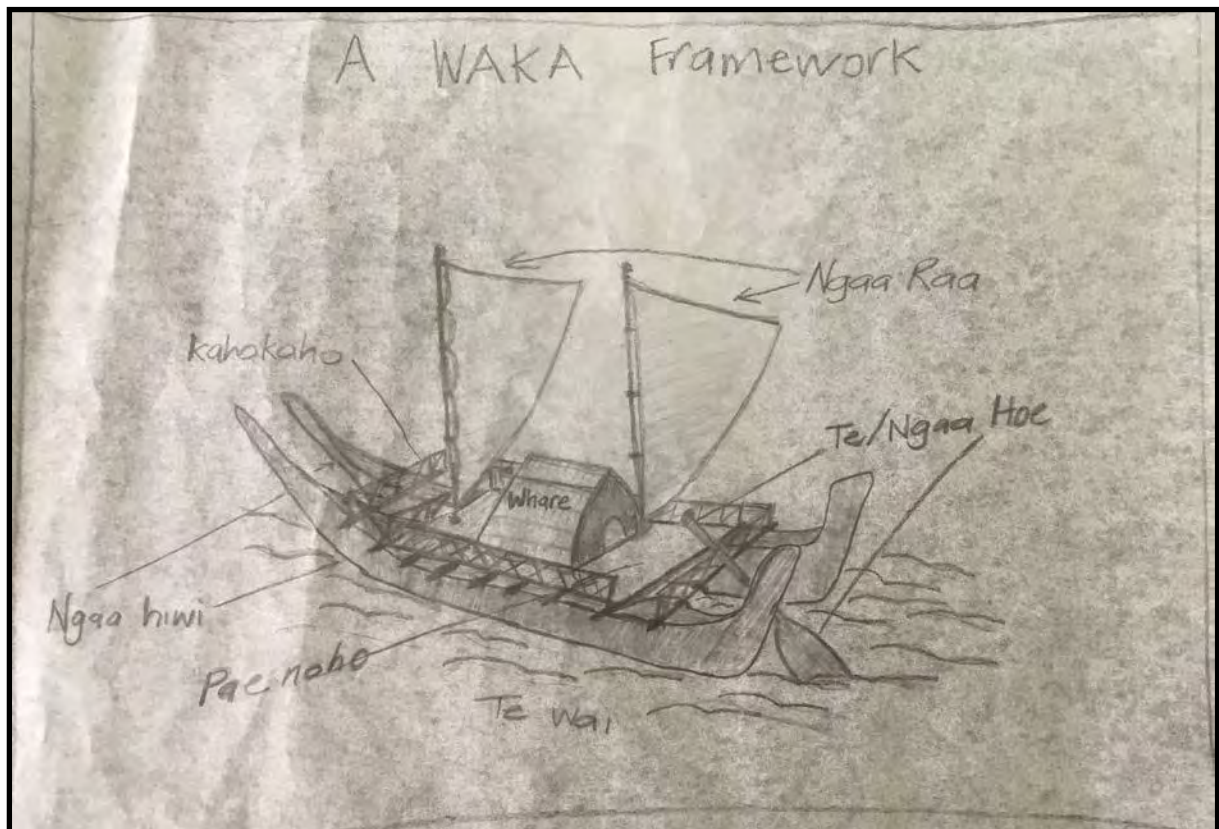


Waikato-Tainui Remaining Claims Mandate Strategy



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Foreword

Tuuria te mata whai ariki
He tau whakatau ki te rangi e tuu
He tau whakatau ko te papa o te whenua
He tau wkatau ki te kupu kii mai o te tangata
'Tupu te toi, ora te toi, whanake te toi, te toi I ahu mai i Hawaiki!'



In 1987 Sir Robert Mahuta, the Tainui Maori Trust Board and Ngaa Marae Toopu filed the Wai 30 claim in the Waitangi Tribunal. The claim concerned all historic Treaty of Waitangi breaches in relation to raupatu that occurred from 1863 where Waikato lost vast amounts of lands, people and resources at the hands of the Crown, and under unbelievable and impossible odds. Consequently, Waikato iwi were extradited from their lands and homes. The Waikato River was another key aspect of the Wai 30 claim addressing issues of ownership, mana, fisheries, desecration and pollution. The denial of offshore fisheries was also an integral issue, as well as the West Coast harbours being Manukau, Whaingaroa, Aotea and Kaawhia.

In 1946 Waikato accepted a partial settlement from the Crown under the Waikato-Maniapoto Maori Claims Settlement Act, that led to the establishment of the Tainui Maori Trust Board. In 1995 Waikato-Tainui and the Crown settled the raupatu (whenua) claims, the culmination being the Waikato Raupatu Claims Settlement Act 1995. The cornerstone principle of the settlement in which compensation was pursued was 'i riro whenua atu, me hoki whenua mai'. The Crown acknowledged the grave injustices suffered, and the crippling impact that Crown actions had on the people, welfare, development and economy of Waikato.

Fisheries interests and issues were addressed through the Fisheries Claims Settlement Act 1992 and the Maori Commercial Aquaculture Claims Settlement in 2004. Subsequently, the focus turned to the River, and these claims were settled in 2010 with the passing of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 which recognises 'te mana o te awa' and provides for 'mana whakahaere'.

Turning to the document itself, in it you will see the following two terms. A brief explanation of the distinction has been provided for clarification purposes.

- The Wai 30 Outstanding Claims; and
- The Waikato-Tainui Remaining Claims.

Of the interests included in the original Wai 30 claim, the West Coast Harbours, and a number of discrete and specific land blocks (Maioro/Waiuku and East Wairoa) remain unsettled and outstanding. These claims were intentionally set aside to be addressed and settled in a separate manner to those of the Raupatu and river claims. These are referred to as the “*Wai 30 Outstanding Claims*” and are a subset of the Waikato-Tainui Remaining Claims.

As part of the Crown's preference for a comprehensive mandate and Large Natural Grouping policy (see letter dated 1 Feb 2019 from Te Arawhiti, supporting documents), the Crown has identified a number of individual Waikato-Tainui claims separate to the Wai 30 Outstanding Claims, which are also subject to the proposed mandate being put forward. These claims and the Wai 30 Outstanding Claims are the other “*Waikato-Tainui Remaining Claims*”.

In November 2017, Te Whakakitenga o Waikato voted and confirmed my mandate as the Waikato-Tainui Negotiator to lead on behalf of Te Whakakitenga, the resolution of the Wai 30 Outstanding Claims only and not all the Waikato-Tainui Remaining Claims.

After a number of engagements and discussions with our hapuu and marae of Waikato-Tainui, I am now seeking confirmation of a mandate to negotiate the other Waikato-Tainui Remaining Claims that wish to come under this mandate for settlement.

This document is the Waikato-Tainui Remaining Claims Mandate Strategy. The mandate process is a Crown process, with specific policies and requirements. It is this strategy that we will be following and undertaking for mandating purposes.

We look now to the future, to what we can achieve through this Treaty settlement for now and for the next generations to come. He tau whakatau ki te kupu kii mai o te tangata; ‘*Tupu te toi, ora te toi, whanake te toi, te toi i ahu mai i Hawaiki!*’



Rahui Papa

Waikato-Tainui Negotiator

What is a mandate?

1. A mandate is the formal conferral of authority from an iwi or hapuu (a “large natural group”) on an entity or individuals to represent them in negotiations with the Crown for the settlement of their historical Treaty of Waitangi claims. The Crown requires an entity or individuals claiming to represent a large natural group in negotiations to demonstrate that they have a mandate from their people before the Crown will enter into negotiations. If the Crown is satisfied that a large natural group has conferred a mandate on an entity or individual, the Crown will formally recognise the mandate. The Crown does not confer mandates however – this is for the iwi or hapuu themselves to do.

What is the Waikato-Tainui Remaining Claims mandate?

2. The Crown and Waikato-Tainui have previously agreed to the settlement of most of the Waikato raupatu claims relating to the Crown confiscations of the 1860s and claims in relation to the Waikato River. The Crown has also settled or agreed to settle all the claims of 7 particular groups who are represented on Te Whakakitenga o Waikato.¹ However, there are many other claims which derive from a Waikato whakapapa connection that remain unsettled and fall outside of the scope of these existing settlements. These are referred to as the “Remaining Claims”.
3. In 2012, the Crown proposed to settle the Remaining Claims as a “large natural group” through negotiations with Waikato-Tainui subject to a mandate being recognised. In February 2018, the Minister for Treaty of Waitangi Negotiations wrote to Te Whakakitenga o Waikato representatives confirming that the Crown views the Waikato-Tainui Remaining Claims as a “large natural group” and that the Crown’s preference is that a comprehensive mandate to negotiate the settlement of all Waikato-Tainui Remaining Claims be sought. A copy of this letter is attached at *Appendix 1*.
4. Rahui Papa (the Negotiator) with the support and approval of Te Whakakitenga o Waikato Incorporated is seeking a mandate to negotiate the settlement of these Remaining Claims.² This proposed mandate is only to negotiate the settlement of the Remaining Claims. Any proposed settlement will need the approval of Waikato-Tainui, including Te Whakakitenga o Waikato, through ratification before it can be signed.

What was the process to date to seek a Waikato-Tainui Remaining Claims mandate?

5. In 2006, the Crown recognised the mandate of the Waikato Raupatu Lands Trust to negotiate the settlement of the Waikato River (Wai 30). Following the Waikato River settlement in 2010, Te Whakakitenga o Waikato has worked to maintain a mandate to negotiate the Wai 30 Outstanding Claims through regular updates to its tribal parliament, at Poukai and through direct discussions with hapuu, marae and Crown officials. A list of these consultations is attached at *Appendix 2*.
6. In November 2017, Te Whakakitenga o Waikato voted to confirm that “the Negotiator has the mandate to lead, on behalf of Te Whakakitenga, engagement with the Crown and other parties for the resolution of the Outstanding Claims and related settlement

¹ Ngaati Hauaa, Ngaati Korikii Kahukura, Ngaati Tamaoho, Ngaitai, Ngaati Koheriki, Te Akitai, Ngaati Te Ata.

² Te Whakakitenga o Waikato Incorporated (Te Whakakitenga) replaced Waikato-Tainui Te Kauhanganui Incorporated as the tribal governance entity of Waikato-Tainui in 2016. It is an incorporated society with charitable status. Its members (or parliament) are 136 representatives elected by the 68 Waikato-Tainui marae. These members in turn elect an executive of 12 called Te Arataura. Te Whakakitenga is a member of the Waikato Raupatu Lands Trust and Group. Te Whakakitenga is the shareholder of Waikato Raupatu Trustee Company Limited (WRTCL). WRTCL owns all shares in Tainui Group Holdings and is the trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust

issues of Waikato-Tainui". Rahui Papa was appointed as Negotiator to replace a previous Negotiator who had resigned.

7. Since November 2017, the Negotiator has undertaken extensive consultation with Waikato-Tainui marae and hapuu, other claimant groups, attended all Poukai and engaged in direct discussions to confirm the support of individual hapuu and marae for the mandate of the Negotiator for the Remaining Claims, including the Outstanding Claims. These engagements have been a part of an internal process prior to any mandating process being undertaken to provide an opportunity for robust discussions of claims issues and a potential mandate for negotiations. A list of these consultations is attached at *Appendix 3*.
8. In addition, Waikato-Tainui have entered into two internal Oati arrangements (not Crown derived) with Ngaati Mahuta (ki Tai), and Ngaati Te Wehi under which both hapuu have agreed for Waikato-Tainui to represent their claims for negotiations and settlement purposes and to work in a collaborative manner to achieve mutual settlement aspirations.
9. The Negotiator held the following hui in February last year to seek the initial views of Waikato-Tainui marae and hapuu on the scope of the Waikato-Tainui Remaining Claims mandate and how these claims could be resolved collaboratively:
 - 13 February 2018 (6pm – 8pm) for Kaawhia Harbour Marae and hapuu, at Tainui Group Holdings, Bryce St, Hamilton;
 - 14 February 2018 (6pm – 8pm) for Aotea Harbour Marae and hapuu, at Novotel, Alma St, Hamilton; and
 - 15 February 2018 (6pm – 8pm) for Whaingaroa Harbour Marae and hapuu, at Distinction Hotel, 100 Garnett Ave, Te Rapa, Hamilton.
10. The February engagement hui were preliminary and informative discussions with marae, hapuu and claimant groups which would then lead into more focused engagements in the months ahead. The Negotiator presented a historical overview of the Waikato-Tainui Treaty settlement landscape, and a potential framework for collaboration based on a Waka Hourua model. A copy of the presentation and the key themes and outcomes of these engagement hui are attached at *Appendix 4* and *5*. Briefly, the key themes from these engagement hui are as follows:
 - The recognition of mana throughout the process and as an overall settlement aspiration is a priority;
 - Harbours people must be included in the process;
 - We must agree on our collective outcomes;
 - We must agree on our individual outcomes; and
 - Communication between us is key.
11. The Negotiator held the following hui in May last year to further seek the views of Waikato-Tainui marae and hapuu on whether they wished to be a part of the mandate:
 - 14 May 2018 (6pm – 8pm) for Taamaki Marae at Res Nathan Homestead Meeting Room – 70 Hill Road, Manurewa;
 - 15 May 2018 (6pm – 8pm), for Whaingaroa Harbour Marae, at Raglan Hall, Bow Street, Raglan;
 - 16 May 2018 (6pm – 8pm), for Kaawhia Harbour Marae, at Kaawhia Community Hall, Jervois Street, Kaawhia;
 - 17 May 2018 (6pm – 8pm), for Aotea Harbour Marae, at Tainui Group Holdings, Bryce Street, Hamilton; and

- 27 May 2018 (6pm – 8pm), for all Waikato-Tainui Marae, at the Te Whakakitenga o Waikato Chambers, Hopuhopu, Hamilton.
12. The May engagement hui was another opportunity to provide an overview of the existing Waikato-Tainui settlements (Treaty and non-Treaty related) that have been achieved to date by Waikato-Tainui. The Negotiator presented on the Wai 30 Outstanding Claims and explained the Waikato-Tainui Remaining Claims. The presentation also outlined the Crown's large natural groupings policy, the mandating process and which claims the Crown has identified as potentially falling within the Waikato-Tainui mandate. The Negotiator reiterated the desire to work collaboratively to settle both the Wai 30 Outstanding Claims and the Waikato-Tainui Remaining Claims. The purpose of these engagement hui was to gauge the level of support for a Waikato-Tainui Remaining Claims mandate. A copy of the key outcomes and presentation is attached at *Appendix 6*.
 13. The Negotiator held the following hui in July 2018 to further seek the views of Waikato-Tainui marae and hapuu on whether they wished to be a part of the mandate:
 - 7 July 2018 (10am – 1pm), at Manukanuka Marae, Uenuku Way, Auckland Airport, Auckland;
 - 8 July 2018 (10am – 1pm), Maketuu Marae, 614 Kaora St, Kaawhia; and
 - 14 July 2018 (10am – 1pm), at the Te Whakakitenga o Waikato Chambers, Hopuhopu, Hamilton.
 14. The July hui were the final round of internal engagement hui before the formal mandating process began. The Negotiator provided an update on general claims matters and progress on the proposed mandate. The Negotiator also presented on how the formal mandating process would run, as well as tentative timeframes. These hui further provided an opportunity for direct involvement by tribal members. Participants were able to discuss mandating issues and settlement aspirations, ask questions, and provide feedback to the Negotiator. Uncertainties surrounding inclusion of hapuu, the level of Crown involvement, and hapuu autonomy and identity were addressed. A copy of the key outcomes and presentation is attached at *Appendix 7*.

What is the process from here to seek a mandate recognised by the Crown for Waikato-Tainui Remaining Claims?

15. The Negotiator and Te Whakakitenga o Waikato are proposing to seek a mandate of Waikato-Tainui marae and hapuu to negotiate the settlement of the Remaining Claims through the process set out on the following page. The internal engagement rounds held in February, May and July 2018 were an opportunity to provide information to all Waikato-Tainui marae and hapuu on the proposed Waikato-Tainui Remaining Claims mandate. This will be followed by a round of mandate information hui to seek the views of the hapuu and marae ahead of a final vote by the Te Whakakitenga o Waikato tribal parliament to confirm the mandate. Te Puni Kōkiri officials will observe these hui.
16. Iwi members will be provided with information ahead of these hui on how they can make their views known to their marae representative to the tribal parliament. The marae of Waikato-Tainui and the hapuu that affiliate to them are attached as *Appendix 8*. Details of mandate information hui are attached at *Appendix 9*.

Waikato-Tainui Remaining Claims proposed mandate process



What claims is the Negotiator seeking a mandate to negotiate the settlement of under the proposed mandate?

17. The proposed mandate includes the authority to negotiate settlement of all historical claims to the following matters in so far as those claims derive from a Waikato-Tainui (as defined below) interest and are not “excluded claims”:
- West Coast Harbours (Manukau, Whaingaroa, Aotea and Kaawhia);
 - All unsettled Waikato-Tainui claims within Taamaki Makaurau;
 - Tiikapa Moana (including Waitemataa Harbour) and the Hauraki Gulf;
 - Raupatu claims in the Wairoa block and the Waiuku block;
 - Non-raupatu claims of Waikato-Tainui anywhere in the Waikato-Tainui rohe including claims relating to: Old Land Claims, Waiver Purchases, Crown Purchasing, operations of the Native Land Court and Native Land Laws, and Public Works Takings;
 - Environmental issues (except those settled under the Waikato River Act or any other settlement legislation); and
 - Social and cultural issues.

What is the proposed “area of interest” for mandate purposes?

18. In seeking a recognised mandate, the Crown asks that an “area of interest” be provided. This sets out where an iwi or hapuu claim to exercise customary rights and where they will possibly be seeking redress in negotiations if their mandate is recognised.
19. The Negotiator and Te Whakakitenga o Waikato propose the area of interest set out at Appendix 11 for the purposes of this Remaining Claims mandate.

What is the “claimant definition” of Waikato-Tainui for mandate purposes?

20. The Crown asks that the group or individuals seeking a mandate provide a definition of the iwi or hapuu they are seeking a mandate to represent. This provides clarity about who is covered by the proposed mandate. This definition is often called the “claimant definition”.
21. For the purposes of the Remaining Claims mandate, Waikato-Tainui is proposing the following “claimant definition”:
- The collective group comprised of individuals who are descended from a Waikato-Tainui tupuna; and
 - The following 33 hapuu: Ngaitai, Ngaati Tamaoho, Ngaati Koheriki, Ngaati Te Ata, Te Aakitai, Ngaati Paretauuaa, Ngaati Tiipaa, Ngaati Aamaru, Ngaati Naho, Ngaati Hine, Ngaati Taratikitiki, Ngaati Pou, Ngaati Maahanga, Ngaati Tamainupo, Ngaati Wairere, Ngaati Makirangi, Ngaati Koroki, Ngaati Ruru, Ngaati Werokoko, Ngaati Paretekawa, Ngaati Ngutu, Ngaati Hikairo, Ngaati Puhiaawe, Ngaati Mahuta (North and South), Ngaati Te Wehi, Ngaati Whaawhaakia, Ngaati Kuiaarangi, Ngaati Tai, Ngaati Raukawa ki Panehakua, Ngaati Tahinga, Tainui-a-whiro, Ngaati Apakura, Ngaati Hauaa.³

³ As listed in the Waikato Raupatu Claims Settlement Act 1995 and Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010.

For the purposes of the above definition:

- A person is **descended** from another person if the first person is descended from the other by: birth; legal adoption; or Maaori customary adoption in accordance with Waikato-Tainui tikanga;
- **Waikato-Tainui ancestor** means an individual who exercised customary rights by virtue of being descended from a Waikato ancestor of the Tainui waka, being a recognised ancestor of any hapuu listed above; and exercised those customary rights predominantly in relation to the rohe of Waikato-Tainui after 6 February 1840;⁴ and
- **Customary rights** mean rights according to tikanga Waikato-Tainui, including: rights to occupy land; and rights in relation to the use of land or other natural or physical resources.

What are the “excluded claims” for the purposes of this mandate?

22. Because a number of Waikato-Tainui claims have been settled through previous settlements or are subject to a mandate of another group to settle, the Negotiator and Te Whakakitenga o Waikato are proposing that some claims be excluded from the proposed Remaining Claims mandate, even though they may fall within the definition of “Waikato-Tainui” set out above. These are:

- Raupatu claims (as defined by section 8 of the Waikato Raupatu Claims Settlement Act 1995 and section 88 of the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010);
- Claims settled by the Ngāti Koroki Kahukura Claims Settlement Act 2014;
- Claims settled by the Ngāti Hauā Claims Settlement Act 2014;
- Claims settled under the Ngāi Tai ki Tāmaki Claims Settlement Act 2018;
- Claims settled under the Ngāti Tamaoho Claims Settlement Act 2018;
- Claims subject to an Agreement in Principle signed between the Crown and Te Aakitai Waiohua on 16 August 2016 (see: <https://www.govt.nz/treaty-settlement-documents/te-akitai-waiohua/>);
- Claims that the Ngaati Te Ata Claims Support Whaanau Trust has a mandate to negotiate the settlement of as recognised by Ministers on 20 May 2011 (see: <https://www.govt.nz/treaty-settlement-documents/ngati-te-ata/>);
- Claims that the Ngaati Koheriki Claims Committee has a mandate to negotiate the settlement of as recognised by Ministers on 12 June 2012 (see: <https://www.govt.nz/treaty-settlement-documents/ngati-koheriki/>);
- Commercial and non-commercial fishing claims settled by the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992;
- Aquaculture Reform (Repeals and Transitional Provisions) Act 2004;
- Any other claim to the extent it derives from Waikato-Tainui but is settled by an act of Parliament or subject to a mandate recognised by the Crown; and
- Any claim that a member of Waikato-Tainui may have that is founded on a right arising as a result of being descended from an ancestor that is a Maniapoto tupuna.

23. The Negotiator has consulted directly with a number of Waikato-Tainui hapuu and marae representatives, who as a hapuu are in the process of holding their own internal

⁴ For the purposes of this document “rohe of Waikato-Tainui” means the “area of interest” set out above.

hui to discuss the proposed mandate and are yet to make a decision on whether to have their claims included in the proposed mandate at this stage. This includes the following claims of:

- Ngaati Hikairo (including Wai 1112, 1113, 1437, 2208, 2351, 2352, and 2353);
 - Ngaati Wairere (including Wai 2067); and
 - Ngaati Taahinga (including Wai 537 and 1106).
24. The Negotiator has also consulted directly with representatives of the following hapuu, who advised the Negotiator they did not wish the claims of those hapuu to be included in the proposed mandate at this stage:
- Tainui-aa-whiro (including Wai 125);
 - Ngaati Maahanga (including Wai 1327);
 - Ngaati Whakamarurangi (including Wai 2273);
 - Ngaati Tamainupo (including Wai 775); and
 - Ngaati Apakura (including Wai 1469 and 2291).
25. For the time being, the proposed Remaining Claims mandate does not cover the claims of the hapuu listed at paragraphs 23 and 24. The Negotiator will undertake further discussions with representatives of these hapuu to address their concerns. If concerns can be addressed and the hapuu formally resolve to come into the Remaining Claims mandate, the claims of these hapuu will be included in the mandate, prior to seeking Crown recognition. Otherwise, a process will be provided for these hapuu to bring their claims into the Remaining Claims mandate post-Crown recognition if they choose to.

Which “Wai claims” are covered by the proposed mandate?

26. For the purposes of this mandate strategy, “Wai claims” means historical claims made to the Waitangi Tribunal. Because the Remaining Claims mandate seeks to negotiate unsettled claims of Waikato-Tainui, including Wai claims, the Negotiator and Te Whakakitenga o Waikato provide here a list of specific Wai claims that have been included in this proposed mandate, by virtue of their whakapapa interests to Waikato-Tainui.
27. It is important to note that this list of Wai claims is preliminary and may need to be refined further as more information comes to hand throughout this mandate process and/or negotiations. This list contains claims that may have both historical and contemporary aspects. The proposed Remaining Claims mandate only covers the historical aspects of any such claims.

Wai #	Description
2	Waiau Pa (southern arm of Manukau harbour)
8	Manukau claim
29	State-Owned Enterprises Act 1986 claim (Kāwhia, Whaingāroa, Aotea and Manukau)
30	Tainui land claim
185	Pepepe Land Claim
340	Newmarket Land claim (Auckland railway lands)
426	Te Uku Landing Reserve claim
441	Tainui Education Claim
530	Ngā Uri o Whawhakia claim

Wai #	Description
614	Te Maika Land claim
617	Parish of Taupiri claim
677	Allotments 441 & 442, Ngaruwahia rating claim
746	Rakaumanga School West Huntly claim
827	Oioroa Block, Aotea Heads (King Country) claim
908	Manuaitu blocks (Waikato) claim
1409	Lands and Resources of Ngāti Ngutu/Ngāti Hua
1410	Aotea Harbour and Waahi Tapu claim
1435	Mahuta Hapu Lands and Resources claim
1438	Ngāti Te Patupo Kāwhia and Aotea Harbours claim
1439	Oparau Station Trust claim
1448	Ngāti Te Wehi Kāwhia Harbour and Resources claim
1495	Pearl Comerford Hapu of Te Rohe Potae Claim
1499	Vernon Houpapua Ngāti Ngutu Hapu claim
1501	Petunia Taylor Te Rohe Potae claim
1502	Okapu F2 Land Block claim
1534	Okapu C Block (King) claim
1587	Ngāti Mahuta (McQueen) claim
1588	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta
1589	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta
1590	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta
1591	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta
1592	Moerangi (Descendants of Te Apiti) claim
1596	Forbes Whānau claim
1603	Iwitahi Hapū Native Council Claim (Kāwhia, Aotea and Whaingāroa)
1611	Moke Whānau claim
1763	Ngāti Naho claim
1766	Descendants of Te Wiwini a Rongo, Te Wera and Edna Coffey claim
1767	Te Akau B No 121 Land claim
1772	Descendants of Patara Te Tuhi claim
1777	St Stephen's College (McKinnon) claim
1802	Maramarua 9D Block claim
1804	Descendants of Tokotahi Moke claim
1826	Tekikiri Meroiti Haungurunguru Toangina Toto Whānau Trust claim
1897	Ngāti Mahanga Hourua, Ngāti Wairere, Ngāti Tai, Ngāti Paoa, Ngāti Patupo (Dixon) claim
1899	Ngāti Te Wehi (Elizabeth Mahara) claim
1900	Okapu F2 Land Block claim
1908	Wallis Whānau claim
1967	Ngāti Pane and Ngāti Māhanga claim
1974	Mokoroa, Waipuna and Awaroa Blocks (Hepi) claim
1992	Ngāti Māhanga, Ngāti Tamaoho and Ngāti Apakura (Tahapeehi) Lands claim
1995	Ngāti Hikairo, Ngāti Tamainu, Ngāti Taiharuru and Ngāti Kiriwai (Jerry) Lands claim
1996	Ngāti Ngutu and Ngāti Hua (Toia) Lands claim
2035	Ngāti Naho and Te Paina (Heta) claim

Wai #	Description
2039	Ngaati Amaru and Ngaati Pou Lands Claim
2081	Ngāti Amaru and Ngāti Pou (Katipa) claim
2086	Ngāti Hua and Ngāti Mahuta (Houpapa) claim
2087	Ngāti Kiriwai and Ngāti Mahuta Lands (Uerata) claim
2102	Descendants of Manganui Ngaamo Lands claim
2103	Descendants of Hiakai Uerata and Others Lands claim
2117	Ngāti Tahinga, Ngāti Tanetiorau, Ngāti Te Whatu and Other Lands and Resources (Walsh) claim
2121	Ngāti Tahinga, Ngāti Maniapoto and Other Health Issues (McKinnon) claim
2125	Mana Wahine (Nelson) claim
2126	Puketarata Block and other lands (Mahara) claim
2135	Ngāti Maniapoto and Ngāti Te Wehi Lands (Moke) claim
2137	Hapū rangatiratanga claim
2169	Descendants of Hetaraka Takapuna Lands (Hetaraka) claim
2183	Ngati Hikairo, Ngati Patupo and Ngati Te Wehi Lands (Mahara) claim
2308	Hopuhopu Block (Hokio Tarawhiti) claim
2322	Ngati Naho and Mahuta Lands and Other Issues (Pumipi) claim
2330	Tapuwaeonuku Block (Pokaia) claim
2331	Davis Apiti claim
2345	The Descendants of Wetini Mahikai and Hera Parekawa (Tuteao) claim
2346	Tanumeha te Moananui, Te Pou and other Pare Hauraki and Pare Waikato peoples (Paynter) claims
2354	The Moetara Uri claim
2492	Ngati Mahuta (Hotere) claim
2495	Pokeno Lands (Falwasser) claim

28. The claimants for the following Wai claims have indicated they do not wish their claims to be covered by the Negotiator's mandate. Crown officials have informed us that, in their view, these Wai claims cannot be excluded as the claims relate to hapuu which have not withdrawn their claims from the mandate. The Crown does not settle Wai claims individually, they are included in settlements with large natural groups.

Wai #	Description
330	Auckland-South Auckland-Waikato claim
1534	Okapu C Block (King) claim
2492	Ngati Mahuta (Hotere) claim

29. Crown officials have also advised that Wai 330 will be covered by the Negotiator's mandate in so far as it relates to hapuu included in the mandate. Wai 330 was settled in so far as it relates to Ngaai Tai and Ngaati Tamaoho in their settlements⁵, and will be settled in so far as it relates to Te Aakitai by their settlement.
30. The Negotiator is continuing to discuss the inclusion in the mandate of Wai 330 with the trustees of Huakina Development Trust.

⁵ Ngāi Tai ki Tāmaki Claims Settlement Act 2018 and Ngāti Tamaoho Claims Settlement Act 2018.

What is the role of Te Whakakitenga o Waikato in this mandate?

31. The proposed Waikato-Tainui Remaining Claims mandate sits with the Negotiator who was appointed by Te Whakakitenga o Waikato in November 2017. Te Whakakitenga o Waikato, through the Waikato-Tainui tribal entity, will support the Negotiator and deliver the process being used to obtain the mandate.
32. Following the mandate information hui (March-May 2019), Te Whakakitenga o Waikato will vote on the proposed Waikato-Tainui Remaining Claims Mandate on 25 May 2019.
33. If the mandate is recognised by the Crown, Te Whakakitenga o Waikato will continue to provide support to the Negotiator in negotiations. Te Whakakitenga o Waikato will manage claimant funding on behalf of Waikato-Tainui. Any claimant funding management policy needs to be approved by Te Whakakitenga o Waikato. The Negotiator will update Te Whakakitenga o Waikato at their respective quarterly meetings in respect of the mandate and negotiations.
34. Waikato-Tainui, including Te Whakakitenga o Waikato, is responsible for ratifying any deed of settlement.

How will West Coast Harbours be represented in this mandate?

35. For negotiation purposes the Crown has indicated that it will seek to negotiate redress over Kaawhia⁶, Whaingaroa and Aotea Harbours in one set of negotiations and over Manukau Harbour⁷ in another. There is however only one mandate being sought to resolve the West Coast Harbours in accordance with this Mandate Strategy Document.
36. The Negotiator will be supported by representatives of harbours hapuu and marae. The hapuu and marae will be responsible for the selection and recommendation of their representatives to Te Whakakitenga o Waikato for ratification.

How can the Negotiator be replaced or removed?

37. The Negotiator is appointed by the Te Whakakitenga tribal parliament for the term of the parliament (3 years) by ordinary resolution in accordance to the rules of Te Whakakitenga o Waikato Incorporated. The rules are attached at *Appendix 10* of this document.
38. In the event of the Negotiator resigning or being unable to continue in the position for any other reason, Te Arataura must propose a new Negotiator be appointed by ordinary resolution in accordance with the rules of Te Whakakitenga o Waikato Incorporated. If a new Negotiator is appointed, Te Arataura must inform the Minister for Treaty of Waitangi Negotiations and the Minister for Maaori Development and seek the transfer of the recognition of the mandate to the new Negotiator.
39. The Negotiator may be removed by special resolution in accordance with the rules of Te Whakakitenga o Waikato Incorporated as if the Negotiator were an officer of Te Whakakitenga o Waikato.

How can hapuu withdraw their claims or include their claims in this proposed mandate?

40. Hapuu can choose to withdraw their claims from this mandate at any time. This has been the position stated by the Negotiator at all engagement hui.
41. The Negotiator and Te Whakakitenga o Waikato are committed to providing a pathway

⁶ With Waikato-Tainui and Maniapoto.

⁷ With Waikato-Tainui and Taamaki groups with interests.

for hapuu of Waikato-Tainui to withdraw from the Remaining Claims mandate if it is recognised by the Crown. Te Whakakitenga o Waikato is developing a process that will be fair and workable for any representatives of hapuu who wish to seek the withdrawal of their claims from the mandate. Te Whakakitenga o Waikato and Crown officials will inform affected Wai claimants and other relevant parties when the withdrawal process has been finalised. The withdrawal process will be included in the Deed of Mandate before submissions are called for.

42. The Negotiator and Te Whakakitenga o Waikato are also committed to providing a formal pathway for hapuu of Waikato-Tainui to include their claims in the Remaining Claims mandate if it is recognised by the Crown, should they decide to do so. Te Whakakitenga o Waikato is also developing a process for this to go into the Deed of Mandate.

How can tribal members of Waikato-Tainui comment on this mandate strategy?

43. If you are a tribal member of Waikato-Tainui and would like to make comment on this strategy or ask a question in relation to it, please contact Terri Hohneck, Settlement Protection & Claims Manager, Waikato-Tainui on 07 858 0400.
44. If you would like to submit your views on this mandate strategy directly to the Crown, please contact the Office for Māori Crown Relations – Te Arawhiti (formerly the Office of Treaty Settlements) on submissions@tearawhiti.govt.nz.

How will this mandate strategy be used?

45. The Office for Māori Crown Relations – Te Arawhiti called for submissions on a draft of this mandate strategy between 1 February and 22 February 2019. 14 submissions were received and the Negotiator revised the mandate strategy in response to these submissions.
46. The Office for Māori Crown Relations – Te Arawhiti will accept submissions on this document until 10 May. Please email your feedback to submissions@tearawhiti.govt.nz. For further information on the submissions process please visit www.tearawhiti.govt.nz/treaty-settlements-ropu/.
47. Following the completion of the information hui and vote of Te Whakakitenga o Waikato set out at Appendix 9, the Negotiator will compile a deed of mandate and present this to the Crown for consideration. The Office for Māori Crown Relations – Te Arawhiti will call for submissions on this document also.

**Appendix 1: Letter Minister for Treaty of Waitangi Negotiations to
Rahui Papa, 1 February 2018**

Hon Andrew Little

Minister of Justice

Minister for Courts

Minister for Treaty of Waitangi Negotiations

Minister Responsible for the NZSIS

Minister Responsible for the GCSB

Minister Responsible for Pike River Re-entry



1 FEB 2018

Rahui Papa
Negotiator
Te Whakakitenga o Waikato

By email: rahuip@tainui.co.nz

Teenaa koe

Waikato-Tainui remaining claims – Statement of Crown position

I write to confirm the Crown's position in relation to the Waikato-Tainui remaining claims 'large natural group' for the purpose of historical Treaty of Waitangi settlements and the scope of mandate required to settle the remaining claims of Waikato-Tainui.

Waikato-Tainui large natural group

In 2012, the Minister for Treaty of Waitangi Negotiations recognised Waikato-Tainui (remaining claims) as a large natural group for the purposes of historical Treaty of Waitangi settlements. The Crown's position then, which I confirm remains unchanged, was that the remaining claims settlement would cover Waikato-Tainui at an iwi-level and encompass all 33 hapuu and the whaanau who make up Waikato-Tainui.

I acknowledge the Crown has recognised 7 Waikato-Tainui hapuu (Ngaai Tai ki Taamaki, Ngaati Tamaoho, Ngaati Koheriki, Ngaati Te Ata, Te Aakitai, Ngaati Korokii Kahukura and Ngaati Hauaa) as large natural groups to negotiate individual settlements outside the wider Waikato-Tainui remaining settlement. Specific circumstances existed at the time which led to the Crown taking that approach, and I do not consider circumstances exist now which justify further settlements at a hapuu level.

The Crown's position is therefore that the remaining claims of the 33 hapuu of Waikato-Tainui will be settled comprehensively as part of a wider iwi-level Waikato-Tainui remaining claims settlement, with the exception of the claims settled or to be settled in the 7 individual settlements noted above.

Scope of the remaining claims settlement

It is my strong desire to see a comprehensive settlement which fully settles the remaining claims of Waikato-Tainui. To achieve this, the mandate to negotiate the remaining claims settlement will need to cover:

- all unsettled Waikato-Tainui 'iwi-level' claims; and
- all claims or parts of claims of Waikato-Tainui hapuu, whaanau and individuals which have not yet been settled in full.

I acknowledge Waikato-Tainui has a well-established tribal governance structure in Te Whakakitenga, and am reluctant to interfere in Waikato-Tainui decision-making processes. Bearing this in mind, the Crown will still need to be assured relevant hapuu, whaanau and individuals have demonstrated sufficient support for a mandate to settle the remaining claims of Waikato-Tainui, before such a mandate is formally recognised by the Crown.

I am encouraged by the recent progress that has been made between Te Whakakitenga and my officials towards a Crown-recognised mandate to settle the Waikato-Tainui remaining claims. Achieving such a mandate will be a significant milestone and I look forward to further progress being made in this regard.

Naaku noa, naa


Hon Andrew Little
Minister for Treaty of Waitangi Negotiations

CC: Taipu Paki, Manager - Implementation, Te Whakakitenga o Waikato – taipu.paki@tainui.co.nz
Terri Hohneck, Settlement Protection Manager, Te Whakakitenga o Waikato – terri.hohneck@tainui.co.nz
Rukumoana Schaafhausen, Chair, Te Arataura – reception@tainui.co.nz
Donna Flavell, Chief Executive Office, Te Whakakitenga – donna.flavell@tainui.co.nz

Appendix 2: List of Hui to Discuss Waikato-Tainui Mandate Issues 2004-2016

TE KAUHANGANUI (NOW TE WHAKAKITENGA) HUI HELD

2005

- 2005-8-20 – Hopuhopu
- 2005-11-20 – Hopuhopu

2012

- 2012-02-12 – Hopuhopu
- 2012-03-31 – Hopuhopu
- 2012-05-26 – Hopuhopu
- 2012-07-28 – Hopuhopu
- 2012-8-25 – Hopuhopu
- 2012-10-27 – Hopuhopu
- 2012-11-25 – Hopuhopu
- 2012-12-09 – Hopuhopu

2013

- 2013-02-16 – Hopuhopu
- 2013-03-23 – Hopuhopu
- 2013-05-25 – Hopuhopu
- 2013-8-11 – Hopuhopu
- 2013-10-05 – Hopuhopu
- 2013-11-17 – Hopuhopu

2014

- 2014-02-23 – Hopuhopu
- 2014-05-17 – Hopuhopu
- 2014-08-02 – Hopuhopu
- 2014-10-05 – Hopuhopu
- 2014-11-23 – Hopuhopu

2015

- 2015-02-21 – Hopuhopu
- 2015-03-22 – Hopuhopu
- 2015-05-16 – Hopuhopu
- 2015-08-01 – Hopuhopu
- 2015-09-26 – Hopuhopu
- 2015-10-11 – Hopuhopu
- 2015-11-14 – Hopuhopu
- 2015-11-29 – Hopuhopu

2016

- 2016-02-28 – Hopuhopu
- 2016-03-08 – Hopuhopu
- 2016-05-14 – Hopuhopu
- 2016-07-23 – Hopuhopu
- 2016-11-12 – Hopuhopu
- 2016-12-10 – Hopuhopu

2017

- 2017-02-19 – Hopuhopu
- 2017-05-13 – Hopuhopu
- 2017-07-08 – Hopuhopu
- 2017-07-22 – Hopuhopu

TE ARATAURA HUI HELD

2017

- 2017-01-27 – Hopuhopu
- 2017-02-08 - Hopuhopu
- 2017-03-03 - Hopuhopu
- 2017-04-28 - Hopuhopu
- 2017-05-25 – Hopuhopu
- 2017-06-30 – Hopuhopu
- 2017-07-28 - Hopuhopu
- 2017-08-09 - Hopuhopu
- 2017-09-29 - Hopuhopu

2016

- 2016-01-29 - Hopuhopu
- 2016-02-09 - Hopuhopu
- 2016-03-31 – Hopuhopu
- 2016-04-29 - Hopuhopu
- 2016-05-27 – Hopuhopu
- 2016-06-24 - Hopuhopu
- 2016-07-29 - Hopuhopu
- 2016-08-26 – Hopuhopu
- 2016-09-30 – Hopuhopu
- 2016-10-28 – Hopuhopu
- 2016-11-25 - Hopuhopu
- 2016-12-15 - Hamilton

2015

- 2015-01-30 – Hopuhopu
- 2015-02-20 – Hopuhopu
- 2015-03-27 – Hopuhopu
- 2015-04-24 – Hopuhopu
- 2015-05-29 – Hopuhopu
- 2015-06-26 – Hopuhopu
- 2015-07-31 – Hopuhopu
- 2015-08-29 – Hopuhopu
- 2015-09-25 – Hopuhopu
- 2015-10-30 - Hopuhopu
- 2015-12-17 - Hamilton

2014

- 2014-01-31 – Hopuhopu
- 2014-02-28 – Hopuhopu
- 2014-03-28 – Hopuhopu
- 2014-04-24 – Hopuhopu
- 2014-05-16 – Hopuhopu
- 2014-06-27 – Hopuhopu
- 2014-07-25 – Hopuhopu
- 2014-09-05 – Hopuhopu
- 2014-09-26 – Hopuhopu
- 2014-10-31 – Hopuhopu
- 2014-12-12 - Hopuhopu

2013

- 2013-01-25 – Hopuhopu

- 2013-02-22 – Hopuhopu
- 2013-03-22 – Hopuhopu
- 2013-04-26 – Hopuhopu
- 2013-05-31 – Hopuhopu
- 2013-06-28 – Hopuhopu
- 2013-07-26 – Hopuhopu
- 2013-08-30 – Hopuhopu
- 2013-09-27 – Hopuhopu
- 2013-10-25 – Hopuhopu
- 2013-11-29 – Hopuhopu
- 2013-12-13 - Hamilton

2012

- 2012-01-20 – Hopuhopu
- 2012-02-24 – Hopuhopu
- 2012-03-30 - Hopuhopu
- 2012-04-27 – Hopuhopu
- 2012 -05-25 – Hopuhopu
- 2012-06-29 – Hopuhopu
- 2012-07-27 – Hopuhopu
- 2012-08-22 – Hopuhopu
- 2012-09-28 – Hopuhopu
- 2012-10-11 – Hopuhopu
- 2012-11-30 – Hopuhopu
- 2012-12-15 – Hopuhopu

OUTSTANDING CLAIMS COMMITTEE HUI (internal) HELD

2012

- 2012-07-13 – Hopuhopu
- 2012-10-17 – Hopuhopu
- 2012-11-14 – Hopuhopu
- 2012-12-05 – Hopuhopu

2013

- 2013-01-16 – Hopuhopu
- 2013-01-17 – Mangere
- 2013-02-13 – Hopuhopu
- 2013-03-06 – Hopuhopu
- 2013-04-16 – Hopuhopu
- 2013-05-15 – Hopuhopu
- 2013-06-12 – Hopuhopu
- 2013-07-19 – Hopuhopu
- 2013-08-16 – Hopuhopu
- 2013-09-13 – Hopuhopu
- 2013-10-18 – Auckland
- 2013-11-15 – Hopuhopu

2014

- 2014-02-14 – Hamilton
- 2014-04-17 – Hamilton
- 2014-06-20 – Hamilton
- 2014-10-10 – Hamilton

2015

- 2015-08-18 – Manu Koorero
- 2015-07-20 – Hamilton

NGAA MARAE TOOPU HUI HELD

- 2014-04-06 – Hopuhopu

POUKAI ATTENDANCE

2014

- 2014-03-11 – Rakaunui Marae
- 2014-03-12 – Waipapa Marae
- 2014-03-13 – Maketu Marae
- 2014-03-14 – Ookapu Marae
- 2014-03-18 – Tuurangawaewae Marae
- 2014-04-10 – Papa-o-Rotu Marae
- 2014-11-24 Te Awamarahi Marae
- 2014-12-06 Waikare Marae

2015

- 2015-02-07 Taniwha Marae
- 2015-02-28 Maurea Marae
- 2015-08-28 Whaataapaka Marae
- 2015-11-24 Te Awamarahi Marae
- 2015-12-05 Waikare Marae
- 2015-12-12 Rereteewhioi Marae

2016

- 2016-02-06 Taniwha Marae
- 2016-02-27 Maurea Marae
- 2016-11-24 Te Awamarahi Marae
- 2016-12-03 Waikare Marae
- 2016-12-10 Rereteewhioi Marae

2017

- 2017-02-04 Taniwha Marae
- 2017-02-11 Hukanui Marae
- 2017-02-18 Maurea Marae
- 2017-03-04 Poutuu Marae
- 2017-03-09 Ngaa Rauna Marae
- 2017-03-09 Paraawera Marae
- 2017-03-10 Owairaka Marae
- 2017-03-11 Rakaunui Marae
- 2017-03-12 Waipapa Marae
- 2017-03-13 Maketu Marae
- 2017-03-14 Okapu Marae
- 2017-03-17 Turangawaewae Marae
- 2017-03-25 Marokopa Marae
- 2017-04-01 Huria Marae
- 2017-04-10 Te Papaorotu Marae
- 2017-04-16 Ngaa Tai e Rua Marae
- 2017-04-25 Tainui-a-Whiro Marae
- 2017-05-23 Ngati Pikiiao Marae
- 2017-06-18 Poohara Marae

OTHER WAIKATO-TAINUI TRIBAL HUI HELD

Taamaki Collective

- 2013-12-12 - Auckland

Relativity Mechanism Hui and Wider Claims

- 2013-01-16 – Auckland (Puukaki Marae)
- 2013-01-17 – Port Waikato (Te Awamarahi Marae)
- 2013-01-23 – Kaaraapiro (Te Manawa o Matariki)
- 2013-01-24 – Paaraawera (Paaraawera Marae)
- 2013-01-30 – Kaawhia (Maketuu Marae)
- 2013-01-31 – Waitetuna Valley (Aramiro Marae)
- 2013-02-12 – Hamilton (Rauawaawa Offices)
- 2013-02-13 – Huntly (Waahi Paa)

Miscellaneous

- 2014-08-07 – Auckland
- 2015-10-30 – Auckland
- 2015-10-10 – Te Puaha

Te Kawerau a Maki

- 2012-09-03 Auckland
- 2015-04-09 Auckland
- 2015-05-29 Auckland
- 2015-07-29 Auckland
- 2015-09-18 Auckland
- 2016-04-03 Auckland
- 2016-11-15 Auckland
- 2017-02-15 Auckland
- 2017-02-23 Auckland
- 2017-02-28 Hamilton

HUI HELD WITH AFFILIATED HAPUU/CLAIMANT GROUPS

Ngaati Koheriki

- 2005-03-21 – Unknown
- 2009-07-27 – Wellington
- 2013-10-10 – Wellington
- 2013-10-24 – Hamilton
- 2014-05-05 – Wellington

Ngai Tai

- 2012-09-03 – Auckland
- 2014-11-23 – Taupiri

Ngaati Te Ata

- 2012-12-17 – Waiuku
- 2013-08-07 – Auckland

Ngaati Tamaoho

2012

- 2012-09-03 – Manukau
- 2012-10-18 – Manukau

2013

- 2013-03-21 – Manukau
- 2013-04-04 – Manukau
- 2013-05-14 – Manukau

- 2013-06-19 – Pukekohe
- 2013-07-09 – Hamilton
- 2013-10-24 – Hamilton

2014

- 2014-01-28 – Onehunga
- 2014-02-10 – Hamilton
- 2014-03-31 – Te Kauwhata
- 2014-05-07 – Hopuhopu
- 2014-06-25 – Onehunga
- 2014-08-02 – Hamilton
- 2014-08-21 – Manukau
- 2014-10-06 – Hopuhopu
- 2014-10-15 – Manukau
- 2014-10-24 – Te Kauwhata
- 2014-10-31 – Te Kauwhata
- 2014-11-23 – Hopuhopu

2015

- 2015-02-11 – Taupiri
- 2015-05-29 – Manukau

Te Aakitai

2012

- 2012-09-04 – Auckland
- 2012-11-28 – Auckland

2013

- 2013-03-05 – Puukaki
- 2013-05-14 – Auckland

2016

- 2016-12-10 – Auckland

Huakina

2013

- 2013-06-28 – Pukekohe
- 2013-11-29 – Hamilton
- 2013-12-02 – Pukekohe

2014

- 2014-02-18 – Pukekohe
- 2014-02-27 – Hopuhopu
- 2014-03-20 – Pukekohe
- 2014-04-10 – Hamilton
- 2014-08-14 – Pukekohe
- 2014-12-15 – Pukekohe

2015

- 2015-02-27 – Pukekohe
- 2015-08-18 – Hopuhopu
- 2015-10-02 – Pukekohe
- 2015-11-03 – Pukekohe
- 2015-11-04 – Hamilton
- 2015-12-08 – Mangere

2016

- 2016-03-31 – Pukekohe
- 2016-04-05 – Hamilton

- 2016-06-07 – Pukekohe
- 2016-06-16 – Pukekohe
- 2016-08-16 – Hopuhopu

2017

- 2017-07-20 – Pukekohe

Ngaati Amaru

- 2014-07-30 – Pukekohe

West Coast Harbours

2017

- 2017-02-18 - Mootakotako
- 2017-04-25 - Hopuhopu

2016

- 2016-03-06 – Poihakena Marae

2015

- 2015-03-12 – Maketuu Marae
- 2015-06-22 – Taharoa
- 2015-07-29 – Ngaati Te Wehi – Ngaaruawahia
- 2015-11-02 – Tamainupo – Hamilton
- 2015-12-02 – Ngaati Mahanga – Hamilton
- 2015-12-06 – Waingaro Marae

2014

- 2014-02-03 – Kaawhia – Te Maika
- 2014-07-04 – Hopuhopu
- 2014-04-10 – Te Papa o Rotu Marae
- 2014-09-08 – Hamilton
- 2014-09-18 – Hamilton
- 2014-11-15 – Waipapa Marae

2013

- 2013-04-06 – Okaapu Marae
- 2013-10-19 – Poihakena Marae

2012

- 2012-05-18 – Poihakena Marae

HUI HELD WITH CROWN

2016

- 2016-06-03 – Hamilton
- 2016-07-15 – Hamilton

2015

- 2015-09-24 – Wellington

2013

- 2013-04-08 – Hamilton

2011

- 2011-04-07 – Hamilton
- 2011-10-18 – Hamilton

2009

- 2009-05-09 – Auckland
- 2009-09-04 – Auckland
- 2009-10-06 – Auckland
- 2009-10-10 – Auckland

2005

- 2005-08-02 – Hopuhopu
- 2005-11-24 – Hopuhopu

KIINGITANGA ACCORD - RELATIONSHIP FORUM

2017

- 2017-05-17 - Wellington

2016

- 2016-07-26 - Hopuhopu

2013

- 2013-07-05 - Auckland

2012

- 2012-08-23 – Hopuhopu

2011

- 2011-05-04 - Wellington

2010

- 2010-03-19 - Hopuhopu

2009

- 2009-02-20 - Hopuhopu

Appendix 3: List of Hui to Discuss Waikato-Tainui Mandate Issues November 2017-2018

MARAE/HAPUU ENGAGEMENT

1 Sep 17	Ngaati Mahuta Oati Signing
13 Dec 17	Ngaati Hikairo
7 Feb 18	Ngaati Te Wehi
13 Feb 18	Kaawhia Harbour
14 Feb 18	Aotea Harbour
14 Feb 18	Ngaati Te Wehi
15 Feb 18	Whaingaroa Harbour
16 Feb 18	Ngaati Paoa Oati Signing
28 Feb 18	Te Akitai
4 Mar 18	Motakotako Marae
8 Mar 18	Maniapoto Oati Signing
21 Mar 18	Ngaati Te Ata
22 Mar 18	Ngaati Mahuta
29 Mar 18	Ngaati Hikairo
4 Apr 18	Ngaati Mahanga
11 Apr 18	Te Puuaha (Tuakau)
14 May 18	Manukau Engagement Hui
15 May 18	Whaingaroa Engagement Hui
16 May 18	Kaawhia Engagement Hui
17 May 18	Aotea Engagement Hui
27 May 18	Hui-aa-iwi (all WT marae)
17 Apr 18	Ngaati Te Wehi Oati Signing
8 May 18	Ngaati Wairere
18 May 18	Te Aakaitai

POUKAI ATTENDANCE

24 Feb 18	Maurea Marae
9 Mar 18	Paraawera Marae
10 Mar 18	Aotearoa Marae
11 Mar 18	Rakanui Marae
12 Mar 18	Waipapa Marae
13 Mar 18	Maketu Marae
14 Mar 18	Okapu Marae

18 Mar 18 Turangawaewae
24 Mar 18 Marokopa Marae
25 Mar 18 Oparure Marae
10 Apr 18 Te Papaorotu Marae
25 Apr 18 Tainuiawhiro Marae
23 May 18 Taheke Marae

NGAA MARAE TOOPU HUI

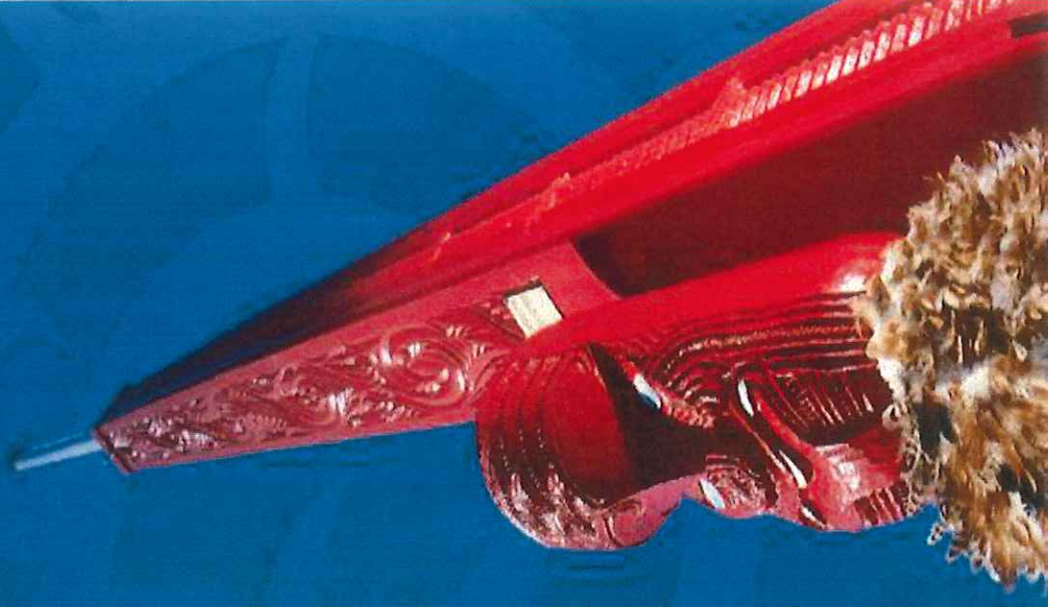
14 Dec 17 Hopuhopu
12 Feb 18 Horahora Marae
1 May 18 Hopuhopu

Appendix 4: February 2018 Engagement Presentation

Whaingaroa Moana Aotea Whenua Kaawhia Tangata

West Coast Harbours Engagement Hui – February 2018

TAI NUI
WAIKATO



Overview

1. Background to the Wai 30 claim
2. Waikato-Tainui outstanding claims mandate
3. Negotiator role and obligations
4. Crown's comprehensive claims policy
5. WAKA framework for collaboration
6. Moving forward together – 'Oati'

Ngaa koorero tuku iho

Wai 30



Ngaa koorero tuku iho



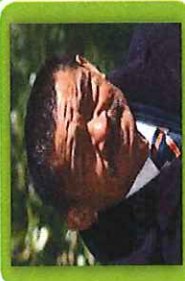
1946 Waikato Maniapoto Settlement

- Established TMTB
- Monies in perpetuity



1987 Claim Filed – Wai.30

- 1989 Coal Corp Case
- 1992/94 Return of Hopuhopu and Te Rapa



1992 Fisheries Settlement

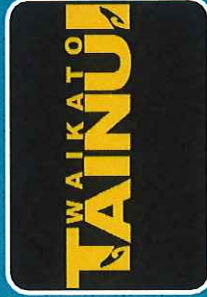
- Quota distribution
- Coastline + Population

Ngaa koorero tuku iho



1995 Waikato Raupatu Settlement

- I riro whenua atu me hoki whenua mai
- Ko te moni hei utu mo te hara
- Outstanding Claims



2004 Aquaculture Settlement

- Aquaculture Space
- Cash Equivalent



2010 Waikato Raupatu "River" Settlement

- Mana o te Awa
- Mana Whakahaere
- Tooku awa koiora – future generations

Wai 30 – outstanding claims

Tamaaki – Manukau Harbour, Maioro & East Wairoa Landblocks

West Coast Harbours – Whaingaroa, Aotea & Kaawhia

Hapuu Claims – Opportunity to bring under tribal umbrella

Waikato-Tainui outstanding claims mandate

2004

Te Kauhanganui confers Waikato-Tainui mandate to negotiate and settle Wai 30 outstanding claims

2005

By resolution, Te Kauhanganui re-confirms mandate

2005 - 2010

Priority was to negotiate the Waikato River Deed of Settlement (2009)

2012

Te Kauhanganui appoints a Negotiator to oversee claims issues and resolve remaining Wai 30 outstanding claims

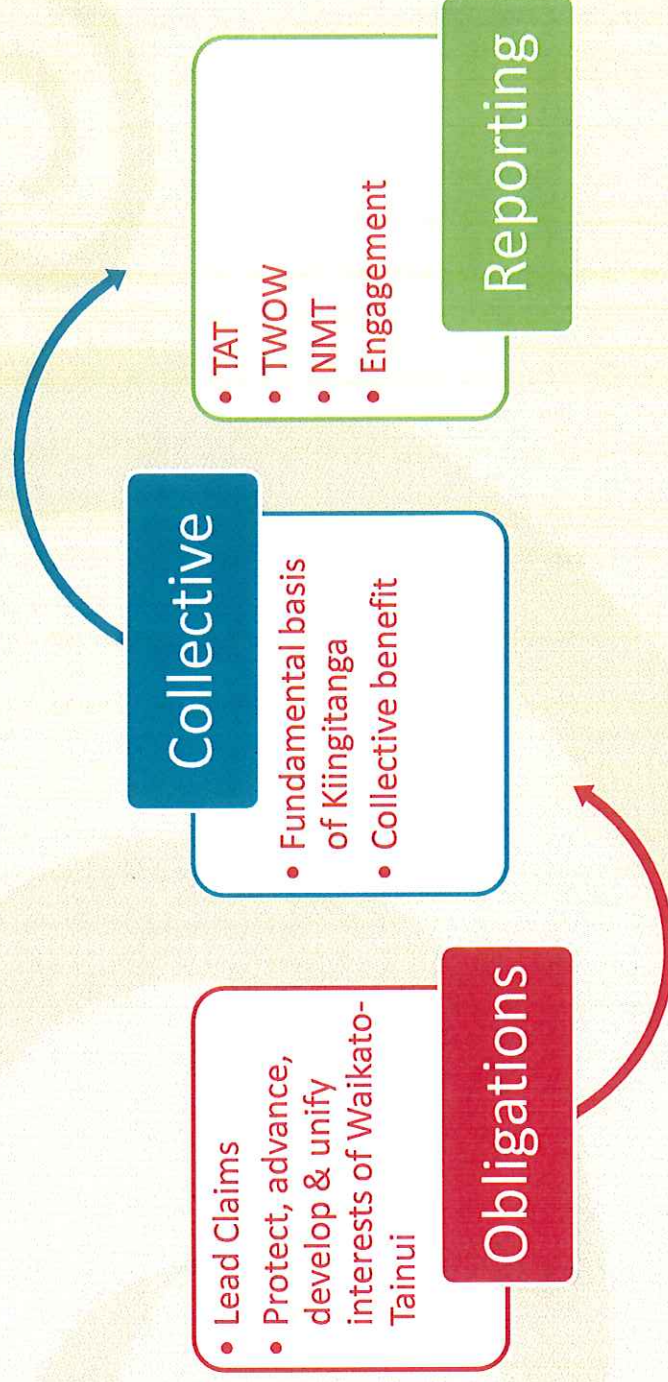
2013 - 2015

Negotiator re-appointed

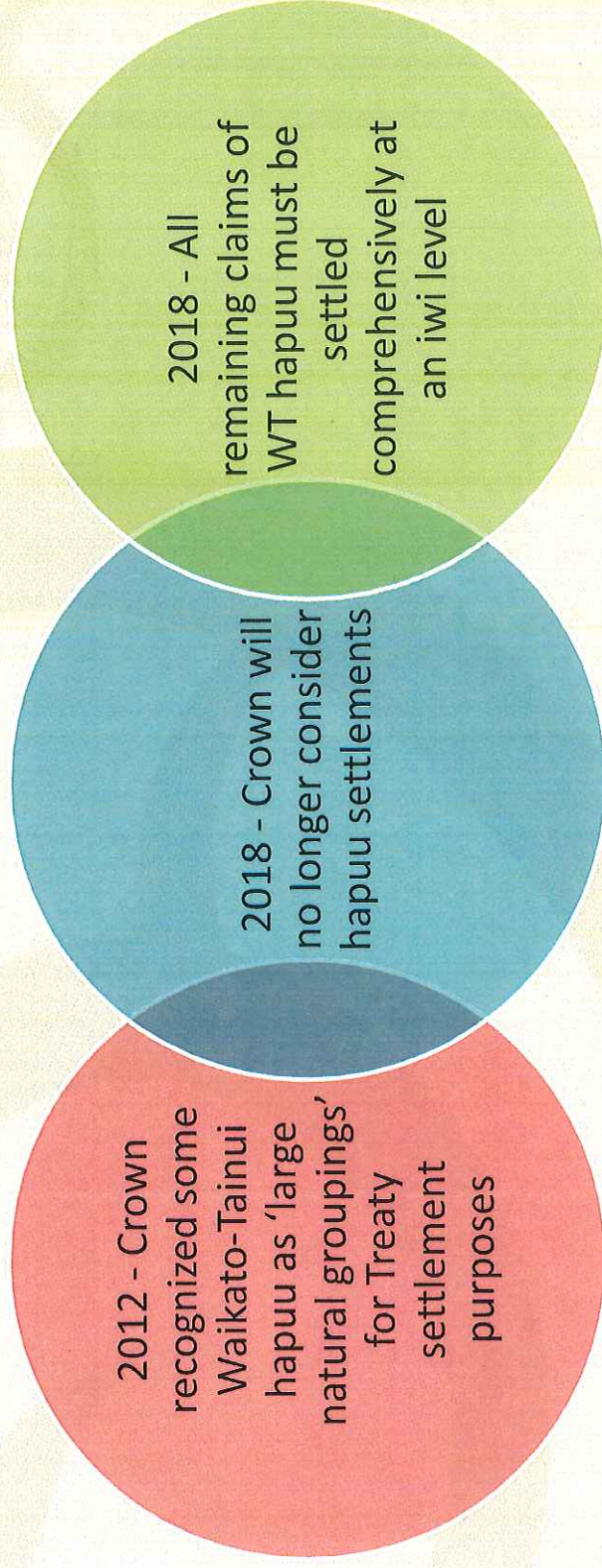
2017

New Negotiator appointed to settle outstanding Wai 30 claims

Negotiator Role

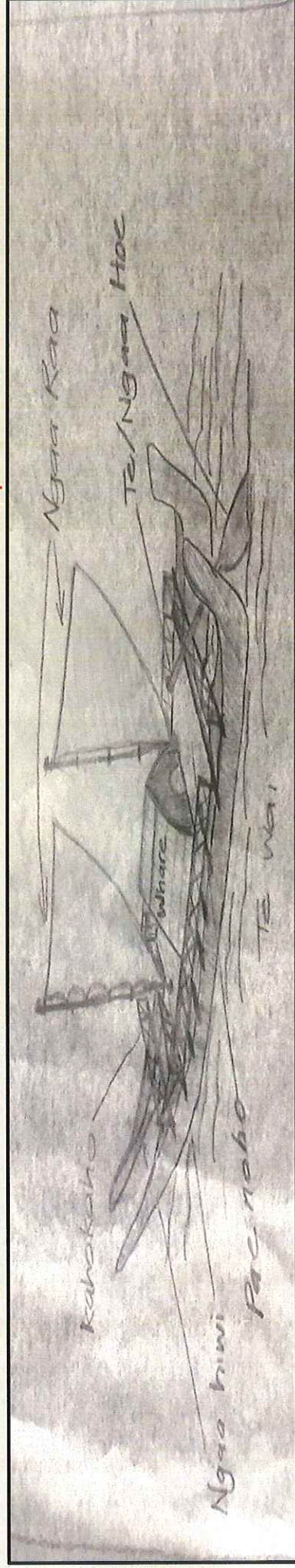


Crown's comprehensive claims policy



WAKA framework for collaboration

Te Waahanga	Representative of	Measure
Wai	Ngaa maataapono o te Kiingitanga	Communication
Ngaa Hiwi	Coastal hapuu & Inland hapuu	Kotahitanga
Te Pae	Common vision & common ground	Collective aspirations
Whare Runanga	Place of deliberation	Collective achievements
Ngaa Hoe	Contribution and input to kaupapa	Working and contributing together
Ngaa Raa	Engaging with external influences to create opportunities	Support to engage with external entities
Kahokaho	Protection & inclusion	Confidence in development and promotion of initiatives



Moving forward together

‘Oati’

Pledge of
commitment and
assurance to
advance and
develop a
relationship of
good faith.

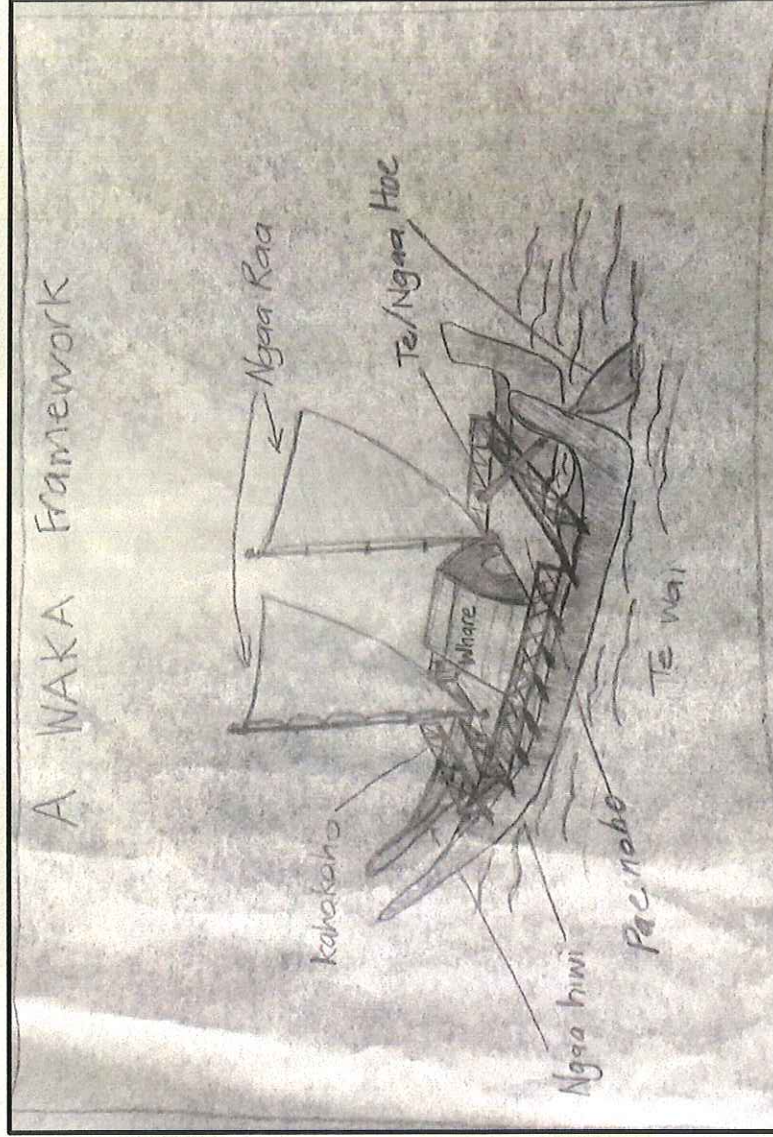
Underpinned by
the values and
principles of
Kiatinganga.

He whakapuumanau
i ngaa
maataapono o te
Kiatinganga.

Understanding
and advancing the
aspirations of both
parties.

Working
collaboratively to
achieve a desired
settlement
outcome.

Paatai



Appendix 5: February 2018 Engagement Key Themes and Outcomes



Waikato-Tainui West Coast Harbours Engagement Hui Key Themes and Discussion Points



Recently, on the 13th, 14th and 15th of February we held our first set of Engagement Hui with the West Coast Harbours marae whaanau, hapuu and claimants and our newly appointed Negotiator Rahui Papa. The purpose of these hui was to give an initial overview of the Treaty settlement landscape, touch base with the West Coast Harbours whaanau and discuss a possible way forward together to resolve outstanding Treaty grievances and reach a just settlement.

The key messages that came out of these hui are as follows:

- Recognition of mana throughout the process and as an overall settlement aspiration is a priority;
- Harbours whaanau must be included in the process;
- We must agree on our collective outcomes;
- We must agree on our individual outcomes; and
- Communication between us is key.

As follows is an overview of the key themes and discussion points that arose from each of the three hui.

Kaawhia Engagement Hui – Tuesday 13th February 2018 – Tainui Group Holdings

- A question was posed; Is there a coastal perspective within the Claims Team and/or the organisation?
 - There is no one from the Coast within the Settlement Protection and Claims Team itself, but there are many staff across the organisation who whakapapa to various Coastal Marae.

- The focus is on how we engage with our whaanau on the Coast and how we capture the Coastal perspective which is integral. It is also about how we ensure that the Coastal perspective is maintained throughout the entire process.
- The role of the team is to provide a settlement opportunity and therefore such a settlement must be reflective of the needs and aspirations of the people.
- A cautionary note was made regarding those who want to pursue their claims separate to the iwi. It was suggested that the team remove the word “*all*” from any proposed mandate document so that any groups who want to ‘go alone’ are not captured in any legal settlement framework.
- A request was made for a copy of the Minister’s letter to the Waikato-Tainui Negotiator (letter of 1st February 2018) outlining the Crown’s current treaty settlement policy.
 - Te Ara Taura and Te Whakakitenga o Waikato need to view the letter in the first instance before the letter can be distributed to others.
 - The Office of Treaty Settlements (OTS) intends to send a separate letter to all claimants (within Waikato-Tainui) re-iterating and explaining their policy, therefore, our claimant whaanau should receive the same information in this letter.
 - The team are still in discussions with OTS regarding the scope of the mandate.
- A statement was made in terms of the need for better communication, particularly around engagement hui and the like. The team acknowledges that better communication will be a priority moving forward.



Aotea Engagement Hui – Wednesday 14th February 2018 – Novotel Tainui (Hamilton)

- How will the Large Natural Grouping (LNG) policy play out and/or work for the settlement of the Harbours claims?
 - The LNG policy is the Crowns’ approach to resolving Treaty claims. This means that outstanding claims must be settled comprehensively at an iwi level and therefore collaboratively with our marae, hapuu and claimants.
- What opportunities came out of the River Settlement that we may be able to incorporate into a Harbours settlement?

- A potential Harbours settlement will need to be unique and meet the needs and aspirations of the people. It is always beneficial to look to other settlement models for examples, but not to duplicate what we already have within existing settlements.
- Identifying the Harbours key issues and the aspirations will be essential to developing an appropriate and unique Harbours settlement model.
- It was acknowledged that political leverage is one advantage of working together to resolve Treaty claims.
- Support was given from a representative of Ngaati Whaawhaakia ki Aotea, and they expressed that they would like to be “on the waka”.
- The issues surrounding the Maui Dolphin were raised and discussed. The Maui Dolphin is renown as a tupua and a kaitiaki. The Maui Dolphin is on the verge of extinction and in urgent need of attention and conservation. This issue needs to be brought to the attention of the Crown and key Ministers.
 - It was noted that the team will raise these issues with the relevant Ministers through the existing Waikato-Tainui Accords to discuss and develop some protection mechanisms. The team will liaise with Davis Apiti in relation to these issues.
- Ngaati Te Wehi extended an invitation to the team to visit sites of significance in and around the Aotea Harbour. The team will liaise with Ngaati Te Wehi to arrange this.
- Papatapu Marae, Te Tihi o Moerangi and Motakotako Marae have requested that the team meet with them in the near future to further discuss the kaupapa raised in the presentation.
 - The team will contact these Marae directly to arrange a date and time to meet.



Whaingaroa Engagement Hui – Thursday 15th February 2018 – Distinction Hotel, Hamilton

- A question was put to the floor; what is the “end game” for the Harbours whaanau? Various answers/ideas were put forward and discussed:
 - The development of the people, and developments on the coast are the key aspirations.

- The ultimate goal is to hold the Crown accountable for all Treaty breaches, and negotiate a just settlement of claims.
- The end game is kotahitanga, but before we pursue this, we (the Harbours whaanau) need to talk amongst ourselves in the first instance and then come back to the iwi to look at a way to move forward.
- A statement was made in support of working with Waikato-Tainui and the benefit of political leverage for Harbours marae and hapuu. A point was raised about how hard it is to work in silos, and gain traction for important issues in this way.
- A statement was made that each Harbour has its own history, its own significant events, its own unique grievances, and this means that the best people to negotiate any settlement are the Harbours people themselves. The whakataukii was referred to; 'He whaa taawhara ki uta, he kiko taamure ki tai'. Mistrust (between the Harbours people and Waikato-Tainui) was rife in the past, and to an extent still exists today.
 - This is an issue that the Negotiator has identified as a priority issue moving forward, and one that needs to be addressed together. It was acknowledged that many things have happened in the past which has led to mistrust between the people and the iwi. This cannot be changed, but can be worked through moving forward. There is now a new Negotiator, and a desire to move forward collaboratively and together.
- An idea was put forward about a possible 'shadowing' programme whereby individuals from the Harbours work within the different teams (historical research, communication, environment, claims etc) to provide input and gain understanding (and vice-versa) and to also build relationships.
 - This is a good idea, and will be discussed further with the team around how it could work, and what further consultation might be needed.
- A question was posed as to how the current mandate (as discussed in the presentation) is reflective/representative of a 'Harbours mandate'.
 - It was explained that the TWOW mandate is inclusive of those coastal marae that are represented on TWOW, and give mandate on behalf of their marae. Furthermore, the engagement process has only just begun, and through this process we will be working together to reach a joint agreement as to how we will move forward to settle all outstanding claims.
- A question was posed in relation to a possible resolution that may have been passed at a meeting of Te Kauhanganui some years ago, conferring authority to Ngaa Tai o te Uru (NTOTU) to resolve their issues themselves – if this was indeed a resolution passed, and if so, where does this now sit?
 - It is believed (by the Negotiator and those of the team present at that particular meeting) that a discussion took place to this effect, but a resolution was not passed.

The team however will look into this further to confirm whether or not a resolution was passed, and if so what the resolution was.

- An acknowledgment was made in regards to the benefits that have come, and that have been felt from the Waikato Raupatu, and River settlements for the Harbours marae and hapuu.
- A point was raised in relation to the WAKA framework, and that Kiingitanga representing 'ngaa wai' does not necessarily sit well with everybody as not all marae/hapuu are supportive of Kiingitanga. In terms of 'ngaa wai' a more appropriate comparison may be made with Tangaroa and in accordance with ngaa Atua Maaori.
- It was acknowledged that Waikato-Tainui filed a Marine and Coastal Areas (Taukuta Moana) Application which covers the entire coast line from Harihari (in the south) to the Manukau Harbour in the north. A point was made that this was not representative of the Harbour's marae/hapuu and there are questions around why the iwi did this/the intention of filing this application "over the top" of these groupings and the justification for this.
 - It was explained that this application was made on behalf of those groups who were not able to make a claim (for one reason or another) and would therefore still be covered and represented in the MACA process. For those hapuu along the Coast that were able to submit a claim in this process, it was made clear at the time that these would be supported by the iwi and would not circumvent their claim in any way at all.
- A question was raised as to how coastal marae that are not currently TWOW marae, will participate and be included in the process and in the post-settlement phase.
 - As a preliminary means, these marae are invited to join Ngaa Marae Toopu. Our team in this process will include these marae and hapuu in the overall claims process – these marae will definitely not be precluded, and this issue is a key consideration which will also be discussed and determined with further engagement in the near future. The team is happy to meet individually to discuss any of these issues.
- A question was posed; what does Waikato-Tainui ask of us (this forum) tonight?
 - The team welcomes this engagement hui as an opportunity to inform the Harbours whaanau generally about the key claims kaupapa, and as a preliminary start to a discussion.
- The Harbours whaanau have asked for time to go away and talk amongst themselves about these kaupapa, and the different discussions that took place, in a process underpinned and guided by tikanga, and will then come back to talk further about moving forward.
 - The Negotiator has offered resourcing for these hui, and has asked that the whaanau go away and think about what type of resourcing and support they would like from the team.

Next Steps

The Negotiator alongside the team will be attending the Poukai Rounds in March, and intend to hold a collective engagement hui in April. In the meantime, we welcome any invites to meet individually to discuss any claims issues or matters that you may have. E mihi kau ana ki a koutou i tae mai ki ngaa hui i ou whakaaro, koorero katoa i wharikingia.

Tukuna mai ngaa paatai katoa ki a Terri Hohneck – Settlement Protection & Claims Manager.

Terri.Hohneck@tainui.co.nz

Appendix 6: May 2018 Engagement Paanui, Presentation and Key Themes



WAIKATO-TAINUI OUTSTANDING CLAIMS MARAE ENGAGEMENT HUI

*Puurea mai raa e ngaa hau e whaa
Horoia mai raa e ngaa tai e rua
Maringi mai raa te wairua o ngaa maatua tuupuna
Oho mai raa ngaa uri o ngaa rau taniwha
Matika, maranga!*

The Waikato-Tainui Negotiator Rahui Papa, alongside the Settlement Protection and Claims Team will be holding a round of Engagement Hui with our marae whaanau in May 2018 followed by a Hui-aa-Iwi to discuss the Waikato-Tainui mandate to negotiate all outstanding claims and any claims related matters. The dates and venues are set out below.

The Te Arataura Chair, Rukumoana Schaafhausen will also be in attendance at the Engagement Hui to answer any tribal related questions.

**1. RES NATHAN HOMESTEAD
MEETING ROOM
70 Hill Road, Manurewa
Monday May 14th
6pm – 8pm**


**2. RAGLAN HALL
Bow Street, Raglan
Tuesday May 15th
6pm – 8pm**

**3. KAAWHIA HOTEL
811/849 Pouewe Street, Kawhia
Wednesday May 16th
6pm – 8pm**

**4. TAINUI-GROUP HOLDINGS
Bryce Street, Hamilton
Thursday May 17th
6pm – 8pm**

**5. HUI AA IWI
The Chambers, Hopuhopu
Sunday May 27th
6pm – 8pm**

Should you have any questions, please contact Terri Hohneck on (07) 8580417, or email terri.hohneck@tainui.co.nz



Waikato-Tainui Outstanding Claims Mārae Engagement Hui 14 May – 17 May 2018



Overview

1. Background to the Wai 30 claim
2. Engagement to date
3. Video Presentation
4. Settlement Aspirations – Ngāa Tohu/Sign Posts
5. Waikato-Tainui Mandate
6. Timeframes
7. Frequently asked questions

Background to Wai 30

Waikato-Tainui lands

(including the Maioro & East Wairoa land blocks & confiscated lands (Waikato Raupatu Settlement 1995))

West Coast Harbours

(being Kaawhia, Whaingaroa, Aotea and Manukau Harbours)

**Wai.30
filed in 1987**

Waikato River

(Waikato Raupatu River Settlement 2010)

Offshore fisheries

(1992 Fisheries Settlement)

Wai 30 – Outstanding Claims

Tamaaki – Manukau Harbour, Maioro & East
Wairoa Landblocks

West Coast Harbours – Whaingaroa, Aotea &
Kaawhia Harbours

Remaining Waikato Claims – Opportunity to bring
under tribal umbrella or seek own mandate

Engagement to date

NOVEMBER 2017 – MAY 2018

- 13th -15th Feb 2018 – West Coast Harbours Engagement Hui (Whaingaroa, Aotea, Kaawhia)
- 14th-17th May 2018 – Marae Engagement Hui (Taamaki, Whaingaroa, Aotea, Kaawhia, Hui-a-Iwi)
- 26 Hapuu/Marae engagements
- 11 Poukai
- 9 Crown engagements

Engagement to date

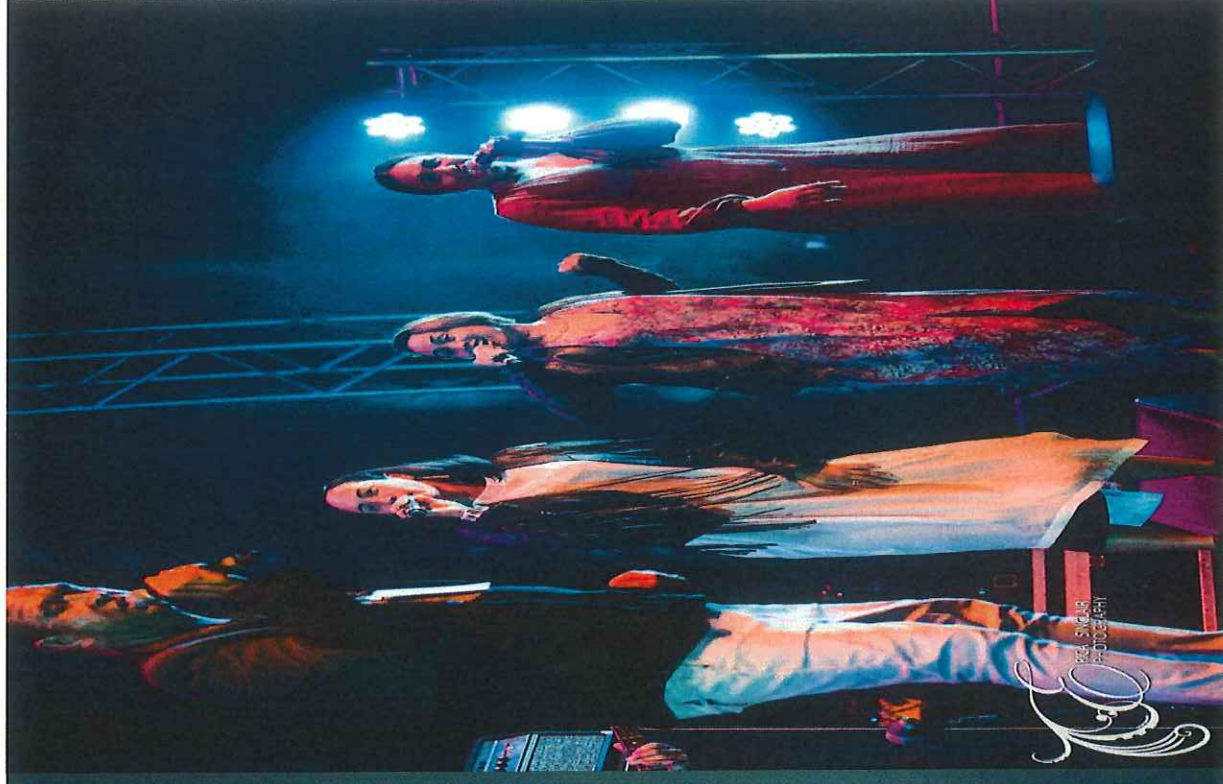
KEY KAUPAPA

- Engagement to date part of an internal process (not a Crown process) with all Marae & Hapuu.
- Context/background
- Waikato-Tainui Outstanding Claims
- Crown's Large Natural Grouping Policy
- Waikato-Tainui Mandate Position
- Crowns "*Remaining Waikato-Tainui Claims*"
- Collaboration/WAKA Hourua framework
- Settlement Aspirations

Settlement Aspirations

NGAA TOHU WHAI RAWA

- ▶ Business Development Opportunities
- ▶ Tourism Initiatives
- ▶ Investment & Economic Opportunities



[illegible]

Settlement Aspirations

NGAA TOHU TAI AO

- ▶ Climate Change Issues
- ▶ Employment & Training
- ▶ Research & Education
- ▶ Kai Moana Restoration Initiatives
- ▶ Strong Environmental Protection Mechanisms



Settlement Aspirations

NGAA TOHU HAPORI

- ▶ Digital and Technological Advancement
- ▶ Re-invigorate Communities

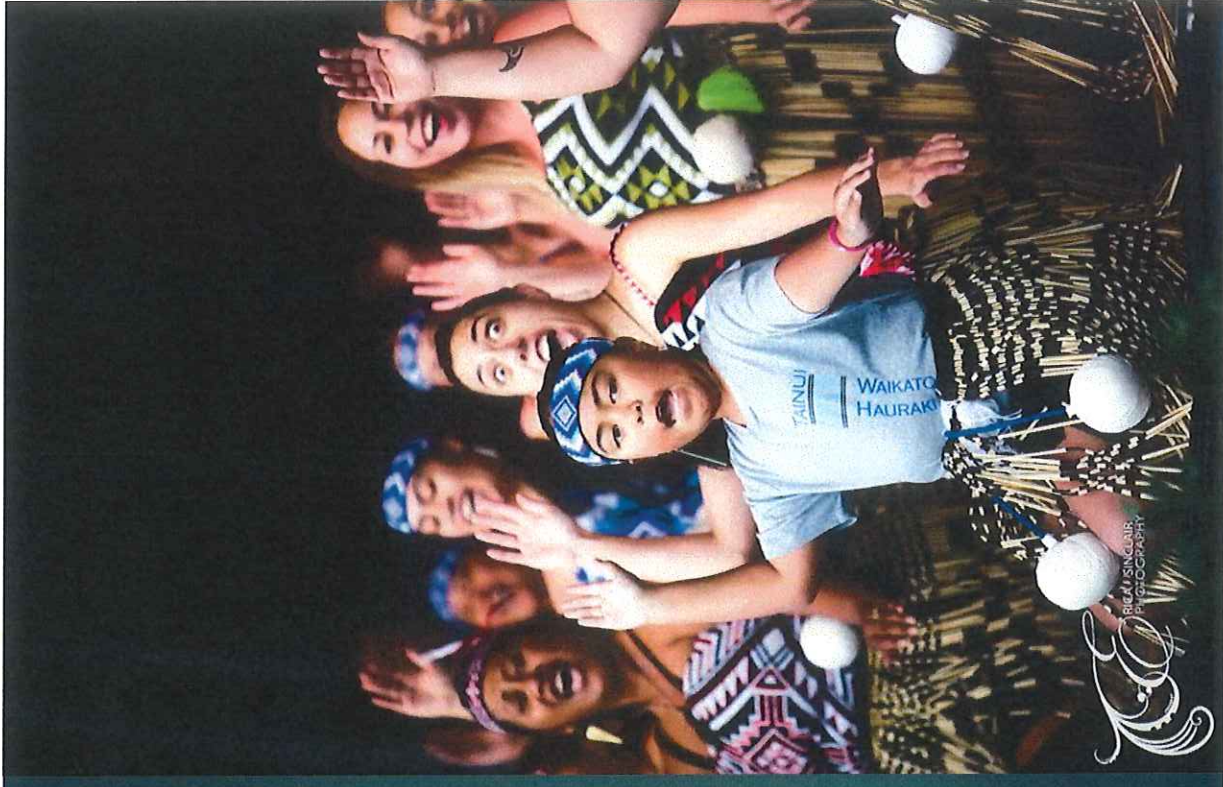


TEJA SINGH
PHOTOGRAPHY

Settlement Aspirations

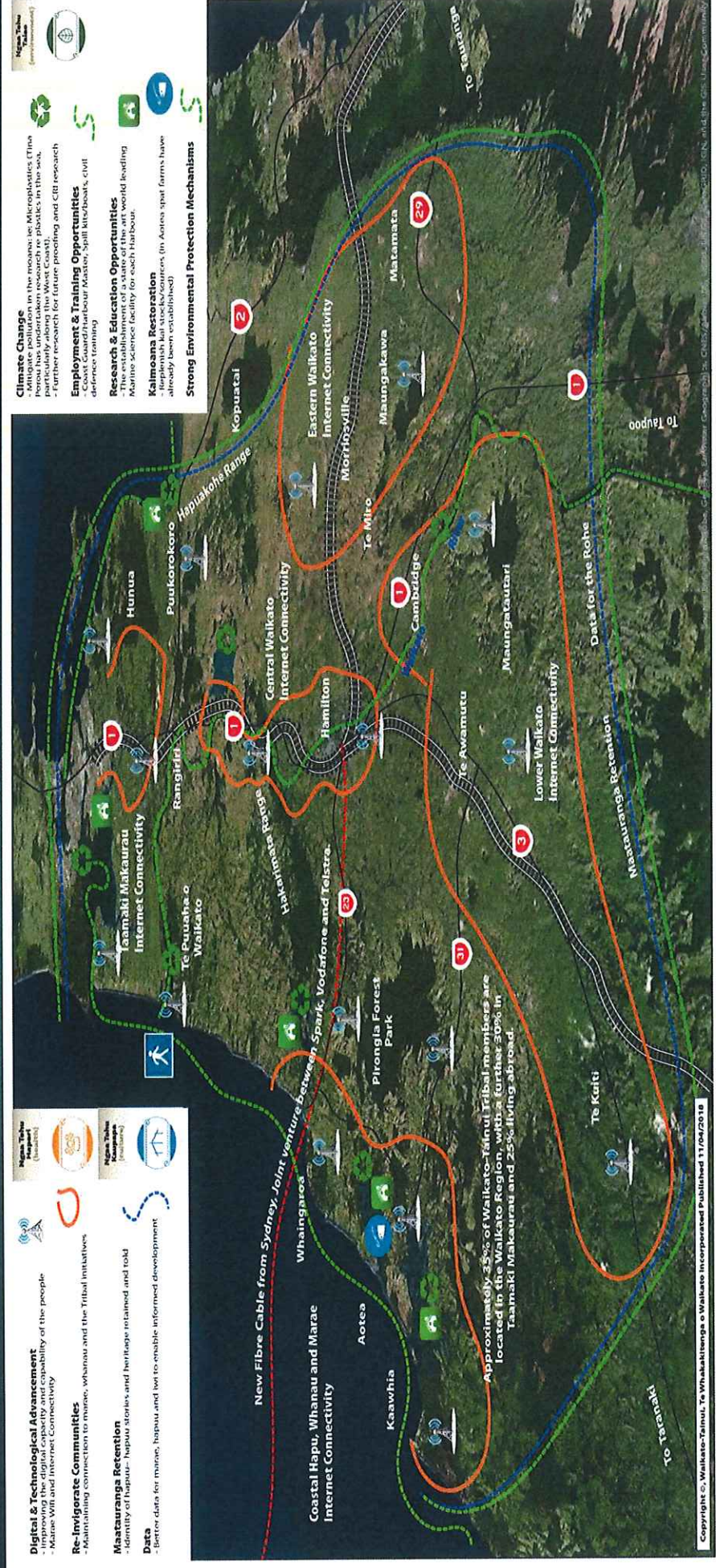
NGAA TOHU KAUPAPA

- ▶ Maatauranga Retention at Marae & Hapu level
- ▶ Data & Information



Settlement Aspirations

NGAA TOHU TAI AO, HAPORI KAUPAPA



Settlement Aspirations

NGAA MAHI TONU

- Upholding Kiingitanga values in
the
negotiations and settlement of
Waikato-Tainui outstanding claims



CLAIR
RAPHY



Waikato-Tainui Mandate

- ▶ Crowns Large Natural Groupings policy for all historical treaty claims.
- ▶ 94+ claims identified by the Crown as “*Waikato-Tainui remaining claims*”.
- ▶ The Waikato-Tainui position – Te Whakakitenga o Waikato has the mandate for Wai 30 & any Wai claims confirmed through Oati ie: Ngaati Mahuta and Ngaati Te Wehi.
- ▶ Formal Crown mandate process to follow.



Timeframes

- ▶ Confirm the scope of the Waikato-Tainui mandate by June 16th 2018
- ▶ Achieve a Crown recognised mandate by August-September 2018
- ▶ Terms of Negotiations, December 2018
- ▶ Negotiations, 2019
- ▶ Agreement in Principle, 2020



Frequently Asked Questions

- ▶ Q. What will the PSGE model look like, and how does this reflect our needs as a Hapuu?
- ▶ A. If it follows the crown policy of an LNG then the PSGE for the claim will be Te Whakakitenga o Waikato. But the intention is not to repeat what we did in 1995 or 2008 but rather create a model that builds the capabilities of our marae and hapuu who are then charged with delivering the settlement redress and outcomes. Further discussion and the development of potential settlement model options is required at a later stage.
- ▶ Q. How will the Crown deal with groups that do not wish to come under the Waikato-Tainui mandate?
- ▶ A. We don't know how the crown will deal with them. What we do know is that the Minister has made a commitment to resolving Wai 30 and any other claims that come under the LNG and it is our intention to test this commitment in June 2018.



Frequently Asked Questions

- ▶ **Q. Why cant we get what NKK, Hauaa & the Taamaki Hapuu have?**
- ▶ A. the crown process dictates that this cant happen at the present time, and has been the crowns position since 2012. But in saying that, a goal for the tribe will be to achieve the same outcome but in a different manner.
- ▶ **Q. How will Hapuu be represented throughout the process?**
- ▶ A. As Te Whakakitenga o Waikato our first responsibility as a marae based entity is to our marae. However, we recognise the role of hapuu in the treaty settlement process and through collaboration and transparency we can achieve a win win outcome. Practically this could take the form of a negotiations team that is reflective of the interests of those claims.



Frequently Asked Questions

- ▶ **Q. In this process, what will happen with those marae and hapuu currently not included in the Te Whakakitenga o Waikato structure?**
- ▶ A. From a Treaty settlement perspective we can only provide a forum for discussion on how we can work together to resolve claims. The matter of membership to TWOW would need to be taken up with them directly.
- ▶ **Q. What is the status of the MACA process?**
- ▶ A. The Crown is currently dealing with those hapuu and iwi who submitted applications under the Foreshore and Seabed legislation (pre MACA) as a priority, majority of those being on the East Coast, but we are advocating for the West Coast Harbours applications to also be prioritised.



Frequently Asked Questions

- ▶ **Q. Is the speed of the process being driven by the Crown?**
- ▶ A. No. This is a process that was initiated under the previous Negotiator and we are now at a stage where we wish to test the scope of the mandate for Wai 30.
- ▶ **Q. How will the claims be resourced?**
- ▶ A. Under the current Treaty settlement process the Crown funds Large Natural Groupings through claimant funding. We are currently looking at other funding options that could assist all claimants in this process.



WAIKATO-TAINUI OUTSTANDING CLAIMS ENGAGEMENT HUI



Overview

We recently undertook our second round of engagement hui to discuss the Wai 30 outstanding claims, and those remaining historic Treaty of Waitangi claims within Waikato. This was an opportunity to meet with marae whaanau, hapuu and claimants to discuss the background to the Wai 30 claim, those specific outstanding claims being the West Coast Harbours and interests within Taamaki Makaurau, and to discuss a framework for collaboration. It was also an opportunity to share and discuss some high level aspirations and how these might be applied to local areas on the Coast.

This round of engagement hui were held from 14th – 17th May and were open to all the marae and hapuu within the specific claims areas; Taamaki, Whaingaroa, Kawhia and Aotea. Our final hui was a hui-aa-iwi which provided an opportunity for all Waikato-Tainui marae and hapuu to participate in the presentation and discussions, and input into the claims conversation. We appreciate all of the feedback and comments that were provided.

Some key concerns resounded throughout all of the hui, as well as some important objectives that this settlement needs to have a local impact, and provide resources on the Coast to enable economic growth and opportunities for people to return and live at home, as well as strong and effective environmental restoration and preservation mechanisms.

This newsletter provides a brief overview of the key themes that came out of the May engagement round.



Key themes and questions

What will the PSGE model look like, and how will this be representative of our hapuu and marae?

The overarching PSGE will be Te Whakakitenga o Waikato, but the intention is not to repeat what was done in 1995 or 2009, but to create a model that fits the aspirations and unique characteristics of this settlement, builds the capabilities of our marae and hapuu who will then be charged with delivering the settlement redress and outcomes. Further discussions and the development of a potential settlement model will be had at a later stage.

How will the Crown deal with groups that choose not to come under the Waikato-Tainui umbrella (mandate)?

We do not know how will the Crown will deal with these groups, and claims. The Minister has committed to resolving the outstanding claims of Wai 30, and any other remaining historic Treaty of Waitangi claims within Waikato that wish to come under this mandate.

How come we can't have a settlement like Ngaati Koroki-Kahukura, Ngaati Haua or the Taamaki iwi?

The current Crown process (Large Natural Groupings policy) dictates that this can't happen at the present time, but in saying that, a key goal for Waikato-Tainui will be to achieve the same outcome but in a different manner.

How will hapuu be represented throughout this process?

Te Whakakitenga o Waikato is representative of 33 hapuu and 68 marae. We understand the importance of hapuu in the Treaty settlement process, and are working on developing some options for a Negotiations Framework that promotes collaboration, and reflects the interests of those hapuu, marae and claims.

Is the speed of this process being dictated by the Crown?

No. The process this far has been an internal engagement process, and we are now at a stage where we wish to test the mandate for the Wai 30 claim, and discuss the Waikato remaining claims.

How will the remaining claims be resourced throughout this process?

Under the current Treaty settlement process the Crown funds Large Natural Groupings through claimant funding. We are currently looking at other available funding options that could assist all claimants in this process.

What will happen with marae and hapuu who are not currently included/represented in the Te Whakakitenga o Waikato structure?

This process will provide a forum for discussion about how we can work together to resolve all remaining claims. The matter of membership to Te Whakakitenga o Waikato is a discussion that will need to be addressed later on in this process, when considering a settlement model and how it will be representative of all marae and hapuu.

How do you ensure accountability as Negotiator to the people that you represent?

The Negotiator seeks guidance and advice from Te Whakakitenga o Waikato, and Te Ara Taura, as well as the Settlement Protection & Claims team and regular reports are provided to these Governance groups who make all final decisions on important claims matters. There is also a Claims Advisory Group which supports the Negotiator and acts as a sounding board on key claims kaupapa although this group makes no decisions. Other than these more formal entities, the Negotiator attends all Poukai, and many engagement hui on a whaanau, marae and hapuu level, to discuss claims issues, to present about Wai 30, and to ascertain what the claims aspirations are and how Waikato-Tainui can work with our marae and hapuu in this process.

What if a hapuu/claimant group is not ready to come on board yet?

We have asked that hapuu, marae and claimants let us know by June 16th whether they would like to come on board with us and work together towards a collaborative settlement of claims. In saying this, we understand that some are not quite ready yet, or have not make this decision as yet and would like more time to talk amongst themselves, consider the options available to them, research, ask questions and the like. We reiterate that the door will always be open to you, if and when you are ready.

How will the redress for individual claims be separated out, i.e. how will the divvy up happen?

We will ensure that all key claims issues are represented in negotiations, but redress will not be divided and distributed on a claim by claim basis. The principles of collective loss v collective benefit apply, as they did in our two previous settlements. This one, post settlement, and in terms of resources and development, will be more localised and decentralised.

What is the Crown definition of 'Harbour'?

The Crown definition of 'harbour' is limited and definitely a lot narrower than our 'definition'. This is definitely something that will be key in the negotiations phase, given our position that the 'harbour' extends well out to the 200 nautical mile mark and possibly beyond and rights over the harbour must be recognised in accordance with this scope.

How can we stop current actions and omissions by the Crown in breach of Te Tiriti o Waitangi?

The timeframe for filing a historical treaty claim has lapsed however for any breaches after 1992 you can file a contemporary Treaty claim with the Waitangi Tribunal.

Key contacts

If you would like any further information on the outcomes of these engagement hui, or any claims matters please feel free to contact Terri Hohneck on 07 858 0430 or email terri.hohneck@tainui.co.nz

Appendix 7: July 2018 Engagement Paanui, Presentation and Key Themes and Outcomes

Waikato-Tainui Outstanding Claims Hui

***Mookau ki runga
Taamaki ki raro
Mangatoatoa ki waenganui
Pare Hauraki, Pare Waikato
Te Kaokaoroa-o-Paatetere***

Join the Waikato-Tainui Negotiator and our Settlement Protection & Claims Team at the third round of outstanding claims engagement hui for 2018.

This is an opportunity to be updated on claims issues, Waikato-Tainui outstanding claims and remaining claims, the upcoming mandating process, timeframes, and to discuss any matters that you would like to talk about, and ask questions.

Saturday 7th July 2018, 10am-1pm
Manukanuka Marae, Auckland Airport

Sunday 8th July 2018, 10am-1pm
Maketuu Marae, Kaawhia

Saturday 14th July, 10am-1pm
Te Whakakitenga o Waikato Chambers, Hopuhopu

Contact Terri Hohneck – Settlement Protection & Claims Manager for any enquiries or questions:

**Email: Terri.hohneck@tainui.co.nz
Phone: (07) 858 0400**



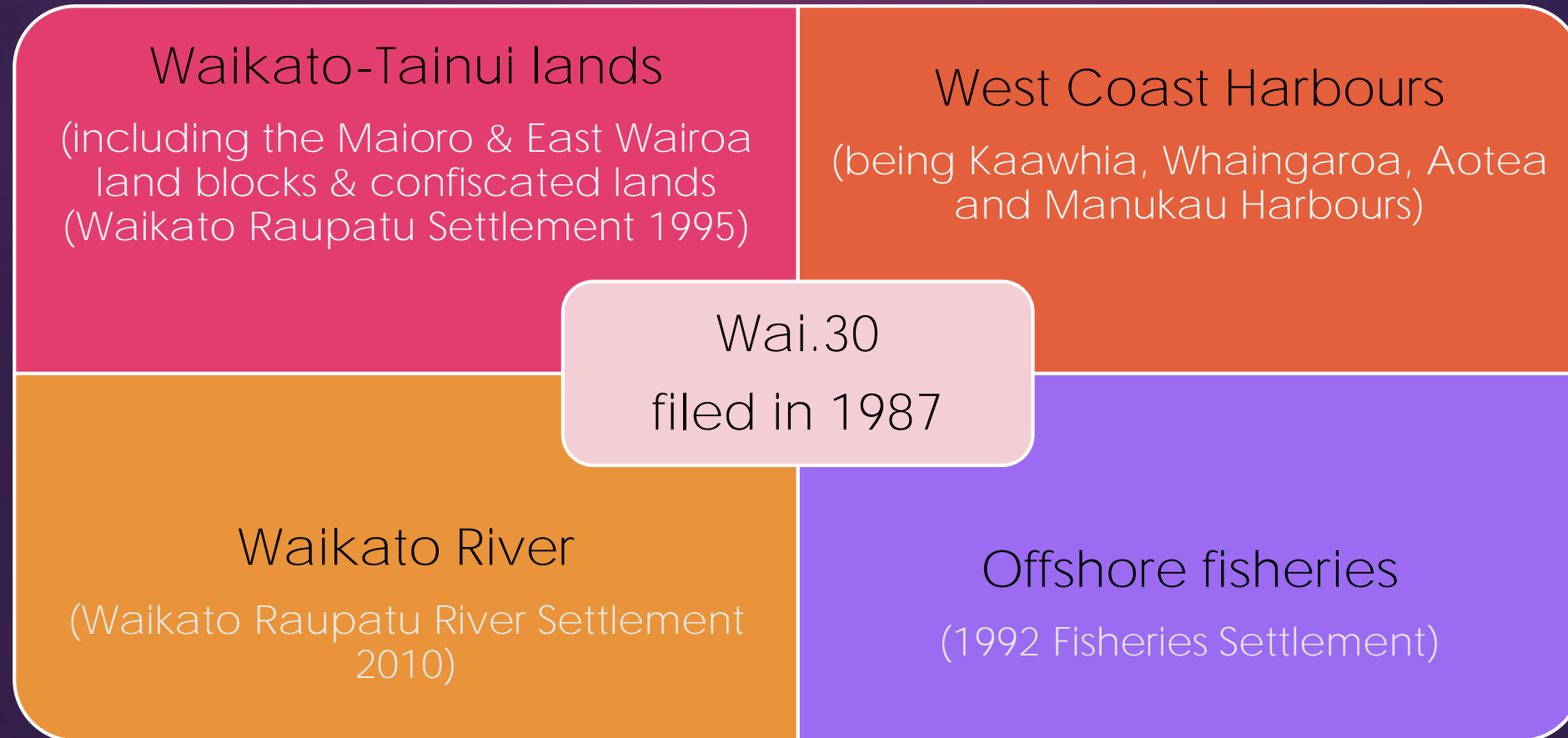
Waikato-Tainui Outstanding Claims Engagement Hui

7th, 8th, 14th July 2018

Overview

1. Background to the Wai 30 claim
2. Engagement to date
3. Video Presentation
4. Settlement Aspirations – Ngaa Tohu/Sign Posts
5. Waikato-Tainui Mandate
6. Timeframes
7. Next round of engagement hui (July 2018)
8. Frequently asked questions

Background to Wai 30



Wai 30 – Outstanding Claims

Tamaaki – Manukau Harbour, Maioro & East Wairoa Landblocks

West Coast Harbours – Whaingaroa, Aotea & Kaawhia Harbours

Remaining Waikato Claims – Opportunity to bring under tribal umbrella or seek own mandate

Engagement to date

NOVEMBER 2017 – JULY 2018

- 13th -15th Feb 2018 – West Coast Harbours Engagement Hui (Whaingaroa, Aotea, Kaawhia)
- 14th-17th May 2018 – Marae Engagement Hui (Taamaki, Whaingaroa, Aotea, Kaawhia, Hui-a-Iwi)
- 30+ Hapuu/Marae engagements
- 11+ Poukai
- 10+ Crown engagements

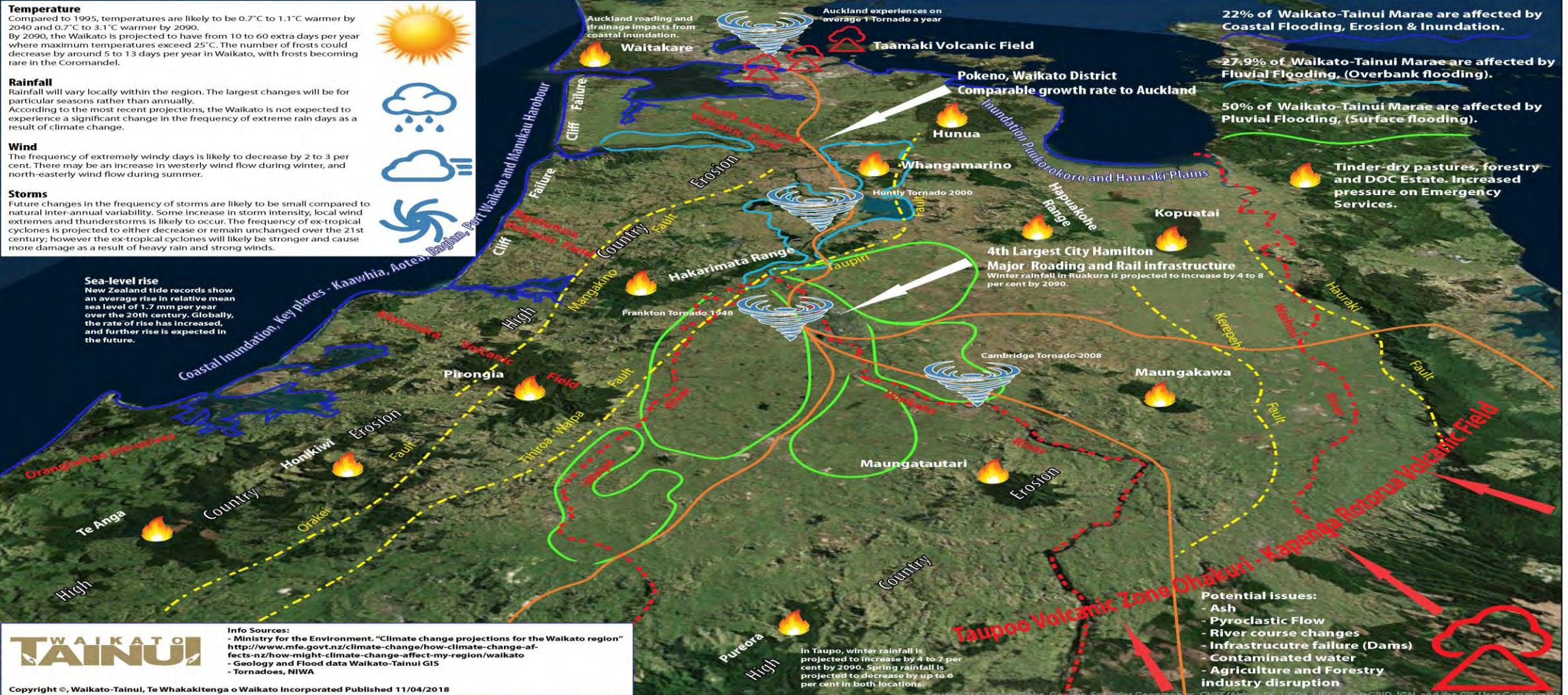
Engagement to date

KEY KAUPAPA

- Engagement to date has been part of an internal process (not a Crown process) with all Marae & Hapuu.
- Context – Wai 30
- Waikato-Tainui Outstanding Claims
- **Crown's Large Natural Groupings Policy**
- Waikato-Tainui Mandate Position
- Remaining Waikato-Tainui Claims
- Collaboration
- Settlement Aspirations

Settlement Aspirations

NGAA TOHU TAIAO - CLIMATE CHANGE



Settlement Aspirations

NGAA TOHU TAIAO, HAPORI KAUPAPA



Settlement Aspirations

NGAA TOHU WHAI RAWA

Business Development Opportunities:

- Creation of a start up fund



Tourism Initiatives:

- Local Visitors Centre
- Adventure
- Cultural Experience



Investment and Economic Opportunities:

- Energy
- Broadband
- Infrastructure
- Horticulture
- Fisheries/Aquaculture
- Forestry
- Manuka
- Opportunities outside of the WCH Region



Ngaa Tohu Whai Rawa (economic)



Mandate discussions update

- ▶ Finalising the draft Waikato-Tainui Remaining Claims Mandate Document with OTS (The Mandate Document)
- ▶ Key aspects of the Mandate Document include the following:
 - ▶ Defines scope of proposed mandate
 - ▶ Defines terms of proposed mandate
 - ▶ In depth explanation of mandate process
 - ▶ Outlines the internal engagement process to date
 - ▶ The excluded claims for the purposes of the mandate
 - ▶ The Wai claims covered by the proposed mandate
 - ▶ How to withdraw or include your Wai claim
 - ▶ How you can provide feedback on the mandate strategy

Mandate discussions update

- ▶ Awaiting approval of mandate process from Minister for Treaty of Waitangi Negotiations & Minister of Maori Affairs.
- ▶ Once the mandate process is approved, the formal Crown mandate process will begin and include the following steps:
 - ▶ Set dates for Mandate Hui, beginning with Te Whakakitenga meeting 28th July 2018
 - ▶ Send out Mandate Hui panui via internal communications and OTS website (3 week notification period)
 - ▶ Release Mandate Strategy document and open/start submission process (3 weeks)
 - ▶ Submission process closes
 - ▶ OTS review submissions and make changes as required
 - ▶ Ministers confirm mandate

Indicative Timeframes

- ▶ Confirm the scope of the Waikato-Tainui mandate by June 16th 2018
- ▶ Receive confirmation of mandate process from Ministers July/August 2018
- ▶ Confirm and finalise Waikato-Tainui Remaining Claims Mandate Document July/August 2018
- ▶ Schedule formal mandate hui August - October 2018
- ▶ Timeframe for filing submissions to follow formal mandate hui TBC

Frequently Asked Questions

- ▶ Q. What will the PSGE model look like, and how does this reflect our needs as a Hapuu?
- ▶ A. If it follows the crown policy of an LNG then the PSGE for the claim will be Te Whakakitenga o Waikato. But the intention is not to repeat what we did in 1995 or 2008 but rather create a model that builds the capabilities of our marae and hapuu who are then charged with delivering the settlement redress and outcomes. Further discussion and the development of potential settlement model options is required at a later stage.
- ▶ Q. How will the Crown deal with groups that do not wish to come under the Waikato-Tainui mandate?
- ▶ A. We don't know how the crown will deal with them. What we do know is that the Minister has made a commitment to resolving Wai 30 and any other claims that come under the LNG and it is our intention to test this commitment in June 2018.

Frequently Asked Questions

- ▶ Q. Why cant we get what NKK, Hauaa & the Taamaki Hapuu have?
- ▶ A. the crown process dictates that this cant happen at the present time, and has been the crowns position since 2012. But in saying that, a goal for the tribe will be to achieve the same outcome but in a different manner.
- ▶ Q. How will Hapuu be represented throughout the process?
- ▶ A. As Te Whakakitenga o Waikato our first responsibility as a marae based entity is to our marae. However, we recognise the role of hapuu in the treaty settlement process and through collaboration and transparency we can achieve a win win outcome. Practically this could take the form of a negotiations team that is reflective of the interests of those claims.

Frequently Asked Questions

- ▶ Q. Is the speed of the process being driven by the Crown?
- ▶ A. No. This is a process that was initiated under the previous Negotiator and we are now at a stage where we wish to test the scope of the mandate for Wai 30.
- ▶ Q. How will the claims be resourced?
- ▶ A. Under the current Treaty settlement process the Crown funds Large Natural Groupings through claimant funding. We are currently looking at other funding options that could assist all claimants in this process.

Frequently Asked Questions

- ▶ Q. In this process, what will happen with those marae and hapuu currently not included in the Te Whakakitenga o Waikato structure?
- ▶ A. From a Treaty settlement perspective we can only provide a forum for discussion on how we can work together to resolve claims. The matter of membership to TWOW would need to be taken up with them directly.
- ▶ Q. What is the status of the MACA process?
- ▶ A. The Crown is currently dealing with those hapuu and iwi who submitted applications under the Foreshore and Seabed legislation (pre MACA) as a priority, majority of those being on the East Coast, but we are advocating for the West Coast Harbours applications to also be prioritised.

Paatai? Koorero? Whakaaro?





WAIKATO-TAINUI OUTSTANDING CLAIMS ENGAGEMENT HUI JULY 2018

Key Themes and Outcomes

Overview

We recently completed our third round of engagement hui with our Waikato-Tainui marae and hapuu, where our Negotiator Rahui Papa provided an update on general claims matters, progress with Crown mandate discussions and our team engaged directly with tribal members about the Waikato-Tainui outstanding and remaining claims.

We also provided an overview on how the formal mandating hui will run, the mandating process in general and our tentative timeframes for this. This round of engagements will be our final round of internal hui before we move into formal mandating hui once our Mandate Strategy is approved by the Crown.

The following engagements were held during the month of July in Taamaki Makaurau, Kawhia and at Hopuhopu:

1. Manukanuka Marae - Saturday 7th July 2018;
2. Maketu Marae, Sunday 8th July 2018; and
3. Te Whakakitenga o Waikato Chambers, Saturday 14th July 2018.

These engagements were an opportunity for Waikato-Tainui marae and hapuu within the specific remaining claims areas to be informed, ask questions and discuss claims issues, mandate issues, negotiations and settlement aspirations. We thank those who attended and appreciate the feedback and input that was given throughout these engagement hui.

Some general feedback and themes emerged throughout this round of engagements. Settlement aspirations were consistently highlighted in our discussions at each engagement.

This newsletter provides a brief overview of the key themes and outcomes from the July engagement round.

Key themes

Will there be an opportunity as individual hapuu/claimants, to discuss the inclusion of our wai claim in the proposed Waikato-Tainui remaining claims mandate?

Yes. Rahui and the team have been meeting (by invite) with many Waikato-Tainui marae and hapuu this year, and also claimant groups to discuss particular claims, settlement aspirations, and how we may be able to work together to settle Waikato-Tainui outstanding and remaining claims. Although this is our last round of engagement hui, we will continue to meet with groups individually at their request and we welcome this.

How can hapuu retain a level of autonomy and their own identity in this process?

We are currently developing a framework for a Negotiations Team which will be representative of each hapuu that choose to include their claims in the Waikato-Tainui mandate for settlement. We believe that a Negotiations Team of this kind will allow hapuu to have their interests represented, their aspirations for settlement reflected and in turn should promote hapuu autonomy. We are also conscious of the aspirations of marae and hapuu (especially on the West Coast) that have been conveyed to us so far through previous engagement hui, being redress specifically geared towards growing local industry and economic opportunities on the ground, as well as assisting marae and hapuu with the retention of their maatauranga, reo and unique tikanga and kawa.

Is climate change an important consideration in the negotiations and settlement of these claims?

We have identified climate change as an integral consideration for this settlement, especially for our coastal marae, which we understand will be adversely affected by climate change in the fore coming future. This is an area which needs more research, but we have flagged this as a priority and will look at ways to progress this settlement aspiration and identify key and more focused priorities within this kaupapa.

Is this process a Crown dictated process?

Waikato-Tainui understands that the Treaty settlement process is ultimately a Crown process, and there are certain aspects that we do need to work with the Crown on. We are however consistently advocating to decentralize the process and allow us to determine our own outcomes where possible. This engagement round, and the

previous two earlier in the year have been a part of a Waikato-Tainui internal initiative, exclusive of the Crown and separate of any formal mandating process. It was important to us that we undertook our own engagement process prior to entering into any Crown process, to gauge where our marae and hapuu are at with their claims, what their aspirations and concerns are, and whether they are open to working together. We will be moving into formal mandating hui in the near future, and despite clear Crown policies, this is not a Crown dictated process. Our marae and hapuu have had an opportunity to input into this, and will have an opportunity to do so again in the next phase of the process.

Will all Waikato-Tainui remaining claims fall within the Wai 30 claim?

No. As we have re-iterated in correspondence and throughout our engagement hui, the Wai 30 claim is a Waikato-Tainui claim, and within the Wai 30 claim there are a number of issues that remain unsettled including the West Coast Harbours (Kawhia, Aotea, Whaingaroa and Manukau), as well as those Waikato-Tainui interests within Taamaki. We believe that we already have mandate to negotiate these 'outstanding' claims. Additional to these outstanding claims, there are a number of 'remaining' Waitangi Tribunal claims throughout the Waikato area (some 80 plus) that have been proposed to be included in our mandate. These claims do not fall within the Wai 30 claim, but have Waikato whakapapa and have been proposed to be negotiated and settled under the Waikato-Tainui remaining claims mandate, which wai 30 is also included.

Contact details

If you have any paatai in respect to this newsletter, or any claims matters that you would like to discuss, please contact Terri Hohneck (Waikato-Tainui Settlement Protection & Claims Manager) on (07) 858 0400 or by email; Terri.Hohneck@tainui.co.nz

Appendix 8: Marae and Hapuu

NAME		HAPUU AFFILIATIONS		
Tahunakaitoto	Ngaati Paretaua	Ngaati Te Ata		
Whaataapaka	Ngaati Tamaoho	Ngai Tai	Ngaati Koheriki	
Umupuia	Ngai Tai	Ngaati Tamaoho	Ngaati Koheriki	
Ngaa-Tai-e-Rua	Ngaati Tiipa	Ngaati Amaru		
Mangatangi	Ngaati Koheriki	Ngaati Tamaoho	Ngai Tai	
Te Puea	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Ngaa-Hau-e-Whaa	Ngaati Tamaoho	Ngaati Koheriki	Ngai Tai	
Rereteewhioi	Ngaati Paretaua	Ngaati Te Ata		
Makaurau	Ihumatao Te Akitai	Ngaati Paretaua	Ngaati Te Ata	
Puukaki	Te Akitai	Ngaati Paretaua	Ngaati Te Ata	
Tauranganui	Ngaati Tiipa	Ngaati Amaru		
Horahora	Ngaati Naho	Ngaati Hine	Ngaati Taratikitiki	Ngaati Pou
Maurea	Ngaati Naho	Ngaati Hine	Ngaati Taratikitiki	Ngaati Pou
Kaitumutumu	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Waitii	Ngaati Wairere	Ngaati Makirangi		
Te Awamaarahi	Ngaati Tiipa	Ngaati Amaru		
Waikare	Ngaati Naho	Ngaati Hine	Ngaati Taratikitiki	Ngaati Pou
Ooraeroa	Ngaati Taahinga			
Tikirahi	Ngaati Taahinga			
Waahi	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Waikeri-Tangirau	Ngaati Mahuta	Ngaati Te Wehi		
Raungaiti - Waharoa	Ngaati Haua	Ngaati Paretekawa	Ngaati Ngutu	
Kai-a-te-Mata	Ngaati Haua	Ngaati Paretekawa	Ngaati Ngutu	
Te Aakau	Tainui			
Tuurangawaewae	Ngaati Mahuta	Ngaati Te Wehi		
Tauhei	Ngaati Wairere	Ngaati Makirangi		
Taupiri	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Te Kauri	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Rukumoana	Ngaati Haua	Ngaati Paretekawa	Ngaati Ngutu	
Hukanui	Ngaati Wairere	Ngaati Makirangi		
Te Kaharoa ÔÇô Aramiro	Ngaati Maahanga	Ngaati Tamainupo		
Waipapa	Ngaati Hikairo	Ngaati Puhiawe		
Waimakariri	Ngaati Haua	Ngaati Paretekawa	Ngaati Ngutu	
Te Papatapu	Ngaati Hikairo	Ngaati Te Wehi		
Mootakotako - Tainui	Ngaati Mahuta	Ngaati Te Wehi		

NAME	HAPUU AFFILIATIONS			
Omaero	Ngaati Maahanga	Ngaati Tamainupo		
Waingarō - Tainuiawhiro	Ngaati Maahanga	Ngaati Tamainupo		
Mookai Kainga	Ngaati Apakura			
Puurekireki	Ngaati Apakura			
Maketuu	Ngaati Mahuta (Ki te Hauaauru)			
Te Tihi-o-Moerangi - Makomako	Ngaati Mahuta	Ngaati Te Wehi		
Raakaunui	Ngaati Haua	Ngaati Paretekawa	Ngaati Ngutu	
Ngaa-Tira	Ngaati Korokii	Ngaati Raukawa Ki Panehaakua		
Hiiona	Ngaati Apakura			
Te Kooraha	Ngaati Mahuta (Ki te Hauaauru)			
Mangatoatoa	Ngaati Haua	Ngaati Paretekawa	Ngaati Ngutu	
Kahotea	Ngaati Apakura			
Aaruka	Ngaati Mahuta (Ki te Hauaauru)			
Aotearoa	Ngaati Korokii	Ngaati Raukawa Ki Panehaakua		
Taniwha ŌÇô Tangoao	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Poohara	Ngaati Korokii	Ngaati Raukawa Ki Panehaakua		
Owairaka - Rawhitiroa	Ngaati Korokii	Ngaati Raukawa Ki Panehaakua		
Te Papaorotu	Ngaati Maahanga	Ngaati Tamainupo		
Paaraawera - Te Taumata	Te Taumata Ngaati Ruru	Ngaati Werokoko		
Te Kotahitanga	Ngaati Tiipa	Ngaati Amaru		
Te Poho-o-Tanikena	Tainui			
Hoe-o-Tainui	Ngaati Wairere	Ngaati Makirangi		
Maungatautari	Ngaati Korokii	Ngaati Raukawa Ki Panehaakua		
Te Ohaaki	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Te Koopua	Ngaati Apakura	Ngaati Mahuta		
Ookarea	Ngaati Mahuta	Ngaati Whaawhaakia	Ngaati Kuiaarangi	Ngaati Tai
Pukerewa	Tainui			
Waikaretuu-Weraroa	Tainui			
Poihaakena	Tainui			
Ookapu	Ngaati Mahuta	Ngaati Te Wehi		
Te Iti-a-Hauaa ŌÇô Tauwhare	Ngaati Haua	Ngaati Paretekawa	Ngaati Ngutu	
Te Tokanganui-a-Noho	Ngaati Apakura			
Matahuru	Ngaati Hine	Ngaati Naho		

Appendix 9: Details of mandate information hui and Te Whakakitenga o Waikato tribal parliament vote

Appendix 9: Details of mandate information hui-aa-iwi and Te Whakakitenga o Waikato tribal parliament vote

Hui-aa-iwi	Location	Date	Time
Auckland Central	Te Puea Marae	20 March 2019	6pm-8pm
Manukau Harbour	Puukaki Marae	24 March 2019	10am-12pm
South Auckland	Ooraeroa Marae	27 March 2019	6pm-8pm
Wellington	Wharewaka Function Centre	11 April 2019	6pm-8pm
Whaingaroa Harbour	City Town Hall, Bow St, Raglan	14 April 2019	10am-12pm
Hopuhopu	Te Whakakitenga o Waikato Chambers	17 April 2019	6pm-8pm
Aotea Harbour	Okapu Marae	27 April 2019	10am-12pm
Kaawhia Harbour	Maketuu Marae	28 April 2019	10am-12pm
Christchurch	Te Ruunanga o Ngaai Tahu Offices	1 May 2019	6pm-8pm
Dunedin	Distinction Dunedin Hotel	2 May 2019	6pm-8pm
Hopuhopu	Te Whakakitenga o Waikato Chambers	4 May 2019	10am-12pm
Te Whakakitenga o Waikato tribal vote	Te Whakakitenga o Waikato Chambers	25 May 2019	9am

Appendix 10: Te Whakakitenga o Waikato Incorporated Rules

TE WHAKAKITENGA O WAIKATO

INCORPORATED

RULES

STATEMENT

These are the Rules of Te Whakakitenga o Waikato Incorporated in the form approved at the Meeting of Members on 29 November 2015, and are in substitution for the previous rules.

Moana-Towhangai
Signature of Member

J. Rapa
Signature of Member

Rapa
Signature of Member

Maxine Moana-Towhangai
Name of Member

Jay-Rimus Te Whakahirere Rapano
Name of Member

Rahui Rapa
Name of Member

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TE WHAKAKITENGA O WAIKATO INCORPORATED

RULES

1 NAMES

The name of the Society is 'Te Whakakitenga o Waikato Incorporated' usually known as Te Whakakitenga o Waikato.

The name of the executive committee of Te Whakakitenga o Waikato is 'Te Arataura'.

2 REGISTERED OFFICE

The registered office of Te Whakakitenga o Waikato will be at such place as Te Whakakitenga o Waikato from time to time determines. Due notice of every change of registered office must be given to the Registrar of Incorporated Societies in accordance with the Act. The registered office of Te Whakakitenga o Waikato Incorporated on the date of these Rules is at 451 Old Taupiri Road, Ngaaruawaahia.

3 OBJECTS

The objects for which Te Whakakitenga o Waikato Incorporated is established are as follows:

- (a) To uphold, support, strengthen and protect the Kiingitanga (which incorporates the principles of unity, the retention of the tribal base in collective ownership, and co-operation among peoples).
- (b) To protect, advance, develop and unify the interests of Waikato-Tainui.
- (c) To foster among the members of Waikato-Tainui and in the application of these Rules the principles of whakaiti, rangimaarie and kia tuupato and other tikanga of Waikato-Tainui.
- (d) To achieve and support the existing and future settlements of the Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui.
- (e) To act as trustee of the Waikato Raupatu Lands Trust established by the Lands Trust Deed.
- (f) To act as trustee of the Waikato Raupatu River Trust established by the River Trust Deed.
- (g) To do or cause to be done all such other things as the Members of Te Whakakitenga o Waikato consider necessary or desirable for the attainment of all or any of the Objects, which are consistent with the spirit and intent of the 1995 Deed of Settlement between Waikato-Tainui and the Crown, and the Trust Deeds.

4 DEFINITIONS

4.1 In these Rules, unless the context otherwise requires:

Act means the Incorporated Societies Act 1908.

Alternate Member has the meaning given to that term in Rule 5.1.9.

Annual General Meeting means an annual general meeting of the Members held pursuant to Rule 7.

Balance Date means 31 March in each year, or such other date as may otherwise be determined by Ordinary Resolution from time to time.

Beneficiary has the meaning given to that term in the Lands Trust Deed.

Chairperson of Te Arataura means the chairperson of Te Arataura from time to time elected pursuant to Rule 16.3 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Arataura.

Chairperson of Te Whakakitenga o Waikato means the chairperson of Te Whakakitenga o Waikato from time to time elected pursuant to Rule 5.5.1 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Whakakitenga o Waikato.

Chief Executive Officer or *CEO* means the senior manager of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust, who provides governance and executive support to Te Whakakitenga o Waikato and Te Arataura.

Code of Conduct means the code of conduct in the form set out in Schedule 5.

Conflict of Interest Policy means the conflict of interest policy adopted by Te Whakakitenga o Waikato from time to time.

Control includes:

(a) of a company by a person where:

- (i) the person determines the composition of the board of directors of the company or has the capacity to do so; or
- (ii) the board of directors of the company is accustomed to act in accordance with the instructions, directions or wishes of the person; or
- (iii) the person holds or owns (alone or with its Related Companies):
 - (A) the majority of the issued shares of the company;
 - (B) the majority of the issued shares of the ultimate holding company of the company; or

- (C) the majority of any securities or other rights granted by the company entitling holders to distributions based on the profits, earnings or net liquidation proceeds of the company;
- (b) of a trust by a person where:
 - (i) the person is the sole trustee of the trust;
 - (ii) the person controls the appointment of the trustees;
 - (iii) the composition of the board of directors of any trustee company of the trust is determined by the person or the person has the capacity to do so;
 - (iv) the board of directors of any trustee company of the trust is accustomed to act in accordance with the instructions, directions or wishes of the person; or
 - (v) the person holds or owns (alone or with its Related Companies):
 - (A) the majority of the issued shares of any trustee company of the trust;
 - (B) the majority of the issued shares of the ultimate holding company of any trustee company of the trust; or
 - (C) the majority of the units, securities or other rights granted by the trust entitling holders to distributions from the trust.

Deputy Chairperson of Te Arataura means the deputy chairperson of Te Arataura from time to time elected pursuant to Rule 16.3 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Arataura.

Deputy Chairperson of Te Whakakitenga o Waikato means the deputy chairperson of Te Whakakitenga o Waikato from time to time elected pursuant to Rule 5.5.1 or in relation to a meeting the person otherwise acting in that capacity at that meeting of Te Whakakitenga o Waikato.

Dispute means:

- (a) any dispute or disagreement between:
 - (i) Members;
 - (ii) Members and members of Te Arataura; or
 - (iii) members of Te Arataura;
- (b) any issue, complaint or dispute raised by any person referred to in paragraph (a) arising out of or in connection with these Rules;
- (c) any other matter which is required by the Rules to be dealt with by Hohou Te Rongo; or

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- (d) any dispute or disagreement in relation to processes adopted by a Marae for the election of Members (including the results of any election).

Disqualified Member has the meaning given to that term in Rule 5.3.3.

Elected Members means the members of Te Whakakitenga o Waikato elected from time to time in accordance with Rule 5.1.

Election Certificate means a certificate in the form of the certificate set out in Part A of Schedule 3.

Financial Year means a year ending on and including a Balance Date and beginning on the date following the preceding Balance Date except in the case of the last Financial Year, ending on the date that Te Whakakitenga o Waikato is wound up.

General Meeting has the meaning given to that term in Rule 9.1.

Half-Year means the six months from the first day of April to the 30th day of September in any Financial Year.

Half-Yearly General Meeting means a half-yearly general meeting of the Members pursuant to Rule 8.

Hapuu means each of the 33 hapuu of Waikato named in Schedule 1.

Head of the Kaahui Ariki means the person who for the time being is recognised by Waikato as the Head of the Kaahui Ariki. The Head of the Kaahui Ariki as at the date of these Rules is Kiingi Tuheitia.

Hohou Te Rongo means the process set out in Schedule 7.

Indemnities mean the indemnities given under Rule 16.6.1 and 16.6.2.

Indemnified Person means each person who:

- (a) is a member of Te Arataura;
- (b) is an employee of Te Whakakitenga o Waikato or any Related Entity;
- (c) is a Member and/or an Officer of Te Whakakitenga o Waikato;
- (d) is, or is deemed to be, an officer or director (or equivalent) of any Related Entity at the request or with the approval of Te Whakakitenga o Waikato;
- (e) is appointed as a director (or equivalent) of any Related Entity by Te Whakakitenga o Waikato;
- (f) is deemed to be a director of any Related Entity by virtue of his or her performance of duties as an employee of Te Whakakitenga o Waikato or the relevant Related Entity; or

- (g) is an employee or officer of Te Whakakitenga o Waikato or of any Related Entity who has been notified in writing by Te Arataura that in his or her current position he or she is an Indemnified Person,

and includes all former members, employees, officers and directors.

Kaahui Ariki Representative means the person who is appointed as the representative of the Head of the Kaahui Ariki pursuant to Rule 5.4.

Lands Trust Deed means the deed dated 10 November 1995 creating the Waikato Raupatu Lands Trust as varied from time to time.

Marae means:

- (a) the beneficiary marae named in Part A of Schedule 2;
- (b) each beneficiary marae named in Part B of Schedule 2 upon and with effect from the date on which the marae authorises signing of, and signs ratification by that marae, of the 1995 Deed of Settlement between Waikato-Tainui and the Crown; and
- (c) such other marae as may be added to the fifth schedule to the Lands Trust Deed in accordance with its terms,

but will not include any marae, whether now named in that fifth schedule or not, the name of which has been deleted from the fifth schedule in accordance with the terms of the Lands Trust Deed.

Marae Representatives has the meaning given in Rule 16.1.1(a).

Meeting means a meeting of the Members and includes an Annual General Meeting, Half-Yearly General Meeting, a General Meeting, any Triennial General Meeting and any Triennial Special Meeting.

member of Waikato means any person who is a member of the Iwi of Waikato.

Members means the Elected Members and the Kaahui Ariki Representative.

Objects means the objects of Te Whakakitenga o Waikato set out in Rule 3.

Officers of Te Whakakitenga o Waikato means the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato, appointed from time to time pursuant to Rule 5.5.1.

Ordinary Resolution means a resolution approved by a majority of more than 50% of Total Maraе Votes.

Procedure for Meetings means the procedure for meetings in the form set out in Schedule 6.

Related Company has the meaning given to that term in the Companies Act 1993.

Related Entity means any entity over which Te Whakakitenga o Waikato or the trustee of the Trusts, has Control.

River Trust Deed means the deed dated 29 August 2008 as amended by deed of amendment dated 1 December 2008 creating the Waikato Raupatu River Trust and as varied from time to time.

Roll means either the Main Roll or the Supplementary Roll, as each term is defined in Lands Trust Deed.

Rules mean these Rules from time to time in force and includes any alteration or amendment, and *Rule* means a rule of these Rules.

Secretariat means the office established by Te Arataura pursuant to Rule 18.3(f).

Special Resolution means a resolution approved by a majority of more than 75% of the Total Marae Votes.

Te Arataura means the executive committee of Te Whakakitenga o Waikato as described in Rule 16 with its duties and responsibilities outlined in Rule 18 and Part B of Schedule 4.

Te Whakakitenga o Waikato Reserved Matters means each of the matters set out in Part A of Schedule 4.

Total Marae Votes means the sum of votes to which all Marae are entitled pursuant to Rule 13.1 and Schedule 2.

Triennial General Meeting means every third Annual General Meeting and as at the date of these Rules, the next such Meeting is due to occur in or around 2017.

Triennial Special Meeting has the meaning given to that term in Rule 10.

Trust Deeds means the deeds creating the Trusts (including the Lands Trust Deed, the deed dated 10 November 1995 establishing the Waikato Land Acquisition Trust, the deed of declaration of trust dated on or about 18 March 1999, in respect of certain assets of the Tainui Maaori Trust Board and the River Trust Deed).

Trusts means the Waikato Raupatu Lands Trust, the Waikato Land Acquisition Trust, the trust created in respect of certain assets of the Tainui Maaori Trust Board (by deed dated on or about 18 March 1999), the Waikato Raupatu River Trust and any other trust created from time to time by Te Whakakitenga o Waikato (or with the approval of the Members) for the benefit of Waikato.

Waikato and Waikato-Tainui means the Waikato descendants of the Tainui waka, being the 33 Hapuu named in Schedule 1.

Te Whakakitenga o Waikato Incorporated or *Te Whakakitenga o Waikato* means the principal governing body of Waikato-Tainui, incorporated under the Act.

4.2 In these Rules unless the context otherwise requires:

- 4.2.1 Words importing the singular include the plural and vice versa.
- 4.2.2 Headings are included for convenience of reference only and do not affect the interpretation of these Rules.
- 4.2.3 Reference to Rules and Schedules are to rules and schedules of these Rules. In the event of any conflict between the terms of the Rules and any Schedule, the Rules prevail.
- 4.2.4 Reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time.
- 4.2.5 "Including" and similar words do not imply any limitation.

5 MEMBERS OF TE WHAKAKITENGA O WAIKATO

5.1 Election of Members

- 5.1.1 Each Marae is entitled to elect two Marae representatives as Elected Members.
- 5.1.2 Every representative elected by a Marae pursuant to Rule 5.1.1 must:
- (a) be a Beneficiary;
 - (b) be a beneficiary of the electing Marae as recorded on the Roll;
 - (c) not be disqualified from membership by reason of Rule 5.3.1 or otherwise be a Disqualified Member; and
 - (d) be elected pursuant to an election held in accordance with this Rule 5.1.
- 5.1.3 The two representatives of a Marae will (at the election of that Marae) be elected by Beneficiaries of that Marae either:
- (a) at a Hui-aa-Marae (a meeting of the Marae) duly convened and notified for the purpose; or
 - (b) pursuant to a postal, electronic, email and/or similar ballot duly organised for the purpose, sent to the Beneficiaries of that Marae,
- and (in either case) the election process adopted by a Marae must give all the Beneficiaries of the Marae aged 18 years and over a fair and reasonable opportunity to participate in the election of the Marae representatives.
- 5.1.4 Written notice of an election to be held by a Marae pursuant to Rule 5.1.3 must be sent to the address of every Beneficiary of that Marae aged 18 years and over (as recorded on the Roll) not less than 14 clear days before the date of the meeting or closing date for the ballot.

The notice must state the place, day and hour of the Hui-aa-Marae or (in the case of a postal, electronic, email and/or similar ballot) include ballot papers with sufficient explanation for completion and delivery of ballot papers, and the closing date for the ballot.

In the case of a Hui-aa-Marae, a copy of the notice of meeting must also be published in The Waikato Times not less than seven clear days before the date of the meeting.

- 5.1.5 Promptly upon the election of its representatives pursuant to this Rule 5.1, each Maraе must give written notice to the Secretariat of the results in an Election Certificate, signed by the newly elected representatives as evidence of their consent to be Members and to be bound by these Rules.

On or as soon as practicable after the date on which a proper Election Certificate is received by the Secretariat, the Secretariat will publish the names of the representatives elected by that Maraе in The Waikato Times.

- 5.1.6 Each representative elected by a Maraе pursuant to this Rule 5.1 will be deemed to be an Elected Member from the later of:

- (a) the commencement of the Triennial Special Meeting immediately following the Triennial General Meeting after the applicable Maraе election; or
- (b) the date on which the applicable Election Certificate is received by the Secretariat.

- 5.1.7 Any dispute or disagreement as to election process (including the results of any election) or membership is to be dealt with by Hohou Te Rongo as set out in Schedule 7, and where the dispute or disagreement is raised by any person who is not a Member initiating that dispute by notice under this Rule 5.1.7 provided that person agrees, in that notice, to be bound by the processes set out in Schedule 7.

- 5.1.8 Within 6 months of the date of these Rules, each Maraе will, through a decision of its Maraе Committee (*Maraе Decision*), determine which two of its three Maraе representatives elected to hold office from the Triennial Special Meeting held immediately prior to the date of these Rules (the *Early Election*) will continue as the elected representatives of that Maraе and which may be an Alternate Member for the purposes of these Rules and for the remainder of the then current term to ensure the number of Elected Members for each Maraе is reduced from three to two. The third representative elected at the Early Election will continue as a Member (unless disqualified in accordance with these Rules) until date of that Maraе Decision. The provisions of Rules 5.1.1, 5.1.3, 5.1.4 and 5.1.5 will not apply to that decision, provided that the Maraе must promptly notify its Beneficiaries and the Secretariat in writing of the Maraе Decision.

- 5.1.9 Each Maraе may, at any time, under Rule 5.1.8 or pursuant to an election held in accordance with this Rule 5.1.3 appoint a representative to act as alternate Elected Member and in place of an Elected Member (the *Alternate Member*) if:

- (a) an Elected Member is disqualified under Rule 5.3 during the relevant term; or
- (b) both Elected Members of a Maraе are unavailable to attend a Meeting.

The provisions of this Rule 5.1 will apply to the appointment of any Alternate Member. While acting in place of the Elected Member of a Maraе who appointed an Alternate Member, the Alternate Member has, and may exercise and discharge, all the powers, rights and duties of that Elected Member (including the right to

participate in a Meeting and, where the Alternate Member replaces an Elected Member disqualified under Rule 5.3, receive notice of any Meeting).

5.2 Term of Membership

5.2.1 Each Elected Member holds office as an Elected Member:

- (a) from the date determined in accordance with Rule 5.1.6 (or Rules 5.1.8 or 5.3.3, where necessary);
- (b) until the commencement of the next Triennial Special Meeting,

unless that Elected Member is disqualified or removed from membership pursuant to Rule 5.3.1 prior to the end of that term.

5.2.2 An Elected Member is eligible for re-election for subsequent terms provided that no person may be elected as an Elected Member for more than three consecutive full or partial terms, unless there is a resolution (or equivalent) of the relevant Marae, or no other candidate stands at such election.

5.3 Disqualification and Removal

5.3.1 A person will be disqualified from membership as an Elected Member if he or she:

- (a) is under 18 years of age;
- (b) is an undischarged bankrupt;
- (c) is or becomes a Member of Parliament;
- (d) is selected by a political party as a candidate for election at a forthcoming national general election;
- (e) has or incurs a conviction for any crime involving dishonesty as defined in section 2 of the Crimes Act 1961 (including fraud) and has been sentenced for that crime within the last seven years;
- (f) is or becomes an employee of Te Whakakitenga o Waikato, the trustee of the Trusts or any of their Related Entities;
- (g) resigns in writing and delivers such notice to the Secretariat;
- (h) acts (whether or not in his or her capacity as an Elected Member) in a manner which has brought or is likely to bring Te Whakakitenga o Waikato into disrepute and/or materially breaches these Rules, including the Code of Conduct and/or the Conflict of Interest Policy, as determined by Hohou Te Rongo under Schedule 7;
- (i) dies;
- (j) has served as an Elected Member for three consecutive full or partial terms, unless extended under Rule 5.2.2; or
- (k) is removed for any reason (including illness or other incapacity) by a decision of his or her appointing Marae, where that decision has been made in accordance with Rule 5.1.3 (amended as necessary to apply to a decision



to remove rather than elect an Elected Member), and notice in writing of that decision is promptly provided to the Secretariat.

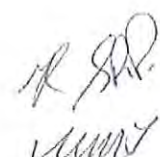
- 5.3.2 If any person is disqualified from membership pursuant to Rule 5.3.1, he or she must be removed from membership with effect from the date upon which:
- (a) written notice of removal (including reasonable relevant evidence of the fact of the disqualification of the Elected Member) is provided to the Secretariat, on behalf of Te Whakakitenga o Waikato, by either Te Arataura, a representative of the Hohou Te Rongo panel appointed under Schedule 7 or the Marae (as relevant) in the case of removal pursuant to paragraph (a), (b), (c), (d), (e), (f), (h), (i), (j) or (k) of Rule 5.3.1;
 - (b) the written notice of resignation is received by the Secretariat, on behalf of Te Whakakitenga o Waikato, in the case of paragraph (g) of Rule 5.3.1.
- 5.3.3 If a person is removed from membership pursuant to Rule 5.3.1 (the *Disqualified Member*):
- (a) the Marae who elected the Disqualified Member may elect a person as an Elected Member to replace the Disqualified Member pursuant to Rule 5.1, or they may leave the position unelected (or filled by an Alternate Member) for the remainder of the term. The term of membership of any replacement Elected Member will be the unexpired term of the membership of the Disqualified Member; and
 - (b) the Disqualified Member is not eligible for re-election and will remain disqualified for the longer of:
 - (i) the duration of the relevant unexpired term;
 - (ii) the period that the reason for the disqualification persists; or
 - (iii) in relation to disqualification pursuant to paragraph (h) of Rule 5.3.1, such longer period as determined by Hohou Te Rongo under Schedule 7.

5.4 Representative of the Head of the Kaahui Ariki

5.4.1 The Head of the Kaahui Ariki may, at any time, by notice in writing to the Secretariat, appoint a representative who is not disqualified from membership by reason of Rule 16.4 as a Member (the *Kaahui Ariki Representative*). The Kaahui Ariki Representative may not be an Elected Member at the same time as being the Kaahui Ariki Representative.

5.4.2 The Head of the Kaahui Ariki:

- (a) by notice in writing to the Secretariat may, at any time, remove its representative from membership of Te Whakakitenga o Waikato and Te Arataura for any reason; and
- (b) is deemed to have removed its representative from membership of Te Whakakitenga o Waikato and Te Arataura where that representative is disqualified from membership of Te Arataura pursuant to Rule 16.4; and



is entitled to appoint a replacement representative pursuant to Rule 5.4.1.

- 5.4.3 The Kaahui Ariki Representative may at any time resign as a Member, by notice in writing to the Secretariat, and upon the resignation of that person, the Head of the Kaahui Ariki is entitled to appoint a replacement representative pursuant to Rule 5.4.1.
- 5.4.4 Any notice given under Rule 5.4.1, Rule 5.4.2 or Rule 5.4.3 takes effect upon receipt of that notice by the Secretariat.
- 5.4.5 The Kaahui Ariki Representative is automatically a member of Te Arataura pursuant to Rule 16.1.1(b).

5.5 **Officers of Te Whakakitenga o Waikato**

- 5.5.1 The Elected Members will seek to elect, at each Triennial Special Meeting by Ordinary Resolution, one Elected Member as the Chairperson of Te Whakakitenga o Waikato and one Elected Member as Deputy Chairperson of Te Whakakitenga o Waikato. To be eligible for election as an Officer of Te Whakakitenga o Waikato, the Elected Member must not be disqualified under either of Rule 5.3 or 16.4.1.

- 5.5.2 Each Officer of Te Whakakitenga o Waikato will hold office from the conclusion of the Meeting at which he or she was appointed, until the commencement of the Triennial Special Meeting held after the Meeting at which he or she was elected, unless that Officer of Te Whakakitenga o Waikato is:

- (a) disqualified from membership pursuant to Rule 5.3 or Rule 16.4.1 prior to the end of that term; or
- (b) removed from office by Special Resolution.

If the role of an Officer of Te Whakakitenga o Waikato is vacant for any reason (including disqualification or removal) a replacement may be elected, by Ordinary Resolution, at any Meeting of Te Whakakitenga o Waikato convened in accordance with Rule 10.3 to hold office until the commencement of the next Triennial Special Meeting.

- 5.5.3 Subject to Rule 10, the Chairperson of Te Whakakitenga o Waikato will preside over all meetings of Te Whakakitenga o Waikato. In the absence of the Chairperson of Te Whakakitenga o Waikato, the Deputy Chairperson of Te Whakakitenga o Waikato will preside, and in his or her absence, the Elected Members present will elect any other person as Chairperson for that Meeting by Ordinary Resolution.
- 5.5.4 The Officers of Te Whakakitenga o Waikato shall not be eligible for appointment as Members of Te Arataura.

6 **FINANCIAL STATEMENTS**

Te Arataura must prepare and approve financial statements of Te Whakakitenga o Waikato and each Trust in respect of each Financial Year in accordance with generally accepted accounting practice (as defined in the Financial Reporting Act 2013), the Act and the terms of each applicable Trust Deed. Te Arataura will cause those accounts to be audited in accordance with Rule 23.



7 ANNUAL GENERAL MEETING

- 7.1 An Annual General Meeting of Te Whakakitenga o Waikato will be held in the month of July or in such other month as may be determined by Te Whakakitenga o Waikato (so long as an Annual General Meeting is held in each Financial Year and within 5 months of the end of the Financial Year) at a date to be fixed by Te Whakakitenga o Waikato and a time and place to be fixed by the Secretariat.
- 7.2 The business conducted at the Annual General Meeting will be:
- (a) to receive and consider a report from Te Arataura for the previous Financial Year on the affairs of Te Whakakitenga o Waikato (including the affairs of Te Arataura);
 - (b) to receive and consider the financial statements for the previous Financial Year prepared in accordance with Rule 6;
 - (c) to receive and consider a report from Te Arataura on the activities of Te Whakakitenga o Waikato for the previous Financial Year as trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust and the consolidated financial statements; and
 - (d) to transact or consider such other business of Te Whakakitenga o Waikato which, in the opinion of the Chairperson of Te Whakakitenga o Waikato, or the Chairperson of Te Arataura, may be desirable or which the Elected Members vote, by Ordinary Resolution, to transact or consider.
- 7.3 No motion or resolution may be put to the Annual General meeting by any Marae unless a written copy of such motion or resolution signifying the mover and seconder is received by the Secretariat at least 28 clear days before the date set for the Annual General Meeting, for inclusion on the agenda.

8 HALF-YEARLY GENERAL MEETINGS

- 8.1 A Half-Yearly General Meeting of Te Whakakitenga o Waikato will be held in the month of November or in such other month of the year as may be determined by Te Whakakitenga o Waikato (so long as a Half-Yearly General Meeting is held in each Financial Year) at a date to be fixed by Te Whakakitenga o Waikato and a time and place to be fixed by the Secretariat.
- 8.2 The business conducted at the Half-Yearly General Meeting will be:
- (a) to receive and consider a report from Te Arataura for the previous Half-Year on the affairs of Te Whakakitenga o Waikato (including the affairs of Te Arataura);
 - (b) to receive and consider a report from Te Arataura on the activities of Te Whakakitenga o Waikato as trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust for the previous Half-Year; and
 - (c) to transact or consider such other business of Te Whakakitenga o Waikato which in the opinion of the Chairperson of Te Whakakitenga o Waikato or the Chairperson of Te Arataura, may be desirable or which the Elected Members vote, by Ordinary Resolution to transact or consider,

- 8.3 No motion or resolution may be put to the Half-Yearly General Meeting by any Marae unless a written copy of such motion or resolution signifying the mover and seconder is received by the Secretariat at least 28 clear days before the date set for the Half-Yearly General Meeting, for inclusion on the agenda.

9 **GENERAL MEETINGS**

- 9.1 All meetings of Te Whakakitenga o Waikato other than Annual General Meetings and Half-Yearly General Meetings will be called General Meetings. At least two General Meetings (other than an Annual General Meeting and a Half-Yearly General Meeting) must be held in each Financial Year.
- 9.2 Subject to Rule 10, a General Meeting may be called by the Chairperson of Te Whakakitenga o Waikato in consultation with the Chairperson of Te Arataura (where practicable), and where the Chairperson of Te Whakakitenga o Waikato and the Chairperson of Te Arataura cannot agree, by the Kaahui Ariki Representative following notice from either of the Chairperson of Te Whakakitenga o Waikato or the Chairperson of Te Arataura, or by written request to the Chairperson from Elected Members who hold more than 50% of the Total Marae Votes stating the nature of the business to be transacted or considered at the General Meeting.
- 9.3 Further items of business may be transacted or considered at any Meeting where, in the opinion of the Chairperson of Te Whakakitenga o Waikato, or the Chairperson Te Arataura this may be desirable or where the Elected Members vote, by Ordinary Resolution, for such items to be transacted or considered.
- 9.4 A representative from a Taurahere or other group exclusively made up of members of Waikato may, by notice in writing to the Secretariat received no less than five clear days before the date of the Meeting, request approval for attendance at any Meeting, such request to be considered by the Chairperson of Te Whakakitenga o Waikato. If the Chairperson of Te Whakakitenga o Waikato approves such a request, that representative will be given the opportunity to attend and address the Meeting but will not be entitled to exercise any vote at the Meeting.
- 9.5 The Secretariat must ensure that proceedings of all Meetings are properly recorded and minuted.

10 **TRIENNIAL SPECIAL MEETINGS, REMOVALS AND ELECTIONS**

- 10.1 The Kaahui Ariki Representative will convene a General Meeting (a *Triennial Special Meeting*) for the purpose of:

- (a) electing the Officers of Te Whakakitenga o Waikato; and
- (b) electing the members of Te Arataura (other than the Kaahui Ariki Representative),

to be held on a date determined in accordance with Rule 10.2. The Kaahui Ariki Representative will preside as chairperson in relation to all business conducted at that Triennial Special Meeting and must consult with the elected Chairperson of Te Whakakitenga o Waikato in relation to any other business to be conducted at that Meeting.

- 10.2 Each Triennial Special Meeting must be convened by notice in accordance with Rule 11 for a date that is:
- (a) not less than 30 days after the date of the last Triennial General Meeting;
 - (b) not more than 90 days after the date of the last Triennial General Meeting; and
 - (c) not more than three years after the date of the last Triennial Special Meeting,

provided that Te Whakakitenga o Waikato may, by Special Resolution, agree to extend the date of any Triennial Special Meeting for a period of no longer than three months beyond the timeframes in Rule 10.2(b) or 10.2(c).

- 10.3 If, outside a Triennial Special Meeting:

- (a) the role of an Officer of Te Whakakitenga o Waikato is vacated or there are any vacancies on Te Arataura (other than the Kaahui Ariki Representative) for any reason (including removal or disqualification) that vacancy may be filled, for the unexpired term, by an election in accordance with:
 - (i) Rule 5.5.2 in respect of Officers of Te Whakakitenga o Waikato; and
 - (ii) Rule 16.1.1(a) in respect of members of Te Arataura, or
- (b) a meeting is required to consider the removal of an Officer of Te Whakakitenga o Waikato or a member of Te Arataura,

the election or removal must be considered at Meeting of Te Whakakitenga o Waikato convened and chaired by:

- (c) the Kaahui Ariki Representative, in relation to that part of any Meeting that considers the election or removal of Officers of Te Whakakitenga o Waikato; and
- (d) the Chairperson of Te Whakakitenga o Waikato, in relation to the election or removal of members of Te Arataura and any other business.

- 10.4 A Triennial Special Meeting and any other Meeting convened to fill any vacancy on Te Arataura must not be closed, and must stand adjourned, until the number of elected Te Arataura members is sufficient to constitute a quorum of Te Arataura.

11 NOTICE

The Secretariat, on instruction of the relevant convener of the Meeting, must ensure that written notice of the time and place of a Meeting be sent to the last known address of every Member not less than 21 clear days before the Meeting. The notice must state the place, day and hour of the Meeting, a general description of the business to be transacted at the Meeting, and the text of any Special Resolution to be submitted to the Meeting.



12 **QUORUM**

- 12.1 The number of Elected Members present in person who together hold more than 50% of the Total Marae Votes constitutes a quorum for any Meeting.
- 12.2 Subject to Rule 12.3, no business may be transacted at a Meeting if a quorum is not present.
- 12.3 If a quorum is not present within 30 minutes after the time appointed for the Meeting, the Meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time and place as Te Arataura may appoint and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the Elected Members who are present will constitute a quorum.

13 **VOTING**

- 13.1 At all Meetings, on every motion on which a vote is required, each Marae is entitled to one vote.
- 13.2 If both Elected Members appointed to represent each Marae are present at a Meeting they must jointly and unanimously cast the vote of that Marae on every motion and any disagreement between those Elected Members will render the vote of that Marae invalid. Where only one of the Elected Members appointed to represent each Marae is present at a meeting, that Elected Member may validly cast the vote of that Marae on each motion without consultation with the absent Elected Member.
- 13.3 Voting at all Meetings will be by show of hands or electronic means unless a secret ballot is demanded by no less than 10% of Marae represented at the relevant Meeting by Elected Member(s) present in person.
- 13.4 Except where a Special Resolution (being a resolution approved by a majority of more than 75% of the Total Marae Votes) is required in these Rules, a resolution or motion must be adopted if it is approved by Ordinary Resolution (being a resolution approved by a majority of more than 50% of Total Marae Votes).

14 **CONDUCT OF MEETINGS**

- 14.1 Except as otherwise provided in these Rules, all Meetings of Te Whakakitenga o Waikato will be conducted in accordance with the Procedure for Meetings.

15 **CODE OF CONDUCT AND CONFLICT OF INTEREST**

- 15.1 All Members are bound by and must comply with the Code of Conduct.
- 15.2 All conflicts of interest will be managed in accordance with the Conflict of Interest Policy.



16 **MEMBERS OF TE ARATAURA**

16.1 **Appointment of Members**

16.1.1 Te Arataura will consist of 11 members appointed as follows:

- (a) 10 of the members will be elected from the Elected Members by Ordinary Resolution, provided that a Marae may not be represented by more than one member of Te Arataura at any time (the *Marae Representatives*); and
- (b) one member will be the Kaahui Ariki Representative.

16.1.2 The election of the members of Te Arataura (other than the Kaahui Ariki Representative) will occur at a Meeting convened pursuant to Rule 10.

16.2 **Term of Membership**

16.2.1 Each of the members of Te Arataura elected pursuant to Rule 10 will hold office:

- (a) from the date of the relevant Meeting appointing that member;
- (b) until the conclusion of the Triennial Special Meeting held after the Meeting at which he or she was elected,

unless member(s) of Te Arataura (including the Kaahui Ariki Representative) are disqualified from membership pursuant to Rule 16.4 or Rule 5.3 prior to the end of that term.

16.2.2 Members of Te Arataura are eligible for re-election for subsequent terms provided that no person (other than the Kaahui Ariki Representative) may be elected as a member of Te Arataura for more than three consecutive full or partial terms.

16.3 **Election of Officers**

The members of Te Arataura from time to time will elect a Chairperson of Te Arataura and Deputy Chairperson of Te Arataura. The Kaahui Ariki Representative will preside as Chairperson at any meeting of the members of Te Arataura that considers electing, removing or replacing the Chairperson or the Deputy Chairperson of Te Arataura.

16.4 **Disqualification and Removal of members of Te Arataura and Officers of Te Whakakitenga o Waikato**

16.4.1 An Officer of Te Whakakitenga o Waikato will cease to be an Officer of Te Whakakitenga o Waikato and a member of Te Arataura (including the Kaahui Ariki Representative) will cease to be a member of Te Arataura (and if the Chairperson or Deputy Chairperson of Te Arataura will each cease to hold his or her respective office) and a vacancy will be created if he or she:

- (a) in the case of a Marae Representative ceases to be an Elected Member, and in the case of a the Kaahui Ariki Representative would be disqualified from being a member of Te Whakakitenga o Waikato under Rule 5.3.1(a) - 5.3.1(i) (inclusive);
- (b) resigns by notice in writing and delivers such notice to the Secretariat;
- (c) would be disqualified from being a:

- (i) director of a company pursuant to section 151 (2) of the Companies Act 1993;
 - (ii) officer of a charitable entity pursuant to section 16(2) of the Charities Act 2005;
 - (d) would be prohibited from being a director of a company or an officer or promoter or being concerned or taking part in the management of a company or any other entity under any provision of law;
 - (e) in the case of a Marae Representative, is removed from his or her applicable position by a Special Resolution;
 - (f) acts (whether or not in his or her capacity as an Elected Member or the Kaahui Ariki Representative) in a manner which has brought or is likely to bring Te Whakakitenga o Waikato into disrepute and/or materially breaches these Rules, including the Code of Conduct and/or the Conflict of Interest Policy, as determined by Hohou Te Rongo under Schedule 7; or
 - (g) in the case of the Kaahui Ariki Representative, is removed from his or her position in accordance with Rule 5.4.
- 16.4.2 Te Whakakitenga o Waikato may fill any vacancy on Te Arataura (other than in respect of the Kaahui Ariki Representative) for the unexpired term of the relevant vacancy in accordance with Rule 10.3.
- 16.5 Meetings of Te Arataura**
- 16.5.1 Te Arataura will meet at least monthly and otherwise as frequently as a majority of Te Arataura members or the Chairperson of Te Arataura considers necessary. At a meeting of Te Arataura, six (6) Te Arataura members constitutes a quorum. If a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is adjourned for five (5) clear days at the same time and place, and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the members who are present will constitute a quorum.
- 16.5.2 Not less than two clear days' notice of a meeting of Te Arataura must be given to every Te Arataura member who is in New Zealand, unless the Chairperson of Te Arataura or a majority of Te Arataura members believes it is reasonably necessary to convene a meeting of Te Arataura as a matter of urgency (*Urgent Notice*), in which case short notice of the meeting may be given, so long as at least 8 hours' notice is given, and the notice must include the date, time and place of the meeting and the general nature of the matters to be discussed.
- 16.5.3 An irregularity in the notice of a meeting of Te Arataura (including the absence of the requisite notice period as specified in 16.5.2) will be waived if all the members of Te Arataura entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such members of Te Arataura agree to the waiver.
- 16.5.4 Notice to a member of Te Arataura may be:
- (a) delivered by hand to the member;

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- (b) posted to the most recent address provided by the member for that purpose;
- (c) sent by facsimile to the most recent facsimile number provided by the member for that purpose;
- (d) sent by email to the most recent email address provided by the member for that purpose;
- (e) by any other electronic means in such manner as the member may request; or
- (f) in the case of an Urgent Notice pursuant to Rule 16.5.2 if it is not practicable to give written notice, notice may be given by telephone communication to each member of Te Arataura at the telephone number provided by the member for that purpose.

16.5.5 A notice pursuant to this Rule 16.5 is deemed to be given:

- (a) if sent by hand, when delivered;
- (b) if sent by post, three days after it is posted;
- (c) if sent by facsimile, upon successful transmission of the whole document to the number provided (as evidenced by a transmission receipt from the sender's facsimile machine); or
- (d) if by electronic means (including email), at the time of transmission.

16.5.6 A meeting of Te Arataura may be held either by:

- (a) a number of members sufficient to form a quorum being assembled together at the place, date and time appointed for the meeting; or
- (b) by means of audio, or audio and visual, communication by which all the members participating in the meeting and sufficient to form a quorum, can simultaneously hear each other throughout the meeting.

16.5.7 At the commencement of the meeting each member must acknowledge his or her presence for the purpose of the meeting to all the other members taking part.

16.5.8 A member may not leave the meeting by disconnecting his or her means of communication unless he or she has previously obtained the express consent of the Chairperson of Te Arataura and a member must be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other means of communication unless he or she has previously obtained the express consent of the Chairperson of the Te Arataura to leave the meeting as aforesaid.

16.5.9 A minute of the proceedings at such meeting by telephone or other means of communication is sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as correct by the Chairperson of Te Arataura.

- 16.5.10 Each Te Arataura member has one vote on all resolutions before Te Arataura and a resolution will be carried by a majority of votes of all Te Arataura members (whether or not all members are present at the relevant meeting) in favour. In the event of an equal vote, the Chairperson of Te Arataura does not have a casting vote.
- 16.5.11 A resolution in writing, signed by at least eight of the members of Te Arataura is as valid and effective as if it had been passed at a meeting of Te Arataura convened and held. Any such resolution in writing may consist of several documents (including documents which have been sent by facsimile, email or other similar means of communication) in like form each signed or assented to by one or more members of Te Arataura. A copy of any such resolution in writing must be entered in the minute book of proceedings of Te Arataura and promptly notified to all other members of Te Arataura.
- 16.5.12 Subject to Rule 16.3, the Chairperson of Te Arataura will preside at all meetings of Te Arataura. In the absence of the Chairperson of Te Arataura, the Deputy Chairperson of Te Arataura will preside and in his or her absence, Te Arataura members present must elect a Chairperson for that meeting. The Chairperson of Te Arataura will ensure that proceedings of all meetings of Te Arataura are properly recorded, minuted and notified (including pursuant Rule 16.5.11).
- 16.5.13 Except as otherwise provided in these Rules (including the Procedure for Meetings, as applicable) Te Arataura may regulate its own procedure.
- 16.5.14 All acts done by any person acting as a member of Te Arataura, may, notwithstanding that it be afterwards discovered that there was some defect in the appointment of such member or that he or she was not qualified to hold, or was disqualified from holding, office as a member is as valid as if that person had been duly appointed and was qualified to hold office as a member.
- 16.5.15 The Chairperson of Te Whakakitenga o Waikato (or the Deputy Chairperson of Te Whakakitenga o Waikato) may attend any appropriate meeting of Te Arataura. The Chairperson of Te Whakakitenga o Waikato may address, but is not entitled to vote at, that meeting.
- 16.6 Indemnity**
- 16.6.1 Te Whakakitenga o Waikato may indemnify each Indemnified Person against any costs incurred by that Indemnified Person in any proceeding:
- (a) that relates to liability for any act or omission made by the Indemnified Person in his or her qualifying capacity as an Indemnified Person; and
 - (b) in which judgment is given in the Indemnified Person's favour, or in which the Indemnified Person is acquitted, or which is discontinued.
- 16.6.2 Subject to the terms of any relevant Trust's deed, Te Whakakitenga o Waikato may indemnify each Indemnified Person, from the assets of the relevant Trust, against:
- (a) any liability the Indemnified Person incurs to any person other than Te Whakakitenga o Waikato or a Related Entity for any act or omission in his or her qualifying capacity as an Indemnified Person;



- (b) all costs incurred by the Indemnified Person in defending or settling any claim or proceeding relating to any liability under Rule 16.6.2(a) above.

16.6.3 The Indemnity does not apply in respect of any liability arising out of or in connection with the Indemnified Person's:

- (a) wilful default or fraud;
- (b) criminal liability;
- (c) in the case of liability incurred in the Indemnified Person's capacity as a director, liability for breach of section 131 of the Companies Act 1993 (*the duty of directors to act in good faith and in the best interests of the relevant company*);
- (d) in the case of liability incurred in the Indemnified Person's capacity as an employee, liability for breach of any fiduciary duty of loyalty or honesty owed to Te Whakakitenga o Waikato or any Related Entity;
- (e) failure to comply with the provisions of Schedule 7; or

any other liability of the Indemnified Person for which the giving of an indemnity is prohibited by law or the relevant Trust's deed.

16.7 Insurance

16.7.1 Te Arataura is authorised to Effect Insurance for each Indemnified Person in respect of:

- (a) liability, not being criminal liability, for any act or omission in his or her qualifying capacity as an Indemnified Person;
- (b) costs incurred by that Indemnified Person in defending or settling any claim or proceeding relating to any such liability; and
- (c) costs incurred by an Indemnified Person in defending any criminal proceedings in which he or she is acquitted.

16.7.2 Te Arataura may cause Te Whakakitenga o Waikato to Effect Insurance specified in Rule 16.7.1.

16.7.3 The members of Te Arataura who vote in favour of authorising the Effecting of Insurance under Rule 16.7.2 must sign a certificate stating that, in their opinion, the cost of Effecting the Insurance is fair to Te Whakakitenga o Waikato.

16.8 Definitions

For the purpose of Rules 16.6 and 16.7 only:

- (a) the term "Effect Insurance" includes pay, whether directly or indirectly the costs of the insurance (and the terms "Effecting the Insurance", "Effecting of Insurance" and "Insurance Effectuated" have corresponding meanings); and
- (b) the term "Indemnify" includes to relieve or excuse from liability, whether before or after the liability arises; and "Indemnity" has a corresponding meaning.



17 **REMUNERATION**

Te Whakakitenga o Waikato may, by Ordinary Resolution, authorise the payment of remuneration to:

- (a) a member of Te Arataura, including the Kaahui Ariki Representative, for services as a member of Te Arataura;
- (b) Elected Members for services as a Member;
- (c) the Officers of Te Whakakitenga o Waikato,

and determine the amount of those payments, if Te Whakakitenga o Waikato is satisfied that to do so is fair and reasonable to Te Whakakitenga o Waikato and resolves accordingly. Unless Te Whakakitenga o Waikato determines otherwise, Te Arataura must submit details of any proposed remuneration under this Rule 17 to Te Whakakitenga o Waikato annually for approval.

18 **DUTIES AND RESPONSIBILITIES OF TE ARATAURA**

18.1 Te Whakakitenga o Waikato has the authority and responsibility for the matters set out in this Rule 18.1 and Rules 18.4, 18.5 and Part A of Schedule 4, and the powers of Te Arataura will be limited to the extent set out in those Rules. In respect of Te Whakakitenga o Waikato Reserved Matters:

- (a) Te Arataura will be bound by and must consider, follow or give effect to the resolutions, advice or recommendations made by the Elected Members in respect of Te Whakakitenga o Waikato Reserved Matters; and
- (b) Te Arataura must not give effect to any Te Whakakitenga o Waikato Reserved Matter without prior approval of Te Whakakitenga o Waikato in accordance with Part A of Schedule 4. Te Arataura may however, agree to undertake a Te Whakakitenga o Waikato Reserved Matter, provided that performance of that undertaking is subject to, and conditional on, the relevant Te Whakakitenga o Waikato approval.

18.2 Subject to Rule 18.1, 18.4, 18.5 and Part A of Schedule 4, Te Arataura has the authority and responsibility to manage the business and affairs of Te Whakakitenga o Waikato, including its duties and functions as the trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust and may do all things which may lawfully be executed or done by Te Whakakitenga o Waikato which are not Te Whakakitenga o Waikato Reserved Matters (set out in Part A of Schedule 4) or required by these Rules to be done at a Meeting.

18.3 Without limiting its powers pursuant to Rule 18.2, Te Arataura will:

- (a) supervise the collection and disbursement of all moneys of Te Whakakitenga o Waikato;
- (b) cause to be kept a full account of all moneys received by Te Whakakitenga o Waikato to be paid into such bank as Te Arataura from time to time directs, to the credit of Te Whakakitenga o Waikato. Moneys will be withdrawn from the bank only by cheques signed by two signatories appointed by



Te Arataura or by direct bank credits or transfers approved by Te Arataura or its representative(s) who have the authority delegated to them;

- (c) prepare and approve the financial statements of Te Whakakitenga o Waikato for presentation at the Annual General Meeting;
- (d) ensure that reports on the activities and affairs of Te Whakakitenga o Waikato, including in its capacity as trustee of the Trusts, are prepared and provided to Te Whakakitenga o Waikato at least quarterly;
- (e) ensure that Te Whakakitenga o Waikato conscientiously carries out its duties and functions as the trustee of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust to enable Te Arataura to report to the Members of Te Whakakitenga o Waikato at Annual, Half-Yearly and General Meetings;
- (f) establish and maintain the office of the Secretariat and ensure the Secretariat carries out its responsibilities under the Rules (with an address for notice at the registered office of Te Whakakitenga o Waikato);
- (g) ensure that the Rules and any amendments are appropriately maintained, including filing amendments with the Registrar of Incorporated Societies and any other regulatory body as required by law;
- (h) ensure that a governance and representation review including consideration of the operation of these Rules, takes place at least before the third Triennial General Meeting held after the date of these Rules. The intention is that the first review should take place in or before 2022; and
- (i) carry out those activities in Part B of Schedule 4.

18.4 Te Arataura must not exercise any vote or otherwise grant any consent or approval to any of the matters listed below unless that action has been approved (or performance of the undertaking is subject to, and conditional on, approval) by a Special Resolution at a Meeting:

- (a) amending any provision of the Trust Deeds (including the addition or deletion of any Marae to the fifth schedule to the Lands Trust Deed);
- (b) appointing any successor as trustee of any or all of the Trusts, removing any such successor or trustee appointed in place of such successor and appointing a new trustee and stating rules governing the procedure of the trustee for the time being;
- (c) the acquisition or disposition of assets, or an agreement to acquire or to dispose of assets and/or whenua/land, whether contingent or not, or a transaction of Te Whakakitenga o Waikato that has or is likely to have the effect of any of the Trusts acquiring rights or interests or incurring obligations or liabilities, the value and/or basis (including the treatment of whenua/land) of which is either determined by Te Whakakitenga o Waikato by Special Resolution from time to time or otherwise, where no determination has been made, the value of which is 10% or more of the gross assets of all the Trusts taken as a whole.

- 18.5 Te Arataura must not exercise any vote or otherwise grant any consent or approval to any final settlement of outstanding Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui to the Waikato River, the West Coast Harbours and Wairoa and Maloro Land Blocks as described in the 1995 Deed of Settlement between Waikato-Tainui and the Crown and any settlement of other existing or future Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui, unless that action has been approved by:

- (a) a Special Resolution; and
- (b) more than 50% of Marae, as evidenced by the written consent of the relevant Marae and provided to the Secretariat in the form set out in Part B of Schedule 3.

19 **DELEGATION AND COMMITTEES**

- 19.1 Each of Te Whakakitenga o Waikato and Te Arataura may form such committees for such purposes as Te Whakakitenga o Waikato or Te Arataura (as relevant) considers necessary or desirable for the attainment of any or all of the objects expressed in these Rules.
- 19.2 Committees will comprise such persons, who need not be Elected Members, as Te Whakakitenga o Waikato (in the case of a committee of Te Whakakitenga o Waikato) or Te Arataura (in the case of a committee of Te Arataura) considers appropriate or desirable and at least one member of each committee must be a Te Arataura member.
- 19.3 Committees must report their activities to Te Arataura and all decisions or actions taken by committees are subject to the approval of Te Arataura (or Te Whakakitenga o Waikato in the case of a Te Whakakitenga o Waikato Reserved Matter), except when authority is specifically and expressly delegated.
- 19.4 Each of Te Whakakitenga o Waikato and Te Arataura may delegate any of its respective powers in writing to such person or persons as Te Whakakitenga o Waikato or Te Arataura (as relevant) may determine from time to time, including the Secretariat and any committees.

20 **ALTERATIONS TO THE RULES**

Any alteration or change to these Rules (including any Schedule to the Rules) shall be made only if that alteration or change has been approved by:

- (a) Special Resolution, where the amendment:
 - (i) relates to a Rule or other matter which, under these Rules, is subject to decision of Te Whakakitenga o Waikato by Special Resolution; or
 - (ii) would materially impact the intent and/or operation of such a Rule or other matter; and
- (b) in all other cases, by Ordinary Resolution.

21 WINDING UP

- 21.1 Te Whakakitenga o Waikato may not be wound up except by a Special Resolution passed at a General Meeting specially convened for the purpose. No such Special Resolution may be passed unless prior to or contemporaneously with the passing of such Special Resolution the powers of appointment and removal of the trustees of each of the Trusts is vested in a continuing legal entity or body of persons and the Rules governing the procedure of each of the trustees of the Trusts have been vested in that continuing legal entity or body of persons.
- 21.2 In the event of Te Whakakitenga o Waikato being wound up, its remaining assets, after the satisfaction of its debts and liabilities and the expenses of the winding up, must be distributed to such other body having objects similar to those of Te Whakakitenga o Waikato to be applied by such body for the advancement of the members of Waikato or for charitable purposes, which those members of Waikato may specify.

22 COMMON SEAL

The common seal of Te Whakakitenga o Waikato must be kept in a safe place at the registered office of Te Whakakitenga o Waikato and the seal must not be affixed to any instrument except in pursuance of a resolution of Te Whakakitenga o Waikato or Te Arataura and in the presence of the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato or, if either one of them is unavailable, in the presence of the available Officer of Te Whakakitenga o Waikato and the Chairperson of Te Arataura.


23 AUDIT

Te Whakakitenga o Waikato will have its annual financial statements audited annually by an independent auditor appointed by Te Arataura on such terms as to remuneration agreed between the parties.

24 DISPUTES

- 24.1 If any Member of Te Whakakitenga o Waikato or a member of Te Arataura (as the case may be) believes that a Dispute has arisen, that Dispute must be handled in accordance with Hohou Te Rongo.
- 24.2 Until the first Panel is appointed in accordance with the procedure set out in Schedule 7:
- (a) any Dispute must be notified to:
- (i) the Officers of Te Whakakitenga o Waikato; or
 - (ii) where the Dispute relates to or involves an Officer of Te Whakakitenga o Waikato, the Kaahui Ariki Representative; or
 - (iii) where the Dispute relates to or involves an Officer of Te Whakakitenga o Waikato and the Kaahui Ariki Representative, the Chairperson of Te Arataura,

who will organise an appropriate mediation; and



- (b) any question of disrepute which arises under Rule 5.3.1(h) or 16.4.1(f) must be determined by Ordinary Resolution.

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SCHEDULE 1

HAPUU OF WAIKATO

1. Ngaati Aamaru
2. Ngaati Apakura
3. Ngaati Hauaa
4. Ngaati Hikairo
5. Ngaati Hine
6. Ngaati Koheriki
7. Ngaati Koroki
8. Ngaati Kuiaarangi
9. Ngaati Maahanga
10. Ngaati Mahuta
11. Ngaati Makirangi
12. Ngaati Naho
13. Ngaati Ngutu
14. Ngaati Paretauua
15. Ngaati Paretekawaa
16. Ngaati Pou
17. Ngaati Puhiaue
18. Ngaati Raukawa ki Panehakua
19. Ngaati Ruru
20. Ngaati Tahinga
21. Ngaati Tai
22. Ngaati Tamainupo
23. Ngaati Tamaoho
24. Ngaati Taratikitiki
25. Ngaati Te Ata
26. Ngaati Te Wehi
27. Ngaati Tilpaa
28. Ngaati Wairere
29. Ngaati Werakookoo
30. Ngaati Whaawhaakia
31. Ngaitai
32. Tainui-a-Whiro
33. Te Aakitai

*R. S.
MMS*

SCHEDULE 2

BENEFICIARY MARAE OF WAIKATO AS AT THE DATE OF THE RULES

PART A:

- | | |
|-------------------------|---|
| 1. Aaruka | 33. Tangirau (Walkeri) |
| 2. Aotearoa | 34. Tangoao (Taniwha) |
| 3. Hiiona | 35. Tauhei |
| 4. Horahora | 36. Taupiri |
| 5. Hukanui | 37. Tauranganui |
| 6. Kahotea | 38. Te Aakau |
| 7. Kai-a-te-Mata | 39. Te Awamaarahi |
| 8. Kaitumutumu | 40. Te Hoe-o-Tainui |
| 9. Makaurau | 41. Te Iti-a-Hauaa |
| 10. Maketuu | 42. Te Kaharoa (Aramiro) |
| 11. Mangatangi | 43. Te Kauri |
| 12. Mangatoatoa | 44. Te Kooraha |
| 13. Maungatautari | 45. Te Kotahitanga |
| 14. Maurea | 46. Te Ohaaki |
| 15. Mookai Kainga | 47. Te Papaorotu |
| 16. Mootakotako | 48. Te Papatapu |
| 17. Ngaa Hau e Whaa | 49. Te Poho o Tanikena (formerly Opuatia) |
| 18. Ngaataierua | 50. Te Puea |
| 19. Ngaatira | 51. Te Taumata (Paaraawera) |
| 20. Omaero | 52. Te Tihi-o-Moerangi (Makomako) |
| 21. Ookapu | 53. Te Tokanganui-aa-noho |
| 22. Ooraeroa | 54. Tikirahi |
| 23. Owairaka | 55. Tuurangawaewae |
| 24. Poihaakena | 56. Umupuia |
| 25. Poohara | 57. Waahi |
| 26. Pukerewa | 58. Waikare |
| 27. Puukaki | 59. Waikaretuu |
| 28. Puurekireki | 60. Waingaro |
| 29. Raakaunui | 61. Waipapa |
| 30. Raungaiti (Waharoa) | 62. Waitii |
| 31. Rereteewhioi | 63. Whaataapaka |
| 32. Rukumoana | 64. Ookarea |
| | 65. Matahuru |
| | 66. Waimakariri |

For the purposes of Rule 13, as at the date of these Rules each of the Marae listed above are participating Marae and each of them are entitled to one vote on every motion on which a vote is required and:

- Total Marae Votes: 66;
- An Ordinary Resolution requires support of at least 34 Marae; and
- A Special Resolution requires support of at least 50 Marae.



**PART B: BENEFICIARY MARAE OF WAIKATO WHO DID NOT AUTHORISE SIGNING
OF THE DEED OF SETTLEMENT AND/OR ARE NOT PARTICIPATING IN TE
WHAKAKITENGA O WAIKATO AT THE DATE OF THESE RULES**

Tahunakaitoto

Te Koopua

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SCHEDULE 3

PART A: FORM OF ELECTION CERTIFICATE – ELECTED MEMBERS

(RULE 5.1.5)

TE WHAKAKITENGA O WAIKATO INCORPORATED ELECTION CERTIFICATE

The persons named below were elected as representatives of _____ Marae at a Hui-aa-Marae / by a Ballot (delete one) duly convened or organised for the purpose of, and held in accordance with, the Rules of Te Whakakitenga o Waikato. By signing this Election Certificate each of those elected representatives consents to being an Elected Member of Te Whakakitenga o Waikato.

Representative 1

(Surname)

(First Names)

(Signature)

Representative 2

(Surname)

(First Names)

(Signature)

Note: Each Marae may elect an Alternate Member in accordance with the Rules. By signing this Election Certificate the person elected consents to being an Alternate Member of Te Whakakitenga o Waikato.

Alternate Member

(Surname)

(First Names)

(Signature)

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Note: Each Marae may nominate one of its representatives for the purposes of the election of the members of Te Arataura and (separately) Officers of Te Whakakitenga o Waikato to be held in accordance the Rules of Te Whakakitenga o Waikato. The representative(s) so nominated are:

Officer of Te Whakakitenga o Waikato Candidate(s):

Te Arataura Candidate:

**Chairperson of Te
Whakakitenga o
Waikato:**

**Deputy Chairperson of Te
Whakakitenga o Waikato:**

Name

Name

Name

CERTIFIED on behalf of _____ Marae by:

(Name of Chairperson)

(Signature)

(Name of Secretary/Officer)

(Signature)

Dated the _____ day of _____ 2 _____

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[Handwritten signature]

PART B: FORM OF CERTIFICATE OF CONSENT

(RULE 18.5(b))

The Beneficiaries of _____ Marae at a Hui-aa-Marae / by a Ballot (delete one) duly considered and by a majority of **[insert]** resolved to give their consent to Te Arataura **[insert details of decision]**.

CERTIFIED on behalf of _____ Marae by:

(Name of Chairperson)

(Signature)

(Name of Secretary)

(Signature)

Dated the _____ day of _____ 2 _____

R. J. J.
mm

SCHEDULE 4

PART A: TE WHAKAKITENGA O WAIKATO RESERVED MATTERS

Each of the following matters are Te Whakakitenga o Waikato Reserved Matters and require the approval of Te Whakakitenga o Waikato by Ordinary Resolution or Special Resolution (as indicated). Where a specific Rule is indicated, the provisions of that Rule apply.

Matters requiring approval by Special Resolution

- 1 Removal, at any time, of the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato (Rule 5.5.2(b)).
- 2 Extension to the period in which a Triennial Special Meeting must be held (Rule 10.2).
- 3 Removal of a Marae Representative as a member of Te Arataura (Rule 16.4.1(e)).
- 4 Any alteration or change to the Rules where the amendment relates to a Rule or other matter which, under these Rules, is subject to decision of Te Whakakitenga o Waikato by Special Resolution (Rule 20(a)).
- 5 Amending any provision of the Trust Deeds (including without limitation, the addition or deletion of any Marae to the fifth schedule to the Lands Trust Deed) (Rule 18.4(a)).
- 6 Appointing any successor as trustee of any or all of the Trusts, removing any such successor or trustee appointed in place of such successor and appointing a new trustee and stating rules governing the procedure of the trustee for the time being (Rule 18.4(b)).
- 7 The acquisition or disposition of assets, or an agreement to acquire or to dispose of assets and/or whenua/land, whether contingent or not, or a transaction of Te Whakakitenga o Waikato that has or is likely to have the effect of any of the Trusts acquiring rights or interests or incurring obligations or liabilities, the value and/or basis (including the treatment of whenua/land) of which is either determined by Te Whakakitenga o Waikato by Special Resolution from time to time or otherwise, where no determination has been made, the value of which is 10% or more of the gross assets of all the Trusts taken as a whole. (Rule 18.4(c)).
- 8 A determination of the value or basis (including the treatment of whenua/land) for the purposes of Rule 18.4(c).
- 9 Authorising Te Arataura to exercise a vote or otherwise grant a consent or approval to a final settlement of outstanding Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui to the Waikato River, the West Coast Harbours and Wairoa and Maoro Land Blocks as described in the 1995 Deed of Settlement between Waikato-Tainui and the Crown and any settlement of other existing or future Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu claims of Waikato-Tainui (Rule 18.5) and subject to formal Marae consent as required pursuant to Rule 18.5(b).



- 10 Approving the wind up of Te Whakakitenga o Waikato (Rule 21.1).
- 11 Any other matter that requires a Special Resolution in accordance with the Rules.
- 12 Following any proposal or recommendation by Te Arataura:
 - 12.1 approving, by Special Resolution, any fundamental structural changes to Te Whakakitenga o Waikato and its Related Entities;
 - 12.2 recommending, by Special Resolution, the replacement or removal of Pootatau Te Wherowhero land to Custodial Trustees (and with consent of Custodial Trustees will implement same);
 - 12.3 approving, by Special Resolution, the removal of any Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu negotiators, negotiating for and on behalf of Te Whakakitenga o Waikato and/or its Related Entities.

Matters requiring approval by Ordinary Resolution

- 13 Changing the Balance Date of Te Whakakitenga o Waikato (see definition of *Balance Date* in Rule 4).
- 14 Election, at each Triennial Special Meeting, of the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato (Rule 5.5.1).
- 15 Election of a Chairperson for a meeting of Te Whakakitenga o Waikato where both the Chairperson of Te Whakakitenga o Waikato and the Deputy Chairperson of Te Whakakitenga o Waikato are absent (Rule 5.5.3) or where a position is vacant (Rule 5.5.2).
- 16 Approval of the transaction or consideration of further items of business at Meetings of Te Whakakitenga o Waikato (Rules 7.2(d), 8.2(c) and 9.3).
- 17 Election of Marae Representatives as members of Te Arataura (Rule 16.1.1(a)).
- 18 Filling of a vacancy on Te Arataura for the unexpired term of the relevant vacancy (Rule 16.4.2).
- 19 Authorising the payment of remuneration (Rule 17).
- 20 Any alteration or change to the Rules that is not captured by paragraph 4 of this Part A of Schedule 4 (Rule 20(b)).
- 21 Any other matter that requires an Ordinary Resolution in accordance with these Rules.
- 22 Following any proposal or recommendation by Te Arataura, approving by Ordinary Resolution:
 - 22.1 the strategic direction of Waikato-Tainui (for example, amendments to Whakatupuranga 2050) including all matters relating to the long term vision, values, mission, strategic objectives of the Trusts, Te Whakakitenga o Waikato and its Related Entities;

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- 22.2 the appointment of any Treaty of Waitangi/Te Tiriti o Waitangi and/or raupatu negotiators, negotiating for and on behalf of Te Whakakitenga o Waikato and/or its Related Entities;
 - 22.3 the annual budget for the Lands Trust and the River Trust including the distribution of funds to the Office of the King, the Waikato Endowed Colleges Trust and other tribally significant entities.
- 23 Following any report of Te Arataura, formal monitoring of the performance of the Lands Trust and the River Trust against the strategic objectives of Te Whakakitenga o Waikato and its Related Entities, and formal monitoring of the performance of the Waikato Endowed Colleges Trust and Tainui Group Holdings Limited.

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PART B: TE ARATAURA MATTERS

For the purpose of illustration and without limiting the powers of Te Arataura, including as set out in Rule 18.2 and Rule 18.3, each of the following matters are examples of matters which Te Arataura has responsibility for. Where a specific Rule is indicated, the provisions of that Rule apply.

- 1 Effecting insurance in relation to Indemnified Persons (Rule 16.7) and assets of the Trusts.
- 2 Supervision of the collection and disbursement of all moneys of Te Whakakitenga o Waikato (Rule 18.3(a)).
- 3 Maintaining bank accounts for Te Whakakitenga o Waikato (Rule 18.3(b)).
- 4 Financial accounts including preparation and approval of financial statements for presentation to Te Whakakitenga o Waikato (Rules 6 and 18.3(c)).
- 5 Preparation of reports on the activities and affairs of Te Whakakitenga o Waikato, including in its capacity as trustee of the Trusts, and provision of reports to Te Whakakitenga o Waikato (Rule 18.3(d)).
- 6 Ensuring Te Whakakitenga o Waikato carries out the duties and functions as trustee of the Trusts to enable Te Arataura to report to Te Whakakitenga o Waikato at Meetings (Rule 18.3(e)).
- 7 Establishing and maintaining the office of the Secretariat and ensuring the Secretariat carries out its responsibilities under the Rules (Rule 18.3(f)).
- 8 Ensuring the Rules and any amendments are appropriately maintained including filings with regulatory bodies (Rule 18.3(g)).
- 9 Ensuring a governance and representation review including consideration of the operation of the Rules, is carried out (Rule 18.3(h)).
- 10 Consider, follow and give effect to the resolutions, advice or recommendations made by Elected Members in respect of Te Whakakitenga o Waikato Reserved Matters (Rule 18.1(a)).
- 11 Receive and consider reports from Te Whakakitenga o Waikato committees for matters that are not Te Whakakitenga o Waikato Reserved Matters (Rule 19.3).
- 12 Appointing (including determining the terms and remuneration) of any auditor (Rule 23).
- 13 Coordinate and manage subcommittees of Te Arataura (including establishing a subcommittee to act as the Hohou Te Rongo Appointments Committee (Rule 19, Rule 24 and Schedule 7 (clause 26))).
- 14 Ensuring the Hohou Te Rongo Panel is operational and maintained (Schedule 7 (clause 28)).
- 15 Drafting and implementation of policies and procedures in relation to Hohou Te Rongo (Schedule 7 (clause 30)).



- 16 Risk management and audit management processes (including internal audit and external audit) for Te Whakakitenga o Waikato.
- 17 Management and maintenance of the Waikato-Tainui tribal beneficiary roll.
- 18 Employment, performance and remuneration of the Waikato-Tainui Chief Executive Officer.
- 19 Implementing the long term vision, values, mission, strategic objectives of Te Whakakitenga o Waikato and its Related Entities.
- 20 Consulting with Te Whakakitenga o Waikato in relation to matters of tribal significance and expectations for Related Companies and Related Entities.
- 21 All and any other responsibilities of Te Whakakitenga o Waikato not set out in the Te Whakakitenga o Waikato Reserved Matters.

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SCHEDULE 5

CODE OF CONDUCT

(RULE 15.1)

This Code of Conduct illustrates guiding principles and standards of conduct that Te Whakakitenga o Waikato expects of its Members and members of Te Arataura.

Unless the context requires otherwise, capitalised terms have the same meaning as set out in the Rules.

Guiding Principles

In the exercise of their roles and responsibilities within Te Whakakitenga o Waikato and pursuant to these Rules, Members and members of Te Arataura should always seek to act in accordance with and promote the tikanga of Waikato-Tainui especially the principles of whakaiti, rangimaarie, mahi tahi, kotahitanga, manaakitanga, aroha, whakapono and kia tuupato.

In addition Members and Te Arataura members should seek to:

- act with integrity and honesty;
- keep promises and commitments;
- appropriately disclose conflicts of interest; and
- maintain confidentiality.

These principles serve as the bedrock of Te Whakakitenga o Waikato, and will remind Members and members of Te Arataura of the standards that they are expected to maintain.

Conduct of Members

Standards of Behaviour

At any meeting held pursuant to the Rules, Members and members of Te Arataura should:

- treat each other and any officers and employees of Te Whakakitenga o Waikato and its Related Entities with equal regard, dignity, concern, decency and respect;
- behave in a professional, reasonable and courteous manner at all times;
- not act in a manner that undermines the trust and confidence of Te Whakakitenga o Waikato;
- not use disrespectful speech or offensive or malicious language;
- not engage in unacceptable behaviours. Unacceptable behaviours include threats of or actual violence, offensive, humiliating, ridiculing or belittling comments, derogatory jokes, offensive body language, insults, shouting and persistent/public criticism;
- not impute improper motives, or make offensive remarks about any other member, including in relation to their private life; and
- not make a disturbance or create disorder while another person is speaking or at any time during the meeting.

Members and members of Te Arataura may propose that Members or members of Te Arataura are requested to leave the meeting on the basis that she/he has breached a standard of behaviour.



Attendance at Meetings

Members are generally expected to attend meetings held pursuant to the Rules. The Secretariat must:

- keep a record of all attendances and absences;
- notify each Marae of attendances and absences at Meetings; and
- notify Te Whakakitenga o Waikato of attendances and absences at meetings of Te Arataura.

Oath of Allegiance to Waikato-Tainui and Kiingitanga

At a relevant meeting, the Chair of Te Whakakitenga o Waikato may request all new Members or members of Te Arataura to swear or affirm an oath of allegiance to Waikato-Tainui and Kiingitanga. The following is an example of such oath:

Ko ahau, ko [ingoa] e oati ana ka noho puumau taku pono ki te iwi o Waikato-Tainui me te Kiingitanga, ka matua aro hoki ki ngeenei ture a Te Whakakitenga o Waikato.

I [name] swear that I will be faithful and bear true allegiance to Waikato-Tainui and the Kiingitanga, and I will obey the Rules of Te Whakakitenga o Waikato.

Media and governmental relations

Members and members of Te Arataura must not engage with or provide information to any media or public information service without first complying with the Meeting Procedures.

Relevant Legislation

Members and members of Te Arataura must comply with all laws and regulations relevant to Te Whakakitenga o Waikato, including the Rules and Conflict of Interest Policy.

Material breach

For the purposes of illustration and without limitation, a material breach of the Rules, this Code of Conduct or the Conflict of Interest Policy (as referred to in Rule 5.3.1(h) and 16.4.1(f)) includes, for example:

- a sustained or serious breach of confidentiality;
- a breach of the Rules, Code of Conduct or Conflict of Interest Policy that has a sustained and/or serious and/or adverse effect on all or any one of the Kiingitanga, the Head of the Kaahui Ariki, Waikato-Tainui, Te Whakakitenga o Waikato Incorporated (including as trustee of each of the Waikato Raupatu Lands Trust and the Waikato Raupatu River Trust), any Marae or any Related Entity;
- a sustained or serious breach of the Rules, this Code of Conduct or the Conflict of Interest Policy.



SCHEDULE 6

PROCEDURE FOR MEETINGS

(RULE 14)

1 INTERPRETATION

- 1.1 In this Schedule, unless the context requires otherwise, capitalised terms have the same meaning as set out in the Rules, in addition:

Chairperson means, in respect of a meeting of Te Arataura, the Chairperson of Te Arataura or in respect of a Meeting, the Chairperson of Te Whakakitenga o Waikato, and where appropriate, includes any person acting as a Chairperson of any Committee.

Committee means a committee of Te Arataura or Te Whakakitenga o Waikato.

Public excluded information includes:

- a) information which:
 - i) is currently before a public excluded session; or
 - ii) is proposed to be considered at a public excluded session(other than information subsequently released by the Secretariat as publicly available information);
- b) any minutes (or portions of minutes thereof) of public excluded sessions (other than information subsequently released by the Secretariat as publicly available information); and
- c) any other information that has not been released by the Secretariat as publicly available information.

2 APPLICATION OF THIS SCHEDULE

- 2.1 Any Meeting and any meeting of Te Arataura will be conducted in accordance with the provisions of the Rules and this Schedule 6.
- 2.2 Except as set out in this Schedule and the Rules, Te Whakakitenga o Waikato and Te Arataura may regulate its own procedure, through the Chairperson.

3 AGENDA

- 3.1 Te Arataura, Te Whakakitenga o Waikato, or any Committee shall adopt an agenda, to be included in notice of meeting circulated in accordance with the Rules, which shall normally apply at meetings. The business shall be dealt with in the order in which it stands on the agenda unless the meeting determines otherwise.

4 IRREGULARITIES IN NOTICE OF TE WHAKAKITENGA O WAIKATO MEETING

- 4.1 Any irregularity in a notice of a meeting is waived if an Elected Member representing each Marae entitled to attend and vote at the Meeting attends without protest as to the irregularity or if a waiver is approved by Special Resolution.
- 4.2 The accidental omission to send notice of a meeting to, or the failure to receive notice by, any person entitled to that notice, does not invalidate the proceedings at that Meeting.



5 TIME LIMIT AT MEETINGS

- 5.1 Unless pursuant to a resolution of the members present and voting at a meeting, no meeting shall sit for more than 6 hours nor beyond 10.30pm. Any business on the agenda not dealt with shall be listed for attention at the next meeting.

6 APOLOGIES AND LEAVE OF ABSENCE

- 6.1 The Chairperson may receive apologies at the beginning of the meeting and grant a leave of absence to any member upon application by the member. Apologies, any leave of absence as well as the arrival and departure times of members shall be recorded in the minutes.

7 DELEGATIONS

- 7.1 Delegations that do not meet the criteria set out in Rule 9.4 may be received by Te Arataura or Te Whakakitenga o Waikato provided an outline of the delegation's proposed presentation has been received by the Secretariat no less than five clear days before the date of the meeting concerned and the request to appear has subsequently been approved by the relevant Chairperson. That Chairperson may refuse requests for delegations, which are repetitious or offensive.
- 7.2 Notwithstanding clause 7.1 of this Schedule 6, where in the opinion of the Chairperson of the relevant meeting the matter which is the subject of a delegation is one of urgency, the relevant Chairperson may determine that the delegation be received by Te Arataura or Te Whakakitenga o Waikato without having given the required notice.
- 7.3 Except with approval of a majority of the members present and voting not more than two members of a delegation may address the meeting. After a delegation is received, the members present may put to the delegation any question pertinent to the subject heard, but no member shall express an opinion upon, or discuss the subject, nor move a motion until the delegation has completed making its submissions and answered questions.
- 7.4 The relevant Chairperson may terminate a delegation in progress which is disrespectful or offensive, or where that Chairperson has reason to believe that statements have been made with malice.
- 7.5 Unless a majority of the members present and voting determine otherwise, in any particular case a limit of 5 minutes shall be placed on each of the two members of the delegation addressing the meeting.
- 7.6 No member of a delegation is entitled to exercise any vote at the relevant meeting.

8 PETITIONS

- 8.1 Elected Members may give written notice to the Secretariat of a matter the Elected Member proposes to raise for discussion at the next Meeting at which the Elected Member is entitled to vote.
- 8.2 If the notice is received by the Secretariat at least 28 clear days before the date of the relevant Meeting, the Secretariat must give notice of the petition and the text of any proposed resolution in accordance with the Rules.
- 8.3 Every petition presented to Te Arataura or Te Whakakitenga o Waikato must comprise less than 500 words and must not be disrespectful or use malicious statements.



- 8.4 The Secretariat is not required to include in or with a notice of Meeting any part of the petition, proposal or resolution which the Secretariat considers to be defamatory (as that term is defined in the Defamation Act 1992), frivolous or vexatious.
- 8.5 Any member who presents a petition on behalf of the petitioners shall confine themselves to the reading of the petition and the statement of the parties from which it comes, and the number of signatures attached to it.
- 8.6 Where a petition is presented by a petitioner, unless a majority of the members present and voting determine otherwise, a limit of 5 minutes shall be placed on that person.

9 PUBLIC ACCESS AT MEETINGS

- 9.1 Unless a majority of the members present determine otherwise, all meetings of Te Arataura, Te Whakakitenga o Waikato and any committee will not be open to the public or news media.

Public or media use of information provided at meetings

- 9.2 All information provided to members at meetings will not be available to the public or news media without the prior written approval of the Chairperson of the relevant meeting.
- 9.3 The Chairperson presiding at any meeting may, if that person believes, on reasonable grounds, that the behaviour of any member of the public attending that meeting is likely to prejudice the orderly conduct of that meeting if that member of the public is permitted to remain in that meeting, require that member of the public to leave the meeting.
- 9.4 If any member of the public at a meeting –
- a) refuses or fails to leave the meeting; or
 - b) having left the meeting attempts to re-enter the meeting without the permission of the person presiding at the meeting –

Any constable or officer or employee of Te Whakakitenga o Waikato may at the request of the Chairperson presiding at the meeting remove or as the case may require exclude that member of the public from the meeting.

10 PROVISION OF PUBLIC EXCLUDED INFORMATION

- 10.1 Public excluded information required by Elected Members or members of Te Arataura in the performance of their particular duties, as members shall be supplied to them by the Secretariat. Where the Secretariat is uncertain that public excluded information should be supplied in any particular case, the matter shall be referred to the relevant Chairperson for direction.
- 10.2 No information obtained by any member shall be used for any purpose other than for the proper discharge of duties as a member.
- 10.3 Where the Secretariat or relevant Chairperson has reasonable grounds for believing that public excluded information provided to any member has been misused; the Chairperson may report this and any proposed action in the first instance to Te Arataura and then to Te Whakakitenga o Waikato if required.



SCHEDULE 7

HOHOU TE RONGO

(RULE 24)

Definitions

In this Schedule, unless the context requires otherwise, capitalised terms have the same meaning as set out in the Rules, in addition:

Arbitration Notice has the meaning set out in clause 15 of this Schedule;

Arbitration Panel means the Panellists appointed pursuant to clause 17 (or otherwise nominated pursuant to clause 18);

Custodial Trustee means the Custodians of Te Wherowhero Title, as defined in the Lands Trust Deed, and where only one is elected, that person;

Custodial Trustee Panellist means the Panellist(s) appointed by the Custodial Trustee pursuant to clause 5 of this Schedule (or otherwise nominated pursuant to clause 6 or 7) to consider a particular Dispute and seek resolution of that Dispute in accordance with clause 8 of this Schedule;

Dispute Notice has the meaning set out in clause 1 of this Schedule;

Initiator has the meaning set out in clause 1 of this Schedule;

Mediation Notice has the meaning set out in clause 9 of this Schedule;

Mediation Panel means the Panellists appointed pursuant to clause 10 (or otherwise nominated pursuant to clause 11) to consider a particular Dispute and seek resolution of that Dispute;

Notice of Support means a notice signed by a duly authorised representative of the trustees of the Marae trust (as vested landowners of the Marae) of the Initiator's Marae in the form set out in clause 38 of this Schedule, evidencing the support of that Marae to all or part of the Dispute raised by the Initiator;

Panellists means the standing pool of candidates authorised and appointed by Te Arataura in accordance with clause 26 of this Schedule, available for selection from time to time to form Mediation Panels and/or Arbitration Panels in accordance with this Schedule, and Panellist means any one of them;

Relevant Parties has the meaning set out in clause 1.1 of this Schedule;

Trustee has the meaning set out in clause 6 of this Schedule.

Notice of Dispute

- 1 Where a member of a Marae (in the case of a Dispute in relation to the election of Members), a Member of Te Whakakitenga o Waikato or a member of Te Arataura (as the case may be) believes a Dispute (other than a Question of Disrepute as defined in clause 34, which will be managed in accordance with clauses 34 – 37 of this Schedule) has arisen, that person (the *Initiator*) must notify the Secretariat of that Dispute in writing:

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- 1.1 giving details of the Dispute, including specifying the nature of the Dispute and naming any other parties to the Dispute (together with the Initiator, the *Relevant Parties*);
- 1.2 stating whether or not the Initiator is supported in respect of some or all of the Dispute by their Marae, including providing a Notice of Support, (a *Dispute Notice*).
- 2 On receipt of the Dispute Notice, where the Secretariat is satisfied, acting reasonably, that:
 - 2.1 some or all of the Dispute has the support of the relevant Marae, the supported elements of the Dispute will, within 7 days of the date of the Dispute Notice, be referred to a Custodial Trustee Panellist, appointed in accordance with clause 5, for consideration and negotiated resolution in accordance with clause 8 of this Schedule;
 - 2.2 some or all of the Dispute does not have the support of the relevant Marae, the unsupported elements of the Dispute will not proceed under this Schedule.
- 3 No person can commence court proceedings with respect to all or any part of a Dispute:
 - 3.1 until the process in this Schedule has been completed, in which case a party may only commence court proceedings to the extent permitted by law and this Schedule; or
 - 3.2 unless the court proceedings are to challenge the decision of a Marae not to support all or part of the Initiator's Dispute.
- 4 Where any party initiates court proceedings:
 - 4.1 against a Marae pursuant to clause 3.2; or
 - 4.2 in contravention of this Schedule,

that party will be responsible for meeting his or her costs (including legal costs on a solicitor-client basis) in relation to those proceedings and will not be indemnified or insured by Te Whakakitenga o Waikato in respect of those costs. The reasonable costs (including legal costs on a solicitor-client basis) of a Marae that is the subject of proceedings pursuant to clause 3.2 will be funded by Te Whakakitenga o Waikato, unless determined otherwise.
- 5 Within 7 days of a Dispute Notice, the Custodial Trustee will appoint one Panellist who will attempt to resolve the Dispute in accordance with clause 8 of this Schedule.
- Decisions of the Custodial Trustee***
- 6 Where there is more than one Custodial Trustee (each a *Trustee*) elected in accordance with the Lands Trust Deed, any decision to be made by the Custodial Trustee will be made by a majority of those Trustees, provided that where a Trustee's involvement in the process set out in this Schedule would be or, may give rise to a real or potential material conflict of interest, that Trustee must be excluded

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from the relevant decision. The Head of the Kaahui Ariki may not participate in a decision of the Custodial Trustee where the Kaahui Ariki Representative is involved in or otherwise has a real or potential material conflict of interest in relation to the Dispute.

- 7 Where all Trustees are excluded from making a decision in relation to a Dispute the decision of the Custodial Trustee will be made by the joint decision of the President of the New Zealand Law Society and the President of Te Hunga Roia Māori o Aotearoa (or their respective delegates).

Negotiated Resolution

- 8 Within 7 days of a Dispute being referred to a Custodial Trustee Panellist pursuant to clause 2.1, the Custodial Trustee Panellist will:

8.1 consider the merits of the Dispute; and

8.2 initiate negotiations between the Relevant Parties (or their representatives with authority to settle the Dispute) in an effort to resolve the Dispute by consensus. The Relevant Parties will co-operate and use reasonable endeavours to resolve the Dispute expeditiously.

- 9 If, for any reason, the Dispute is not resolved within 2 days of the initiation of negotiations in accordance with clause 8.2, or within such further period as the Relevant Parties and the Custodial Trustee Panellist may agree upon in writing, any of Relevant Party or the Custodial Trustee Panellist may refer the Dispute to consideration by a Mediation Panel, by notice in writing to the Secretariat and the other Relevant Parties (*Mediation Notice*).

Mediation Panel

- 10 Each of the Relevant Parties and the Custodial Trustee will appoint one Panellist (up to a maximum of three Panellists) to carry out the mediation. The Custodial Trustee Panellist is not eligible for selection to the Mediation Panel. However, where there are more than two Relevant Parties to a Dispute, one Panellist will be appointed by the Custodial Trustee and the remaining Panellists will be appointed by agreement between the Relevant Parties. At least one Panellist appointed to the Mediation Panel must have legal experience.

- 11 Where the Relevant Parties:

11.1 have not appointed; or

11.2 cannot reach agreement to appoint,

Panellists within 5 days of the date of the Mediation Notice (or such longer period as agreed between them), then the Custodial Trustee will appoint the remaining members of the Mediation Panel.

- 12 Each Panellist will be appointed by notice in writing to the Secretariat and the other Relevant Parties.

- 13 The Mediation Panel will commence the mediation within 5 days of date the last Panellist was appointed to the Mediation Panel (or on such later date as agreed between the Relevant Parties and the Mediation Panel).



- 14 The Mediation Panel will conduct the mediation in the manner determined by members of that Mediation Panel, provided that:
- 14.1 the mediation will be conducted on a without prejudice basis and seek to resolve the Dispute by consensus of the Relevant Parties;
 - 14.2 any Relevant Party may terminate its involvement in the mediation at any time, but only after consultation with the Mediation Panel and the Relevant Party's Marae;
 - 14.3 unless the Relevant Parties agree otherwise or disclosure is required by law or for the purposes of enforcing the decision of the Relevant Parties, information:
 - (a) disclosed during the mediation process; or
 - (b) contained in the decision of the mediation,will not be disclosed to any person not present at the mediation, provided that details will be disclosed to the Custodial Trustee and the Marae of each Relevant Party; and
 - 14.4 the reasonable costs of the mediation (including legal costs on a solicitor-client basis) will be published to and borne by Te Whakakitenga o Waikato, unless the Mediation Panel determines otherwise.
- 15 If, for any reason a mediated settlement of the Dispute has not been reached within 14 days of the date of commencement of the mediation, or within such further period as the Relevant Parties and the Mediation Panel may agree upon in writing, any Relevant Party or the Mediation Panel may refer the Dispute to an Arbitration Panel for a final and binding decision, by notice in writing to the Secretariat and the other Relevant Parties (*Arbitration Notice*).
- 16 Any decision to be made by the Mediation Panel must be by majority.
- Arbitration Panel**
- 17 Each of the Relevant Parties and the Custodial Trustee will appoint one Panellist (to a maximum of three Panellists), who must not have been appointed as the Custodial Trustee Panellist or sat on the Mediation Panel formed in relation to the Dispute, to carry out the arbitration. However, where there are more than two Relevant Parties to a Dispute, one Panellist will be appointed by the Custodial Trustee and the remaining Panellists will be appointed by agreement between the Relevant Parties. At least one Panellist appointed to the Arbitration Panel must have legal experience.
- 18 Where the Relevant Parties:
- 18.1 have not appointed; or
 - 18.2 cannot reach agreement to appoint,
- Panellists within 5 days of the date of the Arbitration Notice (or such longer period as agreed between them), then the Custodial Trustee will appoint the remaining members of the Arbitration Panel.

- 19 Each Panellist will be appointed by notice in writing to the Secretariat and the other Relevant Parties.
- 20 The Arbitration Panel will commence the arbitration within 5 days of the date the last Panellist was appointed to the Arbitration Panel (or on such later date as agreed between the Relevant Parties and the Arbitration Panel).
- 21 The arbitration will be:
- 21.1 conducted in accordance with the Second Schedule to the Arbitration Act 1996, except for clauses 1 and 6 of that Second Schedule which the Relevant Parties agree will not apply;
 - 21.2 held at the Registered Office of Te Whakakitenga o Waikato or any other location as agreed between the Relevant Parties and the Arbitration Panel; and
 - 21.3 unless agreed otherwise by all Relevant Parties, conducted in English and/or Te Reo Maaori, as agreed between the Relevant Parties and the Arbitration Panel.
- 22 Subject to the right to appeal on questions of law in Schedule 2 of the Arbitration Act 1996, the decision of the Arbitration Panel will be:
- 22.1 given in writing; and
 - 22.2 final and binding on the Relevant Parties.
- 23 Any decision or determination of the Arbitration Panel must be by majority.
- 24 Unless the Relevant Parties agree otherwise or disclosure is required by law or for the purposes of enforcing the decision, information:
- 24.1 disclosed during the arbitration process; or
 - 24.2 contained in the Arbitration Panel's determination,
- will not be disclosed to any person not present at the arbitration, provided that:
- 24.3 details will be disclosed to the Custodial Trustees and the Marae of each Relevant Party; and
 - 24.4 the result of the Arbitration Panel's determination, including (where relevant) any details of how the Rules were applied and/or interpreted, and where the Arbitration Panel consents, a summary of that determination, will be provided to Te Whakakitenga o Waikato and/or Te Arataura.
- 25 The reasonable costs of the arbitration (including legal costs on a solicitor-client basis) will be published to and borne by Te Whakakitenga o Waikato, unless the Arbitration Panel determines otherwise. The Marae of each Relevant Party may be invited, by decision of the Arbitration Panel, to contribute to any Marae based costs of the arbitration, including costs associated with hosting the arbitration proceedings.

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Appointment of standing committee of Panellists

- 26 A subcommittee of Te Arataura, including at least one member of Te Arataura, one Elected Member who is not a member of Te Arataura and a majority of members who are not Elected Members or members of Te Arataura and are otherwise independent (*Appointments Committee*) will authorise and appoint, following endorsement of the Custodial Trustee by notice in writing, a standing committee of Panellists. Te Arataura will use reasonable endeavours to ensure that the first Appointments Committee is established no later than the date that is 6 months from the date of these Rules.
- 27 At any time, once appointed, Panellists may:
- 27.1 be removed by the Appointments Committee, following an endorsement of that decision by the Custodial Trustee; or
 - 27.2 resign by written notice to the Secretariat.
- 28 Te Arataura will use reasonable endeavours to ensure, that by no later than the date that is 12 months from the date of these Rules and at all times thereafter:
- 28.1 at least 8 and no more than 12 people are authorised by the Appointments Committee to act as Panellists;
 - 28.2 at least three Panellists must have legal experience;
 - 28.3 all Panellists must be knowledgeable of and empathetic with tikanga of Waikato-Tainui; and
 - 28.4 all Panellists are appointed by the Appointments Committee on the basis of their skills, abilities and suitability to act as Panellists.
- 29 No person may be appointed as a Panellist where that person:
- 29.1 is a Member or member of Te Arataura;
 - 29.2 is employed or otherwise engaged by or contracted to a Trust or any of the Related Entities; or
 - 29.3 would be disqualified from being a Member for any of the reasons set out in Rule 5.3.1,
- provided that no person will be excluded from being a Panellist on the basis that they are a Beneficiary or otherwise a member of Waikato-Tainui.
- 30 Te Arataura may adopt policies and procedures to supplement the processes set out in this Schedule 7, including conflicts of interest policies and appointment criteria for Panellists (together the *Policies*). In the event of any inconsistency between the Rules and the Policies, the Rules will prevail.
- 31 All Panellists must comply with the Rules and any policies as adopted by Te Arataura from time to time in accordance with this Schedule.
- 32 Notwithstanding anything to the contrary in this Schedule, no Panellist may be appointed to consider a Dispute (including as a member of a Mediation Panel or an

Arbitration Panel) where that Panellist's involvement in the Dispute would be or may give rise to a real or potential material conflict of interest.

- 33 Promptly following the date of adoption of these Rules Te Arataura will appoint up to three experts who, for a transition period until at least 31 May 2016, will work with Te Arataura to prepare the Policies.

Disrepute and Disqualification

- 34 Any question of disrepute which arises under Rule 5.3.1(h) or 16.4.1(f) (*Question of Disrepute*) must be determined by an Arbitration Panel appointed in accordance with the process set out in this Schedule.

- 35 Where Member of Te Whakakitenga o Waikato or a member of Te Arataura believes an Elected Member or member of Te Arataura (the *Affected Member*) should be disqualified from membership as a result of a Question of Disrepute that person must notify the Secretariat (*Disrepute Notice*) giving:

35.1 the name of the Affected Member; and

35.2 the details of the Affected Member's conduct by reference to the disqualification criteria in Rule 5.3.1(h) or 16.4.1(f) (as applicable).

- 36 On receipt of a notice pursuant to clause 35 of this Schedule, the Secretariat must:

36.1 notify the Affected Member and his or her Marae; and

36.2 procure the establishment of an Arbitration Panel who will consider the Question of Disrepute and make a determination in relation to the Affected Member's ongoing membership of Te Whakakitenga o Waikato and/or Te Arataura (including the duration of any disqualification from Te Whakakitenga o Waikato) in accordance with this Schedule.

- 37 Clauses 17 - 25 of this Schedule will apply to the consideration Question of Disrepute, however, the term:

37.1 "Dispute" will be interpreted to mean the Question of Disrepute; and

37.2 "Relevant Parties" will be interpreted to mean the Affected Member and, where the Disrepute Notice was given by Te Whakakitenga o Waikato, the Chairperson of Te Whakakitenga o Waikato, or where the Disrepute Notice was given by Te Arataura, the Chairperson of Te Arataura.

Form of Notice of Support

- 38 A Notice of Support must be provided in the following form:

Notice of Support

We, [insert names] confirm that [insert name of Initiator]:

1. has the support of the trustees of the Marae trust of [insert name of Marae] in relation to:

- [all]



- [the following parts (*insert details of elements of the dispute being supported*) _____]

of the Dispute set out in the attached Dispute Notice.

2. [Insert name of Marae] supports [insert name of Initiator] pursuing those elements Dispute in accordance with Schedule 7 of the Rules of Te Whakakitenga o Waikato; and
3. we are authorised by the trustees of the Marae trust of [insert name of Marae] to give this Notice of Support.

CONFIRMED on behalf of _____ Marae by:

(Name)

(Signature)

(Name)

(Signature)

[Handwritten signature]
11/11/17

Appendix 11: Waikato-Tainui Area of Interest

