integrity ▪ Reliable ▪ Good organisational practice ▪ Flexible to get the job done 	<ul style="list-style-type: none"> ▪ Confident leader in Ngātiwai or other ▪ Good understanding of Te Reo and Tikanga ▪ Developed Māori networks ▪ Good understanding of current iwi political and structural systems
Work Experience	<ul style="list-style-type: none"> ▪ Proven management ability ▪ Track record of delivering on results 	<ul style="list-style-type: none"> ▪ Senior management experience or bureaucratic experience in managing teams ▪ Proven Project Manager ▪ Good working knowledge of the Treaty Claim's process and Ngātiwai history.

Critical Competencies	Essential	Desired
Communication	<p>Actively listens, draws out information and checks out understanding.</p> <p>Competent oral and written communicator.</p> <p>Has a working knowledge of Te Reo Māori</p>	<p>Highly competent oral and written communicator.</p> <p>Orally articulates complex information clearly to all audiences; and writes plans, reports and papers to a high standard.</p> <p>Possesses a level of fluency in</p>

	Can design and initiate effective communication campaigns	Te Reo Māori.
Relationship Management	Can build strong relationships with all stakeholders.	
Strategy/Leadership	Strategic thinker, articulating a vision and goals to achieve the vision. Is strong, assertive and forthright where appropriate.	Strategic thought leader. Able to assess the bigger picture and apply it to process. Has developed organisational strategies
Business & Bureaucratic Management	Understands the commercial environment of the Trust Board, Identifies key business drivers and manages them to achieve business objectives. Capable financial and budget manager	Strategic and line management. Highly financially literate.
Self Management	Sets high standards and strives to achieve stretching goals. Displays drive and energy and persists in overcoming obstacles. Is proactive and displays initiative.	Self starter that can build teams and results quickly.
Political Management	Acts in the best interests of the Board at all times. Acts fairly and impartially. Able to work around the different interest groups.	Politically astute in an iwi, hapū, marae, community and Crown matters
Organisational	Establishes a plan of action and achieves priority goals. Manages workload/flow, recognises and addresses barriers. Takes account of changing priorities. Uses office technologies to a high standard.	Track record of delivery
Judgement and Decision Making	Considers options, develops options, identifies the pros and cons and makes effective decisions within appropriate timeframes. Recognises critical factors and weighs up risks appropriately.	

Other requirements

- A full clean driver's licence.
- No criminal record
- Be entitled to work in New Zealand.

ATTACHMENT EIGHT

Ngātiwai Trust Board

129 Port Road, Whangarei 0110, P O Box 1332, Whangarei 0140, New Zealand
 Telephone +64 9 430 0939 Fax +64 9 438 0182
 Email: ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz



APPLICATION FOR REGISTRATION

I, the undersigned, being a member of Ngātiwai Iwi, hereby enrol myself and my dependants under the age of 18 as beneficiaries of the Ngātiwai Iwi.

1. PERSONAL DETAILS

TITLE	FIRST NAMES	SURNAME	MAIDEN NAME (if applicable)
DATE OF BIRTH	GENDER Male <input type="checkbox"/> Female <input type="checkbox"/>		STREET ADDRESS
SUBURB	TOWN/CITY	COUNTRY	POSTAL CODE
POSTAL ADDRESS (if different from above)			
TELEPHONE ()	MOBILE ()	FACSIMILE ()	
EMAIL			
OCCUPATION In Employment <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Homeperson <input type="checkbox"/> Superannuant <input type="checkbox"/> Beneficiary <input type="checkbox"/> Student <input type="checkbox"/>			
IF EMPLOYED or SELF EMPLOYED enter what it is you do			

2. SPOUSE/PARTNER

TITLE	FIRST NAMES	SURNAME	MAIDEN NAME (if applicable)
DATE OF BIRTH	OCCUPATION	IWI	

3. DEPENDANTS

DEPENDANTS UNDER THE AGE OF 18 YEARS					OFFICE USE ONLY	
Full Name	Date of Birth	Gender	Living with Me	Relationship to Me	DB Entry	Reg. No.

4. PRIVACY ACT

In accordance with the Privacy Act 1993, information herein is confidential and will not be made available to anyone else without your consent. Please note that there may be times when the Trust Board and your Marae would need to co-ordinate its data. If this occurs, do you consent to this information being shared with your Marae?

YES - I give my consent NO - I do not give my consent

PLEASE COMPLETE PAGE TWO (overleaf) FOR VALIDATION OF YOUR REGISTRATION

5. VOTING PROCESS

To be eligible to vote for Ngātiwai Trust Board Trustees, you must:

A: Be registered with the Ngātiwai Trust Board. B: Identify the ONE Marae you will vote through.

FIRSTLY: Write ONE [1] to the Marae you will vote through SECONDLY: Tick [✓] all other Marae to which you whakapapa as well.

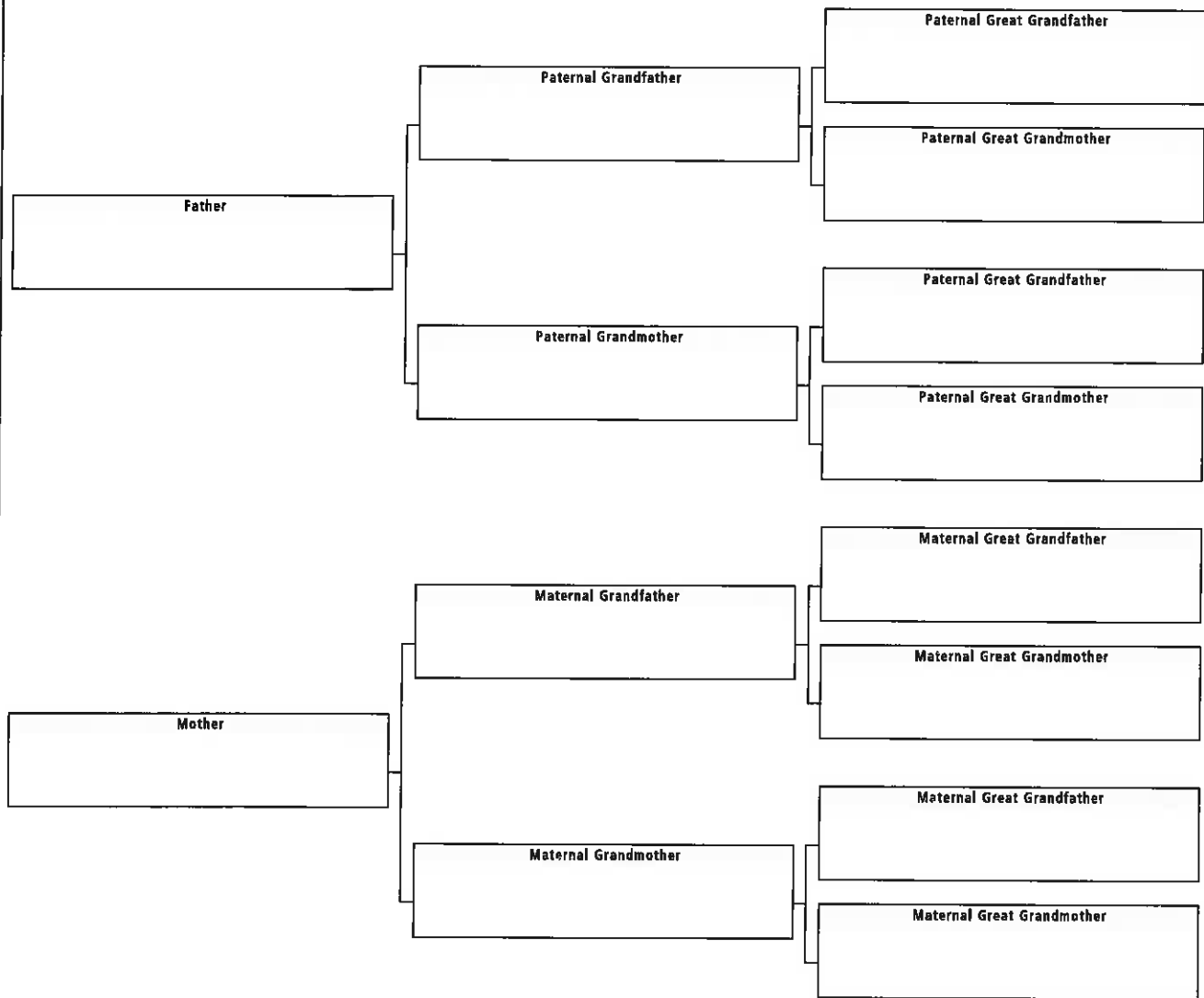
Kawa Matapōuri Mōkau Motairehe Ngaiotonga Ngunguru Oākura
 Otetao Pākiri/Omaha Pātaua Punaruku Takahiwai Tūparehuia Whananāki

NOTICE OF GENERAL MEETINGS

I wish to receive notices of General Meetings and Voting Papers: By Post From the Marae

6. WHAKAPAPA

COMPLETE THE WHAKAPAPA FRAME THAT VALIDATES YOUR LINK TO NGĀTIWAI IWI



7. DECLARATION

I do solemnly declare that I am of the

Hapū, and therefore of Ngātiwai descent.

Signature:

Date:

NB: Application will be subject to verification processes determined by the Constitution and Policies of the Trust Board.

8. SUBMIT APPLICATION

Post or return this Application Form to: Administrator, Ngātiwai Trust Board, 129 Port Road, P O Box 1332, Whangarei 0140, New Zealand.

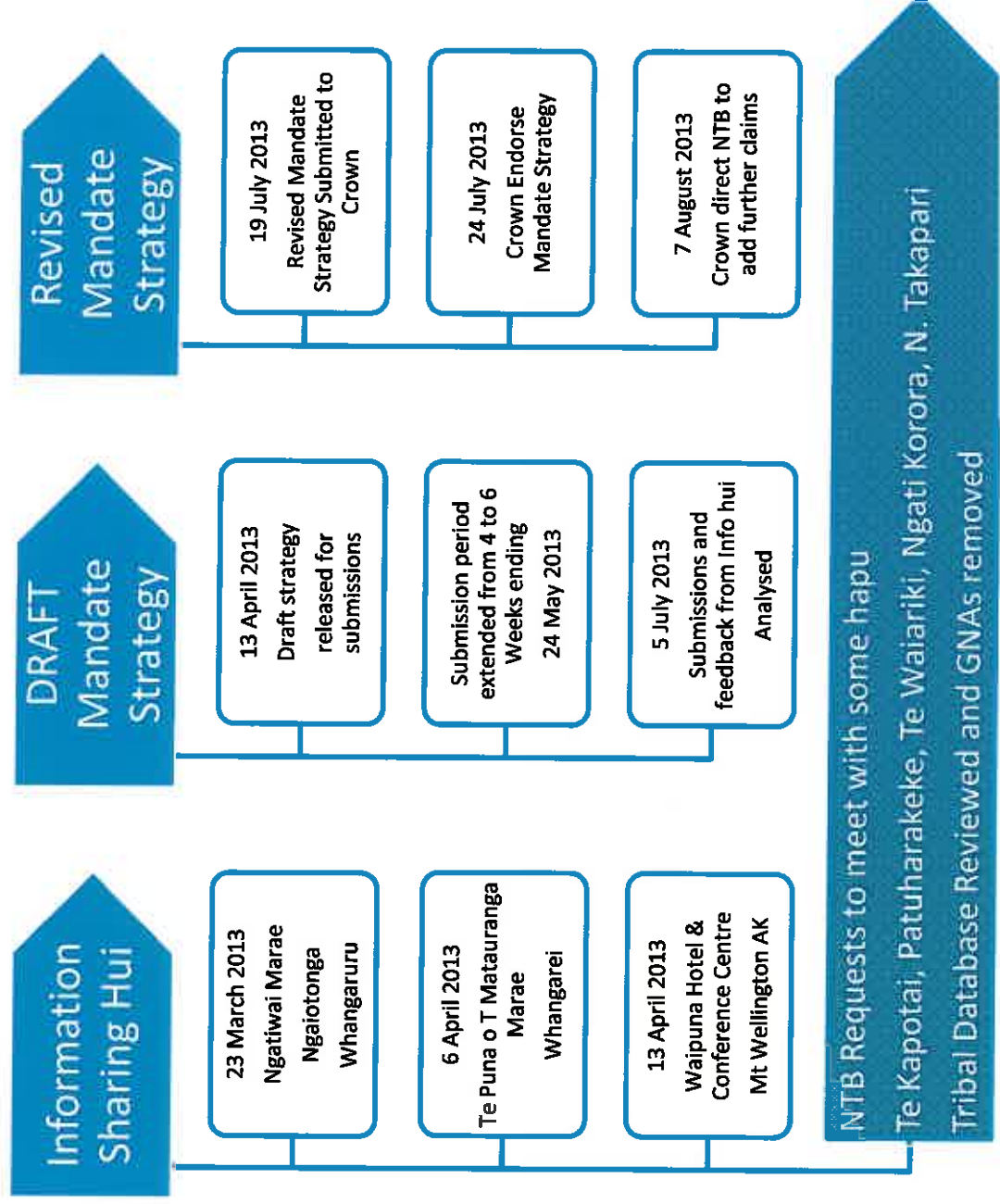
OFFICE USE ONLY	Date received:	Whakapapa checked by:
	Voting Marae:	Date entered into Database:
	Registration Number:	

ATTACHMENT NINE

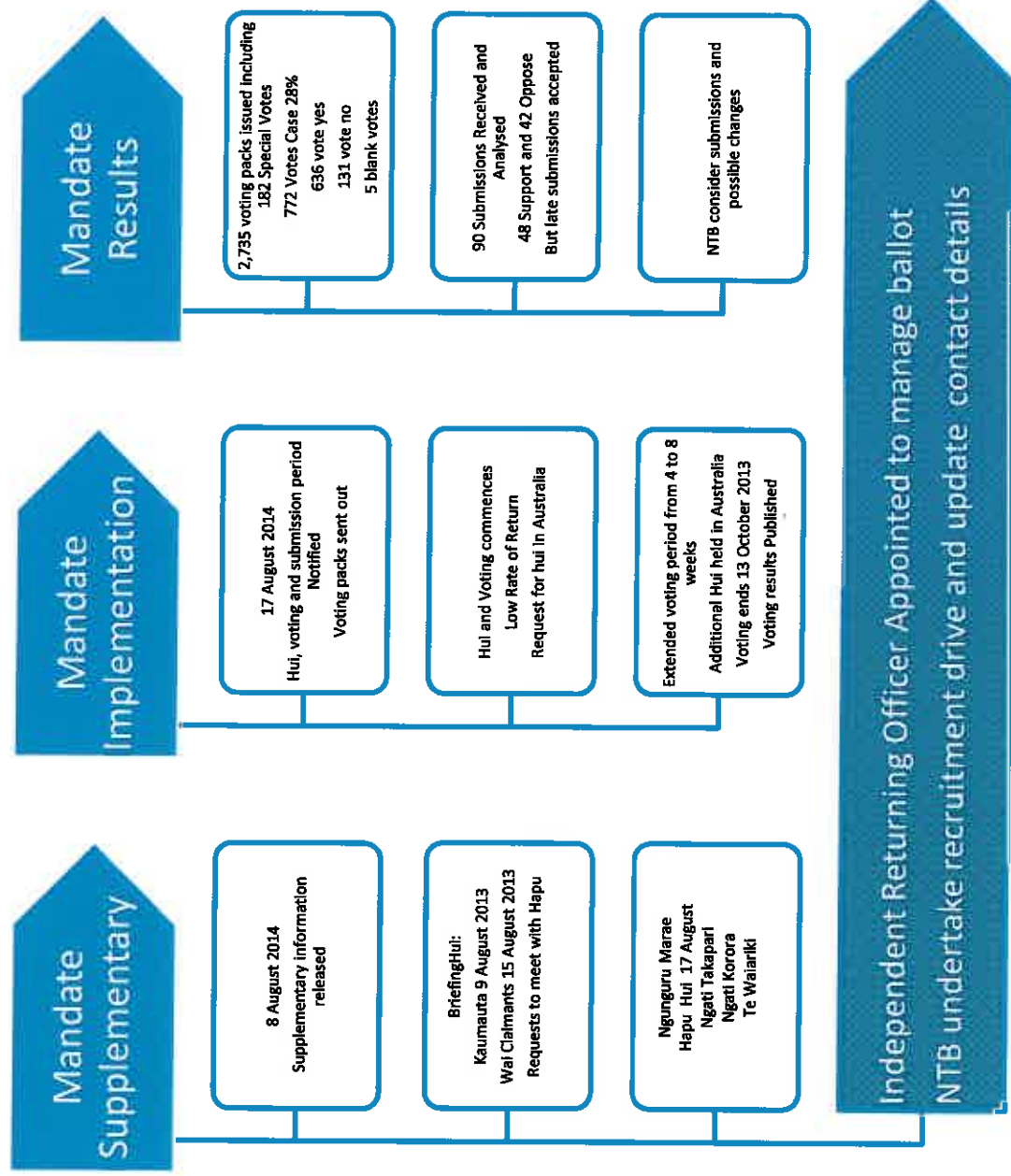
NTB Mandating Process

- **PHASE I** **Pre Mandate - Early Preparations**
 - Preliminary Information Sharing Hui – 3 hui
 - Draft Mandate Strategy – 6 weeks consultation
 - Revised Mandate Strategy – endorsed by Crown
- **PHASE II** **Official Mandate Process**
 - Mandate Strategy and Supplementary – 3 hui
 - Mandate Vote and Hui 9 + 3 hui, 8 weeks
 - Mandate Results – 82% vote in favor by ballot
- **PHASE III** **Post Mandate - DoM Prepared**
 - OTS Consider Submissions – 3 hui
 - NTB Respond to Submissions – with amendments
 - DoM Submitted for Endorsement

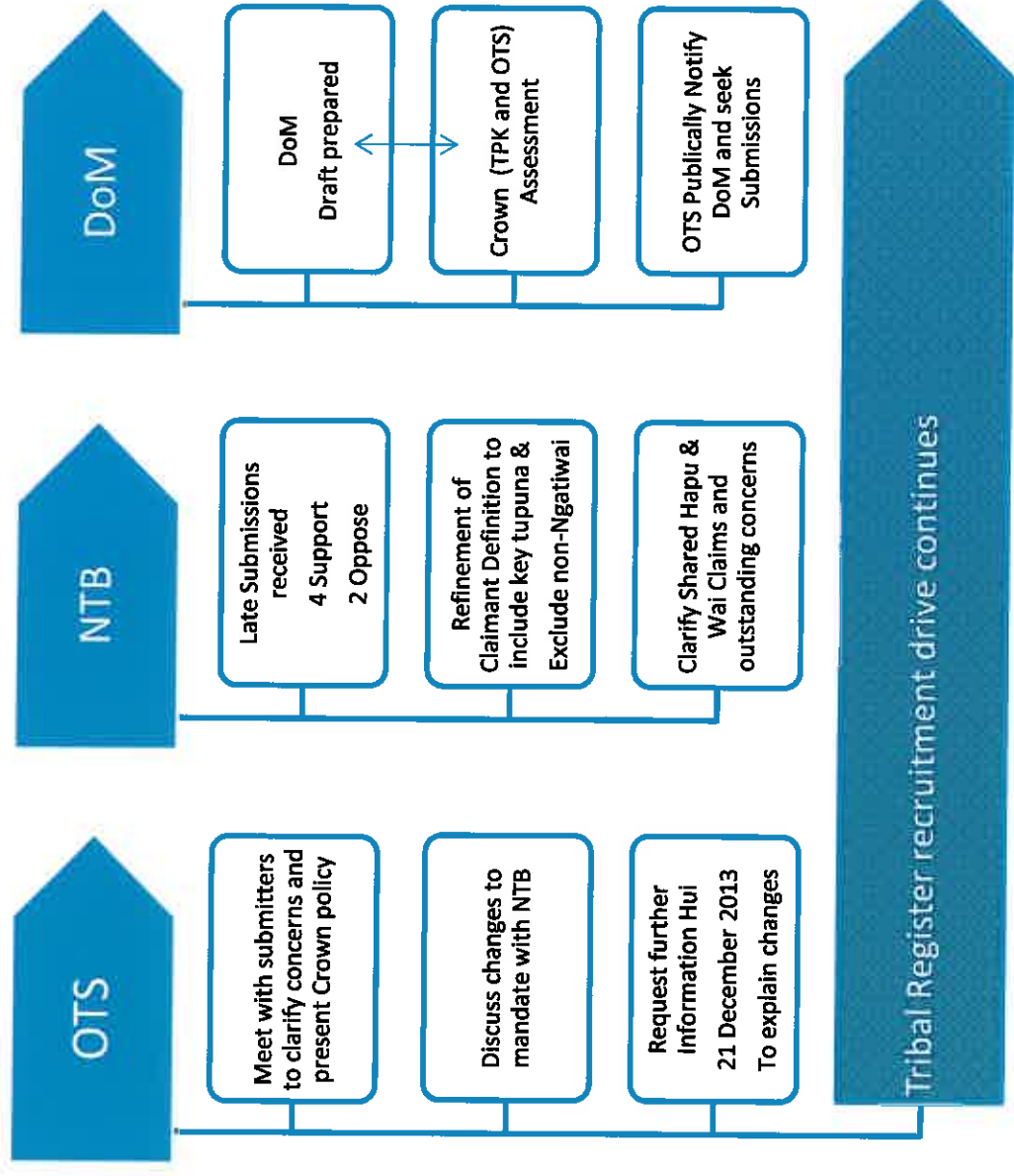
PHASE I: Early Preparations (March to July 2013)



PHASE 2: Official Mandate Process (August to November 2013)



Phase III: Deed of Mandate Prepared (December 2013 to June 2014)



ATTACHMENT TEN



Treaty Settlement Information Sharing Hui

The Ngatiwai Trust Board invites all Ngatiwai members and claimants to attend information sharing hui to be held between 10 am and 2pm at:

Venue	Location	Date
Ngatiwai Marae	Ngaiotonga, Whangaruru	Saturday 23 rd of March 2013
Te Puna O Te Matauranga Marae	Northtech Whangarei	Saturday 6 th of April 2013
Waipuna Hotel & Conference Centre	Mt Wellington, Auckland	Saturday 13 th of April 2013

The purpose of the hui is to provide information about:

- The Ngatiwai Trust Board and its work to date on Treaty Settlement matters,
- The pros and cons of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown,
- Crown settlement policy,
- The intentions of NTB to progress an Iwi wide Treaty Settlement and its preferred option for doing so, and
- Other related matters

No votes or resolutions will be put to the floor. While debate and discussion will be encouraged to help formulate ideas and build relationships the purpose of the hui is informative only.

Please RSVP to Moana MacDonald on (09) 430 0939 or (09) 283 9449 or mmacdonald@ngatiwai.iwi.nz for catering purposes



Treaty Settlement Information Sharing Hui

The Ngatiwai Trust Board invites all Ngatiwai members and claimants to attend an information sharing hui to be held between 10am and 2pm at:

Venue: Te Puna O Te Matauranga Marae, Northtec
 Location: 55 Raumanga Valley Road, Whangarei
 Date: Saturday 6th April 2013, powhiri at 10am

The purpose of the hui is to provide information about:

- The Ngatiwai Trust Board and its work to date on Treaty Settlement matters,
- The Pros and cons of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown;
- Crown Settlement policy,
- The intentions of NTB to progress an lwi wide Treaty Settlement and its preferred option for doing so, and
- Other related matters

No votes or resolutions will be put to the floor. While debate and discussion will be encouraged to help formulate ideas and build relationships the purpose of the hui is informative only.

RSVP to Moana MacDonald on (09)4300939 or (09)2839449 or mmacdonald@ngatiwai.lwi.nz

Booking Summary

Booking #9164786
 Publication: The Northern Advocate Sat
 Classification: Public Notices 535
 Style: APN Bold1
 Size: 14 x 2
 Line Count: 33
 Run Schedule: NAD:1x
 30Mar2013;NAT:3Apr2013;NRT:1x
 4Apr2013

Account: **NWA592765**
Ngatiwai Trust Board
 Ph. 09 4300939

Booking Price:
 Amount Paid:
 Amount Owing:

Runs	Publication	Classification	Price
Saturday, 30 March 2013	The Northern Advocate Sat	Public Notices 535	✓
Wednesday, 3 April 2013	The Northern Advocate M-F	Public Notices 535	✓
Thursday, 4 April 2013	The Whangarei Report	Public Notices 535	✓

Forwarded by Linda Friedrich/APNRCC/WHNZ on 27/03/2013 09:37

Owned by: Linda Friedrich/APNRCC/WHNZ

From	Moana MacDonald <mmacdonald@ngatiwai.lwi.nz>
To	<inky@northernadvocate.co.nz>
CC	
Date	26/03/2013 09:20
Subject	Advert for North Advocate Sat 30th March & Wed 3rd April -

Kia Ora,

Could we please have the attached advert placed in the advocate for Saturday 30th March & Wednesday 3rd April (And if we could have it placed in the Report for free again would be great.

If the advert could have a black boarder around the entire advert approximate size 60mm width x 100mm length.

Please also have all costs charged to the Ngatiwai Trust Board Advocate Account: NWA592765

Look forward to receiving the proof.

Thank you.

Ngā mihi



Treaty Settlement Information Sharing Hui

The Ngatiwai Trust Board invites all Ngatiwai members and claimants to attend an information sharing hui to be held between 10am and 2pm at:

Venue: Ngatiwai Marae
Location: Rawhiti Road, Ngaiotonga, Whangaruru

Date: Saturday 23rd March 2013, powhiri at 10am

The purpose of the hui is to provide information about:

- The Ngatiwai Trust Board and its work to date on Treaty Settlement matters,
- The Pros and cons of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown;
- Crown Settlement policy,
- The intentions of NTB to progress an Iwi wide Treaty Settlement and its preferred option for doing so, and
- Other related matters

No votes or resolutions will be put to the floor. While debate and discussion will be encouraged to help formulate ideas and build relationships the purpose of the hui is informative only.

Please RSVP to Moana MacDonald on (09)4300939 or (09)2839449 or mmacdonald@ngatiwai.twi.nz

Booking Summary

Booking #9145309
 Publication: The Northern Advocate Sat
 Classification: Public Notices 535
 Style: APN Bold1
 Size: 14 x 2
 Line Count: 32
 Run Schedule:
 NAT:20Mar2013;NAD:1x 16Mar2013;NRT:1x 21Mar2013

Account: **NWA592765**
Ngatiwai Trust Board
 Ph. 09 4300939

Booking Price:
 Amount Paid:
 Amount Owing:

Runs	Publication	Classification
Saturday, 16 March 2013	The Northern Advocate Sat	Public Notices 535
Wednesday, 20 March 2013	The Northern Advocate M-F	Public Notices 535
Thursday, 21 March 2013	The Whangarei Report	Public Notices 535



Linda - Ext. 59153
linda.friedrich@apn.co.nz

NOTICE

This email and any attachments are strictly confidential and subject to copyright. They may contain privileged information. If you are not the intended recipient please delete the message and notify the sender. You should not read, copy, use, change, alter or disclose this email or its attachments without authorisation. The company and any related or associated companies do not accept any liability in connection with this email and any attachments including in connection with computer viruses, data corruption, delay, interruption, unauthorised access or unauthorised amendment. Any views expressed in this email and any attachments do not necessarily reflect the views of the company or the views of any of our related or associated companies.



Treaty Settlement Information Sharing Hui

The Ngātiwai Trust Board invites all Ngātiwai members and claimants to attend an information sharing hui to be held between 10am and 2pm at:

Venue: Waipuna Hotel & Conference Centre

Location: 58 Waipuna Road, Mt Wellington, Auckland

Date: Saturday 13th April 2013, commencing at 10am

The purpose of the hui is to provide information about:

- The Ngātiwai Trust Board and its work to date on Treaty Settlement matters,
- The Pros and cons of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown;
- Crown Settlement policy,
- The intentions of NTB to progress an Iwi wide Treaty Settlement and its preferred option for doing so, and
- Other related matters

No votes or resolutions will be put to the floor. While debate and discussion will be encouraged to help formulate ideas and build relationships the purpose of the hui is informative only.

Please RSVP to Moana MacDonald on (09)4300939 or (09)2839449 or mmacdonald@ngatiwai.iwi.nz

Public Notice

NZ Herald


6 & 10 April



Ngātiwai Trust Board
 129 Port Road, Whangarei 0110
 P.O. Box 1332, Whangarei 0140, New Zealand
 Telephone +64 9 430 0939 Fax +64 9 438 0182
 Email: Ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz


Haydn Edmonds
 Chairman
 Ngātiwai Trust Board

Agenda

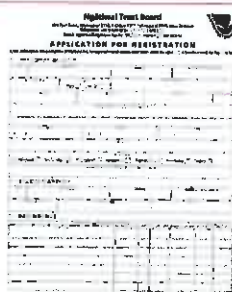


1. NTB work to date
2. Pros and cons
3. Crown Settlement Policy
4. NTB Intentions
5. Other matters

Ngātiwai Trust Board (NTB)



- Charitable Trust
- Trust Deed
- Purpose is to benefit Te Iwi o Ngātiwai
- Tribal Register
- Mandated Iwi Organisation for Fisheries



Ngātiwai Marae




- Tūparehuia
- Ngālotonga
- Punaruku
- Otetao
- Mōkau
- Oākura
- Whananāki
- Matapōuri
- Ngunguru
- Pātāua
- Takahīwai
- Pākiri
- Motairehe
- Kawa




Marae	Trustees	Alternates
Tūparehuia	Kathy Pita	Dick Pene
Ngālotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaru	Haydn Edmonds (Chair)	
Otetao	Gary Retf	Elvis Retf
Mokau	Donna Tamaki	Adrienne Taungapeau
Oākura	Henry Murphy	
Whananaki	Allan Moore	Isha Waetford
Matapouri	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātāua	Hori P. Mahanga	
Takahīwai	Michael Leuluai	
Pākiri	Laly Haddon QSM	
Motairehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

NTB Work to Date



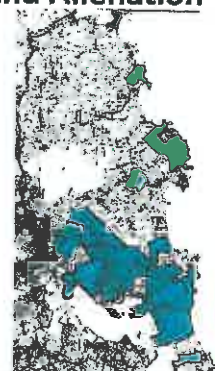
- 1987 WAI 244
- 2008 NTB \$225,000.00 research
- Completed for northern cluster
- Part complete for central/southern
 - Ngāti Rēhua ki Aotea/Ngāti Manuhiri
 - Pātaua and Takahīwai remain

Ngātiwai Land Alienation




Land Loss to 1865

- Blue
 - Old land claims – pre 1840
- Green
 - Crown Purchases – 1840 to 1865

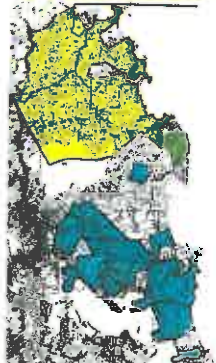


Ngātiwai Land Alienation




Land Loss 1865 to 1885

- Yellow
 - Land Court – 1865 to 1905

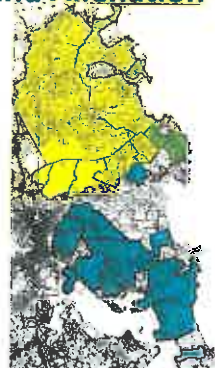


Ngātiwai Land Alienation




Land Loss 1885 to 1905

- Yellow
 - Land Court – 1865 to 1905




Ngātiwai Land Alienation



Remaining Māori Land

- Red




Ngātiwai Sea Alienation

Historical Claims

- 21 September 1992

Marine Reserves

- 1975 Goat Island, Leigh
- 1981 Poor Knights Islands



Engagement With the Crown



Date	Event
June 2009	Crown include Ngati Manuhiri and Ngati Rehua – Ngati Wai ki Aotea in "Tamaki/Hauraki Collective" settlement via direct negotiations
November 2009	NTB approach Crown to enter direct negotiations for remainder of Ngātiwai
Feb 2010	Crown decline request due to overlapping claims with Ngapuhi
March 2010	NTB respond with case for Ngātiwai to settle outside WAI 1040
May 2010	Crown decide to lump Ngātiwai in with Northland Inquiry WAI 1040
June 2010	Meetings with Minister Finlayson to further discuss matters
2011	Minister's response confirming that Crown is open to direct negotiations – subject to mandate
March 2013	NTB develop DRAFT mandate strategy



Questions?

Kris MacDonald

Trustee

Ngātiwai Trust Board

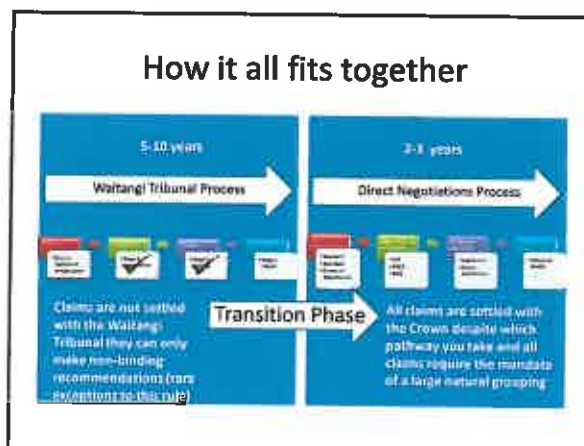
Overview of the Waitangi Tribunal Pathway




Overview of Direct Negotiations Pathway



How it all fits together






Pros and Cons

Of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown


NTB view on the Waitangi Tribunal

- **Positives**
 - Day in Court, public reconciliation process
 - Research is thorough and may help others
 - Tribunal report provides a basis for negotiations
 - May unify claimants
 - Provides for partial rather than comprehensive inquiry
- **Negatives**
 - 5-10 year or longer process and huge “costs”, then negotiations
 - Not binding except in rare circumstances
 - Unlikely to influence or increase redress – Crown may ignore
 - May divide claimants
 - Tribunal report limited to generic issues or a few high priority issues in depth




NTB view on Direct Negotiations

- **Positives**
 - Streamlined Process 2-3 years to settle
 - Significant costs “\$” cut
 - We control and write our own historical account
 - Incentivises those focused on settlement goals
 - Consolidates Iwi leadership
 - “Iwi futures” development planning can start sooner
- **Negatives**
 - Needs research and unity of LNG
 - No public forum for Crown to face claims
 - Risk of “disillusionment” if process breaks down
 - Claimants may feel “short changed” if not heard
 - Risk of overlapping Iwi and cross claimant groups
 - Risk leaving grievances unresolved longer




NTB Intentions

- To take the direct negotiations pathway
- We have set goals to achieve:
 - AIP 2013
 - DOS 2014
- We need your support!!!
 - We have to develop and implement a mandate strategy (DRAFT to be provided for your feedback)
 - You get to decide if you will give us your mandate by voting on it



Questions?




Tania McPherson

Treaty Claims Manager
Ngātiwai Trust Board


DRAFT Mandate Strategy

**PART ONE:
INFORMATION AND
BACKGROUND CONTEXT**




What is a Mandate Strategy?


- A formal plan to achieve a mandate that is:
 - recognised by YOU (Te Iwi o Ngātiwai) first and then the Crown (DOM)
 - fair, open and transparent
 - Consistent with key Crown Treaty settlement policies



Crown Policy Framework


The Crown:

- deals with Large Natural Groupings
- negotiates Comprehensive Settlements
- negotiates only with mandated representatives



Who are the Crown dealing with? Te Iwi o Ngātiwai

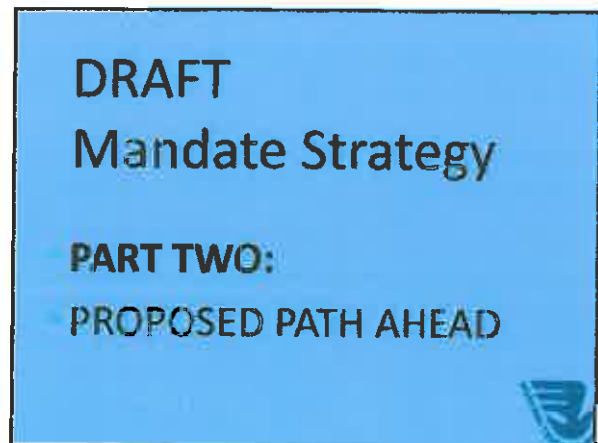
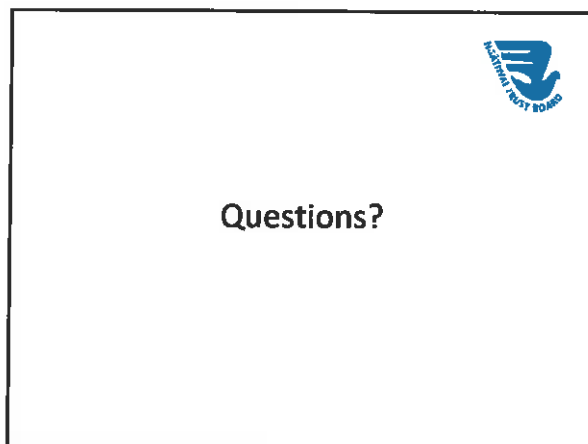
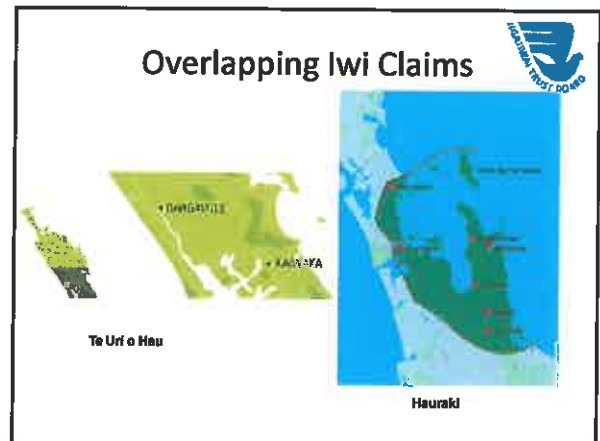
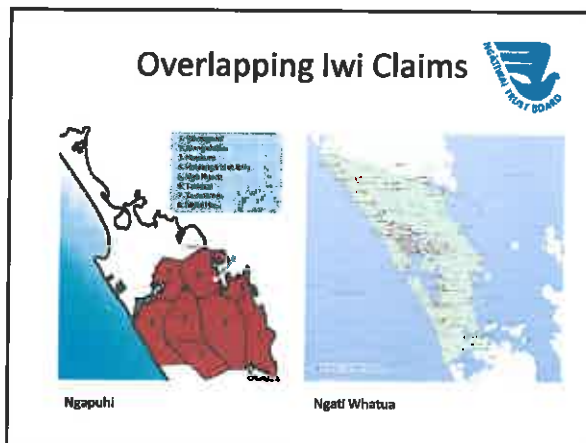
<ul style="list-style-type: none"> • Descent from Manaia: <ul style="list-style-type: none"> – Manaia II – Tahuhunuiorangl and – Te Rangihokaia • Wananga to clarify this 	<ul style="list-style-type: none"> • Clarity needed on: <ul style="list-style-type: none"> – Our marae and hapu • Both <ul style="list-style-type: none"> – present day hapu – Historical hapu
---	---



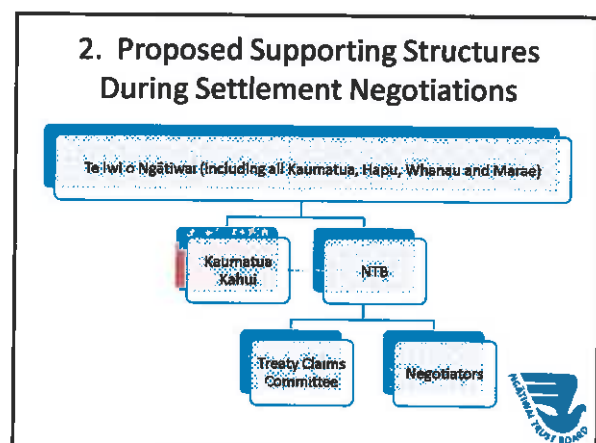
Who are the Crown dealing with?

Rohe
Area of interest




- ### 1. Proposed NTB Accountability Measures
- Decisions by consensus
 - Report Annually
 - Communicate frequently
 - Clear disputes procedure
 - Clear mandate removal process
 - Clear fund management




Terms of Reference (ToR) Components




Purpose	Structure	Accountability
<ul style="list-style-type: none"> • What job will they do? 	<ul style="list-style-type: none"> • How are they set up and organised? 	<ul style="list-style-type: none"> • Who do they report/relate to and how often?

Kaumātua Kāhui (ToR)




Purpose	Structure	Accountability
<ul style="list-style-type: none"> • Provide oversight, direction and guidance • Support the NTB Board's goals • Keep the Iwi together 	<ul style="list-style-type: none"> • Max of 4 Nominations from Kaumātua • Balance of Male and Female 	<ul style="list-style-type: none"> • Keep all Kaumātua informed regularly • Advise NTB as need arises

Negotiators (ToR)



Purpose	Structure	Accountability
<ul style="list-style-type: none"> • Negotiate the best possible settlement with the Crown for Ngātiwai 	<ul style="list-style-type: none"> • Max of 4 Negotiators • 1 Trustee appointee by NTB • 3 Nominated by Marae and ranked • Vetted and appointed by NTB 	<ul style="list-style-type: none"> • Report to NTB monthly or more frequently if the need arises • No decision making powers • Performance will be closely monitored by NTB • Removed if need arises


Treaty Claims Committee (ToR)



Purpose	Structure	Accountability
<ul style="list-style-type: none"> • Planning, implementation and follow-up to support and complete the settlement 	<ul style="list-style-type: none"> • Sub-committee of 3 Trustees • CEO + TCM • Others as needed 	<ul style="list-style-type: none"> • Report to NTB monthly or more frequently if the need arises


3. Proposed Hui Process

- 8 Mandate hui
- 21 days notice
- Major Newspapers
- One Presentation
- One Resolution



4 Proposed Mandate Voting Process

- Mandate Information posted out
- Voting by Secret Ballot only
- Special Vote
- Replacement Papers
- Independent Returning Officer



How is the Mandate Achieved?

- Votes Counted and communicated
- Submissions received and responded to
- Ministers recognise mandate



Questions?

Haydn Edmonds

Chairman
Ngātiwai Trust Board

Conclusions

- NTB have done a lot of work
- There is a risk of being left behind
- The Crown deal with Large Natural Groupings
- Ngātiwai Trust Board is demonstrating leadership
- Ngātiwai Trust Board have developed a DRAFT mandate strategy and we want your feedback



Documents released

At the end of the Information Sharing Hui

Both:

- the DRAFT Mandate Strategy and
- The power point presentation

Will be made available:


- on our web-site and
- e-mailed to those who provide an address

Feedback

- Please provide your written feedback by:
Friday the 10th of May

- Post or e-mail your feedback to:

Tania McPherson
Treaty Claims Manager
Ngātiwai Trust Board
129 Port Road
P.O. Box 1332
Whangarei
tania.mcpherson@ngatiwai.twi.nz

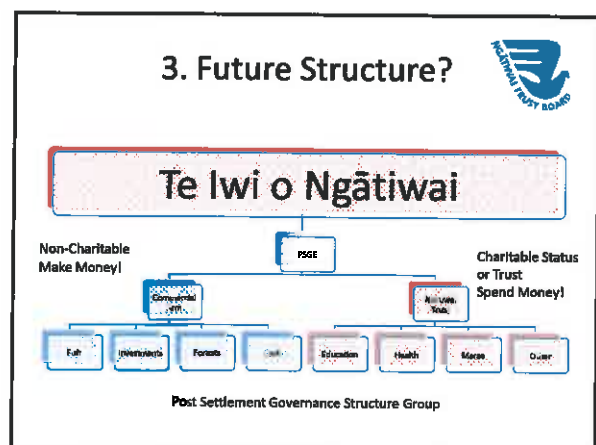
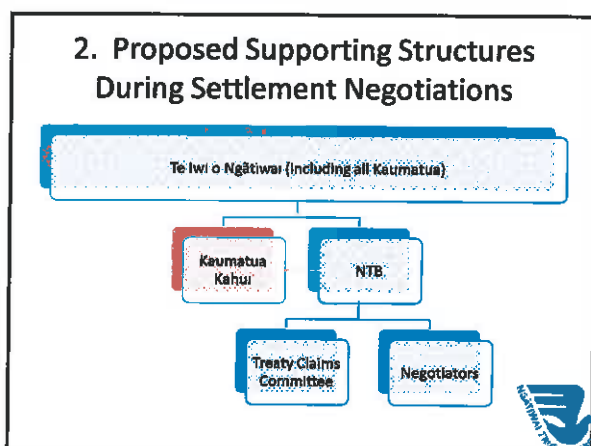
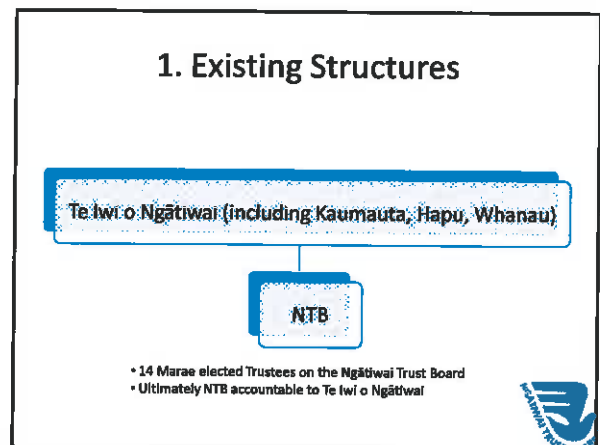


Questions?



Ngātiwai Trust Board

129 Port Road, Whangarei 0110
P.O. Box 1332, Whangarei 0140, New Zealand
Telephone +64 9 430 0939 Fax +64 9 438 0182
Email: Ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz





Ngātiwai Trust Board

129 Port Road, Whangarei 0110
P.O. Box 1332, Whangarei 0140, New Zealand
Telephone +64 9 430 0939 Fax +64 9 438 0182
Email: Ngatiwai@ngatiwai.iwi.nz Website: www.ngatiwai.iwi.nz

Fisheries Assets

- Fisheries settlement assets include:
 - settlement quota & AFL income shares
- Governed by Maori Fisheries Act 2004
 - only Mandated Iwi Organisations (MIOs) can hold fisheries settlement assets (Section 130)
 - only one MIO per iwi (Section 13)
 - 57 iwi recognised (Schedule 3)
 - Ngātiwai Trust Board is the MIO for Ngātiwai Iwi
- Any changes to this would require an Act of Parliament – unlikely to succeed – full and final

ATTACHMENT ELEVEN



DRAFT Ngātiwai Trust Board Mandate Strategy

On behalf of Te Iwi o Ngātiwai

Version: 3

Status of this document: DRAFT for consultation with Te Iwi o Ngātiwai

Release date: 13 April 2013

A Note Regarding Ngāti Manuhiri and Ngāti Rēhua – Ngātiwai ki Aotea

This document is to be read on the basis of and is to apply in respect of all remaining Ngātiwai Historical Treaty claims other than those claims that have or are, with the support of the Ngātiwai Trust Board been or are being prosecuted by Ngātiwai hapū autonomously.

Throughout this document the term “remaining claims” refers to those remaining Ngātiwai claims that have not already been prosecuted or are not in the process of being prosecuted (i.e. excluding settlement or negotiations towards settlement related to Ngāti Manuhiri by the Ngāti Manuhiri Settlement Trust and Ngāti Rēhua – Ngātiwai ki Aotea by Ngāti Rēhua – Ngātiwai ki Aotea Trust).

Contact Person	Representative Body
Tania McPherson Treaty Claims Manager Phone: (09) 283 9553 Mobile: (021) 6677 98 e-mail: tania.mcperson@ngatiwai.iwi.nz	Ngātiwai Trust Board 129 Port Road P.O. Box 1332 Whangarei 0140 Phone: (09) 430 0939

1. Preliminaries

A Word from the Chair

Tēnā kōutou katoa

Along with a good deal of other Iwi throughout Aotearoa including Iwi in Te Tai-tōkerau region our Board is now of the view that the time has come to seek a Treaty Settlement with the Crown. In doing so we have two options: the first involves going to the Waitangi Tribunal. This is a long process and arguably provides the opportunity for grievances to be documented and publicly aired in the Tribunal Hearings. The other is to go into direct negotiations with the Crown. By comparison this is a shorter process reducing time and costs for both Ngātiwai and the Crown. The first step in following this later path is to seek a mandate from Iwi members to represent their interests in direct negotiations. That is the purpose of this document. Please read this DRAFT Mandate Strategy and tell us what you think.

However, it is a mistake to think of the two processes as competing with each other because in the end, all settlements must still be negotiated with the Crown. While the Waitangi Tribunal can present a final report to the Crown for consideration, their recommendations are not binding (except in a few rare instances). At that point negotiations commence as they do in direct negotiations and each Iwi is left to fight for as much as they can get.

Despite that, if supported by the claimant community and the scheduling of Stage 2 hearings can be aligned the Ngātiwai Trust Board is open to seeking a mandate for direct negotiations in parallel alongside Tribunal hearings. The mandate proposal could also seek to hold a presentation of claims to Ministers during negotiations to allow claimants to be heard. The harsh reality though is that no settlement however well founded or carefully worded and presented will ever compensate whanau, hapu and Iwi for the full loss of land and hardship that has been suffered. Ultimately there is a fiscal "cap" on the amount of redress offered and it is debatable that if one took the Waitangi Tribunal pathway to settlement the result would be any different from the direct negotiations pathway.

In the end you will decide. If you give us your mandate it is possible to reach a settlement by 2014. If not, it could take up 10 or more years to reach a Settlement. However, we cannot responsibly sit back and neglect to present you with an opportunity to choose. Therefore this document does that by firstly informing you of how we propose to give you that choice – you get to vote on it - and then if we get your support it outlines how we will go about securing a settlement on your behalf.

Ngā Mihinui

Haydn Edmonds

*"Kia Tūpato. Ka tangi a Tūkaiaia kei te moana, ko Ngātiwai kei te moana e haere ana;
Ka tangi a Tūkaiaia kei tuawhēnua, ko Ngātiwai kei tuawhēnua e haere ana"*
"Beware, when Tūkaiaia calls at sea, Ngātiwai are at sea;
When Tūkaiaia calls inland, Ngātiwai are inland"

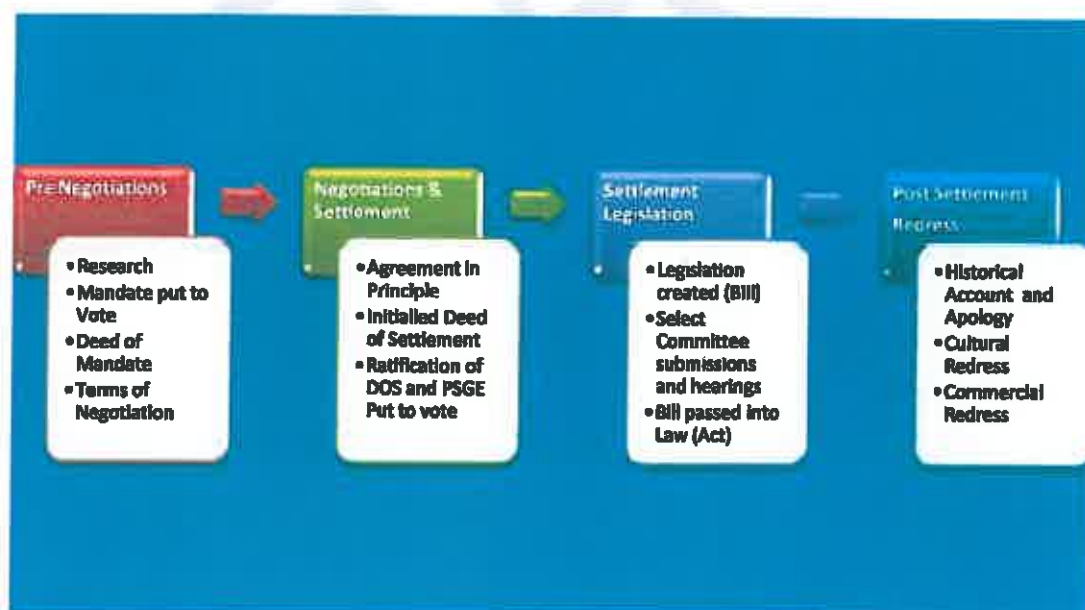
Structure of this Document

This document is prepared in two parts:

- **Part one:** provides background information and context to the Mandate Strategy (i.e. who is seeking a mandate from whom and what will be done with it if it is secured). It then describes in detail the group who will be represented by the Ngātiwai Trust Board if the mandate is secured. It also provides details about the internal structure and operations of the Ngātiwai Trust Board (who is seeking the mandate) and concludes with an update on matters the NTB will need to address in moving forward (i.e. overlapping twl/claims and research yet to be completed).
- **Part two:** sets out the proposed path ahead by clarifying the components of the mandate strategy including what will be done, who will do it, how will they do it, where and when it will be done etc. It provides the logistics of how a mandate is secured. Finally it sets out the next steps that will follow after the voting period has closed to confirm a mandate has been secured.

Overview of the Direct Negotiations Pathway

The illustration below shows the bigger picture by outlining how the Mandate is only the first step in a series of steps towards negotiating a Settlement with the Crown on a full and final basis.



List of Abbreviations

AGM	Annual General Meeting
AIP	Agreement in Principle
CEO	Chief Executive Officer
DOM	Deed of Mandate
DOS	Deed of Settlement
IPD	Iwi Planning Document
IRO	Independent Returning Officer
LNG	Large Natural Grouping
MIO	Mandated Iwi Organisation
NTB	Ngātiwai Trust Board
OTS	Office of Treaty Settlements
PSGE	Post Governance Settlement Entity
TCC	Treaty Claims Committee
TCM	Treaty Claims Manager
TON	Terms of Negotiation
TOR	Terms of Reference
TPK	Te Puni Kōkiri

Table of Contents

1. Preliminaries.....	3
1.1 A Word from the Chair.....	3
1.2 Structure of this Document.....	4
1.3 Overview of the Direct Negotiations Pathway.....	4
1.4 List of Abbreviations.....	5
1.5 Table of Contents	6
 PART A: INFORMATION AND BACKGROUND CONTEXT	
2. What is a Mandated Strategy and what does it do?	9
2.1 The purpose of this document is to establish a mandate strategy.....	9
2.2 Who is seeking a mandate from whom?.....	9
2.3 What are the limits to a mandate and what is a PSGE?.....	9
2.4 What happens next and how long will it take to achieve a settlement?.....	9
3. How will the Crown assess this Strategy?.....	10
3.1 Engagement with the Crown must be consistent with key Crown policies.....	10
3.2 The process must be fair, open and transparent	10
4. Who are the Crown Dealing with/Claimant Definition?	11
4.1 Tupuna/Ancestry	11
4.2 Hapu and Marae	11
4.3 WAI Claims to be Settled.....	12
4.4 Rohe/Area of Interest.....	13
5. The Ngātiwai Trust Board.....	14
5.1 Structure and Key Governing Documents.....	14
5.2 Meetings of the Board.....	14
5.3 Ngātiwai Trust Board Representatives.....	15
5.4 Election of Trustees.....	15
5.5 Treaty Claims Sub-committees of the NTB.....	15
5.6 Eligibility and process to register on the Tribal Register.....	15
6. What has happened so far?.....	17
6.1 Preparing the Claim.....	17
6.2 Previous Engagement with the Crown.....	20
6.3 NTB Information Sharing Hui.....	20
6.4 Waitangi Tribunal.....	21
6.5 Overlapping Iwi Interests.....	21

PART B: PROPOSED PATH AHEAD

7. Please give us feedback on NTB Proposals to Secure your Mandate.....	23
8. Proposed Accountability Measures.....	24
8.1 Decision Making Process of the Trustees.....	24
8.2 Reporting Process of the Trustees.....	24
8.3 Communication Process with the Te Iwi o Ngātiwai.....	24
8.4 Disputes Procedure.....	24
8.5 Mandate Amendment and Removal Process.....	25
8.6 Treaty Settlement Funding Management.....	25
9. Proposed Supporting Structures including Roles and Responsibilities.....	26
9.1 Terms of Reference (ToR) Components.....	26
9.2 Kaumāta Kāhui.....	26
9.3 Negotiators.....	27
9.4 Treaty Claims Committee.....	27
9.5 Participation of Te Iwi o Ngātiwai.....	27
9.6 Appointment of an Independent Returning Officer.....	27
9.7 Terms of Reference for the Independent Returning Officer.....	27
9.8 Involvement of Te Puni Kōkiri Observers.....	28
10. Proposed Mandate Hui Process.....	29
10.1 Hui Time/Location.....	29
10.2 Hui Advertising.....	30
10.3 Hui Presentation.....	30
10.5 Hui Resolution to be put to the Vote.....	30
11. Proposed Mandate Voting Process.....	31
11.1 Eligibility to Vote.....	31
11.2 Voting by Secret Ballot Only.....	31
11.3 Postal Vote Process.....	31
11.4 Voting at Hui.....	32
11.5 Special Vote.....	32
11.6 Replacement Voting Papers.....	32
12. How is the Mandate Achieved?.....	33
12.1 Communicating Voting Results.....	33
12.2 Submissions analysed and responded to.....	33
12.3 Deed of Mandate Recognised by Ministers.....	33

APPENDICIES

PART A: INFORMATION AND BACKGROUND CONTEXT

2. What is a Mandate Strategy and what does it do?

The purpose of this document is to establish a mandate strategy

This document provides all the information required for the Ngātiwai Trust Board ("NTB") to demonstrate that it has a clear strategy to achieve a Mandate from Te Iwi o Ngātiwai to represent Ngātiwai in direct settlement negotiations with the Crown. The mandate must be achieved:

- through a fair, open and transparent process that is recognised by Te Iwi o Ngātiwai and the Crown.
- in a manner consistent with key Crown Treaty settlement policies.

This document is not for the purpose of describing specific details about the claims, nor of the settlement to be sought, as these are significant matters to be further discussed, negotiated and communicated between Te Iwi o Ngātiwai, the NTB and the Crown

Who is seeking a mandate from whom?

This mandate strategy signals that the NTB is intending to seek a mandate to represent Te Iwi o Ngātiwai in direct Treaty negotiations with the Crown for the comprehensive settlement of all remaining historical Treaty claims of Ngātiwai. Any such mandate must be conferred by the claimant group initially and only after that has been achieved can Ministers then recognise the mandate in a Deed of Mandate (DOM)

What are the limits to a mandate and what is a PSGE?

A DOM will only give NTB the authority to negotiate an initialled¹ Deed of Settlement (DOS) with the Crown. NTB must then present the initialled DOS together with a proposed Post Settlement Governance Entity (PSGE) to Te Iwi o Ngātiwai for their approval and ratification. A PSGE is a newly established non-charitable entity specifically designed to receive settlement assets. Assets received by the PSGE after a settlement occurs are intended to be managed prudently for the benefit of current and future generations of the settling group (i.e. Ngātiwai).

What happens next and how long will it take to achieve a settlement?

Assuming this mandate strategy has been endorsed² by the Crown and implemented by the NTB the results of the mandate voting process will determine if a DOM to represent Te Iwi o Ngātiwai can be established for NTB.

The DOM if recognised by Ministers will allow the NTB to enter into direct negotiations with the Crown, agree on Terms of Negotiation (TON) and then negotiate an Agreement in Principle (AIP). All going well NTB aim to achieve an AIP within 2013 and present the initialled DOS together with a proposal for a PSGE back to Ngātiwai in 2014 for ratification before a settlement can be finalised and a DOS established. The final step will then be up Ngātiwai negotiators and officials to draft a settlement bill to enact the DOS into Law following which settlement redress will be returned.

¹ An "initialled" Deed of Settlement is similar to an agreed DRAFT. It is initialled by both sets of negotiating parties before the mandated body takes it back to their claimant community for ratification.

² Endorsement is provided on the basis that the mandate strategy is fair, open, transparent and consistent with key Crown settlement policies.

3. How will the Crown assess this Strategy?

Engagement with the Crown must be Consistent with Key Crown Policies

Over time the Crown has established a number of key policies that frame-up the context in which direct Treaty settlement negotiations take place today. Those that influence the process to achieve a DOM are outlined below.

- **The Crown Negotiates with Large Natural Groupings (LNG)**

The Crown Settlement Policy sets out the strong preference to negotiate with a LNG of tribal interests rather than with individual claimants or whānau within a tribe. This allows the Crown to offer a wide range of redress, and reduces costs for both the mandated representatives and the Government.

The Crown has recognised Ngātiwai as a suitable LNG to enter into settlement negotiations - if a Mandate is secured (see Appendix A).

- **The Crown Negotiates Comprehensive Settlements**

The Crown has a strong preference to negotiate comprehensive settlements so it can be sure that it can properly address all the historical claims of a claimant group at the same time.

It should be noted however that the both Ngāti Manuhiri and Ngāti Rēhua – Ngātiwai ki Aotea were given the opportunity to settle separately from Ngātiwai (with the support of NTB) because of their inclusion in the Tāmaki Makau-rau Collective Settlement along with other iwi/hapū.

The Tāmaki Makau-rau situation provided a unique set of circumstances that allowed for an exception to this key Crown Policy. Those circumstances include:

- That the rohe/area of interest for both Ngāti Manuhiri and Ngāti Rēhua ki Aotea were located within Tamaki Makau-rau region.
- That the Tāmaki Makau-rau settlement process was primarily geographically focused on settling with multiple iwi/hapū that have a shared interest in Tāmaki Makau-rau region. It did not require all iwi/hapū to have a common tupuna or ancestor.

However, these unique circumstances do not exist for the remaining Ngātiwai hapu or their area of interest and therefore separate hapu based settlements are unlikely to be acceptable to the Crown.

The process must be fair, open and transparent

The proposed processes and measures outlined in Part Two of this DRAFT mandate strategy such as decision making, disputes procedures, reporting requirements as well as the logistical matters such as hui time and location advertising, voting rules and procedures must all be clearly established. This is to ensure that the strategy meets the requirements of being fair, open and transparent.

4. Who are the Crown dealing with/Claimant Definition

Tupuna/Ancestry

The Ngātiwai claimant group includes all individuals, whanau and hapu of Ngātiwai that trace descent from our founding ancestor Manaia II, Tahuhuniorangi and Te Rangihokai. This will be refined and confirmed throughout the course of negotiations. Ngātiwai descendents include those affiliated to the following Marae and Hapū (including historical hapū who have since been absorbed into present day hapū).

Marae and Hapū

NOTE: Some hapū have shared whakapapa with both Ngātiwai and other iwi. This strategy will seek to clarify and address their Ngātiwai related claims only.

Ngātiwai Marae ³	Present Day Ngātiwai Hapū	Historical Ngātiwai Hapū
Tūparehuia Ngalotonga Otetao Reti Ōākura Mōkau Punaruku Whananāki Matapōuri Ngunguru Pātaua Takahīwai Omaha ⁴ Motairehe ⁵ Kawa	To be confirmed	To be confirmed

NOTE: Ancestry, hapu and marae need to be checked and confirmed by kaumātua. A wananga is to be held in late April 2013 to commence the clarification of these matters.

For clarity we acknowledge that both the Ngāti Manuhiri Settlement Trust and Ngāti Rēhua – Ngāti Wai ki Aotea Trust (with the support of Ngātiwai Trust Board) have achieved a mandate to represent their hapu in separate negotiations with the Crown. Therefore this mandate strategy will cover all remaining claims of Te Iwi o Ngātiwai while acknowledging that the iwi/hapū listed above whakapapa into us.

³ See Schedule 2 of the Trust Deed for Recognised Marae of Ngātiwai.

⁴ Note that Omaha Marae is listed in the Ngāti Manuhiri Settlement.

⁵ Note that Motairehe and Kawa Marae are included in the Claimant Definition for Ngāti Rēhua - Ngāti Wai ki Aotea.

WAI Claims to be Settled

The Ngātiwai WAI claims include all remaining claims made at any time (whether or not the claims have been researched, registered and/or notified) by any claimant or anyone representing them that:

- are based on a claimant's affiliation to Ngātiwai and/or one of the listed marae;
- are founded on rights arising from the Te Tiriti o Waitangi/The Treaty of Waitangi, or its principles under legislation, at common law (including customary law and aboriginal title) from a fiduciary duty, or otherwise; and
- arise from or relate to acts or omissions that occurred before 21 September 1992 by or on behalf of the Crown or under legislation whether registered or not with the Tribunal.

Remaining Ngātiwai Claims (In-so-far as they relate to Ngātiwai)

Wai No⁶	Claim Title	Claimants
244	Te Iwi o Ngātiwai historical claims	Uru Palmer/Ngātiwai Trust Board
262 ⁷	Flora & Fauna	Saana Murray & Others
Others to be confirmed?		

⁶ Note: All WAI numbers need to be checked with the Waitangi Tribunal to ensure we have an up to date list.

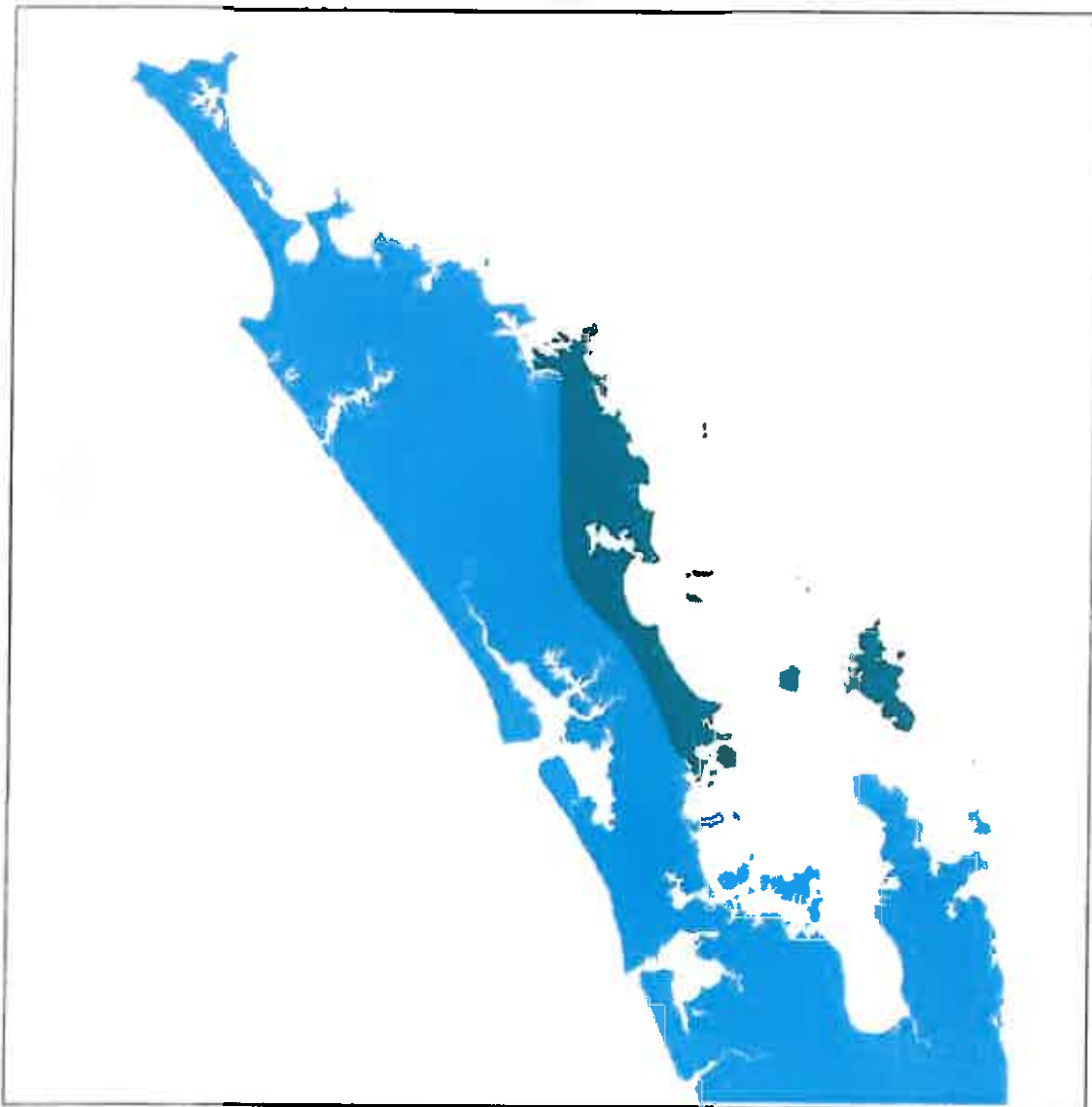
⁷ Note: only the historical component of WAI262 in so far as it relates to Ngātiwai is to be included.

Rohe/Area of Interest

The rohe (tribal area) of Ngātiwai is located in the Taitokerau region encompassing Motukōkako and Rakaumangamanga (Cape Brett) to the north and extending south to Okura river mouth south of Whangaparoa. The easterly boundary takes in Tawhiri Rahi and Aorangī (the Poor Knights), Taranga (Hen) and Maro Tiri (Chicken) Islands, Hauturu-a Toi (Little Barrier), Aotea (Great Barrier), Kawau, Tiritiri Matangi, and includes interests in Waiheke and many other offshore islands and rocks of Te Moana Nui a Toi. The western boundary generally follows State Highway 1 running from an area in the south around the Kaipara flats north and backs onto the eastern boundaries of neighbouring iwi (as shown in the map below).

The land, ocean and islands along this coastline have a unique and special significance for Ngātiwai. They contain sites of cultural significance (i.e. traditional food sources, lanes of travel, islands sites of ancient occupation and wahi tapu).

NOTE: A complete list of natural resources will be compiled to accompany this broad description including all islands, forests, rivers, harbours, sands, gravel, minerals and any other natural resources that fall within the Ngātiwai rohe/area of interest.



5. The Ngātiwai Trust Board

Structure and Key Governing Documents

In 1984 the NTB was constituted under the Charitable Trusts Act 1957 with the governance and management arrangements set out in a Trust Deed (see Appendix B). The Trust Deed has been developed in a manner that aims to embrace the beneficiaries of Ngātiwai irrespective of their domicile but with a clear linear relationship between the beneficiaries, Marae and the Trust Board. NTB is ultimately responsible and accountable to members of Te Iwi o Ngātiwai.

Ngātiwai Trust Board is recognised as a Mandated Iwi Organisation (MIO) under the Māori Fisheries Act (2004) and has its *Ngātiwai Iwi Environmental Plan* recognised as an Iwi Planning Document (IPD) under the Resource Management Act (2007) for consent purposes. (See the Ngātiwai Trust Board's website for further information at www.ngatiwai.iwi.nz).

Meetings of the Board

The Trustees meet regularly on a monthly basis. The NTB also has the authority to call special general meetings in accordance with its Trust Deed, where required

Ngātiwai Trust Board Representatives

The NTB is governed by 14 Trustees each elected by adult registered members of one of the 14 Ngātiwai marae. Each marae may also elect one alternate. Each Trustee may hold office for a term no longer than three years without having to face re-election. In summary a Trustee may cease to hold office if they:

- resign in writing
- fail to or neglect to attend three consecutive meetings of the Trustees without leave of absence
- have been suspended for a period exceeding three consecutive meetings of the Trustees
- have been declared of unsound mind by a medical practitioner
- is or becomes bankrupt
- is or has been convicted of a crime involving dishonesty
- dies
- is in or accepts employment with another Iwi organisation, or
- fails to meet the requirements for registration as an officer with the Charities Commission.

The Board is entitled to suspend a Trustee for any acts or omissions caused by that Trustee which are perceived by the Board to be adverse to the interests of the Trust. Suspension is effective the moment that 75% of the Trustees entitled to vote do so in favour of that suspension. Suspension can be enforced for any length of time as the Board feels appropriate in the circumstances.

Election of Trustees

The NTB election process was publicly notified (see Appendix C) and the NTB held its elections following which it announced the results of the elections at the Annual General Meeting (AGM) on 25th of February 2011 in accordance with the Trust Deed. There were 14 nominations received and the following Trustees were formally elected for a term of three years.

Marae	Trustees	Alternate
Tūparehuia	Kathy Pita	Dick Pene
Ngalotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruuku	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mōkau	Donna Tamaki	Adrienne Taungapeau
Oākura	Henry Murphy	
Whananāki	Allan Moore	Isha Waetford
Matapōuri	Kris MacDonald	Manon Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātaua	Hori P Mahanga	
Takahīwai	Michael Leuluai	
Pākiri	Laly Haddon QSM	
Motairehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

Treaty Claims Sub-committee of the NTB

In accordance with the Trust Deed and from time to time the NTB may convene a sub-committee of its members to address special matters and to report back to the full Board to provide updates and make recommendations when decisions are needed.

The Board has established a sub-committee of three Trustees: (Kris MacDonald, Merepeka Henley (Deputy Chairperson) and Haydn Edmonds (Chairman)) to form the basis for a Treaty Claims committee (TCC). At an operational level the TCC is further made up of the Acting Chief Executive Officer (CEO) and Treaty Claims Manager (TCM) as ex officio members. Further support on the TCC may be considered as the need for additional skills and or experience is identified.

Eligibility and process to register on the Tribal Register

The NTB is currently in the process of upgrading its tribal register and registration process and with that work half way complete we currently have 3,298 registered members (voting and non-voting). The population of Ngātiwai is undoubtedly larger than the 2006 census estimate of 4,866 and NTB is confident it will develop an effective communications strategy and an improved registration process to enable all Ngātiwai to be enrolled on the tribal register should they wish to do so.

The NTB will also undertake a registration drive during the mandate hui process. It will aim to encourage members of Ngātiwai to register and be kept informed and participate in the Ngātiwai settlement negotiations with the Crown.

The process for registration can occur either:

- by completing a registration form (see Appendix D) and posting it to the office or
- by registering online at www.ngatiwai.iwi.nz.

Both of these registration methods are currently undergoing review and improvements.

After registrations are received they are entered into a database pending authentication from the NTB Trustee who was appointed by the Marae that the registration affiliates with. If the Trustee does not know the person personally they may seek confirmation from the marae Trustees of the whakapapa provided.

DRAFT

6. What has happened so far?

Date	Preparing the Claim
27 March 1987	Intent to Claim filed by Lucy Uru Palmer (Trustee) and Patuone Hoskins (Chairman) on behalf of Ngātiwai Trust Board. (See appendix E)
11 November 1991	<p>Claim admitted to the Register as WAI244 due to the filing of ancillary claims (See Appendix F)</p> <ul style="list-style-type: none"> • Substantive claim filed in two parts: <ul style="list-style-type: none"> ○ 30 July 2000 (see below) relating to Ngāti Manuhiri and ○ 29 August 2008 (see below) relating to the remainder of Ngātiwai • This was followed by two technical amendments filed 19 October 2009 and 30 March 2012.
30 July 2000	<p>Amended statement of claim filed (See Appendix G). Includes:</p> <ul style="list-style-type: none"> • Notice that the portion of Ngātiwai's claims that are covered by Stage III of Kaipara Inquiry will be prosecuted on behalf of Ngātiwai by the Board's Chairperson Laly Paraone Haddon • Ngātiwai Claimant Definition including ancestry and rohe/area of interest. • Interpretation of the Treaty of Waitangi and breaches of the Treaty by the Crown • Particulars of land losses in Mangawhai including: <ul style="list-style-type: none"> ○ Failure to actively protect taonga (i.e. insufficient land provided for continued occupation) ○ Failure to survey or properly survey mangawhai block prior to purchase ○ Failure to pay a fair purchase price ○ Failure to provide reserves ○ Failure to pay ten percent of future sale proceeds to Ngātiwai
29 August 2008	<p>Amended statement of claim filed (See Appendix H). Includes:</p> <ul style="list-style-type: none"> • Revised Claimant Definition including: <ul style="list-style-type: none"> ○ Ngātiwai marae and location ○ the governance entity being NTB ○ tupuna/ancestry back to Manaia from whom descend Tahuhunuiorangi and Te Rangihokala ○ area of interest/rohe from Rakaumangamanga to Mahurangi, across to Aotea, and returning to Rakaumangamanga by way of the many islands and waters of Te Moana Nui a Toi. • Revised statement of claim including: <ul style="list-style-type: none"> ○ Land purchases prior to 1865 ○ Alienation of land through actions which were improper

	<ul style="list-style-type: none"> ○ Actions of the Native Land Court and the Maori Land Court ○ Loss of land during the 20th century ○ Application of legal measures by the Crown resulting in: <ul style="list-style-type: none"> ▪ Suspension of the use of te reo Maori and some cultural practices ▪ Constraints or prohibitions on exercising customary rights ▪ Impacts on indigenous species and their habitats ▪ Failure to adequately protect the historical heritage resources of Ngātiwai ▪ Loss of property in freshwater, the air column, the coastal marine area, and the Exclusive Economic Zone. ○ Redress sought including: <ul style="list-style-type: none"> ▪ Apology by the Crown ▪ Return of Crown Forestry land or memorialised land ▪ Return of other land ▪ Financial and commercial redress ▪ Rights of first refusal over the sale of specified Crown assets ▪ Cultural redress mechanisms ▪ Statutory Acknowledgements and Deeds of Recognition ▪ Noheanga and right of way entitlements ▪ Protocols with Ministers of the Crown and with quasi Crown agencies. ▪ Confirmation of customary non-commercial marine and freshwater fishing interests ▪ A process leading to memoranda of understanding with local government agencies relevant to Ngātiwai rohe ▪ Changes to certain reserves and place names and ▪ Other relief as deemed to be appropriate.
2009	<p>NTB provided funding of \$225,000.00 to undertake research based on three marae clusters (northern, central and southern).</p> <ul style="list-style-type: none"> • To date research has been completed for the northern cluster and partially completed for both the central and southern cluster. • Both Ngāti Rehua and Ngāti Manuhiri who were part of the southern cluster completed their research and have progressed separate negotiations/settlements. • The remaining local areas yet to complete research include Pataua and Takahiwai. • A summary of the claims to be put to the Crown has partially been completed based on generic research and those components of the local research completed for each of the three clusters.
April 2013	<p>NTB undertake research gap analysis to determine the standard of research needed for negotiations and any additional research needed to meet the standard.</p>

Date	Engagement with the Crown
3 June 2009	Crown present settlement proposal (Including quanta and cultural redress) to claimant groups in Tamaki Makaurau, Kaipara and Hauraki (including Ngati Manuhiri and Ngati Rehua – Ngati Wai ki Aotea).
18 August 2009	NTB writes to Minister for Treaty of Waitangi Negotiations.
12 October 2009	Minister for Treaty of Waitangi Negotiations writes to NTB advising approach re Northland claims.
November 2009	Ngati Rehua – Ngati Wai Ki Aotea Trust achieve a DOM.
30 November 2009	NTB writes to Minister for Treaty of Waitangi Negotiations: <ul style="list-style-type: none"> • Confirming NTB support for settlement of Ngati Rehua and Ngati Manuhiri claims separately first; and • Seeking settlement of balance of Ngātiwai claims separately from Ngapuhi Treaty claims, thereby excluding Ngātiwai claims from the WAI 1040 process.
15 February 2010	Minister for Treaty of Waitangi Negotiations declines request on the following grounds: <ul style="list-style-type: none"> • Ngati Rehua and Ngati Manuhiri interests are geographically separate; • Ngātiwai and Ngapuhi interests overlap and therefore should be dealt with together.
5 March 2010	NTB writes to Minister for Treaty of Waitangi Negotiations again seeking separation of settlement of Ngātiwai claims from Ngapuhi on the grounds that: <ul style="list-style-type: none"> • The level of work required to negotiate with Ngātiwai separately is similar to that which has occurred with other iwi; and • Overlapping interests should not prevent Ngātiwai from negotiating and settling its claims outside WAI 1040 if it so wishes; and • NTB in a position to achieve a mandate in an appropriate timeframe; and • Unlike Ngapuhi, Ngātiwai wish to deal directly with the Crown. The letter also sought a meeting with the Minister.
May 2010	The Crown unilaterally includes Ngātiwai in the Northland Inquiry WAI 1040 with Ngapuhi.
4 June 2010	Meeting with Minister for Treaty of Waitangi Negotiations to discuss Ngātiwai's position.

17 June 2010	Letter from Minister for Treaty of Waitangi Negotiations inviting NTB to national Te Kokiri Ngatahi Hui.
21 October 2010	Attendance at national Te Kokiri Ngatahi Hui.
2011	Minister confirms that Crown is open to direct negotiations – subject to mandate.
June 2012	Ngati Manuhiri achieves DOS.
June 2012	Letter from Minister assuring NTB that Ngātiwai interests in Hauturu have not been extinguished and Ngati Manuhiri interests are not exclusive.
March 2013	NTB finalising DRAFT Mandate Strategy (i.e. this document) for feedback from Te Iwi o Ngātiwai.

Previous Engagement with the Crown

NTB have previously engaged with the Crown to progress a Treaty Settlement via direct negotiations as outlined in the table above.

NTB has responded to a coastal statutory acknowledgment matter raised by Ngāti Pukenga as part of their negotiations that is focused on a parcel of land within the rohe of Ngātiwai.

NTB Information Sharing Hui with Te Iwi o Ngātiwai

Due to the lengthy period over which the developments (described above) have taken place and before seeking a mandate the NTB decided to run a series of three "information sharing hui" to update Te Iwi o Ngātiwai on developments. Therefore during the preparation of this DRAFT mandate strategy NTB held three such hui with the notified purpose of the hui being to provide information about:

- The Ngatiwai Trust Board and its work to date on Treaty Settlement matters,
- The pros and cons of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown,
- Crown settlement policy,
- The intentions of NTB to progress an Iwi wide Treaty Settlement and its preferred option for doing so, and
- Other related matters

No votes or resolutions were put to the floor. While debate and discussion was encouraged to help formulate ideas and build relationships the purpose of the hui was informative only. Information sharing hui were held at:

- Ngātiwai Marae, Ngalotonga, Whangarū on Saturday the 23rd of March 2013
- Te Puna O Te Matauranga Marae, Northtech, Whangārei on Saturday the 6th of April 2013
- Waipuna Hotel & Conference Centre, Mt Wellington, Auckland on Saturday the 13th of April 2013.

Waitangi Tribunal

It is the intention of NTB to bypass the Tribunal process and go directly into negotiations subject to gaining a mandate.

We are aware that some claimants working within the "Whangarei Collective" in preparation for Stage 2 Tribunal hearings appear to have Ngātiwai whakapapa and interests. It is not clear to us if these individuals are discussing Ngātiwai related claims or claims related to their interests in or with other hapu/iwi. A request has been made via OTS to the Waitangi Tribunal and the Crown Forest Rentals Trust for this information.

Overlapping Iwi Interests

The NTB will take responsibility for engagement and interaction with neighbouring Iwi whose interests overlap or intersect with Ngātiwai settlement interests. The NTB will establish an "Overlapping Iwi Engagement strategy" to establish clear lines of communication, develop an understanding of how other Iwi are progressing their Treaty settlements and foster positive working relationships for the future.

Iwi who either border the rohe of Ngātiwai or have indicated an interest within the Ngātiwai rohe to date are shown in the table below.

Iwi	Stage of Settlement (from web-site search)
Ngāpuhi	<ul style="list-style-type: none">• Mandate Strategy endorsed Jan 2011• Crown endorsement held up by hapu representation submissions
Ngāti Whatua	<ul style="list-style-type: none">• DOM recognised December 2008• On hold until Kaipara, Orakei and Tamaki settlements finalised
Te Uri o Hau	<ul style="list-style-type: none">• Settled in 2002
Te Kawerau ā Maki	<ul style="list-style-type: none">• Part of Tamaki Makaurau Collective• DOS ratification hui 2 July – 8 August 2013
Marutuahu Iwi	<ul style="list-style-type: none">• Part of Hauraki and Tamaki Collectives• Initiated DOS June 2012• DOS and PSGE ratification hui 16-20 July 2013
Ngāti Pūkenga	<ul style="list-style-type: none">• Part of the Tauranga Iwi Collective• DOS and PSGE ratification hui completed awaiting results.

PART B: PROPOSED PATH AHEAD

7. Please give us feedback on NTB Proposals to Secure your Mandate

Key Areas of this Mandate Strategy to Consider

In order to secure a mandate NTB propose four key measures and processes to ensure that this mandate strategy is fair, open, transparent and consistent with key Crown Treaty Settlement policies.

Note: See section 3 of this document for an outline of the Crown's Treaty Settlement policies.

In summary these key measures and processes include:

1. **Accountability Measures** – which are designed to ensure that decisions, reporting, communications from the Board, disputes, changes to the mandate (after it is secured) and funding are all clearly and carefully detailed
2. **Supporting Structures** – are designed to help the NTB implement this mandate strategy and progress negotiations – if a mandate is achieved.
3. **Mandate Hui Process** – are designed and appropriately planned, notified or advertised, and conducted. Also that the resolution to be put to the vote is clear and transparent
4. **Voting Processes** – are established to clarify who is eligible to vote and how they can cast their postal vote including a special vote and what to do if you do not receive voting papers or you misplace your voting papers.

We want your feedback on each of the four key areas identified above or any aspect of this strategy covered to this point. Do you agree that the proposed measures are fair, open and transparent and consistent with Crown Treaty Settlement policies?

Do you have any suggestions to improve the proposals or processes?

Written Feedback Request

Please provide your written feedback by:

Friday the 10th of May 2013

Post or e-mail your feedback to:

Tania McPherson
Treaty Claims Manager
Ngāiwhai Trust Board
P O. Box 1332
Whangarei

tania.mcpherson@ngaiwhai.iwi.nz

8. Proposed Accountability Measures

The NTB has an established and robust set of accountability measures which are set out in a Trust Deed. These measures ensure that the NTB decisions and processes are transparent and that the NTB is ultimately accountable to its members. The proposed Deed of Mandate will build on the Trust Deed by adding an additional set of rules that the NTB will adhere to throughout settlement negotiations.

Decision Making Process of the Trustees

In relation to Treaty settlement negotiation matters the Trustees will in the first instance seek to make decisions by consensus. Where consensus cannot be reached a simple majority vote (i.e. a vote greater than 50%) is sufficient to endorse a decision consistent with the NTB Trust Deed.

Reporting Process of the Trustees

The NTB will present a formal annual report each calendar year at a publically notified annual general meeting (AGM). The report will include:

- A progress report on negotiations; and
- An annual audited set of accounts

In addition NTB will hold hui or wananga as needed to either update members on negotiations or progress particular pieces of work (i.e. information sharing hui and whakapapa wananga)

Before progressing towards a settlement with the Crown the NTB will seek ratification from Te Iwi o Ngātiwai at its AGM or at a Special General Meeting on both the:

- Initialled Deed of Settlement and the
- Proposed Post Settlement Governance Entity

Communication Process with Te Iwi o Ngātiwai

The Ngātiwai website will be updated regularly with information about the negotiations process (i.e. panui and newsletters). Where members have provided NTB with their current addresses (including e-mail addresses) these mediums will also be used to disseminate information. In relation to mandate hui both newspapers and radio stations will also be utilised to inform members about the details of hui with at least 21 working days' notice.

Disputes Procedure

If a claimant or group has a concern regarding the NTB representation of their interests during negotiations, they must inform the NTB in writing. NTB will seek all relevant information required to ensure it has a clear understanding of the nature of the group's concerns.

Once information has been received, NTB will then consider if the matter requires further attention, if so they will meet with the group concerned and, acting in good faith, endeavour to agree on a process for resolving the dispute.

Should the parties fail to reach agreement on the process to resolve the dispute it shall be referred to mediation by a mediator to be agreed to by the disputing parties one month from the date the Board is advised in writing of the dispute.

Failing agreement on a suitable mediator to facilitate disputes resolution by the parties the appointment of an independent mediator will be referred to the Registrar of the Maori Land Court or its successor. This referral will be made within 10 working days following the expiration of the one month period previously allowed for the parties to agree upon a mediator.

Mandate Amendment and Removal Process

The following process must be undertaken to achieve an amendment or withdrawal of the mandate (once achieved) on behalf of the whole of the claimant community from the mandated body:

- A letter must be written by the claimant community representatives to the Chair of the mandated body identifying the concerns and also seeking a meeting to discuss these matters. The letter must be co-signed by at least 10% of adult registered members on the NTB iwi register (aged 18 years and over).
- If the meeting between the claimant community representatives and the Chair of the mandated body does not resolve the concerns, then the claimant community may organise a series of publicly notified hui.
- The publicly notified hui should follow the same process and procedures that conferred the mandate including:
 - A panui must outline the kaupapa of the notified hui
 - 21 working days notice of the hui must be provided in national and regional print media;
 - 8 hui must be held both nationally and within the rohe/area of interest;
 - A consistent presentation must outline the background to the concerns and the parties involved;
 - A detailed paper must be provided (similar to this one) outlining any alternative proposals or amendments
 - The resolution(s) to put to the claimant community must be consistent at each hui, and
 - An independent returning officer must be employed to oversee the voting process and notify results
 - A Te Puni Kokiri observer must be invited to observe and record proceedings
- Once the hui have been completed and the outcome of the voting process determined then the claimant community representatives that held the hui must inform the Office of Treaty Settlements (OTS) by way of letter about the result and to discuss next steps for settlement negotiations. This may involve some changes to the mandated body or another process to be undertaken as agreed with officials.

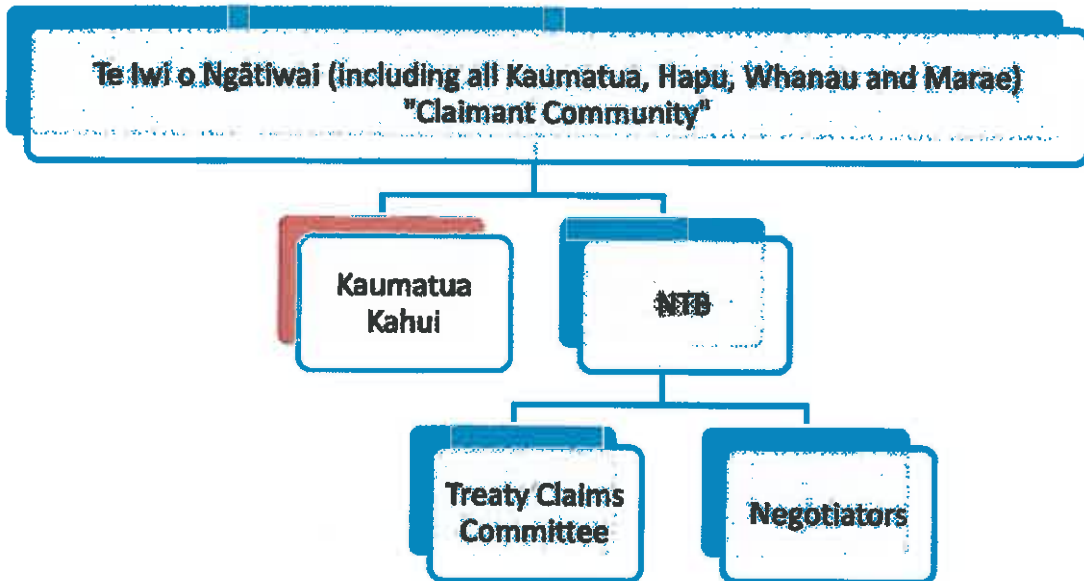
Treaty Settlement Funding Management

The NTB has significant experience managing resources and Government funding. The NTB has established a separate bank account to administer Crown claimant funding (see Appendix N).

The NTB has designated signing roles to approve the sign-off to manage funding in a transparent manner. The NTB is also GST registered and the reference number is 42-033-006.

9. Proposed Supporting Structures - Roles and Responsibilities

In order to progress the negotiations and settlement process the NTB propose that the following supporting structures are established.



Terms of Reference Components

With the exception of the NTB whose roles and responsibilities are already clearly set out in the Trust Deed each new structure requires a clearly defined terms of reference (ToR). The basic components that need to be clarified include:

- **Set up and Structure:** how is the group established and how are they organised internally?
- **Purpose:** what job(s) will each group do?
- **Accountability:** who do they report or relate to?

Each of the above components is outlined below for each new structure.

Kaumātua Kāhui

While the Trust Deed provides for a Roopu Kaumātua in relation to disputes about whakapapa relating to the registration of members on the tribal register it is proposed that the NTB enables and provides for an extension of this role in relation to the Treaty settlement process.

Set up and Structure: NTB seek nominations for up to a maximum of four Kaumatua to form a Kahui with an equality of each gender represented.

Purpose: Provide advice, oversight, direction and guidance to the NTB while:

- Supporting the Board in progressing a settlement via direct negotiations with the Crown with the aim of an AIP in 2013 and a DOS in 2014 and
- Keeping the Iwi together by ensuring accurate information is provided back to all kaumatua.

Accountability: Provide advice to NTB rather than reporting to it and will be responsible for keeping all kaumatua accurately informed of developments.

Negotiators

The Trustees will appoint negotiators. If negotiators do not adhere to the terms of reference or the negotiation strategy (yet to be developed) then there will be provision for removal. Negotiators will have no decision making authority. The performance of the Negotiators will be closely monitored by the NTB and reviewed if the need arises.

Set up and Structure: The number of negotiators will not exceed 4. The NTB may appoint one negotiator. The remaining negotiators may be nominated by each marae, vetted against a list of core competencies (to be established by the NTB) and then ranked by marae as the basis of a selection process. A matrix of complementary skills within the negotiators will be sought.

If the highest ranking nominees achieve a ranking of 75% or more from all marae they will be selected based on their ranking to fill the vacancies available. If the nominees fail to reach the 75% ranking but achieve a ranking of 50% or more they may be further considered in a new ranking round. Of those who are eligible to enter the new ranking round the highest ranking nominees who achieve a ranking of 75% or more will be selected based on their ranking up until the vacancies are filled. Further ranking rounds may continue until all the vacancies are filled. One member of the group may be elected Chief negotiator by the group subject to the approval of the NTB.

Purpose: To negotiate the best possible settlement with the Crown for Ngātiwai consistent with NTB negotiation strategy.

Accountability: Report to the NTB monthly or more frequently if the need arises.

Treaty Claims Committee

Set up and Structure: NTB have already established a sub-committee of its members to serve on the Treaty Claims Committee (TCC). The committee is supported by ex officio members. Additional members may be co-opted on the TCC if the need arises.

Purpose: To facilitate the settlement process by planning, implementing and following up on any matters that need attention to ensure that a settlement is secured and finalised in an efficient and effective manner.

Accountability: Report to the NTB monthly or more frequently if the need arises.

Participation of Te Iwi o Ngātiwai

Members of Ngātiwai can participate in the decision making processes by attending and voting on resolutions put at the AGM and at special general meetings.

Appointment of an Independent Returning Officer

An Independent Returning Officer (IRO) will be appointed by the Board to oversee the voting process and confirm the results.

Terms of Reference for the Independent Returning Officer

The IRO shall report to the Board after elections to identify any procedural issues or concerns and report the results of the voting process.

Involvement of Te Puni Kokiri Observers

The NTB will invite Te Puni Kokiri to attend the mandate hui in an observational capacity. This is to ensure that an independent account of the events that take place at the hui are witnessed and recorded.

10. Proposed Mandate Hui Process

Hui Time/Location

NTB will organise hui where large numbers of Ngātiwai members and claimant community reside both within the rohe of Ngātiwai and nationally. Given that the New Zealand 2006 census estimates the Ngātiwai population at 4866 we consider that the Ngātiwai population is likely to exceed 5,000 but not 30,000 people. Crown guidelines suggest that at this population level at least 8 mandating hui should be held.

According to the 2006 census the largest Ngātiwai population densities exist within the regions shown below in descending order. Therefore five (5) hui will be held in the following regions.

	2006 Census statistics
• Northland (i.e. Whangarei)	1,830
• Auckland	1,749
• Waikato (i.e. Hamilton)	432
• Wellington	273
• Bay of Plenty (i.e. Tauranga)	216

While the NTB tribal register indicates the primary affiliation of our voting population by marae they do not have to reside in these local communities to be registered. However given that NTB are required to hold mandate hui within our rohe/tribal area it is logical to group our marae into clusters and hold mandate hui on at least one of the marae within each of the following three clusters.

Northern

- Mōkau
- Ngaiotonga
- Ōakura
- Otetao
- Punaruku
- Tūparehula

Central

- Whananāki
- Matapōuri
- Ngunguru
- Pātaua

Southern

- Omaha
- Takahīwai
- Kawa
- Motairehe

The total number of mandate hui to be held will be 8 - being 5 regional mandate hui and 3 marae mandate hui held within our rohe/tribal area. **Note:** all dates and venues are yet to be confirmed although it is anticipated that all hui will be held during June 2013.

Hui Advertising

All mandating hui will be advertised with at least 21 working days public notice given prior to the first mandate hui. (See draft mandate hui advert attached as **Appendix #**)

National hui will be advertised in the following newspapers:

- Whangarei Northern Advocate
- Auckland NZ Herald
- Waikato Waikato Times
- Tauranga Bay of Plenty Times
- Wellington Dominion Post

Local hui will be advertised in the following newspapers:

- Northern Northern Advocate
- Central Northern Advocate
- Southern NZ Herald or Rodney Times

The advertisement (See Appendix O) will show:

- Where and when the hui will be held
- The purpose of the hui (i.e. to seek a mandate)
- Where hui information can be obtained (i.e. the presentation and voting pack)
- The resolution to be voted on at the hui (see below)
- Contact details of the NTB

Hui Presentation

A standardised hui presentation will be developed and delivered at each hui. The presentation will not change between hui (See draft mandate hui presentation attached as **Appendix #**). The presentation will include:

- The legal identity of NTB and its representatives (i.e. Trustees)
- The structure and governing documents of the NTB
- The claimant definition and historical claims to be settled
- A statement that the mandate sought is to represent Te Iwi o Ngātiwai in negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai
- A statement that NTB will present any initialled Deed of Settlement along with a proposed PSGE to Te Iwi o Ngātiwai for their ratification.

Resolution to be put to the Vote

There is only one resolution to be put to the vote which shall be stated as follows at all mandate hui:

"That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims"

11. Proposed Mandate Voting Process

Eligibility to Vote

Eligible voters are those members who are 18 years or older who descend from the founding ancestors of Ngātiwai and affiliate with one of the 14 Ngātiwai marae. Members may affiliate with more than one Ngātiwai marae but must choose only one marae as their primary marae for voting purposes.

Where a member is already registered on the tribal register and had their whakapapa and marae affiliation verified by their marae Trustee on the Board they will be eligible to vote.

Members who are not registered on the tribal register may vote subject to verification of their whakapapa and marae affiliation. Verification is to be undertaken by the marae Trustee on the NTB or where they do not know the individual personally after consulting with the affiliated marae or where necessary whanau.

Whangai members are eligible to vote subject to verification of their whanau whakapapa and affiliation with a Ngātiwai marae.

Spouses of eligible members are not eligible to vote.

No proxy votes will be accepted as a valid vote under any circumstances.

Voting will be by Postal Ballot Only

Voting will take place only by postal ballot. Any of the following methods for casting a postal mandate vote is acceptable:

- A vote received through the post or
- A vote submitted in a ballot box at one of the mandating hui or
- A special vote (see below) received via one of the above methods.
- Electronic or facsimile transmission of voting papers are also acceptable, however all voting papers whether posted or transmitted must be received in legible condition within the required timeframe. (See Postal Ballot material attached as Appendix #)

Postal Vote Process

The NTB will carry out a postal ballot process with a four week voting period. It will open on [date] and close on [date]. Three weeks prior to the opening date the NTB will send voting packs to all eligible members. At the beginning of the voting period Ngātiwai members registered on the NTB tribal register will be sent a mail-out (and an e-mail where an address has been provided) containing:

- a postal ballot voting pack (See Appendix P),
- their voter identifier number,
- the mandate information provided at mandate hui, and
- a freepost return envelope.

It is the iwi member's responsibility to ensure that any changes to their contact details are notified to the NTB to ensure that the tribal register is up to date prior to the distribution of voting information.

Voting at Hui

If Ngātiwai members have not already posted their postal vote to the IRO they may cast their votes at the mandate hui by placing their voting paper into the ballot box provided.

Special Vote

Where a member has not registered with the NTB before the start of the voting period and they contact the IRO to indicate their interest in voting - they will be sent a voting pack and mandate hui information. Alternatively, an allocated person under the supervision of the IRO can provide these at the mandate hui.

The voting papers must be marked with a provisional number for voting purposes. These numbers must be easily distinguishable from existing voting and registration numbers and recorded on a register of special votes by the IRO.

The members must then post their voting form to the IRO or place it in a ballot box provided at the mandate hui. Special votes will not be counted unless the voting form is received on or before the last day for receipt of voting papers. Special votes will be subject to verification that the voter fits within the criteria for eligibility (see above).

Voters must complete a special voting form if they:

- have registered on the Ngātiwai tribal register during the voting period but before the closing date for voting,
- did not receive a voting pack in the mail or via e-mail, or
- do not have their voting paper they received in the mail but want to cast their vote at a mandate hui.

Replacement Voting Papers

Replacement voting papers may be requested by contacting the IRO who will keep a record of the replacement papers on a voting register. Alternatively, an allocated person under the supervision of the IRO can provide replacement papers at the mandate hui. The replacement voting paper shall be marked "replacement".

Declaration of Postal Voting Results

In accordance with a standard postal ballot process, the results of the NTB mandate process will be notified in national and regional news media including the New Zealand Herald, the Northern Advocate and the Dominion Post.

The advert declaring the results of the postal ballot process will be notified within 14 working days after the postal ballot process has closed.

12. How is the Mandate Achieved?

Communicating Voting Results

After the close of the official voting period the votes will be counted by the IRO and communicated to the NTB. NTB will then make those results available to the Crown and will announce the results via an advertisement in national newspapers (described above). The results will also be placed on the NTB web-site.

Submissions Analysed and Responded to

As part of the voting pack members will also have the opportunity to make submissions on the mandate strategy. Any such submission will be provided to the Crown who will summarise them and where warranted request that NTB respond to them (i.e. Submissions must address if the process was fair, open, transparent and consistent with key Crown policies).

Deed of Mandate Recognised by Ministers

Provided that the vote returns a majority and no substantive submissions objecting to the process are outstanding after NTB have been given the opportunity to respond to them the Minister will endorse the mandate officially in a Deed of Mandate.

13. Appendices (to be compiled)

- A. Letter from Crown dated 17 October 2012 recognising Ngātiwai as a suitable LNG to enter into settlement negotiations.**
- B. NTB Trust Deed.**
- C. Public Notices notifying Trustee Elections.**
- D. NTB Registration Form for the Tribal Register**
- E. See pages 17 to 19 for Appendices E to M**
- F.**
- G.**
- H.**
- I.**
- J.**
- K.**
- L.**
- M.**
- N. Systems generated bank deposit slip or bank statement header showing the account name and number for Claimant funding to be paid into.**
- O. Mandate Hui Public Notice**
- P. Voting Pack**

ATTACHMENT TWELVE



Ngātiwai Trust Board Mandate Strategy

On behalf of Te Iwi o Ngātiwai

Version: 6

Status of this document: Public

Date submitted to OTS: 19 July 2013

Date endorsed by OTS and TPK: 24 July 2013

Kia Tūpato!

***Ka tangi a Tūkaiaia kei te moana, ko Ngātiwai kei te moana e haere ana;
Ka tangi a Tūkaiaia kei tuawhēnua, ko Ngātiwai kei tuawhēnua e haere ana.***

Beware!

***When Tūkaiaia calls at sea, Ngātiwai are at sea;
When Tūkaiaia calls inland, Ngātiwai are inland.***

Contact Person	Representative Body
Tania McPherson Treaty Claims Manager Phone: (09) 283 9553 Mobile: (021) 6677 98 e-mail: tania.mcpherson@ngatiwai.iwi.nz	Ngātiwai Trust Board 129 Port Road P.O. Box 1332 Whangarei 0140 Phone: (09) 430 0939

1. PRELIMINARIES

1.1 *A Word from the Chair*

Tēnā kōutou katoa

Along with a good deal of other Iwi throughout Aotearoa including Iwi in Te Tai-tōkerāu region our Board is now of the view that the time has come to seek a Treaty Settlement with the Crown. In doing so we have two options: the first involves going to the Waitangi Tribunal. This is a long process and arguably provides the opportunity for grievances to be thoroughly documented and publicly aired - in the Tribunal Hearings. The other is to go into direct negotiations with the Crown. By comparison this is a shorter process reducing time and costs for both Ngātiwai and the Crown. The first step in following this later path is to seek a mandate from Iwi members to represent their interests in direct negotiations. That is the purpose of this document.

However, it is a mistake to think of the two processes as competing with each other because in the end, all settlements must still be negotiated with the Crown. While the Waitangi Tribunal can present a final report to the Crown for consideration, their recommendations are not binding except in a few rare instances. At that point negotiations commence as they do in direct negotiations and each Iwi is left to fight for as much as they can get.

While an earlier DRAFT of this document suggested that a short-cut direct negotiations process alongside Tribunal hearings might be possible, neither the Crown nor the Waitangi Tribunal have followed through with a commitment to this option for Ngātiwai. For clarity it should also be mentioned that this strategy supersedes any previous Treaty settlement proposals or options put forward by the Ngātiwai Trust Board (i.e. proposals to amend the Trust Deed on 17 September 2012).

The harsh reality though is that no settlement however well founded or carefully worded and presented through the Waitangi Tribunal or in direct negotiations with the Crown will ever compensate whānau, hapu and Iwi for the full loss of land and hardship that has been suffered. Ultimately there is a fiscal "cap" on the amount of redress offered and it is debatable that if one took the Waitangi Tribunal pathway to settlement the overall result would be any different from the direct negotiations pathway.

In the end you will decide. If you give us your mandate it is possible to reach a settlement by 2014. If not, it could take up 10 or more years to reach a Settlement. However, we cannot responsibly sit back and neglect to present you with an opportunity to choose. Therefore this document does that by firstly informing you of how we propose to give you that choice – you get to vote on it - and then if we get your support it outlines how we will go about securing a settlement on your behalf.

Ngā Mihini



Haydn Edmonds
Chairman
Ngātiwai Trust board

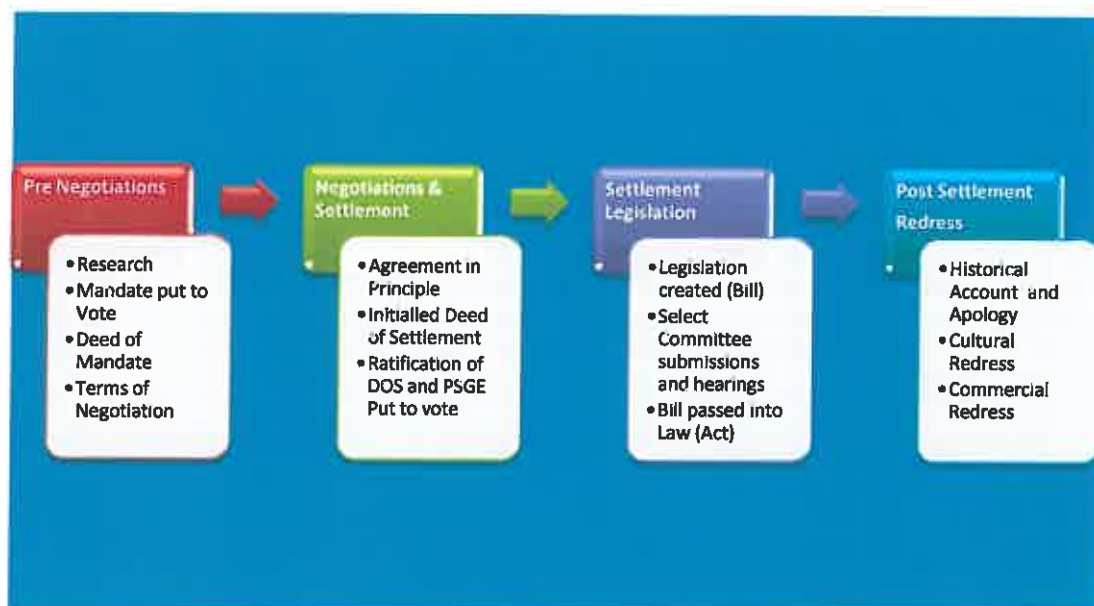
1.2 Structure of this Document

This document is prepared in two parts:

- **Part one:** provides background information and context to the Mandate Strategy (i.e. who is seeking a mandate from whom and what will be done with it if it is secured). It then describes in detail the group who will be represented by the Ngātiwai Trust Board if the mandate is secured. It also provides details about the internal structure and operations of the Ngātiwai Trust Board (who is seeking the mandate) and concludes with an update on matters the NTB will need to address in moving forward (i.e. overlapping iwi/claims, relationship building with hapu and research yet to be completed).
- **Part two:** sets out the proposed path ahead by clarifying the components of the mandate strategy including what will be done, who will do it, how will they do it, where and when it will be done etc. It provides the logistics of how a mandate is secured. Finally it sets out the next steps that will follow after the voting period has closed to confirm a mandate has been secured in a Deed of Mandate.

1.3 Overview of the Direct Negotiations Pathway

The illustration below shows the bigger picture by outlining how the Mandate is only the first step in a series of steps towards negotiating a comprehensive Settlement with the Crown on a full and final basis.



1.4 A Note about Ngāti Manuhiri and Ngāti Rēhua – Ngātiwai ki Aotea

This document is to be read on the basis of and is to apply in respect of all remaining Ngātiwai Historical Treaty claims other than those claims that have or are, with the support of the Ngātiwai Trust Board been or are being prosecuted by Ngātiwai hapū autonomously.

Throughout this document the term “remaining claims” refers to those remaining Ngātiwai claims that have not already been prosecuted or are not in the process of being prosecuted (i.e. excluding settlement or negotiations towards settlement related to Ngāti Manuhiri by the Ngāti Manuhiri Settlement Trust and Ngāti Rēhua – Ngātiwai ki Aotea by Ngāti Rēhua – Ngātiwai ki Aotea Trust).

1.5 List of Abbreviations

AGM	Annual General Meeting
AIP	Agreement in Principle
CEO	Chief Executive Officer
DOM	Deed of Mandate
DOS	Deed of Settlement
IDOS	Initialled Deed of Settlement
IPD	Iwi Planning Document
IRO	Independent Returning Officer
LNG	Large Natural Grouping
MIO	Mandated Iwi Organisation
NTB	Ngātiwai Trust Board
OTS	Office of Treaty Settlements
PSGE	Post Governance Settlement Entity
TCC	Treaty Claims Committee
TCM	Treaty Claims Manager
TON	Terms of Negotiation
TOR	Terms of Reference
TPK	Te Puni Kōkiri

1.6 Table of Contents

1. PRELIMINARIES

1.1	A Word from the Chair.....	3
1.2	Structure of this Document.....	4
1.3	Overview of the Direct Negotiations Pathway.....	4
1.4	A Note about Ngāti Manuhiri and Ngāti Rēhua – Ngātiwai ki Aotea.....	4
1.5	List of Abbreviations.....	5
1.6	Table of Contents	6

PART A: INFORMATION AND BACKGROUND CONTEXT

2.	What is a Mandated Strategy and what does it do?.....	9
2.1	The purpose of this document is to establish a strategy to secure a mandate....	9
2.2	Who is seeking a mandate from whom?.....	9
2.3	What are the limits to a mandate and what is a PSGE?.....	9
2.4	What happens next and how long will it take to achieve a settlement?.....	9
3.	How will the Crown assess this Strategy?.....	10
3.1	Engagement with the Crown must be consistent with key Crown policies.....	10
3.2	The process must be fair, open and transparent.....	10
4.	Who are the Crown Dealing with/Claimant Definition?.....	11
4.1	Founding Tupuna/Ancestry.....	11
4.2	Marae and Hapu.....	11
4.3	WAI Claims to be Settled.....	13
4.4	Rohe and Wider Area of Interest.....	14
5.	The Ngātiwai Trust Board.....	15
5.1	Structure and Key Governing Documents.....	15
5.2	Eligibility and process to register on the Tribal Register.....	15
5.3	Eligibility to become an Elected Trustee.....	15
5.4	Ngātiwai Trust Board Appointment and Removal Process.....	16
5.5	Election of Current Trustees.....	16
5.6	Meetings of the Board.....	17
5.7	Treaty Claims Sub-committees of the NTB.....	17
6.	What has happened so far?.....	18
6.1	Preparing the Claim.....	18
6.2	Engagement with the Crown.....	22
6.3	Engagement with Te Iwi o Ngātiwai	22
6.4	Consultation on a DRAFT Mandate Strategy.....	22
6.5	Preliminary Engagement with Some Hapu.....	22
6.6	Waitangi Tribunal.....	23
6.7	Overlapping Iwi Interests.....	23

PART B: PROPOSED PATH AHEAD

7.	NTB Proposals to Secure your Mandate.....	25
7.1	Key Areas of this Mandate Strategy.....	25
7.2	Improvements Made to earlier proposals.....	25
8.	Proposed Accountability Measures.....	26
8.1	Decision Making Process of the Trustees.....	26
8.2	Reporting Process of the Trustees.....	26
8.3	Ratification of an initialled Deed of Settlement by Iwi members.....	26
8.4	Communication Process with the Te Iwi o Ngātiwai.....	26
8.5	Disputes Procedure.....	26
8.6	Mandate Amendment and Removal Process.....	27
8.7	Claimant Fund Management and Accountability	27
9.	Proposed Supporting Structures including Roles and Responsibilities.....	28
9.1	Terms of Reference (ToR) Components.....	28
9.2	Kaumāta and Kuia.....	29
9.3	Hapu.....	29
9.4	Negotiators.....	29
9.5	Treaty Claims Committee.....	30
9.6	Claims Research.....	30
9.7	Participation of Te Iwi o Ngātiwai.....	30
9.8	Independent Retraining Officer.....	30
9.9	Invovement of Te Puni Kokiri Observers.....	30
10.	Proposed Mandate Hui Process.....	31
10.1	Hui Time/Location.....	31
10.2	Hui Advertising.....	32
10.3	Hui Presentation.....	32
10.4	Resolution to be put to the Vote.....	32
11.	Proposed Mandate Voting Process.....	33
11.1	Eligibility to Vote.....	33
11.2	Voting by Postal Ballot.....	33
11.3	Voting at Hui.....	33
11.4	Voting Online.....	33
11.5	Special Vote.....	33
11.6	Voting Process.....	34
11.7	Replacement Voting Papers.....	34
11.8	Decleration of Postal Voting Results.....	34
12.	How is the Mandate Achieved?.....	35
12.1	Communicating Voting Results.....	35
12.2	Submissions Analysed and Responded to.....	35
12.3	Deed of Mandate Recognised by Ministers.....	35

PART A: INFORMATION AND BACKGROUND CONTEXT

2. What is a Mandate Strategy and what does it do?

2.1 *The purpose of this document is to establish a strategy to secure a mandate*

This document provides all the information required for the Ngātiwai Trust Board ("NTB") to demonstrate that it has a clear strategy to achieve a Mandate from Te Iwi o Ngātiwai to represent Ngātiwai in direct negotiations with the Crown.

The mandate must be achieved:

- Through a fair, open and transparent process that is supported and conferred by Te Iwi o Ngātiwai members and recognised by the Crown.
- In a manner consistent with key Crown Treaty settlement policies.

This document is not for the purpose of describing specific details about the claims, nor of the settlement to be sought, as these are significant matters to be further researched, discussed, negotiated and communicated between Te Iwi o Ngātiwai, the NTB and the Crown.

2.2 *Who is seeking a mandate from whom?*

This mandate strategy signals that the NTB is intending to seek a mandate to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all remaining historical Treaty claims of Ngātiwai. Any such mandate must be conferred by the claimant group initially and only after that has been achieved can Ministers then recognise the mandate in a Deed of Mandate (DOM).

2.3 *What are the limits to a mandate and what is a PSGE?*

A DOM will only give NTB the authority to negotiate an initialled Deed of Settlement (IDOS) with the Crown. NTB must then present the IDOS together with a proposed Post Settlement Governance Entity (PSGE) to Te Iwi o Ngātiwai for their approval and ratification.

A PSGE is a newly established non-charitable representative entity specifically designed to receive settlement assets. Assets received by the PSGE after a settlement occurs are intended to be managed prudently for the benefit of current and future generations of the settling group (i.e. Ngātiwai).

2.4 *What happens next and how long will it take to achieve a settlement?*

This mandate strategy has been endorsed by the Crown and once implemented by the NTB the results of the mandate voting process will determine if a DOM to represent Te Iwi o Ngātiwai can be established for NTB.

The DOM if recognised by Ministers will allow the NTB to enter into direct negotiations with the Crown, agree on Terms of Negotiation (TON) and then negotiate an Agreement in Principle (AIP).

All going well NTB aim to achieve an AIP by June 2014 and present the IDOS together with a proposal for a PSGE back to Ngātiwai in late 2014 for ratification before a settlement can be finalised and a DOS established. The final step will then be up to NTB and officials to draft a settlement Bill to enact the DOS into Law following which settlement redress will be handed over to the newly formed PSGE.

3. How will the Crown assess this Strategy?

3.1 *Engagement must be Consistent with Key Crown Policies*

Over time the Crown has established a number of key policies that frame-up the context in which direct Treaty settlement negotiations take place today. Those that influence the process to achieve a DOM are outlined below.

The Crown Negotiates with Large Natural Groupings (LNG)

The Crown seeks to settle all historical Treaty claims of a Large Natural Group of tribal interests in comprehensive negotiations, whether registered or un-registered or wherever the grievances occur. Crown Settlement Policy sets out the strong preference to negotiate with a LNG of tribal interests rather than with individual claimants or whānau within a tribe. This allows the Crown to offer a wide range of redress, and reduces costs for both the mandated representatives and the Government. The Crown has recognised Ngātiwai as a suitable LNG (see Appendix A) to enter into settlement negotiations - if a Mandate is secured.

The Crown Negotiates Comprehensive Settlements

The Crown has a strong preference to negotiate comprehensive settlements so it can be sure that it can properly address all the historical claims of a claimant group at the same time. The Crown seeks to settle all the historical Treaty claims of a Large Natural Group of tribal interests in comprehensive negotiations, whether registered or un-registered and wherever the grievances are located.

Other Comprehensive Settlement Negotiations in our Rohe (tribal area)

It should be noted however that the both Ngāti Manuhiri and Ngāti Rēhua – Ngātiwai ki Aotea were given the opportunity to settle separately from Ngātiwai (with the support of NTB) because of their inclusion in the Tāmaki Makau-rau Collective Settlement along with other iwi/hapū.

The Tāmaki Makau-rau situation provided a unique set of circumstances that allowed for an exception to this key Crown Policy. Those circumstances include:

- That the rohe/area of interest for both Ngāti Manuhiri and Ngāti Rēhua ki Aotea were located within the Tamaki Makau-rau region.
- That the Tāmaki Makau-rau settlement process was primarily geographically focused on settling with multiple iwi/hapū that have a shared interest in Tāmaki Makau-rau region. It did not require all iwi/hapū to have a common tupuna or ancestor.

However, these unique circumstances do not exist for the remaining Ngātiwai hapu or their area of interest and therefore separate hapu based settlements are unlikely to be acceptable to the Crown.

3.2 *The process must be fair, open and transparent*

The proposed processes and measures outlined in Part Two of this mandate strategy such as decision making, disputes procedures, reporting requirements as well as the logistical matters such as hui time and location, advertising, voting rules and procedures must all be clearly established. This is to ensure that the strategy meets the requirements of being fair, open and transparent.

4. Who are the Crown dealing with/Claimant Definition?

4.1 Founding Tupuna/Ancestry

Te Iwi o Ngātiwai includes the many related hapū occupying the eastern coastline of the North Island between the Bay of Islands and Whangārei, and beyond southward to Pākiri, Omaha and Mahurangi, including Aotea (Great Barrier Island). Ngātiwai is unified in descent from one of the oldest descent groups in Te Tai Tokerau – Ngāti Manaia. From our ancestor Manaia and Ngāti Manaia descend our founding ancestors Manaia II and his sons Te Rauōtehuia and Tāhuhunuiōrangī.

From Manaia II comes the Ngāti Manaia lines including:

- Te Rauotehuia descending to Te Rangikapikitia. From Te Rangikapikitia comes key tupuna including Te Kura Makoha, Whāpapa and Te Wairua, Hikihiki I, and Huruhurumaiterangi. From Whāpapa and Te Wairua comes Toremātao, Te Rangapū and Te Rangihokaia and his descendants known as Ngāti Wai ki te moana.
- From Tāhuhunuiōrangī and his people of Ngai Tāhuhu comes key Ngātiwai tūpuna including Tū of Ngāti Tū and his descendants Te Whiti, Mārua and Te Ahi. Also important lines stem from Te Tuatahi including Te Huaki and Te Kahuwhero whose descendants hold mana whenua of the lands of Ngāti Takapari, Ngāti Kororā and Te Waiariki O Ngunguru.

Other key tūpuna of:

- Te Akitai from Tahuhunuiorangī include Rongorongōitaua and Te Ruaki.
- Te Whānau Whero trace their ancestry to Tamati Te Maru and
- Te Whānau O Rangihakaahu trace their ancestry to Rangitūkiwaho II.
- Te Patuharakeke trace their ancestry to Te Whakaariki.

The Ngātiwai Claimant group represents individuals, whānau, hapū and marae who trace their ancestry to these key tūpuna, hapū and are affiliated and whakapapa to the 14 Ngātiwai marae.

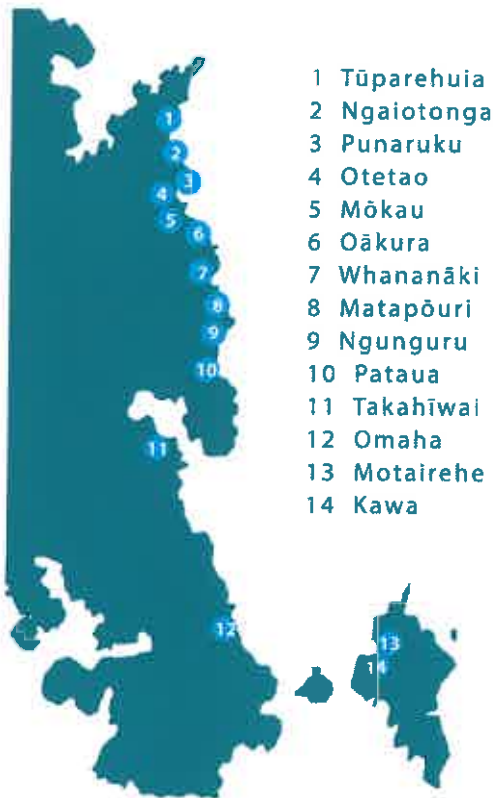
4.2 Marae and Hapū

Ngātiwai descendents include those who can whakapapa to our Marae and Hapū (including historical hapū who have since been absorbed into present day hapū). Some hapū have shared whakapapa with both Ngātiwai and other iwi. This strategy will seek to clarify and address Ngātiwai related claims only.

For clarity we acknowledge that while Ngati Manuhiri and Ngati Rehua are hapu of Ngātiwai both the Ngāti Manuhiri Settlement Trust and Ngāti Rēhua – Ngāti Wai ki Aotea Trust (with the support of Ngātiwai Trust Board) have achieved a mandate to represent these hapu in separate settlement negotiations with the Crown.

Therefore this claimant definition does not technically include Ngati Manuhiri or Ngāti Rēhua – Ngātiwai ki Aotea although members of these hapu who can whakapapa into any of the other hapu and tupuna listed above can participate in the mandating process through their wider whakapapa links to Te Iwi o Ngātiwai. Effectively this means all members of Ngātiwai can vote on the mandate. Ngātiwai hapu and marae are also listed in the claimant definition of other Large Natural Groups based on whakapapa and intermarriage. The Ngātiwai Trust Board will seek agreement to the treatment of these hapu and marae with the Crown, following discussions with the relevant groups.

Ngatiwai Marae



- 1 Tūparehuia
- 2 Ngaiotonga
- 3 Punaruku
- 4 Otetao
- 5 Mōkau
- 6 Oākura
- 7 Whananāki
- 8 Matapōuri
- 9 Ngunguru
- 10 Pataua
- 11 Takahīwai
- 12 Omaha
- 13 Motairehe
- 14 Kawa

Ngatiwai Hapu

Present Day Ngātiwai Hapū	Historical Ngātiwai Hapū	
Ngāti Kuta	Ngāti Kahuwhero	Ngāti Te Rāhingahinga
Patu Keha	Ngāi Tāhuhu	Ngāti Toremātao
Te Kapotai	Ngāi Tamatea (iwi)	Ngāti Tū
Ngāti Tautahi	Ngāti Hei	Ngāti Tuhukea
Te Uri o Hikihiki	Ngāti Horohia	Ngāre Raumati
Te Whānau Whero- mata-mamoe	Ngāti Kahuerueru	Ngau Paiaka
Te Aki Tai	Ngāti Kahuwaeroa	Ngau Pakiaka
Te Kainga Kurī	Ngāti Kiripakapaka	Te Parupuha
Ngāti Toki ki-te-moana	Ngāti Kopae	Te Uri Ratakitahi
Te Whānau ā	Ngāti Kura	Te Uri Karaka
Rangiwhakaahu	Ngāti Manaia	Te Parawhau
Ngāti Takapari	Ngāti Mārua	Te Tāwera
Ngāti Kororā	Ngāti Paeahi	Te Irirata
Te Patuharakeke	Ngāti Pare	Te Uri O Te Ao(heiawa)
	Ngāti Raupō	Te Uri O Tai Hāruru
	Ngāti Rongo	Te Uri Whakapiko
	Ngāti Taimanawāiti	Te Uri Hakū
	Ngāti Taimango	Te Uri Papa
	Ngāti Tahuu	Te Uri Pare
	Ngāti Tao	Te Uriōkatea
	Ngāti Taura	Te Uri Tamure
	Ngāti Tera	Te Uri Whakapiko

4.3 WAI Claims to be Settled

The Ngātiwai WAI claims include all remaining claims made at any time (whether or not the claims have been researched, registered and/or notified) by any claimant or anyone representing them that:

- are based on a claimant's affiliation to Ngātiwai and/or one of the listed hapu and marae;
- are founded on rights arising from the Te Tiriti o Waitangi/The Treaty of Waitangi, or its principles under legislation, at common law (including customary law and aboriginal title) from a fiduciary duty, or otherwise; and
- arise from or relate to acts or omissions that occurred before 21 September 1992 by or on behalf of the Crown or under legislation whether registered or not with the Tribunal.

Remaining Ngātiwai Claims¹ (in-so-far as they relate to Ngātiwai)

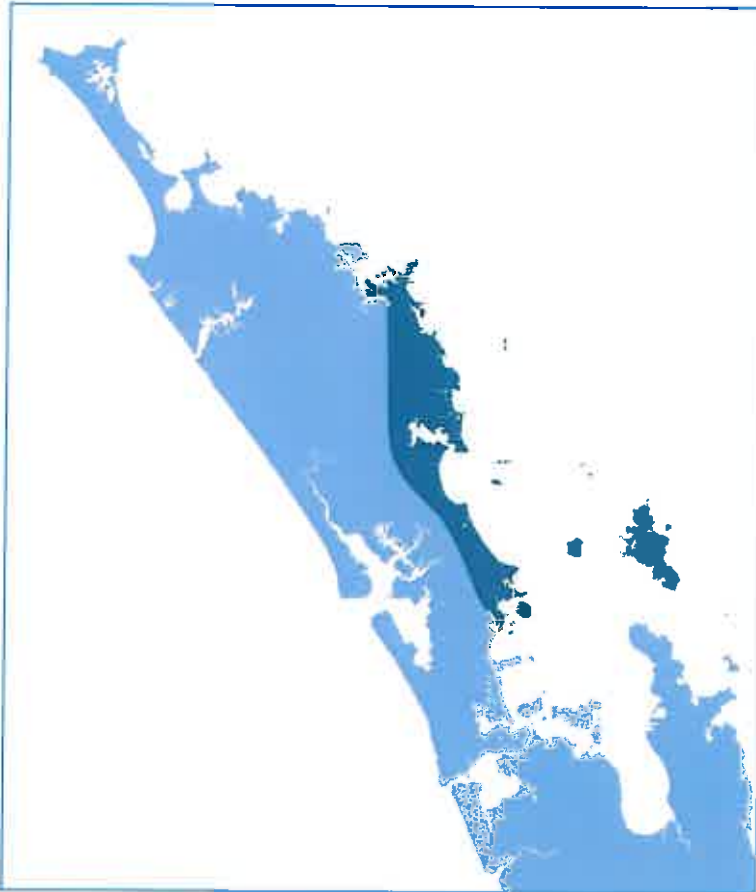
Wai No ²	Claim Title	Claimants
67	Oriwa 1 B3	Jean Applehof & and Ors
158	Oriwa Block (Whananāki)	Marie Tautari
244	Te Iwi o Ngātiwai historical claims	Uru Palmer/Ngātiwai Trust Board
262	Flora & Fauna	Saana Murray, Te Witi McMath & Ors
343	Otetao A Block	Wayne Peters
504	South Whangārei Land & Seabed	Tamihana Paki
511	Matapouri Bay Council sections	Chris Koroheke & Ors
745	Patuharakeke Hapū Lands & Resources	Luana Pirihi & Ors
1308	Pukekauri & Takahīwai	Grant Ngāwaka Pirihi & Ors
1384	Whāngaruru Lands	Elvis Reti & Ors
1392	Pukekauri 1A, 2A & 2B. Wiki Te Pirihi & ors	Ephie Pearly Pene
1512	Descds of Wiki Pirihi & Raiha Te Kauwhata	Michael Leulua'i
1528	Native Land Court: Te Kauwhata	Carmen Hetaraka
1529	Native Land Court: Hetaraka & Herewini	Toru Hetaraka
1530	Native Land Court: Hetaraka & Herewini	Te Rina Hetaraka
1539	Native Land Court: D Kereopa & S Pirihi	Te Aroha Going
1544	Ngātiwai Land Blocks	George Davies & Ors
1677	Orokawa 3B Perpetual Lease	Hūhana Seve
1711	Te Whānau ā Rangiwakaahu Hapū	Kris MacDonald, James Mackie & Ors
1712	Native Land Court: Toi te Huatahi & Te Mawe	Marino Māhanga
1717	Native land Court: Te Whānau Whero	Alan Moore & Takapari Waata
1719	ML Blocks: Hone & Erana Murphy	Henry Murphy
1723	Crown's Environmental Policies	John Paki
1726	Paremata Mōkau A13 Block etc	Robin Paratene
1786	Actions of the Crown: Reweti whānau	Ike Reti, Gary Reti & Ors
1954	Native Land Court: Haika & Te Kauwhata	Eta Haika
1955	Partitioning land: Patu Harakeke & Ngātiwai	Juanita De Senna
1960	Rangiratanga: Tamihana & Kaupeka	Kapotai Tamihana
1961	Native Land Court: Pita Tunua & ors	David Carpenter
1973	Native Land Court: Hone Pita & Marara Pita	Robert Carpenter
2022	Foreshore Seabed Motokokako Island	Edina Colston (Patuone Hoskins on behalf of the Ahuwhenua Trust and owners of Motokokako)
2243	Little Barrier Is Acquisition Act	Tamihana Paki

¹ WAI244 and WAI262 are blanket or comprehensive claims lodged by the NTB on behalf of Te Iwi o Ngātiwai. As such any additional WAI claims listed here are included to assist the Crown to clarify that all Ngātiwai related claims are being settled comprehensively.

² Note: All WAI claims are subject to change following feedback on the mandate process.

4.4 Rohe and Wider Area of Interest

The core tribal estate or rohe (tribal area) of Ngātiwai includes the contiguous area from the mountains to the sea and out to the Exclusive Economic Zone. It is located in the Taitokerau region encompassing Motukōkako and Rakaumangamanga (Cape Brett) to the north and extending south to Okura river mouth south of Whangaparoa. The easterly boundary takes in Tawhiti Rahi and Aorangi (the Poor Knights), Taranga (Hen) and Maro Tiri (Chicken) Islands, Hauturu-a Toi (Little Barrier), Aotea (Great Barrier), Kawau, Tiritiri Matangi, and includes interests in Waiheke and many other offshore islands and rocks of Te Moana Nui a Toi. The western boundary generally follows State Highway 1 running from an area in the south around the Kaipara flats north and backs onto the eastern boundaries of neighbouring Iwi (as shown in the map below).



The land, rivers, ocean and islands along this coastline have a unique and special significance for Ngātiwai. They contain sites of cultural significance (i.e. traditional food sources, lanes of travel, islands sites of ancient occupation and wahi tapu).

However, the Ngātiwai area of influence extends well beyond the core tribal estate described (above) and reaches into the far-north (i.e. Cape Reinga) and south (i.e. East Cape) and north-east (i.e. Kermadec Islands) and the entirety of the Territorial Sea and Exclusive Economic Zone therein for Fisheries, Conservation, Resource Management and other relevant legislative purposes.

NOTE: A complete list of natural resources will be compiled to accompany this broad description including all lands, islands, forests (including Glenbervie, Puhipuhi and Mangawhai Forests), rivers, harbours, sands, gravel, minerals and any other natural resources that fall within the Ngātiwai rohe/area of interest.

5. The Ngātiwai Trust Board

5.1 Structure and Key Governing Documents

The Ngātiwai Trust Board was first formed 47 years ago on 22 November 1966 and in 1984 the NTB was constituted under the Charitable Trusts Act 1957 with the governance and management arrangements set out in a Trust Deed (see Appendix B). The Trust Deed has been developed in a manner that aims to embrace the beneficiaries of Ngātiwai irrespective of their domicile but with a clear linear relationship between the beneficiaries, Marae and the Trust Board. NTB is ultimately responsible and accountable to members of Te Iwi o Ngātiwai.

Ngātiwai Trust Board is recognised as a Mandated Iwi Organisation (MIO) under the Māori Fisheries Act (2004) and has its *Ngātiwai Iwi Environmental Plan* recognised as an Iwi Planning Document (IPD) under the Resource Management Act (1991) which must be taken into account in Council RMA plan changes. (See the Ngātiwai Trust Board's website for further information at www.Ngatiwai.iwi.nz).

5.2 Eligibility and process to register on the Tribal Register

The NTB has completed updating its tribal register and registration form. To date we currently have 6036 registered members, 4480 of whom are of voting age. The population of Ngātiwai is undoubtedly larger than the 2006 census estimate of 4,866 and NTB is confident it will develop an effective communications strategy and an improved registration options to enable all Ngātiwai to be enrolled on the tribal register should they wish to do so. Where members do not wish to be on the tribal register but do wish to vote a special vote option is available (see Part Two of this document).

The NTB will also undertake a registration drive during the mandate hui process. It will aim to encourage members of Ngātiwai to register and be kept informed of the Ngātiwai settlement process with the Crown. In addition the NTB have recently completed a mail out to members mailing addresses to confirm or not if our contact details for members are up to date.

The process for registration can occur either by completing a registration form (see Appendix C) and posting it to the office or by registering online at www.Ngatiwai.iwi.nz.

The online registration method is undergoing review and improvement while the registration form has recently been revised and improved. In addition NTB are developing a smart-phone application or "app" that will enable members to register using their smart phones and be kept informed of changes posted on the web-site.

After registrations are received they are entered into a database pending authentication from the NTB Trustee who was appointed by the Marae that the registration affiliates with. If the Trustee does not know the person personally they may seek confirmation from the marae Trustees of the whakapapa provided.

5.3 Eligibility to become an Elected Trustee

Any adult member (18 years or older) of Ngātiwai is eligible to put themselves forward for election. The next election is due to take place in February/March 2014.

5.4 Ngātiwai Trust Board Appointment and Removal Process

The NTB is governed by 14 Trustees each elected by adult registered members of one of the 14 Ngātiwai marae. Each marae may also elect one alternate. Each Trustee may hold office for a term no longer than three years without having to face re-election.

In summary a Trustee may cease to hold office if they:

- resign in writing
- fail to or neglect to attend three consecutive meetings of the Trustees without leave of absence
- have been suspended for a period exceeding three consecutive meetings of the Trustees
- have been declared of unsound mind by a medical practitioner
- is or becomes bankrupt
- is or has been convicted of a crime involving dishonesty
- dies
- is in or accepts employment with another Iwi organisation, or
- fails to meet the requirements for registration as an officer with the Charities Commission.

The Board is entitled to suspend a Trustee for any acts or omissions caused by that Trustee which are perceived by the Board to be adverse to the interests of the Trust. Suspension is effective the moment that 75% of the Trustees entitled to vote do so in favour of that suspension. Suspension can be enforced for any length of time as the Board feels appropriate in the circumstances.

5.5 Election of Current Trustees

The NTB election process was publicly notified (see Appendix D) and the NTB held its elections following which it announced the results of the elections at the Annual General Meeting (AGM) on 25th of February 2011 in accordance with the Trust Deed. There were 14 nominations received and the following Trustees were formally elected for a term of three years.

Marae	Trustees	Alternate
Tūparehuia	Kathy Pita	Dick Pene
Ngaiotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruku	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mōkau	Donna Tamaki	Adrienne Taungapeau
Oākura	Henry Murphy	
Whananāki	Allan Moore	Isha Waetford
Matapōuri	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātaua	Hori P Mahanga	
Takahīwai	Michael Leuluai	
Pākiri	Laly Haddon QSM	
Motairehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

5.6 Meetings of the Board

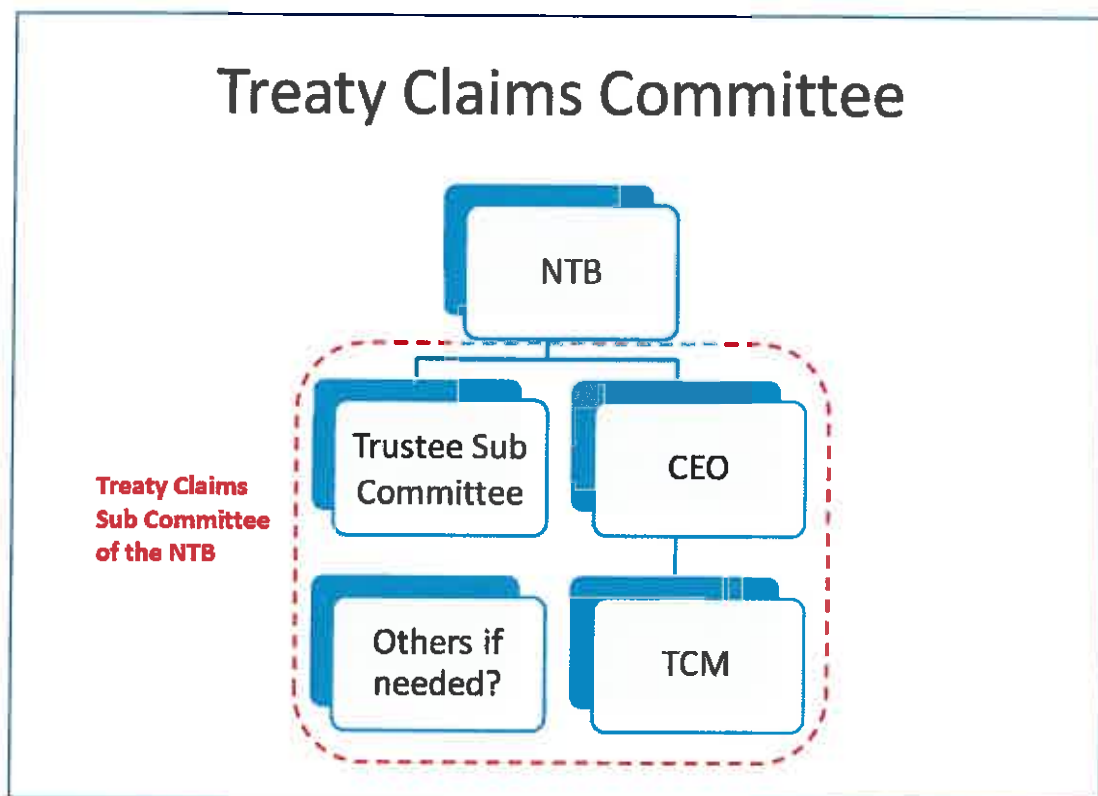
The Trustees meet regularly on a monthly basis. The NTB also has the authority to call special general meetings in accordance with its Trust Deed, where required.

5.7 Treaty Claims Sub-committee of the NTB

In accordance with the Trust Deed and from time to time the NTB may convene a sub-committee of its members to address special matters and to report back to the full Board to provide updates and make recommendations when decisions are needed.

The Board has established a sub-committee of two Trustees: Kris MacDonald (Trustee) and Merepeka Henley (Deputy Chairperson) to form the basis for a Treaty Claims committee (TCC).

In a supporting capacity the TCC is further made up of the Chief Executive Officer (CEO), the Treaty Claims Manager (TCM) and Haydn Edmonds (Chairman) as ex officio members. Further support on the TCC may be considered as the need for additional skills and or experience is identified.



6. What has happened so far?

6.1 Preparing the Claim

Date	Events
27 March 1987	Intent to Claim filed by Lucy Uru Palmer (Trustee) and Patuone Hoskins (Chairman) on behalf of Ngātiwai Trust Board. (See appendix E)
11 November 1991	<p>Claim admitted to the Register as WAI244 due to the filing of ancillary claims (See Appendix F)</p> <ul style="list-style-type: none"> • Substantive claim filed in two parts: <ul style="list-style-type: none"> ○ 30 July 2000 (see Appendix G) relating to Ngati Manuhiri and ○ 29 August 2008 (see Appendix H) relating to the remainder of Ngātiwai • This was followed by two technical amendments filed 19 October 2009 and 30 March 2012 (see Appendix I and J)
30 July 2000	<p>The amended statement of claim filed includes:</p> <ul style="list-style-type: none"> • Notice that the portion of Ngātiwai's claims that are covered by Stage III of Kaipara Inquiry will be prosecuted on behalf of Ngātiwai by the Boards Chairperson Laly Paraone Haddon. • Ngātiwai Claimant Definition including ancestry and rohe/area of interest. • Interpretation of the Treaty of Waitangi and breaches of the Treaty by the Crown. • Particulars of land losses in Mangawhai including: <ul style="list-style-type: none"> ○ Failure to actively protect taonga (i.e. insufficient land provided for continued occupation) ○ Failure to survey or properly survey mangawhai block prior to purchase ○ Failure to pay a fair purchase price ○ Failure to provide reserves ○ Failure to pay ten percent of future sale proceeds to Ngātiwai
29 August 2008	<p>Amended statement of claim filed includes:</p> <ul style="list-style-type: none"> • Revised Claimant Definition including: <ul style="list-style-type: none"> ○ Ngātiwai marae and location ○ the governance entity being NTB ○ tupuna/ancestry back to Manaia from whom descend Tahuhuniorangi and Te Rangihokaia ○ area of interest/rohe from Rakaumangamanga to Mahurangi, across to Aotea, and returning to Rakaumangamanga by way of the many islands and waters of Te Moana Nui a Toi. • Revised statement of claim including: <ul style="list-style-type: none"> ○ Land purchases prior to 1865 ○ Alienation of land through actions which were improper

Date	Events (continued)
	<ul style="list-style-type: none"> ○ Actions of the Native Land Court and the Maori Land Court ○ Loss of land during the 20th century ○ Application of legal measures by the Crown resulting in: <ul style="list-style-type: none"> ▪ Suspension of the use of te reo Maori and some cultural practices ▪ Constraints or prohibitions on exercising customary rights ▪ Impacts on indigenous species and their habitats ▪ Failure to adequately protect the historical heritage resources of Ngātiwai ▪ Loss of property in freshwater, the air column, the coastal marine area, and the Exclusive Economic Zone. ○ Redress sought including: <ul style="list-style-type: none"> ▪ Apology by the Crown ▪ Return of Crown Forestry land or memorialised land ▪ Return of other land ▪ Financial and commercial redress ▪ Rights of first refusal over the sale of specified Crown assets ▪ Cultural redress mechanisms ▪ Statutory Acknowledgements and Deeds of Recognition ▪ Nohoanga and right of way entitlements ▪ Protocols with Ministers of the Crown and with quasi Crown agencies ▪ Confirmation of customary non-commercial marine and freshwater fishing interests ▪ A process leading to memoranda of understanding with local government agencies relevant to Ngātiwai rohe ▪ Changes to certain reserves and place names and <p>Other relief as deemed to be appropriate.</p>
2009	<p>NTB provided funding of \$225,000.00 to undertake research based on three marae clusters (northern, central and southern).</p> <ul style="list-style-type: none"> • To date research has been completed for the northern cluster and partially completed for both the central and southern cluster. • Both Ngāti Rehua and Ngāti Manuhiri who were part of the southern cluster completed their research and have progressed separate negotiations/settlements. • The remaining local areas yet to complete research include Pataua and Takahiwai. • A summary of the claims to be put to the Crown has partially been completed based on generic research and those components of the local research completed for each of the three marae clusters.
April 2013	<p>NTB undertake research gap analysis to determine the standard of research needed for negotiations and any additional research needed to meet the standard.</p>

6.2 Engagement with the Crown

Date	Events
3 June 2009	Crown present settlement proposal (including quanta and cultural redress) to claimant groups in Tamaki Makaurau, Kaipara and Hauraki (including Ngati Manuhiri and Ngati Rehua – Ngati Wai ki Aotea).
25 August 2009	NTB writes to Minister for Treaty of Waitangi Negotiations seeking to settle in parallel with Ngati Manuhiri and Ngati Rehua (see Appendix K).
12 October 2009	Minister for Treaty of Waitangi Negotiations writes to NTB advising approach is to settle Ngatiawai claims with Ngapuhi (see Appendix L).
November 2009	Ngati Rehua – Ngati Wai Ki Aotea Trust achieve a DOM.
30 November 2009	<p>NTB writes to Minister for Treaty of Waitangi Negotiations:</p> <ul style="list-style-type: none"> • Confirming NTB support for settlement of Ngati Rehua and Ngati Manuhiri claims separately first; and • Seeking settlement of balance of Ngātiwai claims separately from Ngapuhi Treaty claims, thereby excluding Ngātiwai claims from the WAI 1040 process (see Appendix M).
15 February 2010	<p>Minister for Treaty of Waitangi Negotiations declines request on the following grounds:</p> <ul style="list-style-type: none"> • Ngati Rehua- Ngātiwai ki Aotea and Ngati Manuhiri interests are geographically separate; • Ngātiwai and Ngapuhi interests overlap and therefore should be dealt with together (see Appendix N).
5 March 2010	<p>NTB writes to Minister for Treaty of Waitangi Negotiations again seeking separation of settlement of Ngātiwai claims from Ngapuhi on the grounds that:</p> <ul style="list-style-type: none"> • The level of work required to negotiate with Ngātiwai separately is similar to that which has occurred with other iwi; and • Overlapping interests should not prevent Ngātiwai from negotiating and settling its claims outside WAI 1040 if it so wishes; and • NTB in a position to achieve a mandate in an appropriate timeframe; and • Unlike Ngapuhi, Ngātiwai wish to deal directly with the Crown. <p>The letter also sought a meeting with the Minister (see Appendix O).</p>
5 May 2010	The Crown unilaterally includes Ngātiwai in the Northland Inquiry WAI 1040 with Ngapuhi (Appendix P).

Date	Events (continued)
June 2010	Meeting with Minister for Treaty of Waitangi Negotiations to discuss Ngātiwai's position.
17 June 2010	Letter from Minister for Treaty of Waitangi Negotiations inviting NTB to national Te Kokiri Ngatahi Hui (see Appendix Q).
21 October 2010	Attendance at national Te Kokiri Ngatahi Hui.
25 June 2012	Letter from Minister assuring NTB that Ngātiwai interests in Hauturu have not been extinguished and Ngati Manuhiri interests are not exclusive (see Appendix R).
June 2012	Ngati Manuhiri achieves DOS.
17 October 2012 & 10 April 2013	Letters from Minister for Treaty of Waitangi Negotiations recognising Ngātiwai as a suitable Large Natural Grouping for Settlement purposes.
January 2013	NTB employ Treaty Claims Manager
7 March 2013	NTB letter to Minister for Treaty Negotiation requesting priority in the Crowns' Settlement Work Program for 2013/14 year (see Appendix S)
3 May 2013	Letter from Minister confirming prioritise for Ngātiwai in the 2013/14 work programme as: <ul style="list-style-type: none"> • A Terms of Negotiation (ToN) by December 2013 and • An Agreement in Principle (AIP) by 2014 In addition the Minister suggests that Ngātiwai discuss an accelerated settlement process with officials (see Appendix V).
19 July 2013	NTB submit FINAL Mandate Strategy version 6: for endorsement (this document).
24 July 2013	OTS and TPK endorse version 6 of the Ngātiwai Trust Board Mandate Strategy (Appendix W).

Engagement with the Crown related to other issues

NTB has also responded to a coastal statutory acknowledgment matter raised by Ngāti Pukenga as part of their negotiations that is focused on a parcel of land within the rohe of Ngātiwai.

In addition, NTB have received notice of an application for Customary Marine Title and Protected Customary Rights under the Marine and Coastal Areas (Takutai Moana) Act 2011. NTB intend to submit on the application before the end of the submission period which closes on October 2013.

6.3 Engagement with Te Iwi o Ngātiwai

Due to the lengthy period over which the developments (described above) have taken place and before seeking a mandate the NTB decided to run a series of three "information sharing hui" to update Te Iwi o Ngātiwai on developments.

Therefore during the preparation of this mandate strategy NTB held three such hui with the notified purpose of the hui being to provide information about:

- The Ngātiwai Trust Board and its work to date on Treaty Settlement matters,
- The pros and cons of going to the Waitangi Tribunal compared with going into direct negotiations with the Crown,
- Crown settlement policy,
- The intentions of NTB to progress an Iwi wide Treaty Settlement and its preferred option for doing so, and
- Other related matters (see power-point presentation Appendix T).

No votes or resolutions were put to the floor. While debate and discussion was encouraged to help formulate ideas and build relationships the purpose of the hui was informative only. Information sharing hui were held at:

- Ngātiwai Marae, Ngaiotonga, Whangarū on Saturday the 23rd of March 2013
- Te Puna O Te Matauranga Marae, Northtech, Whangārei on Saturday the 6th of April 2013
- Waipuna Hotel & Conference Centre, Mt Wellington, Auckland on Saturday the 13th of April 2013.

6.4 Consultation on a DRAFT Mandate Strategy

At the conclusion of the information sharing hui NTB release a DRAFT Mandate Strategy version 3: dated 13 April 2013 for feedback from Te Iwi o Ngātiwai (see Appendix U). The four week submission period was extended to six weeks at the request of members and at the close of the submission period the DRAFT Mandate Strategy was revised (this document version 6) taking into account any concerns and building on constructive suggestions.

6.5 Preliminary Engagement with Some Hapu

Following feedback from the information sharing hui at which NTB were asked to make contact with specific hapu, preliminary meetings were held with:

- Ngati Rehua – Ngātiwai ki Aotea on 25 March 2013
- Patuharakeke on 11 June 2013
- While a preliminary meeting was held with the Chair and others of the Hapu Trust for Ngati Taka, Ngati Korora and Te Waiariki unfortunately the hapu wide hui scheduled for 23 June 2013 had to be postponed due to a tangi.

In all cases (above) good progress was made with re-establishing positive working relationships in so far as discussions went. A more formal and dedicated work program to continue to build relationships with all of our hapu and include them in our settlement process is set out in Part B of this document entitled Proposed Path Ahead.

6.6 Waitangi Tribunal

Ngātiwai Trust Board intends to bypass the Waitangi Tribunal process and go directly into negotiations subject to gaining a mandate.

Ngātiwai Trust Board intends to represent all the interests of Te Iwi o Ngātiwai and any WAI claims relating to the interests of Te Iwi o Ngātiwai through the direct negotiations process. This is despite any Ngātiwai WAI claimants efforts in pursuing their interests through the Waitangi Tribunal.

For clarity, it is the intention of the NTB to settle all WAI claims in-so-far as they relate to the Ngātiwai while other Iwi may settle parts of WAI claims accordingly.

6.7 Overlapping Iwi Interests

The NTB will take responsibility for engagement and interaction with neighbouring Iwi whose interests overlap or intersect with Ngātiwai settlement interests. The NTB will establish an "Overlapping Iwi Engagement strategy" to establish clear lines of communication, develop an understanding of how other Iwi are progressing their Treaty settlements and foster positive working relationships for the future.

Iwi who either border the rohe of Ngātiwai or have indicated an interest within the Ngātiwai rohe to date are shown in the table below.

Iwi	Stage of Settlement (from web-site search)
Ngāpuhi	<ul style="list-style-type: none">• Mandate Strategy endorsed Jan 2011• Crown advertises DOM and submissions invited.
Ngāti Whatua	<ul style="list-style-type: none">• DOM recognised December 2008• On hold until Kaipara, Orakei and Tamaki settlements finalised
Te Uri o Hau	<ul style="list-style-type: none">• Settled in 2002
Te Kawerau ā Maki	<ul style="list-style-type: none">• Part of Tamaki Makaurau Collective• DOS ratification hui completed awaiting results.
Marutuahu Iwi	<ul style="list-style-type: none">• Part of Hauraki and Tamaki Collectives• DOS and PSGE ratification hui completed awaiting results.
Ngāti Pūkenga	<ul style="list-style-type: none">• Part of the Tauranga Iwi Collective• DOS and PSGE ratification hui completed awaiting results.

PART B: PROPOSED PATH AHEAD

7. NTB Proposals to Secure a Mandate

7.1 Key Areas of this Mandate Strategy

In order to secure a mandate NTB propose four key measures and processes to ensure that this mandate strategy is fair, open, transparent and consistent with key Crown Treaty Settlement policies.

Note: See section 3 of this document for an outline of the Crown's Treaty Settlement policies.

In summary these key areas include:

1. **Accountability Measures** – which are designed to ensure that decisions, reporting, communications from the Board, disputes, challenges or changes to the mandate (after it is secured) and funding are all clearly and carefully detailed.
2. **Supporting Structures** – are designed to help the NTB implement this mandate strategy and progress negotiations – if a mandate is achieved.
3. **Mandate Hui Process** – are designed and appropriately planned, notified or advertised, and conducted. Also that the resolution to be put to the vote is clear, open and transparent.
4. **Voting Processes** – are established to clarify who is eligible to vote and how you can cast your vote including a postal, online, ballot box return. You can also vote even if you choose not be registered on the NTB tribal register by casting a special vote. This section also covers what to do if you do not receive voting papers or you misplace your voting papers.

7.2 Improvements made to earlier DRAFT Mandate Strategy proposals

Ngātiwai Trust Board has:

- listened to feedback at our information sharing hui and considered written feedback following the release of our earlier DRAFT of this mandate strategy,
- undertaken some preliminary meetings with hapu and intend to continue to build positive working relationships with all hapu throughout the mandating and negotiations process, and
- made specific changes to our earlier DRAFT to accommodate many requests or concerns.

Ngātiwai Trust Board has particularly worked on improving our processes for inclusiveness and communications during the mandating and negotiations stages due to the constructive feedback we received during the submission period.

8. Proposed Accountability Measures

The NTB has an established and robust set of accountability measures which are set out in a Trust Deed (see Appendix B). These measures ensure that the NTB decisions and processes are transparent and that the NTB is ultimately accountable to its members. The proposed Deed of Mandate will build on the Trust Deed by adding an additional set of rules or accountability measures that the NTB will adhere to throughout settlement negotiations.

8.1 Decision Making Process of the Trustees

In relation to Treaty settlement negotiation matters the Trustees will in the first instance seek to make decisions by consensus. Where consensus cannot be reached a simple majority vote (i.e. a vote greater than 50%) is sufficient to endorse a decision consistent with the NTB Trust Deed.

8.2 Reporting Process of the Trustees

The NTB will present a formal annual report each calendar year at a publically notified annual general meeting (AGM). The report will include (but is not limited to):

- A progress report on negotiations; and
- An annual audited set of accounts

In addition NTB will hold hui or wananga as needed to either update members on negotiations or progress particular pieces of work (i.e. information sharing hui and whakapapa wananga).

8.3 Ratification of an initialled Deed of Settlement by iwi members

Before progressing towards a settlement with the Crown the NTB will seek ratification from Te Iwi o Ngātiwai at its AGM or at a Special General Meeting on both the:

- Initialled Deed of Settlement and the
- Proposed Post Settlement Governance Entity

8.4 Communication Process with Te Iwi o Ngātiwai

The Ngātiwai website will be updated regularly during negotiations (i.e. panui and newsletters). Where members have provided NTB with their current addresses (including e-mail addresses) these mediums will also be used to disseminate information. In relation to mandate hui both newspapers and radio stations will also be utilised to inform members about the details of hui with at least 21 days notice.

8.5 Disputes Procedure

If a claimant group has a concern regarding the NTB representation of their interests during negotiations, they must inform the NTB in writing.

Ngātiwai Trust Board will seek all relevant information required to ensure it has a clear understanding of the nature of the group's concerns. Once information has been received, NTB will then consider if the matter requires further attention, and if so NTB will meet with the group concerned and, acting in good faith, endeavour to agree on a process for resolving the dispute.

Should the parties fail to reach agreement on the process to resolve the dispute an independent facilitator will be engaged, approved by both parties, to facilitate a dispute resolution process.

8.6 Mandate Amendment and Removal Process

The following process must be undertaken to achieve an amendment or withdrawal of the mandate on behalf of the whole of the claimant community from the mandated body:

- A letter must be written by the claimant community representatives to the Chair of the mandated body identifying the concerns and also seeking a meeting within a two week period to discuss these matters. The letter must be co-signed by at least 100 adult registered members on the NTB iwi register (aged 18 years and over).
- If the meeting between the claimant community representatives and the Chair of the mandated body does not resolve the concerns, then the claimant community may organise a series of publicly notified hui.
- The publicly notified hui should follow the same process and procedures that conferred the mandate including:
 - A panui must outline the kaupapa of the notified hui
 - 21 days notice of the hui must be provided in national and regional print media;
 - 9 hui must be held both nationally and within the rohe/area of interest;
 - A consistent presentation must outline the background to the concerns and the parties involved;
 - A detailed paper must be provided (similar to this one) outlining any alternative proposals or amendments
 - The resolution(s) to put to the claimant community must be consistent at each hui;
 - An independent returning officer must be employed to oversee the voting process and notify results; and
 - A Te Puni Kokiri observer must be invited to observe and record proceedings.
- Once the hui have been completed and the outcome of the voting process determined then the claimant community representatives that held the hui must inform the Office of Treaty Settlements (OTS) by way of letter about the result and to discuss next steps for settlement negotiations.
- This may involve some changes to the mandated body or another process to be undertaken as agreed with officials.

8.7 Claimant Fund Management and Accountability

The NTB has significant experience managing resources and Government funding. The NTB has established a separate bank account to administer Crown claimant funding (see Appendix W). Note that this information is exclusive to OTS.

The NTB has designated signing roles to approve the sign-off to manage funding in a transparent manner. The NTB is also GST registered and the reference number is 42-033-006.

9. Proposed Negotiations Supporting Structures and Terms of References

In order to progress the negotiations and settlement process the NTB propose that the following supporting structures are established. Note that the proposed structures are not the same as the eventual structure to be established to receive the settlement assets which is called a Post Settlement Governance Entity.

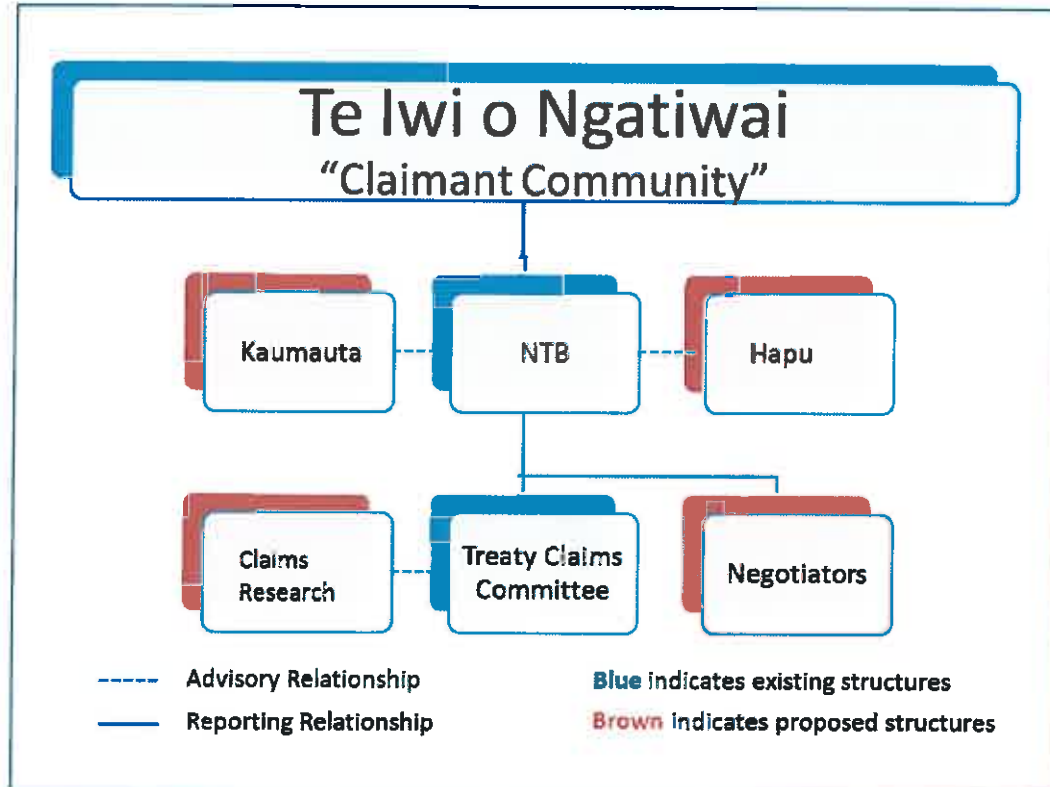
9.1 Terms of Reference Components

With the exception of the NTB and its TCC whose roles and responsibilities are clearly set out in the Trust Deed each new structure requires a clearly defined Terms of Reference (ToR).

The basic ToR components that need to be clarified include:

- **Set up and Structure:** how is the group established and how are they organised internally?
- **Purpose:** what job(s) will each group do?
- **Accountability:** who do they report or relate to and how?

Each of the above components is outlined below for each proposed new structure. In the context of describing the advisory relationships we have use the term “enable and provided for”. This term acknowledges that the NTB cannot compel people to participate but can provide an opportunity for those who are willing. Therefore “enabling” in this context means to leave the door open for participation and “providing for” means to make tangible arrangements to accommodate participation which is yet to be determined with willing participants.



9.2 Kaumatua and Kuia

While the Trust Deed provides for a Roopu Kaumatua in relation to disputes about whakapapa relating to the registration of members on the tribal register it is proposed that the NTB enables and provides for an extension of this role in relation to the Treaty settlement process.

Set up and Structure: Ngātiwai Trust Board seeks up to a maximum of four Kaumatua to form an advisory group with an equality of each gender represented.

Purpose: Provide advice, oversight, direction and guidance to the NTB while:

- Supporting the Board in progressing a settlement via direct negotiations with the Crown with the aim of an AIP in 2014 and a DOS in 2015 and
- Keep the Iwi together by ensuring accurate information is provided back to all kaumatua.

Accountability: Provide advice to NTB rather than reporting to it and will be responsible for keeping all kaumatua accurately informed of developments.

9.3 Hapu

Hapu are an important component of our Iwi and NTB would like to establish a more positive and functional relationship with hapu during the mandating process and following the completion of the settlement. Ngātiwai Trust Board will enable and provide for all Ngātiwai Hapu to provide advice to the NTB on hapu involvement in the negotiations and settlement processes.

Set up and Structure: Hapu will be invited to provide advice to the NTB on their inclusion in the settlement process over time.

Purpose: to develop positive working relationships, work through issues and find agreeable solutions.

Accountability: Provide advice to the NTB and liaise with whanau and hapu members to feed accurate information back to all members.

9.4 Negotiators

NTB will appoint all negotiators. Negotiators will have no decision making authority. The performance of the negotiators will be closely monitored by the NTB and reviewed if the need arises.

Set up and Structure: The number of negotiators will not exceed 3. The NTB may appoint one negotiator from within its membership. The remaining 2 negotiators will be appointed following a process involving:

- Developing a set of core competencies and a job description
- Advertisement of the position in major daily news media and online
- Selection via an interview panel made up of no more than 4 persons from each of the Kaumatua, Hapu, NTB governance and NTB operations.

Purpose: To negotiate the best possible settlement with the Crown for Ngātiwai consistent with NTB negotiation strategy (yet to be developed).

Accountability: Report to the NTB monthly or more frequently if the need arises and liaise with the TCC weekly (or more frequently if needed) to provide updates and seek information.

9.5 Treaty Claims Committee

Set up and Structure: NTB have already established a sub-committee of its members to serve on the Treaty Clams Committee (TCC) see page 17 of this document.
Purpose: To facilitate the settlement process by planning, implementing and following up on any matters that need attention to ensure that a settlement is secured in an efficient and effective manner.
Accountability: Report to the NTB monthly or more frequently if the need arises.

9.6 Claims Research

NTB are aware that WAI claimants may feel aggrieved due to the foreclosure of their options through the Waitangi Tribunal. It is proposed that NTB enable and provide for a Ngātiwai claims research group to become established to advance Ngātiwai claims under negotiation.

Set up and Structure: All Ngātiwai WAI claimants will be invited to attend research meetings with other WAI claimants and with members of the TCC.
Purpose: Discuss and progress Ngātiwai claims research to assist negotiations via the Treaty Claims Committee, the publication of research and presentation of claims to the Minister.
Accountability: Provide advice to the TCC and liaise with other researchers and WAI claimants to feed accurate information back to all members.

9.7 Participation of Te Iwi o Ngātiwai

Any member of Ngātiwai can put themselves forward for election to the NTB.

Members of Ngātiwai can also participate in the decision making processes by attending and voting on resolutions put at the AGM and at special general meetings.

All eligible members of Ngātiwai are encouraged to register and vote on the mandating and later settlement milestones (i.e. AIP and PSGE).

Hapu and Kaumautā as described above can meet with and provide advice to NTB as can WAI claimants discuss and provide research advice to the Treaty Claims Committee.

9.8 Independent Returning Officer

An Independent Returning Officer (IRO) has been appointed by the NTB to oversee the voting process and confirm the results. The company is Election Services based in Auckland (see www.electionservices.co.nz)

The IRO shall report to the Board within 14 working days after the election period closes to identify any procedural issues or concerns and report the results of the voting process.

9.9 Involvement of Te Puni Kokiri Observers

The NTB will invite Te Puni Kokiri to attend the mandate hui in an observational capacity. This is to ensure that an independent account of the events that take place at the hui are witnessed and recorded.

10. Proposed Mandate Hui Process

10.1 Hui Time/Location

NTB will organise hui where large numbers of the Ngātiwai claimant community reside both within the rohe of Ngātiwai and nationally. Given that the New Zealand 2006 census estimates the Ngātiwai population at 4866 we consider that the Ngātiwai population is likely to exceed 5,000 but not 30,000 people. Crown guidelines suggest that at this population level at least 8 mandating hui should be held. However, the NTB wish to hold 9 in total to ensure a robust process.

According to the 2006 census the largest Ngātiwai population densities exist within the regions shown below in descending order. Therefore six (6) hui will be held in the following regions.

	2006 Census statistics
• Northland (i.e. Whangarei)	1,830
• Auckland	1,749
• Waikato (i.e. Hamilton and Rotorua)	432
• Wellington	273
• Bay of Plenty (i.e. Tauranga)	216

While the NTB tribal register indicates the primary affiliation of our voting population by marae they do not have to reside in these local communities to be registered. However given that NTB are required to hold mandate hui within our rohe/tribal area it is logical to group our marae into clusters and hold mandate hui on at least one of the marae within each of the following three clusters.

Northern	Central	Southern
<ul style="list-style-type: none">• Mōkau• Ngaiotonga• Ōakura• Otetao• Punaruku• Tūparehuia	<ul style="list-style-type: none">• Whananāki• Matapōuri• Ngunguru• Pātaua	<ul style="list-style-type: none">• Omaha• Takahīwai• Kawa• Motairehe

The total number of mandate hui to be held will be 9 - being 6 regional mandate hui and 3 marae mandate hui held within our rohe/tribal area.

10.2 Hui Advertising

All mandating hui will be advertised with at least 21 days public notice given prior to the first mandate hui. (See mandate hui advert attached as Appendix X). National hui will be advertised in the following newspapers:

- Whangarei Northern Advocate
- Auckland NZ Herald
- Waikato Waikato Times
- Tauranga Bay of Plenty Times
- Wellington Dominion Post

Local hui will be advertised in the following newspapers:

- Northern Northern Advocate
- Central Northern Advocate
- Southern NZ Herald or Rodney Times

The advertisement will show:

- Where and when the hui will be held
- The purpose of the hui (i.e. to seek a mandate for direct negotiations)
- Where hui information can be obtained (i.e. the presentation and voting pack)
- The resolution to be voted on at the hui (see below)
- Contact details of the NTB and the IRO.

Where local rags such as the “pot-hole” or “focus” can be identified these mediums will also be used. In addition local radio stations will be provided with the advertisement information for broadcasting purposes. A short (15 second) TV commercial will run on Te Kaea for the duration of the voting period to “drive” members to our website for further information. The smart-phone app will also push information out to recipients once they have downloaded the app on to their phones.

10.3 Hui Presentation

A standardised hui presentation has been developed and will be delivered at each hui. The presentation will not change between hui. (See mandate hui presentation attached as Appendix Y). The presentation will include:

- The legal identity of NTB and its representatives (i.e. Trustees)
- The structure and governing documents of the NTB
- The claimant definition and historical claims to be settled
- A statement that the mandate sought is to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai
- A statement that NTB will present any initialled Deed of Settlement along with a proposed PSGE to Te Iwi o Ngātiwai for their ratification.

10.4 Resolution to be put to the Vote

There is only one resolution to be put to the vote which shall be stated as follows:

“That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims”

11. Proposed Mandate Voting Process

11.1 Eligibility to Vote

Eligible voters are those members who are 18 years or older who descend from the founding ancestors of Ngātiwai and affiliate with one of the Ngātiwai marae and hapu. Ngati Rehua – Ngātiwai ki Aotea and Ngati Manuhiri members are eligible to vote through their wider whakapapa to any other Ngātiwai tupuna and/or Hapu.

Where a member is already registered on the tribal register and has had their whakapapa and marae affiliation verified by their marae Trustee on the Board they will be eligible to vote.

Members who are not registered on the tribal register may vote subject to verification of their whakapapa and marae affiliation. Verification is to be undertaken by the marae Trustee on the NTB or where they do not know the individual personally after consulting with the affiliated marae Trustees.

Whangai members are eligible to vote subject to verification of their whanau whakapapa and affiliation with a Ngātiwai marae.

Spouses of eligible members are not eligible to vote.

No proxy votes will be accepted as a valid vote under any circumstances.

11.2 Voting will be by Postal Ballot

Voting will take place only by postal ballot (See Voting Pack attached as Appendix Z)

Any of the following methods for casting a postal mandate vote is acceptable:

- A vote received through the post or
- A vote submitted in a ballot box at one of the mandating hui or
- An online vote provided on the website of the Independent Returning Officer
- A special vote (see below) received via one of the above methods

11.3 Voting at Hui

If Ngātiwai members have not already posted their postal vote to the IRO they may cast their votes at the mandate hui by placing their voting paper into the ballot box provided. This will be overseen by the Independent Returning Officer.

11.4 Voting Online

Members once in receipt of the voting pack may choose to cast their vote online by following the instructions provided in the pack.

11.5 Special Vote

Where a member has not registered with the NTB before the start of the voting period and they contact the IRO to indicate their interest in voting - they will be sent a voting pack and mandate hui information.

The voting papers must be marked with a provisional number for voting purposes. These numbers must be easily distinguishable from existing voting and registration numbers and recorded on a register of special votes by the IRO.

The members must then post their voting form to the IRO, place it in a ballot box provided at the mandate hui or cast their vote online. Special votes will not be counted unless the voting form is received on or before the last day for receipt of voting papers. Special votes will be subject to verification that the voter fits within the criteria for eligibility (see section 11.1 of this document above).

Voters must complete a special voting form if they:

- do not wish to be registered on the tribal register but still wish to cast their vote
- have registered on the Ngātiwai tribal register during the voting period but before the closing date for voting,
- did not receive a voting pack in the mail or via e-mail, or
- do not have their voting paper they received in the mail but want to cast their vote at a mandate hui.

11.6 Voting Process

An Independent Returning Office (IRO) will carry out a postal ballot process within a four week voting period. It will open on **17 August 2013** and close on **15 September 2013**. One week prior to the opening date the IRO will send voting information to all eligible members including a postal ballot voting pack (See Appendix Z) this will include:

- their voter identifier number,
- the mandate information provided at mandate hui,
- instructions for how to vote online, and
- a freepost return envelope.

It is the iwi member's responsibility to ensure that any changes to their contact details are notified to the NTB to ensure that the tribal register is up to date prior to the distribution of voting information. NTB have made strenuous efforts to ensure that all registered members have had the opportunity to update their contact details.

11.7 Replacement Voting Papers

Replacement voting papers may be requested by contacting the IRO who will keep a record of the replacement papers on a voting register. The replacement voting paper shall be marked "replacement".

11.8 Declaration of Postal Voting Results

In accordance with a standard postal ballot process, the results of the NTB mandate process will be notified in national and regional news media including the New Zealand Herald, the Northern Advocate and the Dominion Post.

The advert declaring the results of the postal ballot process will be notified by the IRO to the NTNB within 14 working days after the postal ballot process has closed.

12. How is the Mandate Achieved?

12.1 Communicating Voting Results

After the close of the official voting period the votes will be counted by the IRO and communicated to the NTB within 14 days of the close of the voting period. NTB will then make those results available to the Crown and will announce the results via an advertisement in national newspapers (described above). The results will also be placed on the NTB web-site.

12.2 Submissions Analysed and Responded to

Following the mandate voting process (assuming a successful result) a Deed of Mandate will be drafted and publically notified inviting submissions. Any such submission will be provided to the Crown who will summarise them and where warranted request that NTB respond to them (i.e. Submissions must address if the process was fair, open, transparent and consistent with key Crown policies).

12.3 Deed of Mandate Recognised by Ministers

Provided that the vote returns a majority and no substantive submissions objecting to the process are outstanding after NTB have been given the opportunity to respond to them the Minister in charge of Treaty of Waitangi negotiations will endorse the mandate officially in a Deed of Mandate.

Appendices

page referenced

A. Letters from Crown (17 October 2012 and 10 April 2013)	10
B. NTB Trust Deed	15
C. NTB Registration Form for the Tribal Register	15
D. Public Notices notifying Trustee Elections	16
E. Intent to Claim filed 30 March 1987	18
F. Claim admitted to the Register as WAI244	18
G. Amended statement of claim (30 July 2000)	18
H. Amended statement of claim (29 August 2008)	18
I. Amended statement of claim (19 October 2009)	18
J. Amended statement of claim (30 March 2012)	18
K. NTB letter to Minister (25 August 2009)	20
L. Letter from Minister (12 October 2009)	20
M. NTB letter to Minister (30 November 2009)	20
N. Letter from Minister (15 February 2010)	20
O. Letter to Minister (5 March 2010)	20
P. Letter from Minister (5 May 2010)	20
Q. Letter from Minister (17 June 2010)	21
R. Letter from Minister (25 June 2012)	21
S. Letter to Minister (7 March 2013)	21
T. Information Sharing hui ppt.	21
U. NTB DRAFT Mandate Strategy dated 13 April 2013	21
V. Letter from Minister (3 May 2013)	21
W. Letter from OTS and TPK endorsing NTB Mandate Strategy	21
X. Bank details for claimant funding (withheld as exclusive to OTS)	27
Y. Mandate Hui Public Notice (27 July 2013)	32
Z. Mandate Hui Presentation	32
AA. Voting Pack including:	33
• Cover letter	
• Voting Paper	
• Pamphlet	
• Mandate Hui Power-Point Presentation	

ATTACHMENT THIRTEEN



PART OF THE MINISTRY OF JUSTICE



24 July 2013

Haydn Edmonds
Chairperson
Ngātiwai Trust Board
PO Box 1332
WHANGAREI 0140

Tēnā koe Haydn

Crown endorsement of the Ngātiwai Trust Board's draft mandate strategy

Thank you for your correspondence of 12 July 2013, submitting a draft mandate strategy to represent Ngātiwai in direct negotiations with the Crown for our consideration. Officials from the Office of Treaty Settlements (OTS) and Te Puni Kōkiri (TPK) have assessed the Ngātiwai Trust Board's mandate strategy, and this letter confirms the Crown's formal endorsement of the draft mandate strategy.

We will place the draft mandate strategy on the OTS and TPK websites inviting feedback from 26 July to 16 August 2013. OTS will also write to Wai claimants listed in the draft mandate strategy to inform them that the Crown has received a draft mandate strategy to represent Ngātiwai people and Wai claims in direct negotiations. Feedback received by officials will be shared between the Crown and the Ngātiwai Trust Board to address matters raised during this period.

The Ngātiwai Trust Board will now advertise the draft mandate strategy and undertake the process as set out in the endorsed strategy. We request that the Ngātiwai Trust Board submits a draft Deed of Mandate and all supporting material relevant to the mandate hui two weeks after completing the mandate process.

If you have any questions about the mandate strategy decision or matters set out in this letter please contact Trevor Himona, Senior Analyst at trevor.himona@justice.govt.nz or by direct dial (04) 913 2367.

We wish you well as the Ngātiwai Trust Board embarks on the proposed mandate process to seek a mandate from the Ngātiwai people to represent them in direct negotiations with the Crown. We look forward to working with and supporting you to undertake this process.

Nā māua, noa

Hui Kahu
(Acting) Deputy Director, Special Projects
Office of Treaty Settlements

Lucy Te Moana
Director, Treaty Relationships
Te Puni Kōkiri

ATTACHMENT FOURTEEN



Ngātiwai Trust Board Mandate Strategy

On behalf of Te Iwi o Ngātiwai

Supplementary:

**Additional WAI Claims to be included in the Ngātiwai
Trust Board Mandate Strategy**

Date: 8 August 2013

Status of this document: Public

1. Additional WAI Claims to be Included in the Ngātiwai Trust Board Mandate Strategy

On the 19 July 2013 the Ngātiwai Trust Board submitted a Mandate Strategy to the Crown (i.e. the Office of Treaty Settlements and Te Puni Kokiri) for assessment and on 24 July 2013 a letter of endorsement of the mandate strategy was received.

However, since that time and before commencing the mandate information hui the Ngātiwai Trust Board have been ask by the Crown to include an additional set of WAI Claims in the mandate sought (see letter requesting this in Appendix AB attached).

The Crown inadvertently did not ask that all claims that relate (in part) to Ngātiwai be included in the endorsed mandate strategy which was posted on the OTS website from 29 July 2013. However, as a number of additional Wai claims appear to relate to Ngātiwai, the Crown now asks that they be included in the mandate strategy for the purpose of settling all Ngātiwai claims comprehensively.

The additional WAI Claims concerned are set out in the table below. However it should be noted that the mandate sought is to settle aspects of these claims only in so far as they relate to Ngātiwai interests while those aspects that relate to other Iwi interest may be settled with those Iwi.

Wai No.	Claim Title	Claimants
245	Hinetapu Maihi Mahanga whanau	Hoori George Moanaroa Munro Parata
620	Te Waiariki/Ngati Korora Hapu	Colin Malcolm & Ors
688	Nga Hapu o Whangarei	Richard John Nathan & Ors
887	Himi Tatarangi Watene Tautari Whakapapa Whanau Trust	Timi Tahana Watene & Ors
1307	Ngati Kuta Ke Te Rawhiti	Matutaea Te Nana Clendon & Ors
1411	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1412	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1413	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1414	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1415	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1416	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1464	Te Kapotal and Ngati Pare	Te Riwiri Whao Rati & Ors
1513	Te Roopu Whakamana	Elizabeth Kopa & Ors
1546	Te Kapotal	Edward Henry Cook

2. Accompanying Amendments to the Voting Pack and Hui Presentation

Mandate Hui Power-Point Presentation

As a standardised hui presentation has already been developed for delivery at each mandate hui (set out in Appendix Y of the mandate strategy) the presentation will now include an additional supplementary slide showing the WAI claims listed above (see Appendix AC).

Voting Pack Information Pamphlet

Also as a result of the Crowns request the pamphlet included in the voting pack will be updated to include the additional claims as listed above (see Appendix AD).

¹ Note: All WAI claims are subject to change following feedback on the mandate process.

Appendix AB



PART OF THE MINISTRY OF JUSTICE

Office of Treaty Settlements
Vogel Centre | 19 Aitken Street | DX SK10111 | Wellington
T 04 494 9800 | F 04 494 9801
www.ots.govt.nz

8 August 2013

Mr Haydn Edmonds
Chairman
Ngātiwai Trust Board
PO Box 1332
Whangarei 0140

Tēnā koe,

Comprehensive negotiations

Thank you for approving Ngātiwai Trust Board representatives Tania McPherson and Kris McDonald, to meet with us in Wellington on Tuesday, 6 August to discuss the status of several Wai claims which appear to relate to Ngātiwai but which have not been included in the Ngātiwai Trust Board mandate strategy.

As you know, the Crown has a preference to negotiate comprehensive settlements; ie. to negotiate all the historical claims of a claimant group at the same time. This means all claims, whether they relate in full or in part to the claimant group, need to be listed in the claim definition of a mandate strategy of that claimant group.

After the mandate strategy was placed on the OTS website, the Crown instructed the Trust Board to include further Wai claims which appear to relate to Ngātiwai hapū for the purpose of settling all Ngātiwai claims comprehensively. We apologise for any inconvenience this may have caused and thank you for your co-operation.

Since our meeting on 6 August, we have checked the statements of claim for Wai 245, 620, 688, and 887. We now confirm that we consider these claims to relate to Ngātiwai in part.

We consider that the following fourteen Wai claims relate in part to Ngātiwai and need be included in the Ngātiwai Trust Board's mandate strategy in-so-far as they relate to Ngātiwai:

- Wai 245: this claim was brought by Horī Parata on behalf of the descendants of the Hinetaapu Maihi Mahanga Whanau;
- Wai 620: this claim was brought on behalf of Te Walārīki, Ngāti Kororā, and Ngāti Taka Pari. Ngāti Kororā and Ngāti Takapari are listed in the Ngātiwai claimant definition;
- Wai 688: the claim was brought on behalf of Ngā Hapū o Whāngārei, which includes Te Parawhau, Te Ōri Roroi, Ngāti Kahu o Torongare, Te Ōri o Hau, Ngāti Terino, Te Kumutu, Ngāti Moe, Te Mounga, Ngāti Horahia, Ngāti Toki, and Ngāti Pongia. Ngāti Toki ki-te-moana and Ngāti Horohia are listed in the mandate strategy as active and historical hapū of Ngātiwai respectively;

- Wai 887: the claimants state that are affiliated to Ngātiwai, Ngāpuhi, Ngāti Kura, Ngāti Whātua, Te Tao U, Te Ūri-o Hau, Ngā Ririhi, Puku, Tainui, Waikato, Ngāti Tamatera, Ngāti Maru, Ngāti Paoa, Ngāti Maniapoto, and Ngāti Pūkiao;
- Wai 1307: the claimants affiliate to Ngāti Kura ki te Rawhiti, which is a hapū that has been included in the Ngātiwai claimant definition. As such, this claim needs to be included in the Ngātiwai mandate strategy;
- Wai 1411, 1412, 1413, 1414, 1415, 1416: these six claims have been brought on behalf of Te Waiāriki, Ngāti Kororā, and Ngāti Taka. Ngāti Kororā and Ngāti Takaparā are both listed in the Ngātiwai claimant definition;
- Wai 1464: the claim has been brought on behalf of Te Kapotai and Ngāti Pare. Te Kapotai has been included in the Ngātiwai claimant definition as an active hapū and Ngāti Pare as an historical hapū of Ngātiwai. Because this claim relates in part to Ngātiwai, this claim needs to be included in the mandate strategy;
- Wai 1513: the claim has been brought on behalf of Ngātiwai Hangeange, Ngāi Tu Tearu, Ngāti Tipa, Ngāti Ue, Ngāti Uetaora, Ngāti Whārara, and Ngāti Terā; and
- Wai 1546: the claimants are of the Kapotai hapū. Te Kapotai is listed in the Ngātiwai claimant definition and hence this claim needs to be included in the Ngātiwai mandate strategy.

Because the above claims relate in part to Ngātiwai, the Crown view is that they need to be included in the mandate strategy in so far as they relate to Ngātiwai. The parts of the claims that relate to Ngātiwai will be settled through negotiations with Ngātiwai and we consider it important that this information is made available to these Wai claimants. We consider this in keeping with the Waitangi Tribunal's recommendations, as set out below.

"OTS should, at an early stage, write to all Wai number claimants whose claims might be extinguished if a proposed settlement goes ahead, informing them of this fact. The earlier in the process claimants know what is being proposed, the earlier they can support or oppose negotiations."

The settlement of these thirteen claims as they relate to Ngātiwai will not affect any aspect of them so far as they relate to other claimant groups, such as Ngāpuhi.

Next steps

At our meeting on 6 August we agreed that:

- OTS would check whether Wai 245, 620, 688 and 887 appear to relate to Ngātiwai;

- OTS would write to confirm the discussion at the meeting, and update on Wai 245, 620, 688 and 887;
- Ngātiwai Trust Board would add an addendum to the mandate strategy to add the additional Wai claims that relate in part to Ngātiwai, being Wai 245, 620, 688, 887, 1307, 1411, 1412, 1413, 1414, 1415, 1416, 1464, 1513 and 1546;
- Ngātiwai Trust Board would include a comprehensive list of Wai claims, including those listed above, in the information package; and
- Ngātiwai Trust Board would include a comprehensive list of Wai claims, including those listed above, in the mandate hui presentation.

If you have any queries regarding the Crown's policy concerning Wai claims, or would like to discuss this letter further, please do not hesitate to contact me.

Nāku noa, nā



Tim Townsend
(Acting) Manager Settlement Development Team

Appendix AC

4. Supplementary Claims

After the mandate strategy was placed on the OTS website, the Crown instructed the Trust Board to include further WAI claims which appear to relate to Ngatiwai hapu.

4. Supplementary Claims

WAI	Claim Title	Claimants
245	Hinetapu Mahi Mahanga whanau	Hoon George Moanaroa Munro Parata
620	Te Waiariki/Ngati Korora Hapu	Colin Malcolm & Ors
688	Nga Hapu o Whangarei	Richard John Nathan & Ors
887	Hiri Tataarangi Watene Tautari Whakapapa Whanau Trust	Tini Tahana Watene & Ors
1307	Ngati Kuta Ke Te Rauwhiti	Mabutaera Te Nena Clendon & Ors
1411	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1412	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1413	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1414	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1415	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1416	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1464	Te Kapotai and Ngati Pare	Te Riwiri Whao Reti & Ors
1513	Te Roopu Whakamana	Elizabeth Kope & Ors
1546	Te Kapotai	Edward Henry Cook

Appendix AD

Where and when are the mandating Hui?

Date	Location	Time
Saturday 24 August 2013	Ngātiwai Marae Rawhiti Road Ngaiotonga	10 am to 12 noon
Wednesday 28 August 2013	The Tauranga 1 Second Avenue Tauranga	6 pm to 8 pm
Thursday 29th August	Brentwood 16 Kemp Street Kilbirnie, Wellington	6 pm To 8 pm
Saturday 31st August	Matapouri Marae 7 Mackie Place Matapouri	10 am to 12 noon
Monday 2nd September	Copthorne Hotel 111 Fenton St Victoria, Rotorua	6 pm To 8 pm
Tuesday 3rd September	Kingsgate 100 Garnett Avenue, Te Rapa, Hamilton	6 pm To 8 pm
Wednesday 4th September	The Waipuna 58 Waipuna Road Mt Wellington, Auckland	6 pm to 8 pm
Saturday 7th September	Northtec Marae 55 Raumanga Valley Road Whangarei	10 am to 12 noon
Saturday 14th September	Omaha Marae 14 Omaha Access Road Leigh	10 am to 12 noon

For information about voting go to:

Date Ofoske (Returning Officer)

Independent Election Services Limited

Free phone: 0800 922 822

P.O. Box 5135, Wellesley Street,

Auckland 1141

Who are the Ngātiwai Trust Board Trustees?

Marae	Trustee	Alternate
Tūparehuia	Kathy Pita	Dick Pene
Ngaiotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruiku	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mōkau	Donna Tamaki	Adrienne Taungapeau
Oākura	Henry Murphy	
Whananāki	Allan Moore	Isha Waetford
Matapouri	Kris MacDonald	Marion Kerepeti- Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātaua	Hori P Mahanga	
Takahiwai	Michael Leulual	
Pākiri	Laly Haddon QSM	
Motaihehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

For information about the mandate strategy go to:



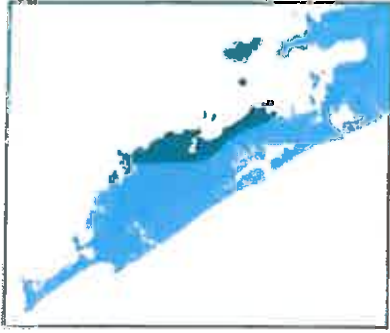
Ngātiwai Trust Board

129 Port Road, Whangarei 0110

P.O. Box 1392, Whangarei 0140, New Zealand

Telephone +64 9 430 0939 Fax +64 9 438 0182

Email: Ngatiwai@ngatiwai.govt.nz Website: www.ngatiwai.govt.nz



Mandate Vote and Hui Process
August/September 2013

The Ngātiwai
Trust Board
wants your
mandate:

To seek a Treaty
Settlement with the
Crown via direct
negotiations

Who is Te Iwi o Ngātiwai?

Te Iwi o Ngātiwai is unified in descent from one of the oldest descent groups in Te Tai Tokerau – Ngāti Manaia. From our ancestor Manaia and Ngāti Manaia descend our founding ancestors Manaia II and his sons Te Rauōtehuia and Tāhuhunuōrangī. Other key tūpuna that connect all of Ngātiwai today can be found on page 11 of our mandate document on our website.

Ngātiwai Hapu include; Ngāti Kuta, Patu Keha, Te Kapotai, Ngāti Tautahi, Te Uri o Hikihiki, Te Whānau Whero-mata-mamoe, Te Aki Tai, Te Kalinga Kurū, Ngāti Toki ki-te-moana, Te Whānau ā Rangiwakaahu, Ngāti Takapaŀ, Ngāti Kororā and Te Patuharakeke. Note: while Ngāti Manuhiri and Ngāti Rehua are our hapu the proposed mandate is to settle the remaining claims and also only in-so-far as they relate to Ngātiwai.

Who is the Ngātiwai Trust Board?

The Ngātiwai Trust Board (NTB) is made up of 14 Marae elected Trustees who affiliate with one of each of the 14 Ngātiwai Marae shown in the map below.



- 1 Toparehūia
- 2 Ngālotonga
- 3 Pūnaruku
- 4 Otetao
- 5 Mōkū
- 6 Ōākura
- 7 Whānanaki
- 8 Matapouri
- 9 Ngunguru
- 10 Pataua
- 11 Takahīwai
- 12 Omaha
- 13 Motāirehe
- 14 Kawa

What is being proposed and voted on and when?

The NTB want you to vote on a mandate proposal that will authorise the NTB to enter into direct negotiations with the Crown to seek a Treaty Settlement. The settlement will address all remaining historic breaches of the Treaty of Waitangi including all claims up until 21 September 1992.

You will be sent a voting pack and the voting period will open on Saturday 17 August 2013 and close at 5 pm on Sunday 15 September 2013.

The resolution to be put to the vote is:

“That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims”

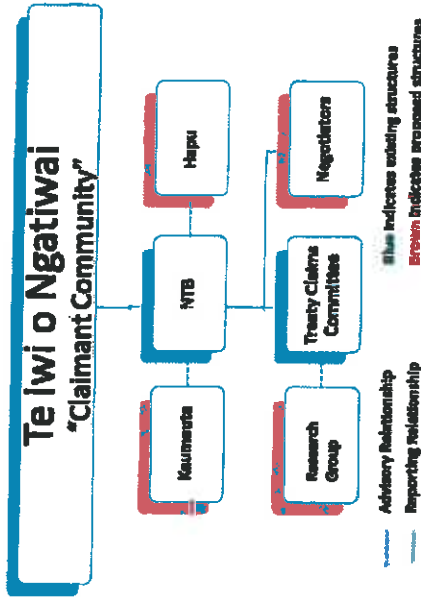
WAI Claims to be included in the mandate (in-so-far as they relate to Ngātiwai) include WAI: 67, 156, 244, 262, 343, 504, 511, 745, 1308, 1384, 1392, 1512, 1528, 1529, 1530, 1539, 1544, 1677, 1711, 1712, 1717, 1719, 1723, 1726, 1786, 1954, 1955, 1960, 1961, 1973, 2022 and 2243. Supplementary claims: WAI 245, 620, 688, 887, 1307, 1411, 1412, 1413, 1414, 1415, 1416, 1464, 1513, 1546.

How will the settlement be secured?

NTB will agree on terms of negotiations and enter into negotiations with the Crown to achieve an Agreement in Principle. NTB will bring an Initialed Deed of Settlement and a proposal for a Post Settlement Governance Entity back to the people to vote on again before legislation is created and passed into law.

What happens next?

Your vote will authorise the NTB to establish the proposed supporting structures below to progress negotiations and an Agreement in Principle.



Negotiations Supporting structures Include:

- Provision for Kaumata and Hapu to be involved at the governance level by supporting the NTB and providing advice throughout negotiations process.
- Provision for Ngātiwai researchers (including WAI claimants) to share research and ideas at the operational level on how best to capture and present and publish the Ngātiwai story.
- Provision for negotiators to secure an Agreement in Principle (AIP) before bringing it back to the people to vote on again.

What is a PSGE?

After the settlement is achieved a new organisation called a Post Settlement Governance Entity (or PSGE) will need to be established to receive and manage the assets. This will require a newly formed and constituted "representative" entity be established (i.e. this is not the same thing and the current NTB).

ATTACHMENT FIFTEEN



Kia Ora,

Ngāiwaitrustboard Registration Database – Update Details:

We're updating our registration database. Please let us know if you have new contact details by emailing:

ngatiwaitrustboard@ngatiwai.iwi.nz

Thank you.

Ngāiwaitrustboard, PO Box 1332 Whangarei 0140

Kia Ora,

Ngāiwaitrustboard Registration Database – Update Details:

We're updating our registration database. Please let us know if you have new contact details by emailing:

ngatiwaitrustboard@ngatiwai.iwi.nz

Thank you.

Ngāiwaitrustboard, PO Box 1332 Whangarei 0140



Kia Ora,

Ngātiwai Trust Board Registration Database – Update Details:

We're updating our registration database. Please let us know if you have new contact details & return the information to us using the freepost envelope enclosed:

Name: _____

Address: _____

Telephone Number(s): _____

Email: _____

Thank you

Ngātiwai Trust Board, Freepost Authority No: 236056, P O Box 1332, Whangarei 0140



Kia Ora,

Ngātiwai Trust Board Registration Database – Update Details:

We're updating our registration database. Please let us know if you have new contact details & return the information to us using the freepost envelope enclosed:

Name: _____

Address: _____

Telephone Number(s): _____

Email: _____

Thank you

Ngātiwai Trust Board, Freepost Authority No: 236056, P O Box 1332, Whangarei 0140

ATTACHMENT SIXTEEN



Treaty Settlement Kaupapa Kaumātua Briefing

The Ngātiwai Trust Board cordially invite's all Ngātiwai kaumātua to attend an early briefing on the NTB Mandate Strategy and it's implementation.

Venue:

Barge Park Showgrounds Events Centre, SH14 Maunu Road, Maunu

Date:

Friday 9th August 2013

Time:

1pm to 3pm

The purpose of the hui is to provide information about:

- Feedback received and issues identified following an earlier DRAFT of the mandate strategy dated 13th April 2013
- Improvements made to final mandate strategy submitted to OTS and TPK for endorsement on 19th July 2013
- Ngātiwai Tupuna, Hapū and WAI claims included in the mandate sought
- Other matters arising

No votes or resolutions will be put to the floor. While debate and discussion will be encouraged to help formulate ideas and build relationships the purpose of the hui is informative only.

**Please RSVP to Moana MacDonald on (09) 430 0939 or email:
mmacdonald@ngatiwai.iwi.nz**

ADVERTISING BOOKING CONFIRMATION

Attention :

Customer Name: Ngatiwai Trust Board

Phone : 09-4300939

Date : 1/08/2013

Account# : NWA592765


Booking # : 9323421

Booking recorded by : Marilyn.McRae

Run schedule : NAT:7Aug2013;NAD:1x 3Aug2013

SalesRep : Marilyn.McRae

Date	Publication	Size	Classification	OrderNumber	Key #	Sort Caption	Col/Mono	Total Cost(Incl GST)
7/08/2013	The Northern Advocate M-F	12 X 3	Public Notices 535				No Colour	
3/08/2013	The Northern Advocate Sat	12 X 3	Public Notices 535				No Colour	



Kaumatua Briefing Hui

Treaty Settlement Kaupapa

9 August 2013

Marae	Trustees	Alternates
Tūparehūa	Kathy Pita	Dick Pene
Ngaiotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruhi	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mokau	Donna Tamaki	Adrienne Taungapeau
Oakura	Henry Murphy	
Whananāka	Allan Mora	Isha Waetford
Matapōun	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātāua	Hori P Mahanga	
Takahiwa	Michael Leulua	
Pāikiri	Laly Haddon QSM	
Motairēhe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

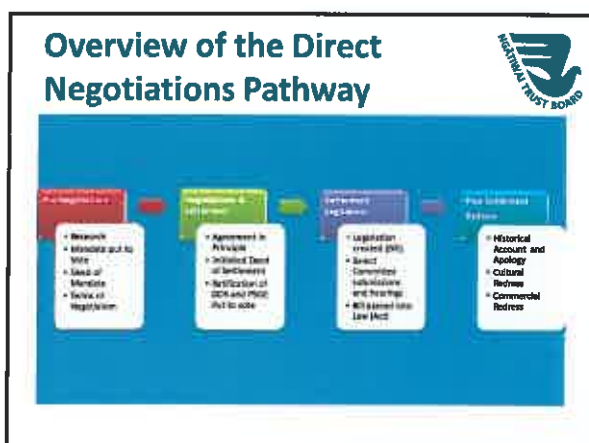


Notified Purpose of Hui


- Provide and early briefing for Kaumautā
 - We want to keep you informed of developments
 - We want your support and advice

Notified Purpose of Hui

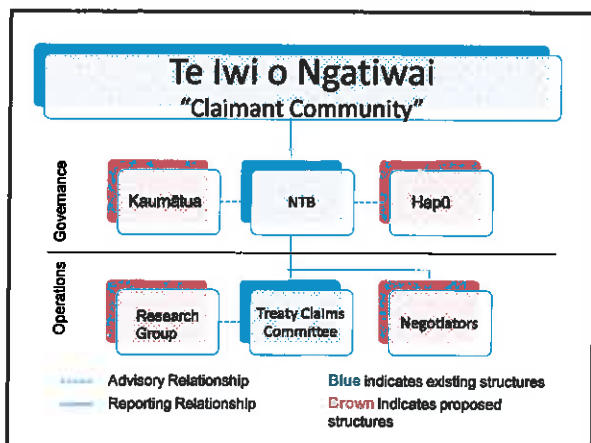
- Provide and early briefing for Kaumautā
 - Feedback received and issues identified following release of DRAFT mandate strategy
 - Improvements made to the mandate strategy
 - Ngatiwai Tupuna, Hapu, WAI claims included in mandate sought
 - Other matters



Recap of events to date



- 2009 Ngati Manuhiri, Ngati Rehua
- Correspondence between NTB and Crown
- 3 Info hui: Ngaiotonga, Whangarei, Auckland
- DRAFT mandate strategy & feedback
- Revised mandate strategy endorsed by Crown
- Public Notice in Major Daily News media



Our Founding Tupuna

- Manaia II
- Te Rauotehuia
- Tahuhunuiorangi
- And other key tupuna

(See full description in the mandate strategy page 11)

Our Marae

1. Te Arahuru
2. Te Arahuru
3. Te Arahuru
4. Te Arahuru
5. Te Arahuru
6. Te Arahuru
7. Te Arahuru
8. Te Arahuru
9. Te Arahuru
10. Te Arahuru
11. Te Arahuru
12. Te Arahuru
13. Te Arahuru
14. Te Arahuru

Our Hapu

Ngatiwai Hapu

Ngāti Kuta	Te Kainga Kuri
Patu Keha	Ngāti Toki ki-te-moana
Te Kapotai	Te Patuharakeke
Ngāti Tautahi	Ngāti Takapari
Te Uri o Hikihiki	Ngāti Kororā
Te Aki Tai	Te Whānau ā Rangiwakaahu
Te Whānau Whero-mata-mamoe	

Our Rohe/Area of Interest

Within the Tairāroa Region
 The Ngātiwai rohe includes the contiguous area from the mountains to the sea and into the Exclusive Economic Zone

Crown settlement policy on WAI Claims to be included

- The Crown negotiates Treaty settlements with Large Natural Groups
 - The Minister for Treaty of Waitangi negotiations has recognised Ngatiwai as a Large Natural Group
- The Crown negotiates **comprehensive** Treaty settlements
 - This means *all* hapu and **WAI claims** are included in the mandate sought from Te Iwi o Ngatiwai
- **WAI Claims**
 - Historical Treaty claims are those arising out of Crown actions or omissions before 21 September 1991.
 - Contemporary claims relate to actions of the Crown that occurred after 21 September 1991 – separate process later

WAI Claims Included



WAI No.	Claim Title	Claimants
67	Orwa 1 B3	Jean Applehof & and Ors
156	Orwa Block (Whananaki)	Marie Tautari
241	Te Iwi o Ngatiwai historical claims	Lisa Palmer/Ngatiwai Trust Board
262	Flora & Fauna	Scana Murray, Te Witi McMath & Ors
343	Otetao A Block	Wayne Peters
504	South Whangarei Land & Seabed	Tamihana Paki
511	Matapouri Bay Council sections	Chris Koroheke & Ors
745	Patuharakeke Hapu Lands & Resources	Luana Pirihī & Ors
1308	Pukekauri & Takahiwai	Grant Ngāwaka Pirihī & Ors
1384	Whāngaruru Lands	Elvis Reti & Ors
1392	Pukekauri 1A, 2A & 2B Wiki Te Pirihī & ors	Ephie Pearly Pene

WAI Claims Included



WAI No.	Claim Title	Claimants
1512	Descs of Wika Pirihī & Raha Te Kauwhata	Michael Leutua'i
1528	Native Land Court: Te Kauwhata	Carmen Hetaraka
1529	Native Land Court: Hetaraka & Herewini	Toru Hetaraka
1530	Native Land Court: Hetaraka & Herewini	Te Rina Hetaraka
1539	Native Land Court: D Kereopa & S Pirihī	Te Aroha Gong
1544	Ngatiwai Land Blocks	George Davies & Ors
1677	Orokaia 3B Perpetual Lease	Hihana Seve
1711	Te Whānau ā Rangwhakaahu Hapu	Kris MacDonald, James Mackie & Ors
1712	Native Land Court: Toi te Huatahi & Te Mawe	Marino Māhanga
1717	Native Land Court: Te Whānau Whero	Alan Moore & Takapari Waata
1719	ML Blocks: Hone & Erana Murphy	Henry Murphy

WAI Claims Included



WAI No.	Claim Title	Claimants
1723	Crown's Environmental Policies	John Paki
1726	Paramata Mōkau A13 Block etc	Robin Paratene
1786	Actions of the Crown Reweti whānau	Ika Reti, Gary Reti & Ors
1954	Native Land Court: Haika & Te Kauwhata	Eta Haika
1960	Rangararatanga Tamihana & Kaupeka	Kapotai Tamihana
1961	Native Land Court: Pita Turua & ors	David Carpenter
1955	Partitioning land Patu Harakeke & Ngatiwai	Juanita De Senna
1973	Native Land Court: Hone Pita & Marara Pita	Robert Carpenter
2022	Foreshore Seabed Motokokako Island	Edina Colston (Patuone Hoskins on behalf of the Ahuwhenua Trust and owners of Motokokako)
2243	Little Barrier Is Acquisition Act	Tamihana Paki

4. Supplementary Claims

After the mandate strategy was placed on the OTS website, the Crown instructed the Trust Board to include further WAI claims which appear to relate to Ngatiwai hapu.

4. Supplementary Claims

WAI	Claim Title	Claimants
245	Hinetapu Māhi Mahanga whānau	Hoopi George Moanave Munro Parata
620	Te Waiariki/Ngati Korora Hapu	Colin Malcolm & Ors
683	Nga Hapu o Whangarei	Richard John Nathan & Ors
637	Hini Tatarangi Wāwae Tauari Whakapapa Whānau Trust	Timi Tabana Watene & Ors
1307	Ngau Kua Ke'ie Rawitū	Mabutaera Te Nana Clendon & Ors
1411	Te Waiariki/Ngati Korora/Ngau Taha	Violet Sade & Ors
1417	Te Waiariki/Ngati Korora/Ngau Taha	Violet Sade & Ors
1413	Te Waiariki/Ngati Korora/Ngau Taha	Violet Sade & Ors
1414	Te Waiariki/Ngati Korora/Ngau Taha	Violet Sade & Ors
1415	Te Waiariki/Ngati Korora/Ngau Taha	Violet Sade & Ors
1416	Te Waiariki/Ngati Korora/Ngau Taha	Violet Sade & Ors
1464	Te Kapotai and Ngati Pare	Te Rāhiti Whao Reti & Ors
1513	Te Roopu Whakamana	Elizabeth Kope & Ors
1546	Te Kapotai	Edward Henry Cook



Kaumtua Briefing Hui

Treaty Settlement Kaupapa

9 August 2013

Crown settlement policy And NTB Accountability Measures



- To be recognised as a **mandated body** the Ngātiwai Trust Board needs to:
 - provide a claimant definition including **all** hapu and WAI claims;
 - be appropriately **accountable** to the large natural group; and
 - carry out an **open and transparent process** to seek a mandate.

NTB Structure & Accountability

- The Ngātiwai Trust Board is a Charitable Trust established in 1984 with governance and management arrangement set out in a Trust Deed
- The Trustee's are appointed through Marae elections held every three years
- The Trustee's decision making process is by a simple majority (>50%)
- Any adult registered members of Ngātiwai Trust Board is eligible for election
- Each Marae may also elect an alternate Trustee



Structure and Accountability

- The Ngātiwai Trust Board will report back to the Te Iwi o Ngātiwai through:
 - Annual General Meetings and Special General Meetings
 - Wananga and ongoing Hapu/Marae hui
 - Regular Panui/news-letters/website, smart phone "app"
- The mandate can be removed through a process equivalent to the process that established the mandate.
- The Ngātiwai Trust Board will present an initialed deed of settlement to the claimant community for their ratification.



An Open and Transparent Mandate Process



- Mandate hui** and voting period August/September
 - Regional hui: Whangarei, Auckland, Hamilton, Rotorua, Tauranga, Wellington
 - Marae hui: Ngaiotonga, Matapouri, and Pakiri
- Votes counted**
 - made public
 - Passed to OTS
- Submissions invited**
 - Public notification and letters to Wai claimants:
 - submissions, views and enquiries invited
- Ngātiwai Trust Board respond**
 - to any issues raised in submissions
- Ministers make a decision**
 - whether to recognise a deed of mandate for the Ngātiwai Trust Board

5. Mandate hui schedule

The voting period will open on 17 August and close on 15 September 2013

Venue	Location	Date
Ngātiwai Marae	Ngaiotonga	24 August 2013
The Tauranga	Tauranga	28 August 2013
Brentwood	Wellington	29 August 2013
Matapouri Marae	Matapouri	31 August 2013
Copthorne Hotel	Rotorua	2 September 2013
Kingsgate	Hamilton	3 September 2013
The Waipuna	Auckland	4 September 2013
Northtec Marae	Whangarei	7 September 2013
Omaha Marae	Leigh	14 September 2013


5. Where can I get more information?

Voting/Hui information

Election Services Ltd
 P.O. Box 5135
 Wellesley Street
 Auckland 1141
 Free phone: 0800 922 822
 E-mail:
info@electionservices.co.nz
 Website:
www.electionservices.co.nz

Mandate Strategy information


Ngātiwai Trust Board
 120 Fort Road or
 P.O. Box 1332
 Whangarei 0110
 Phone: (09) 430 6939
 E-mail:
ngatiwai@ngatiwai.iwi.nz
 Website:
www.ngatiwai.iwi.nz



**6. Questions
And
Answers?**

7. Voting: Mandate Resolution

- ✓ The vote is by postal ballot for all members of Te Iwi o Ngātiwai over 18 years of age.
- ✓ Special votes are available to unregistered members.
- ✓ Votes may be posted to the Independent Returning Officer, placed in the ballot box provided at the mandate hui or cast online



The resolution to be put to the vote is as follows:

That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered claims



**Ngātiwai Trust Board
wants your mandate to
Seek a Treaty Settlement with
the Crown
(via direct negotiations)
Mandate hui
August/September 2013**



Treaty Settlement Kaupapa WAI Claimant Briefing

The Ngātiwai Trust Board cordially invite's all Ngātiwai WAI Claimants to attend an early briefing on the NTB Mandate Strategy and its implementation.

Venue	Location	Date	Time
Ngatiwai Trust Board	129 Port Road Whangarei	Thursday 15 August 2013	5 pm to 7 pm

The purpose of the Hui is to provide information about:

- Feedback received and issues identified following an earlier DRAFT of the mandate strategy dated 13 April 2013
- Improvements made to final mandate strategy submitted to OTS and TPK for endorsement on 19 July 2013
- Ngātiwai Tupuna, Hapū and WAI claims included in the mandate sought.
- Other matters arising

No votes or resolutions will be put to the floor. An official from the Office of Treaty Settlements will be present to provide advice to WAI claimants concerning the Crowns Treaty Settlement Policies.

Please RSVP to Moana MacDonald on (09) 430 0939 or (09) 283 9449 or mmacdonald@ngatiwai.iwi.nz




**Welcome to the
Ngātiwai Trust Board
WAI Claimant Briefing**

15 August 2013



Agenda

- 1. Ngātiwai Trust Board**
Introduction/Background
- 2. Office of Treaty Settlements**
WAI Claims
- 3. Ngātiwai Trust Board**
Settlement Structures




Purpose of this Hui


- Provide an early briefing for WAI Claimants
 - Feedback received and issues identified following release of DRAFT mandate strategy
 - Improvements made to the mandate strategy
 - Ngatiwai Tupuna, Hapu, WAI claims included in mandate sought
 - Other matters



Marae	Trustees	Alternates
Tūparehūic	Kathy Pita	Diā. Pene
Ngālotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruaki	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mokau	Donna Tamaki	Adrienne Taungapeau
Oakura	Henry Murphy	
Whananaki	Allen More	Isha Waetford
Matapouri	Kiri MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pātaua	Hori P Mahanga	
Takahiwai	Michael Leulua	
Pākiri	Laly Haddon QSM	
Motarehe	Andrea Munro	Jeff Clea-e
Kawa	George Ngāwaka	




Overview of the Direct Negotiations Pathway



```

    graph LR
      A[Research  
- Research and to  
- Date of  
- Date of  
- Date of] --> B[Agreements in  
Principle  
- Agreements in  
Principle  
- Full list of  
- Full list of]
      B --> C[Legislation  
enacted (WAI)  
- Statute  
- Statute  
- Statute  
- Statute]
      C --> D[Final Settlement  
- Historical  
- Historical  
- Historical  
- Historical]
    
```



Recap of events to date

- 2009 Ngati Manuhiri, Ngati Rehua
- Correspondence between NTB and Crown
- 3 Info hui: Ngaiotonga, Whangarei, Auckland
- DRAFT mandate strategy & feedback
- Revised mandate strategy endorsed by Crown
- Public Notice in Major Daily News media

Ngātiwai Hapu	
Ngātiwai Hapu	
Ngātrī Kuta	Te Kainga Kurī
Patu Keha	Ngāti Toki ki-te-moana
Te Kapotai	Te Patuharakeke
Ngāti Tautahi	Ngāti Takapari
Te Uri o Hikihiki	Ngāti Kororā
Te Aki Tai	Te Whānau ā Rangiwakaahu
Te Whānau Whero-mata-mamoe	
Ngati Rehua*	Ngati Manuhiri*
* Technically not included in mandate but can vote	

Questions And Answers?

For the Ngātiwai Trust Board

Office of Treaty Settlements

15 August 2013

Key messages for WAI Claimants

- Wai claims are lodged on behalf of the iwi and hapu and do not belong to individuals
- Waitangi Tribunal reports only provide a summary of all grievances they do not provide a comprehensive report on all the details of each Treaty breach or claim
- Iwi can commission their own research and publish it with Crown peer review
- OTS can arrange for a airing of grievances to the Minister in charge of Treaty negotiations

Key messages for WAI Claimants

- All WAI Claims that relate (in part) to a Large Natural Grouping must be included in the Mandate sought for that LNG
- i.e. Any WAI claims that mention any Ngātiwai Hapu must be listed even if they are predominantly related to another Iwi
- Other matters?

Crown settlement policy on WAI Claims to be included

- The Crown negotiates Treaty settlements with Large Natural Groups
 - **The Minister for Treaty of Waitangi negotiations has recognised Ngātiwai as a Large Natural Group**
- The Crown negotiates **comprehensive** Treaty settlements
 - This means **all** hapu and **WAI claims** are included in the mandate sought from Te Iwi o Ngātiwai
- **WAI Claims**
 - **Historical Treaty claims** are those arising out of Crown actions or omissions before 21 September 1991.
 - **Contemporary claims** relate to actions of the Crown that occurred after 21 September 1991 – separate process later

Ngātiwai WAI Claims

WAI No.	Claim Title	Claimants
67	Oriwa 1 B3	Jean Applehof & and Ors
156	Oriwa Block (Whananaki)	Marie Tautari
241	Te Iwi-o-Ngātiwai historical claims	Urū Palmer, Ngātiwai Trust Board
362	Flora & Fauna	Saana Murray, Te Witi McWeth & Ors
343	Otetao A Block	Wayne Peters
504	South Whangārei Land & Seabed	Tamihana Paki
511	Matapōuri Bay Council sections	Chris Korohēke & Ors
745	Patuharakeke Hapū Lands & Resources	Luana Pirihī & Ors
7308	Pukekauri & Takahiwai	Grant Ngāwaka Pirihī & Ors
1384	Whāngaruru Lands	Elvis Reti & Ors
1392	Pukekauri 1A, 2A & 2B Wīki Te Pirihī & ors	Ephie Pearly Pene

Ngātiwai WAI Claims

WAI No.	Claim Title	Claimants
1512	Desods of Wīki Pirihī & Rāha Te Kauwhata	Michael Leulusāi
1528	Native Land Court: Te Kauwhata	Carmen Hetaraka
1529	Native Land Court: Hetaraka & Herewini	Toru Hetaraka
1530	Native Land Court: Hetaraka & Herewini	Te Rina Hetaraka
1539	Native Land Court: D Kereopa & S Pirihī	Te Aroha Going
1544	Ngātiwai Land Blocks	George Davies & Ors
1677	Orokawa 3B Perpetual lease	Hūhana Seve
1711	Te Whānau & Rangīwhakahaū Hapū	Kris MacDonald, James Mackie & Ors
1712	Native Land Court: Toi te Hūatahi & Te Mawe	Manno Māhanga
1717	Native Land Court: Te Whānau Whero	Alan Moore & Takapari Waata
1719	ML Blocks: Hone & Erana Murphy	Henry Murphy

Ngātiwai WAI Claims

WAI No.	Claim Title	Claimants
1723	Crown's Environmental Policies	John Paki
1726	Paremata Mōkau A13 Block etc	Robin Paratene
1786	Actions of the Crown Reweti whānau	Ike Reti, Gary Reti & Ors
1954	Native Land Court: Hāika & Te Kauwhata	Eta Hāika
1960	Rangāratanga Tamihana & Kaupeka	Kapōtai Tamihana
1961	Native Land Court: Pīta Tunua & ors	David Carpenter
1955	Partitioning land Patu Harakeke & Ngātiwai	Juanita De Senna
1973	Native Land Court: Hone Pīta & Marara Pīta	Robert Carpenter
2022	Foreshore Seabed Motokokako Island	Edina Colston (Patuone Hoskins on behalf of the Ahuwhenua Trust and owners of Motokokako
2243	Little Barrier Is Acquisition Act	Tamihana Paki

Supplementary Ngātiwai Claims


After the mandate strategy was placed on the OTS website, the Crown instructed the Trust Board to include further WAI claims which appear to relate to Ngātiwai hapu (in part).

Supplementary Ngātiwai Claims

WAI	Claim Title	Claimants
245	Hinetapu Māhe Māhanga whānau	Hoou George Moanaroa Muanro Parata
620	Te Wairiki/Ngāti Korora Hapu	Colin Malcolm & Ors
613	Ngāi Hapu o Whangarei	Richard John Nathan & Ors
637	Himi Takaranga Wāhene Tautari Whakapapa Whānau Trust	Timi Tahana Wāhene & Ors
1507	Ngāi Kūka Ke Te Rawhiti	Mattivara Te Mana Clendon & Ors
1411	Te Wairiki/Ngāti Korora/Ngāti Taha	Violet Sade & Ors
1412	Te Wairiki/Ngāti Korora/Ngāti Taha	Violet Sade & Ors
1413	Te Wairiki/Ngāti Korora/Ngāti Taha	Violet Sade & Ors
1414	Te Wairiki/Ngāti Korora/Ngāti Taha	Violet Sade & Ors
1415	Te Wairiki/Ngāti Korora/Ngāti Taha	Violet Sade & Ors
1416	Te Wairiki/Ngāti Korora/Ngāti Taha	Violet Sade & Ors
1464	Te Kapōtai and Ngāti Pare	Te Rihiri Whao Reti & Ors
1513	Te Rōpū Whakamana	Elizabeth Kope & Ors
1546	Te Kapōtai	Edward Henry Cook


Questions And Answers?

For the Office of Treaty Settlements





Ngatiwai Trust Board Mandate Strategy

Proposed Path Ahead



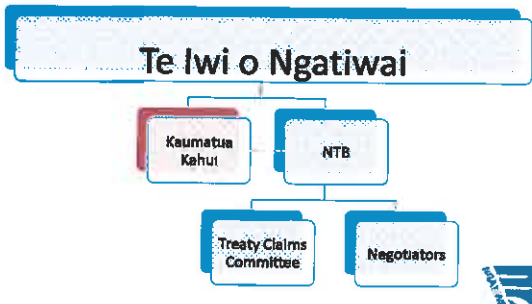
Overview of the Direct Negotiations Pathway

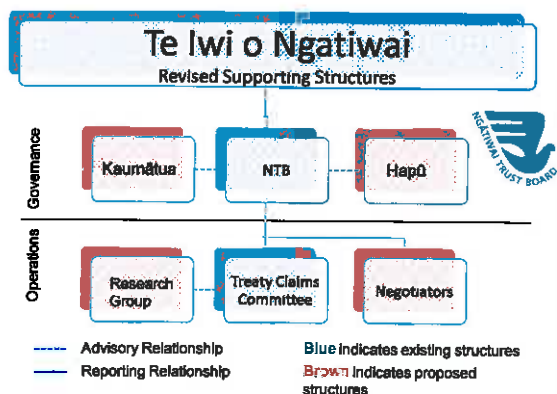
What is a PSGE?

- After the settlement is achieved a **Post Settlement Governance Entity (PSGE)** will need to be established to receive and manage the assets for current and future generations.
- This will require a newly formed and constituted **"representative"** entity to be established.
- This is not the same thing as the current NTB and much discussion is needed.

DRAFT Supporting Structures During Settlement Negotiations



Te Iwi o Ngatiwai Revised Supporting Structures



--- Advisory Relationship
— Reporting Relationship
■ Blue indicates existing structures
■ Red indicates proposed structures



Mandate hui schedule

The voting period will open on 17 August and close on 15 September 2013

Venue	Location	Date
Ngatiwai Marae	Ngaiotonga	24 August 2013
The Tauranga	Tauranga	28 August 2013
Brentwood	Wellington	29 August 2013
Matapouri Marae	Matapouri	31 August 2013
Copthorne Hotel	Rotorua	2 September 2013
Kingsgate	Hamilton	3 September 2013
The Waipuna	Auckland	4 September 2013
Northtec Marae	Whangarei	7 September 2013
Omaha Marae	Leigh	14 September 2013

Election Services Ltd

- Appointed by the Ngatiwai Trust Board to manage the voting process independently and professionally
- Dale Ofsoske Independent Returning Officer (IRO)
- Voting packs have already been sent out
- Members can vote by either:
 - posting back completed voting paper (freepost envelope)
 - hand delivering to a ballot box at one of the mandating hui
 - voting online using credentials shown on voting paper
- Can only vote once using one method (Checks in place)

Voting enquiries

0800 922 822

Independent Election Services

- Voting opens midnight 16 August 2013
- Voting closes 5pm Sunday 15 September 2013
- Can apply for special vote if:
 - registered member but did not receive voting pack in mail
 - voting pack received but lost or damaged
 - Unregistered or whangai member (whakapapa checks in place)
- Special votes available at hui or by calling the IRO
- Daily schedule of returned voting papers
- Encourage all Ngatiwai whanau to vote

Voting enquiries

0800 922 822



Questions And Answers?

For the Ngatiwai Trust Board

ATTACHMENT SEVENTEEN



**Treaty Settlement Discussions between
Te Waiariki, Ngāti Takapari
Ngāti Korora and the Ngātiwai Trust Board**

The Ngātiwai Trust Board in conjunction with the Te Waiariki, Ngāti Takapari, Ngāti Korora Iwi Trust invites all members of Te Waiariki, Ngāti Takapari and Ngāti Korora to attend a hui to discuss your involvement in Te Iwi o Ngātiwai Treaty Settlement with the Crown.

WHERE: Ngunguru Marae, Ngunguru
WHEN: Saturday 17th August 2013
FROM: 11am until approximately 3pm

The aim of the hui is to provide hapū members with information that is clear, open and transparent to enable informed decision making. The purpose of the hui is to update hapū members on information, options and processes involved in settlement negotiations:

Agenda items include:

- Huhuna Seve - The pro's and con's of going to the Waitangi Tribunal compared with going into direct negotiations followed by recommendations for Ngātiwai
- Tuhoronuku – to be invited to participate/present
- Ngātiwai Trust Board – An update on the Crowns policy concessions for hapū with whakapapa links to more than one iwi

Naumai haere mai

Please RSVP to Moana MacDonald on (09) 430 0939 or (09) 283 9449 or mmacdonald@Ngatiwai.iwi.nz.

Panui provided to the Chair of the Hapu Trust to distribute & placed on the NTS website 10 July 2013

ATTACHMENT EIGHTEEN

Overview Report for the Ngātiwai Trust Board mandate hui

Introduction

1. This is a summary report of Te Puni Kōkiri's observation of the mandate hui conducted by the Ngātiwai Trust Board (the Trust Board). The Trust Board are seeking a mandate to represent Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of remaining historical Treaty claims of Ngātiwai including registered and un-registered claims.

Mandate Hui Details

Notification

2. The hui were advertised in the public notices section of the following newspapers:

Newspaper	First Mandate Hui Public Notice	Second Mandate Hui Public Notice	Extension of Voting Period Public Notice
Northern Advocate	Saturday 27 July 2013	Saturday 17 August 2013	Saturday 14 September 2013
NZ Herald	Saturday 27 July 2013	Saturday 17 August 2013	Saturday 14 September 2013
Waikato Times	Saturday 27 July 2013	Saturday 17 August 2013	Saturday 14 September 2013
Bay of Plenty Times	Saturday 27 July 2013	Saturday 17 August 2013	Saturday 14 September 2013
Dominion Post	Saturday 27 July 2013	Saturday 17 August 2013	Saturday 14 September 2013
Rodney Times	Tuesday 30 July 2013	n/a	n/a
Tutukākā Focus	Monday 29 July 2013	n/a	n/a
Bream Bay News	Thursday 8 August 2013	n/a	n/a
Great Barrier Bulletin	Sunday 18 August 2013	n/a	n/a

3. The first notification was placed in newspapers four weeks prior to the first hui. The Trust Board also advertised the mandate hui on Māori Television and Ngāti Hine FM (99.6 FM) from 12 August 2013 to 13 September 2013.
4. All Ngātiwai iwi members, 18 years old and over registered with the Trust Board, were sent a voting and information pack.

This overview is a final summary report of the Crown's observations 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 for public distribution. It may, however, be subject to future requests under the Official Information Act 1982

5. The information pack that was mailed out to Ngātiwai iwi members was developed by the Trust Board in conjunction with the Crown and contained information about the mandate proposal and mandate process generally.
6. The Trust Board advertised their mandate strategy for submissions from 27 July 2013 to 13 September 2013.

Mandate Hui Process

Purpose of Hui

7. The purpose of the hui was set out in the advertisements and information packs. The advertisements provided information on the Crown settlement policy, the Trust Board, and the mandate process. The advertisement outlined the resolution, the date, time, and venue for each of the mandate hui, as well as the voting process.

Format of Hui

8. Hui Schedule

Date	Time	Venue	Attendance
24 August 2013	10:00am	Ngātiwai Marae, Ngaiotonga	65
28 August 2013	6:00pm	The Tauranga, Tauranga	6
29 August 2013	6:00pm	Brentwood Hotel, Wellington	17
31 August 2013	10:00am	Matapōuri Marae, Matapōuri	34
2 September 2013	6:00pm	Copthorne Hotel, Rotorua	8
3 September 2013	6:00pm	Kingsgate Hotel, Hamilton	20
4 September 2013	6:00pm	The Waipuna, Mt Wellington, Auckland	13
7 September 2013	10:00am	Northtec Marae, Whangārei	31
*10 September 2013	1:00pm	Mounties RSA, Mount Pritchard, Sydney	17
*10 September 2013	6:00pm	Mounties RSA, Mount Pritchard, Sydney	31
*11 September 2013	6:00pm	Springwood Hotel, Springwood, Brisbane	45
14 September 2013	10:00am	Omaha Marae, Leigh	15
Total			302

*Denotes mandate hui in addition to hui schedule.

9. The hui followed a consistent process and format. The hui adhered to the format outlined below:
 - Hīmene / Karakia;
 - Mihimihi;
 - Presentation / Question & Answers; and
 - Karakia whakamutunga.
10. The Chair introduced the purpose and agenda of each hui. The role of the Crown observers from Te Puni Kōkiri and Independent Returning Officer was explained accurately.
11. Hui were also held in Australia after the Ngātiwai Trust Board responded to a request from Ngātiwai iwi members living in Australia to present their mandate proposal to Ngātiwai living in Australia. Subsequently the voting period for the mandate proposal was extended from 15 September 2013 to 13 October 2013, to ensure Ngātiwai iwi members living in Australia had sufficient time to make an informed decision on the mandate resolution.
12. The hui attendee numbers were approximate only due to people arriving and leaving throughout the hui. The attendance number exclude Ngātiwai Trust Board trustees, administration team, Crown observers, the Independent Returning Officer and attendees under 18 years old. At each hui attendees were encouraged to sign a register.
13. At each hui attendees were encouraged to contact whānau who had yet to register, and encouraged them to participate in the mandate process.
14. A number of key documents were available at the hui; the Trust Deed, presentation slides, information booklet, mandate strategy, list of supplementary claims, notification letter, Waitangi Tribunal claims settlement process document (photocopy), and the Crown Forestry Rental Trust Treaty Settlements pamphlet. Attendees were encouraged to take documents away with them following the hui.

Presentation

15. The presentation was delivered by the Ngātiwai Trust Board Chair, Hayden Edmonds, and Deputy Chairs, Kris MacDonald and Merepeka Henley.
16. The presentation comprised the following topics:
 - Voting Process;
 - Overview of direct negotiations pathway;
 - Claimant definition;
 - Wai claims included;
 - Accountability measures of the Ngātiwai Trust Board;
 - Proposed governance structure; and
 - Questions and answers.
17. The presentation was followed closely by the presenters. The presenters opted to answer questions at the end of the presentation.

Voting Process

18. Ngātiwai iwi members who were 18 and over were able to vote by postal ballot, at mandate hui and online. Special votes were also available for people who were not registered, or did not want to register with the Ngātiwai Trust Board.

19. The resolution put to the vote was:

"That the Ngātiwai Trust Board is mandated to represent Te iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered claims"

Issues Raised at the Hui

20. *Several attendees questioned whether or not there would be provisions to negotiate water space in the Ngātiwai rohe, like the Waikato and Whanganui river settlements.*

The presenters explained that the Trust Board will work closely with the research team, hapū and Wai claimants to ensure the claims, regarding the Ngātiwai water space, are fully researched so that there is a strong case for negotiating the water space.

21. *Attendees questioned whether Ngātiwai still had rights at Hauturu or not.*

The presenters explained that Ngāti Manuhiri have settled their claims at Hauturu and are building two Ngātiwai marae for all Ngātiwai to enjoy. It was also explained that Ngātiwai will settle the remaining interests at Hauturu and build on what Ngāti Manuhiri have already settled.

22. *Attendees questioned what the advantages and risks of direct negotiations are, compared to the Waitangi Tribunal Inquiry process.*

The presenters explained that the Trust Board decided to seek a mandate to enter into direct negotiations with the Crown after weighing up the pros and cons of both processes. It was explained that the Trust Board had developed a 'pros' and 'cons' paper for direct negotiations, and it was available to look at to help attendees make an informed decision when voting on the proposed mandate resolution. The presenters noted that the Waitangi Tribunal will write a record of inquiries which will outline the Ngātiwai history and story, which will shape negotiations with the Crown following that process. The presenters also noted that direct negotiations would provide an opportunity for Ngātiwai to write their own story and future.

23. *Several attendees expressed a desire to progress their claims through the Te Paparahi o Te Raki Waitangi Tribunal Inquiry process. Also, several attendees requested that their Wai claims be removed from the mandate proposal.*

It was explained that everybody had the right to make a submission to have their concerns heard. It was explained that the Trust Board will respond to all submissions, and seek ways to address people's concerns.

24. Attendees from the three Australian hui questioned why there was opposition to the Trust Boards mandate proposal.

It was explained that there is a preference from several Ngātiwai Wai claimants to progress their claims through the Te Pāparahi o Te Raki Waitangi Tribunal Inquiry process.

25. Several attendees expressed concern about Ngāti Rehua and Ngāti Manuhiri being allowed to break away from Ngātiwai to pursue individual settlements.

The presenters explained that this was a unique situation as Ngāti Rehua and Ngāti Manuhiri were included in the Tāmaki rohe for settling their historic Treaty of Waitangi grievances as they are both geographically aligned with Tāmaki. Ngātiwai were also offered the opportunity to participate in the Tāmaki Collective but were not ready. People who whakapapa with Ngāti Rehua and Ngāti Manuhiri will be able to participate in the Ngātiwai process if they whakapapa to Ngātiwai. It was explained that people who whakapapa to Ngāti Rehua also whakapapa to Ngātiwai, due to generations of intermarriage.

26. Several attendees sought assurances for better communication from the Trust Board.

It was explained that the Trust Board would work hard on continuing to develop their communication strategy to be as inclusive, open, and transparent as possible, and seek more effective ways to communicate with Ngātiwai iwi members living in both New Zealand and Australia.

It was explained that the Trust Board have held several consultation hui, and are prepared to hold several more hui to engage with Ngātiwai Wai claimants, kaumātua and iwi members.

At the three hui in Australia the presenters explained communicating with whānau living in Australia will become easier, now that a dialogue has been established.

27. Attendees questioned what the criteria for mandate recognition are, and if there is a percentage of votes in favour that the Trust Board must attain.

The presenters explained that the Minister for Treaty of Waitangi Negotiations and Minister of Māori Affairs make decisions on mandate recognition based on several different criteria, including:

- voting return and voting results;
- whether a fair, open, and transparent process had been undertaken; and
- submissions concerns have been addressed.

28. Attendees questioned what would happen if the Trust Board does not achieve the mandate being sought.

It was explained that the option for the Trust Board and Ngātiwai is to continue pursuing the Ngātiwai claims through the Te Pāparahi o Te Raki Waitangi Tribunal Inquiry process. Dependant on the result, the Trust Board may assess why the mandate was not attained and may consider seeking to undertake another mandate process. It was explained that the

This overview is a final summary report of the Crown's observations 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 for public distribution. It may, however, be subject to future requests under the Official Information Act 1982

Trust Board is confident that they have run an open, transparent, and fair process. The Trust Board will continue to respond to issues and concerns raised through the submissions period.

Conclusion

29. The Trust Board conducted each mandate hui in a consistent, fair, and transparent manner. All questions were answered as fully, and as clearly as possible. The information was delivered in a way that was easy for all to understand. Hui locations and venues were appropriate for the size and location of the Ngātiwai iwi population.

ATTACHMENT NINETEEN

Notice of Mandate Hui and Mandate Poll



Ngātiwai Trust Board is seeking a mandate to represent Te Iwi o Ngātiwai in direct Treaty settlement negotiations with the Crown. The Office of Treaty Settlements and Te Puni Kokiri endorsed the mandate strategy on 24 July 2013. The Ngātiwai Trust Board therefore formally invites all Ngātiwai members to attend and participate in the upcoming mandate hui at one of the following locations:

Venue	Date
Ngātiwai Marae - Rawhiti Road, Ngaiotonga	10am -12, Saturday 24th August
The Tauranga - 1 Second Avenue, Tauranga	6 - 8pm, Wednesday 28th August
Brentwood - 16 Kemp Street, Kilbirnie, Wellington	6 - 8pm, Thursday 29th August
Matapouri Marae - 7 Mackie Place, Matapouri	10am -12, Saturday 31st August
Copthorne Hotel - 111 Fenton St Victoria, Rotorua	6 - 8pm, Monday 2nd September
Kingsgate - 100 Garnett Avenue, Te Rapa, Hamilton	6 - 8pm, Tuesday 3rd September
The Waipuna - 58 Waipuna Road, Mt Wellington, Auckland	6 - 8pm, Wednesday 4th September
Northtec Marae - 55 Raumanga Valley Road, Whangarei	10am -12, Saturday 7th September
Omaha Marae - 14 Omaha Access Road, Leigh	10am -12, Saturday 14th September

The purpose of the hui is to:

- provide information about Crown settlement policy, the Ngātiwai Trust Board and the mandate process; and
- mandate the Ngātiwai Trust Board to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the historical Treaty claims of Ngātiwai.

Voting

Voting is by postal ballot for all members of the claimant community over 18 years of age on the following resolution:

That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered claims.

Voting packs will be issued from 17 August 2013 when the official voting period will open, closing at 5 pm on 15 September 2013. Votes can be returned by post, online or at a Mandate Hui.

Supporting Information to the Ngātiwai Trust Board's Mandate Strategy

Please note that the mandate strategy and supporting material is available on the Ngātiwai Trust Board's web-site at www.ngatiwai.iwi.nz and also on the Office of Treaty Settlement's web-site www.ots.govt.nz. We encourage all interested members of Te Iwi o Ngātiwai to provide feedback on the mandate strategy to the Office of Treaty Settlements by the close of day on 17 August 2013.

For further information please contact Moana MacDonald 09 430 0939.

Ngātiwai Trust Board
129 Port Road, Whangarei
PO Box 1332, Whangarei 0140
Phone 09 430 0939
Email ngatiwai@ngatiwai.iwi.nz

Dale Ofoske, Returning Officer
Independent Election Services Ltd
PO Box 5135, Wellesley Street, Auckland 1141
Phone 0800 922 822
info@electionservices.co.nz

ATTACHMENT TWENTY

Ngatiwai Trust - 2013

Contract No. 2926 / 1
 Advertiser Ngatiwai Trust Board
 Agent DIRECT SALES
 Executive KRISHNA MARINAS

Channel	TX Date	TX Time	Break	Len	Prog. Before
MTS	12/08/2013	20:50:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	12/08/2013	21:50:00	CB	0:15	TE ARA WAIRUA A NEW HOPE
MTS	12/08/2013	23:20:00	CB	0:15	UK SUPER LEAGUE
MTS	13/08/2013	17:10:00	CB	0:15	KURA TUARUA NATIONAL KAPA HAKA COMPETITIONS
MTS	13/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	13/08/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	13/08/2013	20:20:00	CB	0:15	JOURNEY TO THE WEST
MTS	13/08/2013	21:10:00	CB	0:15	DADS IN HEAVEN WITH NIXON
MTS	14/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	14/08/2013	20:10:00	CB	0:15	POUTIRIAO
MTS	14/08/2013	21:50:00	CB	0:15	WHARE TAONGA
MTS	14/08/2013	22:20:00	CB	0:15	ORUORUA
MTS	14/08/2013	23:20:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	15/08/2013	15:10:00	CB	0:15	TATAI HONO
MTS	15/08/2013	21:10:00	CB	0:15	CODE 2013
MTS	15/08/2013	21:20:00	CB	0:15	CODE 2013
MTS	15/08/2013	21:50:00	CB	0:15	HUNTING AOTEAROA
MTS	15/08/2013	23:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	16/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	16/08/2013	21:20:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	16/08/2013	22:40:00	CB	0:15	SONGS FROM THE INSIDE
MTS	17/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	17/08/2013	18:10:00	CB	0:15	TE TEPU 2013
MTS	17/08/2013	20:20:00	CB	0:15	TWINS
MTS	17/08/2013	22:35:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	18/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	18/08/2013	22:30:00	CB	0:15	THE ORATOR
MTS	18/08/2013	23:40:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	19/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	19/08/2013	20:10:00	CB	0:15	KAPA HAKA BEHIND THE FACES
MTS	19/08/2013	20:50:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	20/08/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	20/08/2013	20:10:00	CB	0:15	JOURNEY TO THE WEST
MTS	20/08/2013	20:40:00	CB	0:15	THERE ONCE WAS AN ISLAND
MTS	20/08/2013	22:10:00	CB	0:15	JOHN SAFRANS RACE RELATIONS
MTS	21/08/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	21/08/2013	21:20:00	CB	0:15	KOWHAO RAU
MTS	21/08/2013	21:40:00	CB	0:15	WHARE TAONGA
MTS	21/08/2013	22:10:00	CB	0:15	ORUORUA
MTS	21/08/2013	22:40:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	22/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	22/08/2013	20:10:00	CB	0:15	MARAE KAI MASTERS
MTS	22/08/2013	20:40:00	CB	0:15	CODE 2013
MTS	22/08/2013	21:40:00	CB	0:15	HUNTING AOTEAROA
MTS	22/08/2013	22:10:00	CB	0:15	HEAD 2 HEAD 2013
MTS	23/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	23/08/2013	18:10:00	CB	0:15	TAURANGA MOANA TAURANGA TANGATA
MTS	23/08/2013	20:50:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	23/08/2013	21:50:00	CB	0:15	MARAE KAI MASTERS
MTS	24/08/2013	14:40:00	CB	0:15	CODE 2013
MTS	24/08/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	24/08/2013	22:40:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	25/08/2013	15:20:00	CB	0:15	KANIKANI MAI
MTS	25/08/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	25/08/2013	20:10:00	CB	0:15	MY COUNTRY SONG
MTS	25/08/2013	21:20:00	CB	0:15	DAUGHTERS OF THE PACIFIC
MTS	25/08/2013	22:15:00	CB	0:15	NO.2
MTS	26/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	26/08/2013	21:20:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	26/08/2013	22:10:00	CB	0:15	TATAI HONO

MTS	27/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	27/08/2013	20:20:00	CB	0:15	JOURNEY TO THE WEST
MTS	27/08/2013	20:40:00	CB	0:15	MABO: LIFE OF AN ISLAND MAN
MTS	27/08/2013	22:20:00	CB	0:15	REDFERN NOW
MTS	28/08/2013	15:10:00	CB	0:15	WARRANT OF FITNESS
MTS	28/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	28/08/2013	22:10:00	CB	0:15	ORUORUA
MTS	28/08/2013	23:20:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	28/08/2013	23:50:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	29/08/2013	19:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	29/08/2013	20:50:00	CB	0:15	CODE 2013
MTS	29/08/2013	21:50:00	CB	0:15	HUNTING AOTEAROA
MTS	29/08/2013	22:20:00	CB	0:15	HEAD 2 HEAD 2013
MTS	30/08/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	30/08/2013	20:50:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	30/08/2013	21:40:00	CB	0:15	MARAE KAI MASTERS
MTS	30/08/2013	23:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	31/08/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	31/08/2013	18:20:00	CB	0:15	TE TEPU 2013
MTS	31/08/2013	18:50:00	CB	0:15	JOES WORLD ON A PLATE
MTS	31/08/2013	20:10:00	CB	0:15	BEND IT LIKE BECKHAM
MTS	31/08/2013	22:15:00	CB	0:15	JOURNEY TO THE WEST
MTS	1/09/2013	16:20:00	CB	0:15	UK SUPER LEAGUE
MTS	1/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	1/09/2013	20:40:00	CB	0:15	HENARE O KEEFE: TE TUATANGATA
MTS	1/09/2013	22:30:00	CB	0:15	SCENT OF A WOMAN
MTS	2/09/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	2/09/2013	18:20:00	CB	0:15	NGA TOKI O NGATI TUWHARETOA
MTS	2/09/2013	19:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	2/09/2013	19:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	2/09/2013	20:40:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	2/09/2013	21:40:00	CB	0:15	TE ARA WAIRUA A NEW HOPE
MTS	3/09/2013	16:50:00	CB	0:15	PUKANA 2013
MTS	3/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	3/09/2013	19:40:00	CB	0:15	JOURNEY TO THE WEST
MTS	3/09/2013	20:40:00	CB	0:15	AFTER MABO
MTS	3/09/2013	23:25:00	CB	0:15	TAGATA PASIFIKA 2013
MTS	4/09/2013	17:20:00	CB	0:15	MATAATUA REGIONAL COMPETITION
MTS	4/09/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	4/09/2013	19:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	4/09/2013	20:10:00	CB	0:15	POUTIRIAO
MTS	4/09/2013	20:40:00	CB	0:15	KOWHAO RAU
MTS	4/09/2013	22:40:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	5/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	5/09/2013	18:50:00	CB	0:15	AKO
MTS	5/09/2013	19:40:00	CB	0:15	MARAE KAI MASTERS
MTS	5/09/2013	21:50:00	CB	0:15	HUNTING AOTEAROA
MTS	5/09/2013	22:10:00	CB	0:15	HEAD 2 HEAD 2013
MTS	6/09/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	6/09/2013	20:20:00	CB	0:15	HARDCASE
MTS	6/09/2013	21:10:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	7/09/2013	14:40:00	CB	0:15	CODE 2013
MTS	7/09/2013	17:20:00	CB	0:15	IRB JUNIOR WORLD CHAMPIONSHIPS 2013 - FRANCE
MTS	7/09/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	7/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	7/09/2013	19:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	7/09/2013	19:40:00	CB	0:15	RUDYARD KIPLINGS THE SECOND JUNGLE BOOK MOWGLI AND BALOO
MTS	7/09/2013	22:20:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	13/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	13/09/2013	18:40:00	CB	0:15	AKO
MTS	13/09/2013	20:10:00	CB	0:15	HARDCASE
MTS	14/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	14/09/2013	18:50:00	CB	0:15	JOES WORLD ON A PLATE
MTS	14/09/2013	22:55:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013
MTS	14/09/2013	23:25:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	14/09/2013	23:25:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	15/09/2013	15:20:00	CB	0:15	KANIKANI MAI
MTS	15/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	15/09/2013	19:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	15/09/2013	19:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED

MTS	15/09/2013	20:40:00	CB	0:15	A SLEEPY LIFE
MTS	15/09/2013	20:40:00	CB	0:15	A SLEEPY LIFE
MTS	15/09/2013	22:30:00	CB	0:15	THE APOSTLE
MTS	15/09/2013	22:30:00	CB	0:15	THE APOSTLE
MTS	16/09/2013	18:10:00	CB	0:15	TE UREWERA
MTS	16/09/2013	21:20:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	16/09/2013	22:20:00	CB	0:15	TATAI HONO
MTS	17/09/2013	19:50:00	CB	0:15	JOURNEY TO THE WEST
MTS	17/09/2013	21:10:00	CB	0:15	AIRPORTS AND OVERTURES
MTS	17/09/2013	21:20:00	CB	0:15	AIRPORTS AND OVERTURES
MTS	18/09/2013	18:50:00	CB	0:15	AKO
MTS	18/09/2013	19:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	18/09/2013	20:40:00	CB	0:15	KOWHAO RAU
MTS	18/09/2013	21:40:00	CB	0:15	WHARE TAONGA
MTS	18/09/2013	22:10:00	CB	0:15	ORUORUA
MTS	18/09/2013	23:40:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	19/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	19/09/2013	21:50:00	CB	0:15	HUNTING AOTEAROA
MTS	19/09/2013	22:10:00	CB	0:15	HEAD 2 HEAD 2013
MTS	20/09/2013	18:20:00	CB	0:15	TE UREWERA
MTS	20/09/2013	19:50:00	CB	0:15	TRIBE
MTS	20/09/2013	20:40:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013 - SEMI FINALS
MTS	20/09/2013	23:10:00	CB	0:15	SONGS FROM THE INSIDE
MTS	21/09/2013	18:10:00	CB	0:15	TE TEPU 2013
MTS	21/09/2013	20:50:00	CB	0:15	HOMAI TE PAKIPAKI VII 2013 - SEMI FINALS
MTS	21/09/2013	21:10:00	CB	0:15	JOURNEY TO THE WEST
MTS	21/09/2013	22:20:00	CB	0:15	BUFFY SAINTE MARIE: A MULTIMEDIA LIFE
MTS	22/09/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	23/09/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	24/09/2013	19:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	24/09/2013	21:10:00	CB	0:15	ITS A GIRL
MTS	25/09/2013	16:50:00	CB	0:15	PUKANA 2013
MTS	25/09/2013	22:40:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	25/09/2013	23:40:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	26/09/2013	19:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	27/09/2013	23:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	28/09/2013	23:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	29/09/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	29/09/2013	19:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	30/09/2013	0:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	30/09/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	1/10/2013	23:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	2/10/2013	22:50:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	2/10/2013	23:40:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	3/10/2013	23:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	4/10/2013	19:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	6/10/2013	0:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	6/10/2013	17:40:00	CB	0:15	TE KAEA 2013
MTS	6/10/2013	17:50:00	CB	0:15	TE KAEA 2013
MTS	6/10/2013	23:40:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	7/10/2013	23:10:00	CB	0:15	TE KAEA 2013
MTS	8/10/2013	23:40:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	9/10/2013	22:50:00	CB	0:15	NATIVE AFFAIRS 2013
MTS	9/10/2013	23:40:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	10/10/2013	23:20:00	CB	0:15	TE KAEA 2013 - SUBTITLED
MTS	11/10/2013	23:10:00	CB	0:15	TE KAEA 2013 - SUBTITLED

Advertisement 1 12/8/13 - 7/9/13

Advertisement 2 13/9/13 - 11/10/13

8 weeks total

ATTACHMENT TWENTY ONE



Ngati Hine FM 99.6 & 99.1

5 Walton Street PO Box 1127
 Whangarei
 ph 09 4386115 fax 09 4385767
 Email admin@ngathinefm.co.nz

Ngatiwai Trust Board
 P O Box 1332
 Whangarei 0140

Air Time Details

Printed: 25/06/2014 at 10:18
 Contract ID NHFM2013HL11
 Advertiser Ngatiwai Trust Board

12/08/2013 Radio Ngati Hine

7:50:00a NWTB/MANC 5:20:00p NWTB/MANC 8:20:00p NWTB/MANC

13/08/2013 Radio Ngati Hine

7:20:00a NWTB/MANC 12:50:00p NWTB/MANC 5:50:00p NWTB/MANC

14/08/2013 Radio Ngati Hine

7:50:00a NWTB/MANC 3:20:00p NWTB/MANC 7:20:00p NWTB/MANC

15/08/2013 Radio Ngati Hine

7:06:00a NWTB/MANC 4:06:00p NWTB/MANC 8:20:00p NWTB/MANC

16/08/2013 Radio Ngati Hine

8:10:00a NWTB/MANC 2:06:00p NWTB/MANC 4:06:00p NWTB/MANC

17/08/2013 Radio Ngati Hine

7:20:00a NWTB/MANC 1:20:00p NWTB/MANC 6:50:00p NWTB/MANC 8:20:00p NWTB/MANC 8:50:00p NWTB/MANC

18/08/2013 Radio Ngati Hine

11:50:00a NWTB/MANC 1:20:00p NWTB/MANC 1:50:00p NWTB/MANC 5:20:00p NWTB/MANC 6:50:00p NWTB/MANC

19/08/2013 Radio Ngati Hine

8:10:00a NWTB/MANC 2:06:00p NWTB/MANC 4:06:00p NWTB/MANC

20/08/2013 Radio Ngati Hine

9:30:00a NWTB/MANC 3:20:00p NWTB/MANC 8:50:00p NWTB/MANC

21/08/2013 Radio Ngati Hine

8:10:00a NWTB/MANC 3:06:00p NWTB/MANC 6:50:00p NWTB/MANC

22/08/2013 Radio Ngati Hine

12:06:00p NWTB/MANC 1:06:00p NWTB/MANC 8:20:00p NWTB/MANC

23/08/2013 Radio Ngati Hine

8:10:00a NWTB/MANC 12:06:00p NWTB/MANC 4:06:00p NWTB/MANC

24/08/2013 Radio Ngati Hine

11:20:00a NWTB/MANC 11:50:00a NWTB/MANC 1:20:00p NWTB/MANC 7:20:00p NWTB/MANC 8:50:00p NWTB/MANC

25/08/2013 Radio Ngati Hine

8:50:00a NWTB/MANC 10:20:00a NWTB/MANC 2:20:00p NWTB/MANC 3:50:00p NWTB/MANC 5:20:00p NWTB/MANC

26/08/2013 Radio Ngati Hine

8:10:00a NWTB/MANC 2:06:00p NWTB/MANC 4:06:00p NWTB/MANC

27/08/2013 Radio Ngati Hine

8:06:00a NWTB/MANC 3:20:00p. NWTB/MANC 8:50:00p NWTB/MANC

28/08/2013 Radio Ngati Hine

9:10:00a NWTB/MANC 3:50:00p. NWTB/MANC 7:20:00p NWTB/MANC

29/08/2013 Radio Ngati Hine

8:50:00a NWTB/MANC 12:50:00p NWTB/MANC 5:20:00p NWTB/MANC

30/08/2013 Radio Ngati Hine

7:06:00a NWTB/MANC 2:50:00p. NWTB/MANC 3:40:00p NWTB/MANC

31/08/2013 Radio Ngati Hine

11:20:00a NWTB/MANC 11:50:00a NWTB/MANC 6:50:00p NWTB/MANC 7:20:00p. NWTB/MANC 8:50:00p NWTB/MANC

1/09/2013 Radio Ngati Hine

9:50:00a NWTB/MANC 10:50:00a NWTB/MANC 1:20:00p NWTB/MANC 2:20:00p. NWTB/MANC 6:50:00p NWTB/MANC

2/09/2013 Radio Ngati Hine

9:20:00a NWTB/MANC 9:50:00a. NWTB/MANC 3:50:00p NWTB/MANC 8:50:00p. NWTB/MANC

3/09/2013 Radio Ngati Hine

9:20:00a NWTB/MANC 9:50:00a. NWTB/MANC 5:40:00p NWTB/MANC 6:50:00p. NWTB/MANC

4/09/2013 Radio Ngati Hine

8:10:00a NWTB/MANC 9:50:00a. NWTB/MANC 2:50:00p NWTB/MANC 5:40:00p. NWTB/MANC

5/09/2013 Radio Ngati Hine

9:30:00a NWTB/MANC 9:50:00a. NWTB/MANC 5:50:00p NWTB/MANC 8:50:00p. NWTB/MANC

6/09/2013 Radio Ngati Hine

8:10:00a NWTB/MANC 9:10:00a. NWTB/MANC 1:06:00p NWTB/MANC 4:06:00p. NWTB/MANC

Total Spots 95

Radio ad script-1 (for the week starting Aug 12 - 23)

The Ngatiwai Trust Board wants your mandate to enter into direct negotiations with the Crown to settle all the remaining historical Treaty claims of Te Iwi o Ngatiwai.

The board is hosting a series of mandate hui starting August 24 where it will be asking Ngatiwai for their support or vote for this very important kaupapa.

Make sure you register with the Ngatiwai Trust Board at www.ngatiwai.iwi.nz to ensure you receive your voting pack.

If you do not wish to be enrolled on the tribal register but wish to vote you must complete a special vote by contacting the independent returning officer on free-phone 0800 922 822.

Voters must be of Ngatiwai descent, belong to one of our hapu and marae and be at least 18 years old.

For further info go to our website www.ngatiwai.iwi.nz or call into our office on Port Road.

The first hui starts on August 24 at 10am at Ngatiwai Marae, Rawhiti Road, Ngaiotonga.

It's your choice Ngatiwai - make sure you're registered to be eligible to vote.

ATTACHMENT TWENTY TWO

Introductions

- **Haydn Edmonds**
 - Chairman (Ngātiwai Trust Board)
- **Merepeka Henley**
 - Deputy Chair (Ngātiwai Trust Board)
- **Kris MacDonald**
 - Trustee (Ngātiwai Trust Board)
- **Tania McPherson**
 - Treaty Claims Manager (Ngātiwai Trust Board)
- **Dale Ofsoske**
 - Independent Returning Officer (Election Services)
- **Michael Hollis**
 - Observer (Te Puni Kokiri)

Independent Election Services

- Appointed by the Ngātiwai Trust Board to manage the voting process independently and professionally
- **Dale Ofsoske, Independent Returning Officer**
- Approximately 2,500 Voting packs posted to members on 14 August 2013 (letter, ppt, voting paper, pamphlet)
- Members can vote by either:
 - posting back completed voting paper (freepost envelope)
 - hand delivering to a ballot box at one of the mandating hui
 - voting online using credentials shown on voting paper
- Can only vote once using one method (checks in place)

0800 922 822



Independent Election Services

- Voting opened midnight 16 August 2013 and
- Voting closes 5pm Sunday 13 October 2013
- You can apply for special vote if:
 - registered member but did not receive voting pack in mail
 - voting pack received but lost or damaged
 - unregistered or whangai member (whakapapa checks in place)
- special votes available:
 - after hui (see me) or
 - Phone us and we will posted out
- any voting enquiries ring

0800 922 822



Ngātiwai Trust Board
wants your mandate to
**Seek a Treaty Settlement with
the Crown**
(via direct negotiations)

Mandate hui

August/September 2013



Agenda

1. Purpose of this hui
2. The Te Iwi o Ngātiwai "Claimant Definition"
3. Crown settlement policy and WAI claims
4. The Ngātiwai Trust Board
 1. Accountability Measures
 2. Supporting Structure
5. Open and Transparent mandate Voting Process
6. Questions and Answers
7. **Voting: Mandate Resolution**



1. Purpose of mandate hui

- To provide information about:
 - the Ngātiwai Trust Board
 - Crown settlement policy
 - the mandate process
- For the claimant community to **mandate** the Ngātiwai Trust Board to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai.



1. Overview of the Direct Negotiations Pathway



2. Who is Te Iwi o Ngātiwai Claimant Definition?



The Ngātiwai Trust Board is seeking a mandate to represent the claims related to our:

1. Founding ancestors
2. Marae
3. Hapu
4. Rohe/Area of interest

2. Our Founding Tupuna



- Manaia II
- Te Rauotehuia
- Tahuhuniorangi
- And other key tupuna

(See full description in the mandate strategy page 11)

2. Our Marae



2. Our Hapu



Ngātiwai Hapu	
Ngāti Kuta	Te Kainga Kuri
Patu Keha	Ngāti Toki ki-te-moana
Te Kapotai	Te Patuharakeke
Ngāti Tautahi	Ngāti Takapari
Te Uri o Hikihiki	Ngāti Kororā
Te Aki Tai	Te Whānau ā Rangiwhakaahu
Te Whānau Whero-mata-mamoe	

2. Our Rohe/Area of Interest



Within the Taitokerau Region
The Ngātiwai rohe includes the contiguous area from the mountains to the sea and into the Exclusive Economic Zone

3. Crown settlement policy on WAI Claims to be included



- The Crown negotiates Treaty settlements with Large Natural Groups
 - The Minister for Treaty of Waitangi negotiations has recognised Ngatiwai as a Large Natural Group
- The Crown negotiates comprehensive Treaty settlements
 - This means **all** hapu and **WAI claims** are included in the mandate sought from Te Iwi o Ngatiwai
- WAI Claims**
 - Historical Treaty claims are those arising out of Crown actions or omissions before 21 September 1991.
 - Contemporary claims relate to actions of the Crown that occurred after 21 September 1991 – separate process later

3. WAI Claims Included



WAI No.	Claim Title	Claimants
67	Oriwa 1 B3	Jean Applehof & and Ors
156	Oriwa Block (Whananaki)	Marie Tautari
244	Te Iwi o Ngatiwai historical claims	Uru Paimer/Ngatiwai Trust Board
262	Flora & Fauna	Saana Murray, Te Witi McMath & Ors
343	Otetac A Block	Wayne Peters
504	South Whangarei Land & Seabed	Tamihana Paki
511	Matapouri Bay Council sections	Chris Korohaka & Ors
745	Patuharakeke Hapu Lands & Resources	Luana Pirih & Ors
1308	Pukekauri & Takahiwai	Grant Ngawaka Pirih & Ors
1384	Whangaruru Lands	Elvis Reti & Ors
1392	Pukekauri 1A, 2A & 2B Wika Te Pirih & ors	Ephie Pearly Pene

3. WAI Claims Included



WAI No.	Claim Title	Claimants
1512	Descs of Wika Pirih & Raiha Te Kauwhata	Michael Leulua'i
1528	Native Land Court: Te Kauwhata	Carmen Hetaraka
1529	Native Land Court: Hetaraka & Herewini	Yoru Hetaraka
1530	Native Land Court: Hetaraka & Herewini	Te Rina Hetaraka
1539	Native Land Court: P. Kereopa & S Pirih	Te Aroha Gong
1544	Ngatiwai Land Blocks	George Davies & Ors
1677	Orokawa 3B Perpetual lease	Hihana Seve
1711	Te Whānau ā Rangihakaahu Hapu	Kris MacDonald, James Mackie & Ors
1712	Native Land Court: Toi te Huatahi & Te Mawe	Wanno Māhanga
1717	Native land Court: Te Whānau Whero	Alan Moore & Takapan Waata
1719	ML Blocks: Hone & Erana Murphy	Henry Murphy

3. WAI Claims Included



WAI No.	Claim Title	Claimants
1723	Crown's Environmental Policies	John Paki
1726	Paremata Mōkau A13 Block etc	Robin Paratene
1786	Actions of the Crown: Reweti whānau	Ike Reti, Gary Reti & Ors
1954	Native Land Court: Haika & Te Kauwhata	Eta Haika
1960	Rangatanga Tamihana & Kaupeka	Kapoti Tamihana
1961	Native Land Court: Pita Tunua & ors	David Carpenter
1955	Partitioning land: Patu Harakake & Ngatiwai	Juanita De Senna
1973	Native Land Court: Hone Pita & Marara Pita	Robert Carpenter
2022	Foreshore Seabed Motokakaka Island	Edima Colston (Patuone Hoskins on behalf of the Ahuwhenua Trust and owners of Motokakaka)
2243	Little Barrier Is Acquisition Act	Tamihana Paki

4. Supplementary Claims

After the mandate strategy was placed on the OTS website, the Crown instructed the Trust Board to include further WAI claims which appear to relate to Ngatiwai hapu.

4. Supplementary Claims

WAI	Claim Title	Claimants
245	Hinetapu Mahi Mahanga whānau	Honi George Moanarua Munro Parata
620	Te Waiariki/Ngati Korora Hapu	Colin Malcolm & Ors
663	Nga Hapu o Whakareia	Rudie & John Muijen & Ors
887	Hini Tararangi Waiene Tautari Whakapepe Whānau Trust	Tamihana Waiene & Ors
1307	Nga Kura ke Te Rewinitu	Mabutaera Te Niua Clendon & Ors
1411	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1412	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1413	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1414	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1415	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1416	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1466	Te Kapotai and Ngati Pare	Te Rihiri Whao Reti & Ors
1515	Te Rourou Whakamaoa	Elizabeth Hope & Ors
1546	Te Kapotai	Edward Henry Cook

4. Crown settlement policy And NTB Accountability Measures



- To be recognised as a **mandated body** the Ngātiwai Trust Board needs to:
 - provide a claimant definition including **all** hapu and WAI claims;
 - be appropriately **accountable** to the large natural group; and
 - carry out an **open and transparent process** to seek a mandate.

4. NTB Structure & Accountability

- The Ngātiwai Trust Board is a Charitable Trust established in 1984 with governance and management arrangement set out in a Trust Deed
- The Trustee's are appointed through Marae elections held every three years
- The Trustee's decision making process is by a simple majority (>50%)
- Any adult registered members of Ngātiwai Trust Board is eligible for election
- Each Marae may also elect an alternate Trustee

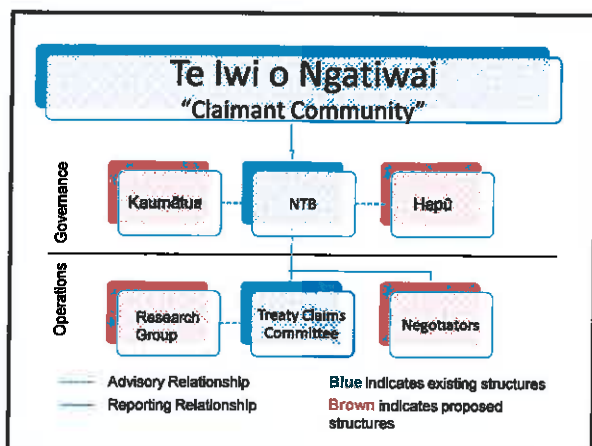


Marae	Trustees	Alternates
Tūparehūia	Kathy Pita	Dick Pene
Ngalotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruks	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mokau	Donna Tamaki	Adrienne Taungapeau
Oakura	Henry Murphy	
Whananāku	Allan Moore	Isha Waetford
Matapouri	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erca Wellington	Mike Rundlett
Pātaua	Hori P. Mahanga	
Takahiwai	Michael Leului	
Pāidri	Annette Baines	
Motairere	Andrea Muuro	Jeff Cleave
Kawa	George Ngāwaka	



4. Structure and Accountability

- The Ngātiwai Trust Board will report back to the Te Iwi o Ngātiwai through:
 - Annual General Meetings and Special General Meetings
 - Wananga and ongoing Hapu/Marae hui
 - Regular Panui/news-letters/website, smart phone "app"
- The mandate can be removed through a process equivalent to the process that established the mandate.
- The Ngātiwai Trust Board will present an initialed deed of settlement to the claimant community for their ratification.



5. An Open and Transparent Mandate Process



- Mandate hui** and voting period August/September
 - Regional hui: Whangarei, Auckland, Hamilton, Rotorua, Tauranga, Wellington
 - Marae hui: Ngalotonga, Matapouri, and Pakiri
- Votes counted**
 - made public
 - Passed to OTS
- Submissions Invited**
 - Public notification and letters to Wai claimants
 - submissions, views and enquiries invited
- Ngātiwai Trust Board respond**
 - to any issues raised in submissions
- Ministers make a decision**
 - whether to recognise a deed of mandate for the Ngātiwai Trust Board

5. Mandate hui schedule

The voting period will open on 17 August and close on 13 October 2013

Venue	Location	Date
Ngatiwai Marae	Ngaiotonga	24 August 2013
The Tauranga	Tauranga	28 August 2013
Brentwood	Wellington	29 August 2013
Matapouri Marae	Matapouri	31 August 2013
Copthorne Hotel	Rotorua	2 September 2013
Kingsgate	Hamilton	3 September 2013
The Waipuna	Auckland	4 September 2013
Northtec Marae	Whangarei	7 September 2013
Omaha Marae	Leigh	14 September 2013

5. Where can I get more information?

Voting/Hui Information

Election Services Ltd
P.O. Box 5135
Wellesley Street
Auckland 1141
Free phone: 0800 922 822
E-mail:
info@electionservices.co.nz
Website:
www.electionservices.co.nz

Mandate Strategy Information

Ngātiwai Trust Board
 129 Port Road or
 P.O. Box 1332
 Whangarei 0110
 Phone: (09) 430 0939
 E-mail:
ngatiwai@ngatiwai.iwi.nz
 Website:
www.ngatiwai.iwi.nz

6. Questions And Answers?



7. Voting: Mandate Resolution

- ✓ The vote is by postal ballot for all members of Te Iwi o Ngātiwai over 18 years of age.
- ✓ Special votes are available to unregistered members.
- ✓ Votes may be posted to the Independent Returning Officer, placed in the ballot box provided at the mandate hui or cast online



The resolution to be put to the vote is as follows:

That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered claims

Ngātiwai Trust Board
 wants your mandate to
**Seek a Treaty Settlement with
 the Crown**
(via direct negotiations)

Mandate hui

August/September 2013



ATTACHMENT TWENTY THREE

VOTING PAPER

NGĀTIWAI TRUST BOARD
2013 Mandate Poll



3 ways to vote

you can choose ONE of these methods to vote

vote by post

Tick your preferred option on the voting paper below



Tear off the voting paper below and post it in the return envelope



or

vote online

Go to www.voteonline.co.nz/xxx

Enter the following details, which are unique to you.

Your Voter ID is <<ElectorID>>

Your Password is <<Password>>

NOTE All passwords are case sensitive
- letters must be entered in capitals.



Follow the instructions online on how to vote

or

vote at a hui

Tick your preferred option on the voting paper below



Place your completed voting paper in the ballot box at a mandate hui



Details of the mandate hui are found in the information enclosed with this voting paper

Before you vote: please read the accompanying information.

After voting: if voting by post, it is recommended that your vote be posted no later than 5 pm Wednesday 11 September 2013. Tear off the voting paper and seal it in the return envelope provided. Post or deliver the envelope to Independent Election Services Ltd, so that it is received before 5 pm, 15 September 2013.

Voting Closes 5 PM, SUNDAY 15 SEPTEMBER 2013 No votes will be accepted after this time

Special votes are available to members who have lost, have damaged, or have not received their voting paper.

FOR ALL VOTING ENQUIRIES PLEASE PHONE 0800 922 822

Dale Ofsoske, Returning Officer, Independent Election Services Ltd, PO Box 5135, Wellesley Street, Auckland 1141

✂ If voting by post or at a mandate hui, tear off the voting paper here and seal it in the return envelope provided ✂

VOTING PAPER

NGĀTIWAI TRUST BOARD
2013 Mandate Poll

As a member of Ngātiwai you are entitled to vote on the resolution below.

How to vote: indicate your preferred choice by placing a tick ✓ clearly in one box after the resolution below.



RESOLUTION:

That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims.

YES/ĀE

NO/KAO



12345678

<<Name>>

<<Add1>>

<<Add2>>

<<Add3>>

<<Add4>>

↙ If voting by post or at a mandate hui, tear off the voting paper here and seal it in the return envelope provided ↘



12345678

THE RETURNING OFFICER
NGĀTIWAI TRUST BOARD
PO BOX 5135
WELLESLEY STREET
AUCKLAND 1141

ATTACHMENT TWENTY FOUR

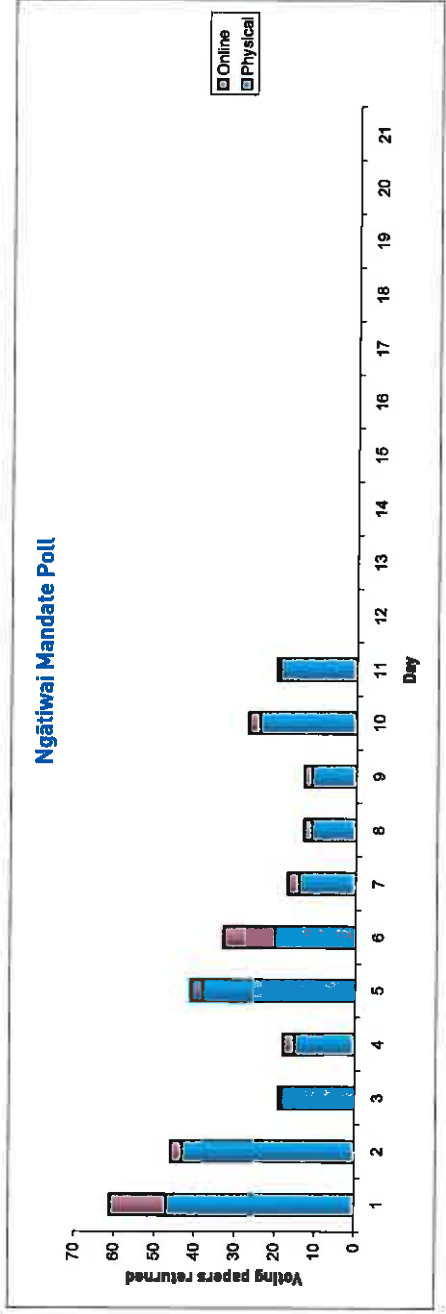


**Mandate Poll
15 September 2013**

Daily voting paper returns

Number of voting papers issued	Election Day																					
	19-Aug	20-Aug	21-Aug	22-Aug	23-Aug	26-Aug	27-Aug	28-Aug	29-Aug	30-Aug	2-Sep	3-Sep	4-Sep	5-Sep	6-Sep	9-Sep	10-Sep	11-Sep	12-Sep	13-Sep	15-Sep	
Physical	47	63	18	15	38	20	14	11	11	24	19											
Online	14	3	1	3	3	13	3	2	2	3	1											
2,457	61	107	126	144	185	218	235	248	261	288	308											
DAILY %	2.5%	1.8%	0.8%	0.7%	1.6%	1.3%	0.7%	0.5%	0.5%	1.1%	0.8%											
ACCUM %	2.5%	4.3%	5.1%	5.9%	7.4%	8.8%	9.4%	10.0%	10.5%	11.6%	12.4%											

330
48



ATTACHMENT TWENTY FIVE

Notice of Extension to the Ngātiwai Trust Board Mandate Vote Period



The Ngātiwai Trust Board (the Trust) is seeking a mandate to represent Te Iwi o Ngātiwai in direct Treaty settlement negotiations with the Crown.

Purpose of this Notice

The purpose of this additional public notice is to inform all members of Te Iwi o Ngātiwai of a four (4) week extension to the postal ballot period. This extension aims to ensure that Ngātiwai members have more time to consider the Trust's mandate proposal, register and to vote on the mandate resolution.

Extended Postal Ballot Period

The closing date of the postal ballot voting period is now extended to 5pm on 13 October 2013. Voting Packs have been issued and votes must be received by the returning officer by 5pm on 13 October 2013. If you have not received a voting pack by now it is because we do not have your current postal address – please contact us to update your contact details if this is the case. Votes can be returned by post, online or at a mandate hui. Voting is by postal ballot for all members of Te Iwi o Ngātiwai who are 18 years and over on the following resolution:

“That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims”

Supporting Information:

Please note that the Trust's mandate strategy and supporting information is available on the Trust's web-site at www.ngatiwai.iwi.nz It is also available on the Office of Treaty Settlements web-site at www.ots.govt.nz

For information on the Mandate Strategy	For information on the Voting process
Ngātiwai Trust Board 129 Port Road, Whangarei PO Box 1332, Whangarei 0140 Phone 09 430 0939 Email ngatiwai@ngatiwai.iwi.nz	Dale Ofoske, Returning Officer Independent Election Services Ltd PO Box 5135, Wellesley Street, Auckland 1141 Phone 0800 922 822 info@electionservices.co.nz

ATTACHMENT TWENTY SIX



YOUR CHOICE NGĀTIWAI: 82% OF YOU VOTED YES TO THE MANDATE

Official results released this afternoon by the Independent Returning Office from Election Services confirmed that “Of those who cast their vote, 82% were in favour of the Ngātiwai Trust Board’s mandate proposal.”

The Ngātiwai Trust Board’s mandate proposal being - to represent Te Iwi o Ngātiwai in direct negotiations with the crown for the comprehensive settlement of all remaining historical Treaty claims.

In an eight week voting period, commencing Saturday 17 August 2013, Ngātiwai Trust Board has carried out nine mandating hui throughout New Zealand. A further three hui were also held in Brisbane and Sydney, Australia. The mandate hui were advertised extensively across a range of media channels including TV, Newspapers, Radio, website and on Facebook.

“A great deal of effort was made to reach out to Ngātiwai to participate in the voting process and have their say. While we would have liked a higher participation rate in the voting process, we are humbled at the level of support received to undertake this very important kaupapa. In the coming weeks, we have much work to do with all Ngātiwai including those who did not support the mandate. We encourage anyone with questions or who require further clarification of the results to contact their trustee representative or the Ngātiwai Trust Board directly. We are committed to doing our utmost to ensure we represent a united voice for Ngātiwai on this kaupapa.” said Haydn Edmonds chairman of Ngātiwai Trust Board.

Ngātiwai were able to vote by post, online or at each mandate hui. Of the 2,735 voting papers that were issued, 772 votes were cast, giving a 28.2% participation rate.

Comparative Results of Northland Iwi yet to enter Negotiations

Representative Body	Year	Participation Rate	% of votes in support
Te Rūnanga o Ngāti Whātua	2008	14.09%	95.6%
Tūhoronuku	2011	23%	76.4%
Ngātiwai Trust Board	2013	28.2%	82.38%

For further information on results please visit ngatiwai.iwi.nz or contact the Ngātiwai Trust Board 09 430 0939.



Explanation of Ngātiwai Trust Board's Mandate Vote Results

1. Preparation and Implementation

NTB undertook to actively recruit members to the tribal register during the pre-mandating phase of the Treaty settlement process. This involved:

- Verifying¹ existing members addresses prior to the commencement of the mandate process.
- Revising our registration form prior to the commencement of the mandate process and making it available at all mandate hui, online and via a small team of field staff.
- Calling members prior to and during the mandate process where phone numbers were available to check postal addresses and that members have successfully received their voting packs.
- Approaching some Kaumatua to check that all their whanau members were registered and addresses were correct (including in overseas).
- Web-search for members contact details (i.e. Facebook, Pipl.com etc).

It should be noted that members were not able to vote unless NTB had a valid address to provide to the Independent Returning Officer although special votes were made available to those members who did not wish to be registered with NTB. Once the IRO received notification of either new registrations or updated addresses they were then able to send the voting packs to these members. Once in receipt of voting packs member then had three ways to cast their votes (post it back in the mail, ballot box at mandate hui, or cast their vote online using credentials contained in voting packs).

2 Results: Tribal Register Database Report (generated at 13 October 2013)

The results of the recruitment drive are set out in the table below showing:

- A total of 395 additional registrations were received during the 8 week voting period representing an increase of 6.14% overall. This can be compared with an average of approximately 3 new registrations received each month prior to the mandating process commencing. It should also be noted that NTB were advised that a number of members had since passed away and those registrations were able to be updated also.
- Of those 395 new registrations 213 were for potential voters (i.e. those over 18 years) representing and increase of 4.53% in the potential voting pool.

A total of 772 votes were cast within the voting period representing:

- 16.45% of the potential voters overall and
- 28.21% of address verified potential voters

Table 1. Overall Results	19 July 2013 (mandate endorsed)	13 October 2013 (voting closed)	Variance (+/-)
Total Registrations	6,036	6,431	+395
Potential Voters (over 18 yrs)	4,480	4,693	+213
Non voters	1,556	1,738	+182
Address verified potential voters	2,487	2,736	+ 249
Total Votes Cast	-	772	-

¹ This occurred by sending a return freepost postal notice requesting any updates to members postal addresses. Where staff received a return to sender or gone, no address (GNA) notification these addresses were removed from the database before providing the IRO with database information for voting purposes.

ATTACHMENT TWENTY SEVEN

Declaration of Result of Mandate Poll



I hereby declare the result of the Mandate Poll held on 13 October 2013.

RESOLUTION:

That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered claims.

Option	Votes Received
YES/ĀE	636
NO/KAO (Blank votes 5)	131

2,735 voting papers were issued and 772 votes were cast, this being a 28.2% return.

Of those who cast their vote, 82% were in favour of the Ngātiwai Trust Board's mandate proposal.

Dated at Auckland, 21 October 2013.

Dale Ofoske, Returning Officer
Independent Election Services Ltd
for Ngātiwai Trust Board

RESULT SHEET

OFFICIAL RESULT

Ngātiwai Trust Board

2013 Mandate Poll

13 October 2013

Resolution: That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai including registered and un-registered historical claims.

	TOTAL	
YES/ĀE	636	82.38%
NO/KAO	131	16.97%
INFORMAL	0	
BLANK	5	

772



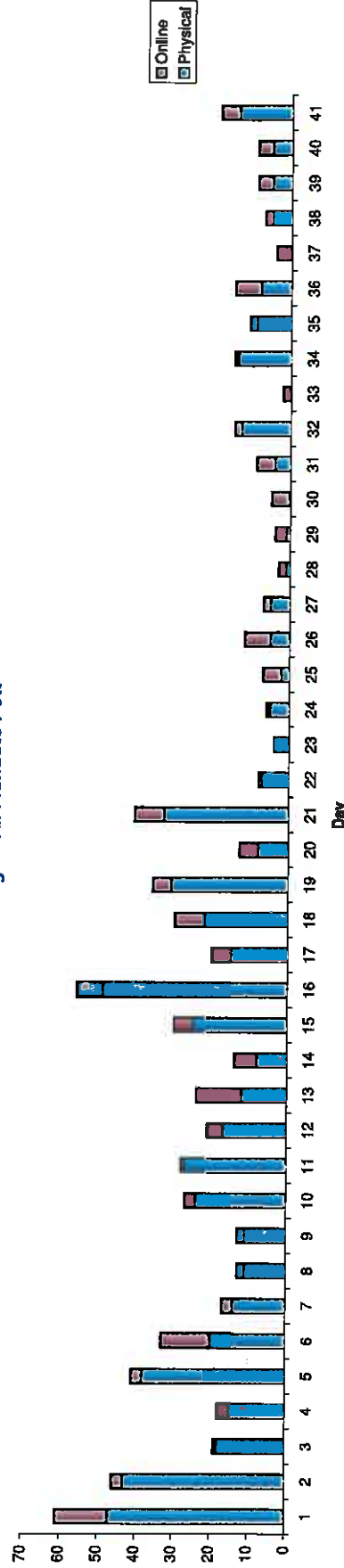
Mandate Poll
13 October 2013

Daily voting paper returns

Election Day

Number of voting papers issued	Physical	Online	2,735	DAILY %	ACCUM %
19-Aug	47	43	18	1.7%	4.6%
20-Aug	3	3	1	0.7%	5.3%
21-Aug	15	38	3	1.5%	6.8%
22-Aug	3	13	3	1.2%	8.0%
23-Aug	20	14	3	0.6%	8.6%
24-Aug	11	11	2	0.5%	9.1%
25-Aug	11	26	3	1.0%	10.5%
26-Aug	27	17	4	0.8%	11.6%
27-Aug	12	12	6	0.9%	12.3%
28-Aug	8	25	8	0.5%	13.7%
29-Aug	5	49	7	2.0%	14.8%
30-Aug	25	45	5	0.7%	16.5%
31-Aug	31	8	5	0.5%	17.6%
1-Sep	22	31	8	1.1%	18.7%
2-Sep	51	547	51	1.3%	20.0%
3-Sep	547	560	601	1.5%	20.5%
4-Sep	601	409	613	0.3%	22.0%
5-Sep	409	7	4	0.1%	22.4%
6-Sep	613	619	626	0.3%	22.6%
7-Sep	619	5	2	0.2%	22.9%
8-Sep	626	5	7	0.4%	23.3%
9-Sep	638	2	2	0.3%	23.6%
10-Sep	645	1	1	0.1%	23.7%
11-Sep	648	1	1	0.1%	23.8%
12-Sep	652	3	3	0.1%	24.0%
13-Sep	657	5	5	0.2%	24.2%
14-Sep	666	4	4	0.3%	24.4%
15-Sep	681	13	13	0.5%	24.9%
16-Sep	683	0	0	0.1%	25.0%
17-Sep	698	14	14	0.5%	25.5%
18-Sep	709	9	9	0.4%	25.9%
19-Sep	724	7	7	0.5%	26.5%
20-Sep	728	0	0	0.1%	26.6%
21-Sep	735	5	5	0.3%	26.9%
22-Sep	744	2	2	0.3%	27.2%
23-Sep	753	4	4	0.3%	27.5%
24-Sep	753	5	5	0.3%	27.8%
25-Sep	764	8	8	0.5%	28.3%
26-Sep	772	14	14	0.5%	28.8%
27-Sep	772	0	0	0.0%	28.8%
28-Sep	772	0	0	0.0%	28.8%
29-Sep	772	0	0	0.0%	28.8%
30-Sep	772	4	4	0.3%	29.1%
1-Oct	772	13	13	0.5%	29.6%
2-Oct	772	0	0	0.0%	29.6%
3-Oct	772	14	14	0.5%	30.1%
4-Oct	772	9	9	0.4%	30.5%
5-Oct	772	2	2	0.3%	30.8%
6-Oct	772	7	7	0.5%	31.3%
7-Oct	772	8	8	0.5%	31.8%
8-Oct	772	0	0	0.0%	31.8%
9-Oct	772	5	5	0.3%	32.1%
10-Oct	772	5	5	0.3%	32.4%
11-Oct	772	5	5	0.3%	32.7%
12-Oct	772	14	14	0.5%	33.2%
13-Oct	772	14	14	0.5%	33.7%

Ngātiwai Mandate Poll



ATTACHMENT TWENTY EIGHT



Ngātiwai Trust Board Mandate Strategy

DEED OF MANDATE INFORMATION HUI

The Ngātiwai Trust Board is seeking a mandate to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive and final settlement of all the remaining historical Treaty of Waitangi claims of Ngātiwai. The Ngātiwai Trust Board's mandate strategy and supporting material was publicly notified, and submissions on it sought, in late July - August 2013.

The Ngātiwai Trust Board's mandate strategy set out:

- the Ngātiwai claimant community to be represented in comprehensive negotiations;
- the governance structure and its accountability measures;
- the supporting structures to implement the mandate strategy and progress negotiations; and
- the proposed mandate hui and voting process.

Purpose of the Information hui

Ngātiwai Trust Board invite interested parties to an information hui to be held at Tuparehūia Marae on 21 December 2013, to outline changes that have been made to the mandate strategy:

- since it was publicly notified in July 2013; and
- in converting it into a Deed of Mandate for consideration by the Crown.

Hui Venue/Date/Time

Where: Tuparehūia Marae, Bland Bay, Whangaruru

When: Saturday 21 December 2013

Commencing with a powhiri at 9.30 am.

Publication

Dominion Post (The)

New Zealand Herald

Northern Advocate (Northland)

Section

Public Notices – Mono

Public Notices Mono Mon–Fri

Public Notices Mono

Insertion Date

Wed, 11 Dec 13

Wed, 11 Dec 13

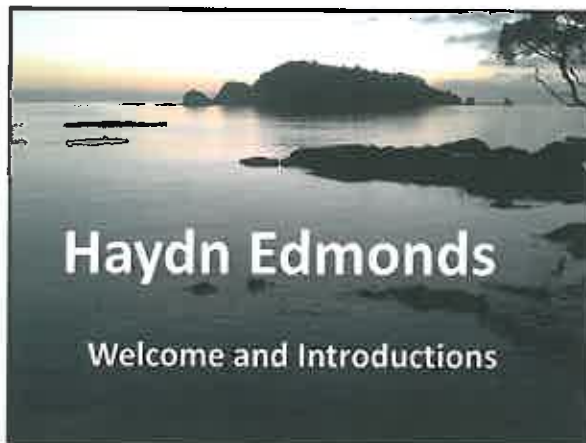
Wed, 11 Dec 13



**Ngātiwai Trust Board &
Office of Treaty Settlements**


**Treaty Settlement
Information Hui**

Saturday 21 December 2013 9:30am





Haydn Edmonds

Welcome and Introductions



Introductions

Ngātiwai Trust Board	Office of Treaty Settlements
<ul style="list-style-type: none"> • Haydn Edmonds – Chairman • Kris MacDonald – Trustee • Tania McPherson – Treaty Claims Manager 	<ul style="list-style-type: none"> • Tim Townsend – Manager • Patrick Sourhee – Principle Analyst • Jess Maynard – Historian

Notified Purpose of Hui


The purpose of this hui is to outline changes that have been made to the mandate strategy:

- since it was publicly notified in July 2013; and
- in converting it into a Deed of Mandate for consideration by the Crown.




Ngātiwai Trust Board

- 1st established 1966 in Whangaruru
- Became a Charitable Trust 1984
- The purpose of the Trust is to benefit Te Iwi o Ngātiwai
- The Trust Deed sets out the management and governance arrangements
- The Trustees are appointed through Marae elections held every three years
- The Trustees' decision making process is by a simple majority (>50%)
- Each Marae may also elect an alternate Trustee
- NTB are ultimately accountable to Te Iwi o Ngātiwai

Ngātiwai Trust Board (NTB)

- Any adult (18 years +) registered member of Ngātiwai Trust Board is eligible for election
- Registered members can also receive information and participate in voting on Treaty Settlement milestones (via the post)
- Please register or check your postal address is up to date



Marae	Trustees	Alternates
Tūparehūa	Kathy Pita	Dick Pene
Ngaiotonga	Merepeka Henley (Deputy Chair)	Jury Greenland
Punaruiki	Haydn Edmonds (Chair)	
Otetao	Gary Reti	Elvis Reti
Mokau	Donna Tamaki	Adrienne Taungapeau
Oakura	Henry Murphy	
Whananāki	Allan Moore	Isha Waetford
Matapouri	Kris MacDonald	Marion Kerepeti-Edwards
Ngunguru	Erica Wellington	Mike Rundlett
Pataua	Hori P Mahanga	
Takahiwai	Grant Pirihū	
Pakiri	Annette Baines	
Motairehe	Andrea Munro	Jeff Cleave
Kawa	George Ngāwaka	

NTB Elections February 2014

Steps to be completed	Target Date
1 Public Notice of Election - Calling for Nominations	Saturday 16 November 2013
2 Nominations Open	Friday 22 November 2013
3 Close of Nominations (5pm)	Friday 13 December 2013
4 Public Notice of Election	Saturday 11 January 2014
5 Issuing of voting packs	Monday 13 January 2014
6 Close of voting period (5pm)	Monday 10 February 2014
7 Results announced	Tuesday 11 February 2014

Important Note:

- Electors will only be able to vote if more than one nomination is received for each Marae.
- Where only one nomination is received no electors will be able to vote for that Marae.

Independent Election Services

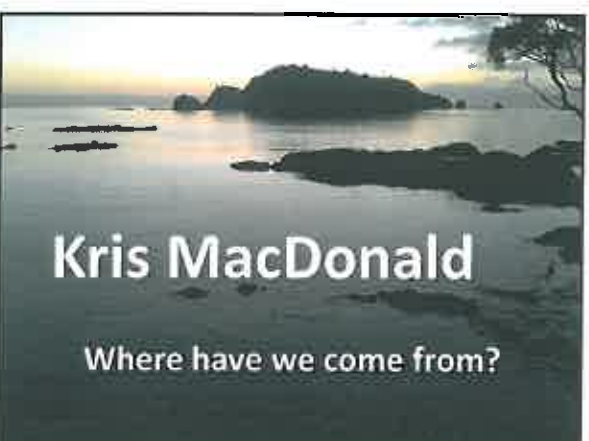
- Appointed by the Ngātiwai Trust Board to manage the voting process independently and professionally
- Dale Ofsoske, Independent Returning Officer
- Voting packs will be sent out only where there has been more than one nomination received for each Marae**
- Members can vote by either:
 - posting back completed voting paper (freepost envelope)
 - voting online using credentials shown on voting paper
- Can only vote once using one method (checks in place)

0800 922 822

Context

The context of this presentation is to provide information about our Treaty Settlement journey including:


- Where have we come from & Where are we now?
- Where are we going & How will we get there?



NTB Work to date


- 1987 NTB WAI 244 Claim Lodged
- 2008 NTB fund \$225,000.00 toward research
- Completed for northern cluster**
 - All Whangaruru Marae
- Part complete for central cluster**
 - Ngunguru, Matapouri, Whananaki
 - Waiting for Pataua
- Part complete for southern cluster**
 - Pakiri, Motairehe, Kawa
 - Waiting for Takahiwai

Research



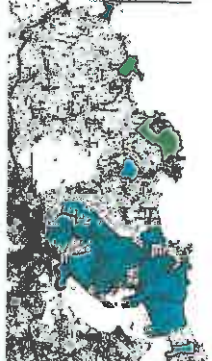
- The research we have completed is sufficient to enter direct negotiation.
- We must be able to:
 - “**demonstrate harm**” and show the “**extent of loss**”
 - further research can be completed as we negotiate the settlement
- The Crown now accepts that land alienation was in breach of the Treaty of Waitangi
- We will have a big job to clarify that our sea alienation claim is also a breach of the Treaty of Waitangi but it is a big issue for us to tackle

Ngātiwai Land Alienation




Land Loss to 1865

- Blue
 - Old land claims – pre 1840
- Green
 - Crown Purchases – 1840 to 1865

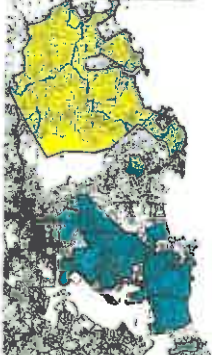


Ngātiwai Land Alienation




Land Loss 1865 to 1885

- Yellow
 - Land Court

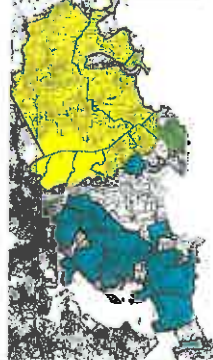


Ngātiwai Land Alienation




Land Loss 1885 to 1905

- Yellow
 - Land Court




Ngātiwai Land Alienation




Remaining Māori Land

- Red



Ngātiwai Sea Alienation




Historical Claims

- 21 September 1992

Marine Reserves

- 1975 Goat Island, Leigh
- 1981 Poor Knights Islands



Engagement With the Crown

Date	Event
June 2009	Crown include Ngāti Manuhiri and Ngāti Rehua in "Tamaki Collective" to settle their claims separately from the rest of Ngātiwai
Aug 2009	NTB approach Crown to enter direct negotiations for remainder of Ngātiwai
Oct 2009	Crown decline request due to overlapping claims with Ngāpuhi
Nov 2009	NTB respond with case for Ngātiwai to settle separately
May 2010	Crown decide to lump Ngātiwai in with Ngāpuhi/Northland inquiry
2010-12	Engagement with Crown/Minister to further discuss matters
Oct 2012	Crown recognise Ngātiwai as a Large Natural Grouping and confirming that Crown is open to direct negotiations – subject to mandate
March 2013	NTB write to Minister requesting priority in the Crown's work program & develop DRAFT mandate strategy
May 2013	Crown confirm priorities for NTB on the 2013/14 work program
July 2013	NTB submit mandate strategy and Crown endorse it for implementation

Engagement with Te Iwi o Ngatiwai

Date	Event
March/April	Three Information Sharing Hui (Ngārotonga, Whangarei and Auckland)
13 April	DRAFT Mandate Strategy (v3) released for feedback (6 weeks total)
19 July	Revised Mandate Strategy (v6) submitted to OTS/TPK
24 July	OTS/TPK endorse strategy and call for submissions (3 weeks)
27 July	Public Notice of Mandate hui and Mandate Poll including notification of submission period (3 weeks closing at 5pm on 17 August)
17 Aug	Submissions close (although late submissions accepted)
24 Aug to 14 Sept	Manāte hui (Ngārotonga, Tauranga, Wellington, Matapouri, Rotorua, Hamilton, Auckland, Whangarei, Palmerston North and Brisbane)
14 Sept	Additional information hui in Sydney and Brisbane
14 Sept	Public Notice of extended voting period (8 weeks total)
21 Oct	IRO advised NTB of poll results
26 Oct	Public Notice of Declaration of Vote

Declaration of Result of Mandate Poll

I hereby declare the result of the Mandate Poll held on 13 October 2013.

RESOLUTION:
That the Ngātiwai Trust Board is mandated to represent Te Iwi o Ngātiwai in direct negotiations with the Crown for the comprehensive settlement of all the remaining historical Treaty claims of Ngātiwai, including registered and un-registered claims.

Option	Votes Received
YES/AE	636
NO/KAO (Blank votes 5)	131

2,735 voting papers were issued and 772 votes were cast, this being a 28.2% return. Of those who cast their vote, 82% were in favour of the Ngātiwai Trust Board's mandate proposal.

Dated at Auckland, 21 October 2013.
Dale O'Rourke, Returning Officer
Independent Election Services Ltd
for Ngātiwai Trust Board



Who is Te Iwi o Ngātiwai? Crown Claimant Definition?

The Ngātiwai Trust Board is seeking a mandate to represent the claims related to our:

1. Marae
2. Rohe/Area of interest
3. Founding Tupuna or ancestors
4. Hapu

Our Marae and Rohe

Our Founding Tupuna



- **Manaia II**
- **Te Rauotehuia**
- **Tahuhunuiorangi**
- **And other key tupuna**

(See full description in the mandate strategy page 11)

Our Hapu



Ngatiwai Hapu	
Ngāti Kuta	Te Kainga Kurī
Patu Keha	Ngāti Toki ki-te-moana
Te Kapotai	Te Patuharakeke
Ngāti Tautahi	Ngāti Takapari
Te Uri o Hikihiki	Ngāti Kororā
Te Aki Tai	Te Whānau ā Rangiwakaahu
Te Whānau Whero-mata-mamoe	

Changes to our Hapu



Current Ngatiwai Hapu	
Ngāti Kuta	Te Kainga Kurī (removed)
Patu Keha (removed)	Ngāti Toki ki-te-moana
Te Kapotai	Te Patuharakeke
Ngāti Tautahi	Ngāti Takapari
Te Uri o Hikihiki	Ngāti Kororā
Te Aki Tai	Te Whānau ā Rangiwakaahu
Te Whānau Whero-mata-mamoe	
Ngati Pare (current)	Te Waiariki (added)

Hapu and Key Tupuna



Hapu	Ngatiwai Tupuna
Ngāti Kuta/Ngare Raumati	Hurumaiterangi, Te Wairua
Patu Keha (removed)	N/A
Te Kapotai	Hoterene Tawatawa, Tamaroa
Ngāti Tautahi	Te Kauwhata
Te Uri o Hikihiki	Hikihiki I & Wairua
Te Aki Tai	Rongorongoitaua, Te Ruaki
Te Whānau Whero	Tamati Te Maru
Ngati Pare (current)	Pare

Hapu and Key Tupuna



Hapu	Ngatiwai Tupuna
Te Kainga Kurī (removed)	N/A
Ngāti Toki ki-te-moana	Rangitukiwaho II
Te Patuharakeke	Te Rangapu
Ngāti Takapari	Rangitukiwaho I
Ngāti Kororā	Te Mahanga
Te Whānau ā Rangiwakaahu	Rangiwakaahu Te Awa
Te Waiariki (added)	Te Kahuwhero

Crown settlement policy

- The Crown negotiates Treaty settlements with Large Natural Groups
 - The Minister for Treaty of Waitangi negotiations has recognised Ngatiwai as a Large Natural Group
- The Crown negotiates **comprehensive** Treaty settlements
 - This means **all** hapu and **WAI claims** are included in the mandate sought from Te Iwi o Ngatiwai
- **WAI Claims**
 - Historical Treaty claims are those arising out of Crown actions or omissions before 21 September 1991.
 - Contemporary claims relate to actions of the Crown that occurred after 21 September 1991 – separate process later

WAI Claims Included

WAI No.	Claim Title	Claimants
67	Orwa 1 B3	Jean Applehof & and Ors
156	Orwa Block (Whananāki)	Marie Tautari
244	Te Iwi o Ngātiwai historical claims	Uru Palmer/Ngātiwai Trust Board
262	Flora & Fauna	Seana Murray, Te Witi McMath & Ors
343	Otetao A Block	Wayne Peters
504	South Whangārei Land & Seabed	Tamihana Paki
511	Matapouri Bay Council sections	Chris Korohoke & Ors
745	Patuharakeke Hapū Lands & Resources	Luana Pirihī & Ors
1308	Pukekauri & Takahīwai	Grant Ngāwaka Pirihī & Ors
1384	Whāngaruru Lands	Elvis Reti & Ors
1392	Pukekauri 1A, 2A & 2B, Wīki Te Pirihī & ors	Ephie Pearly Pene

WAI Claims Included

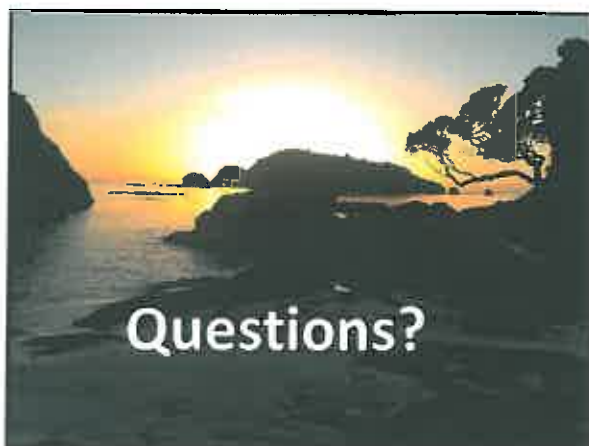
WAI No.	Claim Title	Claimants
1512	Descs of Wīki Pirihī & Raiha Te Kauwhata	Michael Leuluai
1528	Native Land Court: Te Kauwhata	Carmen Hetaraka
1529	Native Land Court: Hetaraka & Herewini	Toru Hetaraka
1530	Native Land Court: Hetaraka & Herewini	Te Rina Hetaraka
1539	Native Land Court: D Kereopa & S Pirihī	Te Aroha Going
1544	Ngātiwai Land Blocks	George Davies & Ors
1677	Orokawa 3B Perpetual lease	Hūhana Seve
1711	Te Whānau ā Rangihakaahu Hapū	Kris MacDonald, James Mackie & Ors
1712	Native Land Court: Tei te Hūatahi & Te Mawo	Manno Māhanga
1717	Native Land Court: Te Whānau Whero	Alan Moore & Takapari Waata
1719	ML Blocks: Hone & Erana Murphy	Henry Murphy

WAI Claims Included

WAI No.	Claim Title	Claimants
1723	Crown's Environmental Policies	John Paki (Rāmaviri)
1726	Paremata Mōkau A13 Block etc	Robin Paratene
1786	Actions of the Crown: Reweti whānau	Ike Reti, Gary Reti & Ors
1954	Native Land Court: Hāika & Te Kauwhata	Eta Hāika
1960	Rangarātanga Tamihana & Kaupēka	Kapoti Tamihana
1961	Native Land Court: Pita Tinua & ors	David Carpenter
195E	Partitioning land: Patu Harakeke & Ngātiwai	Juanita De Senna
1973	Native Land Court: Hone Pita & Marara Pita	Robert Carpenter
2022	Foreshore Seabed Motokokako Island	Edina Colston (Patuone Hoskins on behalf of the Ahuwhenua Trust and owners of Motokokako)
2248	Little Barrier Is Acquisition Act	Tamihana Paki

Supplementary Claims

WAI	Claim Title	Claimants
245	Hirekopi Mahi Māhanga Whānau	Hōori George, Moanaroa Muroa Pērera
620	Te Waiariki/Ngati Korora Hapu	Collin Malcolm & Ors
666	Nga Hapu o Whangarei (Inc. Ngati Toki)	Richard John Nathan & Ors (Removed)
137	Himi Tatarangi/Watene Tautari Whakapapa Whānau Trust	Timi Tahana Watene & Ors
1367	Ngau Kuri Ke Te Rewhina	Mathuware Te Nana Clendon & Ors
1411	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1412	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1413	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1414	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1415	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1416	Te Waiariki/Ngati Korora/Ngati Taka	Violet Sade & Ors
1464	Te Kapotai and Ngati Pare	Te Rihini Whao Reti & Ors
1513	Te Roopu Whakamana	Ebrabeni Kopa & Ors
1546	Te Kapotai	Edward Henry Cook



Ngātiwai Trust Board & Office of Treaty Settlements

Treaty Settlement Information Hui

Saturday 21 December 2013 9:30am

ATTACHMENT TWENTY NINE



Resolution of Trustees of The Ngatiwai Trust Board by Minute Book Entry on Friday 27 June 2014

Resolved

"That the Deed of Mandate (version 6 dated 19 June 2014) as attached to this minute be endorsed by the Board subject to any minor technical amendments, and submitted to Office of Treaty Settlements for formal approval by the Crown".

Haydn Edmonds (Chairman)

Handwritten signature of Haydn Edmonds, written in black ink over a dotted line.

Merepeka Henley (Deputy Chair)

Handwritten signature of Merepeka Henley, written in black ink over a dotted line.

Kathy Pita

Handwritten signature of Kathy Pita, written in black ink over a dotted line.

Gary Reti

Handwritten signature of Gary Reti, written in black ink over a dotted line.

Max Thompson

Handwritten signature of Max Thompson, written in black ink over a dotted line.

Henry Murphy OAKURA

Handwritten signature of Henry Murphy, written in black ink over a dotted line.

Isha Waetford

Handwritten signature of Isha Waetford, written in black ink over a dotted line.

Kris MacDonald

Handwritten signature of Kris MacDonald, written in black ink over a dotted line.

Michael Rundlett

Handwritten signature of Michael Rundlett, written in black ink over a dotted line.

Hori Puturangi Mahanga

Handwritten signature of Hori Puturangi Mahanga, written in black ink over a dotted line.

Grant Pirihi

Handwritten signature of Grant Pirihi, written in black ink over a dotted line.

Annette Baines

Handwritten signature of Annette Baines, written in black ink over a dotted line.

Andrea Munro

Handwritten signature of Andrea Munro, written in black ink over a dotted line.

Phillip Ngawaka

Handwritten signature of Phillip Ngawaka, written in black ink over a dotted line.