Ngāti Maru

Deed of Mandate

Presented by

Te Rūnanga o Ngāti Maru Trust

March 2016

Ngāti Maru

Deed of Mandate

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Waitaraiti kei raro
Mangaehu kei runga
Tatū ki te raki
Te Ihuwaka ki te tonga

Ko ngā awa honohono i ēnei tongi
Ko Taramoukou, Manganui, Pātea ki te hauāuru
Tāngāhoe ki uta, Whanganui, Tangarākau, Heao ki te rāwhiti

Ko te tupuna tuitui ko Waewaeroa
Kei roto I ēnei huahanga
Ngā whenua, ngā awa, ngā wairere, ngā puke teitei
Ngā koiwi o ngā tupuna
Otira ngā taonga katoa o Ngati Maruwharanui

Haumi e hui e tāiki e!

Ngāti Maru

Deed of Mandate

1. The Purpose of this Deed of Mandate

1.1. This Deed of Mandate formally demonstrates that Te Rūnanga o Ngāti Maru Trust (**Te Rūnanga**) has obtained a durable mandate to represent the people of Ngāti Maru in negotiations with the Crown for the comprehensive settlement of all the historical Treaty claims of Ngāti Maru (Taranaki).

1.2. Te Rūnanga, on behalf of the people of Ngāti Maru, seeks to enter into direct settlement negotiations with the Crown for the comprehensive settlement of all registered and unregistered Ngāti Maru historical Treaty claims. Te Rūnanga submits this Deed of Mandate to be recognised by the Crown in order for negotiations to formally commence.

2. Introduction

2.1. Te Rūnanga was constituted by order of the Māori Land Court on the 15th January 2010. This was the result of a hui-ā-iwi and a postal vote where members of Ngāti Maru expressed their support for Te Rūnanga to be established. It was envisaged that Te Rūnanga would replace the interim representative body - Ngāti Maru Wharanui Pukehou Trust (the Marae Trust). It was further envisaged that Te Rūnanga would be the representative body for Ngāti Maru. As per the Deed of Trust, Te Rūnanga was established to represent the interests of Ngāti Maru on all matters including negotiations with the Crown in relation to the Treaty of Waitangi claims. To this end, Te Rūnanga is actively in pursuit of a Crown-recognised Deed of Mandate.

3. Ngāti Maru Claimant Definition

3.1. Te Rūnanga seeks to represent the collective group of individuals known as Ngāti Maru. Maruwharanui is a prominent ancestor of Ngāti Maru, however, we recognise that not all Ngāti Maru descend from him, but are included through the list of hapū and the recognised ancestors of the hapū.

3.2. Te Rūnanga seeks to represent every whanaū, hapū or group of Ngāti Maru including:

a. Ngāti Maruwharanui

b. Ngāti Hinemōkai;

c. Ngāti Te Ika;

d. Ngāti Kui;

e. Ngāti Kōpu/Kōpua;

f. Ngāti Tamatāpui;

g. Ngāti Tamakehu; and

h. Ngāriki.

3.3. Please note that due to ongoing research by Te Rūnanga on the tribal register and the ongoing development of the claimant definition for Treaty settlement purposes, two hapū, Ngāti Maruwharanui and Ngāti Tamakehu, have been added to the list of hapū and will be covered by this mandate.

4. Marae

4.1. Ngāti Maru has one active marae, Te Upoko o te Whenua, also known as Pukehou or Tarata Marae.

4.2. Some members of Ngāti Maru have close associations with neighbouring iwi marae such as Ōwae, Kairau, Kohangamoa and Whakaahurangi, but these are not recognised as Ngāti Maru marae.

4.3. There were numerous historical marae, pā sites and settlements. These include, but are not limited to: Te Whakaurunga, Te Nau, Ngamataniho, Pohokura, Tahoraparoa, Tahereaka, Mangaone, Piwaenui, Maireriki, Mangaotuku, Te Toke, Te Arapoto, Whitianga, Pitawa, Tukehu, Tukituki, Paiaka, Manutangihia, Whaititanga, Tarakihi. Makahikatea, Mangawhata, Takanganui, Otikope, Puketapu, Purangi, Moehuru, Ngakorako, Pukemahoe and Pohohita.

5. Area of Interest

5.1. The Ngāti Maru area of interest is **attached and marked 'A'**.

6. Overlapping Interests

6.1. Te Rūnanga acknowledges our neighbours and potential overlapping interests with them. These groups are:

a. Ngāti Maniapoto;

b. Ngāti Mutunga;

c. Ngāruahine;

d. Ngāti Ruanui;

e. Ngā Rauru Kītahi;

f. Ngāti Tama;

g. Te Ātiawa;

h. Taranaki Iwi; and

i. Whanganui Iwi.

7. Comprehensive negotiations

7.1. Te Rūnanga seeks to negotiate and settle all the historical Treaty claims of Ngāti Maru, whether registered with the Waitangi Tribunal or not, for Crown breaches of the Treaty of Waitangi that occurred prior to 21 September 1992.

7.2. The claims to be settled in full are:

a. Wai 136; and

b. Wai 1609.

7.3. The claims to be settled so far as the relate to Ngāti Maru are:

a. Wai 54;

b. Wai 131;

c. Wai 139;

d. Wai 583; and

e. Wai 889 (historical aspects only).

8. The Mandated Body

Structure

8.1. The mandated body for the purposes of the negotiations is Te Rūnanga. Te Rūnanga is an existing Whenua Topu Trust established in 2010 under Te Ture Whenua Māori Act 1993.

8.2. We consider that Te Rūnanga achieved a mandate to represent Ngāti Maru in settlement negotiations through a process that was fair, open and transparent. The mandate process is outlined at section 12.

Key Governing Documents

8.3. A copy of Te Rūnanga's Trust Deed (**Trust Deed**) is **attached and marked 'B'**. The Trust Deed has been examined by the Office of Treaty Settlements (**OTS**).

Trustees

8.4. The process for representation, replacement and removal of trustees is provided for in the Trust Deed.

8.5. The trustees were elected pursuant to the process outlined in the Second Schedule of the Trust Deed (see sections 6.1, 6.3(b), 7.2 and 7.3 of the Trust Deed). Te Rūnanga engaged a third party election company, Electionz.com, to run the elections in accordance with the Trust Deed requirements. The trustees that were elected and confirmed by the Māori Land Court on 12 June 2015 are[1]:

a. Holden Hohaia (Chair);

b. Glenn Peri (Deputy Chair);

c. Te Aroha Woods;

d. Karl Burrows;

e. Tamzyn Pue;

f. Kiriana Burrows; and

g. Jordon Wansbrough.

8.6. A description of the election process and copies of the notices of elections with the subsequent court order of approval is **attached and marked 'C'.**

[1] On 12 June 2015 the Māori Land Court confirmed Glenn Peri, Karl Burrows, Kiriana Burrows, Te Aroha Wood and Jordan Wansbrough. Due to a challenge lodged against the election of Holden Hohaia and Tamzyn Pue the Judge ordered that the status quo remain. Holden and Tamzyn will therefore remain as Court-appointed trustees until the Māori Land Court can investigate the matter further.

8.7. As per section 3.1 of the Second Schedule of the Trust Deed no trustee shall hold office for more than three years without facing re-election.

Accountabilities

8.8. The representative body is required by law to act within the constraints of the Trust Deed. The Second and Third Schedules of the Trust Deed sets out:

a. the powers of the trustees;

b. the process by which trustees are elected;

c. the manner in which decisions are made; and

d. the manner in which the trustees are accountable to the beneficiaries.

8.9. Te Rūnanga will, wherever possible, seek the views of the people of Ngāti Maru in terms of how it conducts Treaty settlement negotiations.

8.10. Te Rūnanga, as the mandated organisation, will have overall responsibility for reporting back to the people of Ngāti Maru to ensure its mandate is kept current. Te Rūnanga will report to the people of Ngāti Maru to keep them updated on the progress of negotiations in the following ways:

a. at 3 x yearly, publicly advertised, hui-ā-iwi;

b. at the Annual General Meeting (AGM), as required by the report disclosure and reporting requirements in sections 7.3 and 8.1 of the Trust Deed;

c. when a milestone is reached in negotiations;

d. in a monthly e-newsletter; and

e. website updates.

8.11. Te Rūnanga will sign off on all important documents (such as Terms of Negotiation, Agreement in Principle, and a draft Deed of Settlement). In regards to the Deed of Settlement, Te Rūnanga will be required to present an initialled Deed of Settlement to the people of Ngāti Maru for their ratification. A voting process will be required at this stage.

8.12. This Deed of Mandate will give Te Rūnanga the authority to enter into negotiations with the Crown to develop an initialled Deed of Settlement (**iDOS**). Te Rūnanga will

then present the iDOS together with a proposal for a Post-Settlement Governance Entity to Ngāti Maru for approval and ratification.

Dispute resolution

8.13. Te Rūnanga shall, in good faith, take all reasonable steps to resolve any dispute internally that may arise in connection with the negotiations and/or the settlement process.

8.14. As per section 22 of the Trust Deed, should a dispute of any kind arise the dispute must be submitted to Te Rūnanga in writing and Te Rūnanga shall acknowledge receipt of the dispute in writing within 10 working days of the date of receipt.

8.15. If a dispute is referred to Te Rūnanga a Disputes Committee shall be appointed by Te Rūnanga to consider the Trust. The Disputes Committee shall consist of three trustees and two Kaumatua Kauniherea.

8.16. Where a dispute relates to registration, the members of the Disputes Committee must not have been members of the Whakapapa Validation Committee that considered the registration application.

8.17. Te Rūnanga may remove and replace members of the Disputes Committee at their discretion.

8.18. The role of the Disputes Committee is to facilitate the resolution of, or failing resolution to make findings on, the relevant dispute.

8.19. No findings or decisions of the Disputes Committee shall be binding on the parties to the dispute, including Te Rūnanga.

8.20. Te Rūnanga shall notify its decision, together with any reasons, and the findings of the Disputes Committee, in writing to all parties to the dispute.

9. Negotiators

9.1. Negotiators will be contracted by Te Rūnanga to negotiate the comprehensive settlement of all the historical Treaty claims on behalf of Ngāti Maru (which will be subject to iwi ratification).

Appointment and Removal

9.2. Up to three negotiators will be appointed with specialist advisors brought in as required.

9.3. Appointment and removal of negotiators will be carried out by Te Rūnanga.

9.4. Negotiators will be appointed subject to a contract with specified performance criteria and limited term, allowing for review and renewal at the discretion of Te Rūnanga.

9.5. Negotiators will be chosen for their knowledge and expertise in a wide range of areas, including but not limited to: knowledge of Ngāti Maru history, Treaty claim processes, and relevant commercial expertise (particularly land and property investment). The key attribute of a negotiator will be the ability to negotiate clearly with the Crown and communicate with the iwi, and in particular to have the trust and respect of the people of Ngāti Maru.

9.6. Te Rūnanga shall have the discretionary power to remove negotiators where appropriate.

Accountabilities

9.7. Negotiators will be bound by the terms of negotiation (which are yet to be agreed). In addition, they will be required to comply with all reasonable requests made by Te Rūnanga and/or the people of Ngāti Maru.

9.8. Negotiators will be subject to regular review to ensure all contractual terms are met. Te Rūnanga shall develop terms of reference which shall define the scope of negotiations.

9.9. Negotiators will be held accountable to Te Rūnanga and will report to Te Rūnanga on a regular basis.

9.10. Negotiators will report to the people of Ngāti Maru by reporting their progress (subject to confidentiality requirements) at specifically called hui-ā-iwi, via email communication and on social media platforms as appropriate.

Scope

9.11. Generally speaking, negotiators will be authorised to negotiate, consider, and provide feedback on a proposed settlement package for Ngāti Maru.

10. Financial Accountability and Claimant Funding

10.1. Te Rūnanga acknowledges Crown funding requirements and policies and has requested to have input into determining the claimant funding that Ngāti Maru will receive.

10.2. Te Rūnanga will develop a claimant funding management plan that sets out:

a. the basis/limits on financial spending including negotiators fees, hourly rates for employees and travel and accommodation allowances; and

b. a budget that sets out where the funds will be needed to ensure that the claimant funding lasts for the duration of the negotiations, taking into account that the latter half of the process is generally more costly.

10.3. Te Rūnanga will manage claimant funding on behalf of Ngāti Maru and will be accountable to the people of Ngāti Maru. This includes:

a. informing the people of Ngāti Maru on the claimant funding management policy; and

b. disclosing the manner in which the claimant funding is being managed and reported to the people of Ngāti Maru, including updates at hui ā-iwi and/or in regular newsletters.

10.4. Te Rūnanga will undertake an annual independent review of negotiation related financial statements and provide the review to OTS. The submission of an annual review and supporting documentation provides assurance to both OTS and the people of Ngāti Maru that the funding releases to Te Rūnanga are being used appropriately.

10.5. Te Rūnanga will maintain a separate bank account for claimant funding receipts and negotiation expenses. Any change of bank account will be notified immediately.

10.6. Other sources of funding, such as Crown Forestry Rental Trust funding, will be kept in a different bank account from the Crown negotiations and claimant funding account.

10.7. Expenses claimed against the Crown claimant funding will not be claimed against other sources of funding (and vice versa).

10.8. Te Rūnanga will develop a transparent and accountable claimant funding management process that describes who will control the funding, how it will be controlled and how the funds will be used. For example:

a. the process to approve invoices and payment of invoices;

b. a reporting mechanism for all incoming revenue/receipts and expenses/payments (i.e. an income statement that lists transactions of all incoming receipts and payments, purpose and cost category; and

c. when and how the annual review of the mandated representatives' negotiation-related financial statements (bank account and transactions) will take place.

11. The Tribal Register

11.1. In November 2012, interim trustees were appointed to Te Rūnanga by the Māori Land Court and tasked with:

a. reviewing the Ngāti Maru membership register; and

b. holding fresh trustee elections.

11.2. The register of members for Ngāti Maru is covered under sections 1.1, 3.1 and 4.1 of the First Schedule of the Trust Deed. These provisions require Te Rūnanga to maintain a register of members of Ngāti Maru and to follow a process for applicants to become members, including the establishment of a Whakapapa Validation Committee.

11.3. At a hui-ā-iwi held on 10 August 2013, Te Rūnanga was directed to fund historical research on Ngāti Maru whakapapa in order to provide a solid basis for registrations. A Tūpuna List was developed based on Archival Data (Native Land Court Lists of Owners, Electoral Roles, Crown Grants and Ngāti Maru petitions to Parliament) between the periods 1880-1920. A copy of the Tūpuna List is **attached and marked 'D'**.

11.4. The Tūpuna List consists of the first and second generations of descent from Ngāti Maru Tūpuna at 1840.

11.5. All registered members must show a connection, through descent, to a tūpuna on the Tūpuna List.

11.6. A review of all registrations was undertaken and those registrations that did not provide whakapapa, or that were not clearly identifiable as Ngāti Maru by descent to

a tūpuna on the Tūpuna List, were notified in writing and asked for more information to show their connection.

11.7. The methodology followed in compiling the Tūpuna List is set out in a report to the Māori Land Court entitled Ngāti Maru: "Mana Tangata" and is **attached and marked 'E'**.

11.8. Te Rūnanga has appointed a Registrar and developed an online registration system to simplify and improve accessibility.

11.9. The Registrar has undertaken research into the descendants of all tūpuna on the list and is actively engaging and inviting current descendants to register.

12. The Mandating Process

12.1. Te Rūnanga produced a formal mandate strategy in 2012 in consultation with the Crown. A copy of the Crown endorsed mandate strategy is **attached and marked F**.

12.2. The mandate strategy was endorsed by the Crown in July 2015. A copy of the letter from the Crown endorsing the mandate strategy is **attached and marked G**.

12.3. Te Rūnanga are working closely with Crown officials from the Office of Treaty Settlements and Te Puni Kōkiri during the mandate process. The Crown was consulted and provided feedback on key publications and documents, including the mandate strategy, newspaper advertisements and mandate hui agendas and presentations.

12.4. Te Rūnanga considered all feedback provided by the Crown on the above publications and documents. Amendments were made where necessary to ensure the final mandate strategy, newspaper advertisements and mandate hui agendas and presentations met Crown requirements.

Mandate Hui

12.5. Te Rūnanga held three mandate hui in August 2015, details of those mandate hui are as follows:

a. Sunday 9 August 2015, at 10am – Tarata Marae (Taranaki);

b. Monday 10 August 2015, at 6pm – Ngapuwaiwaha Marae (Taumarunui); and

c. Saturday 15 August 2015, at 10am – Waiwhetu Marae (Wellington).

12.6. The purpose of the mandate hui was to obtain a mandate from the people of Ngāti Maru to enter into settlement negotiations with the Crown. This mandate has been obtained from, and on behalf of, the people of Ngāti Maru.

12.7. The three hui locations were chosen on the basis that the largest concentration of our registered members is in the wider Taranaki region, including Whanganui and Taumarunui. For this reason we held two hui in the wider Taranaki-Taumarunui region. The next highest concentration of Ngāti Maru is in the wider Wellington region and so our third hui was held at Waiwhetu Marae in Wellington.

Advertisements and Publicity

12.8. In order to provide adequate and informed notice to as many Ngāti Maru people as possible, the mandate hui were advertised in the following newspapers a full 22 days prior to the first mandating hui held at Tarata Marae on Sunday 9 August 2015:

a. Dominion Post on 18 July 2015.

b. New Zealand Herald on 18 July 2015; and

c. Taranaki Daily News on 18 July 2015.

12.9. Te Rūnanga notified Ngāti Maru members through email and notices on Te Rūnanga website, social media channels and local radio stations.

12.10. Copies of the mandate hui advertisements placed in the above newspapers are **attached and marked 'H'**.

Procedure Followed at the Mandate Hui

12.11. A standard presentation was given at all three mandate hui. A copy of the hui presentation is **attached and marked 'I'**. A copy of the Crown-approved presentation can be found online at www.ngatimaru.co.nz.

12.12. The presentation covered the following areas:

a. historical claims;

b. the mandate proposal;

c. the identity of the body seeking a mandate; and

d. the structure and accountabilities of the mandate body.

12.13. The presentation also made clear that the settlement negotiations will be comprehensive.

Record Keeping

12.14. Independent observers from Te Puni Kōkiri were present at all three mandate hui. Copies of the independent observer reports prepared by Te Puni Kōkiri are **attached and marked 'J'.**

12.15. Attendance registers were also taken at all three mandate hui. The attendance registers are **attached and marked 'K'**.

Voting on the resolution

12.16. The following resolution was put to all Ngāti Maru members aged 18 years and over:

Te Rūnanga o Ngāti Maru Trust is mandated to represent Ngāti Maru (Taranaki) in negotiations with the Crown for the comprehensive settlement of all the historical Treaty claims of Ngāti Maru (Taranaki).

12.17. Voting was administered by an independent elections company, Electionz.com. Voting on the above resolution was by:

a. secret ballot, available at all three mandate hui; or

b. postal ballot, including online voting options.

12.18. An opportunity to vote by special vote was available for any unregistered Ngāti Maru iwi members aged 18 years and over.

12.19. Special votes could be issued at mandate hui and could either be completed at the mandate hui, or posted to the Registrar.

12.20. Special votes only became valid once whakapapa had been confirmed by the Whakapapa Validation Committee.

12.21. Information packs and voting forms were sent to all registered Ngāti Maru members at the same time that mandate hui were advertised.

13. Voting Results

13.1. A total of 308 votes were received from 858 eligible voters.

13.2. Te Rūnanga received 280 votes (90.91%) in support of the resolution and 28 votes (9.09%) against the resolution.

Questions and Concerns

13.3. There were no substantial objections raised at the mandate hui.

13.4. Attendees were overwhelmingly supportive of the proposal that Te Rūnanga move forward with the Treaty settlement process and that Te Rūnanga be endorsed to represent the people of Ngāti Maru.

14. Removing or Amending the Mandate

14.1. In order to remove or amend Te Rūnanga's mandate, the same process as set out in section 12 of the Deed of Mandate must be followed.

14.2. Any issues or concerns regarding Te Rūnanga's mandate, that propose the amendment or removal of Te Rūnanga's mandate, must first be addressed through the disputes resolution process outlined in section 8 of the Deed of Mandate.

14.3. If the above issues or concerns are not resolved through the disputes resolution process then a special meeting can be called to determine whether the mandate process, as set out in section 12 of the Deed of Mandate, should be commenced to remove or amend Te Rūnanga's mandate.

14.4. A quorum of 50 Ngāti Maru members, registered or unregistered, is required to call a special meeting.[2]

14.5. Notice of this meeting will be sent to all registered members of Ngāti Maru as well as advertised in a national and two provincial newspapers.

14.6. Voting will be on whether to commence the mandate process, as set out in section 12 of the Deed of Mandate, to remove or amend the mandate.

[2] Unregistered members may be subject to a whakapapa validation process.

14.7. Voting will be for all registered and unregistered Ngāti Maru members aged 18 years and over.

14.8. An opportunity to vote by special vote will be provided for any unregistered Ngāti Maru members and will be subject to meeting the requirements of the Whakapapa Validation Committee.

14.9. A 75% majority vote is required in order to commence the mandate process to amend or remove Te Rūnanga's mandate.

14.10. If a 75 % majority vote is not reached but there remain concerns or issues with the mandate, Te Rūnanga will consult with the Office of Treaty Settlements and will address these concerns and issues.

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SIGNED

Holden Hohaia

Chairman of Te Rūnanga o Ngāti Maru Trust