

# TE WHAKAAETANGA TRUST

*Deed of Mandate*

*July 2025*

**Te Whakaaetanga Trust**

E: [admin@tewhakaaetanga.com](mailto:admin@tewhakaaetanga.com)

W: [www.tewhakaaetanga.com](http://www.tewhakaaetanga.com)

## Table of Contents

<b>Te Whakaaetanga Trust – Deed of Mandate</b>	<b>4</b>
Overview of Te Whakaaetanga whakapapa and history	4
<i>Definitions</i>	7
Te Tino Rangatiratanga	7
<i>Tribunal findings</i>	9
Claimant Definition - Ngā Hapū Te Whakaaetanga	10
Ahikaatanga, Areas of Interest and Association	11
<i>Description of Ngā Hapū Te Whakaaetanga rohe</i>	12
Wai claims and marae within the scope of this Deed of Mandate	13
Overlapping interests	16
Representation structure of Te Whakaaetanga	16
<i>Appointment of Trustees</i>	18
<i>Trustee resignation or removal</i>	19
Mā Te Hapū Anō Te Hapū e Kōrero: Te Whakaaetanga accountability	19
<i>Meeting processes</i>	21
<i>Te Whakaaetanga dispute resolution process</i>	23
<i>Tikanga process – dispute resolution</i>	23
Joining Te Whakaaetanga	24
Dispute resolution process	26
Withdrawal from Te Whakaaetanga	27
Amending or removal of mandate	28
Appointment and proceedings of Hapū Negotiators	29
<i>Role of the Hapū Negotiators</i>	30
Ngā Hapū Te Whakaaetanga registers	30
Mandate voting process	31
<i>The Te Whakaaetanga mandate process was widely accessible</i>	32
<i>Mandate voting resolution</i>	35
<i>Mandate voting results</i>	36

Matters raised during the Deed of Mandate submission process	37
<i>Key themes raised during submissions process</i>	38
List of Appendices	40

## Te Whakaaetanga Trust – Deed of Mandate

1. This Deed of Mandate formally demonstrates that Te Whakaaetanga Trust (**Te Whakaaetanga**) has obtained a durable mandate to represent Ngāti Manu (and their associated hapū Te Uri Karaka and Te Uri o Raewera), Patukeha, Ngāti Kuta, and Ngāti Torehina ki Matakā (**Ngā Hapū Te Whakaaetanga**) in negotiations with the Crown for a comprehensive and final settlement of all our historical Te Tiriti o Waitangi/Treaty of Waitangi claims. The mandate achieved by Te Whakaaetanga was conducted in a fair, open, and transparent manner.
2. Te Whakaaetanga will not be the Post-Settlement Governance Entity (**PSGE**) for Ngā Hapū Te Whakaaetanga.
3. Te Whakaaetanga is mandated to outline the process for the appointment of Hapū Negotiators and will give directions to the Hapū Negotiators about what type of redress will be appropriate to recognise the Tino Rangatiratanga of Ngā Hapū Te Whakaaetanga. In turn, Te Whakaaetanga Trustees are accountable to their respective hapū.
4. As the mandated representative, Te Whakaaetanga undertakes to present an initialled Deed of Settlement and proposed PSGE arrangements to Ngā Hapū Te Whakaaetanga for their endorsement and ratification before a Deed of Settlement is signed.

## Overview of Te Whakaaetanga whakapapa and history

Ko te whakaariki!

Ko te whakaariki!

Tapatapatu tonu ki te Rangi

Ko te Torea i te Tahuna

E kekeke mai ana

Ko te matuku i te repo

E hu ana i te ata Hu

Taotaongia a Matakā

Tutei a Rakaumangamanga no Hawaiki mai rano

Ko Tapuiwharawhara ki Uta nei e totoro atu ki te Tikitiki o Tute Mahurangi

Te manu topa i nga tai pupura toke rau

He tai marino  
He Tai hononga  
Tikina mai te Whai o te Tonga  
Kia wetewetekia  
A te  
A tau Hi

5. Ko Te Whakaaetanga He Kahui Hapū o nga Hapū o te takutaimoana i whakahaere i nga Hapū Rangatiratanga me te Ahikātanga o te Pēwhairangi Te Moana o Pikopikoiwhiti Tokerau me Ī Pīpiri. Ko mātou ngā Hapū Ko Ngāti Kuta Ko Patukeha Ko Ngāti Torehina ki Matakā me Ngāti Manu me ngā Hapū Ririki o Te Uri Karaka, o Te Uri o Raewera.
6. Te Whakaaetanga is a hapū grouping of coastal hapū who exercise our Hapū Rangatiratanga, our Ahikaatanga<sup>1</sup> in Pēwhairangi, Te Moana Pikopiko i Whiti, Tokerau and Ī Pīpiri. We are Ngāti Kuta, Ngāti Manu me ngā Hapū Ririki - Te Uri o Raewera and Te Uri Karaka, Ngāti Torehina ki Matakā and Patukeha.
7. In May 2013, Ngāti Kuta, Patukeha, Ngāti Manu and Te Kapotai presented our hapū claims before the Waitangi Tribunal (the **Tribunal**). We were all active in the Taiwhenua collective, Ngā Hapū o Te Takutai Moana, including Ngāti Torehina Ki Matakā, who advocated for Hapū Rangatiratanga. Ngā Hapū o Te Takutai Moana, like all the Taiwhenua, actively opposed the Tūhoronuku Independent Mandated Authority. However, in 2014, Ngāti Kuta and Patukeha withdrew from that collective due to differing views about Hapū Rangatiratanga. Ngāti Manu had already withdrawn, and declared their Hapū Rangatiratanga via the media: "*Mā Ngāti Manu, Nā Ngāti Manu - e ai ki a Ngāti Manu*".
8. In response to that withdrawal, Ngāti Kuta, Patukeha and Ngāti Manu engaged with other like-minded hapū who wanted to work together, to form a collective to pursue negotiations of their respective settlement with the Crown. There followed several hui in 2016, held at Te Rāwhiti and Waitangi between Ngāti Kuta, Patukeha, Ngāti Rāhiri, Ngāti Kawa, Te Kapotai and Ngāti Manu claimants and kaumatua who eventually formed He Kawenata, the forerunner to Te Whakaaetanga Alliance.

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<sup>1</sup> Loosely translated to "Area of Right" – Ahikaatanga is the preferred term for Te Whakaaetanga to describe their hapū core rohe. Te Whakaaetanga is aware that for Treaty Settlement purposes the Crown preferred terminology is Area of Interest which reflects that these areas do not represent exclusive claim areas or areas of exclusive interest.

9. Te Whakaaetanga Alliance was finally formalised in a Memorandum of Understanding (**MOU**) signed by Ngāti Kuta, Patukeha and Ngāti Manu in February 2018 at Karetū, by kaumātua Moka Kaenga Maata Puru, Mārara Te Tai Hook, Shirley Hakaraia, Tauhia Te Tai, and Arapeta Hamilton. Ngāti Torehina ki Matakā signed the MOU on their maunga Matakā in May 2019, with Moka Kaenga Maata Puru, Shirley Hakaraia, Joyce Baker, Tauhia Te Tai, Hurihanga Rihari, Hugh Te Kiri Rihari and Herb Rihari signing. Many whānau joined both signing occasions, where everyone made a commitment to build unity of purpose and to work together to achieve the best outcomes for all. A wonderful hīkoi was made to Wharengaere followed by a delicious hāngi. Ko Te Hononga Tai - Ko Te Hononga Hapū.
10. Once the Crown removed its recognition of the Tūhoronuku Independent Mandated Authority mandate in December 2019, Ngā Hapū Te Whakaaetanga sought to gain recognition as a hapū grouping from the Minister for Treaty of Waitangi Negotiations. Ngā Hapū Te Whakaaetanga sought clarification about how we might enter into a hapū-driven negotiation process with the Crown and seek a hapū-based settlement.
11. Te Whakaaetanga Alliance engaged with Crown officials on a number of occasions to discuss and prepare a mandate proposal. The mandate proposal was accepted by the Crown, and on 21 December 2020, the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development confirmed Te Whakaaetanga as a hapū grouping.
12. Between December 2020 and January 2023, Te Whakaaetanga Alliance worked extensively on the preparation of a Trust Deed in conjunction with our hapū to set out a framework for how Ngā Hapū Te Whakaaetanga would work together towards obtaining a mandate and which also set out key accountabilities between Ngā Hapū Te Whakaaetanga and our members. A final Trust Deed was signed on 14 January 2023 to establish Te Whakaaetanga Trust.
13. Throughout 2023, Te Whakaaetanga developed a mandate strategy outlining the approach Te Whakaaetanga would take to receive a mandate from Ngā Hapū Te Whakaaetanga. Te Whakaaetanga drew on the principles and processes already incorporated in its Trust Deed based on hapū feedback received.
14. On 19 December 2023, the Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau (Te Tari Whakatau) (formerly the Office for Māori Crown Relations: Te Arawhiti) and Te Puni Kōkiri (**TPK**) officials endorsed the mandate strategy Te Whakaaetanga submitted. The Te Whakaaetanga mandate strategy has been available to the claimant community direct from the Trustees, as well as published online for public viewing at [Te Tari Whakatau - Te Whakaaetanga](#).

15. In 2024, Te Whakaaetanga held information and voting hui, published the draft Deed of Mandate and commenced engagement with those who made submissions on the mandate. In June 2025, Te Whakaaetanga finalised the Deed of Mandate.

## Definitions

16. Definitions of key terms as used in this document:

- a. **Te Whakaaetanga Trust** means the Trust established on 14 January 2023 by Ngā Hapū Te Whakaaetanga to proceed with obtaining a mandate from our claimant community. Previously known as Te Whakaaetanga Alliance;
- b. **Te Whakaaetanga** means Te Whakaaetanga Trust;
- c. **Ngā Hapū Te Whakaaetanga** means the confederation of hapū that make up Te Whakaaetanga;
- d. The **claimant community** of Te Whakaaetanga comprises all individuals, whānau, and hapū of Ngā Hapū Te Whakaaetanga and means the collective group comprising individual members and whānau of each acceding hapū of Te Whakaaetanga, as defined in clause 25 – 28 of this Deed of Mandate;
- e. **Trust Deed** means the Trust Deed adopted by Te Whakaaetanga on 14 January 2023 and any subsequent amendments;
- f. **Trustees** means the eight Trustees of Te Whakaaetanga, consisting of the two persons appointed by each hapū within the confederation of Ngā Hapū Te Whakaaetanga; and
- g. **Historical claims** means Te Tiriti o Waitangi/Treaty of Waitangi claims, whether registered with the Tribunal (“Wai claims”) or not, arising out of Crown acts and omissions before 21 September 1992.

## Te Tino Rangatiratanga

17. Ko te Hapu Tino Rangatiratanga (ara Ko te Mana Motuhake) i tino whakatinanatia puta atu i nga rohe whenua o nga Hapu nei mai rano. Kahore i tineiatia. Ko Taua Tino Rangatiratanga i panuitia ki te Ao i te 28 o Oketopa 1835 i roto He Whakaputanga o te Rangatira o Nu Tirene (He Whakaputanga) i takotongia te papatapu mo Te Tiriti o Waitangi:
- a. Ko o matou Tino Rangatiratanga i mautonutia a Ka kitea i roto i Te Paparahi o Te Raki [Wai 1040] I Ko nga Rangahau o te Taraipiunara o Waitangi a i mauhanga i roto i te Ripoata o te Wai 1040;



- b. Ko te Hapū te kaipūpuri i te mana kaitiaki o ngā whenua me erā atū taonga. Ko ngā Hapū anō hoki te mana whakahaere i ngā tikanga me ngā mahi;
  - c. Ko Nga Hapu o Te Whakaaetanga i pupuri i te korowai o te Kaitiakitanga o te Whenua me era atu Taonga. Ko Nga Hapu o Te Whakaaetanga i mautonutia i te Korowai Mana Whakahaere o nga tikanga me nga mahi;
  - d. Ko nga Rangatira i hainatia He Whakaputanga i panuitia Kei a ratou Ko te Rangatiratanga me te Mana o o ratou whenua ka nohongia ake ki a ratou nahe me o ratou Hapu katoa. Kahore i tetahi atu i taea ki te hanga ture i roto i o ratou ake rohe Ki te whakahaere tetahi ahua Kawanatanga ranei.
18. *Hapū tino rangatiratanga (absolute traditional authority) has been well embedded throughout our hapū territories since time immemorial and never extinguished. That authority was declared internationally on 28 October 1835 through He Whakaputanga o te Rangatira o Nu Tirene (He Whakaputanga) which set the platform for Te Tiriti o Waitangi:*
- a. *Our unextinguished authority has been further recognised and endorsed by Te Paparahi o Te Raki (Wai 1040) Waitangi Tribunal Inquiry and formally documented in the Wai 1040 Stage 1 Report. The Stage 1 Inquiry Report findings were further affirmed and strengthened by the Stage 2 Inquiry Report;*
  - b. *Ko te Hapū te kaipūpuri i te mana kaitiaki o ngā whenua me erā atū taonga. Ko ngā Hapū anō hoki te mana whakahaere i ngā tikanga me ngā mahi;*
  - c. *Ngā Hapū Te Whakaaetanga held the mantle of guardianship of the land and other possessions. It was also Ngā Hapū Te Whakaaetanga who held the mantle of governance of the customs and things to be done; and*
  - d. *The rangatira who signed He Whakaputanga declared that rangatiratanga and mana in relation to their territories rested only with them on behalf of their hapū and that no one else but them could make law within their territories, nor exercise any function of government except under their authority.*
19. It is the view of Te Whakaaetanga that the formal recognition of our unextinguished tino rangatiratanga by the Tribunal sets the foundation from which our mandate and negotiations for settlement will be prosecuted.
20. Hapū Rangatiratanga is at the heart of Te Whakaaetanga and recognises that each hapū has come together for a common purpose, which includes to work together in order to achieve meaningful outcomes which recognise the independence of hapū.

## *Tribunal findings*

### 21. The Tribunal in its Stage 1 Report has found:

“The rangatira who signed Te Tiriti o Waitangi in February 1840 did not cede their sovereignty to Britain. That is, they did not cede authority to make and enforce law over their people or their territories;

The rangatira agreed to share power and authority with Britain. They agreed to the Governor having authority to control British subjects in New Zealand, and thereby keep the peace and protect Māori interests.

The rangatira consented to the treaty on the basis that they and the Governor were to be equals, though they were to have different roles and different spheres of influence. The detail of how this relationship would work in practice, especially where the Māori and European populations intermingled, remained to be negotiated over time on a case-by-case basis.

The rangatira agreed to enter into land transactions with the Crown, and the Crown promised to investigate pre-treaty land transactions and to return any land that had not been properly acquired from Māori.

The rangatira appear to have agreed that the Crown would protect them from foreign threats and represent them in international affairs, where that was necessary.”

### 22. In its Stage 2 Report, the Tribunal has recommended that:

“The Crown acknowledge the treaty agreement which it entered with Te Raki rangatira in 1840, as explained in our stage 1 report.

The Crown make a formal apology to Te Raki hapū and iwi for its breaches of te Tiriti/the Treaty and its mātāpono/principles for:

- Its overarching failure to recognise and respect the tino rangatiratanga of Te Raki hapū and iwi.
- The imposition of an introduced legal system that overrode the tikanga of Te Raki Māori.
- The Crown’s failure to address the legitimate concerns of Ngāpuhi leaders following the signing of te Tiriti, instead asserting its authority without adequate regard for their tino rangatiratanga which resulted in the outbreak of the Northern War.
- The Crown’s egregious conduct during the Northern War.
- The Crown’s imposition of policies and institutions that were designed to wrest control and ownership of land and resources from Te Raki Māori hapū and iwi, and which effected a rapid transfer of land into Crown and settler hands.

- The Crown's refusal to give effect to the Tiriti/Treaty rights of Te Raki Māori within the political institutions and constitution of New Zealand, or to recognise and support their paremata and komiti despite their sustained efforts in the second half of the nineteenth century to achieve recognition of and respect for those institutions in accordance with their tino rangatiratanga.

All land owned by the Crown within the inquiry district be returned to Te Raki Māori ownership as redress for the Crown's breaches of te Tiriti/the Treaty and ngā mātāpono o te Tiriti/the principles of the Treaty.

The Crown provide substantial further compensation to Te Raki Māori to restore the economic base of the hapū, and as redress for the substantial economic losses they suffered as a result of the Crown's breaches of te Tiriti/the Treaty and ngā mātāpono o te Tiriti/ the principles of the Treaty.

The Crown enter discussions with Te Raki Māori to determine appropriate constitutional processes and institutions at national, iwi, and hapū levels to recognise, respect, and give effect to their Tiriti/Treaty rights. Legislation, including settlement legislation, may be required if the claimants so wish."

23. In its letter of transmittal for the Stage 2 report, the Tribunal stated that the last recommendation "will require consideration of how to enable the meaningful exercise of tino rangatiratanga at national, iwi, and hapū levels. Those discussions and negotiations will occur in part at a constitutional level and will require a sharing of power as envisaged in Te Tiriti".
24. The Tribunal further stated it had "no doubt that this process will be challenging for the Crown but undertaking it in good faith is essential if the treaty partnership and the Crown's own honour is to be restored. It is important that any proposed resolution to the claims involve the legislative and policy reform necessary to reset the relationship between tino rangatiratanga and kāwanatanga so that the promises of Te Tiriti are realised." Te Whakaaetanga fully endorse the Tribunal's statement as it sets a framework that will enable such negotiations to occur.

## Claimant Definition - Ngā Hapū Te Whakaaetanga

25. The claimant community of Te Whakaaetanga means the collective group comprising individual members and whānau of each acceding hapū of Te Whakaaetanga. The acceding hapū at the time of this Deed of Mandate are:
  - a. Ngāti Manu (and their associated hapū Te Uri Karaka and Te Uri o Raewera);
  - b. Patukeha;

- c. Ngāti Kuta; and
  - d. Ngāti Torehina ki Matakā.
26. Individual membership of each hapū is determined in accordance with the tikanga of the relevant hapū and includes:
- a. **Member of Ngāti Manu** (and their associated hapū – Te Uri Karaka and Te Uri o Raewera) means any individual who affiliates through whakapapa or descent from Ngāti Manu me Ngā Hapū Rīriki Te Uri o Raewera me Te Uri Karaka;
  - b. **Member of Ngāti Kuta**, means any individual who affiliates through whakapapa or descent from Te Nāna, Te Kemara, Whai Hakuene, Huri, Rewharewha, Titore Kuranui, Rewiti Irikohe, Ire, Whakahoe or Paraoa;
  - c. **Member of Patukeha**, means any individual who affiliates through whakapapa or descent from Te Wharerahi, Rewa or Moka Kaenga Maata; and
  - d. **Member of Ngāti Torehina ki Matakā** means any individual who affiliates through whakapapa or descent from Te Reinga.
27. Whether a person affiliates through whakapapa or descent is a matter for Ngā Hapū Te Whakaaetanga to determine in accordance with tikanga and will be determined/verified by our respective kaumātua/kuia and knowledge-keepers.
28. Any settlement between Ngā Hapū Te Whakaaetanga and the Crown will settle, either wholly or in part, all **historical claims** made by members of Ngā Hapū Te Whakaaetanga. However, in the context of this Deed of Mandate, '**historical claims**' does not include:
- a. a claim that a member, whānau, hapū or group of Ngā Hapū Te Whakaaetanga, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not a Ngā Hapū Te Whakaaetanga ancestor. Such claims will not be settled by any settlement between Ngā Hapū Te Whakaaetanga and the Crown.

## Ahikaatanga, Areas of Interest and Association

29. Ngā Hapū Te Whakaaetanga operate in accordance with our own tikanga and determine our tino rangatiratanga over the lands within our rohe in accordance with the principle of Ahikaatanga.
30. Ahikaatanga is a well-known concept in Te Ao Māori and is the preferred term for Te Whakaaetanga to describe our hapū core rohe. Ahikaatanga encompasses a duty of protection (exercise of kaitiakitanga) and mana over an area of whenua rangatira, whenua

tuku iho (land inherited from our forebears). That duty and presence is secured and demonstrated through:

- a. hapū whakapapa to the whenua rangatira;
  - b. a proven historical record of the undisturbed existence and tenure over that territory;
  - c. having at least one descendant who is living in/on the tribal territory;
  - d. having at least one descendant who can provide an authoritative and representational view, position and/or perspective on their territory; and
  - e. having their own maunga, awa, moana, marae and wāhi tapū.
31. Ngā Hapū Te Whakaaetanga acknowledge the landlessness of our hapū resulting from Crown usurpation. We proclaim our right to reclaim mana whenua and practice our ahikaatanga.
32. Te Whakaaetanga is aware that for Treaty Settlement purposes the Crown preferred terminology is Area of Interest or Association. Te Whakaaetanga considers such Areas of Interest and/or Association are different to areas where Ahikaatanga is exercised. Te Whakaaetanga has requested the Crown take appropriate action to consider the proposal to acknowledge Ahikaatanga as a determinant for the return of lands/properties to any mandated group. This discussion is ongoing between Te Whakaaetanga and the Crown.
33. The Crown does not define Ahikaatanga or Areas of Interest. A claimant group defines an Area of Interest. The Crown recognises an Area of Interest within which redress may be made available to a claimant group, subject to overlapping interests being addressed. Although the Crown will consider groups' statements about their interests, the settlement process is not intended to establish or recognise boundaries between groups or make determinations of mana whenua or Ahikaatanga.

### *Description of Ngā Hapū Te Whakaaetanga rohe*

34. A description of Ngā Hapū Te Whakaaetanga rohe includes:

Ngāti Kuta and Patukeha <sup>2</sup>	Ngāti Manu	Ngāti Torehina ki Matakā
Kei Taupiri ki te tonga, Anga ki Motūkōkako ki te marangai, Anga atū ki Tikitiki ki te hauraro, Hoki atū ki Tāpeka, ki Kororāreka kei te hauāuru.	Te Awa Tapū o Taumārere, Te Moana o Pikopiko i Whiti, Te Moana o Ī Pīpiri.  Hokianga, Taiamai, Kororareka, Opuā, Taumarere, Ruapekapeka, Whāngārei, Pouerua, Te Karetu, Puketona, Arakanihi.	Mai i Ngākiriparauri tae noa atu ki Waihapuku (ki te tonga). Ki Tureikura, ko Tunapohepohe, ko Matapuratahi tae noa atu ki Hohi (Oihi) ko Rangihoua, te Pa Tapu o mātou Tupuna. Ki Te Puna, ka tae ki Poraenui, ki te kiokionga o te whenua. Ki Pirinoa, ko Kaihiki, ki Wharengaere, te kainga o mātou Tupuna. Ki Patunui, ki Tangitu, ki Oneroa, ki Kaira, ko te Korotangi, ko te Kowhai i reira ka whakawhiti atu ki Ngakiriparauri i ei ko Ngāti Torehina ki Matakā.

35. Maps depicting the areas of Ahikaatanga of each of ngā hapū Te Whakaaetanga can be found at **Appendix One** and may be subject to change.
36. Te Whakaaetanga seek to encourage hapū and the Crown to consider how the Ngāpuhi context might call for a different approach to overlapping claims including recognition amongst hapū of Ahikaatanga, and how the Crown might seek to provide redress where the available properties within an Ahikaatanga area may not be sufficient to remedy the prejudice to the particular hapū groups in appropriate circumstances.

## Wai claims and marae within the scope of this Deed of Mandate

37. The Wai claims and marae associated with Ngā Hapū Te Whakaaetanga include:

Hapū	Marae	Wai claim number	Named claimant(s)
Ngāti Kuta	Te Rāwhiti	1307	Matutaera Te Nana Clendon, Robert Sydney Willoughby, Te Aroha Rewha, and Marara Kaweroa Hook.

<sup>2</sup> Shared rohe of Ngāti Kuta and Patukeha.

Hapū	Marae	Wai claim number	Named claimant(s)
		1958	David Clarke, Harata Clarke, Rihi Hau (passed), Shane Clarke Witehira and Honehau Clarke-Hepi.
Patukeha	Te Rāwhiti Kaingahoa Haratū	1140	Kataraina Hemara (passed), Moka Puru (passed), Moses Witehira, Shirley Louise Hakaraia and Peti Ahitapu (passed).
		2022	Rau Hoskins on behalf of Motu Kokako Ahu Whenua Trust.
		1958	David Clarke, Harata Clarke, Rihi Hau (passed), Shane Clarke Witehira and Honehau Clarke-Hepi.
Ngāti Manu	Te Karetū	354	Arapeta Witika Pomare Hamilton on behalf of descendants of Pomare II and members of the Ngāti Manu, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes.
		1514	Pita Apiata on behalf of Ngāti Kawa and Ngāti Manu.
		1535	Joyce Baker and Deon Baker on behalf of descendants of Pomare II and members the Ngāti Manu, Ngāti Rahiri ki Waitangi, Te Uri Karaka, Te Uri o Raewera and Ngāpuhi ki Taumarere tribes.
		49	Sir James Clendon Henare on behalf of the members of Ngāti-Hine, Ngāti-Manu, Te Kapotai and Ngāpuhi-nuitonu. Taumarere River and Te Moana o Pikopiko-i-whiti claim.
Ngāti Torehina ki Matakā		1508	Hugh Te Kiri Rihari (passed), Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari (passed), Mamateao Himi Rihari Hill

Hapū	Marae	Wai claim number	Named claimant(s)
			(passed), David Grant Rihari, Te Hurihanga Rihari and Herbert Vincent Rihari for themselves and on behalf of Ngāti Torehina ki Matakā hapū.
		1757	Hugh Te Kiri Rihari (passed), Whakaaropai Hoori Rihari, Piri Ripeka Rihari, Hare Himi Paerata Rihari (passed), Mamateao Himi Rihari Hill (passed), David Grant Rihari, Te Hurihanga Rihari, Herbert Vincent Rihari and Mama Waiahurangi Rihari-Scott.

38. Ngā Hapū Te Whakaaetanga have been notified by the Crown there are other claims which may be affiliated with Ngāti Manu including:

Wai claim number	Claim
120	Opua Lands and Waterways Claim.
1440	Ngāti Manu-Otuihu Claim.
1484	Paul McIntyre (Ngāti Manu, Ngāti Poro, Ngāti Hine & Ngāpuhi) Claim.
1841	Victor Campbell: in the matter of Pōmare, Ngāti Manu hapū, Ngāpuhi Iwi.
2027	Ngāti Hine & Ngāti Manu (Mahanga) Lands & Resources Claim.
2244	Ngātau Tangihia (Dargaville) Claim.

39. To the extent those claims, or any other claim not listed above falls within the claimant definition at clauses 25 – 28, it is Crown policy that they will be included in any settlement agreements reached.
40. Ngā Hapū Te Whakaaetanga recognises other hapū may seek to join Te Whakaaetanga. If that occurs in accordance with the Deed of Mandate, the claimant definition will be updated accordingly, and the definition of Te Whakaaetanga Trust and Ngā Hapū Te Whakaaetanga historical claims may be further developed by the Crown and Te Whakaaetanga during negotiations for inclusion in any Deed of Settlement.



## Overlapping interests

41. Ngā Hapū Te Whakaaetanga acknowledges other hapū or iwi may have overlapping interests including:

Overlapping Interests			
Te Kapotai	Ngāti Hine	Ngāti Rēhia	Ngāti Rāhiri
Ngāti Kawa	Te Ngare Hauata	Ngāti Pare	Ngāti Hau
Te Uri Taniwhā	Ngātiwai	Whangaroa Papa Hapū	

42. Te Whakaaetanga and Ngā Hapū Te Whakaaetanga will continue to work with our neighbouring hapū in accordance with tikanga to find solutions. Te Whakaaetanga and Ngā Hapū Te Whakaaetanga will inform the Crown of any agreements reached between Te Whakaaetanga and any neighbouring hapū.
43. Te Whakaaetanga acknowledges there will likely be other issues relating to overlapping interests that will arise during negotiation of our historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Te Whakaaetanga is committed to transparency, open and proactive communication with whānaunga to ensure that overlapping issues are addressed with fairness and respect, in accordance with principles of tikanga.

## Representation structure of Te Whakaaetanga

44. Te Whakaaetanga is founded on the following key principles of Te Whakaaetanga:
- a. **Kotahitanga:** the parties will work together to build unity of purpose and solutions that are workable and acceptable to all parties. The parties have a commitment to work together to achieve the best outcomes for all hapū who are party to the Trust Deed and Deed of Mandate;
  - b. **Whanaungatanga:** recognise the shared whakapapa and tikanga of Ngā Hapū Te Whakaaetanga and acknowledge that Te Whakaaetanga will provide a way to strengthen Ngā Hapū Te Whakaaetanga connections with one another. Ko te hononga tai, ko te hononga hapū: The binding tides are also that which bind Ngā Hapū Te Whakaaetanga;

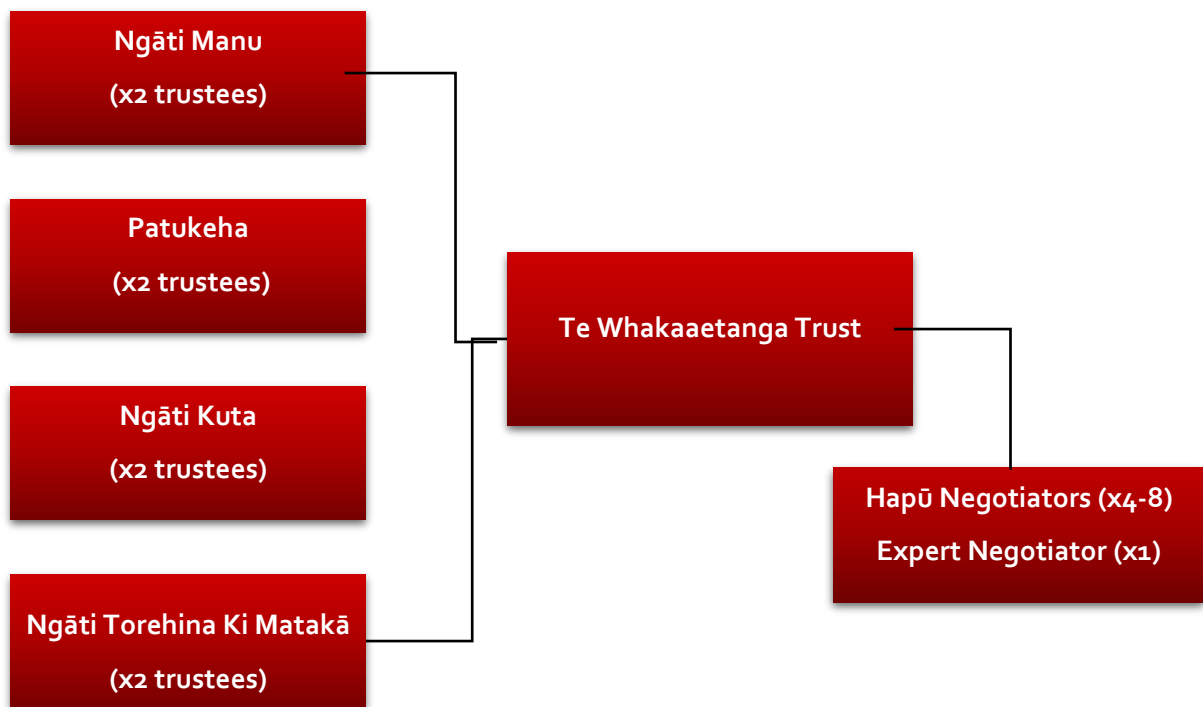
- c. **Hapū Mana Motuhake:** each hapū has its own mana motuhake, and autonomy within their respective rohe in accordance with mana whenua, mana moana, mana tūpuna, mana wairua and Ahikātanga. Each hapū will respect the mana hapū of one another and each hapū will be responsible for communicating with their own hapū;
  - d. **Hapū Motuhake (autonomy):** Ngā Hapū Te Whakaaetanga are committed to developing collective strategies that will lead to hapū based redress. This does not rule out the possibility of shared solutions; and
  - e. **Whakatau Tika (accountability):** Ngā Hapū Te Whakaaetanga will operate in a manner that promotes open communication, transparency, and the sharing of information. Each hapū acknowledges the accountability and responsibilities owed to our whānau and hapū.
45. The primary purpose of Te Whakaaetanga is to advance Ngā Hapū Te Whakaaetanga by entering negotiations with the Crown for the collective and respective redress for Ngā Hapū Te Whakaaetanga Te Tiriti o Waitangi/Treaty of Waitangi historical claims.
46. In furtherance of the principles and primary purpose, the object of Te Whakaaetanga is to support the needs of Ngā Hapū Te Whakaaetanga, which includes but is not limited to:
- a. developing and implementing robust mandate and negotiation strategies;
  - b. obtaining a robust mandate from Ngā Hapū Te Whakaaetanga;
  - c. preparing and presenting a draft Deed of Mandate to Ngā Hapū Te Whakaaetanga for feedback and submissions;
  - d. submitting a Deed of Mandate for Crown recognition;
  - e. preparing and entering into negotiations with the Crown;
  - f. facilitating open communication, information sharing, and reporting between Ngā Hapū Te Whakaaetanga and the Crown throughout the mandate and negotiation processes;
  - g. negotiating a Deed of Settlement providing redress for Ngā Hapū Te Whakaaetanga with the Crown;
  - h. presenting an initialled Deed of Settlement providing redress for Ngā Hapū Te Whakaaetanga for ratification; and

- i. assisting Ngā Hapū Te Whakaaetanga to ensure that Ngā Hapū Te Whakaaetanga redress is properly received and distributed to hapū via an appropriate PSGE mechanism.

47. The Trust Deed can be located at **Appendix Two**.

### *Appointment of Trustees*

#### Ngā Kaitiaki



48. Te Whakaaetanga consists of eight (8) Trustees appointed by their respective hapū in accordance with their tikanga. Other Trustees may be added where new hapū formally join Te Whakaaetanga.
49. Each hapū of Te Whakaaetanga may elect or appoint up to two (2) Trustees and must provide relevant information confirming the appointment in accordance with clause 11.3 of the Trust Deed:
- a. each Trustee will hold office for a term of three (3) years;
  - b. each year the Trustees will nominate a Chairperson, Treasurer and Secretary; and

- c. the quorum for any Trustee Meeting is no less than one (1) Trustee representing each of Ngā Hapū Te Whakaaetanga.

50. The current Trustees, as appointed by their respective hapū post 1 July 2023, are as follows:

Patukeha	Ngāti Kuta	Ngāti Manu	Ngāti Torehina ki Matakā
Shirley Hakaraia	Dean Clendon	Scott Smith	Herb Rihari
Jamie Hakaraia	Natasha Clarke-Nathan	Kelly Batistich	Gideon Rihari

### *Trustee resignation or removal*

51. Trustees may resign from Te Whakaaetanga by giving written notice to the remaining Trustees. A Trustee who fails to attend three consecutive meetings of the Board of Trustees without prior written notice and reasonable explanation shall be deemed to have vacated their office.
52. Where any Trustee acts in a manner that brings or is likely to bring Te Whakaaetanga into disrepute, and all Trustees other than the Trustee in question unanimously resolve as such, the Trustees shall refer his or her actions, with supporting evidence, to his or her hapū to determine whether the Trustee shall be censured or removed.
53. The Trust Deed provides further detail regarding when a Trustee may cease to hold office and requirements regarding eligibility.

### *Mā Te Hapū Anō Te Hapū e Kōrero: Te Whakaaetanga accountability*

54. Te Whakaaetanga recognises Hapū Rangatiratanga is paramount in the decision-making process.
55. Te Whakaaetanga is accountable to the claimant community of Ngā Hapū Te Whakaaetanga, in accordance with the terms of its Trust Deed. Te Whakaaetanga will ensure that all communication and reporting to hapū about the mandate and negotiations process is clear and consistent.
56. The Trustees are bound by the Trust Deed, and in turn both Te Whakaaetanga and the Trustees are bound to the Trusts Act 2019. All decisions will be made in accordance with the accountability provisions of the Trust Deed.
57. The relationship between Te Whakaaetanga and Ngā Hapū Te Whakaaetanga is two-way, and Te Whakaaetanga will encourage feedback and input from our claimant community

into the decision-making process. The Trustees of each hapū will also have the overall responsibility for reporting back to their hapū to ensure the Te Whakaaetanga Mandate is kept current.

58. Any major decision made by Te Whakaaetanga requires unanimous support as per the Trust Deed. If a unanimous decision cannot be made, Te Whakaaetanga will act in accordance with clause 19 of the Trust Deed.

59. A major decision of Te Whakaaetanga shall include:

- a. expenditure from the Te Whakaaetanga fund of any single amount in excess of \$10,000,
  - i. not including any payments in respect of legal, accounting, or other experts or advisors where their services have been engaged by Te Whakaaetanga; and/or
- b. submission of a Deed of Settlement providing redress for Ngā Hapū Te Whakaaetanga for ratification; and/or
- c. any other matter the Trustees may determine is a major decision from time to time.

60. Specific accountability mechanisms include:

- a. the Trustees will call an Annual General Meeting (**AGM**) of Te Whakaaetanga, in accordance with their Trust Deed;
- b. Te Whakaaetanga will continue to report in writing on quarterly basis, or as required, to our claimant community. These reports will be available on the Te Whakaaetanga website and will cover key milestones such as:
  - i. achieving Crown recognition of mandate;
  - ii. Terms of Negotiation;
  - iii. an Agreement in Principle;
  - iv. initialling a Deed of Settlement;
  - v. Deed of Settlement;
  - vi. PSGE structuring;

- vii. ratification of any settlement package and the PSGE; and
  - viii. progression of research activity;
- c. Nga Hapū Te Whakaaetanga will continue to convene quarterly hui for the claimant community;
  - d. Te Whakaaetanga will monitor the Claims Negotiators and ensure the negotiators are informed of the feedback and input from the claimant community; and
  - e. Te Whakaaetanga will develop claims redress strategies to be developed in consultation with Ngā Hapū Te Whakaaetanga.
61. Te Whakaaetanga will engage with the claimant community prior to the signing of an Agreement in Principle, by way of convening hapū hui, providing copies to hapū trustees for distribution to hapū members, making copies available for inspection by hapū members, and social medial engagement.
  62. Te Whakaaetanga will present an initialled Deed of Settlement to Ngā Hapū Te Whakaaetanga and undertake a Deed of Settlement ratification process, adopting the same processes engaged with to seek mandate endorsement.
  63. Each hapū will engage with their own pou tikanga/pūkenga and advisors as required throughout the process including with regard to ensuring the quality and accuracy of hapū membership registers and determining customary association with reference to specific sites of significance to each hapū.
  64. Te Whakaaetanga have also established a separate bank account to manage funding received for the purposes of progressing through the mandate and negotiation phases.
  65. Te Whakaaetanga will keep true and accurate accounts of all money received and expended. Te Whakaaetanga will report to Te Tari Whakatau (as is required by Te Tari Whakatau) on all funding provided to it. Te Whakaaetanga will also report on financial matters to Ngā Hapū Te Whakaaetanga annually.

### *Meeting processes*

66. Te Whakaaetanga will continue to hold an AGM each year<sup>3</sup> and at these hui will present:

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<sup>3</sup> The last AGM was held 22 March 2025.

- a. Te Whakaaetanga financial statements reviewed by an accountant;
  - b. an Annual Report on Te Whakaaetanga activities for the year against the objectives of Te Whakaaetanga; and
  - c. any changes to Trustees as appointed by the claimant community during the year.
67. As described earlier, the quorum for any Trustee Meeting is no less than one (1) Trustee representing each of Ngā Hapū Te Whakaaetanga. The Trustees will meet to conduct business within each financial year. The Trustees may invite to such a meeting whomever they may decide may assist them in their deliberations.
68. All Trustee meeting decisions will be decided by a majority of the hapū represented at the meeting and any such resolution shall be binding on all of the Trustees. This is except for major decisions as above which require unanimous support (or otherwise in accordance with the Trust Deed).
69. The Trustees will maintain a record of Trust minutes which are made available to Ngā Hapū Te Whakaaetanga members on request and in accordance with clause 25 of the Trust Deed.
70. Te Whakaaetanga has a communications strategy to keep the claimant community informed. Te Whakaaetanga has established a website ([tewhakaaetanga.com](http://tewhakaaetanga.com)) to engage with whānau wherever they may reside. Te Whakaaetanga will use technology and social media platforms available to disseminate the various progress reports on the settlement negotiations which have been identified above. Te Whakaaetanga will provide updates on the settlement negotiations using methods such as:
- a. hapū trustees at hapū hui;
  - b. Te Whakaaetanga and Ngā Hapū Te Whakaaetanga websites;
  - c. quarterly newsletters;
  - d. information hui;
  - e. pānui and mail outs;
  - f. social media; and
  - g. newspaper advertisements.

### *Te Whakaaetanga dispute resolution process*

71. The Trust Deed sets out a process for dispute resolution. If a dispute between one or more hapū of Te Whakaaetanga or their Trustees arises out of or in connection with Te Whakaaetanga, Ngā Hapū Te Whakaaetanga and/or their Trustees must first hui/wānanga in accordance with tikanga to try to resolve the dispute.
72. Where a dispute cannot be resolved by hui or wānanga within two (2) months, the affected hapū must provide notice in writing (**Dispute Notice**) of the continued dispute to the Trustees. Any such notice must:
  - a. be signed by at least 10 members of the hapū raising the dispute;
  - b. outline the issues in dispute and the resolution(s) sought; and
  - c. list the persons/groups whom the dispute relates to.
73. Upon receipt of any Dispute Notice, the Trustees shall within 30 days schedule a meeting with all relevant persons/groups to:
  - a. agree the list of issues; and
  - b. agree up to three (3) pou tikanga/pūkenga to be appointed to determine the issue,
    - i. where agreement cannot be reached as to the appointment of pou tikanga, the Trustees will appoint pou tikanga/pūkenga of their choosing.

### *Tikanga process – dispute resolution*

74. The pou tikanga/pūkenga agreed or appointed shall:
  - a. review the agreed list of issues;
  - b. request any further information they may need from the relevant persons/groups involved; and
  - c. determine the relevant process to be followed by the persons/groups to resolve the dispute including but not limited to:
    - ii. adopting the guiding principles set out in Trust Deed to assist with resolving the dispute;



- iii. requesting to meet with the persons/groups involved where they deem it necessary to do so; and
  - iv. within three (3) months of their appointment, report their findings in respect of each issue and determine what actions (if any) are required to resolve the issue(s).
- d. The Trustees shall rely on the findings of the pou tikanga/pūkenga in resolution of the dispute.

## Joining Te Whakaaetanga

75. Hapū of the Pēwhairangi/Ī Pīpiri Taiwhenua (**the joining hapū**) may join the Te Whakaaetanga Deed of Mandate by:
- a. providing written notice and supporting meeting minutes of the resolution from hapū representatives to Te Whakaaetanga of their intention to join the Te Whakaaetanga Deed of Mandate. Te Whakaaetanga will advise Te Tari Whakatau if they receive such a notice as soon as is practicable. Te Whakaaetanga will then meet with the joining hapū representatives to discuss the request and will acknowledge the request in writing;
  - b. providing information in writing to Te Whakaaetanga on the whakapapa (common founding ancestors) of the joining hapū, the joining hapū rohe (area of interest/association), marae, and the historical Wai claims that are proposed to be included. This information need not be provided in the notice specified in paragraph 75(a), but will need to be provided to Te Whakaaetanga to confirm the joining hapū membership;
  - c. undertaking a mandate voting process with a series of advertised mandate information and voting hui in accordance with their tikanga with the same mandate resolution as in clause 125. Te Whakaaetanga and Te Tari Whakatau will continue to progress Treaty settlement negotiations while any joining hapū runs their mandate voting process; and
  - d. indicating the agreement of the joining hapū to be bound by the Deed of Accession by signing the Deed of Accession included at Schedule 5 of the Trust Deed.
76. Once the joining hapū has undertaken the processes at clause 75, Te Whakaaetanga will call a Special General Meeting (**SGM**). At the SGM, Te Whakaaetanga will ratify whether the

hapū seeking to join the mandate has completed the processes set out in clause 75 by a resolution of the hapū in accordance with clause 19 of the Trust Deed. Should Te Whakaaetanga confirm its agreement that the joining hapū has completed the processes set out in clause 75 to join the Te Whakaaetanga mandate it will advise Te Tari Whakatau in writing of this and the process that was undertaken

77. Te Tari Whakatau will then brief the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development (**Ministers**) and seek ministerial decisions on amending the Deed of Mandate. The Ministers will inform Te Whakaaetanga of their decision in writing.
78. Subject to clause 79 below, after following the steps set out in clause 75, hapū of the Pēwhairangi/Ī Pīpiri Taiwhenua may join the Te Whakaaetanga Deed of Mandate up until a Deed of Settlement is initialled.
79. Should a hapū seek to join the Deed of Mandate after the signing of an Agreement in Principle, the Crown and Te Whakaaetanga will consider the request in relation to the following considerations:
  - a. implications for the progress of negotiations, the redress being negotiated and impact on those hapū already included in the mandate; and
  - b. the Crown's strong preference for settling historical Treaty grievances with large natural groupings and in particular for negotiating a comprehensive settlement of all the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Pēwhairangi/ Ī Pīpiri hapū.
80. The Crown and Te Whakaaetanga will seek to reach a consensus view on whether a hapū should join the Te Whakaaetanga Deed of Mandate after Agreement in Principle is signed but before a Deed of Settlement is initialled. If a consensus cannot be reached, the Crown and Te Whakaaetanga may indicate to each other whether and on what basis they agree to continue negotiations.<sup>4</sup>

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<sup>4</sup> Ngāti Manu support progressing with the Te Whakaaetanga Deed of Mandate in its current form in the spirit of Kotahitanga. However, Ngāti Manu wish to record the hapū opposed the changes proposed by Te Tari Whakatau (The Crown) to the inclusion clause. Ngāti Manu is of the view any group seeking to join Te Whakaaetanga at a later stage in the process must adhere to the terms already agreed and ensure that Te Whakaaetanga hapū progress towards Agreement in Principle (AIP) and beyond is not unfairly disrupted, upholding Hapu Mana Motuhake and Tino Rangatiratanga.

## Dispute resolution process

81. Te Whakaaetanga maintains a transparent and robust dispute resolution process as outlined in the Deed of Mandate at clauses 71 – 74 and in the Trust Deed:

- a. for registration and whakapapa disputes, these will be referred to the relevant hapū of Te Whakaaetanga to determine. A decision of the hapū regarding any registration or whakapapa dispute will be determined in accordance with that hapū tikanga and will be communicated through the relevant hapū Trustee(s) to Te Whakaaetanga;
- b. disputes regarding accountability, appointment of Trustees or appointment of negotiators will be internal matters to be determined in accordance with the tikanga of the relevant hapū. Each hapū will be able to communicate their decision in accordance with the processes set out in clauses 14.4-14.9 of the Trust Deed;
- c. if a dispute arises between one or more hapū of Te Whakaaetanga or their Trustees, out of or in connection with Te Whakaaetanga, the relevant hapū and/or their Trustees must first hui/wānanga to try to resolve the dispute;
- d. where the matter cannot be resolved after two (2) months, the affected hapū or Trustees must provide notice in writing (**Dispute Notice**) to the Chair of Te Whakaaetanga, with appropriate supporting information, and Te Whakaaetanga will seek to resolve the dispute, or will within 30 days appoint up to three (3) pou tikanga/pūkenga as per clause 28 of the Trust Deed; and
- e. Once appointed, the pou tikanga/pūkenga will consider the issues to be addressed and will request any information they require to determine the issue. Te Whakaaetanga will cooperate fully with this process and will consult in good faith with the disputing party as appropriate. The pou tikanga/pūkenga will produce a report of their findings and will determine what actions are required to resolve the issues. The Trustees shall rely on the findings of the pou tikanga/pūkenga in the resolution of the dispute.

82. The Trust Deed has been structured to maximise the ability for hapū to reach their own decisions about how they will participate and who will represent them in the process. Te

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We emphasize the importance of continued integrity and cohesion in our approach, recognizing the significant time, resources, and efforts that our people have invested in this process. It is crucial that these contributions are respected and acknowledged as we move forward, maintaining our Rangatiratanga.

Whakaaetanga have therefore built in mechanisms to enable hapū to hold their own Trustee representatives to account and to utilise their own hapū dispute resolution procedures in accordance with tikanga to address any disputes that arise. If there is any discrepancy between the mechanisms outlined in the Deed of Mandate and the Trust Deed, the Trust Deed will prevail.

83. The Te Whakaaetanga dispute resolution clauses are intended to provide a mechanism for facilitating disputes between hapū of Te Whakaaetanga. It is intended that this is the first step in addressing issues of concern among hapū of Te Whakaaetanga and/or between the Trustees. Where a dispute cannot be resolved in accordance with these clauses, the mandate withdrawal provisions in the following section may be utilised as appropriate.
84. Given that the removal of mandate, or withdrawal of hapū from the mandate, would have significant impacts on the claimant community, there are thresholds of support and a specific resolution process which are set out in the process below.

## Withdrawal from Te Whakaaetanga

85. Te Whakaaetanga is to advise Te Tari Whakatau if the dispute resolution process did not reach a resolution. After the dispute resolution process and before the hui-ā-hapū, Te Tari Whakatau will provide a statement to the Trustees of the potential consequences of withdrawal from the Te Whakaaetanga mandate. This statement will set out Crown policy that withdrawal means that the hapū will no longer be in negotiations and an explanation as to whether the Crown is likely to consider the hapū to be a hapū grouping suitable for negotiations and the timing of those negotiations.
86. If any hapū, having endeavoured to resolve any issues in accordance with tikanga, wish to withdraw from Te Whakaaetanga they must:
  - a. provide a notice in writing of their intention to withdraw, to Te Whakaaetanga and Te Tari Whakatau, simultaneously, who will provide a statement to the withdrawing hapū Trustees of the potential consequences of withdrawal from the Te Whakaaetanga mandate, including Crown policy that withdrawal means that the hapū will no longer be in negotiations. The notice must be signed by the withdrawing hapū chairperson and/or the Trustees representing their relevant hapū;
  - b. provide evidence of a hapū decision being made in accordance with tikanga including public notice of a hapū hui, minutes, and attendees. The public notice of a hapū hui must state the resolution to be voted on by hapū, which Wai claims are proposed for

withdrawal from Te Whakaaetanga, and that voting is open to all adult members of the hapū subject to whakapapa verification; and

- c. participate in a SGM to be called by the Trustees within ten (10) days of receiving the notice. At the SGM an outline of Te Tari Whakatau's statement about the implications of withdrawal from the Te Whakaaetanga mandate will be provided.
87. If at the conclusion of the SGM the hapū still wishes to withdraw, Te Whakaaetanga must accept the decision of the withdrawing hapū and that the withdrawn hapū will no longer be entitled to benefit from Te Whakaaetanga or the mandate. Te Whakaaetanga will then advise the Crown of the withdrawal within fourteen (14) working days of the notice of withdrawal being accepted by Te Whakaaetanga. Te Whakaaetanga will advise the Crown of the process that was undertaken.
88. Te Tari Whakatau will then advise Ministers of the withdrawal by the hapū from the Te Whakaaetanga mandate, and seek ministerial decisions on whether to recognise the amended mandate. The Minister for Treaty of Waitangi Negotiations will inform Te Whakaaetanga in writing of the implications of the withdrawal for their mandate.
89. If a withdrawn hapū seeks to re-join Te Whakaaetanga at a later stage in the process, they will be open to do so. Te Whakaaetanga will then advise Te Tari Whakatau in writing of the amended mandate within fourteen (14) working days, as per the requirement outlined in clause 87 above. Te Tari Whakatau will then advise Ministers of this change and seek ministerial decisions on whether to recognise the amended mandate. The Minister for Treaty of Waitangi Negotiations will inform Te Whakaaetanga of the Ministers' decisions in writing.
90. Te Whakaaetanga hapū may not withdraw from Te Whakaaetanga after a Deed of Settlement is initialled.

## Amending or removal of mandate

91. Amending the mandate of Te Whakaaetanga would be done in the same way as any amendment or variation to the Trust Deed, and would require the unanimous decision of the Trustees, or an SGM of the hapū with a hapū vote as per clause 22 of the Trust Deed.
92. In the case where a hapū seeks to amend or remove the mandate of Te Whakaaetanga to represent Ngā Hapū Te Whakaaetanga in negotiations for a comprehensive settlement of their historical claims, it is expected that the same process as for hapū withdrawal would occur, in accordance with the hapū withdrawal provisions at clauses 85 – 90 above. In that

case, however, as the mandate affects all hapū of Te Whakaaetanga, the decision to remove the mandate would require agreement from all four hapū.

## Appointment and proceedings of Hapū Negotiators

93. Te Whakaaetanga will facilitate and oversee the appointment of a Negotiation Team in accordance with Schedule 4 of the Trust Deed. The Negotiation team will be responsible for the management of Te Whakaaetanga Treaty settlement negotiations.
94. The Negotiation Team will comprise:
  - a. no more than two (2) Hapū Negotiators appointed by each hapū of Te Whakaaetanga in accordance with their hapū tikanga.
  - b. in addition to the Hapū Negotiators, Te Whakaaetanga will be able to appoint one (1) further negotiator as required from time to time for their specific expertise.
95. Each Hapū Negotiator appointed will be required to agree to be accountable to Te Whakaaetanga and will agree to be bound by any policies and procedures concerning negotiators.
96. Hapū Negotiators must in the opinion of their respective hapū have sufficient skills, knowledge, and expertise to carry out the role of Hapū Negotiator.
97. Hapū Negotiators may also be Trustees of Te Whakaaetanga.
98. Te Whakaaetanga will provide for:
  - a. a process for an annual review of Hapū Negotiators based on key performance indicators as set by the Trustees;
  - b. policies for fair and transparent remuneration, and reimbursement of costs, of Hapū Negotiators;
  - c. reporting and accountability processes for Hapū Negotiators to Te Whakaaetanga by way of monthly reports or more regularly whenever milestones are reached; and
  - d. a process for the removal and replacement of Hapū Negotiators which is consistent with the Trust Deed.

99. Hapū Negotiators may be removed in the same manner as a Trustee of Te Whakaaetanga or may be directed by Te Whakaaetanga to suspend negotiations or stand down from the position as a Hapū Negotiator where it is deemed appropriate by Te Whakaaetanga.

### *Role of the Hapū Negotiators*

100. The role of Hapū Negotiators shall be:

- a. to negotiate with the Crown, in accordance with the Negotiation Strategy developed by the Trustees and hapū, any collective and individual redress on behalf of Ngā Hapū Te Whakaaetanga;
- b. to take instruction from Ngā Hapū Te Whakaaetanga through directions from the Trustees; and
- c. to act in the best interests of Ngā Hapū Te Whakaaetanga.

101. All decisions of the Negotiation team will be conditional on approval of the Trustees. It is the Trustees (not the Hapū Negotiators) who shall have the authority to agree to the Agreement in Principle, and to submit a draft Deed of Settlement to the claimant community for ratification.

102. The Negotiation Team will be supported by an administrative group responsible for:

- a. assisting with the operational requirements of the negotiations;
- b. ensuring the proper implementation of Te Whakaaetanga policies and procedures;
- c. ensuring compliance with negotiations plans and timetables;
- d. ensuring Hapū Negotiators' compliance with any lawful directions from Te Whakaaetanga and contractual obligations;
- e. financial reporting; and
- f. implementation of the Te Whakaaetanga communications strategy as set out in this Deed of Mandate.

### *Ngā Hapū Te Whakaaetanga registers*

103. Each hapū of Te Whakaaetanga has developed their own hapū membership registers, including for the purpose of:

- a. any elections required pursuant to Part B of the Trust Deed;
  - b. communicating the progress of Te Whakaaetanga in its mahi and to allow Te Whakaaetanga to communicate with the claimant community; and
  - c. voting processes for mandate and settlement negotiation decisions by the claimant community.
104. To the extent that hapū members have elected to participate in the mandate process, Ngā Hapū Te Whakaaetanga have provided their information to Te Whakaaetanga including:
- a. records of attendance numbers at hapū mandate hui;
  - b. voting information received;
  - c. voting results; and
  - d. hapū mandate information reports.
105. Te Whakaaetanga has complied with obligations pursuant to the Privacy Act 2020 in relation to the collection, use, and storage of individual's personal information.
106. Ngā Hapū Te Whakaaetanga have their own registration forms and continue to grow and build their individual hapū membership registers.
107. Te Whakaaetanga acknowledges those who are members of the claimant community but who may not wish to register as members of their respective hapū. Ngā Hapū Te Whakaaetanga will maintain a database of those unregistered members to ensure they can be notified of, and participate effectively in, claimant community hui and decision-making.
108. An unregistered member is entitled to participate in decisions concerning the mandate of Te Whakaaetanga (including the decisions to amend or remove the mandate of Te Whakaaetanga and hapū withdrawal) provided that person's whakapapa has been verified.

## Mandate voting process

109. In December 2023, a mandate strategy was endorsed by Crown officials. Te Whakaaetanga designed its mandate strategy to provide for decision-making in accordance with hapū tikanga "mā te hapū anō te hapū e kōrero".



### *The Te Whakaaetanga mandate process was widely accessible*

110. A copy of the Te Whakaaetanga Mandate Strategy was first published online in January 2024 and is attached to the Deed of Mandate at **Appendix Three**. The Crown's endorsement of the Te Whakaaetanga Mandate Strategy is attached at **Appendix Four**.
111. Mandate information and hapū consultation processes were widely advertised so all could participate. Te Whakaaetanga decided not to undertake a submissions process on the draft Mandate Strategy due to the extensive consultation already undertaken with Ngā Hapū Te Whakaaetanga during the development of the Trust Deed.
112. The mandate information and voting hui were advertised as follows:
- a. in local, regional, and national newspapers including the New Zealand Herald, Northern Advocate, The Post (Wellington), and The Press (Canterbury);
  - b. through email, social media platforms including Facebook pages, and social media outlets of each of Ngā Hapū Te Whakaaetanga;
  - c. by way of hapū and whānau networks, fun-day events, land trust meetings, sports events, and cultural events; and
  - d. via email from both Te Whakaaetanga and the Crown.
113. A copy of the mandate information and voting hui advertisement included all hui details, is attached at **Appendix Five**.
114. Te Whakaaetanga delivered a series of mandate information and hapū hui to seek and verify the support of our hapū and claimant community. A comprehensive list of hapū hui and information hui is included in the Deed of Mandate at clause 123.
115. Te Whakaaetanga operated in accordance with the principle of Hapū Mana Motuhake, by having individual hapū hui rather than collective Te Whakaaetanga information and voting hui. It was ensured that all information shared by the representatives of Ngā Hapū Te Whakaaetanga was identical.
116. Patukeha and Ngāti Kuta opted to engage Electionz to run their voting processes, whereas Ngāti Manu and Ngāti Torehina ki Matakā developed their own processes that were reflective of their tikanga.
117. A copy of all voting hui reports can be found at **Appendices Six to Ten**. These are:

- a. a consolidated Ngā Hapū Te Whakaaetanga hui report dated June 2024;
- b. Ngāti Kuta – Electionz Report dated 18 May 2024 and hapū produced report dated May 2024, and updated 8 April 2025;
- c. Patukeha – Electionz Report dated 23 May 2024 and hapū produced report dated May 2024;
- d. Ngāti Manu – hapū produced report dated 17 May 2024; and
- e. Ngāti Torehina ki Matakā – hapū produced report dated 10 May 2024.

118. Ngāti Torehina ki Matakā also elected to have two independent observers from TPK present at their voting hui on 31 March 2024. The TPK observer notes from this hui are also attached at **Appendix 11**.

119. The mandate information and voting hui included the following agenda items:

- a. Karakia Timata;
- b. Mihi Whakatau;
- c. each hapū journey to where things are at today;
- d. mandate presentation by Te Whakaaetanga Trust;
- e. question and answer time;
- f. mandate resolution to be voted on and hapū voting process; and
- g. Karakia Whakamutunga.

120. The mandate information pack, which was available at all information and voting hui, is attached at **Appendix 12**. The process for individuals to register with their respective hapū is outlined in the information pack.

121. A copy of the mandate PowerPoint presentation is attached at **Appendix 13**. This PowerPoint presentation was used for all Ngā Hapū Te Whakaaetanga information and voting hui and ensured that the information presented was consistent.

122. At each hui where Electionz were engaged, the Returning Officer introduced himself, explained the voting process and outlined how the special votes were to be conducted.

Attendees at each hui also received a fact sheet of the Te Whakaaetanga mandating journey to date and the process to be undertaken for each hapū.

123. The numbers at each mandate information and voting hui were:

Hapū	Date	Venue	Attendance Sheet	TPK observer count
Patukeha	Sun 11 Feb 2024	Te Rāwhiti Marae	27	ELECTIONZ-Returning Officer
	Sat 17 Feb 2024	Online	30	ELECTIONZ-Returning Officer
	Sat 24 Feb 2024	TKKM ā Rohe o Māngere	13	ELECTIONZ-Returning Officer
	Sat 2 Mar 2024	Online x 2	21	ELECTIONZ-Returning Officer
	Sat 9 Mar 2024	Te Rāwhiti Marae	21	ELECTIONZ-Returning Officer
Ngāti Kuta	Sat 9 Mar 2024	Te Rāwhiti Marae	66	ELECTIONZ-Returning Officer
	Sat 30 Mar 2024	Kensington Stadium	28	ELECTIONZ-Returning Officer
	Sat 6 Apr 2024	MS Teams	25	ELECTIONZ-Returning Officer
	Sat 13 Apr 2024	Te Mahurehure Marae	36	ELECTIONZ-Returning Officer
	Sat 27 April 2024	Online	72	ELECTIONZ-Returning Officer

	11 May 2024	Te Rāwhiti Marae	71	ELECTIONZ-Returning Officer
Ngāti Manu, Te Uri Raewera, Te Uri Karaka	Sat 17 Feb 2024 (Te Rā o Pomare)	Karetu Marae	131	n/a
	Sun 3 Mar 2024	Online	31	n/a
	Sat 16 Mar 2024	Auckland	18	n/a
	Sat 16 Mar 2024	Auckland	17	n/a
	Wed 27 Mar 2024	Online	17	n/a
	Tue 16 Apr 2024	Karetu Marae	12	n/a
	Wed 17 Apr 2024	Online	19	n/a
	Sat 4 May 2024	Karetu Marae	70	n/a
Ngāti Torehina ki Matakā	Sat 17 Feb 2024	Conifer Grove School, Takanini	15	n/a
	Sat 24 Feb 2024	St James Hall - Kerikeri	5	n/a
	Sun 31 Mar 2024	Wharengaere Beachfront marquee	77	77 – including two TPK observers

124. Ngāti Torehina ki Matakā also held a hui on 6 January 2024, however this was not counted as an official mandate information and voting hui.

### *Mandate voting resolution*

125. The following mandate voting resolution was put to all members of the claimant community aged 18 years or over (and in the case of Ngāti Manu this was extended to whānau of all ages present in the whare) that attended mandating information and voting hui or through voting packs sent to those on the Ngā Hapū Te Whakaaetanga registers:

*"The acceding hapū of Te Whakaaetanga Trust established by Deed dated 14 January 2023 (collectively referred to as "Ngā Hapū Te Whakaaetanga") mandate Te Whakaaetanga Trust to represent them in negotiations with the Crown in respect of the comprehensive settlement of all of Ngā Hapū Te Whakaaetanga historical Te Tiriti o Waitangi claims and further mandate Te Whakaaetanga Trust to present an initialled Deed of Settlement to Ngā Hapū Te Whakaaetanga for ratification prior to a Deed of Settlement being signed."*

## *Mandate voting results*

126. The mandating resolution was passed by a significant majority of the claimant community who participated in the mandate process, as shown in the figures below:

### **Ngāti Manu**

Total number of members attended a hui	315
Total number of eligible voters attended the voting hui	70
<b>Overall Result</b>	<b>100% voted Āe</b>

### **Ngāti Torehina ki Matakā**

Total number of members attended a hui	78
Total number of eligible voters attended the voting hui	54
<b>Overall Result</b>	<b>100% voted Āe</b>

### **Patukeha**

Total number of members who voted	350
Total number of members who voted Āe (yes)	334
Total number of members who voted Kao (no)	16
<b>Overall Result</b>	<b>95.43% voted Āe</b>

### **Ngāti Kuta**

Total number of members attended a hui	298
Total number of members who voted	365
Total number of members who voted Āe (yes)	352
Total number of members who voted Kao (no)	13
<b>Overall Result</b>	<b>96.44% voted Āe</b>

127. Ngāti Kuta and Patukeha elected to use Electionz for hapū voting, therefore had a much larger voter reach and return. Ngāti Manu and Ngāti Torehina ki Matakā elected to use a

process reflecting their own respective hapū tikanga, which obliges members to demonstrate their commitment through being physically present to vote. Both Ngāti Manu and Ngāti Torehina ki Matakā produced a unanimous voter response of Āe/Yes from their members.

128. The results have clearly signalled that the members of Nga Hapū Te Whakaaetanga have confidence that Te Whakaaetanga can fairly represent their interests, and some of this can be credited to Te Whakaaetanga’s openness to incorporate Te Ao Māori and Tikanga and to whakamana Ngā Hapū Te Whakaaetanga to lead.

Matters raised during the Deed of Mandate submission process

129. Te Whakaaetanga sought feedback on a draft Deed of Mandate, which was published online on 21 September 2024, and provided by Ngā Hapū Te Whakaaetanga via their available websites and current methods of notification such as social media and emails. The submissions process closed on 27 October 2024. Te Whakaaetanga has considered the feedback on the mandating process and is addressing the issues raised.

130. The Crown facilitated the submissions process, and ran advertisements in six national and regional papers, as well as regular advertisements on 21 iwi radio stations. A copy of the newspaper advertisement can be found at **Appendix 14**. All submissions were sent directly to the Crown, and were sent on to Te Whakaaetanga for consideration.

131. A total of fifty-four (54) submissions were received. Of the submissions received, thirty-nine (39) submissions were in support and twelve (12) opposed. Three (3) submissions made observations and neither supported nor opposed the draft Deed of Mandate.

132. An overview of the submissions is below:

Hapū	Support	Oppose	Other
Patukeha	19	2	0
Ngāti Kuta	2	6	0
Ngāti Torehina ki Matakā	16	0	0
Ngāti Manu and associated hapū	0	0	0
Other	2	4	3

133. Te Whakaaetanga has considered the submissions and Trustees are undertaking ongoing engagement with their respective hapū members to respond to the matters raised.

### *Key themes raised during submissions process*

#### *Overlapping interests*

134. Several submissions raised concerns about overlapping interests with Te Whakaaetanga hapū and requested hui to discuss respective interests or the Te Whakaaetanga mandate process. Te Whakaaetanga have begun engagement with these groups and these conversations will be ongoing throughout the Te Whakaaetanga Treaty settlement process.

#### *Whakapapa matters*

135. Several submissions raised concerns about the draft Te Whakaaetanga claimant definition. Te Whakaaetanga and the Crown agree that matters relating to whakapapa are best discussed internally between hapū and hapū members. Te Whakaaetanga acknowledge these matters need to be worked through over time.
136. The claimant definition may change during the Treaty negotiations process to reflect discussions with groups and any updates.

#### *Claimant matters*

137. Several submissions raised concerns about the inclusion of certain Wai claims in the Deed of Mandate, the inclusion of particular tūpuna in the claimant definition, as well as concerns regarding transparency, the mandate process and protection of information on hapū registers.
138. Te Whakaaetanga acknowledge the concerns expressed and Trustees have engaged with submitters on how best they can address the issues raised.
139. Other submitters raised concerns about the impact that the Deed of Mandate might have on their respective whānau trust deeds. Trustees have advised submitters the Deed of Mandate will not override the constitutions and deeds of other existing Māori land or whānau trusts or the processes that each of those entities have in their respective constitutions.

### *Crown processes*

140. Several submissions concerned Crown policy and processes, particularly in relation to funding, settling Wai claims on an individual basis, communication of voting outcomes, and concerns about the implications of entering Treaty settlement processes to settle historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Te Whakaaetanga worked with the Crown to enable appropriate responses to questions about Crown processes and will continue this communication throughout the Treaty negotiations.

### *Te Whakaaetanga Trust's ongoing commitment to address these matters*

141. Te Whakaaetanga acknowledges the concerns and matters raised during the Crown-facilitated submissions process. Te Whakaaetanga are committed to addressing these concerns in a matter that is consistent with the guiding principles of Te Whakaaetanga and aligns with Ngā Hapū Te Whakaaetanga tikanga.



## List of Appendices

1. Ngā Hapū Te Whakaaetanga Areas of Ahikaatanga (subject to change)
2. Te Whakaaetanga Trust Deed (January 2023)
3. Te Whakaaetanga Mandate Strategy (December 2023)
4. Crown Letter Endorsing Mandate Strategy
5. Te Whakaaetanga Trust Mandate Hui Advertisement
6. Te Whakaaetanga Trust Mandate report 2024
7. Ngāti Manu Mandating Hui report
8. Patukeha Mandating Hui report
9. Ngāti Kuta Mandating Hui report
10. Ngāti Torehina ki Matakā Mandating Hui Report
11. Te Puni Kōkiri independent observer notes for Ngāti Torehina ki Matakā voting hui
12. Ngā Hapū Te Whakaaetanga Mandate Information Pack
13. Te Whakaaetanga Trust Mandating presentation
14. Advertisement inviting submissions on Te Whakaaetanga Trust draft Deed of Mandate