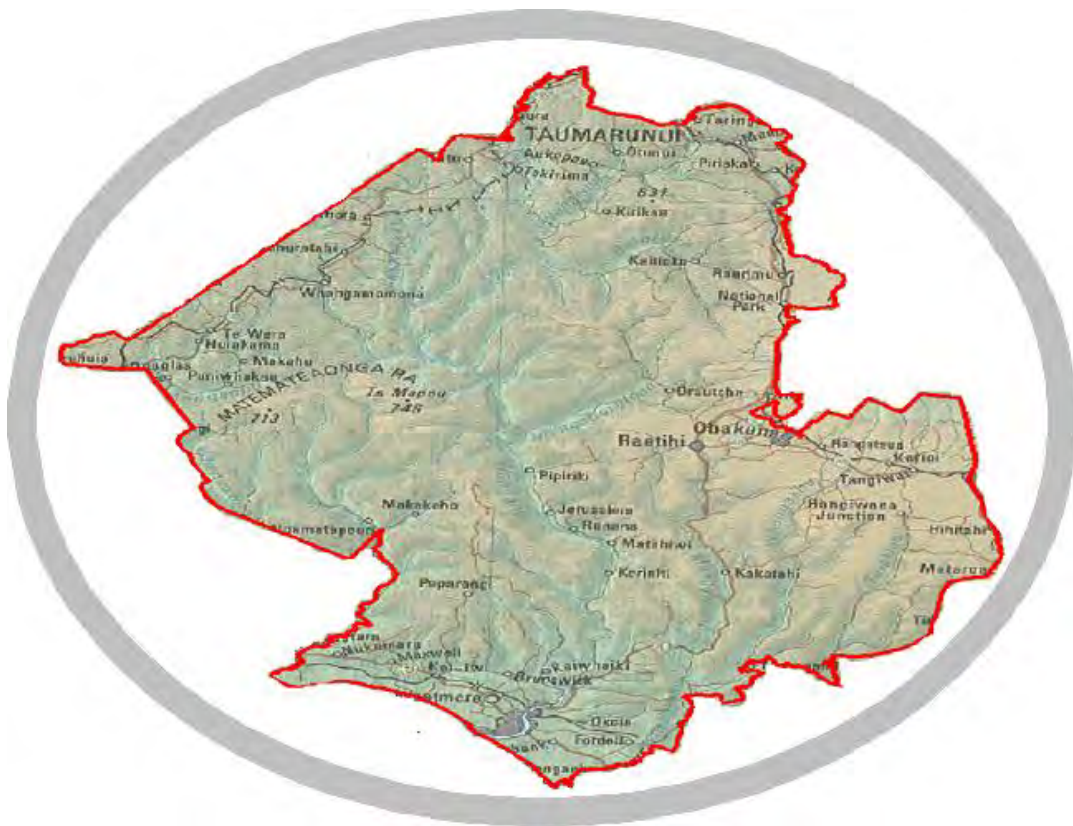


Whanganui Land Settlement Large Natural Group (LNG) Draft Mandate Strategy



“Toitu te Mana, Toitu te Whenua, Toitu te Kupu”

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1. Overview

- 1.1. Whanganui Land Settlement Group (**WLS Group**) proposes the establishment of a new entity, The Whanganui Lands Settlement Negotiation Trust (**WLS Negotiation Trust**), to seek the mandate to negotiate the comprehensive settlement of all historical Treaty of Waitangi claims that relate to the Whanganui Land Settlement Large Natural Group (**LNG**).
- 1.2. WLS Group were originally known as the Comprehensive Whanganui Land Settlement Working Party (**WLSWP**) that were given the mandate at a Hui-a-Iwi held at Ngapuwaiwaha Marae, in Taumarunui on the 20th February 2011 where nga uri o Whanganui committed to establishing the WLSWP.
- 1.3. The WLSWP were the identified team who committed to the success of the collective venture, and endeavoured to work through any issues that may arise from time to time to achieve positive outcomes for the purpose as outlined by nga uri o Whanganui.
- 1.4. As an outcome of activities undertaken by the WLSWP and changes by various groups withdrawing from the WLSWP and wanting to lead their own negotiations WLSWP remained committed to the kaupapa that the iwi had directed and continued to work towards a collective venture.
- 1.5. As part of the collective venture a new working group was established between WLSWP, Ngati Rangī, Ngati Hāua and Uenuku which then became known as Whanganui District Collective.
- 1.6. A new Whanganui overarching strategy for treaty settlements was developed for the Whanganui rohe and presented at a Hui-a-Iwi in June 2013. It was agreed by the Whanganui Iwi that **Te Kaupapa Matua Tō Ngā Take Tiriti Mō Whanganui Nui Tōnu** (Whanganui Overarching Strategy for Settlement Process) be adopted and accepted. (refer **Appendix 1**)
- 1.7. In June 2013 **Te Kaupapa Matua Tō Ngā Take Tiriti Mō Whanganui Nui** was presented to Office of Treaty Settlements (**OTS**) as part of the strategy to move forward and a Whanganui Settlement Framework was developed.
- 1.8. The Whanganui Settlement Framework that was agreed to by both parties was that four (4) large natural groupings (LNGs) consisting of Ngati Hāua, Ngati Rangī, Uenuku and WLS be established under the korowai of **Te Kaupapa Matua Tō Ngā Take Tiriti Mō Whanganui Nui Tōnu**.

2. Vision

“Whanganui will be a positive and responsible tribal nation with the capability to act and live as a tribe that is vibrant, strong, robust and prosperous culturally, socially, environmentally and economically”.

3. Founding Principles

Wairuatanga	To encourage, maintain and promote spiritual identity and connection with our taonga, the spiritual existence, intertwined with the physical. It is expressed through the intimate connection of our people with the Maunga, Awa, Moana, Tupuna and Atua
Whakapapa	The definition of our Whanganui Iwi, Hapu and who we are – this is the bridge that links us to our land and Tupuna.
Whanaungatanga	The understanding of relationships of Whanganui Iwi/hapu that includes rights and responsibilities consistent with being part of a collective. It is the principle which binds our Whanganui Iwi/hapu, and affirms the value of collectiveness.
Kotahitanga	The principle of unity, of moving together as Whanganui Iwi with purpose and vision to advance our land claims for the mutual benefit for Whanganui Iwi/Hapu, and celebrating our Whanganui Iwi diversity
Rangatiratanga	To advance and promote Whanganui Iwi self-determination, an expression of the characteristics of people who show humility, leadership by example, generosity, diplomacy and knowledge throughout the land negotiations to benefit our Iwi and Hapu.
Manawhenua	The principle that connects Whanganui Iwi/Hapu to our land, reaffirming this by the right of whakapapa. It defines our turangawaewae and ukaipo, these places where we belong.
Manaakitanga	The principle of behaviour and attitude that encourages the upholding of our Whanganui Iwi tikanga, that acknowledges the mana of others, as expressed through sharing resources, ideas, expertise and having trust and respect for each other throughout the land negotiations.
Te Reo	Our language that embodies, encompasses, expresses and defines our kawa, tikanga, values and beliefs of our Whanganui Iwi world-view.
Kaitiakitanga	To provide a clean, safe and healthy environment by promoting the protection and restoration of our whole environment as Whanganui Iwi/Hapu.
Whakarauhiitanga	To ensure that all within Whanganui Iwi are open, accountable and transparent to each other’s Iwi/hapu as well as having excellent communication mechanisms that continually inform and update Whanganui Iwi/hapu during the land claims negotiations.

4. Claimant Definition

Ancestry

- 4.1. "The following tribal maxim defines the ancestral rootstock of the undersigned hapu/tupuna:

Ko Matua te Mana te pou tuarongo,
Ko Te Awa o Whanganui te pou mua,
Ko Ruatipua, ko Paerangi o Te Moungaroa nga maihi.
Nei ra Te Whare Kaho o Whanganui."

"Matua te mana is the back pillar,
Te Awa o Whanganui is the front pillar,
Ruatipua and Paerangi o Te Maungaroa are the side pillars,
Such is the genealogical architecture of the House of Whanganui!"

- 4.2. For the purpose of Treaty Settlements negotiations, Whanganui Land Settlement means the collective group of hapu/individuals who exercised tupuna/customary rights within the defined Whanganui Land Settlement Rohe by virtue of being descended from one or more of the tupuna listed:

- 4.2.1. Ruatipua
- 4.2.2. Paerangi;
- 4.2.3. Haunui a Paparangi;
- 4.2.4. Hinengakau;
- 4.2.5. Tamaupoko;
- 4.2.6. Tupoho; and
- 4.2.7. Te Awa Iti.

5. Iwi/Hapu/Marae

- 5.1. WLS Group has identified 14 Marae that relate to Whanganui Land Settlement rohe. WLS Group accept that some of these marae affiliate to neighbouring LNGs but wish to acknowledge their close whakapapa connections with these groups and their marae.

- 5.2. Whanganui Land Settlement includes every whanau, hapu or group to the extent that it is referred to above, including the following hapu that affiliate to the lower reaches

- **Ngāti** Kurawhatia (shared)
- **Ngāti** Hau (shared)
- Ngāti Haunui ā Paparangi
- **Ngāti Ruakā**
- Ngāti Hine Korako
- **Ngā** Poutama
- Ngāti Tanewai
- **Ngāti Pāmoana**
- **Ngāti** Hineoneone
- **Ngāti** Hinearō
- **Ngāti** Tuera
- **Ngāti** Tumango
- Te Awa **Iti** (including **Ngāti Hine, Ngāti Ruwai and Ngāti Waikarapu**)
- **Ngā** Paerangi

- **Ngāti** Hine o Te Rā
- **Ngāti** Tupoho
- **Ngāti** Patutokotoko (shared)
- Tamareheroto
- **Ngāti** Kauika

5.3. **The hapu listed above affiliate to the following marae:**

- Pipiriki (Paraweka)
- **Hiruhārama** (Patiarero)
- **Rānana (Ruakā)**
- Te Pou o Rongo
- Matahiwi (Ohotu)
- Koriniti (Otukopiri)
- **Ātene** (Kakata)
- Parikino
- Pungarehu
- **Ōtoko**
- Kaiwhaiki
- **Rākato**
- Te Ao Hou
- **Pūtiki**
- Taipake
- Kai Iwi
- Te Aroha

5.4. **WLS is also seeking a mandate to represent Patutokotoko insofar as it relates to the tūpuna listed in 4.2. The inclusion of Ngāti Patutokotoko in this deed does not exclude Ngāti Patutokotoko or any historical claims made on behalf of Ngāti Patutokotoko from being included in another large natural group's claimant definition to the extent that they are based on descent from tūpuna other than the tūpuna of WLS identified in 4.2.**

5.5. **We seek to recognise our relationship with our whanaunga of Ngā Wairiki, however, the Ngāti Apa (North Island) Claims Settlement Act 2010 have settled all the claims of Ngā Wairiki. We understand this was whether these claims were listed or unlisted in the respective legislations. While the WLS Negotiation Trusts are therefore unable to seek a mandate to represent Ngā Wairiki to negotiate their Treaty settlement claims, we acknowledge our relationships with our whanaunga. We will discuss with Ngāti Apa how we can appropriately refer to these relationships through the Treaty settlement process.**

6. Claims Definitions (Wai Claims)

- 6.1. The WLS Negotiation Trust seeks to negotiate and settle all the historical Treaty claims of WLS, whether registered with the Waitangi Tribunal or not, for Crown breaches of the Treaty of Waitangi that occurred prior to September 1992.
- 6.2. The Wai claims to be settled in full that relate to Whanganui nui tonu and Whanganui Inquiry District Wai 903 are as follows:

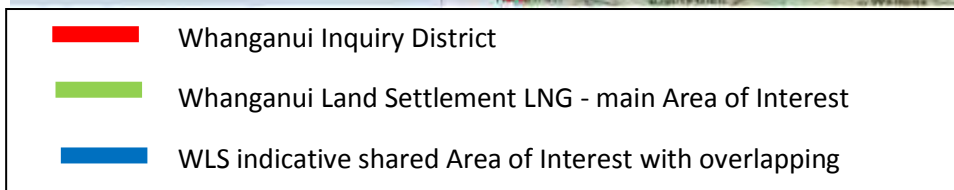
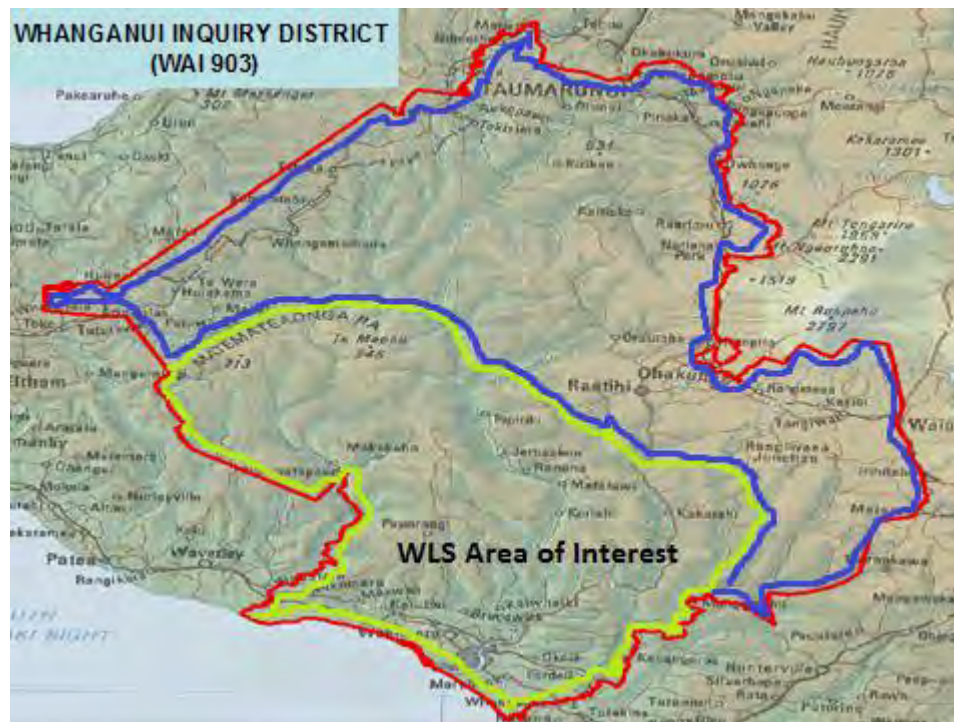
Wai No	Claimant Info
180	A claim made by Howard Brooks, Philip Repia, John Niko Maihi, Lois Gilbert on behalf of Ngāti Pamoana
214	A claim made by Te Kenehi Mair for an on behalf of Tupoho, Ngati Hinearō, Ngāti Tuera
584	A claim made by Te Kenehi Mair for an on behalf of Tupoho, Ngati Hinearō, Ngāti Tuera
634	A claim made by Te Aroha Anne Waitai and Raukura Waitai for and on behalf of Tamareheroto.
671	A claim made by Ken Mair for and on behalf of Whanganui
978	A claim made by Te Kenehi Mair for an on behalf of Tupoho, Ngati Hinearō, Ngati Tuera
979	A claim made by Rangiwahakatea Hough, Michael Bell and Te ahi kaa at Patiarero for and on behalf of Ngati Hau.
999	A claim made by John Tauri, Manukawhaki Taitoko Metekingi, James Takarangi, Mariana Waitai, and Huia Kirk for themselves and for the hapu of the lower reaches of the Whanganui River and Te Poho o Matapihi Trust.
1028	A claim made by Tracey Waitokia, Timothy Waitokia and Bill Ranginui on behalf of Ngati Hineoneone
1051	A claim made by Kenneth Clarke, Frances Merekānara Huwyler on behalf of the descendants of Nga Paerangi.
1105	A claim made by Rangimarie Kauika-Moses, Trevor Kauika, Des Canterbury on behalf of themselves and Ngāti Kauika
1107	A claim made by Te Korowai o Te Awa Iti, Pou Patea, Bernadine Patea, Gloria Ashford, Gayle McRitchie, Tanea Tangaroa, Erana Mohi on behalf of Ngāti Hine, Ngāti Ruawai and Ngāti Waikarapu.
1143	A claim made by Te Kenehi Mair for an on behalf of Tupoho, Ngāti Hinearō, Ngati Tuera
1254	A claim made by Haimona Te Iki Frank Rzoska on behalf of Nga Poutama Claims Committee and Matahiwi Marae Committee for and on behalf of themselves and the descendants of Nga Poutama.
1483	A claim made by Jenny Tamakehu and Heeni Jane Ranginui-Marks on behalf of themselves and Ngāti Tanewai.
1604	A claim made by George Potaka on behalf of the owners of Ohotu 6F1 and Ngāti Waikarapu.
1636	A claim made by Julian Bailey, Hoana Hipango, Wendy Mohhi, Hone Tamehana, Ngawai Tamehana on behalf of the Patapu whanau of Waipakura and Kukata.
2157	A claim made by Jenny Tamakehu and Jane Ranginui on behalf of the Whanau of Pokairangi and Heeni Ranginui.
2158	A claim made by Jenny Tamakehu, Marilyn Tamakehu on behalf of the Tamakehu Whanau.
2218	A claim made by Ira Tamehana, Eruera Waitai on behalf themselves and the Eruera Te Kahu Waitai Foundation.

- 6.3. The following Wai claims relate to Whanganui Land Settlement in part only. Only the parts of these claims that relate to Whanganui Land Settlement will be settled by the WLS Negotiation Trust. This will not extinguish the claims, and they will still be able to be included in other settlements as claims to be settled in part only.

Wai No	Claimant Info
48	A claim made by Te Aroha Ann Ruru Waitai and Kevin Amohia
167	A claim made by Hikaia Amohia, Archie Te Atawhai Tataroa, Ruamatiki Linda Henry, Kevin Amohia, Hoana Joan Akapita, Te Turi Julie Ranginui, Brendon Puketapu, Michael Potaka, John Maihi and Rangipo Metekingi.
428	A claim by the Chair and Committee of Management of Pipiriki Incorporated and other blocks on behalf of Ngāti Kurawhatia
759	A claim by Meterei Tinirau
1607	A claim made by Erina Rawinia Keepa Pucher, Adrian McMillian, Keepa Pucher, Don Edward Robinson and Bobby Gray.

7. Rohe/Area of Interest

7.1. The maps below outlines the area of interest. The area of interest is not exclusive. It is intended to be indicative only and will be refined through the mandate process.





8. Overlapping Claims/Iwi

- 8.1. Whanganui Land Settlement represents all of marae/hapu/claimant community listed in 5.2 and 5.3.
- 8.2. Iwi with neighbouring or overlapping interests and with who the WLS Group is in communication with include:
 - Nga Rauru
 - **Ngāti Maniapoto**
 - **Ngāti Tūwharetoa**
 - **Ngāti Haua**
 - Uenuku
 - **Ngāti Rangī**
 - Nga Wairiki/**Ngāti Apa**
- 8.3. WLS Group and the WLS Negotiation Trust will take responsibility for engagement and interaction with neighbouring groups regarding overlapping interests.

9. Previous engagement with the Crown

- 9.1. The WLS Group has not had any previous engagement with the Crown, however marae/hapu/claimant community that are now members of the WLS Group have had previous engagements with the crown these are as follows:

Southern Whanganui Cluster Claimants

- 9.2. On-account settlements for Whanganui Forest and Whanganui (Kaitoke) Prison

Whanganui Iwi – Tupoho/Tamaupoko

- 9.3. Whanganui River Settlement, Whanganui Courthouse.

10. Waitangi Tribunal

- 10.1. The Waitangi Tribunal has enquired into all claims included in the Whanganui District Inquiry (Wai 903), and therefore WLS Group propose establishing the WLS Negotiation Trust to seek the mandate for the Whanganui Land Settlement LNG as one of the four LNGs representing the claimants within the Whanganui rohe.
- 10.2. Wai 167 Whanganui River Claim has been inquired into and reported on and Wai 655 Nga Wairiki Claim has also been inquired into.
- 10.3. The Tribunal has completed hearings in this District Inquiry and has reported its findings in *He Whiritaunoka: The Whanganui Land Report*.

11. The Representative Body – The Whanganui Land Settlement Negotiation Trust

- 11.1. The WLS Group was established at a Hui-a-Iwi held at Nga Puwaiwaha Marae, Tamarunui on the 20th February 2011 where ngā uri o Whanganui committed to establishing a WLSWP.
- 11.2. The beneficiaries of the WLS Negotiation Trust are the entire Whanganui Land Settlement **marae/hapū**/claimant community as described in sections 5.2 and 5.3.
- 11.3. The claimant community associated with Whanganui Land Settlement are able to participate in the mandate process through various forums. This can be done through their marae/hapu forums or through WLS Group Hui as members.

- 11.4. The WLS Group proposes the establishment of the WLS Negotiation Trust to seek the mandate to negotiate the comprehensive settlement of all the historical Treaty of Waitangi claims of the Whanganui Land Settlement LNG.
- 11.5. A resolution will be presented at mandate hui seeking the establishment of the WLS Negotiation Trust as the mandated body to represent Whanganui Land Settlement.
- 11.6. If the resolution to establish the WLS Negotiation Trust is successful, the WLS Negotiation Trust will be established and the WLS Group will step back and allow the WLS Negotiation Trust to progress the mandate.

12. The Whanganui Land Settlement Negotiation Trust Structure

- 12.1. It is proposed that the WLS Negotiation Trust consist of seven (7) Trustees. (Refer **Appendix 2 – WLS Negotiation Trust Draft Trust Deed**).
- 12.2. Trustees are to be appointed by the Whanganui Land Settlement marae/hapū/claimant community listed at 5.2 and 5.3. The minimum term for a trustee is to be three years as per clause 9.1 of the Draft Trust Deed.
- 12.3. The following nominees have been endorsed as interim trustees by marae/hapū/claimant community listed at 5.2 and 5.3:
- Daryn Te Uamairangi;
 - Jenny Tamakehu;
 - Ken Mair;
 - Tracey Waitokia;
 - Erana Mohi;
 - Turama Hawira; and
 - George Matthews

Key Governing Documents

- 12.4. The WLS Negotiation Trust will be governed by the Draft Trust Deed attached at **Appendix 2**.
- 12.5. A number of WLS Negotiation Trust Policies will support the Draft Trust Deed. These are attached at **Appendix 4**.

Accountability

- 12.6. The WLS Negotiation Trust will meet bi-monthly. The WLS Group will meet monthly, or as required, until such a time when the WLS Group will no longer be required to progress the mandate.
- 12.7. Reports and briefing papers will be presented to the WLS Negotiation Trust for decision. Decisions will be made as per clause 10 of the Draft Trust Deed.
- 12.8. **WLS Negotiating Trust commits to three hui-ā-iwi per year, with the ability to have more hui-ā-iwi as the Trust sees fit.**
- 12.9. Where an issue is of significance, concern or directly affects our marae and/or environment, the WLS Negotiation Trust will forward decisions a hui-ā-iwi to advise the WLS Negotiation Trust of the appropriate course of action, where the WLS Negotiation Trust then adopts the decision.
- 12.10. For the purposes of progressing the mandate and settlement negotiations, WLS Negotiation Trust will report to the iwi at scheduled meetings and more frequently as required. This will be done via the following means: - Hui-ā-iwi (bi-monthly at a minimum during the mandate and negotiations process) - Hui-ā-Tau (AGM) - **Rūnanga** Hui (bi-monthly) - Email and social media - Newsletters – Iwi websites.

- 12.11. The mandate enables the WLS Negotiation Trust to negotiate an initialled Deed of Settlement with the Crown. The initialled Deed of Settlement will be presented to the Whanganui Land Settlement **marae/hapū**/claimant community for ratification and will only be signed by WLS Negotiation Trust and Crown after being ratified by the Whanganui Land Settlement **mare/hapū**/claimant community.
- 12.12. In addition to ratifying the settlement package, the Whanganui Land Settlement **marae/hapū**/claimant community will need to ratify the Post-Settlement Governance Entity (PSGE) to receive any redress negotiated by WLS Negotiation Trust.

Funding Management

- 12.13. Funding will be managed under the current financial policies and procedures of the WLS Group. These are attached at **Appendix 4**.
- 12.14. This includes completion of budgets, forecasts and financial monitoring, payment approval and recording etc.
- 12.15. The WLS Group and the WLS Negotiation Trust will also utilise the support and specialist expertise of an Accountant.
- 12.16. The WLS Group will ensure that Crown claimant funding will be held separately and that WLS will set up any further appropriate funding management mechanisms as required by OTS.

13. Tribal Register

- 13.1. The WLS Trust will utilise the Whanganui Iwi tribal register administered by Ngā Tāngata Tiaki o Whanganui Trust to develop a WLS register list that will be accessible to the WLS Negotiation Trust for future communications and participation by Whanganui Iwi.
- 13.2. Registration forms will be available from the Whanganui Land Settlement office and will be made available on the various Iwi Websites.
- 13.3. Registrations will be approved by the Whanganui Land Settlement appointed Whakapapa experts with the support of kaumātua advisors.

14. Negotiators

- 14.1. WLS Negotiation Trust in conjunction with an established negotiations subcommittee (appointed by the WLS Negotiation Trust) will appoint negotiators.
- 14.2. The negotiations sub-committee will develop a terms of reference for the negotiators for approval by the WLS Negotiation Trust.
- 14.3. The terms of reference will include criteria for the negotiators to ensure that skills, ability to engage with the Iwi and external expertise and reporting lines directly to the WLS Negotiation Trust are considered.
- 14.4. Up to three negotiators will be appointed with specialist advisors brought in as required.
- 14.5. Negotiators will be appointed subject to a contract with specified performance criteria and limited term, allowing for review and renewal at the discretion of the WLS Negotiating Trust.
- 14.6. Negotiators will be chosen for their knowledge and expertise in a wide range of areas, including but not limited to: knowledge of Whanganui history, Treaty claim processes, and relevant commercial expertise (particularly land and property investment). The key attribute of a negotiator will be the ability to negotiate clearly with the Crown and

communicate with the iwi, and in particular to have the trust and respect of the people of Whanganui.

- 14.7. Negotiators will be bound by the terms of negotiation (which are yet to be agreed). In addition, they will be required to comply with all reasonable requests made by WLS Negotiating Trust and/or the people of Whanganui.
- 14.8. WLS Negotiating Trust shall have the discretionary power to remove negotiators where appropriate
- 14.9. The negotiators will be authorised to undertake all aspects of settlement negotiations with the Crown, and will report back monthly to both the negotiations subcommittee and the WLS Negotiation Trust, and more regularly if required.

Accountabilities

- 14.10. Negotiators will be subject to regular review to ensure all contractual terms are met. WLS Negotiating Trust shall develop terms of reference which shall define the scope of negotiations.
- 14.11. Negotiators will be held accountable to WLS Negotiating Trust and will report to WLS Negotiating Trust on a regular basis.
- 14.12. Negotiators will report to the people of Whanganui by reporting their progress (subject to confidentiality requirements) at specifically called hui-ā-iwi, via email communication and on social media platforms as appropriate.

Scope

- 14.13. Generally speaking, negotiators will be authorised to negotiate, consider, and provide feedback on a proposed settlement package for WLS Negotiating Trust.

15. Mandating Hui Process

Mandate hui

- 15.1. The WLS Group are committed to providing a mandating process that will be transparent, open, vigorous, reasonable and informative.
- 15.2. The mandate hui will provide information to nga uri o Whanganui in regards to the proposed mandate for Whanganui Land Settlement including key points of the mandate strategy and the proposed WLS Negotiation Trust.

Location of Mandate hui

- 15.3. Mandate hui will be held based on the tribal register as described in section 13 of the draft mandate strategy and the figures regarding where uri are situated in Aotearoa:
 - 4 x hui within the Whanganui rohe
 - 1 x hui in Wellington
 - 1 x hui in Auckland
 - 1 x hui in Christchurch
 - 1 x hui in Taranaki
 - 1 x hui in Palmerston North

Notification

- 15.4. Advertising will commence 21 days prior to commencement date of the scheduled hui. These will be advertised using the following mediums.
- Iwi Websites
 - Iwi radio stations
 - Local and national newspapers
 - Social Media
 - Hapu/Whanganui Iwi/Rūnanga

- 15.5. **The pānui will** clearly state that the purpose of the mandate hui is for nga uri o Whanganui and members of Whanganui Land Settlement to receive information on the proposed mandate before voting on the mandate resolution.

Information provided in voting pack

- 15.6. Voting packs will be sent to all registered members of **Ngā Tāngata Tiaki o Whanganui** Trust. The information provided in the voting pack will be similar to the information provided at the mandate hui.

Mandate hui presentation

- 15.7. Information provided at mandate hui, which will be approved by the Crown, will cover the following matters:
- Purpose of Hui – the purpose is to spread information about the **WLS Group's** intention to obtain a Crown-recognised mandate for Whanganui Land Settlement.
 - Representation/structure – the structure of WLS Negotiation Trust to be explained to participants.
 - Treaty settlement process – an overview of the Treaty settlement process to be provided.
 - Claimant Definition and Claims Definition – the Claimant Definition will be provided with a list of claims to be settled.
 - Mandate voting process – the registration and voting process will be explained so Whanganui Land Settlement members are informed on how to participate in the process.

Record of Hui

- 15.8. Minutes and attendance registers will be taken at each Hui. We will ask attendees to list their Hapū/iwi and Marae affiliations.

Independent Observers

- 15.9. Independent observers will be invited to attend all mandate hui.

Independent Returning Officer

- 15.10. All votes will be submitted to and counted by an Independent Returning Officer.

16. Voting Process

- 16.1. All members of Whanganui Land Settlement aged 18 years and over, whether registered or not, will be eligible to vote. Each eligible voter will be required to vote on the resolution using their voting method of choice.
- 16.2. The vote will be administered by an independent elections company.
- 16.3. Whanganui Land Settlement members will be able to vote in four ways:
- Postal voting using prepaid return envelopes
 - Online voting using a unique identifier
 - Voting by using ballot boxes at mandate hui; and

- Via a special vote (see paragraph 20.6)

Resolutions

16.4. Whanganui Land Settlement members will be asked whether or not they accept the mandate proposal.

16.5. The resolution put to the vote will be:

"The Whanganui Land Settlement Negotiation Trust is mandated to represent Whanganui Land Settlement in negotiations with the Crown for the comprehensive settlement of all historical Treaty of Waitangi claims of Whanganui Land Settlement."

Postal Ballot and Electronic Voting

16.6. All eligible members of the Whanganui Land Settlement LNG are encouraged to register on the tribal register to be held by the WLS Negotiation Trust in order to be informed and participate fully in decision making. Whanganui Land Settlement members enrolled on the WLS Negotiation Trust members database will be sent by post and/or email (if an email address is provided) a voting pack containing mandate information and a covering letter at the beginning of the voting period. Voters will also be able to vote through other methods, with details given on the voting form. The information provided in the voting pack will be similar to the information provided at the mandate hui.

Vote Submitted at Mandate hui

16.7. If Whanganui Land Settlement members have not already submitted a vote through the other voting methods, eligible voters will be able to submit their votes at the mandate hui by casting their voting paper in the ballot box provided. At each mandate hui a secure ballot box will be provided for this purpose. Whanganui Land Settlement members will also be able to place a special vote at the hui.

Special Votes

16.8. Where someone has not registered before the start of the voting period and wishes to do so, they can contact the Independent Returning Officer to say that they want to vote in the mandate process. They will be sent a voting pack which will include a registration form and a special voting form. Alternatively, an allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui.

16.9. The special voting papers must be marked with a provisional number for the applicant for registration and this will be their voting identification number. These numbers should be easily distinguishable from the voting identification numbers for registered voters and a register of all special votes needs to be prepared.

16.10. The applicant must send their registration form together with the special voting form or vote as provided at the mandate hui.

16.11. Members of the claimant community who do not wish to register but wish to vote can contact the Independent Returning Officer, They will be sent a whakapapa verification form and a special voting form. Alternatively, an allocated person, under the supervision of the Independent Returning Officer, can provide these at the mandate hui. Special votes will not be counted unless a registration form or whakapapa verification and a special voting form has been received on or before the last day for receipt of voting papers. Special votes will be subject to verification that the voter is aged 18 years and over and fits within the claimant definition for Whanganui Land Settlement LNG. (Refer **Appendix 4**)

16.12. Verification will be carried out by the appointed WLS Whakapapa experts with the support of Kaumātua.

- 16.13. Voters must complete a special voting form if they:
- register on the WLS Negotiation Trust members database during the voting period but before the closing date of voting;
 - wish to vote but do not want to register with the WLS;
 - did not receive their voting pack in the mail; and,
 - do not have their voting paper they received in the mail but want to cast their vote at the mandate hui.
- 16.14. Each special vote will use a unique voting identifier that will reference the special registration of the individual according to age or late registration. Each special vote voting form will have the required registration form, fully completed and attached, if not already previously registered. An allocated person under the supervision of the independent returning officer will be present at each formal mandate hui to accept special votes and give instructions to Whanganui Lands Settlement members who wish to vote this way.

Replacement Papers

- 16.15. If any requests are received for replacement voting papers, the Independent Returning Officer will send out a new voting pack and record that they have done so on the voting register. Alternatively, an allocated person under the supervision of the Independent Returning Officer can provide replacement voting papers at the formal mandate hui. Ideally, the Independent Returning Officer, the allocated person or voter should write on the original paper that it is no longer valid as a replacement has been issued. In any event, the **replacement voting paper should be marked "replacement" just in case anyone tries to send in both papers**, in which case the Independent Returning Officer will know to only count the replacement.

Disputes Resolution

- 16.16. WLS Group have a Disputes Policy to ensure a clear and transparent dispute resolution process. This Disputes Policy has been incorporated into the WLS Negotiation Trust draft Trust Deed and is attached at **Appendix 4**.
- 16.17. WLS Group and WLS Negotiation Trust will provide clear processes to assist in disputes resolution as an essential part of their accountability to Whanganui Land Settlement claimant community.

17. Amendment or Withdrawal of Mandate from the mandated body

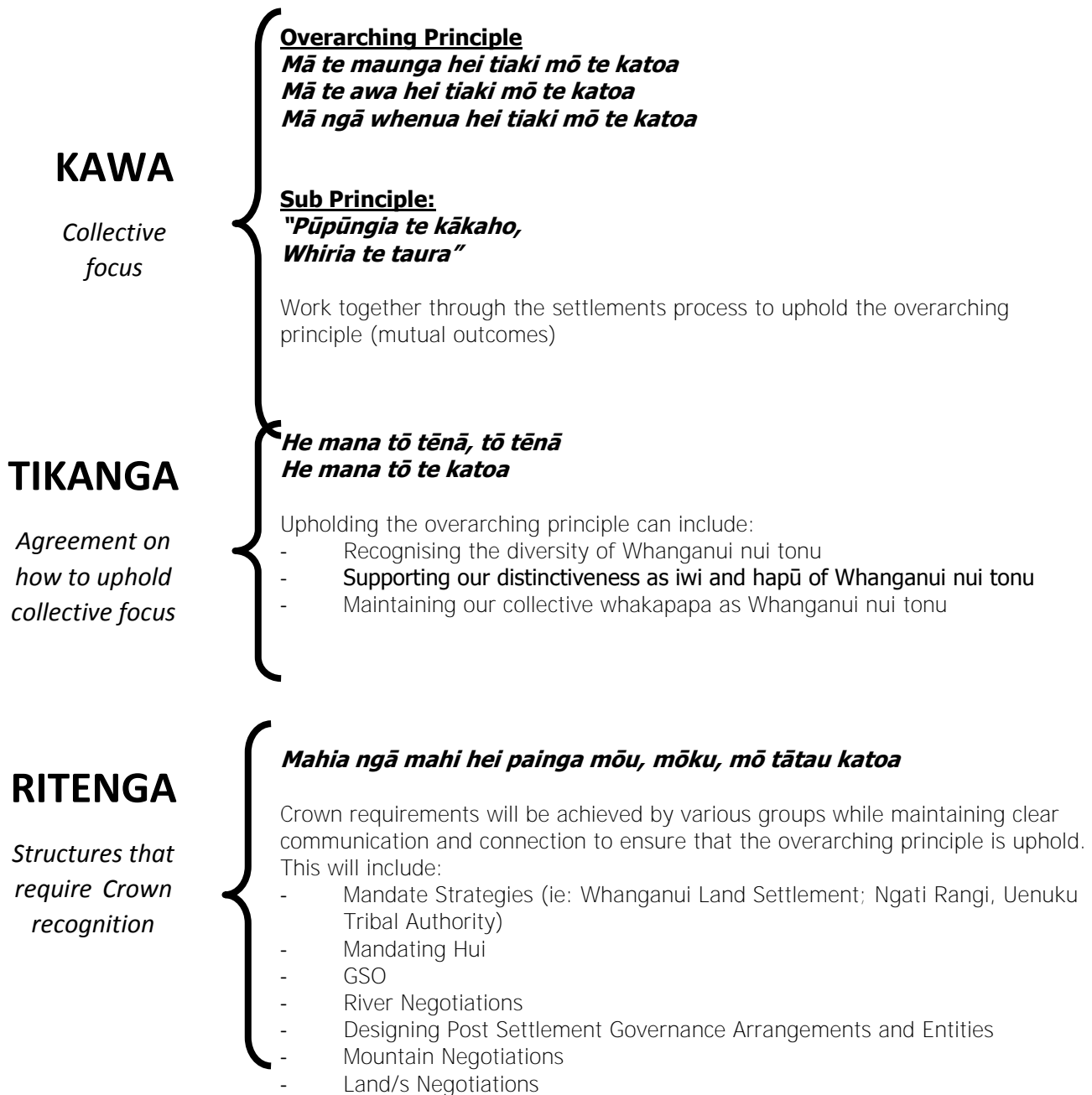
- 17.1. Any issues or concerns regarding WLS Negotiation Trust mandate, that propose the amendment or removal of WLS Negotiation Trust mandate, must first be addressed through the disputes resolution process outlined in *Schedule four* of the WLSNT Trust Deed.
- 17.2. If the above issues or concerns are not resolved through the disputes resolution process then a special meeting can be called to determine whether the mandate process, should be commenced to remove or amend WLS Negotiation Trust mandate.
- 17.3. A letter must be written by the claimant community representatives to the Chair of the WLS Negotiation Trust identifying the concerns and also seeking a meeting to discuss these matters;
- 17.4. The letter must be co-signed by at least 51% of adult members (aged 18 years and over) who voted on the mandate;
- 17.5. If the meeting between the claimant community representatives and the Chair of the WLS Negotiation Trust does not resolve the concerns, then the claimant community may organise a series of publicly notified Hui;

- 17.6. The publicly notified Hui should follow the same process that conferred the mandate:
- **With 21 days' notice in national and regional print media;**
 - Outlines the kaupapa of the notified Hui;
 - The background to the concerns;
 - The parties involved;
 - The resolution to put to the claimant community; and,
 - An independent observer is invited to observe and record proceedings.
- 17.7. Once the Hui have been completed and the outcome of the voting process determined then the mandated body should inform 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.
- 17.8. Should concerns be raised about the mandate within the claimant community, but which do not meet the criteria to automatically trigger mandate withdrawal or amendment, the WLS Negotiation Trust will make all reasonable efforts to try to address those concerns. The WLS Negotiation Trust will do so in accordance with the WLS Group Disputes Policy attached at **Appendix 4** and in consultation with Crown Officials.

Appendix 1

TE KAUPAPA MATUA TŌ NGĀ TAKE TIRITI MŌ WHANGANUI NUI TONU

Whanganui Overarching Strategy for Settlement Process:



Appendix 2

Whanganui Land Settlement Negotiation Trust

DRAFT

Dated:

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Schedule One: Beneficiaries

Schedule Two: Specific Powers of the Trustees

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Deed of Trust

Whanganui Land Settlement Negotiation Trust

Date:

1.0 Parties:

A. Whanganui Land Settlement Negotiation Trust (the Settlor)

B. The Trustees:

- (a) Daryn Te Umairangi;
- (b) Jenny Tamakehu;
- (c) Te Kenehi Robert Mair;
- (d) Tracey Marie Waitokia;
- (e) George Matthews; and
- (f) Turama Hawira.
- (g) Erana Mohi;

2.0 Definitions and Interpretation:

2.1 In this deed, the following terms have the following meanings:

- (a) **Beneficiaries** means all those individuals who whakapapa to the Tupuna, hapū and marae set out in Schedule One of this deed;
- (b) **Chairperson** means the chairperson of the Trustees elected or appointed in terms of clause 13.1;
- (c) **Charitable Purpose** has the same definition as set out in the Charities Act 2005;
- (d) **Crown** means the Sovereign in right in New Zealand;
- (e) **Date of Distribution** will be either the date which is 80 years less one day from the date of this deed, or such earlier date as the Trustees in their absolute discretion decide;
- (f) **Historical Claims** means historical Treaty of Waitangi claims whether registered or unregistered against the Crown that the Whanganui Land Settlement Negotiation Trust has sought to address for and on behalf of the Beneficiaries;
- (g) **Initial Trustees** means those persons whose names are set out in Schedule Three, and as the context may require, means all, some or any such Initial Trustees;
- (h) **Perpetuity Period** expires on the date which is 80 years from the date of this deed;
- (i) **Secretary** means the secretary appointed by the Trustees in accordance with clause 14.1;

- (j) **Settlement Period** means the period commencing on the date of this deed and expiring on the Date of Distribution;
- (k) **Settlor** means the settlor above named;
- (l) **Trust** means the Whanganui Land Settlement Negotiation Trust established by this deed;
- (m) **Trustees** means the persons who for the time being are trustees of the Trust whether Initial Trustees, or subsequently appointed, and means all, some or any such Trustees;
- (n) **Trust Fund** means any money now paid by the Settlor to the Trustees and all other property or money transferred or paid to the Trustees to be held upon the trusts declared in this deed and all assets from time to time representing the original money and property, and all income derived by the Trustees from the assets of the Trust Fund;
- (o) **Whanganui Interests** means those interests represented by the Whanganui Land Settlement Negotiation Trust;

2.2 Headings of clauses have been inserted for convenience and are not an aid to construction.

2.3 Schedules form part of the Trust deed.

2.4 Reference to any legislation includes reference to any subsequent amending or substitute legislation.

2.5 This deed takes effect from the date stated above.

3.0 **Background and Preliminary:**

3.1 The Trust considers that the Crown has, in a number of respects, breached the Treaty of Waitangi and its principles. The Trust wishes to negotiate with the Crown to settle Historical Claims relevant to those breaches.

3.2 The Crown wishes to negotiate with the Whanganui Land Settlement Negotiation Trust to settle the Historical Claims.

(a) Whanganui Land Settlement Groups;

3.3 The intention is for the Trust to negotiate with the Crown on behalf of the Beneficiaries to settle the Historical Claims either separately or as part of the Whanganui Land Settlement Groups.

3.4 The Settlor has paid \$1.00 to the Trustees to form part of the Trust Fund. It is anticipated that further money, property and investments may from time to time be paid or transferred to the Trust.

3.5 The Settlor and the Trustees have agreed to sign this deed for the purpose of declaring the trusts, powers, and conditions upon which the Trust Fund is held.

3.6 The Trustees are to hold the Trust Fund on the trusts and with the powers contained in this deed.

4.0 Vision and Founding Principles

4.1 The Trust will act with the overarching vision that Whanganui will be a positive and responsible tribal nation with the capability to act and live as an iwi that is vibrant, strong, robust and prosperous: culturally, socially, environmentally and economically.

4.2 The founding principles to guide the Trust through negotiation process include:

- (a) **Wairuatanga** – to encourage, maintain and promote spiritual identity and connection with our taonga, the spiritual existence, intertwined with the physical. It is expressed through the intimate connection of our people with the Maunga, Awa, Moana, Tūpuna and Atua;
- (b) **Whakapapa** – the definition of our Whanganui iwi, hapū and who we are – this is the bridge that links us to our land and tūpuna;
- (c) **Whanaungatanga** – the understanding of relationships of Whanganui iwi/hapū that includes rights and responsibilities consistent with being part of a collective. It is the principle which binds our Whanganui iwi/hapū, and affirms the value of collectiveness.
- (d) **Kotahitanga** – the principle of unity, of moving together as Whanganui iwi with purpose and vision to advance our land claims for the mutual benefit for Whanganui iwi/hapū, and celebrating our Whanganui iwi diversity;
- (e) **Rangatiratanga** – to advance and promote Whanganui iwi self-determination, an expression of the characteristics of people who show humility, leadership by example, generosity, diplomacy and knowledge throughout the land negotiations to benefit out iwi and hapū;
- (f) **Manawhenua** – the principle that connects Whanganui iwi/hapū to our land, reaffirming this by the right of whakapapa. It defines our turangawaewae and ukaipo, these places where we belong;
- (g) **Manaakitanga** – the principle of behaviour and attitude that encourages the upholding of our Whanganui iwi tikanga, that acknowledges the mana of others, as expressed through sharing resources, ideas, expertise and having trust and respect for each other throughout the land negotiations;
- (h) **Te Reo** – our language that embodies, encompasses, expresses and defines our kawa, tikanga, values and beliefs of our Whanganui iwi world-view;
- (i) **Kaitiakitanga** – to provide a clean, safe and healthy environment by promoting the protection and restoration of our whole environment as Whanganui iwi/hapū;
- (j) **Whakarauhiitanga** – to ensure that all within Whanganui iwi are open, accountable and transparent to each other's iwi/hapū as well as having excellent communication mechanisms that continually inform and update Whanganui iwi/hapū during the land claims negotiations.

- 4.3 **Te Kaupapa Matua Tō Ngā Take Tiriti Mō Whanganui Nui Tonu** - The Whanganui Overarching Strategy to guide the Trust through negotiating processes.
- (a) **Kawa – Collective Focus:** Mā te maunga hei tiaki mō te katoa, Mā te awa hei tiaki mō te katoa, Mā ngā whenua hei tiaki mō te katoa.
- (i) *Sub Principle* – Mutual Outcomes: Pūpūngia te kākaho, Whiria te taura - Work together through the settlements process to uphold the overarching principle.
- (b) **Tikanga - Agreement on how to uphold collective focus:** He mana tō tēnā, tō tēnā, He mana tō te katoa
- (i) Upholding the overarching principle can include:
- Recognising the diversity of Whanganui nui tonu
 - Supporting our distinctiveness as iwi and hapū of Whanganui nui tonu
 - Maintaining our collective whakapapa as Whanganui nui tonu
- (c) **Ritenga - Structures that require Crown recognition:** Mahia ngā mahi hei painga mōu, mōku, mō tātau katoa
- (i) Crown requirements will be achieved by various groups while maintaining clear communication and connection to ensure that the overarching principle is uphold.

5.0 Declaration of Trusts and Further Gifts:

5.1 The Settlor declares, and the Trustees jointly and severally acknowledge, that the Trustees hold the Trust Fund on the trusts and with the powers stated in this deed.

5.2 The Trustees have the power in their absolute discretion to accept gifts, bequests, legacies or other acquisitions of whatever nature whether conditional or otherwise for the carrying out of the purposes of the Trust and all such gifts, bequests, legacies or acquisitions will, when accepted, form part of the Trust Fund.

6.0 Name of Trust and Registered Office

6.1 Whanganui Land Settlement Negotiation Trust is the name by which the trust created by this deed will be known.

6.2 The registered office of the Trust will be such address as determined by the Trustees from time to time.

7.0 Objects of the Trust

7.1 The Trustees declare and acknowledge that the primary object of the Trust is to manage and progress the settlement of Historic Claims with the Crown on behalf of the Beneficiaries. The Trustees have all the powers and duties set out in this deed for the purposes of achieving the objects.

7.2 The Trustees will hold the Trust Fund upon trust to pay or apply in New Zealand the capital and income of the trust fund in such amounts, at such times and subject to such terms and conditions as the Trustees, in accordance with the terms of this deed, shall decide, exclusively for the purposes stated in this clause.

7.3 Subject to the object set out in clause 7.1 above, the objects of the Trust are to benefit the Beneficiaries by:

- (a) Dealing and negotiating directly with the Crown, including the Office of Treaty Settlements (“OTS”), for the settlement of all Historical Claims;
- (b) As necessary, engaging with the Waitangi Tribunal, the Crown Forestry Rental Trust (“CFRT”) and such other persons and organisations as will be relevant to successfully complete the object in clause 4.3(a);
- (c) Appointing negotiators, legal and financial advisors and any other specialist advisors or experts to assist with settlement negotiations and associated activities;
- (d) Applying for, receiving, managing and using funding from various entities, including but not limited to OTS and CFRT, to assist the Trust with settlement negotiations and associated activities;
- (e) Developing, either separately or as part of the Whanganui Iwi Collective, a specific roll of Beneficiaries to ensure all entitled Beneficiaries have the opportunity to register and benefit from any future settlement of Historical Claims;
- (f) Entering in to a deed of settlement, or deeds of settlement, with the Crown in respect of all Historical Claims which provides for redress for the Beneficiaries either exclusively or jointly as part of the Whanganui Iwi Collective
- (g) The Trust may do all other things incidental or conducive to attaining the Trust’s objects provided that the Trustees may not act outside the powers set out in clause 7.0 and in Schedule Two.

8.0 General Unrestricted Powers of the Trustees:

- 8.1 The intention of the Settlor is that the Trustees have and may in their discretion exercise the fullest possible powers in relation to the Trust Fund and that they may do everything they think desirable notwithstanding that it is something which they would not normally have power to do in the absence of an express power or an order of the Court.
- 8.2 The Trustees have the same powers in relation to the Trust Fund as they would have if they were the absolute owners beneficially entitled to it. Such powers will not be restricted by any principle of construction or rule of law except to the extent that such restriction is obligatory.
- 8.3 Without prejudice to the generality of the general powers already given to the Trustees and merely by way of example, the Settlor declares that included in those general powers are the specific powers set out in Schedule Two.
- 8.4 Notwithstanding the provisions of section 13C of the Trustee Act 1956 and the likelihood that the Trustees will, from time to time, include persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others, the care, diligence and skill to be exercised by the Trustees in exercising any power of investment is not that required of such persons by section 13C but must at all times be the care, diligence and skill that a prudent person in business would exercise in managing the affairs of others.

9.0 Appointment, Removal and Retirement of Trustees:

- 9.1 At any one time the minimum number of Trustees will be three.
- 9.2 The power to appoint new or additional Trustees is vested in the marae/hapū/claimant community listed at 5.2 and 5.3 of the draft mandate strategy. If the number of Trustees falls below the minimum number set out in clause 9.1, the remaining Trustees may act to appoint additional trustees to bring the number of Trustees to the minimum number.
- 9.3 Trustees shall be elected to the trust in accordance with the rules set out in Schedule Four.

- 9.4 The person or persons having power to appoint new trustees has or have also power to:
- (a) Appoint at any time an additional trustee of all or any part of the Trust Fund;
 - (b) Appoint at any time a separate set of trustees for any part of the Trust Fund held or to be held on trusts separate from those relating to any other part;
 - (c) Appoint any retiring or retired trustee or any other person at any time as an advisory trustee of the Trust Fund;
 - (d) Appoint himself/herself/themselves as trustee/trustees of the Trust Fund.
- 9.5 The Trustees have the power to recommend nga hapu/marae listed at 5.2 and 5.3 of the draft mandate strategy the removal of a Trustee by unanimous vote of the remaining Trustees (not including the Trustee in question) any Trustee or advisory trustee, however that it is understood that the final decision is that of the nga hapu/marae.
- 9.6 A Trustee must at all times be qualified to be an officer of a charitable entity in terms of section 16 of the Charities Act 2005.
- 9.7 A Trustee may retire by giving written notice signed as a deed to the other Trustees. The retirement will take effect when the notice has been received by the other Trustees. The consent of the other Trustees is not required to make the retirement valid and effective. This clause will have effect notwithstanding anything to the contrary in the Trustee Act 1956.
- 9.8 In the event of a Trustee ceasing to be a Trustee (for whatever reason) then that Trustee as a donor irrevocably appoints the other Trustee (or if there are more than two Trustees the other Trustees jointly) to be the donor's attorney to do everything necessary to transfer the assets of the Trust Fund into the names of the then trustees of the Trust but such appointment as attorney has no effect for any other purpose. Any person accepting the appointment as a Trustee of this deed will be bound by the provisions of this irrevocable power of attorney.

10.0 Voting of the Trustees

- 10.1 Except as otherwise provided in this deed and subject to the quorum requirements as to meetings, the Trustees must exercise their powers and discretions by a majority vote of the Trustees present.
- 10.2 Every resolution passed at any meeting must be entered in the minute book to be kept by the Secretary and must be signed by the Chairperson. The minutes signed by the Chairperson will be prima facie evidence of the decisions of the meeting concerned.
- 10.3 A resolution signed by all the Trustees will be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted. Such a document may consist of one or more documents in like form each signed by one or more Trustees. The Secretary must send a copy of any such resolution to all Trustees within 10 days following the passing of the resolution.

11.0 Meetings of the Trustees

- 11.1 The Trustees must hold an annual general meeting each financial year with the first annual general meeting to be held between 12 and 15 months from the date of this deed. Subsequent annual general meetings must be held not later than six months after the end of each financial year of the Trust.
- 11.2 The Secretary must give not less than 14 days' notice of the annual general meeting to the Trustees. The notice must specify the date, time and place of the annual general meeting, together with the business to be transacted.

- 11.3 The business to be transacted at the annual general meeting will be:
- (a) The receipt of the annual report and accounts;
 - (b) The appointment of the auditor;
 - (c) The consideration of any business of which notice has been given in the notice calling the meeting; and
 - (d) Any other business any of the Trustees or the Beneficiaries request to be considered that is accepted by the Chairperson.
- 11.4 The Secretary must circulate an agenda to the Trustees not later than 10 days prior to the annual general meeting.
- 11.5 Any two Trustees may requisition a special general meeting of the Trust by giving notice in writing to the Secretary, such notice to specify the nature of the business to be transacted. The Secretary must, within 20 days of receiving such notice, convene a special general meeting by giving notice according to the rules set out in clause 11.2. The business to be dealt with will be limited to the matters stated in the requisition and/or notice of the meeting.
- 11.6 The Trustees may also meet at such times and places and on such dates as they think fit. The Secretary must give the Trustees at least 10 days' notice of the time, date and place of such meetings. The notice need not be in writing and the time may be shortened by the unanimous agreement of all Trustees. Meetings of the Trustees may be held by way of personal meeting or by teleconference, videoconference, Skype or using any other technology that allows the Trustees forming a quorum to speak, hear and interact with each other, with such ability to interact to be confirmed by each party verbally at the start of that meeting.
- 11.7 At all meetings of the Trust, including annual general meeting and special general meetings, a quorum will be constituted by a majority of Trustees.
- 11.8 Notwithstanding anything to the contrary contained in this deed, no business of the Trust may be transacted at any meeting unless a quorum is present.
- 11.9 The Secretary must take full and proper minutes of all resolutions and proceedings at all meetings of the Trustees and must send copies of the minutes to all the Trustees within 10 days following each meeting.
- 12.0 Notices**
- 12.1 Any notice in writing given in terms of this deed may be delivered personally, sent by ordinary post, or sent by electronic mail (email). Notices sent by post will be deemed to have been received three days after posting, unless returned or clear notice to the contrary is given.
- 13.0 Appointment and Role of Chairperson**
- 13.1 At the first meeting of Trustees following the date of this deed or at any other time when the position becomes vacant, the Trustees must appoint by majority vote, one of their number to act as Chairperson.
- 13.2 The Chairperson is responsible for:**
- (a) Ensuring the Trust deed is adhered to;
 - (b) Convening meetings and establishing whether or not a quorum is present;

- (c) Chairing meetings including deciding who may speak and when;
- 13.3 The Chairperson may step down as Chairperson at any time by giving notice in writing to the other Trustees. For the avoidance of doubt, the Chairperson may remain as Trustee of the Trust even if that Trustee is no longer acting as Chairperson.
- 14.0 Appointment of Secretary**
- 14.1 At the first meeting of Trustees following the date of this deed or at any other time when the position becomes vacant, the Trustees must appoint by majority vote a person to act as Secretary for the Trust. The Secretary may also be a Trustee but must not also be the current Chairperson. The Secretary may be an employee of the Trust.
- 14.2 It will be the duty of the Secretary to keep usual records of the business of the Trust and to undertake all other matters required of the Secretary in terms of this deed.
- 15.0 Limitation of Liability of the Trustees:
- 15.1 A Trustee or former Trustee will not be liable for any loss:
- (a) Where the Trustee has acted prudently; and
 - (b) Where the loss arises in the course or as a result of the exercise of any power granted by this deed; and
 - (c) Which is not attributable to that Trustee's own dishonesty or to the willful commission or omission of any act known to that Trustee to be a breach of trust.
- 15.2 Sections 13B, 13C and 13E of the Trustee Act 1956 will not apply to a Trustee to whom this clause 15.1 applies.
- 15.3 The Trustees are specifically authorised for such period as the Trustees think fit not to diversify the Trust Fund. The Trustees are specifically authorised for such period as the Trustees think fit to retain any assets forming part of the Trust Fund. The Trustees acting as authorised by this clause will not be acting imprudently.
- 15.4 No Trustee or former Trustee will be bound to take or be liable for failure to take any proceedings against a co-trustee for any breach or alleged breach of trust committed by that co-trustee.
- 15.5 Every Trustee or former Trustee will be absolutely indemnified out of the Trust Fund for all liabilities incurred by that Trustee in the exercise or attempted exercise of any trust, power, authority or discretion vested in the Trustees, and will have a lien on and may use money forming part of the Trust Fund for the purposes of this indemnity.
- 16.0 Remuneration of Trustees:**
- 16.1 Any trustee will be entitled to charge and receive all usual professional and other charges for work done by him or his firm in connection with the Trust Fund including acts which the Trustees could have done personally.
- 16.2 Where a Trustee is a company owned by professional persons that company will be entitled to charge for its services.
- 16.3 Where a Trustee is a company owned by professional persons, those persons will be entitled to charge and receive all usual professional and other charges for work done by those professional persons.

17.0 Trustees' Conflict of Duties

- 17.1 The Trustees are entitled to enter into any contract and to act and exercise all of the powers conferred on them notwithstanding that their interests in any private capacity or duties as trustees of any other trust or as shareholders in or directors of any company conflict with their duties as Trustees of the Trust.
- 17.2 A Trustee who is in any way, whether directly or indirectly, interested in any matter in terms of clause 17.1 must declare the nature of his or her interest at a meeting of the Trustees.
- 17.3 A Trustee, having declared his or her interest in accordance with clause 17.2 will be counted in the quorum present at the meeting but must not vote in respect of the matter in which the Trustee is interested.

18.0 Modifications:

- 18.1 The Trustees, without the need for any consent on the part of any Beneficiary, may amend or vary this trust deed by unanimous written agreement of all Trustees in the following circumstances:
- (a) To make any amendment which is of a formal, minor or technical nature; or
 - (b) To correct a manifest error; or
 - (c) To make any variation which, in the opinion of the Trustees, is not materially prejudicial to the interest of any of the Beneficiaries; or
 - (d) To make any variation which is required to enable incorporation of the Trust pursuant to the Charitable Trusts Act 1957 or registration of the Trust pursuant to the Charities Act 2005; or
 - (e) For any other reason, the trustees deem necessary.

19.0 Incorporation and Registration under the Charities Act 2005

- 19.1 The Trustees may, if the Trustees decide it is in the best interests of the Beneficiaries, apply for:
- (a) Incorporation under Part II of the Charitable Trusts Act 1957; and/or
 - (b) Registration as a charitable entity under the Charities Act 2005.
- 19.2 If the Trustees decide to incorporate the Trust in accordance with clause 19.1(a), the Trust must have a common seal that will:
- (a) Be in the custody of and under the control of the Trustees;
 - (b) Not be affixed to any instrument except pursuant to a resolution of the Trustees. Every affixing of the common seal must be witnessed by two Trustees and those Trustees must sign every instrument to which the common seal is affixed in their presence.

20.0 Winding Up

- 20.1 The Trustees may, by unanimous resolution, wind up or dissolve the Trust. If the Trustees do resolve to wind up or dissolve the Trust, the net assets of the Trust after payment of all liabilities and costs must be disposed of by the Trustees by vesting those assets in such manner as will ensure the assets will be applied exclusively for such Charitable Purposes as

the Trustees may in their discretion select provided such Charitable Purposes benefit the Beneficiaries.

21.0 Final Distribution of the Trust Fund:

21.1 On the Date of Distribution the Trustees will pay and transfer so much of the Trust Fund as then remains after the payment of all liabilities and costs for such Charitable Purposes as the Trustees may in their discretion select provided those Charitable Purposes benefit the Beneficiaries.

22.0 Auditor and Finance

22.1 All money received on account of the Trust must be paid into the Trust's bank account.

22.2 The signatories for cheques and/or electronic transactions drawn on the Trust's bank account will be as resolved from time to time by the Trustees.

22.3 An auditor, who must not be a Trustee, must be appointed at each annual general meeting of the Trust. The auditor must, as a minimum requirement, be a member of the New Zealand Institute of Chartered Accountants and may receive payment for services.

22.4 The financial year for the Trust will end on 31 March of each year or such other date as the Trustees from time to time resolve.

23.0 Annual Report and Accounts

23.1 Prior to each annual general meeting of the Trust, the Trustees must arrange the preparation of the annual report and accounts for the Trust. The report and accounts may be in such form and specify such particulars as the Trustees from time to time prescribe but in any event must include a statement of the assets, liabilities, investments, income, expenditure and distributions of the Trust and any changes to investments since the last annual report and accounts.

23.2 The annual accounts must be audited and a copy of the annual report and audited accounts must be provided to the Trustees at least 10 days prior to the annual general meeting of the Trust.

Signed by (Whanganui Land Settlement)
Negotiation Trust) Settlor in the presence of:) _____
)

Signature of witness

Name of witness

Occupation

Address

Signed by Daryn Te Ua Mairangi as one of the)
Trustees in the presence of:) _____
)

Signature of witness

Name of witness

Occupation

Address

Signed by **Jenny Tamakehu** as one of the **Trustees** in the presence of:

) _____
)

Signature of witness

Name of witness

Occupation

Address

Signed by **Ken Mair** as one of the **Trustees** in the presence of:

) _____
)

Signature of witness

Name of witness

Occupation

Address

Signed by **Tracey Waitokia** as one of the))

Trustees in the presence of:

)) _____

))

Signature of witness

Name of witness

Occupation

Address

Signed by **Turama Hawira** as one of the
Trustees in the presence of:

Signature of witness

Name of witness

Occupation

Address

Signed by **George Matthews** as one of the **Trustees** in the presence of:

) _____
)
)

Signature of witness

Name of witness

Occupation

Address

Signed by **Erana Mohi** as one of the **Trustees** in the presence of:

) _____
)
)

Signature of witness

Name of witness

Occupation

Address

The Trustees acknowledge receipt of the affixed \$1 stamp comprising the initial trust fund paid by the Settlor.

SCHEDULE ONE

Beneficiaries

1. The benefits of the Whanganui Land Settlement Negotiation Trust (**WLS Negotiation Trust**) are those hapū who whakapapa to Te Awa o Whanganui, Matua te Mana, Paerangi o Te Maungaroa, Rua Tipua and the hapū and marae listed below:

MARAE	HAPU/IWI
Paraweka	Ngāti Kurawhatia
Hiruhārama (Patiarero)	Ngāti Hau
Rānana (Ruakā)	Ngāti Ruakā Ngāti Kauika
Te Pou o Rongo	Ngati Hine Korako
Matahiwi (Ohotu)	Ngā Poutama Ngati Tanewai
Koriniti (Otukopiri)	Ngāti Pāmoana
Ātene (Kakata)	Ngāti Hineoneone
Parikino	Ngāti Hinearō/Tuera Ngāti Tumango
Pungarehu	Ngāti Tuera/Hinearō
Ōtoko	Te Awa Iti
Kaiwhaiki	Ngā Paerangi
Rākato	Ngāti Hine o Te Rā
Te Ao Hou	Ngāti Tupoho
Pūtiki	Ngāti Tupoho Ngāti Tumango
Taipake Te Aroha Pa Kai Iwi	Tamareheroto/Ngāti Kauika Ngāti Pūkeko/ Ngāti Iti
Kukuta Ohautahi	Ngāti Patutokotoko

SCHEDULE TWO

Specific Powers of the Trustees

1. **Sell:**

- (a) To sell all or any part of the property comprising the Trust Fund either by public auction or private contract and in such manner and subject to such terms and conditions as the Trustees think fit with power to allow the whole or any part of the purchase money to remain on mortgage of the property sold. In the exercise of this power the Trustees may sell to any Trustee or Beneficiary.
- (b) If the sale of any property is to a limited liability company or a trustee for a company to be incorporated to accept either in full or in part satisfaction of the purchase price such shares or debentures or other securities of the company as the Trustees think fit.

2. **Lend:**

To lend the whole or any part of the Trust Fund to any person or persons (including any trustee or beneficiary of the Trust Fund) or company with or without interest and with or without security and upon such other terms and conditions as the Trustees in their discretion think fit.

3. **Lease:**

To let or lease or bail to any person or corporation (including any trustee of the Trust Fund) any part of the Trust Fund at such rent and for such period and subject to such terms and conditions as the Trustees think fit including an optional or compulsory purchase clause and also to accept surrenders of leases, tenancies, and bailments. Without limiting this power, the Trustees may allow any Discretionary Beneficiary to reside in any dwelling house, occupy any land, or have the custody and use of any part of the Trust Fund, either free of charge without liability for waste or upon such other terms and conditions as the Trustees in their discretion think fit.

4. **Deal with Real Property:**

To take on lease, purchase, or otherwise acquire any real and personal property and any interest in such property from any person or corporation (including any trustee of the Trust Fund) for such period, at such rent, and subject to such terms and conditions as the Trustees think fit including an optional or compulsory purchase clause and also to surrender leases, tenancies, and bailments.

5. **Carry on Business:**

- (a) To commence any business, including the business of farming, or any interest in a business, or acquire from any person or corporation (including any trustee of the Trust Fund) any business, and to carry on such business either alone or in partnership with others (including any trustee of the Trust Fund).
- (b) To carry on and manage any such business in such manner as the Trustees think fit.

6. **To Determine Capital and Income:**

To determine whether any money is income or capital and what expenses ought to be paid out of income and capital respectively and also to apportion blended funds.

7. Company Dealings:

- (a) To promote or form a company, or concur in any steps or proceedings which may be taken to promote or form a company for the purpose of purchasing or acquiring any undertaking, business, or assets which or an interest in which forms part of the Trust Fund or which the Trustees think it advantageous to acquire, or the undertaking, business, or assets of any company in which the Trustees hold shares.
- (b) To sell any undertaking, business, or assets forming part of the Trust Fund to any company or a trustee for any company proposed to be formed.
- (c) To carry out and complete any scheme or arrangement for the amalgamation of any company in which the Trust Fund has an interest whether by way of shareholding or otherwise, with any other company on such terms as to price, method of payment, and other terms as the Trustees think fit.
- (d) To employ in any business or withdraw from any business the whole or any part of the capital of the Trust Fund and at any time to advance to or employ in any business, with or without taking security, any additional capital and any income of the Trust Fund which the Trustees consider advisable for the more effectually carrying on the business.
- (e) To arrange for and agree to the introduction at any time from any other person or persons (including any trustee of the Trust Fund) or company as a partner or partners in any business and to enter into a partnership agreement on such terms and conditions as the Trustees think fit.
- (f) To ascertain and agree to the value of the interest of the Trust Fund in any partnership business and on withdrawing from any such business to procure the immediate payment of the value of the interest of the Trust Fund in it or to allow the whole or any part to remain in the business, for so long and on such terms as the Trustees think fit, as a loan with or without security repayable by instalments or otherwise and bearing interest at such rate as the Trustees think fit, or alternatively not bearing interest.

8. Deal with Part of the Trust Fund:

To consent to and join in the partition of any assets an interest in which forms part of the Trust Fund and/or to take a transfer of, or a transfer of an undivided share or interest in, any such interest and to settle and agree upon a value of those assets and to receive or pay or agree to pay such money as the Trustees think proper by way of equality on the division of those assets, and any such partition, valuation, and payment shall be final and binding on all persons beneficially interested in the Trust Fund.

9. Maintain and Improve Property:

To maintain, manage, improve and develop any real or personal property which or an interest in which forms part of the Trust Fund in such manner as the Trustees think fit and for that purpose to pay and apply such of the capital and income of the Trust Fund as the Trustees think fit.

10. In respect of any company in which the Trustees hold, or are entitled to hold, or propose to hold, shares:

- (a) To act as director or directors of the company either alone or in conjunction with others and to receive and retain without being liable to account for them any director's fees or other director-related remuneration.

- (b) To provide out of the Trust Fund further capital for the company either by way of loan (with or without security) deposit on current account, or otherwise, or by guarantees (with or without security), or by taking shares in the company, or in such other manner as the Trustees think fit.
- (c) To concur on such terms as the Trustees think fit in the winding up or reconstruction or amalgamation of any company or in the modification of the regulations under which it operates, and to concur in the modification of, or to surrender, any of the rights attached to all or any of the shares in the company, and exercise in such manner as the Trustees think fit any powers which by the regulations of the company are vested in the Trustees as directors or members of it.
- (d) On the winding up or reconstruction or amalgamation of any company to accept shares or other interests in or securities of the company or any other company as the consideration or part of the consideration and generally to act in relation to the company in such manner as the Trustees think best calculated to benefit the Trust Fund.

11. **Borrow:**

To borrow money from any person (including a Trustee of the Trust Fund) with or without security at such rate of interest and for such period and upon such other terms and conditions as the Trustees think fit.

12. **Guarantee:**

To enter into any guarantees, either alone or with any other person or persons, and to authorise any company in which the Trustees hold shares to enter into any such guarantee or any other arrangement and to support such guarantees by any mortgage or charge.

13. **Charges:**

To renew, vary or re-arrange any mortgages, charges or debts payable out of the Trust Fund, and any guarantees.

14. **Diversification at the Discretion of the Trustees:**

To allow any property coming into the hands of the Trustees to remain in its existing form for so long as the Trustees think fit.

15. **Bank Accounts:**

To open accounts either on their own behalf or jointly with others at any bank, and to overdraw any such account with or without giving security, and in addition to the powers conferred by section 81 of the Trustee Act 1956 to make arrangements with any bank for any one or more of the Trustees, and/or any delegate or delegates named in writing by all the Trustees, to operate on any account from time to time subsisting at any bank.

16. **Incorporate and Registration under the Charities Act 2005:**

To apply for incorporation under Part II of the Charitable Trusts Act 1957 and/or to apply for registration as a charitable entity under the Charities Act 2005.

17. **Insurance:**

To insure against loss or damage by any cause whatsoever any insurable property on terms and conditions as the Trustees in their absolute discretion think fit.

18. **Employ:**

- (a) To employ and discharge such employees and professional person or persons (including any trustee of the Trust Fund) as the Trustees think fit and to pay such fees, salaries, wages, or other remuneration as the Trustees think fit.
- (b) At their discretion instead of acting personally to employ and pay any person, firm, or company to do any act relating to the Trust Fund including the receipt and payment of money, without being liable for any loss incurred.

19. **Delegate to Committees:**

To delegate any of the powers and duties to any committee, or committees, consisting of such of the Trustees (or such other persons) as they may appoint for such purpose.

20. **Treaty Settlement:**

- (a) To negotiate, or appoint negotiators, to settle all or any Historical Claims of Whanganui.
- (b) To acquire through the Treaty settlement process any Crown owned assets offered as part of any settlement and hold such assets on trust for the Beneficiaries, including any assets acquired by way of on account settlement.
- (c) To manage any assets derived from any settlement.
- (d) To enter into any contract or contracts with any entity for the purposes of advancing the settlement negotiations, including but not limited to CFRT, Te Puni Kōkiri or OTS.
- (e) To seek advice from such specialist advisors as the Trustees see fit in order to assist the Trustees with any aspect of the Treaty settlement process including, but not limited to, legal and strategic advisors.

SCHEDULE THREE

Initial Trustees

1. Name: **DARYN TE UAMAIRANGI**
Address:
Occupation: Consultant

2. Name: **JENNY TAMAKEHU**
Address:
Occupation: Consultant

3. Name: **TE KENEHI ROBERT MAIR**
Address: 76 Peaks Road, Whanganui, 4501
Occupation: Consultant

4. Name: **TRACEY MARIE WAITOKIA**
Address: 22 Mosston Road, Whanganui, 4501
Occupation: Consultant

5. Name: **GEORGE MATTHEWS**
Address:
Occupation: Consultant

6. Name: **TURAMA HAWIRA**
Address:
Occupation: Consultant

7. Name: **Erana Mohi**
Address:
Occupation: Consultant

SCHEDULE FOUR
ELECTION OF TRUSTEES

A person shall not be permitted to be a Trustee if he or she:

- a) Is not 18 years of age and registered on the Whanganui Tribal Register; or
- b) Is an undischarged bankrupt; or
- c) 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 1933 (unless that person is an eligible individual for the purposes of the Criminal Records (Clean Slate) Act 2004); or
- d) Has ever been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993; or
- e) Has been disqualified from being a director of a company registered under the Companies Act 1955 or the Companies Act 1993; or
- f) Has ever been removed as a trustee of a trust by order of a Court on the grounds on breach of trust, lack of competence or failure to carry out the duties of a trustee satisfactorily; or
- g) Is subject to a property order made under section 30 or section 31 of the Protection of Personal and Property Rights Act 1988.

1.1. Trustees not to be Trust employees

A Trustee shall not be an employee of the Trust

1.2. Number of Trustees to be limited

There shall be no more than seven (7) and not less than three (3) trustees.

2. TERM OF OFFICE

2.1. Term of Office

Trustees from time to time shall hold office until such time as their position comes up for re-election in accordance with this rule provided that no Trustee shall hold office for longer than three years without facing re-election.

- (a) Three initial trustees stand down/stand for re-election after three years (the three to stand down are drawn by ballot);
- (b) The following year, two of the remaining four initial trustees stand down/stand for re-election (as drawn by ballot);
- (c) The following year, the remaining two initial trustees stand down/stand for re-election.

2.2. Casual vacancies

Should any casual vacancy arise as a result of a Trustee ceasing to hold office prior to the expiry of that Trustee's term of office then that vacancy shall be filled by the holding of a further election provided that the Trust shall have the discretion not to hold such an election if the casual vacancy occurs less than six months before the original Trustee's term was due to expire.

2.3. Term of casual appointments

In the case of a Trustee elected pursuant to rule 3.2 the Trustee thereby appointed shall hold office for the balance of the term of office of the Trustee that he or she has replaced.

3. TIMING OF ELECTIONS

3.1. Timing

The elections for Trustees in any given Income Year must, except in the case of elections to fill casual vacancies under rule 3.2, be concluded by the date of the annual general meeting of the Trust in that Income Year.

4. MAKING OF NOMINATIONS

4.1. Calling for nominations

The Trust shall give notice calling for nominations for those Trustee positions for which elections are required at least 28 days before the date of the election, and in any event in sufficient time for the election to be concluded in accordance with rule 4. Such notice shall specify the method of making nominations, and the latest date by which nominations must be made and lodged with the trust or such other person as the notice directs.

4.2. Timing for nominations

All nominations must be lodged with the Trust no later than the date of the advertised Hui-a-tau (AGM).

4.3. Form of notice

All notices given under this rule may be given in the following manner:

- a) By newspaper advertisement published on at least two separate days and/or any provincial newspaper circulating in regions where the Trust considers that a significant number of Whanganui Uri reside; and
- b) By such other means as the Trust may determine.

4.4. Inclusion of Invitation to register.

Any such notice outlined in 4.1 shall also invite applications from persons who wish to be nominated or wish to nominate another person but are not Adult Registered Members for inclusion of their name in the Whanganui Tribal Register, and shall set out the date upon which the registrations for those wishing to be nominated or wish to nominate another person close, being the same date as that fixed as the latest date for making and lodging nominations.

4.5. Nomination

The nomination of a candidate for election as a Trustee shall be

- a) in writing or from the floor at the Annual General Hui.
- b) Nominations are to be endorsed/seconded by not less than two (2) Adult Whanganui Tribal Registered Members shown on the Whanganui Tribal Register as being entitled to vote in respect of the election of that candidate and agreed to by the person nominated

5. HOLDING OF ELECTIONS

5.1. Mode of voting at elections

Any nominee may make a statement to the regarding their nomination. The presentation of such a statement shall take no longer than five minutes. The order of nominee's statements shall be determined by the Officer presiding over the election using a random selection process.

Voting at all elections shall be

- a) To be elected, a candidate must receive votes marked with his or her name from a majority of the eligible voters in attendance at the AGM. A candidate can withdraw at any time from subsequent votes.
- b) by way of secret ballot at the advertised AGM or special meeting for the purpose of electing Trustees to the Trust.
- c) Scrutineers who are not nominees or nominators are to be confirmed at the AGM by the officer presiding over a vote will act as tellers.
- d) Majority rules.
- e) Pre-voting and voting by proxy are not permitted

5.2. No election where one nominee

In the event that the total number of nominations is equal to the total number of vacancies, no election shall be necessary and the person or persons nominated shall be deemed to have been duly appointed.

5.3. Eligibility to vote

- a) Each Adult Member (18 years of age and over) is eligible to vote in an election, provided that they are a registered on the Whanganui Tribal Register who affiliate to the marae/hapū as listed in schedule one.

5.4. Record of the Meeting

- b) The minutes shall record the nominees nominated for each position and the elected nominee.
- c) A nominee may request that the statement made to the Board in respect of their nomination be recorded in the minutes of the meeting.

6. NOTICE OF ELECTIONS

6.1. Notice to be given

Where an election is required a closing date for the election is to be identified (being the last day upon which a vote may be validly cast in the election).

6.2. Period of notice

The Trust shall give not less than 28 days' notice of the closing date for the elections and the method by which votes may be cast as set out in 6.3.

6.3. Method of giving notice

Notice may be given by;

- a) Inserting a prominent advertisement on at least (2) separate days in appropriate major metropolitan newspapers and in any provincial newspapers circulating in regions where the Trust considers that a significant number of Member of Whanganui Uri reside; and
- b) Advertising on a radio station or radio stations broadcasting in the districts where the Trust consider that a significant number of Member of Whanganui Uri reside.

7. RETENTION OF ELECTION RECORDS

7.1. Compiling and sealing voting records

The Officer of Elections shall, as soon as practicable after he or she has certified the result of the election, place all voting forms and other voting records into a sealed packet. The election officer shall endorse upon the sealed packet a description of the contents of that packet together with the details of the election to which the packet relates and the final date for voting in that election. The election officer shall then sign the endorsement and forward the sealed packet to the Trust.

7.2. Retention and disposal of packets

The sealed packets received from the election officer shall be safely kept unopened by the Trust for a period of one year from the closing date for voting in the election to which the packet relates. Upon the expiry of that one year period the packets shall be destroyed unopened.

Appendix 3

WLS Current Representative List

Marae	Hapu/Wai Claimant	WLS Members
Paraweka	Ngāti Kurawhatia (Wai 1607)	Poppey Gray, Rick Kingi, Dennis McDonell
Hiruhārama (Patiarero)	Ngāti Hau/Ngati Haunui a Paparangi (Wai 979)	Ron Hough Te Aroha McDonell
Rānana (Ruakā)	Ngāti Ruakā (Wai 48, 167) Ngati Kauika (Wai 1105)	Brendon Puketapu Des Canterbury
Te Pou o Rongo	Ngati Hine Korako (Wai 167)	Brendon Puketapu
Matahiwi (Ohotu)	Ngā Poutama (Wai 1254) Ngati Tanewai (Wai 1483) Descendants of Tamakehu (Wai 2158)	Haimona Rzoska Jenny Tamakehu, Jane Ranginui Jenny Tamakehu, Marilyn Tamakehu
Tupoho Collective	Tupoho (Wai 671,978)	Ken Mair, John Maihi
Koriniti (Otukopiri)	Ngāti Pāmoana (Wai 180)	John Maihi, Ani Nepia
Ātene (Kakata)	Ngāti Hineoneone (Wai 1028)	Tracey Waitokia
Parikino	Ngāti Hinearō/Tuera (214, 584, 1143) Ngāti Tumango	Ken Mair
Pungarehu	Ngāti Tuera (214, 584, 1143)	Ken Mair
Ōtoko	Te Awa Iti (Wai 1107) Ohotu 6F1 (Wai 1604)	Bernadine Patea, Sharon Tamou George Potaka
Kaiwhaiki	Ngā Paerangi (Wai 1051)	Ken Clarke
Rākato	Ngāti Hine o Te Rā (Wai 1051, 167)	Ken Clarke, John Maihi, Brendon Puketapu
Te Ao Hou	Ngāti Tupoho(Wai 167)	Ken Mair, John Maihi
Pūtiki	Ngāti Tupoho (Wai 999) Ngāti Tumango	Hone Tamehana, Jo Maniapoto, Ken Mair
Taipake	Tamareheroto (Wai 634) Ngāti Kauika (Wai 1104) Ngāti Pukeko/ Ngāti Iti	Turama Hawira, Raukura Waitai, Te Aroha Waitai Des Canterbury Raukura Waitai
Whānau	Eruera Te Kahu Waitai Foundation (Wai 2158)	Ira Tamehana, Eruera Waitai (yet to confirm)
Whānau	Ngāti Patutokotoko (Wai 1636)	Novena McGuken, Hone Tamehana, Hayden Turoa

POLICY: Whanganui Land Settlement Group will ensure a clear and transparent dispute resolution process.				TITLE: Disputes																	
				SECTION: Management																	
RATIONALE: The purpose of this policy is to provide clear process to assist in disputes resolution as an essential part of the Whanganui Land Settlement Groups accountability to WLS membership and their claimant community.				DOCUMENT CONTROL: Prepared by: Administrator Ratified by: WLS Date Ratified: 01 July 2015																	
				<table border="1"> <thead> <tr> <th>STEP</th> <th>PROCEDURE</th> <th>RESPONSIBILITY</th> <th>REF DOCS</th> <th>WHEN</th> <th>REVIEW DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td> Administration <ul style="list-style-type: none"> If a dispute arises between members of WLS and their claimant community, the parties shall endeavor to resolve the dispute in good faith between them. If the parties are unable to resolve the matter by negotiation the WLS Disputes Procedure shall apply. </td> <td> WLS Administrator </td> <td>WLS Minutes</td> <td>ongoing</td> <td>30/06/17</td> </tr> <tr> <td>2</td> <td> Procedures This procedure relates only to disputes which arise in connection with the negotiations between the Whanganui Land Settlement Negotiation Trust ("the Trust") and the Crown in relation to the settlement of all historical Treaty of Waitangi claims of the Whanganui Land Settlement Large Natural Group. <ol style="list-style-type: none"> Where there is a dispute, the dispute must be put in writing to the Trust Chair and must clearly identify: <ol style="list-style-type: none"> The decision, rule, policy or action/inaction of the Trust complained of; The effect of that decision, rule, policy or action/inaction on the complainant; The remedial action sought by the complainant. The Trust will endeavor to resolve the dispute through good faith negotiations, including through 'kanohi ki te kanohi' meetings and in accordance with the tikanga of Whanganui Iwi. Where considered appropriate, the Trust may ask kaumātua to assist with the resolution of the dispute. In resolving any dispute which may arise, the trustees will act in line with the founding principles set out in clause 3 of the Mandate Strategy. </td> <td>WLS</td> <td>WLS Minutes</td> <td>ongoing</td> <td>30/06/17</td> </tr> </tbody> </table>				STEP	PROCEDURE	RESPONSIBILITY	REF DOCS	WHEN	REVIEW DATE	1	Administration <ul style="list-style-type: none"> If a dispute arises between members of WLS and their claimant community, the parties shall endeavor to resolve the dispute in good faith between them. If the parties are unable to resolve the matter by negotiation the WLS Disputes Procedure shall apply. 	WLS Administrator	WLS Minutes	ongoing	30/06/17	2	Procedures This procedure relates only to disputes which arise in connection with the negotiations between the Whanganui Land Settlement Negotiation Trust ("the Trust") and the Crown in relation to the settlement of all historical Treaty of Waitangi claims of the Whanganui Land Settlement Large Natural Group. <ol style="list-style-type: none"> Where there is a dispute, the dispute must be put in writing to the Trust Chair and must clearly identify: <ol style="list-style-type: none"> The decision, rule, policy or action/inaction of the Trust complained of; The effect of that decision, rule, policy or action/inaction on the complainant; The remedial action sought by the complainant. The Trust will endeavor to resolve the dispute through good faith negotiations, including through 'kanohi ki te kanohi' meetings and in accordance with the tikanga of Whanganui Iwi. Where considered appropriate, the Trust may ask kaumātua to assist with the resolution of the dispute. In resolving any dispute which may arise, the trustees will act in line with the founding principles set out in clause 3 of the Mandate Strategy.
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	<p>3. If the tikanga based approach above does not result in the resolution of the dispute, the Trust will recommend that the dispute be addressed via mediation.</p> <p>4. A mediator will be appointed by agreement of the Trust and the complainant. If no agreement can be reached on the appointment of a mediator within 10 working days the Co-Presidents of Te Hunga Rōia Māori o Aotearoa (the Māori Law Society of New Zealand) will appoint a mediator, having particular regard to all relevant matters, including tikanga and te reo Māori.</p> <p>5. If mediation is unsuccessful or does not take place, the Trust will resolve to refer the dispute to a hui-ā-iwi for the determination of the outcome of the dispute. The hui-ā-iwi shall be considered a Special General Meeting under the Trust Deed and will be conducted accordingly.</p> <p>6. Unless otherwise agreed between the Trust and the complainant, the Trust may advise the Crown or other third parties of the nature of disputes raised and their progress so as to fulfil its obligations under any Deed of Mandate, Terms of Negotiation or other document.</p> <p>7. For the avoidance of doubt, should a dispute arise, the negotiators shall continue business as usual. Decisions of the negotiators shall remain in force until the Trust instructs otherwise in writing.</p>				
3	<p>Communication</p> <ul style="list-style-type: none"> The WLS must hold a minimum of one hui every three months in order to maintain consistent communication within the working group. 	WLS	<ul style="list-style-type: none"> WLS Communication Strategy WLS Minutes 	Tri monthly	30/06/17

Appendix 4

Disputes Procedure

This procedure relates only to disputes which arise in connection with the negotiations between the Whanganui Land Settlement Negotiation Trust (“the Trust”) and the Crown in relation to the settlement of all historical Treaty of Waitangi claims of the Whanganui Land Settlement Large Natural Group.

1. Where there is a dispute, the dispute must be put in writing to the Trust Chair and must clearly identify:
 - (a) The decision, rule, policy or action/inaction of the Trust complained of;
 - (b) The effect of that decision, rule, policy or action/inaction on the complainant;
 - (c) The remedial action sought by the complainant.
2. The Trust will endeavour to resolve the dispute through good faith negotiations, including through ‘kanohi ki te kanohi’ meetings and in accordance with the tikanga of Whanganui Iwi. Where considered appropriate, the Trust may ask kaumātua to assist with the resolution of the dispute. In resolving any dispute which may arise, the trustees will act in line with the founding principles set out in clause 3 of the Mandate Strategy.
3. If the tikanga based approach above does not result in the resolution of the dispute, the Trust will recommend that the dispute be addressed via mediation.
4. A mediator will be appointed by agreement of the Trust and the complainant. If no agreement can be reached on the appointment of a mediator within 10 working days the Co-Presidents of Te Hunga Rōia Māori o Aotearoa (the Māori Law Society of New Zealand) will appoint a mediator, having particular regard to all relevant matters, including tikanga and te reo Māori.
5. If mediation is unsuccessful or does not take place, the Trust will resolve to refer the dispute to a hui-ā-iwi for the determination of the outcome of the dispute. The hui-ā-iwi shall be considered a Special General Meeting under the Trust Deed and will be conducted accordingly.
6. Unless otherwise agreed between the Trust and the complainant, the Trust may advise the Crown or other third parties of the nature of disputes raised and their progress so as to fulfil its obligations under any Deed of Mandate, Terms of Negotiation or other document.
7. For the avoidance of doubt, should a dispute arise, the negotiators shall continue business as usual. Decisions of the negotiators shall remain in force until the Trust instructs otherwise in writing.