
TERMS OF NEGOTIATION
BETWEEN THE CROWN AND THE TŪWHARETOA HAPŪ FORUM

December 2012

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Parties to Terms of Negotiation

1. The Parties to this document, known as the Terms of Negotiation, are the Crown (as defined in clause 8) and the Tūwharetoa Hapū Forum (“**the Hapū Forum**”) on behalf of Ngāti Tūwharetoa (defined in clause 6).

Purpose of Terms of Negotiation

2. These Terms of Negotiation:
 - a) set out the scope, objectives, and general procedures for the negotiations the Parties will conduct in order to settle the Ngāti Tūwharetoa Historical Claims (as defined in clause 7);
 - b) record the intention of the Parties to negotiate a settlement of the historical claims of Ngāti Tūwharetoa that makes provision for their relationship with their taonga, including their lakes and rivers and geothermal resources, having regard to the Ngāti Tūwharetoa matters set out in Appendix 3;
 - c) record the intentions of the Parties regarding the negotiation process, including the intention to negotiate in good faith, confidentially and without prejudice; and
 - d) are not legally binding and do not create a legal relationship. However, the Parties acknowledge that during negotiations each expects the other to comply with the terms set out in this document.

Related Settlements

3. The Crown and Ngāti Tūwharetoa have been engaged in a number of related negotiation processes to date, both within and outside the Treaty settlement process:
 - a) Waikato River Deed of Settlement (2010) – The Tūwharetoa Māori Trust Board and the Crown signed a deed that recognises the interests of Ngāti Tūwharetoa in the Waikato River and its catchment. The settlement also provides for the participation of Ngāti Tūwharetoa in co-governance arrangements in respect of the Waikato River.
 - b) CNI Forests Iwi Collective Deed of Settlement (2008) - Ngāti Tūwharetoa is one of the eight CNI Collective iwi who signed a deed with the Crown that provided a commercial and financial redress package that settled the historical claims relating to the licensed Crown forest land included in that settlement.
 - c) Lake Taupō Deed of Settlement (2007) - In 1992 the Minister of Conservation and the Tūwharetoa Māori Trust Board (“**the Board**”) signed a deed that revested ownership of the beds of Lake Taupō and its tributaries in the Board. Another deed was signed in 2007 between the Crown and the Board to clarify issues arising from the 1992 deed. The

2007 deed recognised Lake Taupō as a taonga of Ngāti Tūwharetoa and allowed for Lake Taupō to be held in trust by the Board for the Board's beneficiaries, members of Ngāti Tūwharetoa hapū who adjoin the Waikato River, and the use and benefit of all the people of New Zealand.

- d) Ngāti Tūrangitukua Deed of Settlement (1998) - The Crown signed a deed with the Ngāti Tūrangitukua hapū of Ngāti Tūwharetoa which settled the claims of Ngāti Tūrangitukua arising from the development and construction of the Turangi township (in the central North Island in the 1960s). The settlement is full and final in relation to those claims, subject to the Ngāti Tūrangitukua Claims Settlement Act 1999, but excludes claims relating to land and other resources outside of the Turangi Township.
4. The Parties acknowledge that under clause 2.13.2 of the CNI Forests Iwi Collective Deed of Settlement, the Ngāti Tūwharetoa share of the Financial Redress (as the term is defined in the CNI Settlement Deed) will be 'on account' for financial redress that may be provided in these negotiations.

Objectives of the Negotiations

5. The Parties agree that the objectives of the negotiations will be to:
- a) negotiate in good faith a comprehensive, final and durable settlement of all the Ngāti Tūwharetoa Historical Claims (as defined in clause 7) that is fair in the circumstances;
 - b) negotiate in good faith a settlement that recognises the relationship of Ngāti Tūwharetoa with their taonga, including their lakes and rivers and geothermal resources;
 - c) achieve a settlement that will not diminish or in any way affect any rights that Ngāti Tūwharetoa have arising from te Tiriti o Waitangi/the Treaty of Waitangi and its principles, or extinguish any aboriginal or customary rights that Ngāti Tūwharetoa may have except to the extent that claims arising from these rights have been settled;
 - d) achieve a settlement that recognises the nature and extent of the breaches of the Crown's obligations to Ngāti Tūwharetoa under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - e) provide a platform that will assist Ngāti Tūwharetoa to develop their economic base. In addition, the Crown acknowledges that Ngāti Tūwharetoa view the settlement as a means of enhancing their social, cultural and political development;
 - f) achieve a settlement that will enhance the ongoing relationship between the Crown and Ngāti Tūwharetoa (both in terms of te Tiriti o Waitangi/the Treaty of Waitangi and otherwise); and
 - g) achieve a settlement that will restore the honour of the Crown.

Definition of Ngāti Tūwharetoa and Ngāti Tūwharetoa Historical Claims

6. In these Terms of Negotiation, Ngāti Tūwharetoa means:
- a) the collective group composed of individuals who descend from one or more of the settling group's ancestors; and
 - b) every whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 6 a), including the following groups:

Ngāti Haa, Ngāti Hikairo, Ngāti Hine, Ngāti Hinemihi, Ngāti Hinerau, Ngāti Hineure, Ngāti Kurauia, Ngāti Manunui, Ngāti Moekino, Ngāti Parekawa, Ngāti Rauhoto, Ngāti Rongomai, Ngāti Ruingarangi, Ngāti Tarakaiahi, Ngāti Te Kohera, Ngāti Te Maunga, Ngāti Te Rangiita, Ngāti Te Urunga, Ngāti Tūrangitukua, Ngāti Turumakina, Ngāti Tutemohuta, Ngāti Tutetawha, Ngāti Waewae, Ngāti Wairangi and Te Kapa o Te Rangiita.
 - c) every individual referred to in clause 6 a)
 - d) The detail of the definition of Ngāti Tūwharetoa may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the Parties.
7. Ngāti Tūwharetoa Historical Claims means all claims made at any time (whether or not the claims have been researched, registered, considered or notified) by any Ngāti Tūwharetoa claimant or any person or group representing Ngāti Tūwharetoa that:
- a) are founded on rights arising from te Tiriti o Waitangi/the Treaty of Waitangi or its principles, legislation, common law (including customary law and aboriginal title), fiduciary duty, or otherwise; and
 - b) arise from or relate to acts or omissions before 21 September 1992:
 - i. by or on behalf of the Crown; or
 - ii. by or under legislation; and
 - c) includes every claim to the Waitangi Tribunal to which clause 7 applies, including the following claims insofar as they relate to Ngāti Tūwharetoa:

Wai claims 18, 21, 37, 43, 61, 80, 92, 114, 170, 178, 216, 226, 269, 358, 376, 398, 416, 445, 461, 480, 490, 500, 502, 570, 575, 592, 604, 628, 629, 641, 665, 669, 670, 711, 781, 782, 786, 791, 797, 801, 802, 823, 832, 833, 838, 841, 933, 965, 998, 1006, 1027, 1044, 1059, 1077, 1193, 1195, 1196, 1206, 1207, 1260, 1262, 1264, 1447, 1451, 1452, 1472, 1602, 1605, 1836, 2095, 2098, 2142, 2287 and 2291.

The Crown

8. The Crown:
- a) means Her Majesty the Queen in right of New Zealand; and
 - b) includes all Ministers of the Crown and all government departments; but
 - c) does not include:
 - i. an Office of Parliament; or
 - ii. a Crown entity; or
 - iii. a State Enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.
9. The Crown acknowledges that, in light of the Objectives of the negotiations identified in clause 5, the negotiations will be led by the Minister for Treaty of Waitangi Negotiations, but will also require the involvement of the Deputy Prime Minister and Minister of Finance, Minister for the Environment and Minister of Conservation, and the participation of their respective departments.

Mandate to Negotiate

10. Attached as Appendix 1 is the Hapū Forum Deed of Mandate, which confirms that the Hapū Forum have the mandate to represent Ngāti Tūwharetoa in negotiations with the Crown for the settlement of Ngāti Tūwharetoa Historical Claims.
11. Attached as Appendix 2 is a letter of the Crown's recognition of the mandate, which recognises the mandate of the Hapū Forum to represent Ngāti Tūwharetoa in settlement negotiations with the Crown.

Mandate Maintenance

12. The Hapū Forum agrees to provide the Office of Treaty Settlements with reports on the state of the mandate every three months, and the Crown agrees to advise the Hapū Forum of any objections to the Hapū Forum's mandate.
13. If representation issues arise during negotiations that cannot be resolved by agreement within Ngāti Tūwharetoa, the Parties will discuss how to proceed with the Crown assisting as it considers appropriate.

Subjects for Negotiation

14. The Parties will together agree upon subject matters to be negotiated.
15. Ngāti Tūwharetoa have identified thematic workstreams that identify the Hapū Forum's priorities for the negotiations (Appendix 3).

16. In relation to the Historical Claims, the list of subject matters to be discussed will include the following categories of redress:

- Crown Acknowledgements and Apology;
- Cultural redress; and
- Financial and Commercial redress.

Scope of Negotiations

17. The Parties agree that the general scope of negotiations will include, but not necessarily be limited to:

a) Agreement in Principle

Outlines the scope and nature in principle for settlement of Ngāti Tūwharetoa Historical Claims, which will be recorded in the Deed of Settlement.

b) Initialled Deed of Settlement

The Parties will initial a Deed of Settlement, which will set out the terms and conditions of settlement of Ngāti Tūwharetoa Historical Claims.

c) Ratification

The initialled Deed of Settlement and an approved post settlement governance entity structure will be presented to Ngāti Tūwharetoa for ratification.

d) Deed of Settlement signed if ratified

If Ngāti Tūwharetoa ratifies the Deed of Settlement and the post settlement governance entity (in a manner to be determined), the Deed of Settlement will be signed on behalf of Ngāti Tūwharetoa, and by a representative of the Crown.

e) Governance Entity and Settlement legislation

The settlement of Ngāti Tūwharetoa Historical Claims is effective once the post settlement governance entity is in place to hold the settlement assets and the required settlement legislation receives the Royal Assent.

What the Settlement of Ngāti Tūwharetoa Historical Claims will enable

18. The Parties agree that the settlement of Ngāti Tūwharetoa Historical Claims will enable:
- a) final settlement of all Ngāti Tūwharetoa Historical Claims, and the release and discharge of all of the Crown's obligations and liabilities in respect of them;
 - b) the discontinuance of the Office of Treaty Settlements landbank arrangements for the protection of potential settlement properties for the benefit of Ngāti Tūwharetoa;
 - c) the removal of any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 and for statutory protection for claims against the Crown to be removed;
 - d) the removal of the jurisdiction of the courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of Ngāti Tūwharetoa Historical Claims, the Deed of Settlement, the redress provided or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms in any Deed of Settlement or any settlement legislation); and
 - e) discontinuance of legal proceedings in relation to any Ngāti Tūwharetoa Historical Claims.

Communication

19. The Parties will each ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the Ngāti Tūwharetoa claimant community informed, but also the need for confidentiality regarding third parties.
20. The Parties will together develop a joint strategy to communicate with external parties, who may be affected by the proposed redress.

Overlapping Claims

21. The Parties agree that overlapping claim issues over redress assets will need to be addressed to the satisfaction of the Crown before a Deed of Settlement can be concluded. The Parties also agree that certain items of redress provided to Ngāti Tūwharetoa as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.

22. The Parties note that in areas where there are overlapping claims, the Crown will encourage Ngāti Tūwharetoa to discuss their interests with neighbouring groups at an early stage in the negotiation process and establish a process by which they can reach agreement on how such interests can be managed.
23. The Parties will at an early stage in the negotiation process discuss the nature and extent of the interests of overlapping claimant groups in Ngāti Tūwharetoa's area of interest. The Parties will then consider what further action on the part of the Hapū Forum is necessary to address overlapping claim issues. The Hapū Forum will consult overlapping claimant groups at an early stage to assist in resolving overlapping claims issues. The Crown will assist the Hapū Forum as it considers appropriate. The Crown will carry out its own consultation with overlapping claimant groups.

Conditions of Settlement

24. The Parties acknowledge that this document does not bind the Parties to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until embodied in a Deed of Settlement and settlement legislation comes into force.

Governance Structure for Settlement Assets

25. The Parties agree that before settlement legislation can be introduced, an appropriate post settlement governance entity to receive the settlement redress will need to be in place that:
 - a) has been ratified by Ngāti Tūwharetoa (in a manner to be agreed by the Parties);
 - b) is in a form that the Parties agree adequately represents Ngāti Tūwharetoa;
 - c) has transparent decision-making and dispute resolution processes; and
 - d) is fully accountable to, and acts for the benefit of Ngāti Tūwharetoa.

Claimant Funding

26. The Parties note that the Crown will make a contribution to the negotiation costs of Ngāti Tūwharetoa. This contribution will be paid in instalments for the achievement of specified milestones in the negotiation process.
27. The Hapū Forum will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. The Hapū Forum will provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, identifying that the funding has been spent on the negotiations. Invoices will be available for each instalment of funding received from the Crown.

Waive Other Avenues of Redress

28. Subject to clause 29, the Parties agree that during these negotiations neither the Hapū Forum nor the Crown will pursue or initiate, before any court or tribunal, any proceedings for redress covering all or part of the same subject matter as these negotiations.
29. The Parties note that the Waitangi Tribunal is conducting the Taihape, the Porirua ki Manawatū and the Te Rohe Pōtae district inquiries and completing its report in the Tongariro National Park and Whanganui inquiries. The Parties agree that nothing in these terms:
- a) will require Ngāti Tūwharetoa to withdraw as a party to these district inquiries; and
 - b) will prevent Ngāti Tūwharetoa from continuing to participate in these district inquiries, in recognition of the fact that it is important to Ngāti Tūwharetoa and for the sake of the historical record that the Tribunal is able to inquire into and report upon all of Ngāti Tūwharetoa's claims.
30. The Parties agree that, before the Forum participates in the inquiry processes noted in clause 29, the Parties will discuss the nature and extent of any proposed steps or participation in these inquiries.

Procedural Matters

31. The Parties agree that:
- a) negotiations will be on a "without prejudice" basis and will be conducted in good faith and in a spirit of co-operation;
 - b) negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when consultation with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;
 - c) they may agree to extend their confidential negotiations to include other interested groups:
 - i the extended negotiations can apply to some or all of the issues in the negotiation;
 - ii other interested groups included in the extended negotiations will be expected to agree to the same obligations of confidence to join the negotiations;
 - iii for example, the Crown and the Forum may agree to include one or more neighbouring groups in negotiations to jointly address common redress sought by the groups and the overlapping interests of the neighbouring groups;

- d) media statements concerning the negotiations will only be made when mutually agreed by the Parties;
- e) the Hapū Forum will report regularly to the Crown on the steps taken to consult with and inform Ngāti Tūwharetoa claimants of the progress of the negotiations; and
- f) the location of meetings will be suitable and convenient to the Parties.

Amendments

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

SIGNED THIS 14th DAY OF January 2013

For and on behalf of the Crown:



Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations


For and on behalf of Ngāti Tūwharetoa:



Sir Tumu Te Heuheu :
Chairman, Tūwharetoa Hapū Forum



Colin Rangī:
Co-Deputy Chair,
Tūwharetoa Hapū Forum



James (Heemi) Biddle
Co-Deputy Chair,
Tūwharetoa Hapū Forum

Appendix 1: Deed of Mandate

DEED RECONFIRMING MANDATE TO NEGOTIATE THE COMPREHENSIVE TREATY OF
WAITANGI HISTORICAL CLAIMS OF NGĀTI TŪWHARETOA

*E Tūwharetoa e!
Kia ata whakatere i te waka nei
Kei pariparia e te tai ka monenehu te kura.
Ka whakamarotia atu ano,
Ka whakahokia mai ki Te Kapua Whakapipi.
Ka mate kainga tahi, ka ora kainga rua!*

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THIS DEED is made on the day of 2011

BETWEEN COLIN RANGI and HEEMI BIDDLE, as co-deputy chairs and authorised signatories of the Ngāti Tūwharetoa Hapū Forum Trust.

PREAMBLE

Original Deed of Mandate

- A. In 2003 Ngāti Tūwharetoa participated in extensive and comprehensive hui to prepare for the negotiation and settlement of their comprehensive historical Treaty of Waitangi claims. Through those hui, the Ngāti Tūwharetoa Hapū Forum ("**Hapū Forum**") was established and mandated to enter into direct negotiations with the Crown to settle the comprehensive historical Treaty of Waitangi claims of the people of the Hapū and Iwi of Ngāti Tūwharetoa.
- B. The original Deed of Mandate dated 23 October 2003 records the mandate given by Ngā Hapū o Ngāti Tūwharetoa ("**Hapū**") to the Hapū Forum (refer **Attachment One**). Twenty one hapū signed and endorsed the Deed of Mandate.
- C. Negotiators were appointed and a draft Terms of Negotiation were finalised with the Crown.

Waitangi Tribunal

- D. However, in the period leading up to the signing of the Terms of Negotiation, the Waitangi Tribunal had begun preparation to hear the claims of iwi and Hapū in the central North Island (CNI). It became apparent that the Waitangi Tribunal would continue to hear claims affecting Ngāti Tūwharetoa interests (for example, overlapping claims and claims by individuals purporting to represent the people and Hapū of Ngāti Tūwharetoa). To protect the interests of Ngāti Tūwharetoa, the people of Ngāti Tūwharetoa elected to continue to support the hearing of their claims, including the comprehensive claim Wai 575 brought on their behalf by te Ariki Sir Tumu Te Heuheu.¹
- E. Crown policy does not allow iwi in direct negotiations to also continue to pursue their claims in the Waitangi Tribunal. As a result, direct negotiations were temporarily adjourned pending the outcome of the Tribunal process. The

Tūwharetoa Hapū Forum continued operating while the hearings process were in train, but was limited in its activity. Tribunal hearings were held through 2004 and 2005 (the Tribunal's report was not released until 2008).

Interim Forestry Settlement

- F. On 15 September 2007 (Pūkawa Marae) and 25 September 2007 (Taupo), te Ariki Sir Tumu Te Heuheu called a series of hui a-iwi, asking the iwi with claims to Crown Forest Licensed (CFL) lands in the CNI to agree to work together on a settlement of their claims to CFL lands. The eight iwi (including Ngāti Tūwharetoa) agreed to do so and ultimately signed a Deed of Settlement for the partial, on-account settlement of their comprehensive claims (CNI Settlement).
- G. When Ngāti Tūwharetoa ratified the CNI Settlement, te Ariki Tumu Te Heuheu also asked that the hapū review their commitment to the Hapū Forum. As a result, the Hapū of Ngāti Tūwharetoa re-confirmed their support for the Hapū Forum and re-confirmed (or re-elected) their delegate.

He Maunga Rongo

- H. On 16 June 2008 the Waitangi Tribunal delivered its report *He Maunga Rongo: Report on Central North Island Claims*.

The Re-Confirmed Hapū Forum

- I. At a hui at Waitetoko Marae on 30 March 2009, the re-confirmed Hapū delegates and alternates were formally received by the Hapū Forum. Over the coming months, the Hapū Forum developed a Charter setting out its rules and code of conduct, formalised its Trust deed, appointed a negotiation team and engaged a negotiation manager and secretariat. (Refer **Attachment Two** for the Deed of Trust, which sets out the Forum's decision making processes, roles, responsibilities and accountabilities).
- J. The purpose of this Deed Reconfirming Mandate is to record the mandate of the Ngāti Tūwharetoa Hapū Forum Trust as the body to represent nga hapū o Ngāti Tūwharetoa in negotiations of historical Treaty claims with the Crown, and the terms on which the mandate is given. It replaces the existing Deed of Mandate.
- K. The Delegates have therefore authorised the execution of this Deed Reconfirming Mandate.

¹ The claim was originally filed by the late Sir Hepi Te Heuheu and the Tuwharetoa Maori Trust Board.

THIS DEED records:

1 Mandate

- 1.1 The Hapū Forum prepared and approved a strategy to re-confirm its mandate, which was approved by the Crown (refer **Attachment Three**).
- 1.2 In accordance with the strategy, a series of hui a-iwi were held nation-wide. Those re-confirmation hui were in Christchurch (20 March 2010), Wellington (21 March 2010), South Auckland (27 March 2010), Pūkawa Marae (28 March 2010), Pūkawa Marae (27 November 2010) and central Auckland (28 November). The purpose of each Hui was to provide an update on progress and then to put the following resolution:

Resolution: That the Ngāti Tūwharetoa Hapū Forum is re-confirmed as the mandated entity to enter into direct negotiations with the Crown for the comprehensive settlement of all Ngāti Tūwharetoa historical Treaty claims

- 1.3 All mandating hui were advertised in local and national newspapers at least 21 days prior to the hui (refer **Attachment Four**). In addition, the hui were publicised on iwi radio, by email, and on the Hapū Forum's Facebook page. The Hapū Forum also acknowledges the support of the Tūwharetoa Maori Trust Board, which provided funding support to carry out the mandate reconfirmation process and assisted to host and publicise the Christchurch and Pūkawa hui. We also acknowledge the support of Nga Uri o Mawake Taupo (the Ngāti Tūwharetoa taura here), who assisted to host and publicise the central Auckland hui.
- 1.4 Attendees at the hui were entitled to vote on the resolution if they were personally in attendance at the hui, a member of Ngāti Tūwharetoa and aged over 18 years. Each person could attend at any hui but could only vote at one hui. No proxies or postal votes were permitted to be taken.
- 1.5 The hui were chaired by te ariki Sir Tumu te Heuheu, and facilitated by the deputy chairs of the Hapū Forum. Minutes were taken and attendees asked to sign an attendance register (refer **Attachment Five** for a copy of the minutes). Te Puni Kokiri provided an independent observer for each hui. A standardized presentation was given to attendees at each Hui (refer **Attachment Six**). A booklet was also provided that includes the key information from the presentation (refer **Attachment Seven**).
- 1.6 The presentation addressed: the purpose of the hui; a summary of Ngāti Tūwharetoa's historical claims; the purpose of the negotiations (a comprehensive settlement of all the outstanding historical claims of nga Hapū o Ngāti Tūwharetoa); an outline of the negotiation process, the background, structure and accountabilities of the Hapū Forum (including the delegates and the negotiation team); the mandate being sought and limitations to the mandate. Each hui provided the opportunity to ask questions and for discussion, and ended with the putting of the resolution (including the appointment of independent scrutineers and announcement of results).

- 1.7 At every hui, the resolution was passed with overwhelming support. Only three individuals nationwide voted against the resolution.
- 1.8 The Hapū Forum is the mandated body to represent Ngāti Tūwharetoa, and to enter into negotiations with the Crown for the comprehensive settlement of Ngāti Tūwharetoa historical Treaty claims based on the following:
- The existing Deed of Mandate recognized in 2004.
 - The reconfirmation hui a-iwi held nationally in 2010.
 - The continued participation and support of the Hapū.

2 Name of Representative Body

- 2.1 The representative body is the Ngāti Tūwharetoa Hapū Forum Trust (**Hapū Forum**).

3 Claimant Definition

- 3.1 The Claimant Group consists of the descendants of nga hapū o Ngāti Tūwharetoa, who hold mana whenua in the Taupō region and beyond. Descendants include those who descend by whakapapa, legal adoption or whāngai arrangement.
- 3.2 The Claimant Group recognise their whakapapa connections with Ngāti Tūwharetoa ki Kawerau and Ngāti Hineuru. However, both Ngāti Tūwharetoa ki Kawerau and Ngāti Hineuru are not included in the Claimant Group for the purposes of settling the remaining historical comprehensive claims.

Historical hapū

- 3.3 In 1885, Te Heuheu Tūkino IV Horonuku submitted the Taupō-nui-a-Tia application to the Native Land Court. He listed 141 hapū descended from Tūwharetoa, Tia and other important tupuna (refer Appendix One).
- 3.4 The Hapū represented by the Tūwharetoa Hapū Forum are:

Tūwharetoa Hapū
1. Ngāti Haa
2. Ngāti Hikairo
3. Ngāti Hine
4. Ngāti Hinemihi

5. Ngāti Hīnerau
6. Ngāti Hīneure
7. Ngāti Kurauia
8. Ngāti Manunui
9. Ngāti Moekino
10. Ngāti Parekawa
11. Ngāti Rauhoto
12. Ngāti Rongomai
13. Ngāti Ruīngarangi
14. Ngāti Tarakaiahi
15. Ngāti Te Kohera
16. Ngāti Te Maunga
17. Ngāti Te Rangiīta
18. Ngāti Te Urunga
19. Ngāti Tūrangiitukua
20. Ngāti Turumakina
21. Ngāti Tūtemohuta
22. Ngāti Tutetawha
23. Ngāti Waewae
24. Ngāti Wairangi
25. Te Kapa o Te Rangiīta

3.5 It is acknowledged that some hapū have dual whakapapa to other iwi: their claims are covered only in respect of the interests that arise due to their Ngāti Tūwharetoa whakapapa; their interests that arise through other iwi are not covered by the mandate.

- 3.6 The Hapū Forum considers the hapu listed at 3.4 to be a complete list of active hapu of Ngāti Tūwharetoa. However, if other hapū believe that they should be listed or want to join the Hapū Forum they may do so, if:
- a. They are recognized by the Hapū Forum as being a traditional and active hapū of Ngāti Tūwharetoa; and
 - b. A resolution to join the Hapū Forum is passed at a hui a-hapū that:
 - Has been properly advertised, including publishing a panui in an adequately distributed newspaper 21 days and 7 days prior to the hui. That panui must specify the purpose, date, time and venue of the hui.
 - Is voted on by members of the relevant hapū that are aged 18 or older, with a majority of valid votes cast being in support.
- 3.7 A register of iwi members will be established for the purposes of voting on resolutions at hui a-iwi and for any postal vote. The registers of the Lake Taupo Forest Trust, the Tūwharetoa Māori Trust Board and the Tūwharetoa Settlement Trust may be used for this purpose, subject to any privacy constraints.

4 Representation

- 4.1 Representation within the Forum is on the basis of one hapū representative appointed by each hapū (**Delegates**). Refer **Attachment Eight** for a list of the delegates as at the date of the signing of this Deed. It is acknowledged that those individuals hold office as delegates and may be replaced as delegates, in accordance with the Deed of Trust.
- 4.2 In addition, each hapū may also appoint an alternate, who is entitled to exercise the rights and responsibilities of the Delegate, in the absence of that Delegate from a meeting of the Forum.

5 Claim Area

Claim area

- 5.1 The maps showing the lands claimed by Horonuku are attached (refer **Attachment Nine**). Those lands include the Taupo region, and extensive areas within the Rotorua, Kaingaroa, National Park, Whanganui, Taihape and Manawatu districts.

Overlapping claims

- 5.2 It is acknowledged that these lands are not held exclusively by Ngāti Tūwharetoa, and may also include lands that other iwi claim overlapping interests in. The Hapu Forum has agreed to develop a strategy to discuss overlapping claims with neighbouring iwi.

- 5.3 We are committed to working with our neighbours as far as possible throughout the whole negotiations process. Those neighbours include Ngāi Tuhoe, Maniapoto, Ngāti Raukawa, Whanganui, Ngāti Rangi and others. Our neighbours also include iwi that have already settled their claims, such as Te Pumautanga o Te Arawa, Ngāti Manawa and Ngāti Whare.

6 Historical Claims for Negotiations

- 6.1 The basic matters to be the subject of negotiation include (but are not limited to):
- The undermining of tribal decision making;
 - The operation of the Native Land Court (including title investigation, survey and Court costs, individualization of title, fragmentation);
 - Land loss (public works takings, Crown and private purchases);
 - Natural resources (including Geothermal, minerals and water);
 - Nga Kahui Maunga; and
 - Loss of cultural taonga (tangible and intangible).
- 6.2 The historical claims include all the Ngāti Tūwharetoa historical claims within its rohe, including claims:
- formally registered with the Waitangi Tribunal; or
 - claims as yet unregistered; or
 - claims yet to be expressed.
- 6.3 The registered claims include:

Wai no. 18 Claimant H T Karaitiana & others Representing Tūwharetoa Concerning Lake Taupo (fisheries)	Wai no. 21 Claimant Tomairangi Fox and another Representing Tūwharetoa Te Atua Reretahi Trust Concerning Te Waiū o Tūwharetoa spring
Wai no. 37 Claimant Alec Philips Representing Ngāti Hikairo Concerning Okahukura block	Wai no. 43 Claimant Winifred Ngaroma McKenzie Representing Ngāti Tūwharetoa Concerning Nukuhau

Wai no. Claimant	61 Stephen Asher	Wai no. Claimant	80 Eruera Wikiriwhi and others
Representing	Rotoaira Forest Trust & others	Representing	Ngati Tarakaiahi
Concerning	Kaimanawa to Rotoaira lands	Concerning	Waihaha lands
Wai no. Claimant	92 Dulcie Matekotahi Parerohi Gardiner	Wai no. Claimant	114 H T Karaitiana & others
Representing	Ngati Hikairo and Ngāti Turangitukua	Representing	Tūwharetoa
Concerning	Effect of the Foreshore Reserves Scheme, hydro power development and local government	Concerning	Lake Taupo fisheries
Wai no. Claimant	170 Geoff Rameka	Wai no. Claimant	178 Stephen Asher
Representing	Ngāti Rauhoto & others	Representing	Lake Rotoaira Trust
Concerning	Wairakei lands	Concerning	Lake Rotoaira
Wai no. Claimant	216 (insofar as it relates to Ngāti Tūwharetoa) Nigel Baker	Wai no. Claimant	226 George T Asher
Representing	Tutemohuta, Kahutapere and Ngāti Hineuru	Representing	Rotoaira Forest Trust & Tūwharetoa Trust Board
		Concerning	Tūwharetoa geothermal
Wai no. Claimant	269 Sir Hepi Te Heuheu	Wai no. Claimant	358 Kim Te Tua
Representing	Lake Taupō Forest Trust	Representing	Ngāti Rauhotoatia & others
Concerning	Kaingaroa Forest	Concerning	Tatua & Tuhingamata West forestry lands
Wai no. Claimant	376 Roger Chase and another	Wai no. Claimant	398 Winifred McKenzie
Representing	Descendants of Ihakara Kahua of Tūwharetoa	Representing	Ngāti Rauhoto & others
Concerning	Paenoa Te Akau	Concerning	Tauhara Middle block
Wai no. Claimant	416 Harry Tanirau	Wai no. Claimant	445 John Hoani Wall
Representing	Te Ao Karere Trust	Representing	Hapū of Tūwharetoa
Concerning	Rangatira No.7 block	Concerning	Tauhara Middle block

Wai no. Claimant Representing Concerning	461 (insofar as it relates to Ngāti Tūwharetoa) Te Aonui Kapua (Deceased) & others Tuaropaki Trust Mokai geothermal resource	Wai no. Claimant Representing Concerning	480 Sir Hepi Te Heuheu Ngāti Tūwharetoa Conservation management strategy for Tongariro/Taupō conservancy
Wai no. Claimant Representing Concerning	490 Stephen Asher Kurauia hapū of Ngāti Tūwharetoa Tokaanu hot springs reserve	Wai no. Claimant Representing Concerning	500 Harvey Karaitiana Ngāti Tūwharetoa Hapū Tauhara Middle No.1 block
Wai no. Claimant Representing Concerning	502 Mahlon Nepia Ngāti Turangitukua Tongariro National Park	Wai no. Claimant Representing Concerning	570 Makere Rangitoheriri Te Rangīta ki Turangi Tauranga -Taupo No.1 & No.2B blocks
Wai no. Claimant Representing Concerning	575 Tumu Te Heuheu Tūwharetoa Maori Trust Board Ngāti Tūwharetoa lands & resources	Wai no. Claimant Representing Concerning	592 Peter Tukiterangi Clarke & another Mangakoura Whanau Trust Tauhara Middle 4A103, 4A104 & 4A1N
Wai no. Claimant Representing Concerning	604 Peter Tukiterangi Clarke & another Runanga 2C2B1 & 2C2B2	Wai no. Claimant Representing Concerning	628 (insofar as it relates to Ngāti Tūwharetoa) Makere Rangitoheriri Tahorakuri No.2 Trust Tahorakuri No.2 block
Wai no. Claimant Representing Concerning	629 Delia Kahu Subritzky and others Crown acquisition of lands for roadways and survey liens	Wai no. Claimant Representing Concerning	641 Heemi Biddle Ngāti Hine hapū Ngāti Hine lands & resources
Wai no. Claimant Representing Concerning	665 Pine Nicholls Ngāti Hinerau Inc. Soc. Tauhara Middle block	Wai no. Claimant Representing Concerning	669 James Turi Koko Ngāti Hineure Inc. Soc. Tauhara Middle

Wai no. Claimant	670 Bill Wineera	Wai no. Claimant	711 Peter Tukiterangi Clarke & others
Representing	Ngāti Te Urunga Inc. Soc.	Representing	Ngāti Tumohuta, Ngāti Hineure & Ngāti Tutetawha
Concerning	Tauhara Middle block	Concerning	Tauhara Middle No. 4 (Rotoakuri reserve)
Wai no. Claimant	781 Lennie Henare Johns & others	Wai no. Claimant	782 Nigel Baker
Representing	Ngāti Tutemohuta	Representing	Beneficiaries of Tauhara Middle Blocks
Concerning	Atiamuri, Rotokawa, Te Haroto, Southern Kaimanawa Range, Shores of Lake Taupō, Rangitaiki and Waikato Riverbeds and their tributaries to Kawerau. Numerous Geothermal sources, the Kaingaroa Forest and Rotoakui Reserve.	Concerning	Creation of foreshore reserves
Wai no. Claimant	786 Moananui Rameka & another	Wai no. Claimant	791 (insofar as it relates to Ngāti Tūwharetoa) Right Reverend Manuhua Bennett & others
Representing	Tauhara Hapu	Representing	Te Arawa Confederation, Ngāti Tahu/Ngāti Whaoa/Ngāti Manawa/Ngāti Whare/Ngāti Haka/Patuheuheu, Tūwharetoa, parts of Ngāti Raukawa, Ngāti Rangī
Concerning	Tauhara Hapu lands and resources	Concerning	Volcanic Interior Plateau
Wai no. Claimant	797 Makere Rangitoheriri & others	Wai no. Claimant	801 Emily Rameka
Representing	Ngāti Te Rangīita-ki-Oruanui	Representing	Descendants of Winiata Te Heuheu, Hoata Te Hata & Pikau Tairi
Concerning	Lands & geothermal resources at Wairakei, Oruanui, Ohaaki, Tauhara, Atiamuri & other areas	Concerning	Te Hatepe & Hinemaiaia rivers

Wai no. 802 Claimant Representing Concerning Hokowhituatu McKenzie Descendants of Miriama Aka Haare Police station lands	Wai no. 823 (insofar as it relates to Ngāti Tūwharetoa) Claimant Representing Concerning Edward Ere Carson Former owners of Karatia Part 3B2B2 Karatia 3B2B2 block
Wai no. 832 Claimant Representing Concerning Mataara Wall & another Tauhara Hapu Tauhara Middle block	Wai no. 833 (insofar as it relates to Ngāti Tūwharetoa) Claimant Representing Concerning Wiparaki Allen Pakau Ngāti Hikairo & Ngāti Tūwharetoa Te Moana Rotoaira & resources
Wai no. 832 Claimant Representing Concerning Mataara Wall and another Tauhara hapu Lands	Wai no. 833 (insofar as it relates to Ngāti Tūwharetoa) Claimant Representing Concerning Wiparaki Pakau Ngati Hikairo Okahukura, Tongariro, Ruapehu and Lake Rotoaira
Wai no. 838 Claimant Representing Concerning Whakapuamutanga Downs and others Ngati Te Rangīita Lands and resources	Wai no. 841 Claimant Representing Concerning Mack Clarke Descendants of Paora Hapimana Te Huriwaka Greater Taupo region
Wai no. 933 Claimant Representing Concerning Margaret Makariti Poinga & another Ngāti Hikairo Lake Rotoaira & Wairehu stream	Wai no. 965 Claimant Representing Concerning Leonard Hiraka Erickson Ngāti Pouroto of Ngāti Tūwharetoa Taurewa No.1 block
Wai no. 998 Claimant Representing Concerning John Manunui Ngāti Hikairo & Ngāti Manunui of Ngāti Tūwharetoa Crown negotiation re Whanganui river	Wai no. 1006 Claimant Representing Concerning Iramotu Akanehi Karaitiana & another Ngāti Kurapoto Land in Tauponuiatia rohe

Wai no. Claimant Representing	1027 Stacey Hakaraia Descendants of Petera Tamahiki	Wai no. Claimant Representing	1044 Heta Konui & another Descendants of Te Huri Hokopakeke & Ngāti Te Ika o Ngāti Hikairo ki Tūwharetoa
Concerning	Land on North side of Lake Taupō	Concerning	Ngāti Te Ika of Ngāti Hikairo ki Tūwharetoa lands & resources
Wai no. Claimant Representing	1059 (insofar as it relates to Ngāti Tūwharetoa) Ritchie Wilson Toi Tu Ki Te Rangi Inc Society	Wai no. Claimant Representing	1077 Metiria Rameka and others Ngāti Te Rangīta ki Oruanui, Ngāti Kapawa, Ngāti Raho
Concerning	Rohe Potae	Concerning	Oranui and Tauhara Middle Block
Wai no. Claimant Representing	1193 Tawiri-o-te-rangi Hakopa & another Parekaawa hapu of Ngāti Tūwharetoa	Wai no. Claimant Representing	1195 (insofar as it relates to Ngāti Tūwharetoa) Eric Walters Te Kapa o Te Rangīta, Ngāti Rauhoto, Ngāti Te Uranga, Ngāti Kapawa, Ngāti Ohomairangi, Ngāti Whakaue and Ngāti Tuhourangi
Concerning	Parekaawa lands	Concerning	Lands and resources
Wai no. Claimant Representing Concerning	1196 Merle Maata Ormsby & others Ngāti Tūwharetoa & Ngāti Hikairo Tongariro power development scheme lands		

Wai no. 1206 Claimant Parehingaawatea Ngaire George Representing Ngati Te Kohera Concerning Lands and resources	Wai no. 1207 Claimant Tawiri-o-te-rangi Hakopa Representing Parekaawa, Te Kohera, Wairangi, Parawhete, Rawhawhetu & Te Maunga Concerning Te Tihoi No.3 block
Wai no. 1260 Claimant John Reweti & others Representing Ngāti Waewae of Ngāti Tūwharetoa Concerning Lands in National Park & Taihape Inquiry	Wai no. 1262 Claimant Tyrone Smith and other Representing Ngāti Hikairo Ki Tongariro of Ngāti Tūwharetoa Concerning Lands in National Park
Wai no. 1263 Claimant James Read & others Representing Te Uri o Rangiteauria Lands Concerning Waiouru army base, Tongariro power development, Karioi state forest & railways lands	Wai no. 1264 Claimant Peter Clarke Representing Tutemohuta Concerning Lands in National Park
Wai no. 1447 Claimant Ihaia Corbet and others Representing Ngati Hinemihi Concerning Lands and resources	Wai no. 1451 Claimant William Dansey Representing Rauhoto a Tia, Ngāti Parehunuku, Ngāti Hinerau, and Ngāti Kikopiri Concerning Tatua and Rangatira blocks
Wai no. 1452 (insofar as it relates to Ngāti Tūwharetoa) Claimant Peter Clarke and others Representing Ngati Hinerau, Ngāti Te Urunga, Ngāti Tutewha, Ngāti Hineure, Ngāti Tutemohuta and Ngāti Rauhoto of the Hikuwai confederation of Ngāti Tūwharetoa and others Concerning Lands and resources	Wai no. 1472 (insofar as it relates to Ngāti Tūwharetoa) Claimant Huirama Te Hiko Representing Ngati Wairangi Concerning Lands and resources
Wai no. 1602 Claimant Rangitiriata Hodge Representing Ngati Te Kohera Concerning Lands and resources	Wai no. 1605 Claimant Tom Ketu and others Representing Albert and Sophie Ketu whanau, Ngāti Hikairo Concerning Lands and resources

Wai no. 1836 Claimant Robert Taylor Representing Ngati Rauhoto Concerning Lands and resources	Wai no. 2095 Claimant Te Hononga Lord Representing Descendants of Hingaia Huruaio Concerning Hautu 3F
Wai no. 2098 Claimant Oram Hepi Representing Ngati Te Maunga Concerning Lands and resources	Wai no. 2142 Claimant Gary Smallman Representing Ngati Turangitukua Concerning Lands and resources outside of Turangi township
Wai no. 2287 Claimant Rebecca Shepherd Representing Ngati Te Maunga of Ngāti Tūwharetoa Concerning Lands and resources	Wai no. 2291 Claimant Casey Herbert Representing Ngati Parekawa Concerning Lands and resources

6.4 Any other Ngāti Tūwharetoa claims that are identified will also be included in the mandate.

7 Ngāti Tūwharetoa Hapū Forum

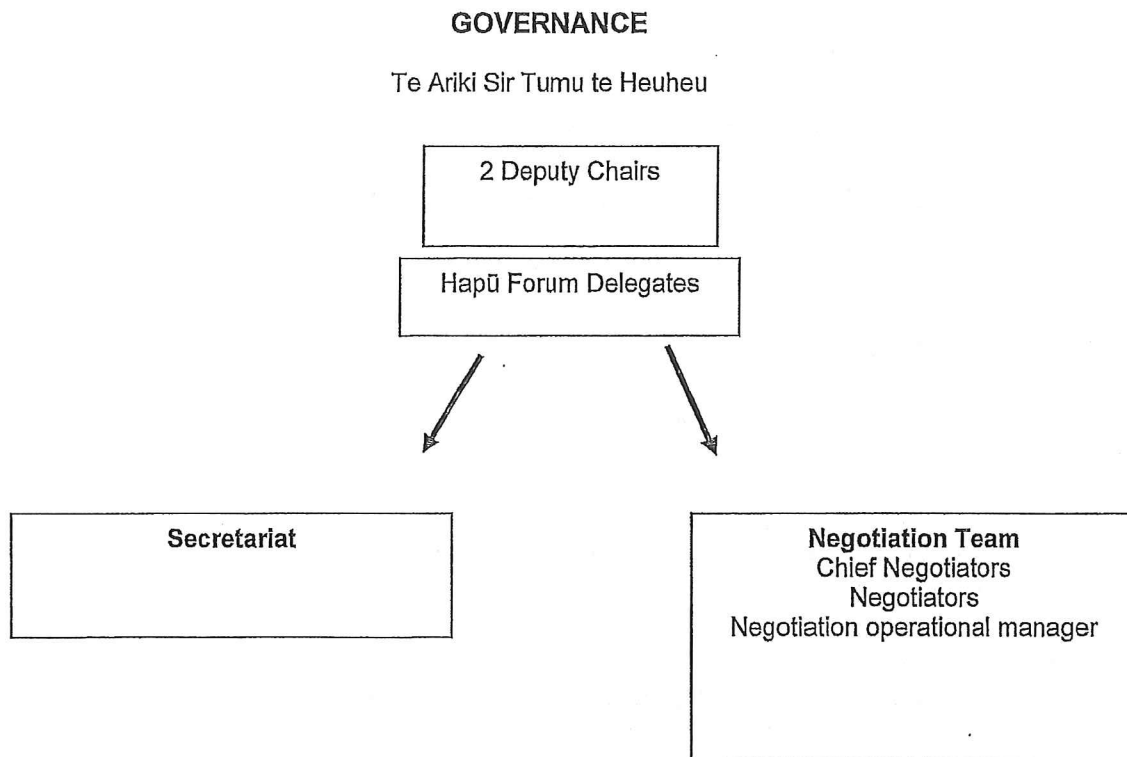
Objects and Purposes of the Hapū Forum

7.1 The Hapū Forum's express purposes include:

- a. The promotion of Te Tiriti o Waitangi;
- b. The negotiation of a settlement with the Crown regarding the historical Ngāti Tūwharetoa Treaty claims; and
- c. Developing and proposing to the beneficiaries an appropriate post-settlement governance entity to represent Ngāti Tūwharetoa.

Structure

7.2 The organisational structure of the Forum is as follows:



7.3 In particular:

- a. **Te Ariki Sir Tumu te Heuheu** retains his leadership role as Ariki.
- b. **Deputy Chairs** There are two deputy chairs, who are appointed by the delegates (from amongst their number). They carry out many of the day to day functions of a chair, and work in close consultation with te Ariki.
- c. **Hapū Delegates and Alternates.** Responsibilities include:
 - Prudent governance of the Hapū Forum on behalf of the tribe's members and in accordance with the Trust Deed;
 - Prudent governance includes maintaining control of and oversight of the Forum's financial affairs (in accordance with good accounting standards);
 - Representing the views of the Hapū in the negotiations process;
 - Appointment and removal of Negotiation Team and Secretariat;
 - Maintain its mandate by providing regular updates on the negotiations process and accountability to its iwi members through hui a iwi, panui and information via the Hapū Forum website;
 - Maintain responsibility and decision-making for the overall progress of negotiations although they may not be directly involved in the day to day negotiations; and

- Appoint the Lead Negotiators, individual negotiators and negotiation manager to the Negotiation Team.

Delegates make decisions in accordance with the trust deed, in particular, clauses:

- 7.1.4 (quorum),
 - 5.3.2 (powers of alternate in the absence of delegate)
 - 5.11 (hapu absence from consecutive meetings)
 - 7.3 (how resolutions may be passed),
 - 4.2 (extent of delegates' powers) and
 - 7.9 (execution of documents).
- d. The **Secretariat's** role is to provide secretariat and administrative services to the Hapū Forum and to the negotiators, including ensuring good financial administration.
- e. The Negotiation Team:
- Is appointed by and responsible to the Hapū Forum delegates;
 - Leads communication with Ngāti Tūwharetoa in respect of progress in the negotiations;
 - Reports regularly to the delegates on the progress of the negotiations, including by way of the negotiation manager furnishing written reports and attendance at Forum meetings;
 - Develops and implement the negotiation strategy;
 - Negotiates the Agreement in Principle and the Deed of Settlement for ratification by Ngāti Tūwharetoa; and
 - Is responsible for engaging in day to day negotiations with Crown Officials.

Negotiation Team

7.4 The Negotiation Team is appointed as follows:

- a. Nomination by a Hapū that is a member of the Hapū Forum;
- b. Assessment of the nominations by the lead negotiators, who then make a recommendation to the delegates;
- c. Final decision by the delegates at a meeting of the Hapū Forum.

- 7.5 Removal of individual Negotiators from the Negotiation Team may occur in the following circumstances:
- a. Resignation of a Negotiator;
 - b. Death of a Negotiator; or
 - c. By unanimous resolution of the Hapū Forum at a Special Meeting of the delegates convened for that purpose.
- 7.6 Where a negotiator has been removed, then the Hapū Forum will inform the claimant community through its usual communication channels.

Delegates and Alternates

- 7.7 To be elected as a delegate or alternate, at the closing date for nominations, a person must not be:
- a. **Youth:** an individual who is under the age of 18 years;
 - b. **Bankruptcy:** a bankrupt:
 - No Final Discharge: who has not obtained a final order of discharge;
 - Suspended Discharge: whose order of discharge has been suspended for a term not yet expired; or
 - Conditional Discharge: who is subject to a condition of discharge not yet fulfilled; or
 - Section 111 Order: who is subject to any order under section 111 of the Insolvency Act 1967.
 - c. **Liquidation, Receivership or Statutory Management:** a company or an incorporated society:
 - **Winding up or Liquidation:** which has gone into liquidation;
 - **Resolution to Appoint Liquidator:** in respect of which a resolution has been passed appointing a liquidator;
 - **Order to Appoint Liquidator:** in respect of which an order has been applied for or made by the court appointing of a liquidator will be considered;
 - **Receiver or Statutory Liquidator:** in respect of which a meeting of shareholders or members has been called at which the appointment of a liquidator will be considered;
 - **Receiver or Statutory Manager Appointed:** for which a receiver or statutory manager has been appointed in respect of all or any part of its assets; or
 - **Arrangement in Respect of Creditors:** which has made or entered into, or attempted to make or enter into, any compromise, assignment or other arrangement with or for the benefit of all or any class of its creditors;
 - d. **Criminal Conviction:** a person who has been convicted of a crime involving dishonesty, within the meaning of section 2(1) of the Crimes Act 1961 and has been sentenced for that crime within the last seven years

- e. **Director Disqualification:** a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, a company under any of sections 382, 383 or 385 of the Companies Act 1993;
 - f. **Property Order:** a person who is subject to a property order made under the Protection of Personal and Property Rights Act 1988 or whose property is managed by a Delegate corporation under section 32 of the Protection of Personal and Property Rights Act 1988; or
 - g. **Charities Commissions Order:** a person who is subject to an order made under section 31 of the Charities Act 2005 disqualifying the person from being an officer of a charitable entity.
- 7.8 When appointing a Delegate or Alternate, a hapū must:
- a. Hold a hui-a-hapū open to all hapū members over the age of eighteen; and,
 - b. Publicly advertise the hui-a-hapū at least two weeks prior to the hui-a-hapū. The advertisement must include a notice that a resolution will be put to appoint, remove or replace a delegate or alternate delegate (as the case may be) to represent the hapū on the Ngāti Tūwharetoa Hapū Forum Trust.
- 7.9 The process by which each Hapū may appoint and remove their appointed delegate or alternate is a matter for Hapū to determine, subject to the requirement that there must be 2 weeks' public notice to the Hapū members of the intention to remove, and there must be evidence of the Hapū decision making process. The hapū must write a letter to the Hapū Forum deputy chair(s) advising of the Hapū decision (and the process by which that decision was made) to remove the delegate or alternate. The removal is effective when the letter is confirmed by the deputy chair at the next Hapū Forum delegate meeting.

8 Mandate Maintenance and Accountability to Claimant Group

- 8.1 The Tūwharetoa Hapu Forum Trust is the mandated entity. Delegates, alternates and the co-chairs are not individually or personally mandated. The individuals who hold office as delegates and alternates may be replaced by their hapū, and the co-chairs may be replaced by the delegates, in accordance with the Forum's rules. Individuals hold office in the Forum, and it is the Forum that is mandated.
- 8.2 The Hapū Forum will meet its ongoing requirements to act in a manner that is transparent, accountable and inclusive by the following:
- a. Delegates are appointed (and may be removed and replaced) by their hapū.
 - b. Holding monthly meetings, which Hapū members are entitled to attend (except where the trust moves into committee) and may also address the delegates in general business with the deputy chair's leave;

- c. Holding of an Annual General Meeting, including providing audited accounts and an annual report to Ngāti Tūwharetoa;
- d. Developing and carrying out a comprehensive communication strategy that provides for regular communications through a website and e-panui, and by convening regular hui a-iwi, including in the main centres.
- e. The negotiation team is responsible to the Hapū Forum delegates (and therefore to the hapū as a whole). The negotiation team holds office as the delegates see fit. The negotiation team is therefore appointed by and can be removed or replaced by resolution of the delegates (such resolution to be passed in accordance with the requirements of the trust deed). The negotiation team will report regularly to the delegates on the progress of the negotiations.
- f. The negotiation team may recommend a negotiation strategy, but that strategy must be approved by the Hapū Forum. The negotiation team will provide regular written reports to the Hapū Forum on the progress of the negotiations, including seeking a resolution of the delegates for any amendments to the negotiation strategy.

Limits to the Mandate

- 8.3 The Hapū Forum sought reconfirmation of its mandate to negotiate a settlement of the claims. Before signing any Agreement in Principle or Deed of Settlement, the Hapū Forum will hold hui a-iwi to explain the documents and its plans to ratify a proposed settlement and post-settlement governance entity at a duly notified hui a-iwi of the claimant group at a later stage.
- 8.4 The mandate to enter into direct negotiations with the Crown may be amended or withdrawn from the Hapū Forum as follows:
 - a. *Addition of other Ngāti Tūwharetoa hapū to the mandate.* Additional Hapū may join the Hapū Forum (and mandate the Hapū Forum to include their claims in the negotiations for a comprehensive settlement) so long as:
 - A hui a-hapū has been publically advertised (in national and local newspapers) 21 days, and then 14 days prior to the hui, including the date, time, and venue of the hui, and the text of the proposed resolution. The resolution may be voted on by all hapū members over the age of eighteen. The resolution is passed if it is supported by a majority (50% or greater) of valid votes cast. Minutes must be taken and an independent TPK observer must be in attendance; and
 - The Hapū is recognized by the Hapū Forum as being a Hapū of Ngāti Tūwharetoa.
 - b. *Withdrawal of a Hapū.* If a Hapū wishes to withdraw its mandate from the Hapū Forum:
 - The individual Hapū will hold a Hui a-Hapū to consider whether to withdraw their mandate. That hui must be publically advertised at least 21 days beforehand, setting out the venue, date, time, and purpose of the hui, the resolutions to be put and the consequences of withdrawal;
 - After holding the initial hui, the Hapū will then give 30 clear days written notice to the Hapū Forum of its intention to withdraw mandate (including

- the reasons for proposing withdrawal and the consequences of withdrawal);
- Within the next 30 days, the Hapū Forum and the individual Hapū will hold at least two hui to discuss and address the relevant issues. Paepaekainga of the Hapū seeking to withdraw mandate should attend the Hapū Forum meeting with the delegates to address the issues. The Hapū Forum should have a right of response through the paepaeroa to encourage them not to withdraw;
 - The individual Hapū will then hold another Hui a-Hapū to confirm their intention to withdraw their mandate. That hui must be publically advertised at least 21 days beforehand, setting out the venue, date, time, and purpose of the hui and the resolutions to be put;
 - If the requirements of subclauses (a) to (d) have been met, the Hapū shall give a further written notice to the Ngāti Tūwharetoa Hapū Forum withdrawing their mandate, which shall take effect immediately on receipt of the notice.
 - Explanation of the consequences of withdrawal must be given in the text of each advertisement, at each hui, and prior to the putting of any motion to withdraw. The explanation must describe Crown policy, that withdrawal from the Forum means that the hapū is no longer in negotiations and that the Crown is unlikely to consider them to be a large natural grouping suitable for negotiations, and that if it did, there may be a considerable delay before negotiations with the hapū might commence.
 - The Deputy Chairperson(s) will take an active role in meeting with the Hapū delegates to hear their concerns and to seek to agree ways to address those concerns prior to the withdrawal of the mandate. The Deputy Chairpersons will also ensure that the Paepaeroa and Paepaekainga are asked to assist in the discussions.

9 Dispute resolution

9.1 If a dispute arises, or may arise, that relates to the objectives of the Forum, between:

- the delegates; or
- between a delegate and/or alternate and their hapū,

then the dispute will be determined in accordance with Nga Tikanga o Ngāti Tūwharetoa.

9.2 Nga Tikanga o Ngāti Tūwharetoa includes:

Ko Tongariro te Maunga, Ko Taupo te Moana, Ko Tūwharetoa te Iwi, Ko te Heuheu te Tangata

Te Tumu Whakapumau Kia pumau te mana me te mauri o te hau kainga

Kia pumau te mana me te mauri o te Hapū.

Kia pumau te mana me te mauri o te Ariki.

Ko Te Tumu Whakapumau te Kawa o Te Kapua Whakapipi ara ko nga tikanga o Ngāti Tūwharetoa

Te Paepaeroa

Ko te Amorangi ki mua

Tu atu, Tu mai

He tapu te tu o te tangata

He mana kei roto i te korero

Me Tu Rangatira

Tika & Pono, Aroha ki te tangata, Manaaki

Te Whare Manaaki

Ko te Hapai O ki muri

He tika kei muri, he tika kei mua

9.3 Before issuing any legal proceedings or before taking any steps to withdraw the mandate of a particular hapu from the Hapu Forum:

- c. Any hapū member or delegate may notify the deputy chairs that there is a matter in dispute;
- d. As soon as reasonably practicable, the deputy chairs will meet with each party, and make best efforts to help resolve the dispute;
- e. If the dispute is not resolved, then the deputy chairs will ask kaumatua of the hapū or of the iwi to assist (as the deputies deem necessary); and
- f. A mediator or adjudicator may be appointed, if the parties agree.

9.4 If the dispute relates to an allegation of serious misconduct (including financial impropriety), the Deputy Chairs will engage an independent audit of the Hapū Forum and advise the delegates of both the allegation and the action that will be taken. If the audit indicates that the allegation is well founded, the Deputy Chair is required to make a complaint to the police.

10 Authority to Amend the Deed Reconfirming Mandate

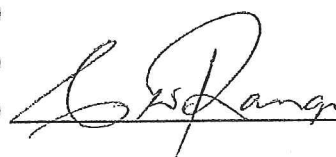
10.1 This deed may be amended if the amendment is approved by:

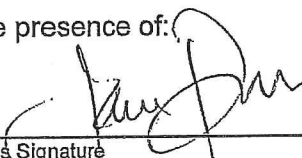
- a. A resolution at a duly notified hui a-iwi called to consider the amendment; and
- b. The Hapū Forum at a duly notified meeting of the delegates.

10.2 The Crown will be notified of any amendments.

EXECUTED as a Deed on this 15th day of July 2011:

SIGNED by COLIN RANGI)
 As co-deputy chair and authorised)
 representative of the Hapū Forum)
 in the presence of:

) 
)
)



 Witness Signature

JANICE RUMBLE

 Witness Name

Sales Assistant

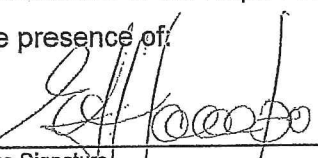
 Witness Occupation

Putaruru

 Witness Address

SIGNED by JAMES (HEEMI) BIDDLE)
 As co-deputy chair and authorised)
 representative of the Hapū Forum)
 in the presence of:

) 
)
)



 Witness Signature

Emily Hui TAMĒPO

 Witness Name

Anglican Minister

 Witness Occupation

35 Rangipoia Place

 Witness Address
 Turangi.

Appendix 2: Crown's recognition of the mandate



Office of Hon Christopher Finlayson

Attorney-General
Minister for Treaty of Waitangi Negotiations
Minister for Arts, Culture and Heritage

3 NOV 2011

Te Ariki Sir Tumu Te Heuheu
Chair
Tūwharetoa Hapū Forum
PO Box 1344
TAUPŌ

Tēnā koe Sir Tumu

I write to confirm the Crown's recognition of the mandate of the Ngāti Tūwharetoa Hapū Forum (the Forum) to represent the constituent iwi and hapū (listed in **Appendix 1**) of Ngāti Tūwharetoa in direct negotiations with the Crown towards the comprehensive settlement of all historical Treaty of Waitangi claims of Ngāti Tūwharetoa.

The Minister of Māori Affairs and I consider the process followed by the Forum to gain the support of the claimant community was open and transparent. We also consider the Forum is accountable to the claimant community. In order to fully address accountability requirements we ask that the Forum append to the Deed of Mandate a process that would allow the Ngāti Tūwharetoa claimant community to remove Tūwharetoa Hapū Forum's mandate to negotiate an Ngāti Tūwharetoa comprehensive Treaty settlement with the Crown.

We note that through the submission process, some concerns were raised about the Forum's engagement and communication with the Ngāti Tūwharetoa claimant community. Given these concerns, and the mandate reconfirmation process concluded in late 2010, we consider it important that the Forum take steps to actively engage with the Ngāti Tūwharetoa claimant community following mandate recognition and throughout negotiations. Our officials will closely monitor mandate maintenance reports to ensure issues raised by submitters are addressed.

Congratulations on reaching this milestone in your path to settlement with the Crown. I look forward to working with you.

Nāku noa, nā

Hon Christopher Finlayson
Minister for Treaty of Waitangi Negotiations

Appendix 1: Hapū listed in the THF deed reconfirming mandate

Ngāti Haa
Ngāti Hikairo
Ngāti Hine
Ngāti Hinemihi
Ngāti Hinerau
Ngāti Hineure
Ngāti Kurauia
Ngāti Manunui
Ngāti Moekino
Ngāti Parekawa
Ngāti Rauhoto
Ngāti Rongomai
Ngāti Ruingarangi
Ngāti Tarakaiahi
Ngāti Te Kohera
Ngāti Te Maunga
Ngāti Te Rangiita
Ngāti Te Urunga
Ngāti Turangitukua
Ngāti Turumakina
Ngāti Tutemohuta
Ngāti Tutetawha
Ngāti Waewae
Ngāti Wairangi
Te Kapa o Te Rangiita

Appendix 3: Ngāti Tūwharetoa's Thematic Workstreams

1. Ngā Maunga

1.1. Ngā hapū o Ngāti Tūwharetoa seek to give effect to the intention of what the Crown called the "Gift", which rather was "mo te Rahui whenua ka whakatapua nei mo te Iwi ki Tongariro".

1.2. Fresh ownership and governance and management arrangements over lands administered by the Department of Conservation, in a manner that recognises our mana and kaitiakitanga and provides an integrated and tikanga-based approach to ecosystems.

2. Natural resources (including rights and interests in fresh and geothermal water)

2.1. Ngā hapū o Ngāti Tūwharetoa seek governance frameworks that provide for our mana and kaitiakitanga over waterways and geothermal resources, as well as our right to benefit from our taonga.

2.2. Nga hapū o Ngāti Tūwharetoa seek redress that acknowledges our historic water and geothermal claims.

3. Strengthening Hapū

3.1. Nga hapū o Ngāti Tūwharetoa seek:

- A hapu focussed approach that delivers direct redress for local issues;
- Equity between hapū; and
- Redress that will strengthen and support our cultural identity (including tangible and intangible taonga).

4. Historical account, Crown acknowledgement of Treaty breaches and an apology

5. Quantum

6. Crown relationship

6.1. Ngā hapū o Ngāti Tūwharetoa seek to reach agreement on mechanisms to:

- Improve the delivery of government and iwi services to ngā hapū o Ngāti Tūwharetoa.
- Recognise and provide for the importance of the relationship between the Crown and ngā hapū o Ngāti Tūwharetoa.

7. Future Tūwharetoa capacity

7.1. Ngā hapū o Ngāti Tūwharetoa acknowledge that an appropriate post-settlement governance entity will be required for any settlement. The post settlement governance entity may require legislation in order to give effect to the aspirations of ngā hapū o Ngāti Tūwharetoa.