

Version 3.3

**TE TIRA WHAKAEMI O TE WAIROA**

**and**

**THE CROWN**

---

**TERMS OF NEGOTIATION**

---

**June 2012**

# TERMS OF NEGOTIATION BETWEEN TE TIRA WHAKAEMI O TE WAIROA AND THE CROWN

## 1. Parties to these Terms of Negotiation

- 1.1. The parties to this document, known as the Terms of Negotiation, are the Crown, as defined in clause 8, and Te Tira Whakaemi o Te Wairoa on behalf of iwi and hapū of the Wairoa District (Wairoa iwi and hapū), as defined in clauses 5 and 6.

## 2. Purpose of these Terms of Negotiation

- 2.1. These Terms of Negotiation:
- 2.1.1. set out the scope, objectives, general procedures and “ground rules” for the formal discussions the parties will conduct in order to settle the Wairoa iwi and hapū Historical Claims (as defined in clause 7.1);
  - 2.1.2. record the intentions of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice; and
  - 2.1.3. are not legally binding and do not create a legal relationship. However, the parties acknowledge that each expects the other to comply with the terms set out in this document during negotiations.

## 3. Guiding Principles

- 3.1. The parties agree to the following guiding principles for the negotiation of Wairoa iwi and hapū Historical Claims:
- 3.1.1. Guiding Principles
    - (a) **Mana Motuhake:** he mana heke mai i ngā tīpuna tō mātau; he mana anō tō te Karauna - respect for the authority and autonomy of the parties and their individual roles and responsibilities.
    - (b) **Whanaungatanga:** he mana tō tēnā, tō tēnā – respect for the historical and current relationships which bind us collectively, including respect and recognition of our whakapapa, mandates and accountabilities.
    - (c) **Anga whakamua - kia puāwai, kia tutuki ngā wawata:** ‘he manako te koura e kore ai’ – be forward looking and seek to achieve results that benefit our people, recognising and accepting that this will require commitment and action.
    - (d) **Manaakitanga:** emphasise behaviour and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.

- (e) **Wairuatanga/Mauri:** acknowledging and understanding the existence of mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.
- (f) **Kaitiakitanga:** recognising the role of iwi and hapū as tangata whenua and as stewards and guardians of ngā taonga tuku iho, including the natural and physical environment and resources, te reo Māori/tikanga Māori/mātauranga Māori, and the health and well-being of people and communities.
- (g) **Kotahitanga:** recognising and enhancing a unity of purpose and direction where all are able and encouraged to contribute.

3.2. Te Tira Whakaemi o Te Wairoa confirm and the Crown acknowledges that the following tikanga shall guide Te Tira Whakaemi o Te Wairoa in its interpretation of the guiding principles in clause 3.1 above:

3.2.1. Tikanga Whakahāere

- (a) **te kawa o Te Wairoa:** recognising the customary philosophies and practices of the Wairoa iwi and hapū.
- (b) **Mana whenua:** recognising the role Wairoa iwi and hapū have as stewards and tangata whenua of those customary roles through whakapapa and maintenance of te ahi kā roa.
- (c) **kanohi e kitea:** the importance of engaging with Wairoa iwi and hapū.
- (d) **Kōrero Pono:** kia tika te kōrero, kua e huna – open, honest and transparent communication.

#### 4. Objectives of the Negotiations

4.1. The parties agree that the primary objective of the negotiations will be to negotiate in good faith a settlement of the Wairoa iwi and hapū Historical Claims that:

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

4.1.2. will not:

- (a) diminish or in any way affect any rights that Wairoa iwi and hapū have arising from Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, except to the extent that claims arising from those rights are settled; or
- (b) extinguish or limit any aboriginal or customary rights that Wairoa iwi and hapū may have;

- 4.1.3. recognises the nature, extent and injustice of breaches of the Crown's obligations to Wairoa iwi and hapū under Te Tiriti o Waitangi / The Treaty of Waitangi and its principles, and where appropriate, acknowledges the effect that these breaches have had on the economic, social, cultural and political well-being of Wairoa iwi and hapū;
  - 4.1.4. will provide a platform to assist Wairoa iwi and hapū to reconstitute their own tribal development capacity and capability. In addition, the Crown acknowledges that Wairoa iwi and hapū view the settlement as a means of enhancing their social, cultural, economic and political development;
  - 4.1.5. will enhance the on-going relationship between the parties (both in terms of Te Tiriti o Waitangi / The Treaty of Waitangi and otherwise);
  - 4.1.6. will restore the honour of the Crown; and
  - 4.1.7. demonstrates and records that both parties have acted honourably and reasonably in negotiating the settlement.
- 4.2. In addition, the Crown:
- 4.2.1. acknowledges that Te Tira Whakaemi o Te Wairoa view the settlement as a means of removing the sense of grievance and restoring faith and trust in the Crown to the Wairoa iwi and hapū ; and
  - 4.2.2. confirms that the settlement is not intended to affect any decision, proposal or report of Te Ohu Kaimoana either under the Māori Fisheries Act 2004 or in respect of the "fisheries" deed dated 23 September 1992.

## **5. Definition of Te Tira Whakaemi o Te Wairoa**

- 5.1. Te Tira Whakaemi o Te Wairoa is the representative body mandated by Wairoa iwi and hapū (as defined in clause 6.1) comprising representatives of the following representative cluster groups (and associated iwi, hapū and marae):
- Rongomaiwahine/Ngāi Te Rākatō;
  - Ngāti Rākaipaaka;
  - Whakakī-Nui-a-Rua;
  - Ngāti Tamaterangi/Hinemanuhiri;
  - Te Wairoa Tapokorau; and
  - Wairoa-Waikaremoana Māori Trust Board.

## 6. Definition of Wairoa iwi and hapū

6.1. In these Terms of Negotiation the iwi and hapū of Te Wairoa:

6.1.1. Means the collective group composed of:

- (a) individuals descended from one or more of the iwi and hapū of Te Wairoa tūpuna referred to in paragraph 6.2 below;
- (b) individuals who are members of the groups referred to in paragraph 6.1.3 below.

6.1.2. Means every individual referred to in paragraph 6.1.1(a) and

6.1.3. Includes (but not limited to) the following:

- (a) Rongomaiwahine/Ngāi Te Rākatō (including Ngāi Tu, Ngāi Takato, Ngāi Tawera Ngāti Hikairo, Ngāti Ruawharo and Ngāti Tama);
- (b) Ngāti Rākaipaaka (including Ngāti Rangi, Ngāi Te Rehu, Ngāi Tamakahu and Ngāti Kauaha);
- (c) Ngāi Tamaterangi (including Ngāti Mākoro, Ngāi Pupuni Ngāti Pareroa, Ngāti Makoro, Ngāti Pupuni, Ngāti Pareroa, Ngāti Poa and Ngāti Hinetu);
- (d) Whakakī Nui-a-Rua including Ngāti Hine Te Pairu, Ngāti Hine-Pua, Ngāi Te Ipu Matawhaiti, Ngāti Tarita and Ngāti Iwikatea;
- (e) Ngāti Hingānga (also known as Te Aitanga a Pourangahua);
- (f) Ngāti Hinehika (also known as Ngāti Kōhatu); and
- (g) Ngāti Kurupakiaka, Ngāti Matua, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāti Peehi, Ngāi Tānemitirangi, Ngāti Hinemihi, Ngāti Kāhu, Ngāti Mihi, Ngāti Hinepehinga, Ngāi Te Kapuamātoru, Ngāi Te Apatu (and Ngāti Moewhare) and Ngāti Mātangirau.

6.1.4. any whanau, hapū or other group composed of individuals referred to in 6.1 above.

6.2. In this deed iwi and hapū of Te Wairoa tūpuna means an individual who:

6.2.1. Exercised customary rights by virtue of being descended from:

- (a) Rongomaiwahine, Te Rākatō rātau ko Meke ko Hinutōtoka ko Ngete (for Rongomaiwahine/Ngāi Te Rākatō); or
- (b) Rākaipaaka (for Ngāti Rākaipaaka);

- (c) Hinemanuhiri rātau ko āna tamariki ko Tamaterangi ko Mākoro ko Pupuni ko Pareroa (for Ngāi Tamaterangi);
  - (d) Marokore rātau ko Hine-Tapairu ko Te Ipu ko Te Matuahanga (for Ngāti Hine, Ngāti Hine-Pua, Ngāi Te Ipu and Mātawhaiti (Whakakī Nui-a-Rua collective);
  - (e) Hingānga (for Ngāti Hingānga (also known as Te Aitanga a Pourangahua);
  - (f) Hinekōrako (for Ngāti Hinehika (also known as Ngāti Kōhatu)); and
  - (g) A recognised ancestor of here Ngāti Kurupakiaka, Ngāti Matua, Ngāti Tiakiwai, Ngāti Momokore, Ngāti Waiaha, Ngāti Peehi, Ngāi Tānemitirangi, Ngāti Hinemihi, Ngāti Kāhu, Ngāti Mihi, Ngāti Hinepehinga, , Ngāi Te Apatu (and Ngāti Moewhare) and Ngāti Mātangirau; and
  - (h) Hinetunge (for Ngāi Te Kapuamātotoru).
- 6.2.2. Exercised customary rights by virtue of being descended from Tūpuna (for hapū) and any of the iwi and hapū of Te Wairoa tūpuna referred to in paragraph 6.2.1 above; and
- 6.2.3. Exercised customary rights predominantly in relation to the area of interest after 6 February 1840.
- 6.3. For the purposes of clauses 6.1 and 6.2:
- 6.3.1. a person is descended from another person if the person is descended from the other person by birth or legal adoption.
  - 6.3.2. Customary rights means rights according to tikanga Māori (Māori customary law, values and practices) including rights:
  - 6.3.3. to occupy land; and
  - 6.3.4. in relation to the use of land or other natural or physical resources.
- 6.4. The detail of the definition of Wairoa iwi and hapū will be notified and may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

6.5. Map of Area of Interest:



7. **Wairoa iwi and hapū Historical Claims**

7.1. In these Terms of Negotiation the iwi and hapū of Te Wairoa claims:

7.1.1. means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by any claimant Wairoa iwi or hapū or any person or group representing Wairoa iwi and hapū that:

- (a) are, or are founded on, rights arising from Te Tiriti o Waitangi / The Treaty of Waitangi or its principles; legislation; common law (including customary law and aboriginal title); a fiduciary duty; or otherwise; and
- (b) arise from or relate to acts or omissions before 21 September 1992:
  - i. by or on behalf of the Crown; or
  - ii. or under legislation; and

7.1.2. includes every claim to the Waitangi Tribunal to which clause 7.1.1 applies, including: 59, 101, 103, 190, 192, 201, 239, 278, 300, 301, 404, 425, 427, 481, 506, 519, 542, 621, 653, 687, 716, 852, 964, 983, 984, 1048, 1251, 1256, 1257, 1258, 1330, 1339, 1367, 1368, 1424, 1436, 1511, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1642,

1643, 1645, 1685, 1693, 1831, 1947, 2079, 2146, 2161, 2172, 2189, 2213, 2219, 2222, 2234 and 2297.

7.1.3. The parties acknowledge that the definition of Wairoa iwi and hapū historical claims includes those historical claims of Ngāi Te Kapuamātoru only to the extent that those historical claims relate to rights arising as a result of being descended from Hinetunge.

7.1.4. Does not include:

(a) A claim that a member of the iwi and hapū of Te Wairoa, or a whanau, hapū or group referred to in clause 6.1, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a iwi and hapū of Te Wairoa tūpuna; or

(b) A claim that a representative entity for the iwi and hapū of Te Wairoa may have to the extent that claim is, or is based on, a claim referred to in clause 7.1.4(a);

(c) Any claim based on descent from tūpuna to the extent that the claim is made by an individual, whanau, hapū or group descended from a tūpuna other than a tūpuna referred to in clause 6.2.

## **8. Definition of the Crown**

### **8.1 The Crown:**

8.1.1. means the Sovereign in right of New Zealand; and

8.1.2. includes all Ministers of the Crown and all government departments; but

8.1.3. does not include:

(a) an Office of Parliament;

(b) a Crown entity; or

(c) a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

## **9. Mandate to Negotiate**

9.1. Te Tira Whakaemi o Te Wairoa's Deed of Mandate to represent Wairoa iwi and hapū in negotiations with the Crown for the settlement of Historical Claims is attached at Appendix 1. The Crown's letter recognising Te Tira Whakaemi o Te Wairoa's Deed of Mandate to represent Wairoa iwi and hapū is attached as Appendix 2.



- 9.2. If representation issues arise during negotiations that cannot be resolved by agreement within Wairoa iwi and hapū, the Crown will discuss with Te Tira Whakaemi o Te Wairoa a process to address those issues.
- 9.3. Te Tira Whakaemi o Te Wairoa agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to advise Te Tira Whakaemi o Te Wairoa of any correspondence it receives about the mandate of Te Tira Whakaemi o Te Wairoa.
- 9.4. Te Tira Whakaemi o Te Wairoa's role is to agree on the process of negotiation and allow for the constituent iwi and hapū to represent their distinct interests and claims to the Crown on behalf of the beneficiaries of the respective iwi and hapū claimant communities.

## **10. Subject Matter for Negotiation**

- 10.1. The parties will together agree upon subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed upon.
- 10.2. The list of subject matters to be explored in negotiations will include the following categories of redress:
  - 10.2.1. Crown Apology and Acknowledgements;
  - 10.2.2. Cultural redress;
  - 10.2.3. Financial and Commercial redress
- 10.3. The Crown will hold an Initial Beneficial Interest of 50% in Wharerata Forest Limited, which can be transferred in accordance with the terms of the Shareholders Agreement and Trust Deed (as included in the Ngai Tamanuhiri Deed of Settlement) to other Wharerata claimants within the Crown Initial Period. In this clause:
  - Initial Beneficial Interest: is defined in the Shareholders Agreement and Trust Deed attached to the Ngai Tamanuhiri Deed of Settlement.
  - Other Wharerata claimants: means Ngati Rakaipaaka, Ngai Te Rakato and any other claimants with well founded historical Treaty claims to the Whareata Forest, as may be determined by the Waitangi Tribunal under the Treaty of Waitangi Act 1975; and includes any representative of the other Wharerata claimants or any part of the other Wharerata claimants.
  - Crown Initial Period means: the period of 8 years beginning on the Ngai Tamanuhiri settlement date.
- 10.4. In addition, the Ngai Tamanuhiri Deed of Settlement provides Ngai Tamanuhiri the right to purchase a parcel of land (legal description SO 8542) adjoining Wharerata Forest as a deferred selection property, if notice is given two years after the Ngai Tamanuhiri settlement date. Any notice must contain evidence

satisfactory that the other Wharerata claimants agree to the nominated entity taking title to the property.

10.5. Te Tira Whakaemi o Te Wairoa wishes to include the following items as subject matters to be negotiated:

10.5.1. Land: agree a process for identifying possible redress mechanisms in relation to Crown properties of particular interest to Wairoa iwi and hapū as identified by Te Tira Whakaemi o Te Wairoa;

10.5.2. Forests: explore cultural redress options in respect of forests within the area of interest.

10.5.3. Waterways: explore cultural redress mechanisms that recognise Wairoa iwi and hapū's interests in the waterways within the area of interest;

10.5.4. Socioeconomic impact issues: explore ways in which to reflect the impact that social policy has had on Wairoa iwi and hapū; and

10.5.5. Local and Territorial Authorities: explore ways in which to facilitate the relationship between Wairoa iwi and hapū and local and territorial authorities in the Wairoa District;

10.6. The Crown acknowledges that Te Tira Whakaemi o Te Wairoa has expressed an interest in commencing joint Treaty settlement and marine and coastal area negotiations. The Crown will consider this request once it has finalised its approach to engaging with applicant groups under the Marine and Coastal Area (Takutai Moana) Act 2011.

10.7. The post-settlement governance arrangements to receive transferred redress on behalf of the Wairoa iwi and hapū are yet to be determined.

10.8. During the negotiations an opportunity will be provided for the cluster groups to meet individually with the Crown to address distinct issues and to identify and discuss interests that they wish to have addressed in the settlement.

## **11. Process of Negotiations**

11.1. The parties agree that the general process of negotiations will include, but not necessarily be limited to:

### Agreement in Principle

11.1.1. the signing of an Agreement in Principle which will outline the scope and nature, in principle, of the settlement redress which will be recorded in the Deed of Settlement;

### Initialled Deed of Settlement

- 11.1.2. the initialling of a Deed of Settlement by the parties. The Deed of Settlement will set out the terms and conditions of the settlement of the historical claims of Wairoa iwi and hapū;

### Governance Entity

- 11.1.3. the approval by the Crown, of a governance entity to represent Wairoa iwi and hapū and to receive and manage the settlement redress;

### Ratification

- 11.1.4. the presentation by Te Tira Whakaemi o Te Wairoa of the initialled Deed of Settlement to Wairoa iwi and hapū for ratification in a manner to be agreed by the parties. An approved governance entity structure will also be presented to Wairoa iwi and hapū for ratification in a manner to be agreed by the parties;

### Deed of Settlement Signed if Ratified

- 11.1.5. if the Deed of Settlement is ratified, Te Tira Whakaemi o Te Wairoa will sign the Deed of Settlement on behalf of Wairoa iwi and hapū and a Crown representative will sign on behalf of the Crown;

### Governance Entity Establishment

- 11.1.6. the establishment of the approved governance entity. This will only occur if Wairoa iwi and hapū ratify the governance entity to represent Wairoa iwi and hapū and to receive and manage the settlement redress; and

### Settlement Legislation

- 11.1.7. the passage of settlement legislation. The settlement of the historical claims of Wairoa iwi and hapū will come into effect once the settlement legislation receives the Royal Assent.

## **12. What the Settlement of the Historical Claims of Wairoa iwi and hapū will enable**

- 12.1. The parties agree that the settlement of all historical claims of Wairoa iwi and hapū will enable the:

- 12.1.1. final settlement of all historical claims of Wairoa iwi and hapū and the release and discharge of all of the Crown's obligations and liabilities in respect of those claims;
- 12.1.2. discontinuance of the Office of Treaty Settlements landbank arrangement for the protection of potential settlement properties for the benefit of Wairoa iwi and hapū;

- 12.1.3. removal, for the benefit of Wairoa iwi and hapū of any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 and for statutory protection for claims against the Crown to be removed;
- 12.1.4. removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the historical claims of Wairoa iwi and hapū, the Deed of Settlement, the redress provided or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and
- 12.1.5. discontinuance of any legal proceedings or proceedings before the Waitangi Tribunal in relation to the historical claims of Wairoa iwi and hapū.

### **13. Communication**

- 13.1 The parties will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentiality regarding third parties.
- 13.2 The Office of Treaty Settlements (OTS) will advise Te Tira Whakaemi o Te Wairoa of all relevant documentation received by the Crown by way of a register of correspondence. OTS will forward to Te Tira Whakaemi o Te Wairoa any correspondence as requested by them subject only to the need for confidentiality regarding third parties and other relevant provisions of the Official Information Act 1982.

### **14. Overlapping Claims**

- 14.1. The parties agree that overlapping claim issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to Te Tira Whakaemi o Te Wairoa as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.
- 14.2. Te Tira Whakaemi o Te Wairoa will discuss the interests of the Wairoa iwi and hapū with overlapping claimant groups at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interests can be addressed.
- 14.3. The Crown may assist Te Tira Whakaemi o Te Wairoa as it considers appropriate and will carry out its own consultation with overlapping claimant groups.

## **15. Overlapping Negotiations**

- 15.1. Where the Crown is engaged in negotiations for the settlement of historic claims with claimant groups whose rohe includes part of the Wairoa iwi and hapū area of interest, the Crown will regularly update Te Tira Whakaemi o Te Wairoa on the progress of those negotiations (without disclosing any confidential information).
- 15.2. Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets, or other settlement redress, in which Te Tira Whakaemi o Te Wairoa has also expressed an interest then the Crown, prior to offering the particular redress item or asset for inclusion in a settlement, will:
  - (a) notify Te Tira Whakaemi o Te Wairoa of the shared interest; and
  - (b) facilitate a discussion between the relevant mandated representatives in order to resolve, at an early stage, any potential conflicts between claimant groups regarding the potential redress.

## **16. Not Bound until Deed of Settlement**

- 16.1. The parties acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until embodied in a signed Deed of Settlement and settlement legislation.

## **17. Governance Structure for Settlement Assets**

- 17.1. The parties agree that, before settlement legislation can be introduced, appropriate legal governance arrangements will need to be in place that:
  - 17.1.1. have been ratified by Wairoa iwi and hapū (in a manner to be agreed by both parties);
  - 17.1.2. are in a form that both parties agree adequately represents Wairoa iwi and hapū;
  - 17.1.3. have transparent decision making processes; and
  - 17.1.4. are accountable to Wairoa iwi and hapū.

## **18. Claimant Funding**

- 18.1. The parties acknowledge that the Crown will make a contribution to the negotiation costs of Wairoa iwi and hapū. This contribution will be paid in instalments for the achievement of specified milestones in the negotiation process.
- 18.2. Te Tira Whakaemi o Te Wairoa will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each instalment of

claimant funding is approved, Te Tira Whakaemi o Te Wairoa will provide the Crown with invoices that demonstrate that the previous instalment of claimant funding was applied to negotiation expenses.

- 18.3. Te Tira Whakaemi o Te Wairoa will also provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, certifying that the funding has been spent on the negotiations.

## **19. Waiver of Other Avenues of Redress**

- 19.1. During these negotiations, Te Tira Whakaemi o Te Wairoa and Wairoa iwi and hapū registered claimants agree neither to initiate nor to pursue any legal proceedings relating to the subject matter of the negotiations.

## **20. Procedural Matters**

- 20.1. The parties agree that:

20.1.1. negotiations will be on a “without prejudice” basis and will be conducted in good faith and in a spirit of open co-operation;

20.1.2. negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;

20.1.3. either party may withdraw from negotiations if the negotiations become untenable;

20.1.4. consistent with the obligations of good faith negotiations, if the Office of Treaty Settlements becomes aware of proposed changes in the legal control, or ownership of, or the granting of long term interests in, Crown-owned land within the Wairoa District area of interest, the Office of Treaty Settlements will communicate these changes to Te Tira Whakaemi o Te Wairoa as soon as possible after being advised of them by the relevant Crown agency;

20.1.5. early in the negotiation process both parties will discuss Wairoa iwi and hapū’s redress interests and the Crown’s policies in respect of those interests. As a first step towards this discussion, the Crown will provide information on all Crown assets the Wairoa District area of interest;

20.1.6. media statements concerning the negotiations will only be made when mutually agreed by both parties;

20.1.7. the location of meetings will be suitable and convenient to both parties; and

20.1.8. the Crown and Te Tira Whakaemi o Te Wairoa recognise the importance of using Te Reo Māori in the negotiations, where

appropriate. Te Tira Whakaemi o Te Wairoa will provide the Crown with adequate notice should a translator be required.

**21. Amendments**

21.1. The parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time and agree that all amendments must be approved by both parties and recorded in writing.

Signed this 12<sup>th</sup> day of June 2012

**For and on behalf of the Crown:**

*Christopher Finlayson*

Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations

*J. J. L. O'...*  
Te Tira Whakaemi  
o Te Wairoa.

**For and on behalf of Te Tira Whakaemi o Te Wairoa (signed by all representatives)**

*Abinaka Te Rito West*

*J. K. Ranganui*  
*Mora Whanga Rikupara*

*Jemini A. Smith*

*Imanaka Welta Wera*      *Whakahi mui-a Rua*

*Whakahi mui-a Rua*

*Deborah*      "      "      "      "

*Gabrielle Ruth Mear*

*Adam Mear*  
*Ona Mear*

*Te ariki Mear*

*Davean Wakerana Meari Trust Board*

*[Signature]*

*Moshau Smith Ngai Tawira Iwi*

*Christine Smith Ngai Tawira Iwi*

*Wikitoria Hawaki, Ngati Maehare, & others.*

*PETER MIHIGERE, NGATI KOROPU*      *[Signature]*

**THE FOLLOWING SIGNATORIES BEAR WITNESS TO THE SIGNING OF THE  
TERMS OF NEGOTIATION BETWEEN THE CROWN AND TE TIRA WHAKAEMI O TE WAIROA  
AT TAKITIMU MARAE, WAIROA, ON SATURDAY, 30 JUNE 2012.**

NAME (Please Print)	SIGNATURE
Kathleen Theresa Turg	K. T. J.
George Paki Suty	G. P. Suty
Joseph Pratt Hamlin	J. P. Hamlin
Kunipi Hamlin	K. Hamlin
Hineraangi Marie Tuahine	M. Tuahine
Puneringa Lena Robinson	L. Robinson
Johnnie Eva Robinson	J. Robinson
J. Robinson	J. Robinson
Beverly F M Hawbaki	B. Hawbaki
Wi Rahim Tamati	W. Tamati
Irina M. Kani	I. Kani
IRENE RUTH TAUMATA	I. R. Taumata
Ritchie Blake	R. Blake
Juliana Dawson	J. Dawson
Roderick Whare Paul	R. Paul
Jawell D. Marshall	J. Marshall
Wairuan Alice	A. Wairuan
Bessie J. Johnson	B. Johnson
Kuma J. Waitai Brown	K. Brown
Reremoana Ihata	R. Ihata



Name  
Marae Tina Omond Christie  
Egles Daina Foster

Signature  
[Signature]  
[Signature]

KAHUNGUNU TUHIMATA  
DUDLEY SMITH

PALMER  
[Signature]  
[Signature]

Roslyn TeAMO  
Rumatiki Terere  
Nancy MACGREGOR  
Noeline Terere  
Errol Mihaere

[Signature]  
[Signature]  
[Signature]  
[Signature]

Sonny Te Hapuku Cooper (Jnr)

Raneri Porter

[Signature]  
Porter

Pave Will

[Signature]  
Will

Airle Rose  
Dion Campbell  
MR. J. M. Kaimoore

[Signature]  
Rose  
Dion Campbell

A. Kaimoore  
D. KAIMOANA  
V. Kaimoore  
J. Kaimoore

Herb...  
R. Gai

Ronald...  
Lina...  
Moana...  
Te Paea Campbell

Te Paea Campbell

Name

Signature

Tammy Gemell

Dickie, Nety Edwards

Pimp Scheher Taka

Warneri Smitt

Josephine Palmer

Annie Thompson

Koti Sam Thompson

David Gemell

Elizabeth Palmer.

DM Edwards

Taka

W Smitt

J Palmer

A Thompson

K S Thompson

Palmer.