

**Waikato-Tainui Remaining Claims**

**Draft Deed of Mandate**

September 2019

## Contents

Vision .....	3
Overview .....	5
Claimant Definition .....	5
Waikato-Tainui Remaining Claims Deed of Mandate - Historical Claims List .....	7
Excluded Claims .....	13
Takutai Moana Applications .....	15
Rohe/Area of Interest .....	15
Oati Relationships .....	17
External Oati Relationships .....	17
Overlapping Groups .....	17
Previous Crown Engagement .....	18
Waitangi Tribunal Involvement .....	18
Te Whakakitenga o Waikato Structure & Representation .....	19
Accountability .....	19
Tribal Register .....	20
Hapuu Withdrawal Mechanism .....	20
Hapuu Inclusion Mechanism .....	21
Timing of the withdrawal and inclusion mechanisms .....	22
Waikato-Tainui Negotiator .....	22
Negotiations Team Framework .....	22
Mandate Process to Date .....	23
Internal Engagement .....	23
Mandate Information Hui .....	24
Mandate Information Hui - Advertisement .....	25
Te Whakakitenga o Waikato Approval of Mandate .....	26
Waikato-Tainui Remaining Claims Communications Strategy .....	26
Table of Appendices .....	28
Appendix A – Claimant definition .....	29
Appendix B – Area of Interest for proposed Waikato-Tainui remaining claims mandate (high resolution) .....	31
Appendix C – Te Whakakitenga o Waikato Rules .....	32
Appendix D – Time limit for the hapuu inclusion/ withdrawal mechanism .....	33
Appendix E – Resolution appointing Rahui Papa as Te Whakakitenga o Waikato Negotiator (November 2017) .....	34
Appendix F – Mandate Information Hui Powerpoint Presentation – 2019 .....	35
Appendix G – Waikato-Tainui Mandate Information Hui – Key Themes & Issues – May 2019 .....	36

Appendix H – Copy of supporting documentation for public notification of March – May 2019 mandate information engagement hui .....37

## Vision

***Tuuria te mata whai ariki  
He tau whakatau ki te rangi e tuu  
He tau whakatau ko te papa o te whenua  
He tau whakatau ki te kupu kii mai o te tangata  
'Tupu te toi, whanake te toi, te toi i ahu mai i Hawaiiiki'***



Tainui Maaori Trust Board



Sir Robert Mahuta



Ngaa Marae Toopu

In 1987 Sir Robert Mahuta, the Tainui Maaori Trust Board and Ngaa Marae Toopu filed the Wai 30 claim in the Waitangi Tribunal. The claims concerned all historical Te Tiriti o 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 impossible and unbelievable odds. Consequently, Waikato were extradited from their lands and homes. The Waikato River was another key and significant aspect of the Wai 30 claim and included issues of Raupatu, ownership, mana, fisheries, desecration and pollution. The third and substantial aspect of the Wai 30 claim are the West Coast Harbours inclusive of Manukau, Whaingaroa, Aotea and Kaawhia.

In 1946 Waikato accepted a partial settlement from the Crown under the Waikato-Maniapoto Maori Claims Settlement Act, which led to the establishment of the Tainui Maaori 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, ko te moni hei utu mo te hara*'. The Crown acknowledged the grave injustices suffered, and the crippling impact that Crown actions have had on generations of people, their welfare, development and the Waikato economy.

Fisheries interests and issues were addressed through the Fisheries Claims Settlement Act 1992 and the Maori Commercial Aquaculture Claims Settlement in 2004 (both pan-iwi settlements).

Subsequently, the focus of negotiations 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*'.

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.

To this end, and after a number of engagements and discussions with our Waikato hapuu and marae, through this Deed of Mandate Te Whakakitenga o Waikato seek to reaffirm the mandate to negotiate the Wai 30 Outstanding claims, and confirmation of a mandate to negotiate those Waikato-Tainui Remaining Claims that wish to come under this mandate for settlement.

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!'*

A handwritten signature in black ink, appearing to read 'Rahui Papa', written in a cursive style.

**Rahui Papa**  
Waikato-Tainui Negotiator

## Overview

1. Te Whakakitenga o Waikato (formerly known as Te Kauhanganui) was established after the passing of the Waikato Raupatu Claims Settlement Act 1995, as the governance body to receive and manage the settlement redress on behalf of the Waikato iwi. Subsequently, in following years, Waikato (through Te Kauhanganui) negotiated the outstanding claims in relation to the Waikato River, and by 2010 the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act was passed, bringing closure to a second important segment of the Wai 30 claim.
2. Te Whakakitenga o Waikato is representative of 33 Waikato hapuu, and 68 affiliate marae.
3. The current Waikato-Tainui Negotiator (Rahui Papa) was appointed by Te Whakakitenga o Waikato in November 2017 and was tasked to seek reaffirmation of the Wai 30 mandate and seek a mandate for those Waikato Remaining Claims that wish to come under the mandate of Te Whakakitenga o Waikato for negotiations and settlement purposes.
4. This Deed of Mandate formally demonstrates that the Waikato-Tainui Negotiator has obtained a durable mandate to represent the hapuu and marae of Waikato and has been entrusted by its hapuu and marae to negotiate the comprehensive settlement of all historical Waikato Outstanding and Remaining Te Tiriti o Waitangi claims with the Crown.
5. The purpose of this Deed of Mandate is to provide key information about the scope of the mandate and evidence of the process undertaken by Te Whakakitenga o Waikato, and the Waikato-Tainui Negotiator to obtain this mandate.

## Claimant Definition

6. The Waikato-Tainui 'claimant definition' finds its origins in the earlier Waikato-Tainui Treaty Settlements and has consistently remained the same.
7. Waikato as an iwi traces its descent from Hoturoa, the Kaihautuu of the Tainui Waka.
8. The people of Tainui originally settled at Kaawhia, where the Tainui waka was laid to rest after traversing much of the North Island. From there, and over successive generations the Waikato iwi spread and expanded to settle lands further along the Coast, both North, South and inland.
9. The name 'Waikato', as well as the identity of the people is derived from the Waikato River; 'tooku awa koiora me oona pikonga, he kura tangihia o te mataamuri'.
10. The boundaries of the Tainui waka and Tainui iwi are articulated in the following pepeha:

*Mookau ki Runga  
Taamaki ki Raro  
Mangatoatoa ki waenganui  
Pare Hauraki, Pare Waikato  
Ko Te Kaokaoroa o Paatetere  
I te nehenehenui*

11. Kiingitanga forms an integral part of the Waikato identity. Kiingitanga was established in 1858 to stop warfare, stall land loss and promote Mana Maaori Motuhake and kotahitanga for Maaori. Pootatau Te Wherowhero was anointed as the first Maaori Monarch, and this mantle has been passed down successively for seven generations and some 160 years. Waikato have historically held the key role as kaitiaki of Kiingitanga.

12. As articulated throughout previous Waikato settlements (Waikato-Maniapoto Maori Claims Settlement Act 1946, Waikato Raupatu Claims Settlement Act 1995, Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010). 'Waikato' for the purposes of these settlements encapsulated the 33 named and listed hapuu of Waikato. These 33 Waikato hapuu therefore formed the basis of the Waikato 'claimant definition'.
13. The Wai 30 claim is inclusive of those claims and interests included in the original Wai 30 claim filed in 1987, that were intentionally set aside to be addressed, negotiated and settled separately to the Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010.
14. This settlement represents a key part of the Wai 30 claim, and is a continuation of these previous settlements, therefore the claimant definition provided here, and the hapuu and marae named below are cemented by virtue of their interests in the Wai 30 claim, and their interests and representation on Te Whakakitenga o Waikato historically, through the partial settlement of 1946, Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010.
15. Te Kauhanganui (the predecessor of Te Whakakitenga o Waikato) was established in 1998, to represent the interests of the 33 hapuu, through their 68 affiliate Waikato marae. The claimant definition provided here includes all hapuu of Waikato. The mandate, however, does not cover the claims of the hapuu listed at paragraph 25.
16. For the purposes of Treaty settlement negotiations, the current claimant definition (which remains consistent with previous Waikato-Tainui settlements as reflected above), include the collective group of individuals who descend from a Waikato tupuna and one of the following 33 hapuu:
  - a) Ngaitai, Ngaati Tamaoho, Ngaati Koheriki, Ngaati Te Ata, Te Aakitai, Ngaati Paretauaa, 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 (ki tai, ki uta), Ngaati Te Wehi, Ngaati Whaawhaakia, Ngaati Kuiaarangi, Ngaati Tai, Ngaati Raukawa ki Panehakua, Ngaati Tahinga, Tainui-a-whiro, Ngaati Apakura, Ngaati Hauaa.

***Note: The Crown has an alternate view on claimant definition. See Appendix 'A' for the Crown's position. We specifically seek feedback from the claimant community on this issue. Following submissions, the Negotiator and the Crown will have further discussions and work towards reaching agreement.***

17. The 68 Waikato marae, affiliate of the 33 named hapuu above, and representative of Te Whakakitenga o Waikato are as follows:
  - a) Aotearoa, Aaruka, Hiiona, Horahora, Hukanui, Kahotea, Kai-a-te-mata, Kaitumutumu, Makaurau (Ihumatao), Maketuu, Mangatangi, Mangatoatoa, Matahuru, Maungatautari, Maurea, Mookai Kainga, Mootakotako, Ngaa Hau e Whaa, Ngaatira, Ngaa Tai e Rua, Okarea, Ookapu, Oomaero, Oraeroa, Owairaka, Poihaakena, Poohara, Pukerewa, Puukaki, Puurekireki, Raakaunui, Raungaiti, Rereteewhioi, Rukumoana, Tahunakaitoto, Taniwha, Tauhei, Taupiri, Tauranganui, Te Aakau, Te Awamarahi, Te Hoe o Tainui, Te Iti-o-Haua, Te Kaharoa (Aramiro), Te Kauri, Te Koopua, Te Kooraha, Te Kotahitanga, Te Ohaaki, Te Papa-o-Rotu, Te Papatapu, Te Poho o Tanikena (Opuatia), Te Puea, Te

Taumata (Paaraawera), Te Tihi o Moerangi (Makomako), Te Tokanganui-a-noho, Tikirahi, Tuurangawaewae, Umupuia, Waahi, Waikare, Waikaretuu (Weraroa), Waikeri, Waimakariri, Waingaro, Waipapa, Waitii, Whaataapaka.

18. The above named hapuu and marae are beneficiaries of the Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010 and by default will be beneficiaries of this settlement to the extent that any Treaty settlement redress is provided to them through a settlement negotiated under this mandate.

## Waikato-Tainui Remaining Claims Deed of Mandate - Historical Claims List

19. It is important to note that there are two types of 'claims' that fall under this Deed of Mandate:
- a) **Wai 30 outstanding claims** – these include those claims and interests included in the original Wai 30 claim filed in 1987, that were intentionally set aside to be addressed, negotiated and settled separately to the Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010. These outstanding claims include the West Coast Harbours being Manukau, Whaingaroa, Aotea and Kaawhia, and also include a number of discrete land blocks being Maioro/Waiuku and East Wairoa.
  - b) **Waikato-Tainui Remaining Claims** – these claims have been identified by the Crown as claims that derive a Waikato whakapapa and sit within the Waikato rohe geographically but remain unsettled. These claims have been included in this Deed of Mandate by virtue of Waikato-Tainui being identified as a 'Large Natural Grouping' for negotiations and settlement purposes, and the Crown's preference to negotiate a comprehensive settlement with Waikato-Tainui in respect to their Outstanding and Remaining Claims.
20. For the purposes of this mandate, both the Wai 30 Outstanding claims, and Waikato Remaining Claims are referred to collectively as 'Waikato-Tainui Remaining Claims' to be settled under this mandate.
21. The mandate of the Waikato-Tainui Negotiator is to negotiate all the Remaining Waikato-Tainui historical Treaty of Waitangi claims, whether registered with the Waitangi Tribunal ("Wai claims") or not, arising from acts or omissions by the Crown prior to September 1992.
22. The Waikato-Tainui Remaining Claims include and encompass all claims of the following nature and/or relate to the following areas:
- a) West Coast Harbours (Manukau, Whaingaroa, Aotea and Kaawhia);
  - b) Unsettled Waikato interests within Taamaki Makaurau;
  - c) Waikato interests in and around Tiikapa Moana (including the Waitemataa Harbour);
  - d) Raupatu claims in the Wairoa and the Waiuku blocks;
  - e) All Non-Raupatu claims of Waikato-Tainui within the Waikato rohe relating to Old Land Claims, Waiver Purchasers, Crown Purchasing, Operations of the Native Land Court, Native Land Laws and Public Works Takings;
  - f) Environmental issues (except those settled under the Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010 or any other settlement legislation); and
  - g) Social and cultural issues.

23. Set out in the table below is a list of Waitangi Tribunal claims (“Wai claims”) that are included in this Deed of Mandate to be settled in full or in part as far as they relate to Waikato:

<b>Wai Claims List - Included</b>			
<b>No.</b>	<b>Wai number</b>	<b>Claim</b>	<b>Named Claimant/s</b>
1	2	Waiau Pa (southern arm of Manukau harbour)	Noelene Rose McLarin
2	8	Manukau claim	Nganeko Minhinnick on behalf of Huakina Development Trust
3	29	State-Owned Enterprises Act 1986 claim (Kāwhia, Whaingāroa, Aotea and Manukau)	Sir Robert Mahuta, Tainui Maaori Trust Board, Ngaa Marae Toopu
4	30	Waikato-Tainui land claim	Sir Robert Mahuta, Tainui Maaori Trust Board, Ngaa Marae Toopu
5	185	Pepepe Land Claim	Mate Te Whiu Ikemoke Wirihana Trust
6	340	Newmarket Land claim (Auckland railway lands)	Te Tuhi Tauratumarū Kelly
7	426	Te Uku Landing Reserve claim	Rangiwahia Kathleen Huirama Osborne
8	441	Tainui Education Claim	Taitumu Maipi
9	530	Ngā Uri o Whawhakia claim	Patara Peremana (Nga Uri o Whawhakia)
10	614	Te Maika Land claim	Isaac Kuila, Edith Uru Dockery and Allan Rubay on behalf of Te Maika Trust
11	617	Parish of Taupiri claim	Marie Ann Zillah Nixon
12	677	Allotments 441 & 442, Ngaruwahia rating claim	Parekawhia Pickering (nee Tipene)
13	746	Rakaumanga School West Huntly claim	Agnes Katene Himiona, Shirley Himiona, Roha Himiona on behalf of Taiki Rotana Te Whiu Himiona whaanau
14	827	Oioroa Block, Aotea Heads (King Country) claim	Tumate Mahuta, Lawrence Bradshaw, Miki Apiti, Thomas Moke, Huihana Dawn Rewa, Diane Bradshaw

<b>15</b>	908	Manuaitu blocks (Waikato) claim	Ben Ranga on behalf of the descendants of Amoamo Ratapu & Rangiwheua)
<b>16</b>	1409	Lands and Resources of Ngāti Ngutu/Ngāti Hua	Marge Rameka
<b>17</b>	1410	Aotea Harbour and Waahi Tapu claim	Davis Apiti
<b>18</b>	1435	Mahuta Hapuu Lands and Resources claim	Anne Kimiora Craig nee Cribb and Anne Marie Taitoko James Craig
<b>19</b>	1438	Ngāti Te Patupo Kāwhia and Aotea Harbours claim	Allan Rubay
<b>20</b>	1439	Oparau Station Trust claim	John Pouwhare on behalf of Oparau Station Trust
<b>21</b>	1448	Ngāti Te Wehi Kāwhia Harbour and Resources claim	Nancy Apiti, Davis Apiti and Diane Bradshaw
<b>22</b>	1495	Pearl Comerford Hapuu of Te Rohe Potae Claim	Pearl Comerford
<b>23</b>	1499	Vernon Houpapa Ngāti Ngutu Hapuu claim	Vernon Grant Terore Houpapa
<b>24</b>	1501	Petunia Taylor Te Rohe Potae claim	Petunia Taylor, Miki Apiti, Ron Boss Mahara, Phillip Mahara
<b>25</b>	1502	Okapu F2 Land Block claim	Steve Mahara and Raymond Mahara
<b>26</b>	1534	Okapu C Block (King) claim	Janet Maria (Paki)
<b>27</b>	1587	Ngāti Mahuta (McQueen) claim	Te Amohia McQueen
<b>28</b>	1588	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta	Phillip Tauri King and Verna Tuteao

<b>29</b>	1589	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta	Phillip Tauri King and Verna Tuteao
<b>30</b>	1590	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta	Phillip Tauri King and Verna Tuteao
<b>31</b>	1591	Phillip Tauri King and Verna Tuteao for and on behalf of Ngaati Mahuta	Phillip Tauri King and Verna Tuteao
<b>32</b>	1592	Moerangi (Descendants of Te Apiti) claim	Marge Blackie
<b>33</b>	1596	Forbes Whānau claim	Allan Shane Forbes
<b>34</b>	1603	Iwitahi Hapū Native Council Claim (Kāwhia, Aotea and Whaingāroa)	Trevor Taute Tuhakaraina, Albert McQueen and Te Amohia McQueen on behalf of Iwitahi Hapuu Native Council
<b>35</b>	1611	Moke Whaanau claim	James Allen Marcum, Edward Ainsley
<b>36</b>	1763	Ngaati Naho claim	Carolynne Lorraine Tirirangi Taylor
<b>37</b>	1766	Whaingaroa Claim	Lai Toy
<b>38</b>	1767	Te Akau B No 121 Land claim	Karen Tukiri, Renata Hiku and Sarah Rotana
<b>39</b>	1772	Descendants of Patara Te Tuhi claim	Wiremu Puke
<b>40</b>	1777	St Stephen's College (McKinnon) claim	Reweti McKinnon
<b>41</b>	1802	Maramarua 9D Block claim	Pahiwi Te Aho whaanau
<b>42</b>	1804	Descendants of Tokotahi Moke claim	Ian Shadrock
<b>43</b>	1826	Tekikiri Meroiti Haungurunguru Toangina Toto Whānau Trust claim	Daniel Tekikiri Toto
<b>44</b>	1897	Ngāti Mahanga Hourua, Ngāti Wairere, Ngāti Tai, Ngāti Paoa, Ngāti Patupo (Dixon) claim	Boyd Turongo Dixon

<b>45</b>	1899	Ngāti Te Wehi (Elizabeth Mahara) claim	Elizabeth Mahara
<b>46</b>	1900	Okapu F2 Land Block claim	Isabel Kerepa
<b>47</b>	1908	Wallis Whānau claim	Christine Wallis
<b>48</b>	1967	Ngāti Pane and Ngāti Māhanga claim	Te Whatu Barbara Te Hui Hui Puimipi
<b>49</b>	1974	Mokoroa, Waipuna and Awaroa Blocks (Hepi) claim	Koha Margaret Hepi
<b>50</b>	1992	Ngāti Māhanga, Ngāti Tamaoho and Ngāti Apakura (Tahapeehi) Lands claim	Piriwhariki Tahapeehi
<b>51</b>	1995	Ngāti Hikairo, Ngāti Tamainu, Ngāti Taiharuru and Ngāti Kiriwai (Jerry) Lands claim	Howard Morrison Jerry
<b>52</b>	1996	Ngāti Ngutu and Ngāti Hua (Toia) Lands claim	Raewyn Maria Toia
<b>53</b>	2035	Ngāti Naho and Te Paina (Heta) claim	Joseph Nicholson Hohepa Heta
<b>54</b>	2039	Ngaati Amaru and Ngaati Pou Lands Claim	Ben Katipa
<b>55</b>	2081	Ngāti Amaru and Ngāti Pou (Katipa) claim	Ben Katipa
<b>56</b>	2086	Ngāti Hua and Ngāti Mahuta (Houpapa) claim	Shirley Hemoata Houpapa
<b>57</b>	2087	Ngāti Kiriwai and Ngāti Mahuta Lands (Uerata) claim	Hopu David Uerata
<b>58</b>	2102	Descendants of Manganui Ngaamo Lands claim	Bessie Jane Thocolich
<b>59</b>	2103	Descendants of Hiakai Uerata and others Lands claim	Denise Mereaina Smith

<b>60</b>	2117	Ngāti Tahinga, Ngāti Tanetinorau, Ngāti Te Whatu and Other Lands and Resources (Walsh) claim	Steven Rewi Walsh
<b>61</b>	2121	Ngāti Tahinga, Ngāti Maniapoto and Other Health Issues (McKinnon) claim	Inuwai McKinnon
<b>62</b>	2125	Mana Wahine (Nelson) claim	Peggy Nelson
<b>63</b>	2126	Puketarata Block and other lands (Mahara) claim	John Mahara
<b>64</b>	2135	Ngāti Maniapoto and Ngāti Te Wehi Lands (Moke) claim	Karoha Moke
<b>65</b>	2137	Hapū rangatiratanga claim	Lorna Brennan
<b>66</b>	2169	Descendants of Hetaraka Takapuna Lands (Hetaraka) claim	Matiu Hetaraka
<b>67</b>	2183	Ngati Hikairo, Ngati Patupo and Ngati Te Wehi Lands (Mahara) claim	Jack Mahara
<b>68</b>	2308	Hopuhopu Block (Hokio Tarawhiti) claim	Hokio Tarawhiti
<b>69</b>	2322	Ngati Naho and Mahuta Lands and Other Issues (Pumipi) claim	Te Whau Barbara Te Hui Hui Puimipi
<b>70</b>	2330	Tapuwaeonuku Block (Pokaia) claim	M Pokaia
<b>71</b>	2331	Davis Apiti claim	Davis Apiti
<b>72</b>	2345	The Descendants of Wetini Mahikai and Hera Parekawa (Tuteao) claim	Te Amohia McQueen
<b>73</b>	2346	Tanumeha te Moananui, Te Pou and other Pare Hauraki and Pare Waikato peoples (Paynter) claims	Nelson Paynter
<b>74</b>	2354	The Moetara Uri claim	Te Amohia McQueen and Piripi Moore

75	2401	The Ngāti Te Ahiwaru Lands (Taua) Claim	Te Warena Taua
76	2492	Ngaati Mahuta (Hotere) claim	
77	2495	Pokeno Lands (Falwasser) claim	Anthony Falwasser
78	330	Huakina Development Trust claim (in-part).	Huakina Development Trust

24. *Note:* In accordance with current Crown policy, the Wai 330 claim will be covered by the Waikato-Tainui Negotiator’s mandate in so far as it relates to hapuu included in this mandate. Wai 330 has been settled in part, in so far as the claim relates to Ngai Tai ki Taamaki, and Ngaati Tamaoho in those respective settlements and will be settled in part again in the Te Aakitai Waiohua settlement in so far as it relates to Te Aakitai.

## Excluded Claims

25. A number of Waikato hapuu and hapuu groupings have expressly asked that their claims be excluded from this Deed of Mandate for various reasons. The excluded claims are all the remaining historical Treaty of Waitangi claims, whether registered with the Waitangi Tribunal or not, arising from acts or omissions by the Crown prior to September 1992 relating to the following hapuu and hapuu groupings:

- a) Tainui-aa-Whiro;
- b) Ngaati Tahinga;
- c) Ngaati Tamainupoo;
- d) Ngaati Maahanga;
- e) Ngaati Apakura;
- f) Ngaati Wairere; and/or
- g) Ngaati Whakamarurangi.

26. In addition, Ngaati Hikairo have not yet decided on their participation in this mandate. They are undertaking a consultation process seeking the views of Ngaati Hikairo whaanau on whether to join the Waikato-Tainui Remaining Claims mandate or not.

27. It is important to note that the majority of these named hapuu of whom these excluded claims belong, are still included in the claimant definition above by virtue of their interests in the Wai 30 Outstanding Claims, that Te Whakakitenga o Waikato holds, and their interests and representation on Te Whakakitenga o Waikato historically, through the partial settlement of 1946, the Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) 2010 Settlement.

28. We note that as long as the historical Treaty claims of a hapuu remain outside or withdrawn from this mandate, its historical Treaty claims will not be settled under this mandate.

29. There is still an opportunity to have the excluded claims included in this mandate at a later stage (refer to ‘withdrawal and inclusion mechanisms at paragraphs 63 to 76).

30. The following table lists the Wai claims that are currently 'excluded claims' for the purposes of this Deed of Mandate:

<b>Wai Claims List - Excluded</b>				
<b>No.</b>	<b>Wai number</b>	<b>Claim</b>	<b>Named Claimant</b>	<b>Affiliate hapuu/marae</b>
1	125	Whaingaroa Harbour claim	Haami Kereopa	Tainui-aa-whiro
2	537	Ngaati Taahinga Iwi claim	Inuwai Hauturu McKinnon	Ngaati Taahinga
3	775	Ngaati Tamainupo Claim	Edwards Parahi Wilson	Ngaati Tamainupo
4	1106	Ngaati Taahinga Foreshore and Seabed Claim	Te Inuwai McKinnon	Ngaati Tahinga
5	1112	Ngaati Hikairo Claim	Manihera Watson Forbes	Ngaati Hikairo
6	1113	Ngaati Hikairo re Sacred Compact (Te Ohaaki Tapu)	Manihera Watson Forbes	Ngaati Hikairo
7	1327	Ngaati Maahanga Claim	Maude Mori Shaw and Ken Te Rautangata	Ngaati Mahanga
8	1437	Ngaati Hikairo Claim	Aroha Norman Apirana	Ngaati Hikairo
9	1469	Ngaati Apakura claim	Jenny Charman, Jack Cunningham, Rangitiepa Huriwaka and Te Ra Wright	Ngaati Apakura
10	2067	Ngaati Wairere Claim	Kahu Sorsenson and Jeffery Puhi Wilson	Ngaati Wairere
11	2208	Ngaati Hikairo Claim	Diane Rewa Bradshaw	Ngaati Hikairo
12	2273	Manuaitu Block Claim	Heather Thompson	Ngaati Whakamarurangi
13	2291	Ngaati Apakura Claim	Raymond Anton Fenton	Ngaati Apakura

14	2351	Ngaati Hikairo Claim	Frank Thorne	Ngaati Hikairo
15	2352	Ngaati Hikairo Claim		Ngaati Hikairo
16	2353	Honerau Taihauauru Whanau Trust Lands Claim	Hinga Whiu	Ngaati Hikairo

31. It is important to note that there may be some mandate and representation issues in respect of some of the named hapuu and claims listed here. Through further engagement with Te Arawhiti and where required the Waikato-Tainui Negotiator, these issues will be addressed directly with the hapuu.
32. The Waikato-Tainui Negotiator is responsible for ensuring that continued discussion and engagement is maintained with these hapuu and that any overlapping interests are dealt with within a tikanga based process.
33. For the time being, the Waikato-Tainui Remaining Claims Deed of Mandate does not include the claims of these hapuu, however the Waikato-Tainui Negotiator will undertake further discussions with hapuu representatives to address their concerns.

### Takutai Moana Applications

34. Waikato-Tainui aspire to negotiate and settle their remaining historical Treaty claims in parallel to the Crown engagement for the applicable Takutai Moana Act 2011 applications within this area of interest. Waikato-Tainui acknowledges the Crown's position that at this stage, it cannot commit to this. This Deed of Mandate is being considered by the Crown solely for the purposes of negotiating the settlement of historic Treaty claims as set out at paragraph 22. Crown engagement and mandating under the Takutai Moana Act 2011 are run separately and independently of Treaty settlement processes.

### Rohe/Area of Interest

35. Te Whakakitenga o Waikato include their area of interest as set out in the map below which is also available online in high resolution as **Appendix 'B'**. This is the area in which customary rights are exercised and where redress will be sought for the purposes of this Deed of Mandate.

**Area of Interest for proposed Waikato-Tainui remaining claims mandate, February 2019**



## Oati Relationships

36. Waikato-Tainui, through the Waikato-Tainui Negotiator, have established Oati relationships with Waikato hapuu. These relationships cement and foster a partnership of good faith and collaboration, and a binding commitment to advance a relationship that recognises the shared interests of both iwi/hapuu and an intention to jointly advance these. Our current Oati partners are:

- a) Ngaati Mahuta (Oati); and
- b) Ngaati Te Wehi (Oati Tapu).

37. The Oati relationships are guided by the values of Kiingitanga and are intended to be an ongoing commitment to work together to realise the joint aspirations of Waikato-Tainui and Waikato hapuu.

38. In respect to the advancement of this mandate specifically, the Waikato-Tainui Negotiator holds a close working relationship with both Ngaati Mahuta and Ngaati Te Wehi by virtue of these Oati partnerships.

## External Oati Relationships

39. Waikato-Tainui have a number of external Oati relationships in which there is a mutual agreement to work together in good faith and honesty and communicate directly in respect of overlapping interests with an added commitment to address any potential issues within a tikanga framework for resolution. Our current Oati partners are:

- a) Ngaati Paoa (Kawenata Tapu); and
- b) Ngaati Maniapoto (Oati Tapu).

## Overlapping Groups

40. Waikato-Tainui have overlapping and shared interests with the following hapuu and iwi:

- a) Ngaati Maniapoto;
- b) Ngaati Raukawa;
- c) Pare Hauraki Iwi Collective:
  - i. Ngaati Hako,
  - ii. Ngaati Hei,
  - iii. Ngaati Maru,
  - iv. Ngaati Paoa,
  - v. Ngaati Porou ki Hauraki,
  - vi. Ngaati Puukenga,
  - vii. Ngaati Raahiri Tumutumu,
  - viii. Ngaati Tamateraa,
  - ix. Ngaati Tara Tokanui,
  - x. Ngaati Whanaunga,
  - xi. Te Patukirikiri;
- d) Marutuuahu Iwi Collective;
- e) Ngaati Paoa;
- f) Ngaati Whaatua ki Orakei;
- g) Ngaati Whaatua ki Kaipara;
- h) Ngaati Hinerangi
- i) Ngaati Ranginui
- j) Ngai Te Rangi

- k) Te Aakitai o Waiohuria;
- l) Ngaati Tamaoho;
- m) Ngaati Te Ata;
- n) Ngai Tai ki Taamaki; and
- o) Te Kawerau-a-Maki.

41. The Waikato-Tainui Negotiator is currently engaging with these groups in discussions regarding overlapping and shared interests in respect of other Treaty Settlement processes.

## Previous Crown Engagement

42. Waikato-Tainui has a long history of Crown engagement and a long-standing relationship with the Crown and its various agencies.

43. In the context of Treaty of Waitangi settlements, Waikato-Tainui has engaged extensively with the Crown to reach the following Waikato-Tainui historic Treaty Settlements:

- a) Waikato- Maniapoto Maori Claims Settlement Act 1946;
- b) Waikato Raupatu Claims Settlement Act 1995;
- c) Waikato-Tainui Raupatu Claims (Waikato-River) Settlement Act 2010;
- d) Commercial and non-commercial fishing claims settled by the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; and
- e) Aquaculture Reform (Repeals and Transitional Provisions) Act 2004.

44. The above listed settlements and the mechanisms, agreements, accords (and the like) contained within them has given rise to further extensive and ongoing Crown engagement over time, across Waikato-Tainui and the Crown and their various ministries and agencies.

45. This Deed of Mandate does not affect the existing mandates of Waikato hapuu, which relate to:

- a) the Agreement in Principle signed between the Crown and Te Aakitai Waiohuria on 16 August 2016 (see: <https://www.govt.nz/treaty-settlement-documents/te-akitai-waiohuria/>);
- b) the mandate of the Ngaati Te Ata Claims Support Whaanau Trust to negotiate a settlement as recognised by Ministers on 20 May 2011 (see: <https://www.govt.nz/treaty-settlement-documents/ngati-te-ata/>); and
- c) the mandate of the Ngaati Koheriki Claims Committee to negotiate a settlement as recognised by Ministers on 12 June 2012 (see: <https://www.govt.nz/treaty-settlement-documents/ngati-koheriki/>).

## Waitangi Tribunal Involvement

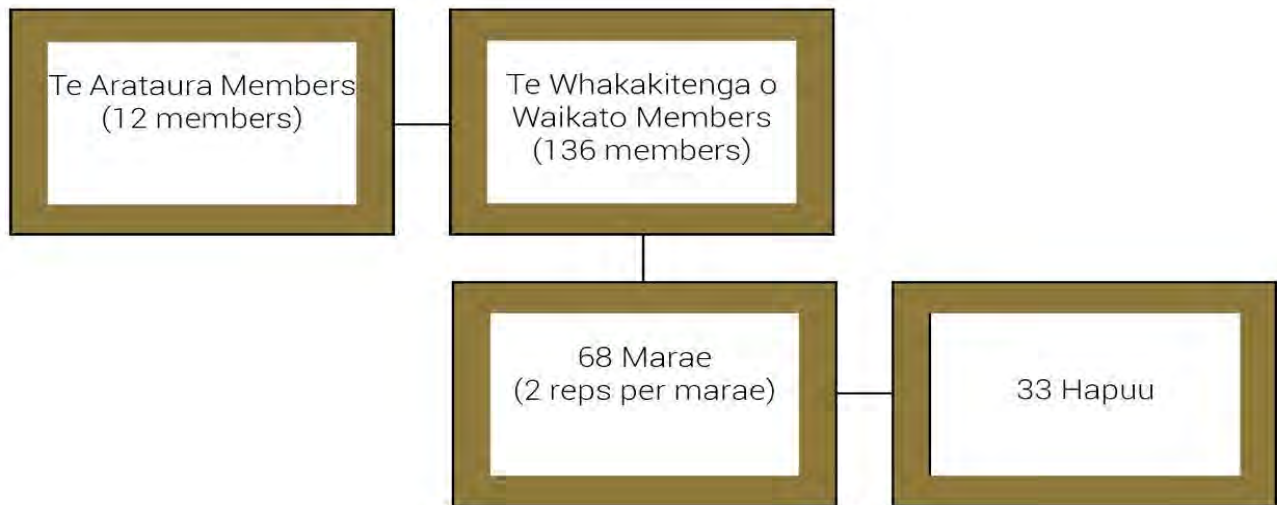
46. Historically, Waikato-Tainui have opted to pursue direct negotiations for the settlement of their claims. The Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010 were both the subject of direct negotiations with the Crown and the relevant Te Tiriti o Waitangi claims were not inquired into by the Waitangi Tribunal.

47. The Waitangi Tribunal has however inquired into a number of the Waikato-Tainui Remaining Claims listed in this Deed of Mandate, through the Te Rohe Potae Inquiry (Wai 898).

48. The hearings phase of this Inquiry is complete, and the Tribunal is in the reporting phase, having released some pre-release chapters (Parts 1 and 2) of their findings in late 2018 in 'Te Mana Whatu

Ahuru: Report on Te Rohe Potae Claims'. Part 3 was released in June 2019, and Part 4 is yet to be released.

## Te Whakakitenga o Waikato Structure & Representation



49. Te Whakakitenga o Waikato is an Incorporated Society under the Incorporated Societies Act 1908 and was established in 1998 following the first Waikato-Tainui historic Te Tiriti o Waitangi Settlement in 1995. Tainui Maaori Trust Board is the predecessor of Te Whakakitenga o Waikato (previously known as Te Kauhanganui).
50. Te Whakakitenga o Waikato represents the statutory rights and interests of Waikato-Tainui and serves to protect and advance the collective interests of the Waikato Iwi, which at present is made up of over 77,000 tribal members, from 33 hapuu and 68 affiliate marae.
51. Te Whakakitenga o Waikato is made up of two representatives from each of the affiliate 68 marae (as set out at para 17 – a total membership of 136.) Members sit in Te Whakakitenga o Waikato for a three-year term.
52. Te Whakakitenga o Waikato elect an Executive Board (Te Arataura) of 11 members (ten elected from Te Whakakitenga o Waikato and one Kaahui Ariki Representative appointed by Kiingi Tuheitia). Elected members sit for a three-year term in conjunction with the Te Whakakitenga o Waikato terms, however the term of the appointed Kaahui Ariki Representative is discretionary.
53. Te Whakakitenga o Waikato (also inclusive of Te Arataura) have a unique set of Incorporated Rules that guide its' operation. A copy of the Te Whakakitenga o Waikato Rules are attached as **Appendix 'C'**.

## Accountability

54. Te Whakakitenga o Waikato meet on a quarterly basis. In relation to the Waikato-Tainui Remaining Claims Mandate, the Waikato-Tainui Negotiator produces a written Negotiator's Report/Progress Update prior to each meeting, with an opportunity to present the Report and answer questions from the house.
55. Te Whakakitenga o Waikato members hold decision making powers by way of both ordinary and special resolution in accordance with Rule 13.4 (Te Whakakitenga o Waikato Rules).

56. Te Arataura meet on a monthly basis, and again in respect of the Waikato-Tainui Remaining Claims Mandate, the Waikato-Tainui Negotiator produces a monthly Progress Report, with an opportunity for presentation and discussion.
57. The Waikato-Tainui Negotiator has a mandate to negotiate a deed of settlement. Te Whakakitenga o Waikato must approve by special resolution, a final Deed of Settlement as set out at Schedule 4, paragraph 9 of the Te Whakakitenga o Waikato Rules. This resolution will be taken following a ratification process agreed between the Crown and the Waikato-Tainui Negotiator. It is best practise however that Te Whakakitenga o Waikato is updated at each key milestone of the process and has an opportunity to provide feedback and advice.
58. For the purposes of progressing the mandate and settlement negotiations, Waikato-Tainui has developed a Communications Strategy specific to the Waikato-Tainui Remaining Claims Mandate. The Strategy identifies the key means by which the Settlement Protection & Claims team will inform, educate and update Waikato tribal members about mandate progress, key information, hui dates, milestones and any other relevant information.
59. Funding will be administered under the financial authority of Te Whakakitenga o Waikato. Management of funds will align to financial policies and procedures including completion of budgets, forecasts and financial monitoring, payment approval and recording.
60. The Finance, Audit and Risk Manager will oversee management of these funds and will engage external specialist expertise as required. Claimant funding will be managed as a separate project within our accounting management system. Te Whakakitenga o Waikato will set up any further funding management mechanisms as required by Te Arawhiti.

## Tribal Register

61. Waikato-Tainui maintains a Tribal Register (“the Register”) of over 77,000 Waikato beneficiaries. The Register was established following the Waikato-Tainui Raupatu Claims Settlement Act 1995 and is regularly updated and monitored.
62. Waikato Tribal members who have not yet registered on the Register, can register by filling out an application online. Registration forms can be found online at <https://www.tfaforms.com/4612133> and from the Waikato-Tainui office. Waikato-Tainui is responsible for validating the registrations.

## Hapuu Withdrawal Mechanism

63. Te Whakakitenga o Waikato and the Waikato-Tainui Negotiator are committed to providing a pathway for hapuu of Waikato to withdraw their claims from the Waikato-Tainui Remaining Claims Mandate.
64. One key aspect of this process is to ensure the legitimacy of those that purport to represent the hapuu that wish to withdraw their claims from this mandate.
65. Waikato **hapuu** can choose to withdraw their claims by following the process set out here:
  - a) Written notice of the intention to withdraw claims from this mandate, on a hapuu basis must be submitted by the relevant hapuu mandated representative/s to the Waikato-Tainui Negotiator;
  - b) Such notice must clearly identify the Wai claim numbers of the claims that are to be withdrawn;
  - c) Outline the extent and nature of any concerns or issues (if applicable); and

- d) Request a meeting to discuss any concerns and issues.
66. Requests for a contribution to funding a process of this nature would be considered by Te Arawhiti.
67. Acknowledgment from the Waikato-Tainui Negotiator of the request to withdraw claims will be provided to hapuu representatives within 20 days of receiving the request. A proposed hui date (within a reasonable timeframe) will be provided, to meet to discuss concerns and issues.
68. The Crown (through Te Arawhiti) will also provide a letter of confirmation to the relevant hapuu representatives acknowledging their desire to withdraw their claims, and clearly setting out any (and all) consequences that this might have on the progression of their particular claims in light of any current Crown policies. Waikato-Tainui believe that the responsibility for this sits with the Crown.
69. In the event that the relevant hapuu still wishes to withdraw their claims, after meeting with the Waikato-Tainui Negotiator, the hapuu representatives must follow the following process:
- a) Hold a hui (at least one, but in the event that there is disagreement further hui may be necessary) with their respective hapuu members outlining and informing them of the reasons for withdrawing claims from the Waikato-Tainui Remaining Claims Mandate;
  - b) The hui must comply with the following requirements:
    - a) A public notice must be published in regional print media 21 days' prior to the hui;
    - b) The notice must include the purpose of the hui and outline the concerns;
    - c) A Crown observer must be invited to attend the hui to observe and take notes on behalf of the Crown; and
    - d) The hui must provide an opportunity for hapuu members and claimants to discuss their claims issues, the consequences of withdrawal and possible alternatives to withdrawing.
70. At the completion of such hui, a written report must be provided (by the mandated hapuu representatives) setting out the process that was followed, and how a final decision was reached as well as details on the above compliance requirements (para 69). This report must be submitted to the Waikato-Tainui Negotiator and Te Arawhiti.
71. Waikato-Tainui and Te Arawhiti together will review the Report against the requirements for withdrawal and provide written acknowledgment of the outcome.

## Hapuu Inclusion Mechanism

72. Like the Withdrawal Mechanism, Te Whakakitenga o Waikato is also committed to providing a formal pathway for hapuu of Waikato to include their claims in the Waikato-Tainui Remaining Claims Mandate, should they decide to do so.
73. Waikato **hapuu** can choose to include their claims by following the process set out here:
- a) Written notice from mandated hapuu representatives of the intention to include the claims of their hapuu must be provided to the Waikato-Tainui Negotiator;
  - b) Notice must clearly identify the Wai claims that are to be included;
  - c) Notice must outline the decision-making process undertaken by the hapuu; and
  - d) Notice must include a request to meet to discuss these matters.

- 74. Requests for a contribution to funding a process of this nature would be considered by Te Arawhiti.
- 75. The Waikato-Tainui Negotiator will provide a written acknowledgment of the request to include claims, along with a proposed date to meet (within a reasonable timeframe) to discuss any necessary details.

**Timing of the withdrawal and inclusion mechanisms**

- 76. Based on the feedback received from the eleven mandate information hui completed earlier this year it is the Waikato-Tainui Negotiator’s preference that the hapuu withdrawal and inclusion processes will be available for hapuu up until the signing of an Agreement in Principle (“AIP”) with the Crown.

***Note: The Crown has an alternate view on the timing of the withdrawal and inclusion mechanism. See Appendix ‘D’ for the Crown’s position. We specifically seek feedback from the claimant community on this issue. Following submissions, the Negotiator and the Crown will have further discussions and work towards reaching agreement.***

**Waikato-Tainui Negotiator**

- 77. The Waikato-Tainui Negotiator is appointed by Te Whakakitenga o Waikato for a three-year term, by ordinary resolution and in accordance with the Te Whakakitenga o Waikato Rules.
- 78. In the event of the Waikato-Tainui Negotiator resigning or being unable to continue in the position for any other reason, Te Arataura must propose that a new Negotiator be appointed by ordinary resolution in accordance with Te Whakakitenga o Waikato Rules.
- 79. The Waikato-Tainui Negotiator may be removed by Te Whakakitenga o Waikato by a special resolution in accordance with its rules, as if the Negotiator were an Officer of Te Whakakitenga o Waikato.
- 80. If or when a new Negotiator is appointed, Te Arataura must inform the Minister for Treaty of Waitangi Negotiations and the Minister for Maaori Development to seek the transfer of recognition of the Mandate to the new Waikato-Tainui Negotiator.
- 81. Rahui Papa was appointed by Te Whakakitenga o Waikato as Waikato-Tainui Negotiator on 11 November 2017. The resolution is attached as **Appendix ‘E’**.

**Negotiations Team Framework**



82. Direct input by individual hapuu into negotiations will be through the Negotiations Team. A framework for the team is currently being developed by the Waikato-Tainui Negotiator and will be established prior to entering into a Terms of Negotiations with the Crown.
83. The Waikato-Tainui Negotiator intends to establish a Negotiations Team which will comprise seven members, made up of representatives from each of the Harbours, and each of the Oati groups as follows:
- a) Oati Partner Representative (Ngaati Mahuta);
  - b) Oati Partner Representative (Ngaati Te Wehi);
  - c) Kaawhia Harbour Representative;
  - d) Aotea Harbour Representative;
  - e) Whaingaroa Harbour Representative;
  - f) Manukau Harbour Representative; and
  - g) Waikato-Tainui Negotiator (Rahui Papa).
84. The purpose and scope of the group and members of the group at a very preliminary level is to provide advice, guidance, input and feedback throughout negotiations, and to work alongside the Waikato-Tainui Negotiator throughout negotiations representing their respective interests. An in-depth Terms of Reference will be developed to guide the Negotiations Team, and this will be completed before a Terms of Negotiations is entered into with the Crown.
85. The Negotiations Team will be supported substantively by the Waikato-Tainui Settlement Protection & Claims Team, Key Advisors and various other working groups who will assist and advise the Negotiations Team where necessary, particularly on technical issues.
86. The appointment of representatives, and the process in which they are appointed is at the discretion of each individual Harbour and their respective hapuu and marae, and in the case of Oati representatives, it is at the discretion of their particular hapuu and marae as to how they are appointed and who is appointed to sit on the Negotiations Team.

## Mandate Process to Date

87. To date, the Waikato-Tainui Negotiator (alongside the Waikato-Tainui Settlement Protection & Claims Team) has undertaken an intensive process in seeking a mandate to negotiate the Waikato-Tainui Remaining Claims, set out as follows:
- a) An intensive internal engagement process undertaken –November 2017 to May 2019;
  - b) Development of a Draft Mandate Strategy – February 2019;
  - c) Waikato-Tainui Remaining Claims Mandate Strategy published, and submissions invited – March 2019;
  - d) Mandate Information Hui held throughout Aotearoa – March 2019 to May 2019;
  - e) Submissions on Mandate Strategy received and noted – February 2019 to May 2019;
  - f) Te Whakakitenga o Waikato vote to approve the Remaining Claims Mandate – 25 May 2019;
  - g) Development of a Draft Deed of Mandate – June 2019; and
  - h) Ministerial endorsement sought for Remaining Claims Mandate.

## Internal Engagement

88. Since November 2017, the Waikato-Tainui Negotiator has undertaken extensive consultation and engagement with Waikato hapuu, marae and claimant groups including formal engagement hui,

and a large number of direct discussions to confirm the support of individual hapuu and marae. Engagement has also included attendance at most Poukai and Ngaa Marae Toopu hui.

89. Initial engagements were a part of an internal process prior to the commencement of a formal mandating engagement process, to provide an opportunity for robust discussion and consideration of claims issues, and the potential mandate for negotiating the Waikato-Tainui Remaining Claims.

90. Set out below is a schedule of the first round of formal engagement hui:

## Mandate Information Hui

Waikato-Tainui Outstanding Claims Engagement Hui - 2018		
13 <sup>th</sup> February 2018	Kaawhia Engagement Hui	Kaawhia Community Hall
14 <sup>th</sup> February 2018	Aotea Engagement Hui	TGH Offices, Hamilton
15 <sup>th</sup> February 2018	Whaingaroa Engagement Hui	Raglan Town Hall
14 <sup>th</sup> May 2018	Manukau Engagement Hui	Res Nathan Homestead, Manurewa
15 <sup>th</sup> May 2018	Whaingaroa Engagement Hui	Raglan Town Hall
16 <sup>th</sup> May 2018	Kaawhia Engagement Hui	Kaawhia Community Hall
17 <sup>th</sup> May 2018	Aotea Engagement Hui	TGH Offices, Hamilton
27 <sup>th</sup> May 2018	Hui-aa-lwi	Te Whakakitenga o Waikato Chambers, Hopuhopu
7 <sup>th</sup> July 2018	Taamaki Engagement Hui	Maanukanuka Marae, Taamaki Makaurau
8 <sup>th</sup> July 2018	Kaawhia Engagement Hui	Maketu Marae, Kaawhia
14 <sup>th</sup> July 2018	Hui-aa-lwi	Te Whakakitenga o Waikato Chambers, Hopuhopu

91. Formal Mandate Information Hui, observed by Crown officials, were held following the publishing of the Draft Waikato-Tainui Remaining Claims Mandate Strategy. These hui provided an opportunity for Waikato hapuu, marae, tribal members and claimants to be informed and engage in discussions on the Waikato-Tainui Remaining Claims Mandate Strategy, and the Outstanding and Remaining claims of Waikato-Tainui. A copy of the presentation is attached as **Appendix 'F'**.

92. Set out below is a schedule of the formal Mandate Information Hui held:

## Waikato-Tainui Remaining Claims Mandate Information Hui - 2019

20 <sup>th</sup> March 2019	Auckland Central Hui	Te Puea Marae, Taamaki Makaurau
24 <sup>th</sup> March 2019	Manukau Harbour Hui	Puukaki Marae, Taamaki Makaurau
27 <sup>th</sup> March 2019	Taamaki ki te Tonga & Te Puaha o Waikato Hui	Oraeroa Marae, Te Puaha o Waikato
11 <sup>th</sup> April 2019	Wellington Hui	Wharewaka Function Centre
14 <sup>th</sup> April 2019	Whaingaroa Hui	Raglan Town Hall
17 <sup>th</sup> April 2019	Hopuhopu Hui	Te Whakakitenga o Waikato Chambers, Hopuhopu
27 <sup>th</sup> April 2019	Aotea Hui	Okapu Marae, Aotea
28 <sup>th</sup> April 2019	Kaawhia Hui	Maketu Marae, Kaawhia
01 <sup>st</sup> May 2019	Christchurch Hui	Te Runanga o Ngai Tahu Offices, Christchurch
02 <sup>nd</sup> May 2019	Dunedin Hui	Distinction Hotel, Dunedin
04 <sup>th</sup> May 2019	Hui-aa-Iwi	Te Whakakitenga o Waikato Chambers, Hopuhopu

93. As a part of the Mandate Information Hui, a workshop was held for Te Whakakitenga o Waikato members (representatives) to provide information and engage with them on the Waikato-Tainui Remaining Claims Mandate Strategy and claims issues.

94. The Waikato-Tainui Negotiator also held a Livestream 'Questions & Answers' session on the Waikato-Tainui Facebook page as an opportunity to engage with tribal members who may not have had the opportunity to attend any of the Mandate Information Hui.

95. Attached as **Appendix 'G'** is a copy of the Key Themes and Outcomes from the Mandate Information Hui.

### Mandate Information Hui - Advertisement

96. The Formal Mandate Information Hui were advertised twenty-one days prior to the commencement of the first Mandate Hui, using the following mediums:

- a) National and regional newspapers (Waikato Times, Press News, Dominion Post and New Zealand Herald);
- b) Waikato-Tainui website;
- c) Iwi radio station (Radio Tainui);

- d) Social Media (Waikato-Tainui Facebook page; 'Ko Waikato te Awa, Ko Waikato te Iwi'); and
- e) Dissemination to Te Whakakitenga o Waikato Representatives to inform marae whaanau.

97. Supporting documentation for public notification is attached at **Appendix 'H'**.

## Te Whakakitenga o Waikato Approval of Mandate

98. A vote was held at the Te Whakakitenga o Waikato General Meeting on Saturday 25<sup>th</sup> May 2019 to approve the following resolutions in respect of the Waikato-Tainui Remaining Claims Mandate Strategy:
- a) Approves by ordinary resolution the mandate of Rahui Papa to negotiate the settlement of the Waikato-Tainui historical Treaty of Waitangi Remaining Claims; and
  - b) Supports the development of a mechanism for Waikato hapuu to withdraw and/or include their historical Treaty of Waitangi claims from the mandate.
99. Tauranganui moved the motion to approve both resolutions, which was seconded by Whatapaka Marae.
100. The results of the vote are as follows:
- a) 49 marae approved / 8 marae opposed (74%).

## Waikato-Tainui Remaining Claims Communications Strategy

101. The Waikato-Tainui Communications & Engagement Plan sets out the intended communication and engagement strategy for Te Whakakitenga o Waikato to engage with Waikato hapuu, whaanau and claimants throughout the Treaty Settlement process.
102. The Communications Strategy meets the communications needs for advancing the legacies of the past through concluding the negotiations and settlement of Outstanding Waikato-Tainui Te Tiriti o Waitangi Claims.
103. Key messaging for this plan is **four-fold**, and is aimed at:
- a) **Educating** key audiences about the existing Waikato-Tainui settlements, settlement histories, mechanisms and landscapes;
  - b) **Informing** key audiences about the negotiations and settlement processes and key hui dates (and any other relevant information);
  - c) **Engaging** key audiences, and priority stakeholders to ensure that they are participating in the process, inputting and contributing as much as possible; and
  - d) **Seeking feedback** on important issues to formulate and advance a position, and to ensure the involvement and input of tribal members/groups.
104. Key messaging and messaging methods will be dependent on the stage of the negotiations/settlement process (i.e. from pre-mandate to mandate confirmation, Agreement in Principle, Deed of Settlement, to the passing of legislation).
105. Key messaging methods include:
- a) regular written paanui;
  - b) iwi radio;
  - c) print media;

- d) the tribal magazine Te Hokioi;
- e) Waikato-Tainui website;
- f) social media; and
- g) educational resources.

106. The Waikato-Tainui Negotiator will provide regular updates and inform tribal members and governors at tribal events like:

- a) Poukai;
- b) Koroneihana;
- c) Ngaa Marae Toopu hui;
- d) Te Arataura hui;
- e) Te Whakakitenga o Waikato;
- f) Claims Advisory Group; and
- g) Oati Partner Hui.

## Table of Appendices

Appendix A	Claimant definition
Appendix B	Area of Interest for proposed Waikato-Tainui remaining claims mandate (high resolution)
Appendix C	Te Whakakitenga o Waikato Rules
Appendix D	Time limit for the hapuu inclusion/ withdrawal mechanism
Appendix E	Resolution appointing Rahui Papa as Te Whakakitenga o Waikato Negotiator (November 2017)
Appendix F	Mandate Information Hui Powerpoint Presentation - 2019
Appendix G	Waikato-Tainui Mandate Information Hui – Key Themes & Issues – May 2019
Appendix H	Supporting documentation for public notification of March – May 2019 mandate information engagement hui

**Appendix A – Claimant definition**  
***Crown’s position on claimant definition for this mandate***

1. For the purposes of Treaty settlement negotiations, the Crown says:
  - a) it has recognised the mandates of seven of the 33 Waikato hapuu to negotiate settlements of their remaining historical claims;<sup>1</sup>
  - b) the historical claims of five of those seven hapuu are or will soon be settled;<sup>2</sup>
  - c) the following seven hapuu currently do not wish to be included in this mandate and therefore are not included within the claimant definition at this time:
    - i. Ngaati Maahanga
    - ii. Ngaati Tamainupo
    - iii. Ngaati Wairere
    - iv. Ngaati Hikairo
    - v. Ngaati Taahinga
    - vi. Tainui-aa-whiro; and
    - vii. Ngaati Apakura
  - d) therefore, the claimant definition for this deed of mandate is the collective group comprised of individuals who are descended from:
    - i. a Waikato tupuna; and
    - ii. the following 19 hapuu:

Ngaati Paretauaa, Ngaati Tiipaa, Ngaati Aamaru, Ngaati Naho, Ngaati Hine, Ngaati Taratikitiki, Ngaati Pou, Ngaati Makirangi, Ngaati Ruru, Ngaati Werokoko, Ngaati Paretekawa, Ngaati Ngutu, Ngaati Puhiaue, Ngaati Mahuta (North and South), Ngaati Te Wehi, Ngaati Whaawhaakia, Ngaati Kuiaarangi, Ngaati Tai, Ngaati Raukawa ki Panehakua.
  - e) the claimant definition for this deed of mandate may change should any hapuu complete the steps required under paragraphs 63 to 75 to be included in or withdraw from this deed of mandate.
  - f) where hapuu of Waikato are included in the claimant definition of a Waikato-Tainui Remaining Claims Deed of Settlement:
    - i. all their remaining historical claims will be settled through the Waikato-Tainui Remaining Claims Settlement (except to the extent that they relate to any hapuu outside this mandate at that time); and
    - ii. they will be beneficiaries of the Waikato-Tainui Remaining Claims Settlement.

---

<sup>1</sup> Ngaai Tai ki Taamaki, Ngaati Tamaoho, Ngaati Te Ata, Ngaati Hauaa, Ngaati Koheriki, Ngaati Koroki Kahukura and Te Aakitai.

<sup>2</sup> All historical Treaty of Waitangi claims of Ngaai Tai ki Taamaki, Ngaati Tamaoho, Ngaati Hauaa and Ngaati Koroki Kahukura have been settled. Te Aakitai is currently negotiating towards a deed of settlement.

### **Crown comment**

2. The Crown acknowledges Waikato-Tainui expression of iwi identity in the draft deed of mandate. The Crown does not endorse the section of claimant definition set out at para 16 (“For the purposes of Treaty settlement negotiations, Waikato-Tainui says...”)
3. The claimant definition is a description of those people whose claims will be settled by a settlement resulting from the negotiations proposed in this draft deed of mandate. This group of people are eligible to become beneficiaries of the settlement.
4. For the Crown, it is problematic to include all 33 hapuu in the claimant definition for this mandate when seven of the hapuu have had separate settlements or mandate recognition, and a further seven hapuu have chosen to be outside the mandate at this stage.
5. It is core to every settlement that all claims associated with the group of people described by the claimant definition are settled. This means hapuu and their claims “go together,” i.e. if hapuu are in, or out of, the mandate then so are all their claims. This also then has implications for some of the ‘Wai’ claims listed as currently included at para 23 of the draft deed of mandate, but that relate to one or more of the hapuu listed at para 30 as currently outside the mandate.

### **Waikato-Tainui comment**

6. The Waikato-Tainui claimant definition begins at paragraph 6, page 5 of the Draft Deed of Mandate.
7. Wai 30 and the Waikato-Tainui claimant definition are an important part of the tribe’s settlement history, cemented through legislation and existing tribal structures. The Waikato-Tainui Remaining Claims are a continuation of existing Waikato-Tainui settlements since 1946, built upon the principles of Wai 30, “*collective loss, collective benefit*”.
8. The Waikato-Tainui claimant definition has a long history and is embedded consistently throughout existing Waikato-Tainui settlement’s including the 1946 Waikato-Maniapoto Maori Claims Settlement Act, the Waikato Raupatu Claims Settlement 1995 and the Waikato-Tainui Raupatu Claims (Waikato River) Settlement 2010.
9. Te Whakakitenga o Waikato (formerly known as Te Kauhanganui), the governing body on behalf of Waikato iwi is representative of the 33 Waikato hapuu, and 68 affiliate marae and has been operating under this structure since 1998 after the passing of the Waikato Raupatu Claims Settlement Act 1995.
10. Waikato-Tainui recognises the individual claims of Waikato hapuu as well as the overarching interests all 33 Waikato hapuu have by virtue of their interests in Wai 30. These interests are intrinsically linked to Waikato-Tainui and cannot be separated.

**Appendix B – Area of Interest for proposed Waikato-Tainui remaining claims mandate (high resolution)**

# Area of Interest for proposed Waikato-Tainui remaining claims mandate, February 2019



## Legend

— Waikato-Tainui area of interest

This map is for Treaty settlement purposes only, specifically mandating purposes for Waikato-Tainui remaining claims. The area identified on this map does not represent an exclusive area of interest and includes areas also claimed by other iwi/hapuu.

## **Appendix C – Te Whakakitenga o Waikato 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

[Signature]  
Signature of Member

[Signature]  
Signature of Member

Maxine Moana-Towhangai  
Name of Member

Jay-Rimus Te Whakaiterangi Rapana  
Name of Member

Rahui Pappa  
Name of Member

## TABLE OF CONTENTS

1	NAMES	1
2	REGISTERED OFFICE	1
3	OBJECTS	1
4	DEFINITIONS	2
5	MEMBERS OF TE WHAKAKITENGA O WAIKATO	7
6	FINANCIAL STATEMENTS	11
7	ANNUAL GENERAL MEETING	12
8	HALF-YEARLY GENERAL MEETINGS	12
9	GENERAL MEETINGS	13
10	TRIENNIAL SPECIAL MEETINGS, REMOVALS AND ELECTIONS	13
11	NOTICE	14
12	QUORUM	15
13	VOTING	15
14	CONDUCT OF MEETINGS	15
15	CODE OF CONDUCT AND CONFLICT OF INTEREST	15
16	MEMBERS OF TE ARATAURA	16
17	REMUNERATION	21
18	DUTIES AND RESPONSIBILITIES OF TE ARATAURA	21
19	DELEGATION AND COMMITTEES	23
20	ALTERATIONS TO THE RULES	23
21	WINDING UP	24
22	COMMON SEAL	24
23	AUDIT	24
24	DISPUTES	24
	SCHEDULE 1 HAPUU OF WAIKATO	26



<b>SCHEDULE 2 BENEFICIARY MARAE OF WAIKATO AS AT THE DATE OF THE RULES</b>	<b>27</b>
<b>SCHEDULE 3</b>	<b>29</b>
<b>PART A: FORM OF ELECTION CERTIFICATE – ELECTED MEMBERS</b>	<b>29</b>
<b>PART B: FORM OF CERTIFICATE OF CONSENT</b>	<b>31</b>
<b>SCHEDULE 4</b>	<b>32</b>
<b>PART A: TE WHAKAKITENGA O WAIKATO RESERVED MATTERS</b>	<b>32</b>
<b>PART B: TE ARATAURA MATTERS</b>	<b>35</b>
<b>SCHEDULE 5 CODE OF CONDUCT</b>	<b>37</b>
<b>SCHEDULE 6 PROCEDURE FOR MEETINGS</b>	<b>39</b>
<b>1 INTERPRETATION</b>	<b>39</b>
<b>2 APPLICATION OF THIS SCHEDULE</b>	<b>39</b>
<b>3 AGENDA</b>	<b>39</b>
<b>4 IRREGULARITIES IN NOTICE OF TE WHAKAKITENGA O WAIKATO MEETING</b>	<b>39</b>
<b>5 TIME LIMIT AT MEETINGS</b>	<b>40</b>
<b>6 APOLOGIES AND LEAVE OF ABSENCE</b>	<b>40</b>
<b>7 DELEGATIONS</b>	<b>40</b>
<b>8 PETITIONS</b>	<b>40</b>
<b>9 PUBLIC ACCESS AT MEETINGS</b>	<b>41</b>
<b>10 PROVISION OF PUBLIC EXCLUDED INFORMATION</b>	<b>41</b>
<b>SCHEDULE 7 HOHOU TE RONGO</b>	<b>42</b>

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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 Marae 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 Marae 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 Marae in The Waikato Times.

- 5.1.6 Each representative elected by a Marae 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 Marae 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 Marae will, through a decision of its Marae Committee (*Marae Decision*), determine which two of its three Marae 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 Marae 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 Marae 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 Marae 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 Marae must promptly notify its Beneficiaries and the Secretariat in writing of the Marae Decision.

- 5.1.9 Each Marae 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 Marae 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 Marae 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

*MR SAP.*  
*2006/7*

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;

Handwritten signature and initials in the bottom right corner of the page.

- (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 Paretauaa
15. Ngaati Paretekawaa
16. Ngaati Pou
17. Ngaati Puhawe
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 Aakital

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## SCHEDULE 2

### BENEFICIARY MARAE OF WAIKATO AS AT THE DATE OF THE RULES

#### PART A:

- |                         |   |
|-------------------------|---|
| 1. Aaruka               | 33. Tangirau (Waikeri)                    |
| 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



**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)	



**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 \_\_\_\_\_



**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 \_\_\_\_\_



## 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 Maioero 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).

*M. S. P.*  
*M. S. P.*

- 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.

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## 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



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).

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- 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

*M. S. P.*  
*M. M. Y.*

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]

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- [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)

  
MUMT

**Appendix D – Time limit for the hapuu inclusion/ withdrawal mechanism**  
***Crown’s position on the time limit for the hapuu inclusion/ withdrawal mechanism***

1. The Crown’s position is the potential for hapuu inclusion and withdrawal in this mandate needs to remain until the initialling of a deed of settlement.
2. Te Arawhiti specifically seeks submissions on the proposal for a cut-off date for hapuu to withdraw from or be included in the mandate.

***Crown comment***

3. Waikato-Tainui seeks a cut-off date at Agreement in Principle signing for hapuu withdrawal or inclusion in the mandate. The Crown does not. Hapuu withdrawal mechanisms in other mandates do not have a cut-off date.
4. The Crown wants to see as many claims settled as possible and not restrict the inclusion of claims by having a time limit. Equally, the Crown does not want to limit the ability of hapuu to exercise their right to choose not to have their claims settled.
5. The Crown agrees with the Waikato-Tainui Negotiator about the importance of certainty about which hapuu are included in the mandate during negotiations. A Crown offer will be made on the basis of which hapuu are in the mandate at that time. If there were any changes to which hapuu are in the mandate following that, then the Crown would discuss the implications of that with the Waikato-Tainui Negotiator.

***Waikato-Tainui comment***

6. The Waikato-Tainui position is at paragraph 76, page 22 of the Draft Deed of Mandate.
7. A cut-off date at Agreement in Principle (AIP) provides certainty to both the Negotiations Team and the people of Waikato over what the settlement package will cover. Allowing for hapuu to join or leave the mandate after AIP will create unfairness to those hapuu who have already agreed to come under the mandate and disrupt negotiations causing delays.
8. The Crowns position has financial and wider resourcing implications for Waikato-Tainui. Although the Crown has agreed to contribute funding towards the process this is only a contribution and does not cover the total costs of the process each time a hapuu withdraws or comes under the mandate, leaving Waikato-Tainui to bear the remaining costs.
9. Waikato-Tainui intends to undertake extensive consultation with its people before any AIP is signed. Hapuu will therefore have sufficient certainty about the negotiated redress package at that point to make a decision confirming their position.

## **Appendix E – Resolution appointing Rahui Papa as Te Whakakitenga o Waikato Negotiator (November 2017)**

**THAT** Te Whakakitenga o Waikato:

- a) Confirms that the Negotiator has the mandate to lead, on behalf of Te Whakakitenga o Waikato Incorporated, engagement with the Crown and other parties for the resolution of the outstanding claims and related settlement issues of Waikato Tainui, as set out at Appendix One.
- b) Appoints Rahui Papa as Negotiator

**Moved** Purekireki

**Second** Kai a te Mata

Note there were **57 marae** in total at the hui. **39 marae voted for.**

**Appendix F – Mandate Information Hui Powerpoint Presentation – 2019**



## Waikato-Tainui Remaining Claims Mandate Information Hui

March to May 2019

# Ngaa kaupapa/Contents

A traditional Māori waka (canoe) with two large red sails is shown on a dark sea at dusk or dawn. The waka is positioned in the lower right quadrant of the image, with its sails fully deployed. The background is a dark, textured sea under a dim sky, creating a somber and historical atmosphere.

1. Wai 30 background & context
2. Mandate History
3. Crown mandate process
4. Te Whakakitenga o Waikato objectives & structure
5. Waikato-Tainui Remaining Claims Mandate Strategy
6. Key themes from submissions
7. Future Aspirations
8. Key information
9. Mandate information hui dates

# Wai 30 - Background & Context

- Filed in **1987** by Sir Robert Mahuta, the Tainui Maori Trust Board and Ngaa Marae Toopu
- Concerned issues of **Raupatu**, the Waikato River, fisheries interests and the West Coast Harbours (Manukau, Whaingaroa, Aotea and Kawhia)
- **Waikato Raupatu Claims Settlement Act 1995**
- **Waikato-Tainui Raupatu Claims (Waikato River) Settlement Act 2010**
- Wai 30 outstanding claims to be resolved – West Coast Harbours, Maoro & East Wairoa land blocks

# Te Whakakitenga o Waikato

The objectives of Te Whakakitenga o Waikato are:

- a) To uphold, support, strengthen and protect the Kiingitanga;
- b) To protect, advance, develop and unify the interests of Waikato-Tainui;  
and
- c) To achieve and support the existing and future settlements of the Treaty of Waitangi and raupatu claims of Waikato-Tainui

(TWOW 2016 Rules, paragraph 3)

# Te Whakakitenga o Waikato

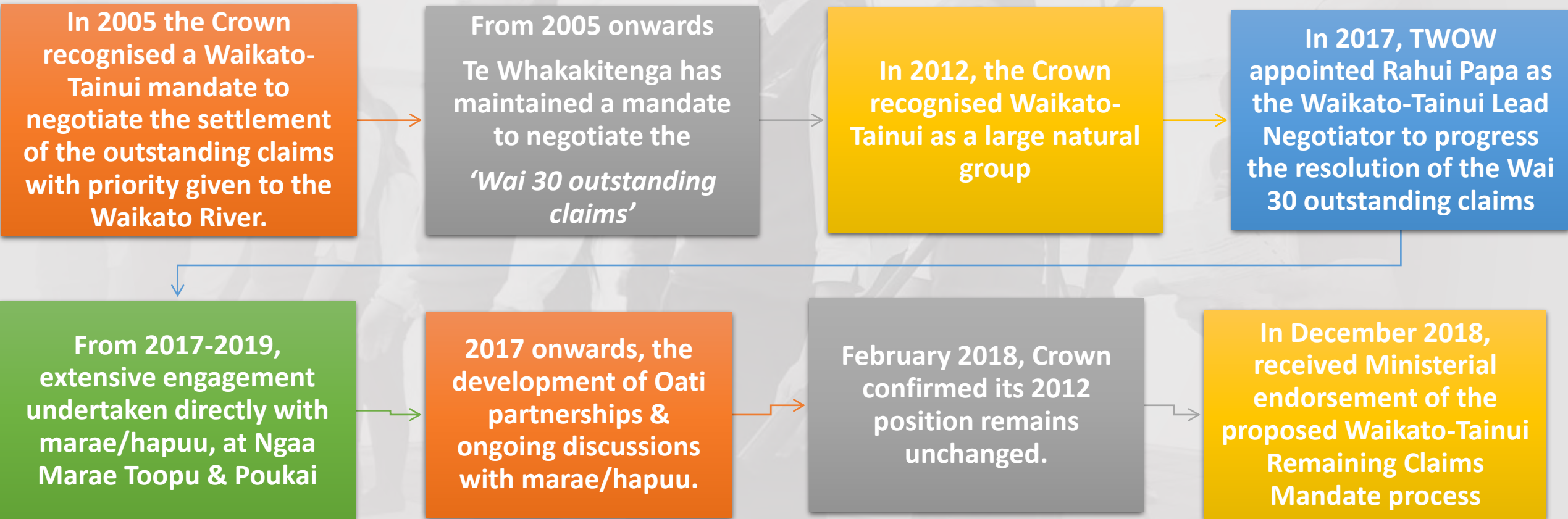
- Waikato-Tainui hapuu (TWOW 2016 Rules, schedule 1)
- Waikato-Tainui marae (TWOW 2016 Rules, schedule 2)

TWOW  
(136 members)

68 Marae  
(2 reps per  
marae)

33  
Hapuu

# Mandate History



# Crown Mandate Process

- Crowns Large Natural Groupings policy
- The Waikato-Tainui Remaining Claims Mandate Strategy
- Mandate information hui March to May 2019
- Submissions on the Mandate Strategy close 10 May 2019
- Te Whakakitenga o Waikato vote to confirm the mandate on 25 May 2019
- Deed of Mandate document compiled by the Team
- Receive submissions on deed of mandate
- Seek Crown mandate recognition

# WT Remaining Claims Mandate Strategy

## Key features:

1. The scope of the mandate being sought by the Negotiator and TWOW to negotiate the settlement of the Waikato-Tainui remaining claims
2. The proposed process from here to seek a mandate recognised by the Crown for the Waikato-Tainui remaining claims
3. Which Wai claims are included/excluded by the proposed mandate
4. How the West Coast Harbours will be represented
5. Development of withdrawal/inclusion mechanisms

# WT Remaining Claims Mandate Strategy

- First round of submissions opened **1<sup>st</sup> February 2019** closed **22 February 2019**
- 14 submissions received in total, 13 in opposition and 1 in support
- Following a review of the submissions by the Team, the strategy has been updated to address some of the issues raised by submitters (the revised mandate strategy)

# WT Remaining Claims Mandate Strategy (Revised)

- Second round of submissions opened **11 March 2019**
- 11 submissions received in total, 5 in opposition, 6 non mandate related
- Submissions on the revised mandate strategy close **10 May 2019**

# Key issues from submitters

How will hapuu/marae not named in Te Whakakitenga be represented?

Who confirms the mandate on behalf of Waikato-Tainui?

How can tribal members be involved in the process?

Can you withdraw your claim/s from this mandate?

What is the difference between  
*“outstanding”* &  
*“remaining”*?

How will Harbour’s hapuu/marae be represented through negotiations?

How will internal overlapping interests be resolved?

# How did the term “*Remaining Claims*” come about?

## Land & River Settlement legislation definition - ‘*Excluded Claims*’

Claims in relation to Taamaki (Manukau Harbour, Maioro & East Wairoa land blocks), and the West Coast Harbours (Whaingaroa, Aotea & Kawhia) which were excluded from the Raupatu & River settlement to be addressed separately (

## ‘*Outstanding Claims*’

These excluded claims over time have come to be known and referred to as ‘outstanding claims’

## Crown definition - ‘*Remaining Claims*’

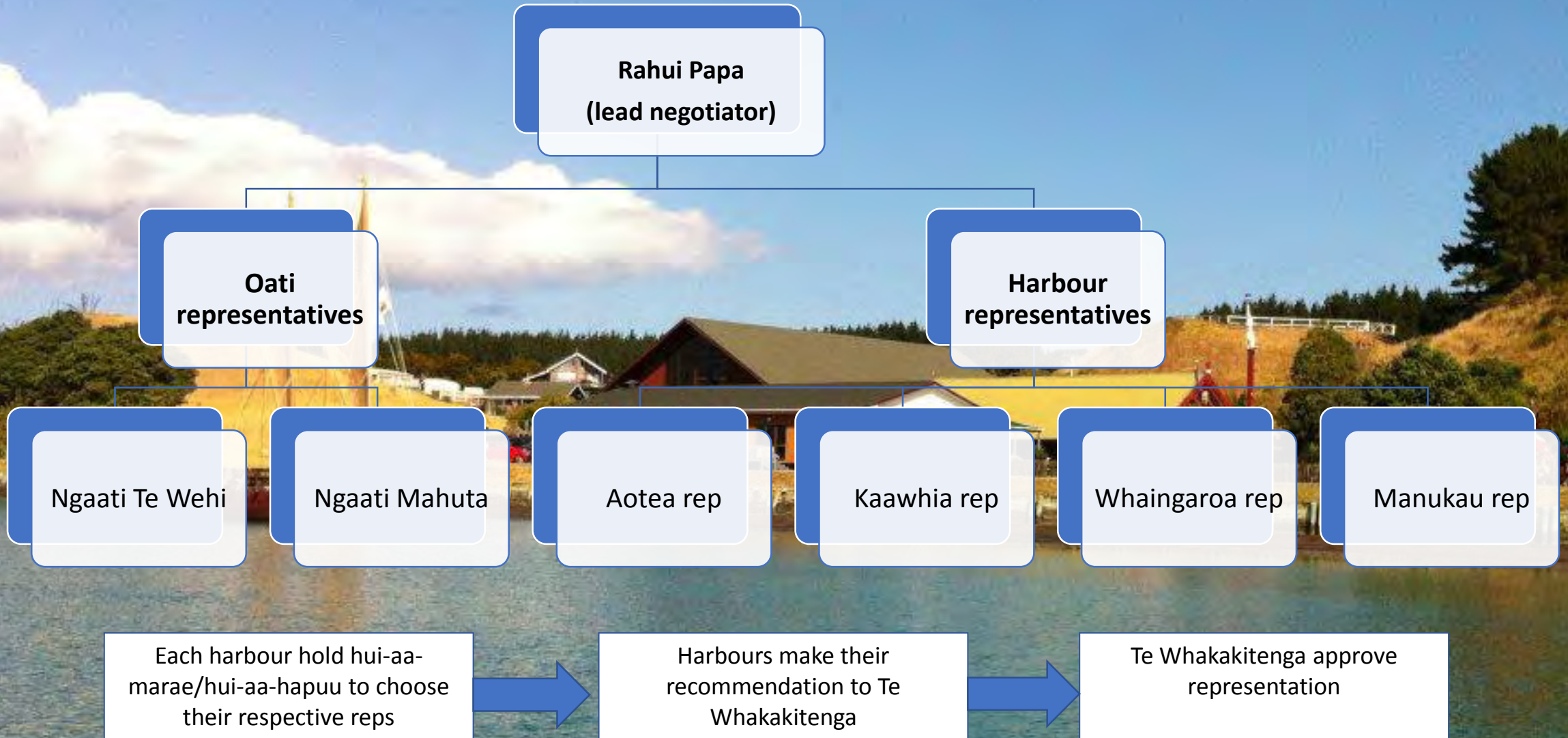
Remainder of historic treaty claims that sit within the Waikato rohe and have been included in the Waikato-Tainui Remaining Claims Mandate Strategy alongside the Wai 30 outstanding claims.



## How will Harbours marae/hapuu be represented?

- Through a **Negotiations Team Framework** that is reflective and inclusive of Harbour's hapuu and marae
- Direct **input** and **involvement** throughout the entire settlement process
- **Oversight** in the **development** of redress and settlement options
- A **collective approach** to the settlement of the Waikato-Tainui remaining claims

# Negotiations Team Framework



# How will Internal Overlapping Interests be resolved?

- Some hapuu have indicated they would like to settle their individual claims sperate to the proposed Waikato-Tainui mandate
- Any overlapping interests that impact on the Waikato-Tainui remaining claims (inclusive of Wai 30), will be resolved internally (and **NOT** by the Crown) according to an agreed tikanga process



# Future Aspirations

- Fostering **unity** and a direction forward
- Realising what we aspire to be, as an iwi, as a hapuu, for our marae and as a **whaanau**
- Growing the capabilities of our **people** and our **marae**
- Looking ahead to enable and achieve mana motuhake over our whenua, moana, and for our **people**, for our **past** and **present** and for our **future**



# Key Information



- Formal submissions close on **May 10<sup>th</sup> 2019**
- To view an electronic copy of the mandate strategy document and appendices see <https://www.govt.nz/treaty-settlement-documents/waikato-tainui-remaining-claims/>

**OR**

- Provide feedback directly to your Marae chairperson or Waikato-Tainui reception at [reception@tainui.co.nz](mailto:reception@tainui.co.nz) by **10<sup>th</sup> May 2019**
- Te Whakakitenga o Waikato final mandate vote on **25<sup>th</sup> May 2019**

# Mandate information hui dates

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## March 2019

**Wednesday 20th March** – Auckland Central – Te Puea Marae at 6pm-8pm

**Sunday 24th March** – Manukau Harbour– Puukaki Marae at 10am-12pm

**Wednesday 27th March** – South Auckland– Ooraeroa Marae at 6pm-8pm

## April 2019

**Thursday 11th April** – Wellington – Wharewaka Function Centre at 6pm-8pm

**Sunday 14th April** – Whaingaroa Harbour– Poihakena Marae at 10am-12pm

**Wednesday 17th April** – Hopuhopu– Te Whakakitenga o Waikato Chambers at 6pm-8pm

**Saturday 27th April** – Aotea Harbour– Okapu Marae at 10am-12pm

**Sunday 28th April** – Kaawhia Harbour – Maketuu Marae at 10am-12pm

## May 2019

**Wednesday 1st May** – Christchurch– Te Runanga o Ngai Tahu Offices at 6pm-8pm

**Thursday 2nd May** – Dunedin– Distinction Dunedin Hotel at 6pm-8pm

**Saturday 4th May** – Hopuhopu– Chambers at 10am-12pm



# FREQUENTLY ASKED QUESTIONS

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- **What is Te Whakakitenga's role in terms of the Negotiation Team Framework?**

The role of Te Whakakitenga o Waikato (“**TWOW**”) is to approve the Harbours recommendation. The process to appoint members onto the Negotiation Team is determined by the Harbours hapuu/marae themselves according to their own tikanga. At this stage this is a proposal only, we are open to any feedback or whakaaro from you all on how we might improve this Framework.

- **Has there been any thought around post settlement structures or aspirations?**

It is premature to think about post-settlement at the moment as this will be discussed once a mandate has been recognised not only by the Crown, but by the people of Waikato-Tainui. The post settlement structures and aspirations will be co-designed with our Harbours hapuu/marae. There is the desire for this settlement to be different to the 1995 Raupatu and 2010 River Settlements, to create a devolved model that allows more involvement from our Harbours hapuu/marae over the management of natural resources and settlement outcomes. The overarching focus is creating a model that fits the aspirations and unique characteristics of this settlement and building the capabilities of our hapuu/marae to be able to deliver the settlement redress and outcomes.

# FREQUENTLY ASKED QUESTIONS

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- **How will smaller whaanau/hapuu claims be represented through the settlement process?**

We understand the importance of all claims whether small or large and see this as an opportunity to work together to achieve a better outcome for everyone. Therefore there are a number of ways hapuu can be represented throughout the process including TWOW , the Negotiation Team, Oati Partnerships and the Claims Advisory Group.

We welcome and encourage discussions with all marae/hapuu/whaanau about how they would like their interests represented and reflected throughout the process.

- **Will the Settlement redress supersede the rights and mechanisms that hapuu already have in place with councils?**

We want to solidify all mechanisms and rights into law and to do that we will need to have these legislated. This will help hapuu/whaanau in those areas when enforcing those rights and mechanisms. It is not a matter of superseding or duplicating, rather it is a matter of working collaboratively and entrenching those rights to ensure our natural resources are afforded the highest protection mechanism and our hapuu/marae/whaanau are at the forefront of any decisions being made.

# FREQUENTLY ASKED QUESTIONS

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- **How can I participate in the process without going through my TWOW representative?**

There are many opportunities for whaanau, hapuu and even individuals to participate. There are I I mandate hui across the motu that you can attend as well as a formal submissions process where you can express your whakaaro. You can also contact the Claims Team directly if you have any questions.

- **What is the threshold for receiving a Crown recognised mandate?**

The Crown has not given us a threshold at this stage as we are in a unique situation in comparison to other iwi. Ultimately, the decision is with Minister Davis and Minister Little who will decide whether or not to recognise the mandate. However, we are currently in discussions with the Crown to determine what that threshold might look like for us to provide some certainty moving forward.

# FREQUENTLY ASKED QUESTIONS

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- **Why is the submission process open to the public when TWOW makes the final decision?**

This is a typical feature of all mandating processes and is there to involve the views of everybody who may be affected, regardless of whether they are from Waikato-Tainui or not. However, the final decision is made by TWOW.

**Appendix G – Waikato-Tainui Mandate Information Hui – Key Themes & Issues – May 2019**

## Summary of Key Themes/Issues

Waikato-Tainui Mandate Information Hui 2019

24<sup>th</sup> May 2019

### Overview

Provided in this document is a summary of the key themes and issues raised, as well as any key outcomes (if applicable) from each of the Waikato-Tainui Remaining Claims Mandate Information Hui recently undertaken. These hui provided an opportunity for our marae, hapuu and tribal members to be informed and engage in discussions on the Waikato-Tainui Remaining Claims Mandate Strategy, and the outstanding and remaining claims of Waikato-Tainui.

The formal mandate information hui were held (mostly at marae) across Taamaki, Te Puaha o Waikato, Kaawhia, Aotea, Whaingaroa, Kirikiriroa, our Taurahere regions in Wellington, Christchurch and Dunedin and at the Te Whakakitenga o Waikato Chambers at Hopuhopu. A workshop was also run at Hopuhopu as a part of the mandate information hui round to provide an opportunity for Te Whakakitenga o Waikato representatives to be informed and engaged on mandating and claims issues.

To precede any discussions at each of the hui, the Waikato-Tainui Negotiator Rahui Papa presented the following information:

- Background information to provide context to the Waikato-Tainui settlement history, and an explanation of the Wai 30 outstanding claims, and Waikato-Tainui remaining claims;
- An overview of engagements was provided (including direct marae or hapuu engagement) from 2017 to date and the identified issues that arose out of these, as well as how these issues have been addressed or resolved. Engagement has been a priority for the Negotiator and the team, and it was made clear at the outset of this process that requests to meet directly to discuss claims issues were welcomed, and would always be accommodated;
- Explanation was provided as to the different aspects of the Waikato-Tainui Remaining Claims Mandate Strategy document, and the process ahead in seeking the recognition of a mandate to negotiate, including the submissions process;
- The draft Negotiations Team Framework was presented, which sparked some discussion around equality and representation at the negotiations table;
- Avenues and means were set out, by which tribal members can engage on these issues, and be included in the negotiations and settlement process.

## Key themes/issues/outcomes from each Mandate Information Hui

### 1. Auckland Central Mandate Information Hui – Te Puea Marae

Wednesday 20<sup>th</sup> March 2019

<b>What is the role of Te Whakakitenga o Waikato in regards to the Negotiations Team Framework?</b>	<p>The role of Te Whakakitenga o Waikato (“TWOW”) is to approve the Harbours recommendation. The process to appoint members onto the Negotiations’ Team is determined by the Harbours hapuu/marae themselves according to their own tikanga. At this stage, the Neogtiations Team Framework is only a proposal and the team is open to any feedback or whakaaro on the development of this Framework.</p> <p>(A suggestion was given that TWOW only approve the structure, and not representatives).</p>
<b>Has there been any thought around post-settlement aspirations and how these aspirations will be recognised in a possible post-settlement entity?</b>	<p>It is premature to think about post-settlement at this phase as this will be a key discussion to be had once a mandate has been recognised not only by the Crown, but by the people of Waikato-Tainui. It will be a matter of creating a model that fits the aspirations and unique characteristics of this settlement, building the capabilities of our marae and hapuu who will then be charged with delivering the settlement redress and outcomes.</p>
<b>How will smaller whanau and hapuu be represented in this settlement process?</b>	<p>TWOW is representative of 33 Waikato hapuu and 68 marae. Hapuu, marae and whanau of Waikato-Tainui will be represented through their respective TWOW representatives. We understand the importance of hapuu rangatiratanga in this Treaty settlement process. A Negotiations Team Framework is being developed that promotes collaboration, and will reflect and represent the interests of those hapuu, marae and whaanau claims that sit within the mandate. There is also an opportunity for hapuu to be involved and meaningfully participate through an Oati Partnership where Waikato-Tainui and our Oati partners work collaboratively towards achieving collective settlement outcomes and aspirations.</p>
<b>What is the Large Natural Groupings (“LNG”) policy?</b>	<p>The LNG policy is the Crown’s current policy and approach to resolving Treaty claims - it is not a TWOW or Waikato-Tainui policy. The LNG policy encourages settlements at an iwi level which allows for small claimant groups to come within this proposed Waikato-Tainui mandate to work together to settle the Waikato-Tainui outstanding and remaining claims.</p>

### 2. Manukau Harbour Mandate Information Hui – Puukaki Marae

Sunday 24<sup>th</sup> March 2019

<b>How will whaanau claimants benefit from this settlement?</b>	<p>It is too early to determine the specific benefits or redress that might be included in this settlement, as the development of redress will be undertaken in the next phase of this process. There is a diverse range of claims included in the remaining claims mandate strategy and we encourage claimants, hapuu,</p>
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	<p>marae and whanau to work together with the team to express their settlement aspirations, and to assist in the development of redress. This will be a key function of the Negotiations Team once it is finalised and established.</p>
<p><b>What is the process to appoint members onto the Negotiations Team?</b></p>	<p>The intention at present (and as it is proposed) is for each Harbour to craft their own process for appointment of representatives. In short, the process will therefore be a tikanga driven process, and determined by the Harbours hapuu, marae and whanau themselves. Maa te moana, te moana e koorero.</p>
<p><b>How will the interests of Waikato-Tainui in relation to Waitemata and Hauraki Gulf be negotiated?</b></p>	<p>These two harbours include various interests which are distinct from the West Coast Harbours (Kawhia, Aotea and Whaingaroa) where there are only Tainui interests.</p> <p>There will be overlapping interests that will need to be addressed in negotiations, therefore these harbours will be negotiated separately to the others.</p>

### 3. Taamaki ki te Tonga/Te Puaaha o Waikato Mandate Information Hui – Oraeroa Marae

Monday 27<sup>th</sup> March 2019

<p><b>How will the submissions received be reflected in the Mandate Strategy Document given the short timeframes set?</b></p>	<p>The Mandate Strategy Document (“MSD”) was published on the 1<sup>st</sup> February 2019 and submissions closed on 22<sup>nd</sup> February 2019. The MSD was updated to reflect some of the issues raised by submitters from the first round of submissions. It was then decided that we submissions would be re-opened and extended to give a better opportunity to submitters to express their views. The close date was therefore pushed out to 10<sup>th</sup> May 2019. Feedback, issues and outcomes from both the submissions and mandate hui will be incorporated and reflected in the Deed of Mandate that will be developed after the Te Whakakitenga o Waikato mandate vote on the 25<sup>th</sup> May 2019.</p>
<p><b>Will any settlement redress/mechanisms established supersede the rights and mechanisms that hapuu may already have in place?</b></p>	<p>Waikato-Tainui seek to solidify any settlement mechanisms and rights into law and to do this we will need to have these enacted through settlement legislation. We therefore hope to assist and strengthen these existing mechanisms. It is not a matter of superseding, rather a matter of working collaboratively and entrenching those rights (if this is the wish of the hapuu/marae).</p>
<p><b>What is the process to withdraw claims from this mandate?</b></p>	<p>Hapuu have an option to withdraw their claims from the Waikato-Tainui mandate. This process (formally) is being developed and will be outlined in detail in the Deed of Mandate. Waikato-Tainui will attempt to resolve and address all issues and concerns raised by hapuu prior to any withdrawal, however, there will be an option/process to withdrawal claims at a hapuu level, and there are a number of hapuu who have already expressed their desire to sit outside of the mandate.</p>
<p><b>What funding is available to claimants who have resourced their own claims thus far?</b></p>	<p>There is claimant funding available, however in order to be eligible you must be a recognised ‘Large Natural Grouping’. Waikato-Tainui also has to self-resource any internal and external claims related activities in this process, and Crown funding is not guaranteed. Our team is working with the relevant funding agencies, and believe</p>

	that the Crown should provide funding at all levels for these kaupapa.
<b>How can tribal members/hapuu/marae whaanau participate in this process without going through the relevant TWOW representative?</b>	There are many opportunities for marae, hapuu and even individuals to participate directly, including attending any of the formal mandate information hui to engage in discussions, or raise any concerns in relation to claims matters. There is also a submissions process where anyone can write a submission whether it is in support, not in support or simply to seek clarification. Alternatively, the Negotiator and team is always open to meeting directly, and have met with over 50 individuals/hapuu/marae/claimant groups to date.
<b>What is the threshold (if any) of agreeance from remaining claimants in order to move forward/recognise a mandate?</b>	There are currently 94 remaining claims within the Waikato area. 76 of these claims currently sit within the Waikato-Tainui mandate strategy. On the 25 <sup>th</sup> May 2019, Te Whakakitenga o Waikato will vote on whether they believe there is a sufficient mandate to proceed to negotiate the outstanding and remaining claims. It is then up to the Minister to decide whether to recognise/ratify this mandate. There are several factors that the Minister will consider including the level of engagement, feedback from submissions and from the mandate hui, and the result of the TWOW vote. As we understand, unlike other mandating processes, there isn't a set threshold that needs to be met.

#### 4. Wellington Mandate Information Hui – Wharewaka Function Centre

Thursday 4<sup>th</sup> April 2019

<b>Are Kuia and Kaumaatua consulted with before submissions are put in?</b>	It will depend on who provides the submission, and whether they have chosen to seek the guidance, views and advice of their respective kaumatua before submitting on behalf of their hapuu, marae or whaanau. The submissions process is open to anyone, and how they wish to write their submission is entirely up to the individual/group. In short, sometimes kaumaatua are not consulted with before a submission is developed and submitted, but it is important that the submissions process is independent. In saying this, we encourage submitters to seek the views of their kaumaatua beforehand.
<b>What are the pros and cons of putting in a submission?</b>	The submissions process is an opportunity for individuals, iwi, hapuu, marae, claimants, or any member of the public to input any whakaaro or raise any concerns or issues relating to the mandate strategy directly to Te Arawhiti, who then relays this information to the Minister in consideration of whether to confirm the mandate. It is therefore a direct avenue of communication to express any views that one might have.
<b>How can hapuu withdraw or include their claims from the mandate and what is the criteria?</b>	Hapuu have an option to withdraw their claims from the Waikato-Tainui mandate. This process (formally) is being developed and will be outlined in detail in the Deed of Mandate. Waikato-Tainui will attempt to resolve and address all issues and concerns raised by hapuu prior to any withdrawal, however, there will be an option/process to withdrawal claims at a hapuu level, and there are a number of hapuu who have already expressed their desire to sit outside of the mandate.

	In terms of inclusion, hapuu can decide to include their claims also. The specific clause will set out a process whereby a hapuu can withdraw or include claims. There will be a deadline for this, so that the development of redress is not hindered, or stalled.
<b>How will internal hapuu disputes be resolved?</b>	Waikato-Tainui seek to resolve internal hapuu/marae disputes in accordance with our own tikanga process, and seek to maintain relationships in such a process that is mana enhancing for all.

## 5. Whaingaroa Mandate Information Hui – Raglan Town Hall

*Sunday 14<sup>th</sup> April 2019*

<b>How can the narrative of Whaingaroa hapuu be retained?</b>	Waikato-Tainui support each hapuu and the retention of their unique narrative. This settlement will be unique, and will promote kaupapa like these on the ground. It is not for Waikato-Tainui to subsume the narratives of hapuu, but to support them in their efforts to maintain and keep these alive.
<b>The collective aspires to negotiate their own claims. How can Waikato-Tainui support us to do this, without impinging on our rights to address our grievances directly with the Crown?</b>	The claims of the Whaingaroa Collective are currently excluded, and Waikato-Tainui are happy to support Whaingaroa in whatever pathway they choose to pursue. If, however the claims of the Whaingaroa Collective were included in the mandate, it will be through equal representation on the Negotiations Team that claims will be addressed, and grievances will be raised with the Crown.
<b>How can trust be re-gained between Waikato-Tainui and the Whaingaroa collective hapuu?  (Past Treaty settlements have only diverted resources and control to a central iwi entity)</b>	Waikato-Tainui seek to understand the settlement aspirations of the hapuu along the West Coast, and would ideally like to work together to craft this settlement, the redress that will be sought, and how it will be dealt with post-settlement. Unlike other settlements, we hope that this settlement is more of a devolved model, with on the ground solutions and outputs, that are hapuu and marae led.
<b>How does the Negotiations Framework fairly represent the harbours hapuu when the Negotiator is sitting at the top?</b>	The Framework at present is only a draft proposal and these hui are an opportunity to engage and consider feedback such as this, that we can take on board. The team will consider this feedback in finalising the Negotiations Framework.
<b>Why is TWOW approval necessary for the Negotiations Framework?</b>	As stated above, the framework at present is only in draft form. Feedback like this will assist the team to develop and finalise it. The team will consider this feedback.
<b>Would TWOW consider supporting a parallel mandate system?</b>	The Negotiator and team are always open for discussion on any claims matters, and how we might be able to work together, or support.
<b>How can marae on the West Coast who are not currently sitting in TWOW be represented for settlement purposes?</b>	Waikato-Tainui reiterate that all marae within our rohe can whakapapa to one of the 33 hapuu of Waikato-Tainui, and one of the affiliate 68 marae. However there is a process, for marae to apply to be added to TWOW. Another option in a negotiations context is coming on board as an Oati Partner. Again, anything further can be discussed directly with the Negotiator and team.

<p><b>When will thought be put into the development of a post-settlement entity? and</b></p> <p><b>Will there be opportunities to develop entities that support the realisation of the harbours hapuu aspirations?</b></p>	<p>Again, these will be key tasks of the Negotiations Team (with support from the claims team) once this is established, and in the next phase of the process i.e. once (and if) the mandate is recognised by the Minister.</p>
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## 6. Hopuhopu Mandate Information Hui – Te Whakakitenga o Waikato Chambers

*Wednesday 17<sup>th</sup> April 2019*

<p><b>How can individual claims issues be realised and addressed in this process?</b></p>	<p>The team have looked at the detail of each claim in the mandate strategy, and claims issues are vast and cover many different kaupapa. The focus in the next stage of the process is translating this into redress for a settlement. Some claims issues however, may be able to be addressed and provided for before a settlement and outside of a claims space. Again, we welcome direct engagement on any issues.</p>
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## 7. Aotea Mandate Information Hui – Okapu Marae

*Saturday 27<sup>th</sup> April 2019*

<p><b>Why are hapuu unable to settle their own claims independently, as previously done by Ngaati Kororki-Kahukura and Ngaati Hauaa?</b></p>	<p>Previously in 2012 when these hapuu settled the Crown was open to working with smaller hapuu to achieve independent settlements. This is longer the case, and the Crown now has an LNG policy. Although Waikato-Tainui are operating under this policy to achieve a mandate, we will be working to develop a more devolved settlement model so that, like other hapuu, outputs and redress will be visible on the ground.</p>
<p><b>How should we deal with an individual who purports to act on behalf of our marae and hapuu, but does not have a mandate to do so?</b></p>	<p>It is important that both the Crown and Waikato-Tainui are informed of these sorts of issues. This will assist in properly understanding who holds a mandate to speak on behalf of a hapuu or marae, and the necessary dynamics.</p>

## 8. Kaawhia Mandate Information Hui – Maketu Marae

*Sunday 28<sup>th</sup> April 2019*

<p><b>How can we find practical ways to craft a future that promotes the best interests of Ngaati Hikairo, and as Tainui, as a whole?</b></p>	<p>In the first instance, and as has been expressed to other groups, it would be beneficial to discuss these matters directly. In the current proposed model as it stands, the Negotiations Team will be the platform for Waikato-Tainui and hapuu such as Hikairo to work together every step of the way to develop ways to craft the settlement to ensure that the best interests of Hikairo and Tainui are met. This will be the forum where settlement aspirations are discussed and fleshed out, negotiations strategies are set, and the details of any post settlement arrangements are worked through. Again, the team is open to any feedback on this model, and appreciate the input of our hapuu, marae and whaanau.</p>
<p><b>What are we going to do if we achieve settlement (together)?</b></p>	

<b>How do we shape a settlement to both manage and protect the moana, as well as uphold our responsibility to develop it into the future?</b>	Again, the above question applies. It is too early in the piece to provide detail on this, but a framework for participation is being developed to ensure that these conversations will be undertaken.
<b>How could the negotiations and settlement of Kaawhia pan out/be managed given the Maniapoto overlapping claims?</b>	It is important that all those with interests in Kawhia work together to find a collective solution. We will keep the communication channels open between ourselves and Maniapoto in the hope that we can find a solution that works for everyone.

### 9. Otautahi/Christchurch Mandate Information Hui – Te Runanga o Ngai Tahu Offices

Sunday 5<sup>th</sup> May 2019

<b>How will the perspectives and views of Harbours' hapuu be considered in post-settlement discussions?</b>	Waikato-Tainui propose to co-design settlement outcomes with the harbour representatives through the Negotiations Team framework. The focus for this settlement will be developing a devolved model where redress options are directed towards local issues.
<b>Will Te Whakakitenga o Waikato have to approve the Harbour Representatives for the Negotiations Team Framework, or just the Negotiations Framework?</b>	An abundance of feedback has been received in relation to the proposed Negotiations Team Framework. Taking on board the feedback, it is now proposed that TWOW does not approve any individuals who are chosen but may have a role in approving the final framework once it is developed.

### 10. Otepoti/Dunedin Mandate Information Hui – Distinction Hotel

Monday 2<sup>nd</sup> May 2019

<b>How will Harbours people be represented pre and post settlement?</b>	Waikato-Tainui will work with harbours' representatives on the Negotiations Team to co-design post-settlement outcomes focused on a devolved model rather than a centralised model. Another avenue is via our Oati Partnerships where the team work closely with a number of our hapuu to co-design a lot of the key documentation and concepts, and work in partnership in this process.
<b>What is an Oati Partnership and how does it work?</b>	An Oati Partnership is a formal commitment to work together collaboratively and co-design settlement outcomes for the West Coast Harbours mandate. Waikato-Tainui currently have Oati Partnerships with Ngaati Te Wehi (Aotea harbour hapuu) and Ngaati Mahuta (Kaawhia harbour hapuu).

### 11. Hopuhopu Hui -aa-Iwi – Te Whakakitenga o Waikato Chambers

Saturday 4<sup>th</sup> April 2019

<b>How will the Manukau harbour/Taamaki issues be dealt with in this settlement?</b>	At this stage, the Manukau Harbour will be discussed separately to the West Coast Harbours. In terms of Taamaki, and like other matters such as the development of redress, we are unsure how this will be dealt with at this stage, but this will be worked through as a next step in the process.
<b>What are the implications for hapuu who oppose the mandate?</b>	The majority of groups that oppose the mandate/who have expressed that they oppose the mandate are already excluded. There is an option for them to include their claims, should they decide later on that would like to join.

**Appendix H – Copy of supporting documentation for public notification of March – May 2019 mandate information engagement hui**

# Appendix H: Copy of supporting documentation for public notification of March – May 2019 mandate information engagement hui

## Newspaper advertisement, 2 February 2019



### Notification of draft Mandate Strategy for Waikato-Tainui Remaining Claims Treaty Settlement Negotiations

The Office for Māori Crown Relations – Te Arawhiti (formerly The Office of Treaty Settlements) invites submissions, views or inquiries on the mandate strategy submitted by the Negotiator for Te Whakakitenga o Waikato. Submissions must be sent to the Negotiation and Settlement Manager, Te Waenga, Treaty Settlements Rōpū, The Office for Māori Crown Relations – Te Arawhiti, SX 10111, WELLINGTON 6140; or to [submissions@tearawhiti.govt.nz](mailto:submissions@tearawhiti.govt.nz) and be received by **22 February 2019**. All correspondence will be subject to the Official Information Act 1982 and shared with the Te Whakakitenga o Waikato Negotiator. For further information, including a copy of the mandate strategy, please visit [www.tearawhiti.govt.nz/treaty-settlements-ropu/](http://www.tearawhiti.govt.nz/treaty-settlements-ropu/), [www.tpk.govt.nz](http://www.tpk.govt.nz) or [www.waikatotainui.com](http://www.waikatotainui.com).

The mandate strategy sets out the process to date by which the Negotiator has sought to obtain the mandate of Waikato-Tainui and the proposed final steps in the mandate process. This includes publicly-notified mandate information hui to take place in **Auckland, Wellington, Whangaroa, Hopuhopu, Aotea, Kaawhia, Christchurch and Dunedin**. Te Whakakitenga o Waikato will vote to confirm the mandate on **25 May 2019**. Te Puni Kōkiri officials will observe these hui. The mandate the Negotiator seeks is only to negotiate a settlement of the Waikato-Tainui remaining claims. Any proposed settlement will need the approval of Waikato-Tainui, including Te Whakakitenga o Waikato, through ratification before it can be signed.

#### Claimant definition

For the purposes of the mandate strategy, Waikato-Tainui is defined as the collective group comprised of individuals who are descended from a Waikato-Tainui tupuna and the following 33 hapuu: Ngaī Tai, Ngaati Aamaru, Ngaati Wairere, Ngaati Hikairo, Ngaati Raukawa ki Panehakua, Ngaati Tamaoho, Ngaati Naho, Ngaati Makirangi, Ngaati Puhirawe, Ngaati Tahinga, Ngaati Koheriki, Ngaati Hine, Ngaati Koroki, Ngaati Mahuta (North and South), Tainui-aa-whiro, Ngaati Te Ata, Ngaati Taratikitiki, Ngaati Ruru, Ngaati Te Wehi, Ngaati Apakura, Te Aakital, Ngaati Pou, Ngaati Werokoko, Ngaati Whaawhaakia, Ngaati Hauaa, Ngaati Paretauaa, Ngaati Maahanga, Ngaati Paretekawa, Ngaati Kulaarangi, Ngaati Tiipaa, Ngaati Tamainupo, Ngaati Ngutu and Ngaati Tai.

The following hapuu/groups are yet to make a decision on whether to have their claims included in the proposed mandate at this stage:

- Ngaati Hikairo (including Wai 1112, 1113, 1437, 2208, 2351, 2352 and 2353);
- Ngaati Apakura (including Wai 1469 and 2291);
- Ngaati Tahinga (including Wai 537 and 1106); and
- Ngaati Wairere (including Wai 2067).

The following hapuu have advised the Negotiator they do not wish their claims to be included in the proposed mandate at this stage:

- Tainui-aa-whiro (including Wai 125); and
- Ngaati Maahanga (including Wai 1327), which include the claims of Ngaati Whakamarurangi (including Wai 2273).

#### Marae

Marae affiliated to Waikato-Tainui are: Tahunakaitoto, Whaataapaka, Umupua, Ngaa-Tai-e-Rua, Mangatangi, Te Puea, Ngaa-Hau-e-Whaa, Rereteewhioi, Makaurau, Puukaki, Tauranganui, Horahora, Maurea, Kaitumutumu, Waititi, Te Awamaaraahi, Walkare, Ooraeroa, Tikirahti, Waaht, Walkeri-Tangirau, Raungaiti – Waharua, Kal-a-te-Mata, Te Aakau, Tuurangawaewae, Tauhei, Taupiri, Te Kauri, Rukumoana, Hukanui, Te Kaharua (Aramiro), Waipapa, Waimakariri, Te Papatapu, Mootakotako – Tainui, Omaero, Waingarua – Tainui-aa-whiro, Mookai Kainga, Puurekireki, Maketuu, Te Tihi-o-Moerangi – Makomako, Raakaunui, Ngaa-Tira, Hiona, Te Kooraha, Mangatoatoa, Kahotea, Aaruka, Aotearoa, Taniwha (Tangoao), Poochara, Owairaka – Rawhitiroa, Te Papaorotu, Paaraawera – Te Taumata, Te Kotahitanga, Te Poho-o-Tanikena, Hoe-o-Tainui, Maungatautari, Te Ohaaki, Te Koopua, Ookarea, Pukerewa, Waikaretuu-Weraroa, Poihaakena, Ookapu, Te Ihi-a-Hauaa (Tauwhare), Te Tokanganui-a-Noho and Matahuru.

#### Area of Interest

The area of interest for the proposed remaining claims mandate extends from Auckland in the north, to the Rangitoto and Hurakia ranges in the east, to the south of Kaawhia in the south.

#### Wai claims

The claims to be negotiated are all remaining claims, insofar as they relate to Waikato-Tainui, arising from or relating to acts or omissions of the Crown before 21 September 1992, whether registered or unregistered. Including, but not limited to: Wai 2; 8; 29; 30; 185; 330; 340; 426; 441; 530; 614; 617; 677; 746; 775; 827; 908; 1409; 1410; 1435; 1438; 1439; 1448; 1495; 1499; 1501; 1502; 1534; 1587; 1588; 1589; 1590; 1591; 1592; 1596; 1603; 1611; 1763; 1766; 1767; 1772; 1777; 1802; 1804; 1826; 1897; 1899; 1900; 1908; 1967; 1974; 1992; 1995; 1996; 2035; 2039; 2081; 2086; 2087; 2102; 2103; 2117; 2118; 2121; 2125; 2126; 2135; 2137; 2169; 2183; 2308; 2322; 2330; 2331; 2345; 2346; 2354; 2492; and 2495.