

**RANGITĀNE SETTLEMENT  
NEGOTIATIONS TRUST**

**and**

**THE CROWN**

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**TERMS OF NEGOTIATION**

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**August 2012**

TERMS OF NEGOTIATION BETWEEN THE RANGITĀNE SETTLEMENT NEGOTIATIONS TRUST AND THE CROWN

**Rangitāne o Tamaki Nui-ā-Rua**

*Ko Ruahine te maunga*

*Ko Manawatū te awa*

*Ko Kurahaupō te waka*

*Ko Rangitāne te iwi*

*Ko Ngāti Te Rangihaka-ewa te hapū matua*

*Ko Tamaki Nui ā Rua te takiwa*

**Rangitāne o Wairarapa**

*Ko Rangitumau te maunga*

*Ko Ruamahanga te awa*

*Ko Kurahaupō te waka*

*Ko Rangitāne te iwi*

*Ko Ngāti Hāmua te hapū matua*

*Ko Te Oreore te marae*

*Tihei mauri ora, ki te wahi ao, ki te ao mārama. Tēnei ka mihi ki te hunga kua tini whetūrangitia i roto i ngā tau. E koro mā, e kui mā, he taumata anō tēnei e ekea nei, kia tata mai te whakataunga o ā koutou take me ā koutou manawapā nō roto i ngā tau. Kia whakamaua te pae tata nei, hei reira ka whai atu i te pae tawhiti. Tātau e takatū nei hei urupā ora mō rātau mā, tēnā anō tātau.*

**1.0 Parties to these Terms of Negotiation**

1.1 The parties to these Terms of Negotiation are the **Rangitāne Settlement Negotiations Trust** (“the Trust”), on behalf of Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua (“Rangitāne”), as defined in clause 7.0, and the **Crown**, as defined in clause 9.0.

**2.0 Background**

2.1 These settlement negotiations have evolved out of the Waitangi Tribunal hearing process. Rangitāne chose to have their claims heard by the Waitangi Tribunal prior to entering into direct negotiations with the Crown. The hearing process finished in 2005, with the completed Tribunal Report being presented to claimants on 26 June 2010 at Te Ore Ore Marae, Masterton.

2.2 The Trust was established on 16 August 2010. In order to enter into direct negotiations with the Crown, both Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua agreed to work together to form the Trust for the sole purpose of the negotiation and settlement of the Rangitāne Te Tiriti o Waitangi/Treaty of Waitangi claims.

2.3 Since the completion of the Waitangi Tribunal hearings, Rangitāne have held pre-mandate discussions with Crown officials regarding settlement negotiations. Mandate hui were completed in January and February 2011 and the Deed of Mandate for the Trust was formally recognised by the Crown on 11 October 2011.

### **3.0 Purpose of the Terms of Negotiation**

3.1 These Terms of Negotiation:

- (a) set out the scope, objectives, general procedures and “ground rules” for the formal discussions the parties will conduct in order to settle the Historical Claims (as defined in clause 8.0) of both Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua;
- (b) record the intentions of the parties regarding the negotiations process, including the intention to negotiate in good faith, confidentially and without prejudice; and
- (c) are not legally binding and do not create a legal relationship. However, the Rangitāne Settlement Negotiations Trust and the Crown acknowledge that each expects the other to comply with the terms set out in this document during negotiations.

### **4.0 Guiding Principles**

4.1 The parties agree to the following guiding principles for the negotiation of the Rangitāne Historical Claims:

- (a) Good faith;
- (b) Without prejudice;
- (c) Constructive working relationship;
- (d) Mana Orite;
- (e) High standards of integrity;
- (f) Transparent dealings;
- (g) Recognition of individual mana and interests; and
- (h) No surprises.

4.2 To the extent necessary and consistent with clause 7.13 of the Deed of Mandate, the Trust confirms, and the Crown acknowledges, that the following tikanga shall guide the Trust in its interpretation of the guiding principles in clause 4.1 above:

- (a) Rangitānetanga;
- (b) Mana Whenua and Mana Moana;
- (c) Whakapapa;
- (d) Manaakitanga;
- (e) Aroha;
- (f) Turangawaewae; and
- (g) Kotahitanga, but acknowledgement of individuality.

## 5.0 Objectives of the Negotiations

5.1 The parties agree that the primary objectives of the negotiations will be to negotiate, in good faith, a settlement of the Rangitāne Historical Claims that:

- (a) is comprehensive, final, durable and fair in the circumstances;
- (b) will not:
  - (i) diminish, or in any way affect, any rights that Rangitāne may have arising from Te Tiriti o Waitangi/the Treaty of Waitangi and its principles, except to the extent that claims arising from those rights are settled; or
  - (ii) extinguish or limit any aboriginal or customary rights that Rangitāne may have.
- (c) recognises the nature, extent and injustice of breaches of the Crown's obligations to Rangitāne under Te Tiriti o Waitangi/the Treaty of Waitangi and its principles and where appropriate, acknowledges the effect that these breaches have had on the economic, social, cultural and political wellbeing of Rangitāne;

- (d) provides a platform to assist Rangitāne in developing their economic base. The Crown acknowledges that Rangitāne view the settlement as a means of enhancing their cultural, social, political and economic development;
- (e) enhances the ongoing relationship between the parties (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise);
- (f) demonstrates and records that both parties have acted honourably and reasonably in negotiating the settlement;
- (g) includes an historical account agreed between the Crown and Rangitāne which accurately reflects the Crown's breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and other Crown actions which have prejudiced Rangitāne; and
- (h) restores the faith and trust of Rangitāne in the Crown and restores the honour of the Crown.

5.2 The Crown acknowledges that Rangitāne aims to ensure that the settlement also:

- (a) provides a platform for affirming the identity, mana and mana whenua of Rangitāne;
- (b) facilitates the enhancement of relationships between Rangitāne and local government;
- (c) helps remove the sense of grievance and restores the relationship between Rangitāne and the Crown based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; and
- (d) does not affect any decision, proposal or report of Te Ohu Kaimoana either under the Māori Fisheries Act 2004 or in respect of the "Fisheries" Deed dated 23 September 1992.

## **6.0 Definition of Rangitāne Settlement Negotiations Trust**

6.1 The mandated body for the purposes of the negotiations is the Trust. The Trust is a charitable trust incorporated as a Board under the Charitable Trusts Act 1957 and registered under the Charities Act 2005.

6.2 The Trust is the representative body mandated by Rangitāne (as noted under clause 10.0), comprising of representatives from Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua.

6.3 The Trust was established by the Rūnanga representing Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua respectively as a new single purpose entity designed specifically to hold the mandate on behalf of the Rangitāne people.

## 7.0 Definition of Rangitāne

7.1 Rangitāne means:

- (a) the collective group comprised of persons who descend from a Rangitāne ancestor; and
- (b) every whanau, hapū or group to the extent that it is composed of persons referred to in clause 7.1 (a), including the hapu of Rangitāne; and
- (c) the hapū, Te Hika o Pāpāuma (as described at clause at Appendix A); and
- (d) every individual referred to in 7.1 (a).

7.2 For the purposes of clause 7.1(a):

- (a) a person is descended from another person if the first person is descended from the other by:
  - (i) Birth;
  - (ii) Legal adoption; or
  - (iii) Whāngai, Māori customary adoption, in accordance with Rangitāne tikanga;
- (b) Rangitāne ancestor means an individual who:
  - (i) exercised customary rights by virtue of being descended from:
    - (A) Rangitāne; and
    - (B) A recognised ancestor of any of the hapu of Rangitāne;

- (ii) exercised the customary rights predominantly in relation to the Rangitāne area of interest at any time after 6 February 1840.
- (c) Customary rights means rights according to tikanga Māori (Māori customs values and practices), including:
  - (i) rights to occupy land; and
  - (ii) rights in relation to the use of land or other natural or physical resources.
- (d) The hapū of Rangitāne o Wairarapa are:
  - (i) Ngāti Hāmua;
  - (ii) Ngāi Tamahau;
  - (iii) Ngāti Te Raetea;
  - (iv) Hineteorangi;
  - (v) Ngāti Mātangiuru;
  - (vi) Ngāti Te Hina;
  - (vii) Ngāti Te Whātui;
  - (viii) Ngāti Te Noti;
  - (ix) Ngāti Tangatakau;
  - (x) Ngāti Taimahu;
  - (xi) Ngāi Tūkoko (aho-rua);
  - (xii) Ngāti Te Atawhā (aho-rua);
  - (xiii) Ngāti Te Whakamana (aho-rua);
  - (xiv) Ngāti Meroiti (aho-rua);
  - (xv) Ngāti Hinetauira (aho-rua);
  - (xvi) Ngāti Tauiao (aho-rua); and

(xvii) Ngāti Moe (aho-rua).

(e) The hapū of Rangitāne o Tamaki Nui-ā-Rua are:

(i) Ngāti Rangiwihaka-ewa;

(ii) Ngāti Mutuahi;

(iii) Ngāti Pakapaka;

(iv) Ngāti Parakiore;

(v) Ngāti Hāmua;

(vi) Te Kapuārangi;

(vii) Ngāti Ruatotara;

(viii) Ngāti Rangitotohu (also has other hapū/iwi affiliations);

(ix) Ngāti Te Koro o Ngā Whenua;

(x) Ngāti Matetapu;

(xi) Ngāti Whakawehi; and

(xii) Ngāi Tahu (also has other hapū/iwi affiliations).

7.3 The hapū set out above generally align to the following marae:

(a) Te Ore Ore;

(b) Rangimarie;

(c) Pāpāwai;

(d) Hurunuiorangi;

(e) Mākirikiri;

(f) Kaitoki;

(g) Tahoraiti;

- (h) Whiti-Te-Rā (Poherau);
- (i) Pahiatua;
- (j) Te Ahu a Turanga(imua) (Woodville); and
- (k) Rakautatahi.

7.4 Some of the hapū listed at clauses 7.2 (d) and (e) above as Rangitāne hapū may also claim affiliations to other iwi groups, particularly Ngāti Kahungunu. Those Rangitāne hapū which have whakapapa connections to Ngāti Kahungunu are listed as aho-rua hapū. Individuals who whakapapa to those hapū through the eponymous ancestor, Rangitāne, fall within the claimant definition of Rangitāne. It is also acknowledged that some of the marae listed above in clause 7.6 may be claimed as Ngāti Kahungunu marae as well as Rangitāne marae.

7.5 In recent times the Trust has reflected on the definition of “Rangitāne” for the purposes of Treaty settlement negotiation documentation. The Trust was approached by representatives of Te Hika o Pāpāuma who sought to better define the special relationship between Rangitāne and Te Hika o Pāpāuma which they felt was not adequately captured in the definition of “Rangitāne” in the Deed of Mandate.

7.6 In consultation with the Crown, the Trust undertook an engagement process with representatives of Te Hika o Pāpāuma which culminated in the development of a new clause to better reflect the relationship between Rangitāne and Te Hika o Pāpāuma (“the relationship clause”). The relationship clause was discussed and adopted at an advertised hui-a-iwi held at Pāpāuma Marae on Sunday 17 June 2012. This relationship clause has also been added as an addendum to the Deed of Mandate. The relationship clause is attached as **Appendix A**.

7.7 Te Hika o Pāpāuma generally align to the following marae:

- (a) Te Aroha o Aohanga (Ōwahanga); and,
- (b) Pāpāuma (Ōwahanga).

7.8 The detail of the definition of Rangitāne may be developed further over the course of the negotiations for inclusion in any Deed of Settlement that may be agreed between the parties.

*Area of Interest*

7.9 Attached to these Terms of Negotiation as **Appendix B** is a map showing the area of interest claimed by Rangitāne. With regards to the area of interest depicted in Appendix B, Rangitāne also record the following interests not covered by the area of interest map:

- (a) Rangitāne claim historical interests in the Mangoira and Otumore blocks, and the south western corner of the Awarua block;
- (b) Rangitāne claim historical interests in Waipukurau, Porangahau and Waipawa, particularly at Te Tapairu (near Waipawa);
- (c) Rangitāne also claim interests in the small motu known as Parahaki which is located in the Manawatū River on the western side of the Manawatū Gorge.

7.10 Further investigation needs to be had as to the extent of the Rangitāne interests in these areas noted above at clauses 7.9(a) to 7.9(c) given their historical nature.

7.11 The Trust and the Crown will work further on the location of the northwest boundary line of the claimed area of interest from Ashurst along to the northwest side of Awahou North through to Umutoi in the north. The Trust has attempted to depict the western boundary of the following blocks which lay across both sides of the Ruahine Ranges: Ngamoko, Te Ohu, Piripiri, Umutaoroa and Tamaki.

**8.0 Historical Claims of Rangitāne**

8.1 Historial Claims:

- (a) means all claims made at any time (whether or not the claims have been considered, researched, registered or notified) by any Rangitāne claimant or any person or group representing Rangitāne that:
  - (i) are founded on a right arising from:
    - (A) Te Tiriti o Waitangi/the Treaty of Waitangi, or its principles;
    - (B) legislation;
    - (C) common law (including customary law and aboriginal title);
    - (D) a fiduciary duty; or

- (E) otherwise; and
  - (ii) arise from or relate to acts or omissions before 21 September 1992 either by, or on behalf of, the Crown or under legislation.
- (b) includes every claim to the Waitangi Tribunal to which clause 8.1(a) applies, including:
- (i) Wai 166 – Rangitāne o Tamaki Nui-ā-Rua (iwi wide) claim;
  - (ii) Wai 175 – Hutt Valley and Cape Palliser lands claim (Rangitāne o Wairarapa - iwi wide);
  - (iii) Wai 171 – Tautane and other blocks claim;
  - (iv) Wai 420 – Mataikona A2 claim;
  - (v) Wai 770 – Karaitiana Te Korou whānau claim;
  - (vi) Wai 943 – Ngāti Te Hore claim;
  - (vii) Wai 1008 – Anaru whānau claim;
  - (viii) Wai 1568 – Rangitāne o Tamaki Nui-ā-Rua claim relating to interests in the Southern Hawke’s Bay District;
  - (ix) Wai 1634 – Rangitāne o Tamaki Nui-ā-Rua claim relating to interests in Te Ahu a Turanga block, located West of the Ruahine and Tararua ranges; and
  - (x) Wai 2211 - Te Hiko claim by Tami Thompson.

8.2 For the avoidance of doubt, Historical Claims does not include:

- (a) Any applications for recognition of interests in the marine and coastal area which may be dealt with under the Marine and Coastal Area (Takutai Moana) Act 2011 (“MACA Act”). It is however acknowledged that the MACA Act does not prevent the parties negotiating cultural redress in the marine and coastal area as long as the redress negotiated does not undermine the integrity of the MACA Act in terms of recognition of rights relating to such areas;

- (b) Any claims that a member of Rangitāne or a whānau, hapū or group of Rangitāne may have, that is founded on a right arising as a result of being descended from an ancestor to whom clause 7.1 does not apply;
- (c) Wai 2299 – a claim filed by Lorene Fitzgerald on behalf of Ngāti Te Kapuārangi. This claim is part of the Porirua ki Manawatū District Inquiry and will not be settled as part of the Rangitāne Settlement Negotiations. The hapū identity Te Kapuārangi, referred to at clause 7.5(f) as a hapū of Rangitāne o Tamaki Nui-ā-Rua, relates to the Kapuārangi interests east of the Tararua/Ruahine ranges and within the Wairarapa ki Tararua District Inquiry. The Trust does not have the mandate to negotiate the interests of the separate hapū identity, Ngāti Te Kapuārangi, which has interests west of the Tararua/Ruahine ranges within the Porirua ki Manawatū District Inquiry;

8.3 The only exception to the position outlined above in clause 8.2(c) is the Rangitāne o Tamaki Nui-ā-Rua interests as outlined in the Wai 1634 claim. This claim relates to a small motu/island located in the Manawatū River and on the western side of the Manawatū Gorge, Parahaki. This is a discrete claim and it is generally acknowledged by Rangitāne o Manawatū, that Rangitāne o Tamaki Nui-ā-Rua have strong interests in this motu. For the avoidance of doubt, the Wai 1634 claim relates solely to this motu and, neither Rangitāne o Tamaki Nui-ā-Rua or Rangitāne o Wairarapa claim any other interests west of the area as outlined in the area of interest map attached as Appendix B.

8.4 With regards to clause 8.2(a) above, the Crown also acknowledges that the Rangitāne preference is to negotiate their Historical Claims in regards to the coastal and marine area directly with the Crown and that the parties will have ongoing discussions about this as the negotiations progress. These discussions may include Rangitāne following up on the opportunity afforded by the Waitangi Tribunal in its Wairarapa ki Tararua Report to seek further inquiry into this issue.

8.5 The parties acknowledge that the definition of Rangitāne Historical Claims includes those historical claims of Rangitāne only to the extent that they relate to Rangitāne as defined in clause 7.0.

## 9.0 Definition of the Crown

9.1 The Crown:

- (a) means the Sovereign in right of Aotearoa/New Zealand; and

- (b) includes all Ministers of the Crown and all government departments; but
- (c) does not include:
  - (i) an office of Parliament;
  - (ii) a Crown entity; or
  - (iii) a state enterprise named in the First Schedule to the State-Owned Enterprises Act 1986.

#### **10.0 Mandate to Negotiate**

- 10.1 The Trust's Deed of Mandate was formally submitted to the Crown on 18 July 2011. The Mandate was first advertised by the Office of Treaty Settlements on 6 August 2011.
- 10.2 On 11 October 2011, the Associate Minister of Māori Affairs and the Minister of Treaty of Waitangi Negotiations wrote to formally recognise the mandate of the Rangitāne Settlement Negotiations Trust. A copy of that letter is attached as **Appendix C**.
- 10.3 The Trust agrees to provide the Office of Treaty Settlements with a report on the state of its mandate every three months together with an overlapping claims report (as per clause 5.9 of the Deed of Mandate).
- 10.4 The Office of Treaty Settlements agrees to provide to the Trust copies of any correspondence it receives relating to the mandate of the Trust.
- 10.5 At the Trust's request, the Office of Treaty Settlements agrees to promptly provide the Trust with any relevant information, reports, or other documents relating to mandate which would be disclosed if the Trust were to make a request under the Official Information Act 1982.
- 10.6 If representation issues arise during negotiations that cannot be resolved by agreement within Rangitāne, the Crown will discuss a process to address those issues with the Trust.

#### **11.0 Subject Matter for Negotiation**

- 11.1 The parties will together agree on subject matters to be negotiated. Any party may raise for discussion subject matters in addition to those agreed on.
- 11.2 The list of subject matters to be discussed will include the following categories of redress:

- (a) the Crown's apology and acknowledgements;
- (b) cultural redress; and
- (c) financial and commercial redress.

11.3 The parties acknowledge that the Wairarapa ki Tararua Report released by the Waitangi Tribunal in 2011 contains discussion of issues relevant to the negotiations.

## **12.0 Process of Negotiations**

12.1 The parties agree to explore unique ways of expediting the settlement negotiations process. The parties will also continue to explore how the general process of negotiations, as outlined below, can be tailored to meet the needs of the parties. The parties agree that the general process of negotiations will include, but will not necessarily be limited to:

### *Letter of Agreement*

- (a) the signing of a Letter of Agreement which will outline the scope and nature, in principle, of the settlement redress which will be recorded in the Deed of Settlement;

### *Initialled Deed of Settlement*

- (b) the initialling of a Deed of Settlement by the parties. The Deed of Settlement will set out the terms and conditions of the settlement of the Historical Claims of Rangitāne;

### *Governance Entity*

- (c) the approval by the Crown, of a governance entity to represent Rangitāne, and to receive and manage the settlement redress;

### *Ratification*

- (d) the presentation by the Trust of the initialled Deed of Settlement to Rangitāne for ratification in a manner to be agreed by the parties. An approved governance entity structure will also be presented to Rangitāne for ratification in a manner to be agreed by the parties;

### *Deed of Settlement Signed if Ratified*

- (e) if the Deed of Settlement is ratified, the Trust will sign the Deed of Settlement on behalf of Rangitāne and a Crown representative will sign on behalf of the Crown;

*Governance Entity Establishment*

- (f) the establishment of the approved governance entity. This will only occur if Rangitāne ratify the governance entity to represent Rangitāne, and to receive and manage the settlement redress; and

*Settlement Legislation*

- (g) the passage of settlement legislation. The settlement of the Historical Claims of Rangitāne will come into effect once the settlement legislation receives the Royal Assent.

**13.0 Negotiation Schedule**

- 13.1 The parties agree to work towards the indicative negotiation schedule to be set out in the negotiations workplan which is currently being developed by the Office of Treaty Settlements, in consultation with the Trust.
- 13.2 The parties acknowledge the process of negotiations is subject to various matters, some of which are outside the parties' control.

**14.0 What the Settlement will enable**

- 14.1 The parties agree that the settlement of the Historical Claims of Rangitāne will enable the:
  - (a) facilitation and renewal of a relationship between Rangitāne and the Crown;
  - (b) final settlement of all Historical Claims of Rangitāne, and the release and discharge of all the Crown's obligations and liabilities in respect of those claims;
  - (c) discontinuance of the Office of Treaty Settlements' landbank arrangements for the protection of potential settlement properties for the benefit of Rangitāne;

- (d) removal of any resumptive memorials from the titles of land subject to the State Owned Enterprises Act 1986, the Railways Corporation Restructuring Act 1990, the Crown Forest Assets Act 1989 and the Education Act 1989 for the benefit of Rangitāne, and for statutory protection for claims against the Crown to be removed;
- (e) removal of the jurisdiction of the Courts, the Waitangi Tribunal, and any other judicial body or tribunal in respect of the Historical Claims of Rangitāne, the Deed of Settlement, the redress provided or settlement legislation (but not for the removal of such jurisdiction in respect of the implementation or interpretation of terms and any Deed of Settlement or any settlement legislation); and
- (f) discontinuance of proceedings before any Court or Tribunal in relation to the Historical Claims of Rangitāne.

#### 15.0 Overlapping Claims

- 15.1 The parties agree that overlapping claim issues will need to be addressed to the satisfaction of the parties before a Deed of Settlement can be concluded. The parties also agree that certain items of redress provided to the Trust as part of the Deed of Settlement may need to reflect the importance of an area or feature to other claimant groups.
- 15.2 The Trust has already entered into a Treaty Settlement Engagement Policy with overlapping iwi group, the Ngāti Kahungunu ki Wairarapa – Tamaki Nui ā Rua Trust, regarding overlapping claims and shared interests. The parties will discuss the need for further Treaty settlement engagement policies with other overlapping iwi groups during the early stages of negotiations in order to ensure that the interests of all relevant parties are protected and provided for.
- 15.3 The Trust agrees to report to the Crown regarding overlapping claims discussions on a three monthly basis once substantive negotiations commence. Until that time, the Trust will report to the Crown regarding overlapping claims as appropriate.
- 15.4 The Crown may assist the Trust as it considers appropriate and will carry out its own consultation with overlapping claimant groups. In that regard, the Trust acknowledges that the Crown will be entering into Treaty settlement discussions with those overlapping claimant groups who claim interests within the Rangitāne area of interest.

15.5 Where necessary, the Crown will invite both the Trust and representatives from the Ngāti Kahungunu ki Wairarapa ki Tamaki Nui-ā-Rua Trust to participate in joint negotiations over redress of mutual interest. The Trust may consider whether to accept this invitation. The Crown acknowledges that the objective for Rangitāne is to negotiate a separate and distinct settlement package.

**16.0 Relevant negotiations with other claimant groups**

16.1 Where the Crown is engaged in negotiations for the settlement of Historic Claims with other claimant groups whose area of interest includes part of the Rangitāne area of interest, the Crown will regularly update the Trust on the progress of those negotiations, subject to preserving any necessary confidentiality of information in those negotiations.

16.2 Where the Crown becomes aware that the mandated representative of another claimant group has expressed an interest in potential settlement assets, or other settlement redress, in which the Trust has also expressed an interest then the Crown will:

- (a) notify the Trust of the shared interest; and
- (b) facilitate a discussion between the relevant mandated representatives in order to attempt to resolve, at an early stage, any potential conflicts between claimant groups regarding the potential redress prior to offering finally the particular redress item or asset for inclusion in any settlement.

**17.0 Communication**

17.1 The parties will ensure regular and appropriate internal consultation procedures throughout the negotiations, taking into account the need to keep the claimant community informed, but also the need for confidentiality regarding third parties.

17.2 The parties agree that the disclosure of any confidential information will first be approved by the Trust before such information is disclosed to any third party. The Trust agrees not to reasonably withhold information which will assist the Crown in discharging its obligations to other hapū/iwi also claiming interests in the Rangitāne area of interest. In this regard, it is expected that the Crown will conduct its settlement negotiations with all other hapū/iwi within this area on the same basis.

17.3 The Office of Treaty Settlements will use its best endeavours to advise the Trust of any documentation received by the Crown that affects Rangitāne and forward on such

documentation (subject only to the need for confidentiality regarding third parties) to the Trust.

- 17.4 The Office of Treaty Settlements will aim to ensure government departments are aware of the nature and subject matter of the negotiations with the object of advising the Trust of any issues that arise in the course of negotiations which may cause Rangitāne concern. The parties will agree on a process to address such issues if these arise.

#### **18.0 Claimant Funding**

- 18.1 The parties acknowledge that the Crown will make a contribution towards the negotiation costs of the Trust. The parties also acknowledge the significant engagement that will be required with other iwi and third parties given the overlapping claims within the region. Contributions from the Crown will be paid in instalments for the achievement of specified milestones in the negotiation process. The Crown's contribution to negotiation costs is specified in a separate letter that sets out the claimant funding available.
- 18.2 The Trust will adhere to the Office of Treaty Settlements' claimant funding policy guidelines. In particular, before each instalment of claimant funding is approved, the Trust will provide the Crown with invoices that demonstrate the previous instalment of claimant funding was applied to negotiation expenses as requested.
- 18.3 The Trust will also provide the Crown with independently audited accounts for the claimant funding that it receives from the Crown, certifying that the funding has been spent on legitimate negotiations related expenses.
- 18.4 The parties agree to work together to ensure fairness in these funding arrangements, and agree to inform each other of issues that arise, and work together to resolve such issues if possible.
- 18.5 The Crown acknowledges that the Crown's claimant funding contribution to the Trust's negotiation costs will be fair and equitable in relation to funding provided to other claimant groups.

#### **19.0 Waiver of Other Avenues of Redress**

- 19.1 During these negotiations, the Trust agrees not to initiate, or to pursue, before any Court or Tribunal, any legal proceedings relating to any of the claims that are within the scope of the negotiations, except as provided in clause 20.0 below.

**20.0 Participation in Waitangi Tribunal**

20.1 The Trust holds the mandate to negotiate a settlement of those Rangitāne claims which fall within the following Waitangi Tribunal Inquiries:

- (a) Porirua ki Manawatū (Wai 1634 – claim relating to interests in Te Ahu a Turanga block located west of the Ruahine and Tararua ranges);
- (b) Taihape: Rangitikei ki Rangipo (Wai 1568 – claim relating to Rangitāne interests in the southern Hawke’s Bay district/Taihape district); and
- (c) Southern Hawke’s Bay (Wai 1568 – claim relating to Rangitāne interests in the southern Hawke’s Bay district/Taihape district).

20.2 During negotiations to a Deed of Settlement, the Trust and the claimant groups the Trust represents will not pursue claims through the Waitangi Tribunal process or other judicial forums against the Crown in the above Inquiries. The Trust agrees to use its best endeavours to secure agreement from the claimants it is mandated to represent that those claimants will participate in the above Inquiries only to the extent of responding to material presented to the Tribunal by way of cross examination and/or submissions on evidence and/or arguments advanced by other parties, including the Crown, which may:

- (a) adversely affect the Tribunal’s consideration of historical events relevant to the claimants the Trust has a mandate to represent that are a subject of the above Inquiries; or
- (b) adversely affect the identification, definition, nature or extent of the existing customary rights and interests of Rangitāne.

20.3 The parties agree that, should matters arise which require the Trust to take further steps beyond those outlined above in clause 20.2, the parties will use best endeavours to reach an agreement regarding the nature and extent of any such proposed steps or in relation to the participation in the above Inquiries.

20.4 In addition, the Crown specifically recognises that the claimants in the Wairarapa ki Tararua Inquiry, including Rangitāne have been given the ability to seek further inquiry by the Waitangi Tribunal into coastal and marine area issues, as noted in the Wairarapa ki Tararua Report and in clause 8.3 above. The Trust and the claimants who have mandated the Trust to negotiate a settlement of their historical claims have no intention of taking up this

opportunity afforded by the Tribunal, but may participate as an interested party, if other claimants decide to return to the Tribunal. This is to ensure the interests of Rangitāne are protected. Clause 20.3 above applies if this situation arises. The Trust would discuss this with the Crown before taking this opportunity. If the the Trust took this opportunity the Crown may pause negotiations.

**21.0 Governance Structure**

21.1 The parties agree that, before settlement legislation can be introduced, an appropriate legal entity will be in place that:

- (a) has been ratified by Rangitāne (in a manner to be agreed by the parties);
- (b) is in a form which both parties agree adequately represents Rangitāne;
- (c) has transparent decision making processes; and
- (d) is accountable to, and acts for the benefit of, Rangitāne.

**22.0 Not Bound until Deed of Settlement**

22.1 The parties acknowledge that this document does not bind either party to reach a settlement and that any agreement reached in negotiation discussions is confidential, without prejudice and will not be binding until given effect in a signed Deed of Settlement and/or in settlement legislation.

**23.0 Procedural Matters**

23.1 The parties agree that:

- (a) negotiations will be on a “without prejudice” basis and will be conducted in good faith and in a spirit of open co-operation;
- (b) negotiations will be conducted in private and will remain confidential unless agreed otherwise (such as when engagement with third parties is necessary) or when the Crown is required to release information under the Official Information Act 1982;
- (c) either party may withdraw from negotiations if the negotiations become untenable;
- (d) consistent with the obligations of good faith negotiations, if the Office of Treaty Settlements becomes aware of any proposed changes in the legal control, or

ownership of, or the granting of long term interests in, land of the Crown in which Rangitāne claims an interest, the Office of Treaty Settlements will inform the Trust of the proposal where possible;

- (e) early in the negotiation process both parties will discuss the redress interests of Rangitāne and the Crown's policies in respect of those interests. Based on these discussions the Office of Treaty Settlements will also provide information on relevant Crown assets potentially available for redress, including possible transfer, in a settlement;
- (f) media statements concerning the negotiations will only be made when mutually agreed by both parties;
- (g) the location of meetings will be suitable and convenient to both parties; and
- (h) the Crown and the Trust recognise the importance of using Te Reo Māori in the negotiations, where appropriate. The Trust will provide the Crown with adequate notice should a translator be required. The Crown also recognises the importance of using correct spelling for Rangitāne names, including the use of macrons where appropriate.

#### 24.0 Amendments

24.1 The parties acknowledge that it may be necessary to amend these Terms of Negotiation from time to time, and agree that no amendment is effective until approved by both parties and recorded in writing.

Signed this 29 day of August 2012

For and on behalf of the Crown:




**Hon Christopher Finlayson**  
Minister for Treaty of Waitangi Negotiations

For and on behalf of the Rangitāne Settlement Negotiations Trust:

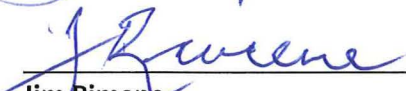
  
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**John Sproat**  
Chair, Rangitāne Settlement Negotiations Trust


  
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**Mavis Mullins**  
Trustee, Rangitāne Settlement Negotiations Trust

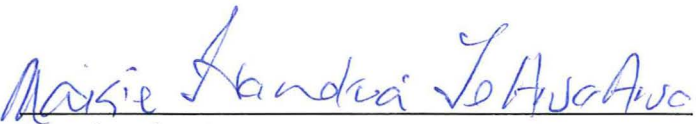
  
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**Richard Jones**  
Trustee, Rangitāne Settlement Negotiations Trust

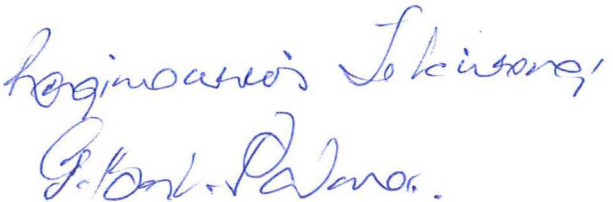
  
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**Tipene Chrisp**  
Trustee, Rangitāne Settlement Negotiations Trust

  
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**Jason Kerehi**  
Trustee, Rangitāne Settlement Negotiations Trust

  
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**Jim Rimene**  
Kaumatua, Rangitāne o Wairarapa

  
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**Manahi Paewai**  
Kaumatua, Rangitāne o Tamaki Nui-ā-Rua

  
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**Hanatia Palmer**  
Kaumatua, Rangitāne o Tamaki Nui-ā-Rua



**1.0 Relationship Between Te Hika o Pāpāuma and Rangitāne**

- 1.1 As part of the Trust's mandating process, Te Hika o Pāpāuma was described as a hapū of Rangitāne by the Trust.
- 1.2 The Trust submitted its Deed of Mandate to the Crown on this basis. The Deed of Mandate was subsequently advertised and endorsed by the Crown on this basis as well. No submissions were received regarding the reference to Te Hika o Pāpāuma as a hapū of Rangitāne in the Deed of Mandate and during the mandating process.
- 1.3 Following the Crown endorsement of the Trust's Deed of Mandate, representatives of Te Hika o Pāpāuma approached the Trust to discuss how to better reflect the relationship between Rangitāne and Te Hika o Pāpāuma in the Deed of Mandate, and any future Treaty settlement documentation.
- 1.4 As a result of those discussions and a subsequent hui-a-iwi convened by the Trust on 17 June 2012, the Trust has agreed to better describe the relationship between Te Hika o Pāpāuma and Rangitāne as an addendum to the Deed of Mandate and in future Treaty settlement documentation, including but not limited to the Terms of Negotiation, Agreement in Principle and Deed of Settlement.
- 1.5 The specific acknowledgments by the Trust, on behalf of Rangitāne, to better reflect this relationship are:
- (a) The Trust respects and acknowledges the historical and longstanding relationship between Te Hika o Pāpāuma and Rangitāne, which has been based on whanaungatanga, shared whakapapa and mutual respect;
  - (b) The Trust acknowledges that:
    - (i) the ancestor Pāpāuma is the eponymous ancestor of Te Hika o Pāpāuma;
    - (ii) Te Hika o Pāpāuma has its own distinct identity and has exercised, and continues to exercise, mana whenua and mana moana in its traditional rohe. As part of exercising mana whenua and mana moana, Te Hika o Pāpāuma has the right to directly engage with any and all parties as it deems appropriate, this is subject to clause 1.6 below in relation to Treaty settlement negotiations with the Crown; and
    - (iii) Te Hika o Pāpāuma Marae Committee, Pāpāuma Māori Committee, Te Hika o Pāpāuma Marae Trustees and Aohanga Incorporation - are representative bodies for Te Hika o Pāpāuma interests.
  - (c) It is however acknowledged that there are strong whakapapa connections between the two groups and, together with intermarriage and geographic proximity to each other, a special relationship has developed that remains in place today, where both groups have worked together on many fronts, including the progression of Treaty of Waitangi claims.
- 1.6 Nothing outlined above changes the fact that Te Hika o Pāpāuma and the Wai 420 claimants continue to support the Trust's mandate to negotiate and settle all historical Rangitāne Treaty claims, including those claims of Te Hika o Pāpāuma through their connections to Rangitāne. Nothing referred to above changes the fact that the Trust will hold the mandate for Te Hika o Pāpāuma and the Wai 420 claim as per the Deed of Mandate, nor does it alter the obligations on the Trust as outlined in the Deed of Mandate.

**Rangitāne Area of Interest**  
For Discusion Purposes Only



**Legend**  
Area of Interest



## Office of Hon Christopher Finlayson

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

11 OCT 2011

John Sproat  
Chairman  
Rangitāne Settlement Negotiations Trust  
C/- McCaw Lewis Ltd  
P O Box 9348  
HAMILTON 3240

Tēnā koe

Thank you for submitting the Rangitāne Settlement Negotiations Trust (RSNT) deed of mandate to the Crown to negotiate a comprehensive settlement of all Rangitāne historical Treaty claims.

We have concluded that the RSNT has the support of Rangitāne o Wairarapa (ROW) and Rangitāne o Tāmaki Nui-ā-Rua (ROTNAR) iwi located in the Wairarapa region and is an appropriate body to represent claimant beneficiaries in settlement negotiations with the Crown.

We are, therefore, pleased to recognise the mandate of RSNT to represent the people of ROW and ROTNAR in negotiations for the settlement of all the historical Treaty claims of ROW and ROTNAR.

We acknowledge the many years of hard work that have gone into reaching this stage and we congratulate you on achieving this milestone. We look forward to working with you.

Nā māua noa,

Hon Christopher Finlayson  
Minister for Treaty of Waitangi Negotiations

Hon Georgina te Heuheu  
Associate Minister of Māori  
Affairs